

City Council Agenda

Monday, December 21, 2009 6:00 p.m.

City Council Chambers

(Times are Approximate)

Special Note:

		Special Note:
6:00 p.m.	1.	Roll Call
		Voting & Seating Order for December: Johnson, Roe, Ihlan, Pust, Klausing
6:02 p.m.	2.	Approve Agenda
6:05 p.m.	3.	Public Comment
6:10 p.m.	4.	Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report
6:15 p.m.	5.	Recognitions, Donations, Communications
6:20 p.m.	6.	Approve Minutes
		a. Approve Minutes of December 7, 2009
6:25 p.m.	7.	Approve Consent Agenda
		a. Approve Payments

- b. Approve Business Licenses
- c. Approve General Purchases and Sale of Surplus items in excess of \$5000
- d. Authorize RFP for Print Services
- e. Receive Quarterly Shared Services Report
- f. Receive Quarterly Imagine Roseville 2025 Update
- g. Approve Contract for Ramsey County Environmental Response Fund Grant
- h. Approve a Request by the City of Roseville in cooperation with Hagen Ventures, LLC for approval of a Registered Land Survey (PF09-034)
- Adopt a Resolution Approving the Request by RECO Real Estate, LLC for outdoor storage as an Interim Use at 1705 County Road C (PF09-025)

Council Agenda - P

6:35 p.m.

6:45 p.m.

7:05 p.m.

7:25 p.m.

7:55 p.m.

8:05 p.m.

8:15 p.m.

8:30 p.m.

8:40 p.m.

8:50 p.m.

8:55 p.m.

da - Pa	age 2	2						
	j.	Order Feasibility Report for the Rice Street/TH 36 Bridge Reconstruction						
	k.	Approve Cost Share Agreement with Capitol Region Watershed District						
	1.	Adopt a Resolution to Authorize Final Payment on the 2009 Sanitary Sewer Lining Project						
	m	Approve Wireless Lease Agreement for Clearwire LLC at Reservoir Woods Tower, 1901 Alta Vista						
	n.	Authorize the City Manager to execute the Master Subscriber Agreement for Minnesota Court Data Services						
8.	C	onsider Items Removed from Consent						
9.	G	eneral Ordinances for Adoption						
10.	Pı	Presentations						
	a.	Presentation regarding the 2010 Census by Partnership Specialist Ami Nafzger						
	b.	Twin Lakes Redevelopment Project Update						
11.	Ρι	ıblic Hearings						
12.	Bu	usiness Items (Action Items)						
	a.	Adopt Resolutions Approving the 2010 Final Tax Levy, 2010 Final Budget and 2010 Final Debt Levy						
	b.	Adopt a Resolution Approving the 2010 HRA Tax Levy						
	c.	Adopt a Resolution for Final Consideration on Certifying Unpaid Utility and Other Charges to the Property Tax Rolls						
	d.	Receive 2009 Legal Services RFP Summary Report and Approve Contracts for Civil and Prosecuting Legal Services						
	e.	Approve Standard Professional Agreement						
13.	Bı	ısiness Items – Presentations/Discussions						
	a.	Discuss City Manager Evaluation						
14.	Ci	ty Manager Future Agenda Review						

Councilmember Initiated Items for Future Meetings

Some Upcoming Public Meetings......

Adjourn

15.

16.

Council Agenda - Page 3

Tuesday	Dec 22	6:30 p.m.	Public Works, Environment & Transportation
			Commission
Monday	Jan 4	6:00 p.m.	City Council Meeting
Tuesday	Jan 5	6:30 p.m.	Parks & Recreation Commission
Wednesday	Jan 6	6:30 p.m.	Planning Commission
Monday	Jan 11	6:00 p.m.	City Council Meeting
Tuesday	Jan 12	6:30 p.m.	Human Rights Commission
Monday	Jan 18	MLK Jr. Ci	ty Offices Closed
Tuesday	Jan 19	6:00 p.m.	Housing & Redevelopment Authority
Monday Jan 25 6:00 p.m. City Council Meeting		City Council Meeting	

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

Date: 12/21/09 Item: 6.a Minutes of 12/07/09 No Attachment	
Item: 6.a Minutes of 12/07/09	
Minutes of 12/07/09	
Minutes of 12/07/09	
No Attachment	
No Attachment	
No Attachment	

REQUEST FOR COUNCIL ACTION

Date: 12/21/2009 Item No.: 7.a

Department Approval City Manager Approval

Item Description: Approval of Payments

BACKGROUND

Ctton K. mill

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	\$673,971.96
57095—57216	\$710,207.48
Total	\$1,384,179.44

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.

8 POLICY OBJECTIVE

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

10 FINANCIAL IMPACTS

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

5

13 STAFF RECOMMENDATION

14 Staff recommends approval of all payment of claims.

15 REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

18 Prepared by: Chris Miller, Finance Director

19 Attachments: A: n/a

20

17

Attachment

Accounts Payable Checks for Approval

User: mjenson

Printed: 12/15/2009 - 3:46 PM

Check Number	Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/02/2009	Water Fund	Conferences	Canal Park Lodge-ACH	Cf1 . 1	205.55
0		Water Fund	Water Meters	McMaster-Carr-ACH	Conference Lodging	295.70
0		Water Fund	Use Tax Payable	McMaster-Carr-ACH	Water Meter Supplies Sales/Use Tax	39.49
0		Information Technology	Contract Maintenance	Local Link, IncACH		-2.54
0		General Fund	Training	McCann Industries-ACH	Hosting, Domain Names	107.50
0		Boulevard Landscaping	Operating Supplies	Menards-ACH	Use of Force Supplies Form Boards	25.50
ŏ		Recreation Fund	Office Supplies	Office Depot- ACH		57.99
0		Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	43.86
0		Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	130.59
ŏ		General Fund	Training	Papa John's-ACH	Office Supplies	44.95
0		General Fund	Training	Byerly's- ACH	Use of Force Supplies	87.47
0		General Fund	Operating Supplies		Use of Force Supplies	46.41
0		General Fund	Training Supplies	Staples-ACH	Wastebaskets	72.74
0		General Fund	Contract Maintenance Vehicles	Superamerica-ACH	Use of Force Supplies	4.49
0		General Fund	209001 - Use Tax Payable	Troy Sheet Metal-ACH	Tail Light Plates	258.64
0		Recreation Fund		Troy Sheet Metal-ACH	Sales/Use Tax	-16.64
0		General Fund	Operating Supplies Training	Gopher Electronics-ACH	Switch	12.98
0		Recreation Fund	2	Papa John's-ACH	Use of Force Supplies	87.47
0		Recreation Fund	Operating Supplies	Menards-ACH	Drywall Supplies	37.77
0			Memberships & Subscriptions	NRPA-ACH	Membership Dues	550.00
0		P & R Contract Mantenance General Fund	Operating Supplies	Sherwin Williams - ACH	Paint Supplies	50.15
0			Training	Eden Prairie Tuition Office-AC	Training Fee	185.00
0		Recreation Improvements Recreation Fund	Diseased and Hazard Trees	Google Buy Com-ACH	Battery, Adapter	255.63
0			Professional Services	Google Buy Com-ACH	Widescreen Monitor	460.29
•		Recreation Improvements	Use Tax Payable	Google Buy Com-ACH	Sales/Use Tax	-1.78
0		Recreation Fund	Use Tax Payable	Google Buy Com-ACH	Sales/Use Tax	-29.61
0		Sanitary Sewer	Operating Supplies	REI-ACH	Inova Bolt	53.41
0		Golf Course	Operating Supplies	Home Depot- ACH	Paint Supplies	16.82
0		Police Forfeiture Fund	Professional Services	Tactical Link-ACH	Stealth QRB	491,14
0		Police Forfeiture Fund	Use Tax Payable	Tactical Link-ACH	Sakes/Use Tax	-31.59
0		Police Forfeiture Fund	Professional Services	PR Case-ACH	Weapons Case	244.98
0		Police Forfeiture Fund	Use Tax Payable	PR Case-ACH	Sates/Use Tax	-15.76
0	12/02/2009	General Fund	Operating Supplies	Brownells- ACH	Bolt Disassembly Tool	37.66

0 1	12/02/2009			Vendor Name	Description	Amount
0 1	12/02/2009					
		General Fund	209001 - Use Tax Payable	Brownells- ACH	Sales/Use Tax	-2.42
() 1		General Fund	Training	Olive Garden-ACH	Staff Meeting Supplies	213.18
		General Fund	Training	Target- ACH	Training Supplies	12.83
0 1	12/02/2009	General Fund	Operating Supplies	Target- ACH	Coffee Maker	19.27
	12/02/2009	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Alarm Response Forms	66.96
0 1	12/02/2009	Risk Management	Training	Kaplan Professional Schools-AC	Training	154.00
0 1	12/02/2009	P & R Contract Mantenance	Operating Supplies	Menards-ACH	Washers, Bolts	10.19
0 1	12/02/2009	License Center	Office Supplies	Office Depot- ACH	Office Supplies	46.71
0 1	12/02/2009	License Center	Postage	Office Depot- ACH	Postage	17.60
0 1	12/02/2009	General Fund	Vehicle Supplies	Rosedale Automotive-ACH	Vehicle Replacement Equipment	23.62
0 1	12/02/2009	General Fund	Training	U of M CCE Online-ACH	Snow and Ice Workshop	40.00
0 1	12/02/2009	Recreation Fund	Conferences	NWA Air-ACH	Baggage Charge	50.00
0	12/02/2009	General Fund	Operating Supplies	Ruffridge Johson Equipment-ACH	Snow Plow Grease	103.99
0 1	12/02/2009	P & R Contract Mantenance	Professional Services	Kone-ACH	Elevator Repair	259.86
0 1	12/02/2009	Recreation Fund	Operating Supplies	Office Depot- ACH	Calendar	14.99
0 1	12/02/2009	General Fund	Operating Supplies	Dey Appliance-ACH	Fire Station Supplies	141.83
0 1	12/02/2009	P & R Contract Mantenance		Sherwin Williams - ACH	Paint Supplies	79.59
		Recreation Fund	Operating Supplies	Sterling First Aid-ACH	Safety Supplies	35.27
0 1	12/02/2009	Recreation Fund	Use Tax Payable	Sterling First Aid-ACH	Sales/Use Tax	-2.27
0 1	12/02/2009	General Fund	Operating Supplies	Discount Snow Stakes-ACH	Parking Bay Markers	177.72
0 1	12/02/2009	General Fund	209001 - Use Tax Payable	Discount Snow Stakes-ACH	Sales/Use Tax	-11.43
0 1	12/02/2009	Recreation Fund	Operating Supplies	USPS-ACH	Office Supplies	4.85
0 1	12/02/2009	General Fund	Operating Supplies	Amazon.com- ACH	Shredder	197.71
0 1	12/02/2009	General Fund	Operating Supplies	Amazon.com- ACH	Waste Bags for Shredder	36.08
0 1	12/02/2009	General Fund	209001 - Use Tax Payable	Amazon.com- ACH	Waste Bags for Shredder	-2.32
0 1	12/02/2009	General Fund	209001 - Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-12.72
0 1	12/02/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Fall Recess Camp Supplies	26.73
0 1	12/02/2009	General Fund	Contract Maintenance Vehicles	EMP-ACH	Medical Bags	306.92
0 1	12/02/2009	General Fund	Training	Boston Market-ACH	Department Head Retreat Meal	48.80
0 1	12/02/2009	Park Dedication Fund	Miscellaneous Expense	U of M Parking-ACH	Parking	9.00
0	12/02/2009	Police Forfeiture Fund	Professional Services	H-S Precsion-ACH	Part for Tactical Rifle	534.38
1 0	12/02/2009	Police Forfeiture Fund	Use Tax Payable	H-S Precsion-ACH	Sales/Use Tax	-34.38
0 1	12/02/2009	General Fund	Training	Dunn's Sporting Goods-ACH	Magazine Cinch, Magazine	60.00
0 1	12/02/2009	General Fund	209001 - Use Tax Payable	Dunn's Sporting Goods-ACH	Sales/Use Tax	-3.86
0 1	12/02/2009	General Fund	Training	Davanni's -ACH	Use of Force Supplies	86.40
0 1	12/02/2009	General Fund	Training	Brownelis- ACH	Gun Cleaning Supplies	159.69
0 1	12/02/2009	General Fund	209001 - Use Tax Payable	Brownells- ACH	Sales/Use Tax	-10.27
0 1	12/02/2009	General Fund	Operating Supplies	Menards-ACH	Fire Station Equipment Repair Items	74.69
0 1	12/02/2009	General Fund	Training	Target- ACH	Use of Force Supplies	17.89
0 1	12/02/2009	Recreation Fund	Memberships & Subscriptions	Wellness Letter-ACH	Wellness Letter Subscription	28.00
0 1	12/02/2009	Recreation Fund	Memberships & Subscriptions	Dance Teacher-ACH	Magazine Subscription	14.95
0 1	12/02/2009	General Fund	Op Supplies - City Hall	Menards-ACH	Wet Floor Sign, Plunger	42.92
0 1	12/02/2009	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Vehicle Supplies	45.95
0 1	12/02/2009	Recreation Fund	Professional Services	Weissman's Design-ACH	Dance Supplies	73.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/02/200	9 General Fund	Operating Supplies	Byerly's- ACH	Roseville U Cake	24.00
0		9 Recreation Fund	Operating Supplies	Target- ACH		34.99
0		9 Recreation Fund	Operating Supplies	Target- ACH	Sewing Supplies Cooking Equipment	63.99
0		9 Recreation Fund	Operating Supplies	Target- ACH	Booster Seats	40.00
0		9 Recreation Fund	Office Supplies	Braeside Displays-ACH		98.00
0		9 Recreation Fund	Use Tax Payable	Braeside Displays-ACH	Plastic Sign Holders Sales/Use Tax	116.09
0		9 Recreation Fund	Operating Supplies	Mills Fleet Farm-ACH		-7.47
0		9 Recreation Fund 9 Recreation Fund	Office Supplies	Office Max-ACH	Boot	23.99
0		9 Recreation Fund	Operating Supplies		Paper, Folders, Labels	51.35
O	12/02/200	9 Recreation Fund	Operating Supplies	Home Depot- ACH	Coupling, Elbow	48.12
					Check Total:	7,226.47
0		9 Workers Compensation	Parks & Recreation Claims	SFM-ACH	October Work Comp Claims	137.95
0		9 Workers Compensation	Police Patrol Claims	SFM-ACH	October Work Comp Claims	7,679.87
0		9 Workers Compensation	Street Department Claims	SFM-ACH	October Work Comp Claims	1,002.35
0		9 Workers Compensation	Fire Department Claims	SFM-ACH	October Work Comp Claims	294.77
0		9 Workers Compensation	Sewer Department Claims	SFM-ACH	October Work Comp Claims	1,740.99
0		9 General Fund	Salaries - Regular	SFM-ACH	October Work Comp Claims	254.93
0		9 Workers Compensation	Adminsitrative Claims	SFM-ACH	October Work Comp Claims	119.42
0		9 General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 11/3 Payroll	18,405.55
0		9 General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 11/3 Payroll	4,187.05
0	12/09/200	9 General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Dedution for 11/3 Payroll	29,686.30
0		9 General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Dedution for 11/3 Payroll	38,781.47
0		9 General Fund	210000 - Direct Deposit	Great West- ACH	Payroll Deduction for 11/3 Payroll	9,445.23
0		9 General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 11/3 Payroll	42,516.81
0		9 General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 11/3 Payroll	23,746.88
0	12/09/200	9 General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 11/3 Payroll	23,746.88
0	12/09/200	9 Internal Service - Interest	Investment Income	RVA- ACH	October Interest	502.92
0		9 Sanitary Sewer	Credit Card Service Fees	Applied Merchant Services-ACH	October UB Payments.com Charges	708.50
0		9 General Fund	Motor Fuel	MN Dept of Revenue-ACH	October Fuel Tax	164.23
0		9 Recreation Fund	Credit Card Fees	US Bank-ACH	October Terminal Charges	168.71
0		9 Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	October Terminal Charges	655.46
0		9 Golf Course	Credit Card Fees	US Bank-ACH	October Terminal Charges	84.67
0		9 Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	October Terminal Charges	45.00
0	12/09/200	9 General Fund	Postage	Pitney Bowes - Monthly ACH	October Postage	3,000.00
0	12/09/200	9 General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	208.74
0	12/09/200	9 General Fund	209001 - Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	421.59
0		9 Contracted Engineering Sves	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	0.39
0		9 Information Technology	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Usc Tax	51.70
0	12/09/200	9 Telecommunications	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	16.47
0	12/09/200	9 Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	1,399.01
0	12/09/200	9 Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	79.67
0	12/09/200	9 P & R Contract Mantenance	Sales Tax	MN Dept of Revenue-ACH	October Sale/Use Tax	65.31
0	12/09/200	9 P & R Contract Mantenance	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	10.47

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/09/2009	Community Development	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	6.70
0		License Center	Sales Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	374.00
0	12/09/2009	License Center	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	72.69
0	12/09/2009	Police Forfeiture Fund	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	244.88
0	12/09/2009	Recreation Improvements	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	244.41
0		Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	18.03
0		Sanitary Sewer	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	27.13
0		Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	20,748.89
0		Water Fund	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	33.17
0		Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	2,707.07
0		Golf Course	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	2,707.07
0		Storm Drainage	Sales Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax	
0		Storm Drainage	Use Tax Payable	MN Dept of Revenue-ACH	October Sale/Use Tax October Sale/Use Tax	54.90
0		Solid Waste Recycle	Use Tax Payable	MN Dept of Revenue-ACH		130.68
0		General Fund	210300 - State Income Tax W/H	Wisconsin Dept of Rev-ACH	October Sale/Use Tax	8.40
0		General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	Payroll Deduction for 11/17 Payroll	1,052.31
0		General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	State Tax Deposit for 11/17 Payroll	18,474.58
0		General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 11/17 Payroll	4,237.88
0		General Fund	211600 - PERA Employees Share	PERA-ACH	Payroll Deduction for 11/17 Payroll	30,021.37
0		General Fund	210000 - PERA Employers Share 210000 - Direct Deposit	Great West- ACH	Payroll Deduction for 11/17 Payroll	39,154.15
0		General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Payroll Deduction for 11/17 Payroll	11,145.23
0		General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Payroll Deduction for 11/17 Payroll	42,344.25
0		General Fund	211700 - FICA Employee Bed.	IRS EFTPS- ACH	Payroll Deduction for 11/17 Payroll	23,879.77
0		Workers Compensation	Parks & Recreation Claims	SFM-ACH	Payroll Deduction for 11/17 Payroll	23,879.77
0		Workers Compensation	Police Patrol Claims	SFM-ACH	November Work Comp Claims	1,211.45
0		Workers Compensation	Adminsitrative Claims	SFM-ACH	November Work Comp Claims	4,022.57
0		Workers Compensation	Street Department Claims	SFM-ACH	November Work Comp Claims	10.54
0		Workers Compensation	Fire Department Claims		November Work Comp Claims	3,478.16
0		Workers Compensation	Sewer Department Claims	SFM-ACH SFM-ACH	November Work Comp Claims	36.55
0		Water Fund	Water - Roseville	City of Roseville- ACH	November Work Comp Claims November Water	6.97 693,12
					Check Total:	437,670.61
0		General Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services-Oct 09	9,319.81
0		Community Development	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services-Oct 09	168.00
0		Recreation Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services-Oct 09	3,211.87
0		TIF District #17-Twin Lakes	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services-Oct 09	773.36
0	12/02/2009	Storm Drainage	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services-Oct 09	325.04
0	12/02/2009	General Fund	Contract Maintenance	City of St. Paul	Radio Service Oct 2009	28.50
0		Housing & Redevelopment A	ATransportation	Jeanne Kelsey	Mileage & Supplies Reimbursement	16.45
0	12/02/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	166.15
0	12/02/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 12/1 Payroll	5,504.18
0	12/02/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,395.63
0	12/02/2009	General Fund	210600 - Union Dues Deduction	MN Teamsters #320	Payroll Deduction for 12/1 Union Dues	578.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/02/200	9 Community Development	Transportation	Thomas Paschke	Mileage Reimbursement	62.70
0	12/02/2009	9 Recreation Improvements	Aglime	Bryan Rock Products, Inc.	Red Ball Diamond Agg	590.94
0		9 General Fund	Professional Services	Jensen, Bell, Converse & Erick	Legal Services Through Sept 30, 2009	11,451.00
0	12/02/2009	9 Police - DWI Enforcement	Professional Services	Jensen, Bell, Converse & Erick	Legal Services Through Oct 15, 2009	402.50
0		9 General Fund	Op Supplies - City Hall	Davis Lock & Safe Inc	Keys Cut, Brass Tags	26.38
0	12/02/200	9 General Fund	Op Supplies - City Hall	Grainger Inc	Light Bulbs	50.95
0		9 General Fund	209001 - Use Tax Payable	Grainger Inc	Sale/Use Tax	-3.28
0	12/02/200	9 General Fund	Training	Streicher's	9MM Training Ammo	550.41
0	12/02/200	9 General Fund	Vehicle Supplies	CCP Industries Inc	Wool Lined Grain Pig Lea Palm	76.67
0	12/02/2009	9 General Fund	209001 - Use Tax Payable	CCP Industries Inc	Sales/Use Tax	-4.61
0	12/02/2009	9 Storm Drainage	Operating Supplies	CCP Industries Inc	Wool Lined Grain Pig Lea Palm	76.66
0	12/02/200	9 Storm Drainage	Use Tax Payable	CCP Industries Inc	Sales/Use Tax	-4.61
					Check Total;	34,762.94
0	12/08/200	9 General Fund	Utilities	Xcel Energy	Civil Defense	68.23
0	12/08/200	9 General Fund	Utilities	Xcel Energy	Fire #1	566.08
0	12/08/200	9 Golf Course	Utilities	Xcel Energy	Golf	389.72
0	12/08/2009	9 General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	6,675.39
0	12/08/2009	9 General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	4,666.36
0	12/08/2009	9 P & R Contract Mantenance	Utilities	Xcel Energy	P&R	3,161.66
0	12/08/2009	9 General Fund	Utilities	Xcel Energy	2501 Fairview/Fire Station #2	308.89
0	12/08/2009	9 Sanitary Sewer	Utilities	Xcel Energy	Sewer	743.30
0	12/08/2009	9 Recreation Fund	Utilities	Xcel Energy	Skating	20,353.22
0	12/08/200	9 General Fund	Utilities	Xcel Energy	Street Light	943.80
0	12/08/2009	9 Storm Drainage	Utilities	Xcel Energy	Storm Water	101.12
0	12/08/2009	9 General Fund	Utilities	Xcel Energy	Traffic Signal	1,435.65
0	12/08/2009	9 General Fund	Utilities	Xcel Energy	Street Light	13,278.63
0	12/08/2009	9 Water Fund	Utilities	Xcel Energy	2501 Fairview/Water Tower	267.83
					Check Total:	52,959.88
0		9 Telephone	Telephone	FSH Communications-LLC	Payphone Advantage	128.26
0		9 Recreation Fund	Operating Supplies	R & R Specialties Inc	Ignition Switches	162.40
0		9 Water Fund	Watermain Lining	Stork Twin City Testing Corp.	Watermain Lining	357.30
0		Recreation Improvements	RSC Arena Perimeter	Stork Twin City Testing Corp.	Bituminous Coring	577.05
0		9 General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	907.37
0		General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	10.66
0		General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	105.81
0		9 General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	305.58
0		General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	20.61
0		9 General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	19.15
0	12/10/2009	9 General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	46.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/10/2009	Recreation Fund	Operating Supplies	Goodin Corp.	Ball Valve	25.30
0	12/10/2009	General Fund	Training	DPMS Firearms, LLC	Lower Receiver, Carbine Stock	308.77
					Assembly	500.77
0	12/10/2009	Water Fund	Professional Services	Elecsys International Corp.	Monthly Software Support Fee-Jan	93.65
					2010	
0		Water Fund	Use Tax Payable	Elecsys International Corp.	Sales/Use Tax	-6.02
0		General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	27.73
0		General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	641.03
0		General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	68.67
0		General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	52.32
0		Workers Compensation	Professional Services	SFM Risk Solutions	Adminstrative/Claim Charges	528.00
0		Police - DWI Enforcement	Professional Services	Jensen, Bell, Converse & Erick	Legal Services	560.00
0	12/10/2009	General Fund	Professional Services	City of St. Paul	Wireless and RMS Service-Oct 2009	8,716.00
0	12/10/2009	General Fund	Contract Maintenance	City of St. Paul	Crime Lab Services-Sept 2009	50.00
0		General Fund	Professional Services	City of St. Paul	Wireless and RMS Service Nov 2009	4,358.00
0	12/10/2009	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-Nov 2009	225,00
0	12/10/2009	License Center	Transportation	Jill Theisen	Mileage Reimbursement	231,00
0	12/10/2009	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	26.00
0	12/10/2009	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	64.00
0	12/10/2009	Recreation Fund	Professional Services	Mari Marks	Assistant Dance Instructor	63.00
0	12/10/2009	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	35.00
0	12/10/2009	Community Development	Training	TR Computer Sales, LLC	Training	287.50
0	12/10/2009	General Fund	Operating Supplies	Carolyn Curti	Mileage Reimbursement	44.55
0	12/10/2009	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections-Nov 2009	3,761.76
0		General Fund	Transportation	Jolinda Stapleton	Mileage Reimbursement	241.45
0	12/10/2009	General Fund	211402 - Flex Spending Health	somula stapicion	Flexible Benefit Reimbursement	
0		General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	472.65
0	12/10/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	600.00
0		General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	25.00
0		General Fund	211403 - Flex Spend Day Care			266.00
0		Recreation Fund	Transportation	Rick Schultz	Dependent Care Reimbursement Mileage Reimbursement	565.00
0		General Fund	Contract Maintenance Vehicles	Minnesota Spring & Suspension,		105.88
0		General Fund	209001 - Use Tax Payable	Minnesota Spring & Suspension, Minnesota Spring & Suspension,	2009 Blanket PO for Vehicle Repairs Sales/Use Tax	759.26
0		General Fund	Contract Maintenance Vehicles	Wingfoot Commercial Tire, LLC		-9.76
0		General Fund	Contract Maintenance Vehicles	Wingfoot Commercial Tire, LLC	2009 Blanket PO for Vehicle Repairs	260.27
0		Information Technology	Operating Supplies	Crescent Electric Supply Co	2009 Blanket PO for Vehicle Repairs	3,465.15
0	12/10/2009	P & R Contract Mantenance	Operating Supplies	Linder's Greenhouse	SMODE Dupl	142.67
0		Police Forfeiture Fund	Professional Services		Plants	445.22
0		Police Forfeiture Fund	Use Tax Payable	Applied Concepts, Inc.	Antenna Supplies	1,999.63
0		General Fund	Vehicle Supplies	Applied Concepts, Inc.	Sales/Use Tax	-128.63
0		General Fund		Kath Fuel Oil Service, Inc.	2009 Blanket PO for Vehicle Repairs	1,779.47
0		P & R Contract Mantenance	Vehicle Supplies	O'Reilly Automotive Inc	Dimmer	45.73
0		Recreation Fund	Operating Supplies Professional Services	Praxair Distribution, Inc.	High Press	19.61
U	12/10/2009	recreation rung	riolessional Services	Metro Volleyball Officials	Volleyball Officiating	605,00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/10/200	TIF District #17-Twin Lakes	AUAR SubArea I Prof Svcs	WSB & Associates, Inc.	Twin Lakes AUAR Sub Area I	99,398.23
					Infrastructur	77,570.25
0	12/10/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	107.00
0	12/10/2009	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2009 Blanket PO for Vehicle Repairs	56.33
0	12/10/2009	9 General Fund	209001 - Use Tax Payable	McMaster-Carr Supply Co	Sales/Use Tax	-3.62
0		General Fund	Contract Maintenance Vehicles	Midway Ford Co	2009 Blanket PO for Vehicle Repairs	1,038.71
0		P & R Contract Mantenance		North Heights Hardware Hank	Pry Bar	8.10
0		P & R Contract Mantenance		North Heights Hardware Hank	Shackle	76.89
0		P & R Contract Mantenance		North Heights Hardware Hank	Flashlight	26.71
0		P & R Contract Mantenance		North Heights Hardware Hank	Mouse Traps	10.61
0		P & R Contract Mantenance		North Heights Hardware Hank	Snap in Socket	2.13
0		P & R Contract Mantenance		North Heights Hardware Hank	Fasteners	3.22
0		P & R Contract Mantenance		North Heights Hardware Hank	Villa Playground Supplies	21.37
0		P & R Contract Mantenance		North Heights Hardware Hank	Small Roller	2.34
0		P & R Contract Mantenance		North Heights Hardware Hank	Wood Filler	6.19
0		9 Information Technology	Operating Supplies	SHI International Corp	Acrobat	171.88
0		Recreation Fund	Other Improvements	Grainger Inc	Circulator Pump	841.16
0 0		9 Recreation Fund 9 Recreation Fund	Operating Supplies	Grainger Inc	Electronic Ballast	38.05
0		Recreation Fund	Operating Supplies	Grainger Inc	Ballast Kit, Lamp	91.42
0		Recreation Fund	Operating Supplies Operating Supplies	Grainger Inc Grainger Inc	Shower Hook	7.96
0		General Fund	Vehicle Supplies	Grainger Inc	Fuses 2009 Blanket PO for Vehicle Repairs	95.41 448.32
0		9 General Fund	Op Supplies - City Hall	Grainger Inc	Alarm Cover	122.23
0		Recreation Fund	Operating Supplies	Rink Systems Inc	Seamless Glass Clip	52.25
0		9 General Fund	Op Supplies - City Hall	Eagle Clan Enterprises, Inc	Can Liners, Toilet Tissue	481.53
0		9 General Fund	Training	Streicher's	Training Ammo	346.28
0		9 Police Forfeiture Fund	Professional Services	Streicher's	Rifle Barrel	224.39
0		9 Police - DWI Enforcement	Professional Services	Streicher's	Rifle	1,603.13
0		9 General Fund	Clothing	Streicher's	Vest	999.99
0	12/10/200	9 General Fund	Contract Maint City Garage	Green View Inc.	Cleaning-Public Works	600.49
0	12/10/200	9 General Fund	209001 - Use Tax Payable	Green View Inc.	Sales/Use Tax	-38.63
0	12/10/200	9 General Fund	Contract Maintenance Vehicles	Mister Car Wash	Car Washes	50.40
					Check Total:	141,352.06
57095	12/02/200	9 Equipment Replacement Fu	nOther Improvements	Access Communications Inc	Project Quote Brimhall School Conduit Ma	2,531.20
57095	12/02/200	9 Equipment Replacement Fu	nOther Improvements	Access Communications Inc	Labor	11.835.72
57095		9 Equipment Replacement Fu		Access Communications Inc	Permits	175.00
57095		9 Equipment Replacement Fu		Access Communications Inc	Tax	243.92
57095		9 Equipment Replacement Fu		Access Communications Inc	Freight	480.80
57095	12/02/200	9 Information Technology	Contract Maintenance	Access Communications Inc	Fiber Routs Set Up Charge	737.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amoun
					Check Total:	16,004.14
57096	12/02/200	9 General Fund	Operating Supplies	Accurint - Acct #1010287	Commitment Balance	50.00
		,			Check Total:	50.00
57097 57097		9 General Fund 9 General Fund	Clothing Clothing	Aspen Mills Inc. Aspen Mills Inc.	Torn Jacket Repair BT Boot	35.27 99.50
					Check Total:	134.77
57098	12/02/200	9 Equipment Replacement F	unRental - Copier Machines	Banc of America Leasing	Copier Lease	2,885.16
					Check Total:	2,885.16
57099 57099		9 General Fund 9 General Fund	Operating Supplies Operating Supplies	Batteries Plus, Inc. Batteries Plus, Inc.	Speed Charger, Batteries AAA Batteries	319.56 57.62
					Check Total:	377.18
57100	12/02/200	9 Information Technology	Computer Equipment	CDW Government, Inc.	Cisco Direct	3,329.25
					Check Total:	3,329.25
57101	12/02/2009	9 General Fund	Contract Maintenance Vehicles	Clarey's Safety Equipment Inc	Fire Vehicle Repair	1,981.84
					Check Total:	1,981.84
57102	12/02/2009	9 Community Development	Training	Donald Salverda & Associates	Effective Management Class	600.00
					Check Total:	600.00
57103	12/02/2009	9 T.I.F. District # 13	Payment to Owners	Eagle Crest Senior Housing LLC	2nd Half TIF Payment	122,234.69
					Check Total:	122,234.69
57104	12/02/2009	General Fund	Contract Maintnenace	Embedded Systems, Inc.	Repair Tornado Siren #11	85.00
					Check Total:	85.00

Check Number	Check Date Fund Name	Account Name	Vendor Name	Description	Amount
57105	12/02/2009 TIF District #10-Can Am	Payment to Owners	Estate of Mr. George J. Reilin	2009 TIF Payment	206,417.90
				Check Total:	206,417.90
57106	12/02/2009 General Fund	Operating Supplies	F M Trucking Co. Inc	Top Soil	26.72
				Check Total:	26.72
57107	12/02/2009 General Fund	Operating Supplies	Fed Ex Kinko's	Shipping	93.74
				Check Total:	93.74
57108	12/02/2009 Storm Drainage	Professional Services	Freelance Professionals Inc	Seasonal Labor for Leaf Pickup Program 2	2,962.50
				Check Total:	2,962.50
57109	12/02/2009 General Fund	Operating Supplies	Jason Gehrman	Reimbursement for Gun Parts	10.00
				Check Total:	10.00
57110 57110 57110 57110 57110 57110	12/02/2009 General Fund 12/02/2009 General Fund 12/02/2009 General Fund 12/02/2009 General Fund 12/02/2009 General Fund 12/02/2009 General Fund	Contract Maintenance Vehicles Contract Maintenance Vehicles Contract Maintenance Vehicles Contract Maintenance Vehicles Contract Maintenance Vehicles Contract Maintenance Vehicles	HealthEast Vehicle Services	Replace Siren Speaker Replace Old Light Bar Replace Keyboard Cable Replace Monitor Cable Replace Relay Setup Install Pit Bumper	92.91 278.72 220.60 229.38 111.82 315.11
				Check Total:	1,248.54
57111	12/02/2009 General Fund	211600 - PERA Emptoyers Share	ICMA Retirement Trust 401-1099	401a William Malinen-Employer Portion	337.77
				Check Total:	337.77
57112 57112 57112 57112 57112 57112 57112	12/02/2009 General Fund 12/02/2009 Information Technology 12/02/2009 General Fund 12/02/2009 General Fund 12/02/2009 General Fund 12/02/2009 General Fund 12/02/2009 General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	495.00 725.00 200.00 4,200.00 333.00 200.00 600.00

	Date	Fund Name	Account Name	Vendor Name	Description	Amount
				Committee Commit		
57112		General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	408.00
57112	•	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	265.00
57112		General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	125.00
57112		Telecommunications	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	253.00
57112		Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	865.00
57112		Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	200.00
57112			Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	415.00
57112		Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	491.00
57112		General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	90.00
57112		Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	370.00
57112		Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	200.00
57112		License Center	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	990.00
57112		Sanitary Sewer	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	170.00
57112		Water Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Dec 09	370.00
57112	12/02/2009	Golf Course	Employer Insurance	ING ReliaStar	High Deductable Savings Acet-Dec 09	70.00
					Check Total:	12,035.00
57113	12/02/2009	General Fund	Operating Supplies	Language Line Services	Interpreter Services	89.73
					Check Total:	89.73
57114	12/02/2009	General Fund	210600 - Union Dues Deduction	LELS	Payroll Deduction for 12/1 Union Dues	1,596.00
					Check Total:	1,596.00
57115		Sanitary Sewer	Postage	Lone Oak Companies, Inc.	Utility Billing Section #002	436.73
57115		Water Fund	Postage	Lone Oak Companies, Inc.	Utility Billing Section #002	436.73
57115	12/02/2009	Storm Drainage	Postage	Lone Oak Companies, Inc.	Utility Billing Section #002	436.73
					Check Total:	1,310.19
57116	12/02/2009	Police - DWI Enforcement	Professional Services	Mid America Auction	Alcohol Forfeited Vehicle Reimbursement	285.00
					Check Total:	285.00
57117	12/02/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Case #: 001023511002	292.00
					Check Total:	292.00
57118	12/02/2009	Housing & Redevelopment A	AMembership/Subscriptions	MN NAHRO	2010 Membership	130.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amoun
					Check Total:	130.00
57119	12/02/200	9 General Fund	Memberships & Subscriptions	National Notary Association	Membership Renewal	52.00
					Check Total:	52.00
57120	12/02/200	9 P & R Contract Mantenance	Operating Supplies	On Site Sanitation, Inc.	Monthly Service	1.41
					Check Total:	1.41
57121	12/02/200	9 General Fund	Professional Services	Performance Plus, Inc.	Medical Examinations, Mask Fittings	7,085.00
					Check Total:	7,085.00
57122 57122		9 General Fund 9 General Fund	Operating Supplies Operating Supplies	Petco Animal Supplies, Inc. Petco Animal Supplies, Inc.	K9 Supplies K9 Supplies	188.51 117.82
					Check Total:	306.33
57123	12/02/200	9 General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2009 Blanket PO for Vehicle Repairs	13.30
					Check Total:	13.30
57124	12/02/200	9 General Fund	211403 - Flex Spend Day Care		Dependent Care Reimubursement	210.00
					Check Total:	210.00
57125	12/02/200	9 Recreation Fund	Postage	Postmaster- Cashier Window #5	Winter Brochure Postage	4,700.00
				•	Check Total:	4,700.00
57126 57126 57126	12/02/200	9 General Fund 9 General Fund 9 General Fund	211402 - Flex Spending Health 211402 - Flex Spending Health 211405 - HSA Employer	Premier Bank Premier Bank Premier Bank	HSA-Overpayment 11/17 HSA HSA	-156.92 1,116.42 3,060.00
					Check Total:	4,019.50
57127	12/02/200	9 General Fund	Dispatching Services	Ramsey County	911 Dispatch Service	13,232.58

Check Number	Check Date Fund Name	Account Name	Vendor Name	Description	Amount
				Check Total:	13,232.58
57128	12/02/2009 General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case #: CV074555	368.03
				Check Total:	368.03
57129	12/02/2009 Community Development	Professional Services	Roundy's Supermarkets Inc.	Fence Construction Reimbursement	560.00
				Check Total:	560.00
57130	12/02/2009 General Fund	Contract Maintenance	Sprint	Cell Phones	39.99
				Check Total:	39.99
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	110.74
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	183.06
57131 57131	12/02/2009 Information Technology	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	181.49
57131	12/02/2009 General Fund 12/02/2009 General Fund	Employer Insurance Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	58.45
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company Standard Insurance Company	Life Insurance Premium for Dec 2009 Life Insurance Premium for Dec 2009	75.37 55.18
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company Standard Insurance Company	Life Insurance Premium for Dec 2009	1,307.89
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	183.67
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	268.02
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	200.36
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	49.04
57131	12/02/2009 Telecommunications	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	29.87
57131	12/02/2009 Solid Waste Recycle	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	29.87
57131	12/02/2009 Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	187,29
57131	12/02/2009 Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	26.99
57131	12/02/2009 P & R Contract Mantenana	e Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	185,88
57131	12/02/2009 Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	141.25
57131	12/02/2009 General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	58.90
57131	12/02/2009 Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	165.33
57131	12/02/2009 Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	66.25
57131	12/02/2009 Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	57.55
57131	12/02/2009 Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	50.45
57131	12/02/2009 License Center	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	258.09
57131	12/02/2009 Sanitary Sewer	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	97.50
57131	12/02/2009 Water Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	112,97
57131	12/02/2009 Golf Course	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	31.60
57131	12/02/2009 Golf Course	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	28.08
57131	12/02/2009 Storm Drainage	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Dec 2009	59.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57131	12/02/2009	General Fund	210500 - Life Ins. Employee	Standard Insurance Company	Life Insurance Premium for Dec 2009	1,862.15
					Check Total:	6,122.37
57132	12/02/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	174.30
					Check Total:	174.30
57133 57133		Housing & Redevelopment Housing & Redevelopment		Sheila Stowell Sheila Stowell	HRA Strategic Planning Mtg Minutes Mileage Reimbursement	212.75 4.79
					Check Total:	217.54
57134	12/02/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	106.87
					Check Total:	106.87
57135 57135 57135 57135	12/02/2009 12/02/2009	General Fund Police Forfeiture Fund General Fund General Fund	Clothing Professional Services Clothing Clothing	Uniforms Unlimited, Inc. Uniforms Unlimited, Inc. Uniforms Unlimited, Inc. Uniforms Unlimited, Inc.	Flashlight Holder Hawk Lapel Mic Tascr Holster Pants	29.91 4,050.72 53.38 67.95
					Check Total:	4,201.96
57136	12/02/2009	General Fund	Operating Supplies	Verizon Wireless	Cell Phones	143.80
					Check Total:	143.80
57137 57137		Information Technology Equipment Replacement Fu	Contract Maintenance in Other Improvements	Access Communications Inc Access Communications Inc	Labor Project Quote Hamline Avenue S Project M	140.00 6,783.99
57137 57137 57137 57137 57137 57137	12/10/2009 12/10/2009 12/10/2009 12/10/2009	Equipment Replacement Fu Equipment Replacement Fu Equipment Replacement Fu Equipment Replacement Fu Information Technology Information Technology	inOther Improvements inOther Improvements	Access Communications Inc Access Communications Inc Access Communications Inc Access Communications Inc Access Communications Inc Access Communications Inc	Labor Permits Sales Tax Freight Fiber Route Annual Registration Fee	35,875,00 175,00 466,40 793,44 1,358,33 87,50

	12/10/2009	Building Improvements	Skating Center MN Bonding Proj			
57139 1			g center that bonding 110j	AIM Electronics Inc.	Oval Video & Message Display-3rd Pymnt	75,000.00
57139 1					Check Total:	75,000.00
	12/10/2009	Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	2009 CIP Equipment Replacement for 1991	9,695.00
		Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	Antifreeze Winterization Kit Installed	299.00
		Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	Electric Brake W/Pintle Hitch Upgrade	999.00
57139 1	12/10/2009	Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	Adjustable Thermostat for NH Series	125.00
57139 1	12/10/2009	Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	100' x 3/8" Błack Hose w/QC	169.95
57139 1	12/10/2009	Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	12V Cox Electric Hose Reel	549.00
		Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	3/8" x 200' psi Jetter Hose	449.95
57139 1	12/10/2009	Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	3/8" 5.0 Orifice Nozzle Kit	199.95
	12/10/2009	Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	JETTER Conversion Kit for Indoor Jetting	299.00
		Storm Drainage	Vehicles / Equipment	Amazing Machinery, Inc.	Sales Tax	879.03
57139 1	12/10/2009	Storm Drainage	Use Tax Payable	Amazing Machinery, Inc.	Sales Tax	-879.03
					Check Total:	12,785.85
57140 1	12/10/2009	General Fund	Vehicle Supplies	Bauer Built, Inc.	Vehicle Supplies	222.82
					Check Total:	222.82
57141 1	12/10/2009	General Fund	Training	BCA-Breath Test Section	Training	560.00
					- Check Total:	560.00
57142 1	12/10/2009	Recreation Fund	Fee Program Revenue	Trisha Benson	Facility Rental Credit	25.00
		Recreation Fund	Fee Program Revenue	Trisha Benson	Facility Rental Credit	25.00
•		Recreation Fund	Fee Program Revenue	Trisha Benson	Facility Rental Credit	25.00 100.00
					- Check Total:	
					Check Total:	150.00
57143 1	12/10/2009	TIF District #17-Twin Lakes	AUAR SubArea I Prof Svcs	Braun Intertec Corporation	Twin Lakes Public Infrastructure - Phase	4,525.75
					Check Total:	4,525.75
57144 I	12/10/2009	General Fund	Professional Services	Briggs and Morgan, Inc.	Professional Services	1,430.00
57144 1	12/10/2009	TIF District #17-Twin Lakes		Briggs and Morgan, Inc.	Professional Services	1,705.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57144	12/10/2009	Community Development	Development Fees	Briggs and Morgan, Inc.	Professional Services	4,175.00
					Check Total:	7,310.00
57145	12/10/2009	General Fund	Professional Services	Brighton Veterinary Hospital	Animal Control Charges	1,300.00
					Check Total:	1,300.00
57146	12/10/2009	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	Window Cleaning-License Center	29.00
					Check Total:	29.00
57147	12/10/2009	Information Technology	Operating Supplies	CDW Government, Inc.	Cisco Direct	1,226.00
					Check Total:	1,226.00
57148 57148 57148 57148 57148 57148 57148 57148 57148 57148	12/10/2009 12/10/2009 12/10/2009 12/10/2009 12/10/2009 12/10/2009 12/10/2009 12/10/2009	General Fund P & R Contract Mantenance	Clothing Clothing Clothing Clothing Clothing Clothing Clothing Clothing Clothing	Cintas Corporation #470	Uniform Cleaning	36.66 2.66 36.66 2.66 36.66 2.66 36.66 2.66
					Check Total:	196.60
57149	12/10/2009	Water Fund	Accounts Payable	MARGARET CLASEN	Refund check	4.25
					Check Total:	4.25
57150	12/10/2009	Risk Management	Insurance	CNA Surety	Policy #: 0601 70251687	100.00
					Check Total:	100.00
57151	12/10/2009	General Fund	Operating Supplies	Coffee Mill, Inc.	Coffee Supplies	23.00
					Check Total:	23.00
57152	12/10/2009	Information Technology	Telephone	Comcast Cable	High Speed Internet	55.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amoun
					Check Total:	55.56
57153 57153		9 Recreation Fund 9 Recreation Fund	Contract Maintenance Use Tax Payable	Cool Air Mechanical, Inc. Cool Air Mechanical, Inc.	Compressor Repair Sales/Use Tax	204.22 -0.59
					Check Total:	203.63
57154 57154		9 General Fund 9 General Fund	Training Training	Dakota County Technical Colleg Dakota County Technical Colleg	Post Pursuit Class Post Pursuit Class	210.00 420.00
					Check Total:	630.00
57155	12/10/200	9 Equipment Replacement Fo	unOther Improvements	Dell-Comm Inc.	Fiber Installation-Hamline (Co Rd B2-Com	29,244.00
					Check Total:	29,244.00
57156	12/10/200	9 Community Development	Training	Donald Salverda & Associates	Advanced Effective Management Class	600.00
					Check Total:	600.00
57157	12/10/200	9 Water Fund	Accounts Payable	DAVID & DIANE EISEN	Refund check	23.80
					Check Total:	23.80
57158	12/10/200	9 General Fund	Contract Maintnenace	Embedded Systems, Inc.	Tornado Siren Repair	127.50
					Check Total:	127.50
57159	12/10/200	9 General Fund	Operating Supplies	Fed Ex	Shipping Charges	28.16
					Check Total:	28.16
57160	12/10/200	9 Singles Program	Professional Services	Hannah Flowers	Singles Entertainment	50.00
					Check Total:	50.00
57161	12/10/200	9 Community Development	Deposits	Ildephonse Gasongo	Construction Deposit Refund	400.00

Check Number	Check Date Fund Name	Account Name	Vendor Name	Description	Amount
				· · · · · · · · · · · · · · · · · · ·	
				Check Total:	400.00
57162	12/10/2009 General Fund	Motor Fuel	Hartland Fuels	2009 Bianket PO for Fuel	9,236.00
				Check Total:	9,236.00
57163	12/10/2009 Singles Program	Operating Supplies	Jean Hoffman	Singles Supplies Reimbursement	15.62
				Check Total:	15.62
57164	12/10/2009 Community Development	Deposits	Homes By J Brown	Construction Deposit Refund	700.00
				Check Total:	700.00
57165 57165 57165	12/10/2009 Recreation Fund 12/10/2009 Recreation Fund 12/10/2009 Recreation Fund	Fee Program Revenue Fee Program Revenue Fee Program Revenue	Homes For Heroes Homes For Heroes Homes For Heroes	Basketball League Refund Basketball League Refund Basketball League Refund	480.00 10.00 60.00
				Check Total:	550.00
57166 57166 57166 57166 57166	12/10/2009 General Fund 12/10/2009 Recreation Fund 12/10/2009 General Fund 12/10/2009 Recreation Fund 12/10/2009 License Center	Professional Services Contract Maintenance Professional Services Contract Maintenence Professional Services	ISS Facility Services-Minneapo ISS Facility Services-Minneapo ISS Facility Services-Minneapo ISS Facility Services-Minneapo ISS Facility Services-Minneapo	Facility Cleaning Facility Cleaning Facility Cleaning Facility Cleaning Facility Cleaning Facility Cleaning	4,090.88 798.23 399.11 598.67 498.89
				Check Total:	6,385.78
57167	12/10/2009 Sanitary Sewer	Accounts Payable	ROGER KLINE	Refund check	9.41
				Check Total:	9.41
57168	12/10/2009 Recreation Fund	Professional Services	Casey Kohs	Assistant Dance Instructor	33.25
				Check Total:	33.25
57169 57169	12/10/2009 Equipment Replacement F 12/10/2009 Equipment Replacement F		Konica Minolta Business Soluti Konica Minolta Business Soluti	Copy Charges Copy Charges	2,258,18 87.96

Check Number	Check Date Fund Name	Account Name	Vendor Name	Description	Amount
				Check Total:	2,346.14
57170	12/10/2009 General Fund	Operating Supplies	Language Line Services	Interpreter Services	22.59
				Check Total:	22.59
57171	12/10/2009 Park Dedication Fund	Miscellaneous Expense	LHB Inc	Parks and Recreation Master Plan Update	4,330.50
57171	12/10/2009 Park Dedication Fund	Miscellaneous Expense	LHB Inc	Parks and Recreation Master Plan Update	8,705.40
57171	12/10/2009 Park Dedication Fund	Miscellaneous Expense	LHB Inc	Parks and Recreation Master Plan Update	13,906.80
				Check Total:	26,942.70
57172 57172 57172	12/10/2009 Sanitary Sewer 12/10/2009 Water Fund 12/10/2009 Storm Drainage	Professional Services Professional Services Professional Services	Lone Oak Companies, Inc. Lone Oak Companies, Inc. Lone Oak Companies, Inc.	Folding, inserting, mailing, utility sta Folding, inserting, mailing, utility sta Folding, inserting, mailing, utility sta	131.55 131.55 131.55
				Check Total:	394.65
57173	12/10/2009 General Fund	Conferences	Troy Magnuson	Fall Scminar-Rezny	25.00
				Check Total:	25.00
57174	12/10/2009 Sanitary Sewer	Accounts Payable	L MANKE	Refund check	3.48
				Check Total:	3.48
57175	12/10/2009 Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	56.00
				Check Total;	56.00
57176	12/10/2009 General Fund	Operating Supplies	MN Chiefs of Police Assoc	Permits to Acquire	58.78
				Check Total:	58.78
57177 57177	12/10/2009 Community Development 12/10/2009 Community Development	Building Surcharge Miscellaneous Revenue	MN Dept of Labor & Industry MN Dept of Labor & Industry	Building Permit Surcharges Retention	4,774.67 -95.49

Check Jumber	Check Date	Fund Name	Account Name	Vendor Name	Description	Amoun
					Check Total:	4,679.18
7178 7178		Recreation Fund Recreation Fund	Memberships & Subscriptions Memberships & Subscriptions	MN Dept of Labor and Industry MN Dept of Labor and Industry	PRECEIV, PCHILL PRECEIV	130.00 30.00
					Check Total;	160.00
7179	12/10/2009	Street Construction	09-02 Roselawn/HamlineVictoria	MN Dept of Transportation	Concrete, Bituminous Inspections	816.09
					Check Total:	816.09
7180	12/10/2009	Water Fund	Accounts Payable	MORTGAGE ELEC. REG SYSTEMS	Refund check	13.05
					Check Total:	13.05
7181	12/10/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Building Maintenance 2240 St.	788.00
7181	12/10/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Stephen Building Maintenance 2240 St.	1,553.96
7181	12/10/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Stephen Building Maintenance 2240 St.	4,520.45
7181	12/10/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Stephen Building Maintenance 2240 St.	1,163.87
7181	12/10/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Stephen Building Maintenance 2240 St.	387.48
7181	12/10/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Stephen Building Maintenance 2240 St. Stephen	135.00
7181	12/10/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Building Maintenance 2240 St. Stephen	358.18
7181	12/10/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Building Maintenance 2240 St. Stephen	752.21
					Check Total:	9,659.15
7182	12/10/2009	General Fund	Training	New Brighton Dept. of Public S	Firearms Range Rental	1,600.00
					Check Total:	1,600.00
7183	12/10/2009	Recreation Fund	Professional Services	Bob Nielsen	Drive Van Load/Unload	80.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	80.00
57184	12/10/2009	General Fund	Contract Maint City Hall	Nitti Sanitation Inc.	Monthly Service	153.00
57184		General Fund	Contract Maintienace	Nitti Sanitation Inc.	Monthly Service	88.40
57184		General Fund	Contract Maint City Garage	Nitti Sanitation Inc.	Monthly Service	275.40
57184 57184		9 General Fund 9 Golf Course	Contract Maintenance	Nitti Sanitation Inc.	Monthly Service	54.40
57184		Recreation Fund	Contract Maintenance Contract Maintenance	Nitti Sanitation Inc. Nitti Sanitation Inc.	Monthly Service	108.80
57184		P & R Contract Mantenance		Nitti Sanitation Inc.	Monthly Service Monthly Service	224.40 516.80
					Check Total:	1,421.20
57185		Golf Course	Rental	On Site Sanitation, Inc.	Regular Service	10.15
57185	12/10/2009	Golf Course	Rental	On Site Sanitation, Inc.	Regular Service	10.15
					Check Total:	20.30
57186	12/10/2009	Recreation Fund	Professional Services	Once Upon A Star	Tea Party with Grandma	220.00
					Check Total:	220.00
57187 57187		9 General Fund 9 General Fund	Vehicle Supplies 209001 - Use Tax Payable	OSI Environmental Inc OSI Environmental Inc	Filters Sales/Use Tax	251.16
57107	12,10,200	Ocherai i tilu	207001 - Ose Tax I ayable	OSI Environmental inc	Sales/Ose Tax	-16.16
					Check Total:	235.00
57188	12/10/2009	9 Community Development	Electrical Permits	Parsons Electric LLC	Electrical Permit Refund	140.00
					Check Total:	140.00
57189	12/10/2009	9 Golf Course	Operating Supplies	Precision Turf & Chemical, Inc	Grass Seed	627.07
					Check Total:	627.07
57190	12/10/2009	Recreation Fund	Contract Maintenance	Printers Service Inc	Zamboni Ice Knife	425.36
					Check Total:	425.36
57191	12/10/2009	General Fund	Contract Maintenance	Pro-Tec Design, Inc.	Service-PD Interview Room #3	647.36

Check Number	Check Date Fund Name	Account Name	Vendor Name	Description	Amount
				, , , , , , , , , , , , , , , , , , , ,	
				Check Total;	647.36
57192 57192	12/10/2009 Telephone 12/10/2009 Telephone	Telephone Telephone	Qwest Qwest	Telephone Telephone	119.26 56.67
				Check Total:	175.93
57193 57193	12/10/2009 General Fund 12/10/2009 General Fund	Contract Maintenance Professional Services	Ramsey County Ramsey County	Fleet Support Fee Fleet Support Fee	2,437.12 3,951.36
				Check Total:	6,388.48
57194	12/10/2009 Singles Program	Operating Supplies	Ron Rieschl	Singles Supplies	20.00
				Check Total:	20.00
57195 57195	12/10/2009 Water Fund 12/10/2009 Water Fund	Accounts Payable Accounts Payable	ROSEVILLE PROPERTIES ROSEVILLE PROPERTIES	Refund check Refund check	65.00 1.30
				Check Total:	66.30
57196 57196	12/10/2009 Water Fund 12/10/2009 Water Fund	Accounts Payable Accounts Payable	ROSEVILLE PROPERTIES ROSEVILLE PROPERTIES	Refund check Refund check	75.00 1.50
				Check Total:	76.50
57197 57197	12/10/2009 Water Fund 12/10/2009 Water Fund	Accounts Payable Accounts Payable	ROSEVILLE PROPERTIES ROSEVILLE PROPERTIES	Refund check Refund check	75.00 1.50
				Check Total:	76.50
57198 57198 57198	12/10/2009 Sanitary Sewer 12/10/2009 Storm Drainage 12/10/2009 Water Fund	Accounts Payable Accounts Payable Accounts Payable	ROSEVILLE PROPERTIES ROSEVILLE PROPERTIES ROSEVILLE PROPERTIES	Refund check Refund check Refund check	75.00 0.40 1.50
				Check Total:	76.90
57199	12/10/2009 Water Fund	Accounts Payable	ERIC & STEPHANIE RUSSELL	Refund check	23.91

Check Number	Check Date Fund Name	Account N	ame	Vendor Name	Description		Amoun
						Check Total:	23.91
57200	12/10/2009 General Fund	Contract Ma	int City Hall	Schindler Elevator Corporat	ion Quarterly Billi	ng	1,061.49
						Check Total:	1,061.49
57201	12/10/2009 General Fund	211402 - Fle	x Spending Health		Flexible Benef	fit Reimbursement	1,200.00
						Check Total:	1,200.00
57202	12/10/2009 Recreation Fi	nnd Professional	Services	Melissa Schuler	Assistant Dane	ce Instructor	29.75
						Check Total:	29.75
57203	12/10/2009 Sanitary Sew	er Accounts Pa	yable .	IOHN SCHULTZ	Refund check		14.12
						Check Total;	14.12
57204 57204 57204 57204 57204 57204 57204	12/10/2009 General Fund 12/10/2009 General Fund 12/10/2009 Information 7 12/10/2009 Recreation For 12/10/2009 P & R Contra 12/10/2009 General Fund 12/10/2009 Community I	Telephone Technology Ind Telephone Telephone Telephone Telephone Telephone		Sprint Sprint Sprint Sprint Sprint Sprint Sprint	Cell Phones		37.34 112.87 499.54 74.80 37.35 37.35 37.45
						Check Total:	836.70
57205	12/10/2009 General Fund	Operating Su	pplies	Staples Business Advantage	Toner		304.39
						Check Total:	304,39
57206	12/10/2009 Housing & R	edevelopment AProfessional	Services	Sheila Stowell	HRA Meeting	Minutes	103.50
						Check Total:	103.50
57207	12/10/2009 General Fund	Operating Su	ipplies	Suburban Ace Hardware	Double Cut Ko	ey	6.39
						Check Total:	6.39

Check Number	Check Date Fund Name	Account Name	Vendor Name	Description	Amount
57208	12/10/2009 General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2009 Blanket PO for Vehicle Repairs	128.25
				Check Total:	128.25
57209	12/10/2009 General Fund	Operating Supplies	Taser International	Black/Silver DPM	650.00
				Check Total:	650.00
57210	12/10/2009 Water Fund	Accounts Payable	BRIAN TAURINSKAS	Refund check	22.52
				Check Total:	22.52
57211 57211 57211	12/10/2009 Police - DWI Enforcement 12/10/2009 Police - DWI Enforcement 12/10/2009 Police Forfeiture Fund		Twin Cities Transport & Recove Twin Cities Transport & Recove Twin Cities Transport & Recove	Towing Service Towing Service Towing Service	90.84 122.91 90.84
				Check Total:	304.59
57212 57212 57212 57212 57212 57212	12/10/2009 General Fund 12/10/2009 General Fund 12/10/2009 General Fund 12/10/2009 General Fund 12/10/2009 General Fund 12/10/2009 General Fund	Clothing Clothing Clothing Clothing Clothing Clothing	Uniforms Unlimited, Inc.	Pants, Dress Hat Flashlight Holder Belt Raincoat, Pants Pants Pants	51.25 19.23 31.99 143.64 50.95 49.95
				Check Total:	347.01
57213	12/10/2009 General Fund	Operating Supplies	Verizon Wireless	Cell Phones	143.92
				Check Total:	143.92
57214	12/10/2009 General Fund	Training	Waseca Police Dept.	Training	145.00
				Check Total:	145.00
57215 57215 57215	12/10/2009 Water Fund 12/10/2009 Water Fund 12/10/2009 Water Fund	Accounts Payable Accounts Payable Accounts Payable	WELLINGTON MANAGEMENT I WELLINGTON MANAGEMENT I WELLINGTON MANAGEMENT I	NC Refund check	746,44 18.89 19.21
				Check Total:	784.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57216	12/10/200	9 Recreation Improvements	RSC Arena Perimeter	Goodmanson Construction	Concrete flat work as follows:	29,000.00
57216	12/10/200	9 Recreation Improvements	Other Improvements	Goodmanson Construction	Concrete flat work	1,550.25
57216	12/10/200	9 Recreation Improvements	1000 Bench	Goodmanson Construction	Concrete flat work	2,599.70
					Check Total:	33,149.95
						11100
					Report Total:	1,384,179.44

REQUEST FOR COUNCIL ACTION

Date: 12-21-09 Item No.: 7.b

Department Approval

City Manager Approval

Cttyl K. mille

Item Description: Approval of 2010-2011 Business Licenses

BACKGROUND

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

4 5 6

Solid Waste Hauler License

- 7 Aspen Waste Systems, Inc.
- 8 2951 Weeks Avenue SE
- 9 Minneapolis, MN 55414

10

- Keith Krupenny & Son Disposal Service, Inc.
- 12 1214 Hall Avenue
- 13 W. St. Paul, MN 55118

14 15

- Randy's Sanitation, Inc. DBA Randy's Environmental Services
- 16 4351 US Hwy 12 SE
- 17 P.O. Box 169
- 18 Delano, MN 55328

192021

Recycling Hauler License

- 22 Ray Anderson & Sons Co., Inc. DBA Dumpster Box Services
- 23 930 Duluth Street
- 24 St. Paul, MN 55106

252627

28

Solid Waste/Recycling Hauler License

- 29 Allied Waste Services of the Twin Cities
- 30 4325 East 66th Street
- Inver Grove Heights, MN 55076

32

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36
    Tony Mudek Sanitary Hauling
37
    P.O. Box 248
38
    Newport, MN 55055
39
40
    Vasko Rubbish Removal
41
    309 Como Avenue
42
    St. Paul, MN 55103
43
44
    Veolia Environmental Services
45
    309 Como Avenue
    St. Paul, MN 55103
47
48
    Walters Recycling & Refuse
49
    P.O. Box 67
50
    Circle Pines, MN 55014
51
52
    Waste Management of Minnesota, Inc.
53
    10050 Naples Street NE
54
    Blaine, MN 55449
55
56
    POLICY OBJECTIVE
57
    Required by City Code
58
    FINANCIAL IMPACTS
59
    The correct fees were paid to the City at the time the application(s) were made.
60
    STAFF RECOMMENDATION
61
    Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements.
62
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Chris Miller, Finance Director Prepared by:

Motion to approve the business license application(s) as submitted.

Red Arrow Waste Disposal Service

44 East Acker Street

St. Paul, MN 55117

33

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64 65 66

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Attachments: A: Applications

REQUESTED COUNCIL ACTION

Page 2 of 2



Solid Waste Hauler License Application

Fee Due: \$125.00 Year 20/0 (License will be for January 1 to December 31.)
Business Name ASPEN WASTE SYSTEMS INC.
Business Address A951 WEEKS ANE SE MINNEAPOLIS, MN. 554/9 If completed license should be mailed somewhere other than the business address, please advise.
Business Phone 612 - 884 - 8000
Contact Person MARY V, KLA (Business Matters)
Email Address
Contact Person (Operational Matters)
Email Address
Emergency Contact Information Contact Name:
Cell Phone:
Alternate Contact Information: In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.
The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan?X_YesNo
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.
Solid waste collection will be provided to (check all that apply):
Residential (single family, duplex, triplex, fourplex)
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste

(over)



Solid Waste Hauler License Application

Fee Due: \$125.00 Year <u>ADID</u> (License will be for January 1 to December 31.)
Business Name Keitn Krupenny & Sch Disposal Service, Inc.
Business Address 1214 Hall Aulnul W.St. Paul 17W 55118 If completed license should be mailed somewhere other than the business address, please advise.
Business Phone <u>US1. 457. 3680</u>
Contact Person Mandy Kasal on Kay Kripenny (Business Matters)
Email Address
Contact Person Mandy Keisel or Kay Kripenny (Operational Matters)
Email Address
Emergency Contact Information Contact Name: Keith Knpenny
Cell Phone:
Alternate Contact Information: In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability. The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan? Yes No **WE OO Rolho FFS any -// Case To Service. Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant
information regarding provision of collection service under the plan.
Solid waste collection will be provided to (check all that apply): Residential (single family, duplex, triplex, fourplex) Multiple Residential (apartment, condominium, manufactured home park, and townhouse) ROUL OFFS ON US CALL SERVICE
Residential (single family, duplex, triplex, fourplex) Me time USC on call
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste

(over)



Solid Waste Hauler License Application

	i
Fee Due: \$125.00 Year 20/0 (License will be for January 1 to December 31.)	
Business Name Randy's Sanitation, INC. DBA: Randy's Environmenta	1
Business Address PO Box 169 Delano Mn. 55328 If completed license should be mailed somewhere other than the business address, please advise.	seru
Business Phone (763) 972-3335	
Contact Person Rhonda Saler (Business Matters)	
Email Address	
Contact Person Rhonda Saler (Operational Matters)	
Email Address Same	
Emergency Contact Information Contact Name: Ed Rowland Operations Manager	
Cell Phone:	
Alternate Contact Information: In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.	
The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan?YesNo	
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.	
Solid waste collection will be provided to (check all that apply):	
Residential (single family, duplex, triplex, fourplex)	
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)	
Commercial/Industrial	
Number of vehicles the applicant proposes to use in the collection of solid waste	



Solid Waste Hauler License Application

Fee Due: \$125.00 Year (License will be for January 1 to December 31.) RAY ANDERSON & SONS CO. INC.
Business Name DUMPSTER BOX SERVICES
Business Address ST. PAUL, MN 55106-3418 If completed license should be mailed somewhere other than the business address, please advise.
Business Phone 65/-774-2550
Contact Person Rick L. ANDERSON (Business Matters)
Email Address DUMPSTER BOX SERVICES Contact Person RICK ANDERSON
Contact Person Rick ANDERSON (Operational Matters)
Email Address SAMC
Emergency Contact Information Contact Name: RICHARD ORTHMEY DR
Cell Phone:
Alternate Contact Information: In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.
The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan?YesNo
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.
DUMPSTER BOX JERVICE ONLY.
Solid waste collection will be provided to (check all that apply):
Residential (single family, duplex, triplex, fourplex)
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste



Solid Waste Hauler License Application

0015
Fee Due: \$125.00 Year 2010 (License will be for January 1 to December 31.)
Business Name AlliFD Wast Servius of The Twin Cities
Business Address 4325 E. Web Strut-Truer from Heights, MN 5507 (If completed license should be mailed somewhere other than the business address, please advise.)
Business Phone 651-1455-8634
Contact Person JAMES Rauschnot-Geneval Manager (Business Matters)
Email Address
Contact Person SAME AS Above (Operational Matters)
Email Address Same as Above
Cell Phone: Alternate Contact Information: Alternate Contact
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.
Solid waste collection will be provided to (check all that apply):
Residential (single family, duplex, triplex, fourplex)
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
X Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste



Recycling Hauler License Application

Fee Due: \$125.00 Year 2010 (License will be for January 1 to December 31.)
Business Name Allied WASTE SErvices of The I win Cities
Business Address 4325 E. 66th Street - Triver Grave Heights, MN 50
Business Phone 651-455-8634
Contact Person JAMES PRANSCHNOT Email Address JRANSCHNOT @ repubic Services
Emergency Contact Information TAMES Paushnot
If completed license should be mailed somewhere other than the business address, please attach separate sheet.
Recycling services will be provided to (check all that apply):
Residential X Commercial X Multifamily Industrial
Number of vehicles the applicant proposes to use in the collection of recyclables
Name and address of companies or materials recovery facility where recyclables will be delivered:
Allied Recyclery Allied Freyclery Allied Freyclery Same Same
Inver Grove Heights MN
Office paper/Boxboard* Corrugated Cardboard* Other(please specify)
*Required items for residential and multifamily haulers
I have been provided with a copy of the City of Roseville Curbside Recycling Ordinance and understand that violation of any of the provisions included in the ordinance may result in suspension or revocation of the license.
I have attached a certificate of liability insurance, a certificate indicating Worker Compensation of overage, and the fee of \$125.00.
Date Applicant's Signature Title



Solid Waste Hauler License Application

Fee Due: \$125.00 Year 2010 (License will be for January 1 to December 31.)
Business Name Red Arrow Waste Disp. Serv
Business Address 44 E. Acker ST. ST. Paul Mr. 55-117 If completed license should be mailed somewhere other than the business address, please advise.
Business Phone 657-324-2035
Contact Person Richard Krawezewski. (Business Matters)
Email Address
Contact Person (Operational Matters)
Email Address
Emergency Contact Information Contact Name:
Cell Phone:
Alternate Contact Information: In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.
The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan? YesNo
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.
Solid waste collection will be provided to (check all that apply):
X Residential (single family, duplex, triplex, fourplex)
_X Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
Y Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste

(over)



Recycling Hauler License Application

Fee Duc: \$125.00 Year 3.010	_ (License will be for January 1 to Decemb	per 31.)
	on Naste Disp	
	cker ST. ST. Pac	
Business Phone 651- 224		
	zewsk, Email Address Red A	crow Waste @ AOL com
Emergency Contact Information		
If completed license should be mailed s	omewhere other than the business addres	ss, please attach separate sheet.
Recycling services will be provided to (cl	heck all that apply):	•
Residential Comme	rcial X Multifamily X Industrial	
	es to use in the collection of recyclables	1
	ials recovery facility where recyclables will	
		be defired.
Newsprint*	Glass*	Cans/Plastic*
Best MarkeT		
And the state of t	W/Feder Republic Control of the Cont	
Office paper/Boxboard*	Corrugated Cardboard*	Other(please specify)
		111111111111111111111111111111111111111
*Required items for residential and multif	amily haulers	
I have been provided with a copy of the C provisions included in the ordinance may	ity of Roseville Curbside Recycling Ordinar result in suspension or revocation of the lice	nce and understand that violation of any of the ense.
I have attached a certificate of liability ins	urance, a certificate indicating Worker Com	pensation coverage, and the fee of \$125.00.
9-11.09	Richard Hrawenswari	Partnus
Date	Applicant's Signature	Title



Solid Waste Hauler License Application

Fee Due: \$125.00 Year 2000 (License will be for January 1 to December 31.)
Business Name TONY MUDER JANITARY HAULING
Business Address POBOX 248, NEWDORT MN 55058 If completed license should be mailed somewhere other than the business address, please advise.
Business Phone <u>651-222-2977</u>
Contact Person ANTHONY MUDEK (Business Matters)
Email Address NONE
Contact Person ANTHOWY MUDEK (Operational Matters)
Email Address
Emergency Contact Information Contact Name: ANTHONY MUDEK
Cell Phone: 7
Alternate Contact Information: In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.
The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan?X'_YesNo
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.
Solid waste collection will be provided to (check all that apply):
Residential (single family, duplex, triplex, fourplex)
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste 3



Recycling Hauler License Application

Fee Due: \$125.00 Year 2010	_ (License will be for January 1 to Decer	nber 31.)
Business Name TONY MU	DEK SANITARY HAULING	
•		055
Business Phone 651-222	- 2977	
Contact Person ANTHONY	MUDEK Email Address	NONE
·		
If completed license should be mailed so		
Recycling services will be provided to (ch	eck all that apply):	
ResidentialCommer	cialMultifamilyIndustrial	
Number of vehicles the applicant proposes	s to use in the collection of recyclables	2
Name and address of companies or materi	als recovery facility where recyclables w	ill be delivered:
Newsprint* ROCK-TENN CORP	Glass*	Cans/Plastic*
2250 WABASH AUE		JAJ RECYGLING
ST. PAUL MN		5T PAUL MN 55107
Office paper/Boxboard*		ST PAUL MN 55197 Other(please specify)
ROCK-TENN CORP	BOCK-TENU CORP	
*Required items for residential and multifa	amily haulers	
have been provided with a copy of the Ci provisions included in the ordinance may r	ty of Roseville Curbside Recycling Ordinesult in suspension or revocation of the li	nance and understand that violation of any of the cense.
have attached a certificate of liability insu	urance, a certificate indicating Worker Co	ompensation coverage, and the fee of \$125.00.
11/14/09	ansomete	Title
Date	Applicant's Signature	Title



Solid Waste Hauler License Application

Fee Due: \$125.00 Year Love (License will be for January 1 to December 31.)
Business Name Veolin ES
Business Address 309 Como Auc 54. Paul Mn. 55103 If completed license should be mailed somewhere other than the business address, please advise.
Business Phone 651- 487 - 8546
Contact Person Dave Zieroth (Business Matters)
Email Address
Contact Person Sune. (Operational Matters) Email Address Sum.
Email Address 5um.
Emergency Contact Information Contact Name: Danneck
Cell Phone:
Alternate Contact Information: In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability. The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan? YesNo
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.
Solid waste collection will be provided to (check all that apply):
Residential (single family, duplex, triplex, fourplex)
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste



Recycling Hauler License Application

The state of the s		
Fee Due: \$125.00 Year	_ (License will be for January 1 to Dece	mber 31.)
Business Name Veolin ES		
Business Address 309 Co.	no A-c. 5t. P.	mn. 55703
	651-487.8544	
Contact Person Dave Ziero	Email Address Davi	1.Z: eroth Al Veolines.com
Emergency Contact Information		
If completed license should be mailed so	omewhere other than the business add	ress, please attach separate sheet.
Recycling services will be provided to (ch	neck all that apply):	
ResidentialCommer	cialMultifamilyIndustrial	
Number of vehicles the applicant proposes	s to use in the collection of recyclables _	2
Name and address of companies or materi	als recovery facility where recyclables w	ill be delivered:
Newsprint* Enscha Recycling	Glass*	Cans/Plastic*
2828 hennely St.		
mpl. mn. 55413		
Office paper/Boxboard*	Corrugated Cardboard*	Other(please specify)
	į t	
*Required items for residential and multifa	nmily haulers	
have been provided with a copy of the Ci provisions included in the ordinance may r	ty of Roseville Curbside Recycling Ordinesult in suspension or revocation of the 1	nance and understand that violation of any of the icense.
have attached a certificate of liability insu	rance, a certificate indicating Worker Co	ompensation coverage, and the fee of \$125.00.
10-29-09	DOM	Route Mungar
Date	Applicant's Signature	Title



Solid Waste Hauler License Application

Fee Due: \$125.00) Year 2010 (License will be for January 1 to December 31.)
Business Name Vacture ES
Business Address 309 Come Auc 51. Paul Mr. 55103 If completed license should be mailed somewhere other than the business address, please advise.
Business Phone 651 - 487 - 8546
Contact Person Dave Zieruth. (Business Matters)
Email Address
Contact Person Mile Dannelzer (Operational Matters)
Email Address
Emergency Contact Information Contact Name: Date Zieroth
Cell Phone:
Alternate Contact Information: Mike Danacker. In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the materia involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.
The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan?No
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.
Solid waste collection will be provided to (check all that apply):
Residential (single family, duplex, triplex, fourplex)
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste



Recycling Hauler License Application

EARLINE TO THE THE STATE OF THE		
Fee Due: \$125.00 Year 2010	(License will be for January 1 to Decem	iber 31.)
Business Name Vaulia £5		
Business Address 309 Ccmo	Ave	
Business Phone 651 - 487	2546	
		· · · · · · · · · · · · · · · · ·
Emergency Contact Information		
If completed license should be mailed so	•	
Recycling services will be provided to (che	eck all that apply):	
ResidentialCommerce	ialMultifamilyIndustrial	
Number of vehicles the applicant proposes	to use in the collection of recyclables	2
Name and address of companies or materia		
Newsprint* Ewiche Recycle	Glass*	Cans/Plastic*
2828 menty St NE	/ [. (
Mpls M. 55 413		
Office paper/Boxboard*	Corrugated Cardboard*	Other(please specify)
((\ (: (
*Required items for residential and multifar I have been provided with a copy of the Cit provisions included in the ordinance may re	y of Roseville Curbside Recycling Ordina	ance and understand that violation of any of the
		npensation coverage, and the fee of \$125.00.
9-14-09	No de la companya del companya del companya de la c	Ruite muniter
Date	Applicant's Signature	Title



Solid Waste Hauler License Application

Fee Due: \$125.00 Year 2018 (License will be for January 1 to December 31.)
Business Name Walters Reycling & Legeling & Legeling
Business Address MA - Po. Bax 67 Circle Pinks Mw 55014 If completed license should be mailed somewhere other than the business address, please advise.
Business Phone 763-780 · 8464
Contact Person Sector S
Email Address
Contact Person (Operational Matters)
Email Address Abux
Emergency Contact Information Contact Name: Stock Room Ros Chours
Cell Phone:
Alternate Contact Information: In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.
The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan?No
Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.
Solid waste collection will be provided to (check all that apply):
X Residential (single family, duplex, triplex, fourplex)
Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
X Commercial/Industrial
Number of vehicles the applicant proposes to use in the collection of solid waste



Recycling Hauler License Application

Fee Due: \$125.00 Year 20.0	(License will be for January 1 to Dec	ember 31.)
Business Name Watter Lougle	1 & Repase	
•	Cecle hours May 55044	
Business Phone 767-780-8464		
Contact Person CALC SOLERSTER	Email Address	
Emergency Contact Information		• •
If completed license should be mailed sor	newhere other than the business ad-	dress, please attach separate sheet.
Recycling services will be provided to (che		,
,	al Multifamily 🗶 Industrial	
Number of vehicles the applicant proposes		2
Name and address of companies or material		
Newsprint*	Glass*	Cans/Plastic*
Newspini	Giass	Curisti tustic
REGULANEOUS	Rayce Housin	Reych America
Eurles		
Office paper/Boxboard*	Corrugated Cardboard*	Other(please specify)
Reyle America	Recycle Hacrica	
Eureka	Eucha	
*Required items for residential and multifar	nily haulers	
I have been provided with a copy of the City provisions included in the ordinance may re		dinance and understand that violation of any of the license.
I have attached a certificate of liability insur	rance, a certificate indicating Worker	Compensation coverage, and the fee of \$125.00.
10/26/09	Julan	ORCASTION MGR. Title
/ Date	Applicant's Signature	Title



Solid Waste Hauler License Application

W	
Fee Due: S	125.00 Year 2010 (License will be for January 1 to December 31.)
Business Nam	c Waste Management of Minnesota, Inc.
Business Addr If completed by	ress 10050 Napus St NE, Blaine Mn 55449 icense should be mailed somewhere other than the business address, please advise.
Business Phon	
Contact Person (Business Mat	
Email Address	•
Contact Persor (Operational M	1 V 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Email Address	Same
Cell P	ntact Information ct Name: Forvest Sarte Thone: nate Contact Information: nt, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris
from material c involved, the a	at, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris collected the company must contact the City within one business day with information regarding the material mount of material involved and the steps taken by the company to mitigate and remediate damage. This of absolve the company from liability.
continue servic	ts that in the case of a natural or man-made disaster or a public health crisis your company will be able to e. Your company should plan for continuity of operations through an emergency operations plan. Does you an emergency operations plan? Yes No
	must notify the City when you activate your emergency operations plan, and inform the City of relevant parding provision of collection service under the plan.
Solid waste col	lection will be provided to (check all that apply):
★ Residentia	al (single family, duplex, triplex, fourplex)
X Multiple I	Residential (apartment, condominium, manufactured home park, and townhouse)
X Commerc	ial/Industrial
Number of vehi	cles the applicant proposes to use in the collection of solid waste

(over)



Recycling Hauler License Application

	lanagement - Blaine 265 St NE Blaine MY	1 55449
usiness Phone <u>952 - 390</u>	-1100	
ontact Person Ferrest S	artell Email Address	,
mergency Contact InformationF	orrest Sartell	The state of the s
completed license should be maile	d somewhere other than the business address	s, please attach separate sheet.
ecycling services will be provided to	(check all that apply):	
Residential X Com	ncrcial X Multifamily X Industrial	
umber of vehicles the applicant prop	oses to use in the collection of recyclables	
ame and address of companies or ma	terials recovery facility where recyclables will l	oe delivered:
Newsprint*	Glass*	Cans/Plastic*
* All recycling goes	to Waste Management-Tw 1800 Broadway St NE	in Cities MRI=
Office paper/Boxboard*	1800 Breadway SF NE MP16 MN Corrugated Cardboard*	Other(please specify)
Required items for residential and mu	Itifamily haulers	ce and understand that violation of any of

REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 7.c

Department Approval City Manager Approval

Item Description: Request for Approval of General Purchases or Sale of Surplus Items

Exceeding \$5,000

1 BACKGROUND

Ctton K. mill

2 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.

6 General Purchases or Contracts

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

Department	Vendor	Description	Amount
Sewer	St. Joseph Equipment	Towmaster Trailer (replacement)	\$ 5,966.66

9 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	
n/a	n/a	

14 POLICY OBJECTIVE

13

15 Required under City Code 103.05.

16 FINANCIAL IMPACTS

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

18 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.

21 REQUESTED COUNCIL ACTION

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

2425

Prepared by: Chris Miller, Finance Director

Attachments: A: None

26

REQUEST FOR COUNCIL ACTION

Date: 12/21/2009 Item No.: 7.d

Department Approval City Manager Approval

Wymalinen

Item Description: Authorize Issuing RFP for Printing Services

BACKGROUND

The City of Roseville communicates news of use and importance to residents through a variety

- of media. The main communication tool is the resident newsletter the "Roseville City News."
- The six-page, broadsheet (11x17) newsletter is mailed to every resident and business with a
- 5 Roseville mailing address for a total of 16,700 copies.

6

- Roseville has been publishing a resident newsletter since 1967. In a 1998 survey 82% of
- 8 residents said the newsletter was very effective or somewhat effective in keeping them informed
- of activities in the City. In a 2002 resident survey 74% of residents surveyed said they receive
- recycling information from the Wrap three times more than from any other source of
- information.

12

- Roseville has a significant senior population that relies on printed communication to receive
- information about City services. While the City continues expanding its electronic
- communications, many more residents are getting information from printed sources. For
- instance, 34 of 44 applicants for this fall's Roseville University heard about the course from a
- print source, nine from word of mouth and only one who applied after viewing it on the website.
- This is just one of a number of examples where staff has tracked resident response to
- communications. Each case shows significantly more response from printed material versus
- 20 electronic communications.

21

26

- Roseville began soliciting bids for newsletter printing in 2001. Through competitive bidding the
- 23 City has secured long-term low-cost printing which has cut the cost of printing by more than
- 40%. Staff has also undertaken other cost-saving measures which have saved the City an
- additional 20%.

POLICY OBJECTIVE

- 27 The current contract with Greenhaven Printing for newsletter printing expires in March 2010.
- Staff seeks to incorporate additional printing needs (forms and envelopes) into the contract to
- secure additional long-term savings.

BUDGET IMPLICATIONS

- Currently the City pays approximately \$4,000 an issue to print 16,700 copies of the newsletter
- and prepare them for mailing. The City spends approximately \$6,000 for the other printing
- services included in the RFP (e.g. forms and envelopes).

REQUESTED COUNCIL ACTION

A motion authorizing the City of Roseville to issue a Request for Proposals (RFP) for printing

36 services.

30

34

Prepared by: Tim Pratt, Communications Specialist

Attachments: A: Proposed RFP



2660 Civic Center Drive Roseville, MN 55113

REQUEST FOR PROPOSALS PRINTING SERVICES

Issued December 22, 2009

Responses due January 22, 2010

REQUEST FOR PROPOSALS PRINTING SERVICES

Table of Contents	<u>Page</u>
Purpose and Need	1
Selection Process	3
Bidding Forms	5

Attached: copy of current newsletter Forms

PURPOSE AND NEED

As part of a periodic assessment of the cost-effectiveness and quality of Roseville printed material, the City is requesting proposals for a variety of printing needs.

Newsletter

The City of Roseville communicates news of use and importance to residents through a variety of media. The main communication tool is the bi-monthly resident newsletter the Roseville City News. The four-color, six-page broadsheet (11x17) newsletter is mailed pre-sort standard or by addressed mail to every resident and business with a Roseville mailing address. Print run is 16,500 newsletters printed every two months. The City uses New Leaf opaque text, but another 100% post-consumer recycled content paper is acceptable. Twice a year the City includes an 8 ½" x 11" flyer that is stapled into the newsletter.

Envelopes and Stationery

The City requires printed material meet the U.S. Government standard of a minimum of 30% post-consumer recycled content in office papers including envelopes and forms. Additional consideration will be given to firms that propose to use paper with additional recycled content.

The City of Roseville has printed the following quantities of envelopes:

#9 with black ink logo and return address	5,000/year
#10 with black ink logo and return address	5,000/year
#10 with black ink logo and return address on pink	
paper	1,000/year
#10 window with black ink logo and return address	10,000/year
#10 on Nekoosa Ash Linen paper with two color	
logo and return address on back side flap	25,000/year
10 x 13 with peel and seal strip, black ink logo	
and City Hall return address	1,000/year
10 x 13 with peel and seal strip, black ink logo	
and License Center return address	500/year
8 ½ x 11 Stationery on Nekoosa Ash Linen paper	
two-color	50,000/year

Note that these are estimated quantities and actually print quantities may vary.

Forms

The City requires printed material meet the U.S. Government standard of a minimum of 30% post-consumer recycled content in office papers including envelopes and forms. Additional consideration will be given to firms that propose to use paper with additional recycled content.

The City of Roseville has printed the following quantities of forms:

2-part carbonless 8 ½" x 5 ½" forms

2 ½" x 4" name stickers with black ink logo
3-part carbonless 8 ½" x 5 ½" forms
Leave time request form
3-part carbonless 8 ½" x 11" forms
Personnel action forms
1,000/once every two years
1,000/once every two years

Pet license 1,000/year
25 ½" x 11" folded to 8 ½" x 11" black ink
Employment Application 500/once every three years
4 ¾" x 14" folded to 4 ¾" x 7" black ink
Leaf Program postcard 9,000/year
8 ½" x 11" flyer for Clean Up Day 17,000/year

Note that these are estimated quantities and actually print quantities may vary.

Business Cards

In the past the City of Roseville has had 50,000 business card shells printed. Then individual names are printed as needed. The Parks and Recreation Department has its mission statement and logos printed in black ink on the reverse side of its cards. The City of Roseville uses Nekoosa Ash card stock.

Business card shells

Business cards

Black ink single-sided

Business cards

Black ink double-sided

50,000/every two years
15 sets of 500/year
5 sets of 500/year

Note that these are estimated quantities and actually print quantities may vary.

The City of Roseville wishes to enter into a three-year contract with a vendor who most completely meets the specifications listed on pages 2 and 3. Roseville reserves the right to select separate vendors for these three categories: Newsletter printing and mailing, Envelope printing, Form printing.

PROPOSAL EVALUATION CRITERIA

- 1.01 To provide services including but not limited to printing of source material generated in Microsoft Word, Adobe Photoshop, Adobe PageMaker, Adobe InDesign, Adobe Illustrator and/or Corel Draw; in-house printing of a six-page, broadsheet newsletter on paper with a minimum of 100% post-consumer recycled content; ability to staple inserts; a runner to pick up and deliver copy; inkjet addressing of 216 newsletters and prepare approximately 16,000 for pre-sort standard mailing; and delivering newsletters to the Post Office needed to achieve the ultimate intent of effectively and efficiently publishing the Roseville City News.
- 1.02 The Vendor will have the ability to meet strict deadlines and the ability to hold space to accommodate last minute additions and corrections.
- 1.03 The Vendor will include with the proposal examples of municipal newsletters and forms produced in-house using the specifications in item 1.01. Vendor will also include the contact names, phone numbers and email addresses of clients for the examples provided.
- 1.04 If any services are to be out-sourced, Vendor will provide a detailed list of those services, the names and contact information of those service providers and a history of the working relationship between the Vendor and the service provider. Vendor will also include the contact names, phone numbers and email addresses of references for the service provider.

- 1.05 Proposals are to include all relevant charges for labor, supplies, start-up costs and taxes. Note that municipal newsletters are specifically exempt from Minnesota sales tax while other printing services are not.
- 1.06 The Communications Specialist will provide the Vendor with copies of the Roseville City News and other relevant documents as needed. PDF versions of the newsletter and forms are attached to this RFP.
- 1.07 The Vendor will notify the Communications Specialist of any deficiencies, omissions, inaccuracies, errors, or contradictions in the plans or specifications that will affect or alter completion of publication prior to submission of a proposal.
- 1.08 The Vendor will report to the Communications Specialist throughout this project and develop a working relationship that will include offering suggestions of improvements of the content and design.
- 1.09 The City of Roseville is committed to lessening the environmental impact of its services. As such, preference for this contract will be given to printers that qualify for the Printing Industry of Minnesota, Inc.'s Great Printer Environmental Initiative. More information on the Great Printer Environmental Initiative can be found at http://www.pimn.org/environment/greatprinter.htm The City of Roseville will also consider similar third-party environmental certifications.
- 1.10 Vendors are encouraged to submit proposals for some or all of Roseville's printing needs. Roseville reserves the right to select separate vendors for these three categories: Newsletter printing and mailing, Envelope printing, Form printing.
- 1.11 Questions regarding this RFP shall be submitted in writing to Communications Specialist Tim Pratt. All questions must be received by January 8, 2010. Written responses will be sent to all potential bidders by January 15, 2010.
- 1.12 The Vendor will be available to begin work as of April 1, 2010 pending contract approval by the City Council.

SELECTION PROCESS

- a) Four (4) copies of the written proposal are due back by 4:00 p.m. January 22, 2010. Proposal shall include information about your company including:
 - Name, address, phone number and website of company
 - Name, phone number and email address of designated contact person
 - A brief history of your company
 - A statement detailing the services your company provides, any services that will be outsourced such as mailing preparation and your ability to meet the City's needs specified in this RFP.
 - A list of references including contact names, phone numbers and email addresses
 - A list of references for any service provider for outsourced services including contact names, phone numbers and email addresses

- Examples of printed newsletters and forms
- A statement detailing your company's commitment to lessening its environmental impact including any third-party certifications such as being a MN Great Printer
- Completed bidding sheets

You may drop them off in person at City Hall or mail them to:

Tim Pratt, Communications Specialist City of Roseville 2660 Civic Center Drive Roseville, MN 55113.

- b) A City Committee composed of three City staff members will review the written proposals.
- c) Finalists who best meet the criteria specified in this request for proposals will be invited to give a presentation on Wednesday, February 3, 2010.
- d) The committee will then make a recommendation to the Roseville City Manager.
- c) The City Manager will then make a recommendation to the Roseville City Council on or around its February 22, 2010 meeting.
- d) The City of Roseville reserves the right to reject all or parts of any proposal.

Questions concerning this proposal should be directed to Communications Specialist Tim Pratt at tim.pratt@ci.roseville.mn.us or 651-792-7027.

City of Roseville Printing Services Bid Form

Service	Qty	Price per print run
Newsletter		• •
Printing and mailing City News	16,500 every two months	
	subtotal	
Envelopes		
#9 with black ink logo and return address	5,000 once a year	
#10 with black ink logo and return address	5,000 once a year	
#10 with black ink logo and return address on pink paper	1,000 once a year	
#10 window with black ink logo and return address	10,000 once a year	
#10 on Nekoosa Ash Linen paper with two color logo and return address on back flap	25,000 once a year	
10 x 13 with peel and seal strip, black ink logo and City Hall return address	1,000 once a year	
10 x 13 with peel and seal strip, black ink logo and License Center return address	500 once a year	
8 ½ x 11 Stationery on Nekoosa Ash Linen paper two-color	50,000 once a year	
	subtotal	
Forms		
2 ½" x 4" name stickers with black ink logo	1,000 once every two years	
3-part carbonless 8 ½" x 5 ½" - Leave time request	1,000 once a year	
3-part carbonless 8 ½" x 11" - Personnel action forms	1,000 once every three years	

2-part carbonless 8 ½" x 5 ½" - Pet license	1,000 once a year	
25 ½" x 11" folded to 8 ½" x 11" black ink - Employment Application	500 once every three years	
4 ¾" x 14" folded to 4 ¾" x 7" black ink - Leaf Program postcard	9,000 once a year	
8 ½" x 11" flyer for Clean Up Day	17,000 once a year	
Business card shells Two color, single-sided	50,000 every two years	
Business cards Black ink single-sided	15 sets of 500 throughout the year	
Business cards Black ink double-sided	5 sets of 500 throughout the year	
	subtotal	
	Grand Total	

REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 7.e

Department Approval City Manager Approval

Wymahnen

Item Description: Receive Quarterly Shared Services Update

1 BACKGROUND

8

10

In February 2009, Resolution 10691, Authorizing Examination of Cooperation and Shared Services with

- 3 Others, was adopted by the City Council supporting discussing and researching possible new and enhanced
- 4 cooperation and shared services with local governments and others; and authorizing the City Manager to
- 5 pursue and examine new cost-effective means of cooperating and sharing services; and directing the City
- 6 Manager to report back on a regular basis to the City Council regarding cooperative opportunities.

REQUESTED COUNCIL ACTION

Receive the December 2009 Quarterly Shared Services Update

Prepared by: Bill Malinen

Attachments: A: December 2009 Shared Services Update

Shared Services Update* 12/21/09

Roseville Services Used by Others

Description of Shared Service	Shared Service Updates:
1. GIS Services with North St. Paul	 Update here: For the past two years, the City of Roseville has provided the City of North St. Paul 425 hours of Community Development staff time for GIS services for a fee of \$15,000 annually. Staff will plan on continuing this relationship into 2010. PT 06/09
2. Program Offerings to Lauderdale	 Entered into an general agreement to provide certain program offerings to the community of Lauderdale for a fee LB 6/09
3. IT support services	 JPA signed with the City of Forest Lake for IT support services. Value of the contract is \$55,000 annually <i>CKM 9/09</i> JPA signed with the City of Vadnais Heights for IT support services. Value of the contract is \$48,000 annually <i>CKM 6/09</i>
4. Joint Fiber Optic Network	 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000. Expected completion on 10/31/09 <i>CKM</i> 9/09 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000 <i>CKM</i> 6/09
5. Engineering Services Falcon Heights and Arden Hills	o Continue to provide Engineering support services DS 05/09
6. Street message painting	o Provide as needed to Falcon Heights DS 6/09
7. East Metro SWAT	 Multi-Jurisdictional tactical team involving the following cities: Roseville, St. Anthony, New Brighton, North St. Paul, and University of MN police department. RM 11/09 Multi-Jurisdictional tactical team involving the following cities: Roseville, St. Anthony, New Brighton, North St. Paul, and we have the University of MN police department interested in joining in the near future. CS 6/09
8. Pursuit Intervention Technique Training	o This training is legislatively mandated. Law enforcement personnel must attend this training every three years. RPD oversees this training and is working on adding more departments to the group. CS 6/09
9. K-9 Police Training Area	o K-9 teams from throughout the metro area travel to the Roseville K-9 training area, where the grounds is set up to assist officers and their K-9 partners in preparing for Police Dog 1 certification trials and street work. <i>CS</i> 6/09
10. Automatic Mutual Aid with Lake Johanna Fire	 Provide mutual aid between Lake Johanna Fire and Roseville Fire for all structure fires. TO 9/09
11. Capital City Mutual Aid Association	 Provide fire mutual aid for all fire departments within Ramsey County. TO 9/09
12. North Suburban Mutual Aid Association	o Provide fire mutual aid for all fire departments within Hennepin County. <i>TO 9/09</i>

Others' Services Used by Roseville

Description of Shared Service	Shared Service Updates:
1. Equipment Rental opportunity	o Received equipment rental rate list from City of St. Paul DS 6/09
2. Equipment Sharing with Ramsey County PW	Ongoing sharing of sealcoat equipment with RCPW DS 6/09
3. Discussing using Falcon Heights and Little Canada Regenerative Air Sweeper on rental basis	Ongoing DS 6/09
4. St. Paul P.D. Records Management System	O Utilize their report-writing software and records management system. All law enforcement agencies with the exception of Ramsey County Sheriff's Office all contract with St. Paul PD for this system. <i>CS</i> 6/09
5. Ramsey County Dispatch Service	o Provides dispatching services for the entire county except White Bear Lake. <i>CS</i> 6/09
6. Ramsey County Detention Service	 Temporary and long-term incarceration for arrested individuals. CS 6/09
7. Ramsey County Warrant Service	 Serves active warrants resulting from Roseville PD arrests. CS 6/09
8. Allina Medical	 Provides EMT services/ East Metro Swat tactical EMS service overview. CS 6/09
9. Roseville Fire Department	o Training and the providing of EMT services. CS 6/09
10. Century College	o Mandated and career training for law enforcement personnel. <i>CS</i> 6/09
11. Bureau of Criminal Apprehension	o Training, lab work, evidence analysis, statistical information, identification information, etc. Team also responds to critical incidents, suspicious deaths, etc. We also utilize their polygraph service. <i>CS</i> 6/09
12. MN State Patrol	o Assists in accident reconstruction, investigations, etc. CS 6/09
13. Financial Crime Services	o Implementation of the check diversion program. CS 6/09
14. Crime Stoppers	o Creation of a "tip-line" and on-going partnership in working with the media to develop leads in high-profile cases. <i>CS</i> 6/09
15. East Metro Narcotics Task Force	o A Roseville officer is assigned to this unit. CS 6/09
16. Ramsey County Crime Lab	o Use lab for narcotics testing. CS 6/09
17. Midwest Children's Resource Center	o Assist us on interviews of victims of abuse. CS 6/09
18. Northwest Youth and Family Services	o They handle youth diversion programs for Roseville. CS 6/09
19. Tubman Family Alliance	 Provide follow-up and advocacy for victims of domestic violence. CS 6/09
20. Target Corporation	o They provide assistance with video forensics. CS 6/09
21. BCA, Ramsey County, St. Anthony Police Department	o We utilize these agencies for computer forensics. CS 6/09
22. Ramsey County Apprehension and US Marshals	 Both have provided assistance to us on several cases in gathering intelligence, locating suspects, executing search warrants and tracking cell phones. CS 6/09
23. Postal Inspector	 We regularly work with the US Postal Inspector in verifying addresses and also on criminal cases involving US Mail. CS 6/09
24. Mid-America	o We have entered into a partnership with Mid-America for

		storage and sale of forfeited vehicles. CS 6/09
25. Propertyroom.com	0	Utilize this web-based service to sell items recovered by the police department. <i>CS</i> 6/09
26. Ramsey County Special Investigations Unit	0	Their analysts have assisted us on several cases, creating crime maps, analysis and forecasting. <i>CS</i> 6/09
27. Bureau of Criminal Apprehension	0	Laboratory analysis of evidence from fire scenes. TO 9/09
28. State Fire Marshal office	0	Assistance with fire investigations on an as needed basis. <i>TO</i> 9/09
29. State Fire Marshal Office	0	Resources and materials for public fire safety education. TO 9/09
30. Allina Medical transportation	0	Provide patient transport within the city of Roseville. TO 9/09
31. Allina Medical transportation	0	Provide medical training for fire department. TO 9/09
32. Minnesota State Regional Hazardous Material teams	0	Provide response and technical assistance at Haz Mat incidents. <i>TO 9/09</i>
33. St. Paul Fire Training Center	0	Provide training area for fire training. TO 9/09
34. Ramsey County municipalities	0	Share purchase and maintenance of election equipment <i>CC</i> 12/09

^{*2/23/09:} Resolution 10691 - Authorizing Examination of Cooperation and Shared Services with Others

REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 7.f

Department Approval City Manager Approval

Item Description: Receive Quarterly Update of Imagine Roseville 2025 Medium and Long Term Goals

BACKGROUND

The December 2009 Update of the Imagine Roseville 2025 Medium and Long Term Goals is provided 3

in fulfillment of the City Manager's requirement to regularly report the progress of staff to the Council.

REQUESTED COUNCIL ACTION 5

Receive the September 2009 Quarterly Update of the Imagine Roseville 2025 Medium and Long Term 6

Goals.

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Prepared by: Bill Malinen

A: December 2009 Update of the Imagine Roseville 2025 Medium and Long Term Goals Attachments:

Imagine Roseville 2025 Medium & Long Term Goals December 2009 Update

Medium	Томи	Coola
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Medium Term Goals	
Encourage businesses with family-sustaining jobs	 Twin Lakes infrastructure 90% complete, Phase II is being planned for 2010 PT 12/09 Twin Lakes infrastructure project underway. PT 9/09 Twin Lakes infrastructure project out for bids. Expected start date, June 2009 PT 6/09 Began the design work for the Twin Lakes public infrastructure to better position the project to take advantage of development opportunities when they arise. PT 3/09 This past spring, the City created the Twin Lakes Public Financial Participation Framework that created a high priority in granting TIF funds within Twin Lakes to projects that create family-sustaining jobs. PT 7/08
More actively support existing businesses	 No new activity to report at this time PT 9/09 Worked with the Ramsey County and State of Minnesota to assist UV Color with their expansion plans. PT 6/09 No new activity to report at this time. PT 3/09 Given the budget dollars, funding is not possible for 2009. PT 10/08 Staff has brought forward to the Council about participating in the Twin Cities Capital Community Fund, which will lend money to businesses in participating communities. Decision pending. PT 7/08
Increase funding for and more actively promote housing redesign program	 No new activity to report at this time PT 9/09 The Multi-Family loan program is in place, but no applications have been received. PT 6/09 The RHRA has discontinued the redesign program due to a lack of interest. However, the RHRA has instituted a new multi-family loan program to assist property owners to make exterior improvements and incorporate energy efficient improvements in their buildings. PT 3/09 Given the limited participation, the RHRA is proposing to no longer fund the program and utilize funding for existing loan programs and marketing of RHRA services to reach more residents. The RHRA is preparing to create a multi-family rehab program to allow for reinvestment in aging properties. PT 10/08 In the past six months, the Roseville HRA has reviewed the existing redesign program and has changed some of the program guidelines to make it available to more people. Improvements to program ongoing. PT 7/08
Provide loans and other assistance to help people maintain property	 The HRA has prepared a budget and levy that will continue loan and assistance programs subject to City Council approval. PT 12/09 The HRA has revisited its strategic plan in order to reprioritize its goals and programs. PT 9/09 The HRA is paying for page in the City newsletter to better promote its programs as well as providing resources for our residents. PT 9/09 No new activity to report PT 6/09 The RHRA has created a new multi-family loan program to foster reinvestment into the community's multi-family housing stock. In addition, the City has improved its code enforcement policies and

procedures to better inform residents and property owners. PT 3/09 In 2008, the Roseville HRA consolidated its loan program into one program for easier convenience. The RHRA also continues to contract with the Housing Resource Center which provides Roseville residents technical assistance and advice regarding making improvements to their property. PT 10/08 ☐ In the past six months, the Roseville HRA has reviewed its existing loan programs and has consolidated two loan programs into one and have made the funds more available for residents to make exterior and interior improvements. The Roseville HRA also added another \$133,000 to the loan pool. The Roseville HRA continues to contract with the Housing Resource Center which provides Roseville residents technical assistance and advice regarding making improvements to their property. PT 7/08 Seek collaborative partners and □ JPA signed with City of Vadnais Heights for IT support services. alternative funding mechanisms Value of the contract is \$48,000 annually. CM 6/09 □ 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000. CM 6/09 ☐ Engaged the City of Lake Elmo to provide Accounting Services generating surplus monies. CM 3/09 □ Provided City Manager proposal for creating a Streetlight Utility for funding installation and operation of streetlights citywide. DS 10/08 □ Alternative funding mechanisms have been discussed briefly but not yet researched to determine whether viable. CM 7/08 Foster youth leadership and Re-implementation of the Police Explorers Program in 2008. cs 3/09 development Improved relatively new Leaders in Training (LIT) program. No new programs have begun at this time. LB 7/08 Citywide transportation system □ Will explore opportunities for connection from new Park N Ride facility. DS 3/09 Researching possibilities of moving youngsters to and from programs and facilities. LB 7/08 **Update Master Plans (to include parks** □ City Council authorized an agreement with LHB/Cornejo to lead and community facilities) throughout the System Master Plan Update LB 9/09 Parks & Recreation System. Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 LB 6/09 Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 LB 6/09 RFPs issued, proposals received and analyzed. Plan to bring to City Council in March, 2009 for consideration. Difficult as no funding for the project has been identified. LB 3/09 □ Pathway Master Plan approved by City Council in September. DS 10/08 □ RFP being finalized with Parks and Recreation Commission. Will soon bring to City Council for input and authorization to issue. LB 10/08 □ Pathway Plan update underway. DS 7/08 ☐ Met with six firms to gather pre request for proposal (RFP) information. Plan to discuss further with Parks and Recreation Commission at an upcoming meeting. LB 7/08 Include shade pavilions and/or park Will be incorporated into the anticipated Master Plan process to shelters at all parks to promote determine need and locations. LB 7/08 neighborhood connections and accommodate neighborhood gatherings

Revise water rates from use base to conservation base incentives for 10-20% reduction in residential and business usage	 For 2009, adopted a conservation-based rate structure to encourage water conservation and greater transparency in actual costs. <i>cm 3/09</i> PWETC recommendation for 2009 implementation at September 08 meeting. Anticipate Council discussion November 2008. <i>Ds 10/08</i> Discussed with PWETC April, 2008 Council discussion August/September 2008. <i>Ds 7/08</i> Initial discussions are expected in the Fall of '08, but our rate structure is heavily dependent on high water users to support utility operations. It is unlikely that our rate structure could be changed to a conservation base until 2010. <i>cm 7/08</i>
Fund Citywide traffic model	 □ No new activity DS 6/09 □ No new activity (funding challenges). DS 3/09 □ No new activity. DS 10/08 □ CIP discussion item. DS 7/08
Encourage development of transit, walkability and alternate transportation	 □ Staff, in conjunction with AEON, has applied for an LCDA grant from Metropolitan Council for a grant to construct a sidewalk from Har Mar Apartments to County Road B which dramatically improve walkability and access for the residents of the Har Mar Apartments to local stores and transit options. PT 12/09 □ Staff is planning on sending out RFPs for the new zoning code in September. PT 9/09 □ Rice Street Interchange design will incorporate bike and ped facilities into the design and have discussed transit needs with Met Council. DS 6/09 □ In anticipation of designing a new zoning code, staff, the Planning Commission, and the City Council are reviewing the use of form-based codes for the new zoning code. Form based codes emphasize walkability and alternative transportation. PT 6/09 - see also Long Term Goals □ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. PT 3/09 - see also Long Term Goals □ Comp Plan Transportation section discusses each of these items. Council discussion October 08. DS 10/08 □ Livable Communities concepts incorporated into design guidelines, Pathway Master Plan discusses ped and bike goals and policies. DS 7/08
Long Term Goals	
Develop program to provide fire, safety, CPR, fire extinguisher training to businesses	 □ The Fire Department started offering fire training classes and CPR classes to businesses and community members who request such training. This started with the adoption of the City Fee Schedule on November 17, 2008. RG 3/09 □ The Fire Dept will begin offering CPR/AED at a rate of \$80 per student and Safety Training at a rate of \$80 per hour. Costs will cover prorated trainer's salary/benefits, books, training materials, administrative time. These services will be offered to businesses once the City's fee schedule is amended to include these fees and this IR2025 goal will be complete. RG 7/08
Community Center Discussion	□ Will be incorporated into the anticipated Master Plan process to determine need and locations. <i>LB 7/08</i>
Establish a Community Resource and Volunteer Center/Network with support and coordinating staff to	□ Proposal accepted by the 2009 Leadership St. Paul Program to assign a group to Roseville to enhance the volunteer program by creating a

recruit, train, nurture volunteers.	comprehensive community volunteer model. <i>LB 3/09</i> Researching possible resources needed to establish such a program and what a program of this type would look like. <i>LB 7/08</i>
Identify segments with poor or no connection. Follow Master plan guide. Address Hwy 36 and Snelling crossing barriers: tunnels or bridges at Lydia, Co C, Co B, or Roselawn	 No new activity. DS 6/09 Developing Fairview NTP Pathway project for 2009 construction. Seeking funding opportunities. DS 3/09 Pathway Master Plan adopted September 08. Seeking funding opportunities. DS 10/08 Discussed as part of Pathway Plan update, incorporate into final draft plus additional locations. DS 7/08
Consider Roundabouts, if space and buying R.O.W. is feasible	 First Roundabout will be constructed late summer 2009 in Twin Lakes Phase I DS 6/09 Roundabout included in Phase I Twin Lakes improvements construction 2009. DS 3/09 No new activity. DS 10/08 Look into ROW requirements and identify possible corridors 2009. DS 7/08
Add buses and routes for flexibility and suburb-to-suburb travel	 No new activity DS 6/09 Explore opportunities created by new Park N Ride DS 3/09 Discussed this flexibility with Metro Transit for Twin Lakes Park N Ride facility. DS 10/08 Continue to push this issue in all discussions with Metro Transit. DS 7/08
Encourage development of transit, walkability and alternate transportation	 In anticipation of designing a new zoning code, staff, the Planning Commission, and the City Council are reviewing the use of form-based codes for the new zoning code. Form based codes emphasize walkability and alternative transportation. PT 6/09 No new activity DS 3/09 The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. PT 3/09 - see also Med Term Goals Included in Transportation section of Comp Plan. DS 10/08 The City has also been working with surrounding communities to promote the development of the Northeast Diagonal as a transit corridor. PT 10/08 Identify needs in CIP 2009-2018 Meeting with Northeast Diagonal cities to pursue getting corridor back into 2030 Plan. DS 7/08 These items are being emphasized in the Comprehensive Plan Update with the goal of making alternative forms of a greater priority in the community's growth and redevelopment in the future. PT 7/08
Work w/ Metro Transit to identify location of long-term park-n-ride facility	 Under construction. Expected completion by 12/31/09 PT 6/09 Metro Transit relooking at the Rice Street/Hwy 36 area DS 6/09 Approved and open by 12/31/09 DS 3/09 The City Council approved the Metro Transit Park and Ride facility in December 2008. Construction will commence in the spring of 2009 and will be completed by the end of the 2009. PT 3/09 Ongoing. The City Council is currently considering the construction of a new park and ride facility located within Twin Lakes that is expected to replace the spaces at Rosedale Mall after 2011. Staff continues to have dialogue with Metro Transit staff regarding needs for additional park and ride facilities. PT 10/08 Council Consideration of Twin Lakes facility October 2008. DS 10/08 Underway for Twin Lakes, additional future needs along Hwy 36

	corridor east end of Roseville. DS 7/08
Continue to lobby for the Northeast Diagonal transit line	 No new activity to report at this time. PT 9/09 No new activity to report at this time. PT 3/09 No new activity to report at this time. PT 3/09 City is currently working with the City of Vadnais Heights to build a coalition with surrounding communities to promote the development of the NE Diagonal as a transit corridor. Language supporting the use of the NE Diagonal is currently in the draft Comp Plan. PT 10/08 Council Discussion September 2008. DS 10/08 Meeting with adjacent cities July 2008. DS 7/08



REQUEST FOR COUNCIL ACTION

Date: 12/21/2009 Item No.: 7.g

Department Approval

City Manager Approval

Malinen

f. Trudger

Item Description: Approve Contract for Ramsey County Environmental Response Fund Grant

1 BACKGROUND

- 2 As part of Ramsey County's Environmental Response Fund (ERF) spring 2009 funding round, the City applied
- for grant funds to assist with the environmental remediation of the right of way associated with the Phase 1
- 4 infrastructure project in the Twin Lakes redevelopment area.
- 5 On August 11, 2009, Ramsey County awarded the City \$30,000 in grants funds. This grant will reimburse the
- 6 City for environmental costs that were incurred after the award date.
- 7 To accept this grant, the City must enter into a grant contract with the County. See Attachment A to review the
- 8 contract. This is the County's standard ERF contract. The City's attorney has reviewed this contract.

9 POLICY OBJECTIVE

- By accepting the grant from Ramsey County's ERF, the City is fostering environmental cleanup of polluted land
- through partnerships with funding agencies, which is supported by Policy 4.3 of the Economic Development and
- Redevelopment Chapter of the City's 2030 Comprehensive Plan.

13 FINANCIAL IMPACTS

- There are no negative financial impacts for the City by accepting this grant. The City will receive a positive
- financial impact in that it will be recuperating up to \$30,000 in environmental cleanup costs that have already
- been expended as part of the Phase 1 infrastructure project.

17 STAFF RECOMMENDATION

- Staff recommends that the City Council accept the \$30,000 Environmental Response Fund grant. These funds
- will help defray the environmental cleanup costs incurred for the Phase 1 infrastructure project.

REQUESTED COUNCIL ACTION

By motion, approve the contract with Ramsey County for the \$30,000 Environmental Response Fund grant.

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Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Ramsey County ERF Grant Contract

AGREEMENT BETWEEN RAMSEY COUNTY HRA and CITY OF ROSEVILLE FOR ENVIRONMENTAL RESPONSE FUNDS

This is an Environmental Response Fund Grant Agreement made this day of
, 2009, between the Ramsey County Housing and Redevelopment Authority
("AUTHORITY") and City of Roseville, a Minnesota non-profit corporation ("GRANTEE")
(sometimes referred to as the "PARTIES" or a "PARTY").

WHEREAS, on December 22, 2002, the AUTHORITY approved an increase in the mortgage registration and deed tax effective February 1, 2003 through December 31, 2007, and which was reinstated effective July 1, 2008 through December 31, 2012, for the purpose of creating an Environmental Response Fund per Minnesota Statutes, section 383A.80; and

WHEREAS, on August 11, 2009, based upon an application from GRANTEE dated May 1, 2009 ("APPLICATION"), the AUTHORITY approved an Environmental Response Fund loan to GRANTEE in the amount of Thirty Thousand Dollars (\$30,000.00) for remediation activities at the Twin Lakes site in the City of Roseville; and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements set forth herein, the PARTIES agree as follows:

- 1. **<u>DEFINITIONS</u>** For purposes of this agreement, the following terms shall have the following meanings:
 - 1.1. "GRANT AGREEMENT" means this Grant Agreement.
 - 1.2. "AUTHORITY" means Ramsey County Housing and Redevelopment Authority.
 - 1.3. "GRANTEE" means City of Roseville, a municipal corporation.
 - 1.4. "IMPROVEMENTS" means the remediation activities specifically set forth in the APPLICATION.
 - 1.5. "GRANT" means the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) to be granted to GRANTEE to finance the project.
 - 1.6. "PROJECT" means the PROPERTY and the IMPROVEMENTS.
 - 1.7. "PROPERTY" means the real property located in the County of Ramsey, State of Minnesota that is legally described on the attached Exhibit "A".

In addition, other terms will be defined in various sections of this GRANT AGREEMENT and have the meaning given therein.

- 2. **<u>DOCUMENTS DELIVERED HEREWITH</u>** Before or contemporaneously with the execution of this GRANT AGREEMENT, GRANTEE shall deliver the following documents and/or instruments to AUTHORITY:
 - 2.1. Resolution of GRANTEE authorizing the execution and delivery of this GRANT AGREEMENT and the documents described herein.
 - 2.2. Certificates of insurance evidencing coverages required in § 5.1, below.
- 3. **REPRESENTATIONS AND WARRANTIES** To induce AUTHORITY to enter into this GRANT AGREEMENT, GRANTEE makes the following representations and warranties to AUTHORITY:
 - 3.1. GRANTEE has full power, right and authority to execute and deliver this GRANT AGREEMENT and to perform and observe each and all of the matters and things provided for in this GRANT AGREEMENT.
 - 3.2. GRANTEE will initially be the owner of the PROPERTY in fee simple.
 - 3.3. To the best of GRANTEE's knowledge, the PROPERTY does not violate any federal, state or local law, ordinance or regulation.
 - 3.4. There are no actions, suits, or proceedings pending, at law or in equity, or to the knowledge of GRANTEE threatened, against or affecting it or the PROPERTY, and GRANTEE is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority.
 - 3.5. The consummation of this transaction and performance of GRANTEE's obligations under the GRANT AGREEMENT will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan, or credit agreement, partnership agreement or other instrument which affects GRANTEE, or to which GRANTEE is a party.
 - 3.6. GRANTEE represents and warrants it has not used the PROPERTY in connection with the generation, disposal, storage, treatment, or transportation of Hazardous Substances and that the PROPERTY will not be so used during the term of this GRANT AGREEMENT by GRANTEE, its agents, tenants or assigns, except as required to comply with an MPCA approved Development Response Action Plan.
 - 3.7. GRANTEE has obtained all of the insurance described in Section 5.1 and such policies of insurance are in full force and effect as of the date of this GRANT AGREEMENT.

4. COMMITMENT OF AUTHORITY TO GRANT FUNDS

Subject to the terms and conditions of the GRANT AGREEMENT, AUTHORITY agrees to grant to GRANTEE an amount not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00). The AUTHORITY shall have no obligation to disburse any of these funds if, at the time of disbursement, GRANTEE is in default under any of the terms of the GRANT AGREEMENT.

- 5. **AFFIRMATIVE COVENANTS** To further induce AUTHORITY to make the requested grant, GRANTEE hereby covenants and agrees that it shall:
 - 5.1. A. Purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this GRANT AGREEMENT, whether such operations be by the GRANTEE or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.
 - B. Secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the AUTHORITY throughout the term of this GRANT AGREEMENT.
 - 1. Commercial General Liability Insurance

\$1,500,000 per occurrence \$2,000,000 general aggregate \$2,000,000 products/completed operations total limit \$1,500,000 personal injury and advertising liability

This policy shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. The AUTHORITY, Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the BORROWER, using ISO endorsement form CG 20 26 or its equivalent.

2. Automobile Insurance

Coverage shall be provided for hired, non-owned and owned auto.

Minimum limits of \$1,000,000 combined single limit

3. Workers' Compensation and Employers' Liability

Workers' Compensation as required by Minnesota Statutes

Employers' Liability Limits: \$500,000/\$500,000/\$500,000

4. Professional Liability/Errors and Omissions Coverage (if applicable)

Per Claim Limit: \$ 500,000 Per Occurrence Limit: \$1,500,000 Aggregate Limit: \$2,000,000

This policy is to be written as acceptable to the AUTHORITY. Certificates of Insurance must indicate if the policy is issued on a claimsmade or occurrence basis. If coverage is carried on a claimsmade basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the AGREEMENT; and 2) evidence of coverage shall be provided for three years beyond expiration of the AGREEMENT.

The AUTHORITY, Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the AUTHORITY and Ramsey County.

- 5. Property Insurance. The BORROWER shall secure property insurance on a replacement cost, all risk basis for both real and personal property. The policy shall include business interruption and extra expense coverages. The AUTHORITY shall be added to the policy as lender as their interest may appear.
- C. All Certificates of Insurance shall provide that the insurance company gives the AUTHORITY thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- D. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of BORROWER to purchase and maintain additional coverages as it may deem necessary in connection with this AGREEMENT.
- E. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. BORROWER shall not commence work until the BORROWER has obtained the required insurance and filed an acceptable Certificate of Insurance with AUTHORITY. Copies of insurance policies shall be submitted to the AUTHORITY upon request.
- F. Nothing in this AGREEMENT shall constitute a waiver by the

AUTHORITY or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

- G. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.
- 5.2 GRANTEE agrees to hold harmless and defend Ramsey County, the AUTHORITY, their officials, officers or employees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the PROJECT, including but not limited to the GRANTEE's acts, failure to act, or failure to perform its obligations hereunder, and to pay the costs of and/or reimburse Ramsey County, the AUTHORITY, their officials, officers or employees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees) incurred in connection therewith.

 AUTHORITY shall promptly notify GRANTEE of any claim made for any such damage or loss and afford GRANTEE and its counsel the opportunity to contest, compromise, or settle such claim.

Nothing in this GRANT AGREEMENT shall constitute a waiver by the AUTHORITY of any statutory limits or exceptions on liability.

- 5.3. Promptly pay and discharge all taxes, assessments and other governmental charges imposed upon it or upon its income and profits or upon the PROPERTY, and any and all claims for labor, material or supplies or rental charges or charges of any other kind which, if unpaid, might by law become a lien or charge upon the PROPERTY, provided, however, that GRANTEE shall not be required to pay any such tax, assessment, charge or claim, if GRANTEE is contesting the validity of such matters, in good faith, through appropriate proceedings, and GRANTEE sets aside on its books adequate reserves the payment of such claims.
- 5.4. Keep true and complete and accurate books of record and account in accordance with generally accepted accounting principles.
- 5.5. Until the expiration of six (6) years after the termination of this GRANT AGREEMENT, the GRANTEE, upon written request, shall make available to the AUTHORITY, Ramsey County, the State Auditor or the AUTHORITY's ultimate funding sources, a copy of the GRANT AGREEMENT and the books, documents, records and accounting procedures and practices of the GRANTEE relating to this GRANT AGREEMENT.
- 5.6. Obtain at its sole expense and provide to the AUTHORITY within six months after the close of its fiscal year a certified financial and

compliance audit prepared by an independent auditor who meets the independence standards specified in the General Accounting Office's yellow book, "Government Auditing Standards". GRANTEE shall submit a copy of the annual financial audited statements, the management compliance letter, and the GRANTEE's response to the management letter to the AUTHORITY within six months of the end of the GRANTEE's fiscal year.

- 5.7. Conduct the same general type of business as it presently conducts; maintain its existence, and continue its compliance with all valid, applicable statutes, laws, rules and regulations.
- 5.8. In order to permit AUTHORITY to monitor compliance with this GRANT AGREEMENT, permit any person that the AUTHORITY designates, at AUTHORITY's expense, to visit and inspect the PROJECT, corporate books and financial records and documents of GRANTEE and to discuss their affairs, finances and accounts with the principal officers of GRANTEE, all at such reasonable times and as often as AUTHORITY may reasonably request during the term of this GRANT AGREEMENT and for a period of six years after the termination of this GRANT AGREEMENT.
- 5.9. In awarding contracts pursuant to this GRANT AGREEMENT, comply with all applicable requirements of local and state law for awarding contracts, including, but not limited to, procedures for competitive bidding, contractor's bonds, and retained percentages. Where federal standards differ from local or state standards, the stricter standards shall apply.
- 5.10. Comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law.
- 5.11. Include in all solicitations for work on the PROJECT, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section.
- 5.12. Not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the PROJECT to discriminate against any employee or applicant for employment in connection with the PROJECT because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation.

- 5.13. Construct the PROJECT to meet all applicable local codes, rehabilitation standards, ordinances and zoning ordinances.
- 5.14. Meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974, Pub. L. 93-291 and Executive Order 11593, including the procedures prescribed in the Regulations at 36 CFR Part 800.
- 5.15. Comply with the design requirements of the Architectural Barriers Act of 1968, 42 U.S.C. §4151in construction of the Improvements and the Americans with Disabilities Act 42 U.S.C. § 12131.
- 5.16. Comply with the provisions of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, amended, 33 U.S.C. § 1251, et seq., and the regulations issued thereunder.
- 5.17. Comply with the HUD Lead-Based Paint Regulations, 24 CFR Part 35, issued pursuant to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831 et seq., requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants or residents of structures constructed prior to 1978.
- 5.18. Erect a sign to the AUTHORITY's specifications on the PROPERTY identifying the AUTHORITY's Environmental Response Fund Program as a source of funding for the PROJECT.
- 5.19. Comply with all applicable statutes, regulations, codes and ordinances regulating the use or storage of Hazardous Substances which GRANTEE stores on the PROPERTY.
- 5.20. Include in all news releases and public notices related to the PROJECT information identifying the AUTHORITY's Environmental Response Fund Program as a source of funds for the PROJECT.
- 5.21 Use the proceeds, which AUTHORITY is granting to GRANTEE solely for remediation activities at the Twin Lakes site in the City of Roseville.
- 6. **NEGATIVE COVENANTS** GRANTEE covenants and agrees that for as long as it is indebted to AUTHORITY, it will not:
 - 6.1. Merge or consolidate with or into any other entity.
 - 6.2. Default upon any contract or fail to pay any contract or fail to pay any of

- its debts or obligations as the same mature, subject to the applicable cure periods set forth in such a contract.
- 6.3. Generate, dispose of, use, store, treat or transport Hazardous Waste Substances on, in, over or across the PROPERTY or allow GRANTEE's tenants to do so; provided, however, that GRANTEE may treat or remediate Hazardous Substances pursuant to an MPCA approved Development Response Action Plan and GRANTEE and its tenants may use, store and transport Hazardous Substances on, over or across the PROPERTY as is reasonably necessary to the use of the PROPERTY as residential, commercial or office property provided such use, storage and transportation complies at all times with all applicable federal, state and local statutes, codes, regulations and ordinances.

7. <u>MISCELLANEOUS</u>

- 7.1. The GRANT AGREEMENT shall be prepared by or reviewed by AUTHORITY's legal counsel and all documents must be satisfactory to AUTHORITY in its sole discretion.
- 7.2. All representations and warranties contained herein or made in writing by or on behalf of GRANTEE in connection with the transactions contemplated hereby shall survive the execution and delivery of this GRANT AGREEMENT and the advances hereunder. All statements contained in any certificate or other instrument delivered by or on behalf of GRANTEE pursuant thereto or in connection with the transactions contemplated hereby shall constitute representations and warranties by GRANTEE.
- 7.3. This GRANT AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 7.4. No amendment, change, waiver or modification of this GRANT AGREEMENT shall be valid unless it is in a written document which GRANTEE, and the AUTHORITY sign, and AUTHORITY's waiver of any breach or default of any of GRANTEE's obligations, agreements or covenants under the GRANT AGREEMENT shall not be deemed to be a waiver of any subsequent breach of the GRANT AGREEMENT, or any other obligation, agreement or covenant. AUTHORITY's forbearance in pursuing or enforcing a remedy for GRANTEE's breach of any of the obligations set forth in the GRANT AGREEMENT shall not be deemed a waiver of AUTHORITY's rights and remedies with respect to such breach.
- 7.5. This GRANT AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which

- shall constitute one agreement.
- 7.6. This GRANT AGREEMENT shall be governed by, interpreted, and construed in accordance with the laws of the State of Minnesota.
- 7.7. This GRANT AGREEMENT supersedes and has merged into it all prior oral and written agreements between GRANTEE and AUTHORITY regarding the PROJECT.
- 7.8. Any notices required or contemplated hereunder shall be effective upon the placing thereof in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to GRANTEE: CITY OF ROSEVILLE 2660 Civic Center Dr. Roseville, MN 55113

Attn: Jamie Radel

If to AUTHORITY: RAMSEY COUNTY HRA 250 Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102 Attn: Denise Beigbeder

- 7.9. 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.
- 7.10. The AUTHORITY's rights hereunder shall be fully assignable, but the GRANTEE's rights hereunder shall not be assignable without the written consent of the AUTHORITY which consent shall be in the AUTHORITY's sole discretion.
- 7.11. It is agreed that nothing contained in this AGREEMENT is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the BORROWER as the employee of the AUTHORITY for any purpose or in any manner whatsoever. The BORROWER is an independent contractor and neither it, its employees, agents nor representatives are employees of the AUTHORITY.
- 7.12. Upon the expenditure of all funds covered by this GRANT AGREEMENT, GRANTEE shall submit a report to AUTHORITY on the

progress of the work and a financial summary of all sources and uses of funds for the work. Prior to the date upon which the GRANTEE's transferee obtains a Certificate of Occupancy for all buildings constructed upon the PROPERTY ("COMPLETION"), GRANTEE shall provide quarterly progress reports detailing all activities undertaken to ameliorate contamination, prepare the PROPERTY for redevelopment, market the PROPERTY, and redevelop the PROPERTY. Upon COMPLETION, GRANTEE shall provide a final report addressing the outcomes, including but not limited to, the following criteria intended to maximize public investment:

- a) building coverage ratio;
- b) a detailed list of all new jobs created including position description and annual wage and benefit package. Retained and/or relocated jobs should be listed separately and include the same information;
- c) a detailed accounting of all expenses associated with acquisition, clean-up, redevelopment and marketing of the site;
- d) a detailed description of GRANTEE's efforts made to ensure that buildings constructed at this site are energy efficient and high-performance.

SIGNATURE PAGE TO RAMSEY COUNTY ENVIRONMENTAL RESPONSE FUND GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this GRANT AGREEMENT to be executed the date and year first above written.

a municipal corporation				
By:				
Tto.				

CITY OF ROSEVILLE,

SIGNATURE PAGE TO RAMSEY COUNTY ENVIRONMENTAL RESPONSE FUND GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this GRANT AGREEMENT to be executed the date and year first above written.

THE RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY By:______ Its: Ramsey County Manager APPROVAL RECOMMENDED: APPROVED AS TO FORM AND INSURANCE: Harry D. McPeak Assistant County Attorney Funds are Available:_____ Fund No._____ Budgeting and Accounting

THIS AGREEMENT DRAFTED BY: The Office of the Ramsey County Attorney

Saint Paul, Minnesota

EXHIBIT A

Property located in the City of Roseville, legally described as:

Legal to follow Property is located in the northeast part of Twin Lakes project - Twin Lakes Infrastructure - Phase 1 Project area

REQUEST FOR CITY COUNCIL ACTION

DATE: **12/21/2009** ITEM NO: 7.h

Department Approval: City Manager Approval:

P. Trudgeon

Wolliams

Item Description: Request by the City of Roseville in cooperation with Hagen Ventures,

LLC for approval of a Registered land Survey (PF09-034)

1.0 REQUESTED ACTION

- The City of Roseville seeks approval of the Registered Land Survey (RLS) for the new property descriptions (identifying the three tracts of land created) resulting from the City's pending purchase of right-of-way necessary for Twin Lakes Parkway, from Hagen Ventures, LLC.
- 1.2 On October 26, 1998 the City approved Ordinance 1213 officially mapping the right-of-6 way Twin Lakes Parkway running from Cleveland Avenue to Fairview Avenue. 7 Recently the City agreed to purchase the portion that bisects the Hagen property. As a 8 9 result, an approved Land Division was created for recording. Since the Hagen property is Torrens pas opposed to Abstract, an RLS needs to be approved to subdivide off the three 10 tracts of land. After consulting with the City Attorney it was determined that the RLS 11 needed to be processed under the same hearing/approval procedures as a 12 preliminary/final plat. 13

Project Review History

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- Sixty-day review deadline: Not Applicable
- Project report prepared: December 7, 2009
- Planning Commission action: 6-0 approval recommendation, December 16, 2009
- Anticipated City Council action: December 21, 2009

19 2.0 SUMMARY OF RECOMMENDATION

2.1 At the duly notice public hearing the Roseville Planning Commission had no questions or issues regarding the request and voted unanimously to approve RLS. The Planning Division supports the Planning Commission's recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

By motion, recommend approval of the RLS to be recorded with Ramsey County; see Section 7 of this report for the detailed recommendation

4.0 BACKGROUND

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- As stated above, the City is purchasing the portion of land contained on the document titled Twin Lakes Parkway Official Map that bisects the Hagen property and needs to be divided off in order for the purchase transaction to be completed.
- The Community Development Director consulted with the City Attorney on the required approval/recording process for a RLS and it was determined that the RLS should be processed and approved similar to that of a subdivision plat in essence a public hearing and recommendation before the Planning Commission and approval by the City Council.
- The proposed RLS includes three parcels and their respective descriptions two parcel for the City describing the Official Map portion of Twin Lakes Parkway through the Hagen property and a remnant parcel (Tracts A and B) and the third parcel to remain with Hagen Ventures, LLC (Tract C).
- Because this is a very basic land division, similar to that of a minor subdivision, there are no specific reviews/requirements. There is also no redevelopment being proposed at this time. Only the division of land separation out the right-of-way area and the remaining Hagen property is being sought.

42 5.0 STAFF RECOMMENDATION

The City Planner recommends approval of the RLS dividing and legally describing the City interest from the Hagen interest.

45 6.0 PLANNING COMMISSION ACTION

- On December 16, 2009, the Roseville planning Commission held the public hearing regarding the City/Hagen request. No citizens were present to address the Commission, and no Commissioners had questions for the Planning staff.
- The Planning Commission voted (6-0) to recommend to the City Council approval of the request, per the Planning staff recommendation listed in Section 5, of their project report.

7.0 SUGGESTED CITY COUNCIL ACTION

By motion, recommend approval of the proposed RLS for the City of Roseville and Hagen Ventures, LLC, affecting property at 2805-2823 Fairview Avenue, based on the comments of Section 4 of this report.

Prepared by: City Planner Thomas Paschke (651-792-7074)

Attachments: A: Area map

B: Aerial photoC: Proposed RLS

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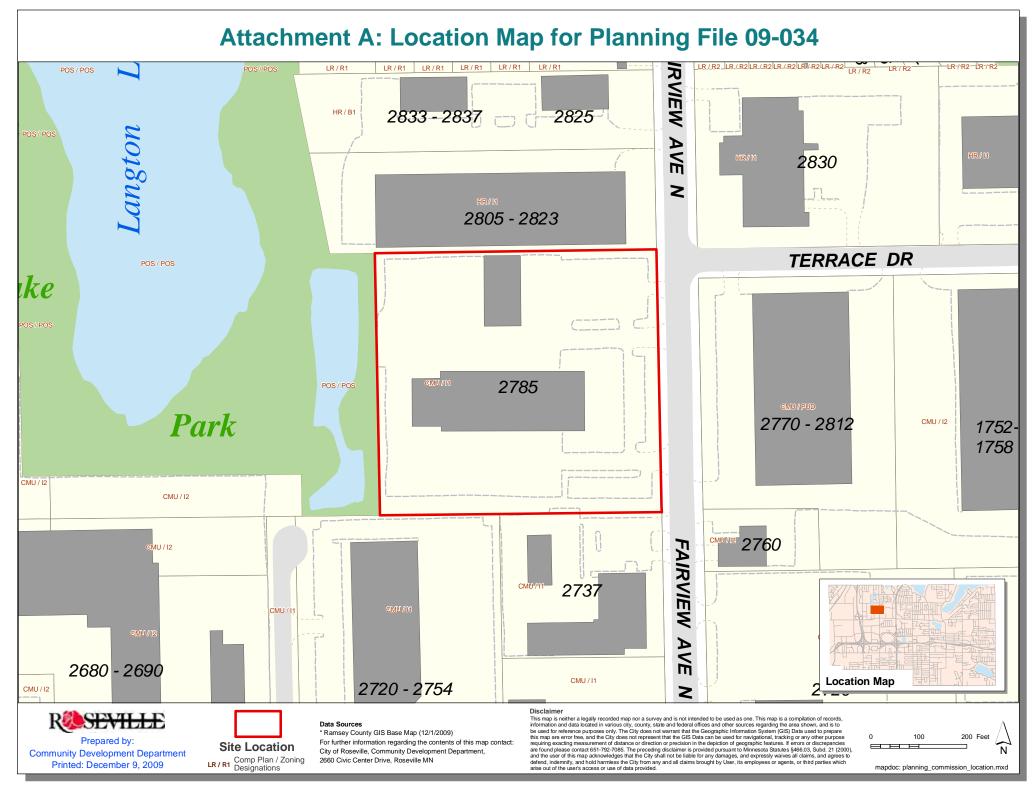
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Attachment B: Aerial Map of Planning File 09-034





Prepared by: Community Development Department Printed: December 9, 2009



Data Sources

* Ramsey County GIS Base Map (12/1/2009)

* Aerial Data: Pictometry (4/2008)

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

Disclaimer

Discraimer

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LINE PARALLEL WITH AND DISTANT 630.00 FEET WEST

REQUEST FOR COUNCIL ACTION

DATE: 12/21/2009
ITEM NO: 7.i

Division Approval:

City Manager Approval

:

Item Description: Adopt a Resolution Approving the Request by RECO Real Estate, LLC for outdoor storage as an INTERIM USE at 1705 County Road C (**PF09-025**)

1.0 REQUESTED ACTION

- Upon the advice of the City Council, Boater's Outlet and Reco Real Estate LLC have withdrawn their previous application for approval of the outdoor storage of boats as a CONDITIONAL USE, which was reviewed by the Council on October 26, 2009.
- RECO Real Estate, LLC is requesting approval of the outdoor storage of boats at
 Boater's Outlet, 1705 County Road C, as an INTERIM USE, pursuant to §1013.09 (Interim
 Uses) of the City Code, in order to continue legally operating the existing business.

Project Review History

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- Application submitted: November 19; determined complete; December 3, 2009
- Sixty-day review deadline: January 18, 2009
 - Planning Commission recommendation (6-0 to approve): December 16, 2009
- Project report prepared: December 17, 2009
 - Anticipated City Council action: December 21, 2009

2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission to approve the proposed INTERIM USE, subject to certain conditions; see Section 7 of this report for detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

Adopt a resolution approving the proposed INTERIM USE, pursuant to §1013.09 (Interim Uses) of the City Code, subject to conditions; see Section 8 of this report for detailed action.

4.0 BACKGROUND

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- In 2004, Roseville's City Council enacted a moratorium on new outdoor storage uses in the Twin Lakes redevelopment area, which included the subject property. Although the moratorium did not specifically target such uses on this property, 1705 County Road C fell within the redevelopment area; consequently, the property owners could not apply for the permanent conditional use approval. Instead, the only option for allowing the outdoor storage of boats in this location was to approve it temporarily with an Interim Use Permit. The moratorium has since been rescinded.
- While the approved Interim Use Permit expired in 2007, Boater's Outlet has continued to operate without incident until today. Planning Division staff has been aware of the fact that the outdoor storage of boats has been a nonconforming use since 2007, but has not had the opportunity until recently to remind the property owners that the previous approval was, by nature, temporary and that they needed to receive permanent (i.e., a CONDITIONAL USE) approval in order to bring the Boater's Outlet use into compliance with the zoning ordinance.
- Although the Planning Commission unanimously supported the approval of the proposed CONDITIONAL USE, the City Council was not entirely comfortable with the permanent approval of the outdoor storage use in the Twin Lakes area. The CONDITIONAL USE application has since been withdrawn, and this INTERIM USE request has been submitted in its place to temporarily allow the storage of boats outside both for customers whose boats are awaiting repairs and the seasonal storage of boats over the winter.

5.0 INTERIM USE APPLICATIONS

Section 1012.09 (Interim Uses) of the City Code establishes the regulations pertaining to INTERIM USES.

- Section 1012.09A states: The City Council may authorize an interim use of property.

 Interim uses may not be consistent with the land uses designated on the adopted Land
 Use Plan. They may also fail to meet all of the zoning standards established for the
 district within which it is located.
- 5.2 Section 1012.09B states: The City Council may attach conditions to Interim Use Permits
 [sic]. In reviewing [such] applications, the City will establish a specific date or event
 that will terminate the use on the property. The Council will also determine that the
 approval of the interim use would not result in adverse effects on the public health,
 safety, and general welfare, and that it will not impose additional costs on the public if it
 is necessary for the public to take the property in the future.
- An applicant seeking approval of an INTERIM USE is required to hold an open house meeting to inform the surrounding property owners and other interested attendees of the proposal, to answer questions, and to solicit feedback. The open house was held on December 1, 2009; nobody attended the open house meeting.

6.0 STAFF COMMENTS

Interim uses typically represent departures from what is allowed by the normal zoning requirements; although the current General Industrial (I-2) District allows outdoor storage as a *conditional* use, the I-2 zoning appears to be in conflict with the Community

- Mixed Use (CMU) land use designation of newly-adopted Comprehensive Plan. Planning
 Division staff anticipates, therefore, that in the coming months the City will be rezoning
 the property to a zoning classification that has not yet been defined but that will be
 consistent with the CMU land use designation, which may cause the outdoor storage to
 become a legal, nonconforming use.
- 6.2 Whereas the permanent approval of the proposed outdoor storage as a CONDITIONAL USE might inadvertently create a long-term nonconformity once the zoning regulations have been updated, approval of the outdoor storage as an INTERIM USE would avoid this perceived problem by ensuring that the approval expires on a pre-determined date or when the use is discontinued, whichever comes first. Since Boater's Outlet has proven to be a stable and cooperative business since the use was first approved in 2004, Planning Division staff recommends approving the INTERIM USE with the maximum duration of 5 years. If the respective owners of the business and of the property agree that the use should continue beyond the 5-year limit, they may apply for renewed approval of the INTERIM USE.
- The aerial photo (included with this staff report as Attachment B) shows that the boats are tightly arranged in the storage area of the parcel, and the business owner proposes to continue this arrangement. Roseville's Fire Marshal has confirmed that he does not have any concern about the ability to respond with fire apparatus in the event that a fire breaks out among or around the boats.
 - 6.4 Outdoor storage uses are required to be screened to a height of at least 8 feet by opaque fences or walls. The existing fabric screening over the chain-link fence facing County Road C was approved in the previous Interim Use Permit as satisfying the screening requirements for outdoor storage uses. Opaque screening was not required along the eastern, northern, and western sides of the property because these all face other industrial properties or the truck delivery lane behind the neighboring shopping center and are largely outside of public view. Planning Division staff continues to support such screening and recommends simply requiring that the material be maintained or replaced with other screening products allowed by the zoning code to ensure adequate screening for as long as the use is continued.

7.0 PUBLIC HEARING

 The duly-noticed public hearing for this application was held by the Planning Commission on December 16, 2009. No one attending the public hearing commented on the issue, but one email was sent to Planning Division staff by a nearby property owner supporting the proposed outdoor storage as an appropriate use of the property. After a brief discussion the Planning Commission voted unanimously (i.e., 6-0) to recommend approval of the proposed INTERIM USE, subject to the conditions in Section 8 of this report.

8.0 RECOMMENDATION

Based on the comments and findings outlined in Sections 4-6 of this report, the Planning Division concurs with the recommendation of the Planning Commission to approve the proposed INTERIM USE, allowing the continuation of the outdoor storage use, subject to the following conditions:

- a. The outdoor storage area shall continue to be adequately screened as viewed from County Road C and similar screening shall be installed on other sides of the storage area if and when the adjacent properties are redeveloped in some way that allows increased visibility of the storage area;
- **b.** Boats that are un-wrapped and in working condition may be displayed for sale in a display area along the south side of the screened/fenced storage area so as to be visible from County Road C, but all wrapped and/or inoperable boats shall be kept within the screened storage area;
- c. The storage and display locations shall be limited to the respective areas identified on the site plan (included with this staff report as Attachment C) reviewed with this application; and
- d. This approval shall expire on January 31, 2015 or upon the discontinuation of the outdoor storage use, whichever comes first. The outdoor storage use shall only be continued beyond January 31, 2015 with renewed approval of the interim use; application for renewal should be made by September 1, 2015 to ensure that a renewed approval may be granted prior to January 31, 2015.

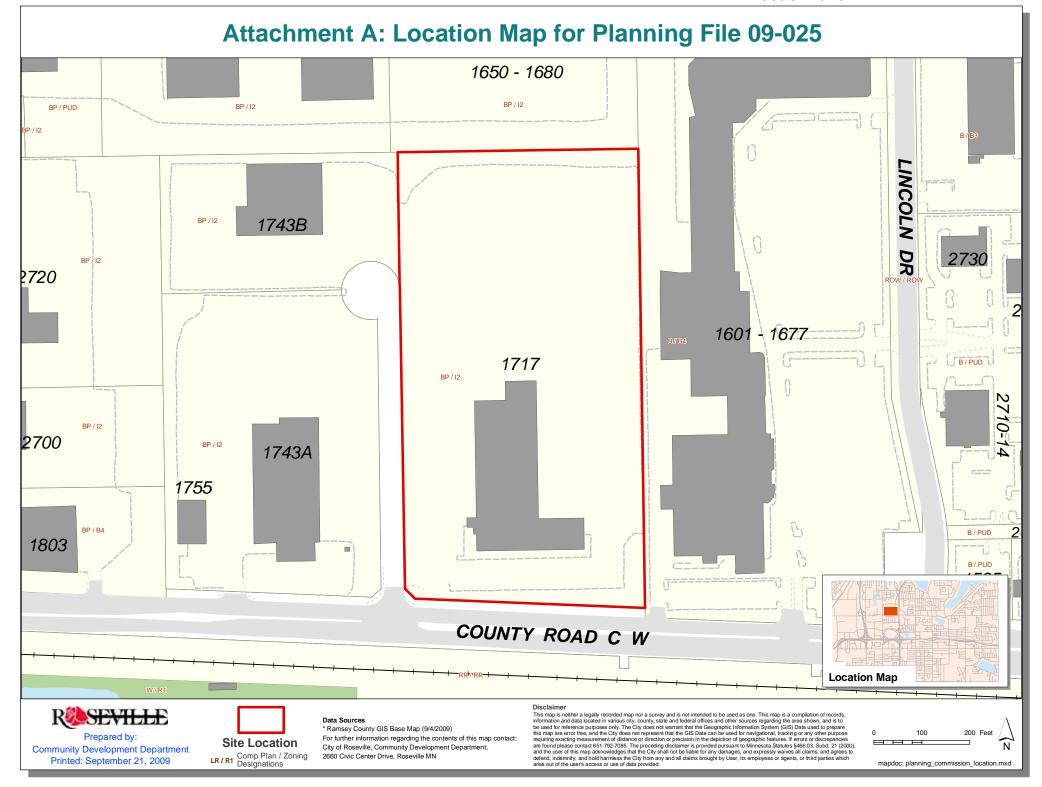
9.0 SUGGESTED ACTION

Adopt a resolution approving the proposed INTERIM USE for RECO Real Estate, LLC to allow the outdoor storage of boats at 1705 County Road C, based on the comments and findings of Sections 4-7 and the conditions of Section 8 of this report.

Prepared by: Associate Planner Bryan Lloyd (651-792-7073)

Attachments: A: Area map C: Site plan

B: Aerial photo D: Draft resolution



Attachment B: Aerial Map of Planning File 09-025





Prepared by: Community Development Department Printed: September 21, 2009



Data Sources

* Ramsey County GIS Base Map (9/4/2009)

* Aerial Data: Pictometry (4/2008)

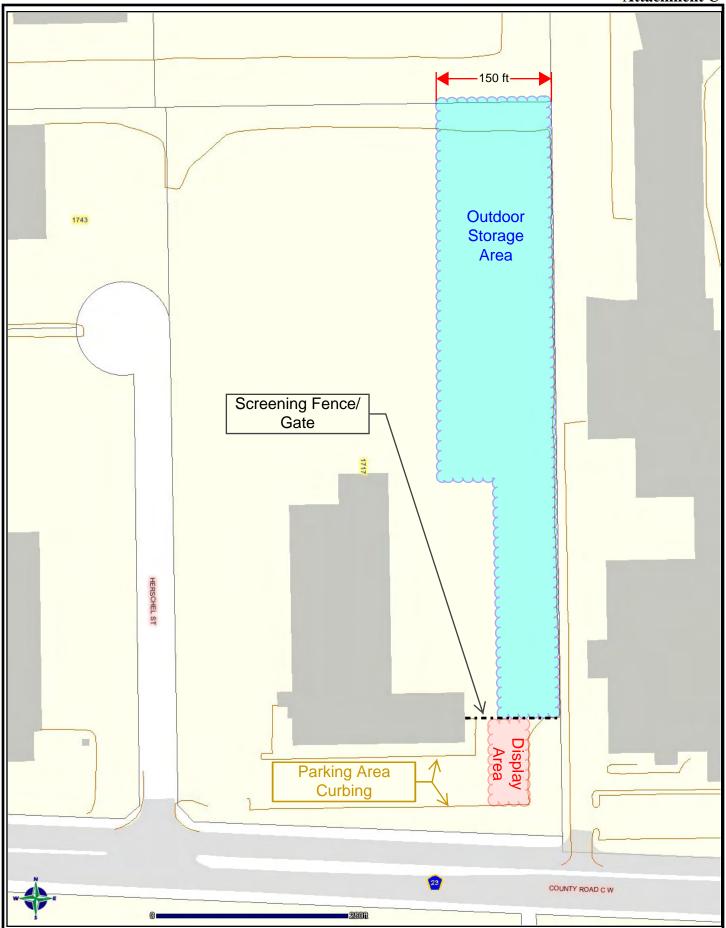
For further information regarding the contents of this map contact: City of Roseville, Community Development Department, 2660 Civic Center Drive, Roseville MN

Disclaimer

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

1 2 3	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 21 st day of December 2009 at 6:00 p.m.				
4 5	The following Members were present:; and the following Members were absent:				
6	Council Member introduced the following resolution and moved its adoption:				
7 8 9	RESOLUTION NO A RESOLUTION APPROVING OUTDOOR STORAGE OF BOATS AT 1705 COUNTY ROAD C AS AN INTERIM USE IN ACCORDANCE WITH §1012.09 OF THE ROSEVILLE CITY CODE FOR RECO REAL ESTATE LLC (PF09-025)				
11	WHEREAS, RECO Real Estate LLC owns the property at 1705 County Road C; and				
2	WHEREAS, the subject property is legally described as:				
13 14 15	Section 4 Township 29 Range 23 except the north 1446 feet; the west 500 feet of the east 1575 feet of the part north of the roadway right of way of the southeast quarter (subject to roads and easements) Section 4 Township 29 Range 23 PIN: 04-29-23-43-0014				
17 18	WHEREAS, the property owner seeks to allow the continuation of the previously-approved outdoor storage of boats; and				
19 20 21	WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed INTERIM USE on December 16, 2009, voting 6-0 to recommend approval of the use based on the comments and findings of the staff report prepared for said public hearing; and				
22 23 24 25	WHEREAS, the Roseville City Council has determined that approval of the proposed INTERIM USE will not result in adverse effects on the public health, safety, and general welfare, and that it will not impose additional costs on the public if it is necessary for the public to take the property in the future;				
26 27 28	NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the outdoor storage of boats at 1705 County Road C as an INTERIM USE in accordance with Section §1012.09 of the Roseville City Code, subject to the following conditions:				
29 30 31	a. The outdoor storage area shall continue to be adequately screened as viewed from County Road C and similar screening shall be installed on other sides of the storage area if and when the adjacent properties are redeveloped in some way that allows increased visibility of the storage area;				

- Boats that are un-wrapped and in working condition may be displayed for sale in a display area along the south side of the screened/fenced storage area so as to be visible from County Road C, but all wrapped and/or inoperable boats shall be kept within the screened storage area;
 - **c.** The storage and display locations shall be limited to the respective areas identified on the site plan (Exhibit A); and
 - d. This approval shall expire on January 31, 2015 or upon the discontinuation of the outdoor storage use, whichever comes first. The outdoor storage use shall only be continued beyond January 31, 2015 with renewed approval of the interim use; application for renewal should be made by September 1, 2015 to ensure that a renewed approval may be granted prior to January 31, 2015.

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

47 WHEREUPON said resolution was declared duly passed and adopted.

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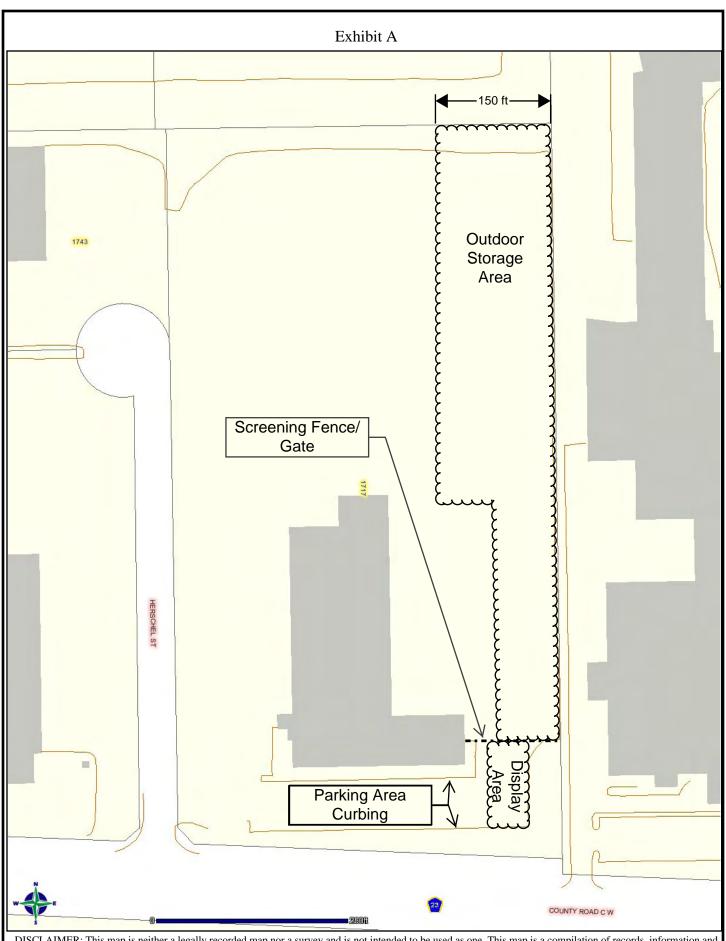
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Resolution – Boater's Outlet, 1705 County Road C (PF09-025)				
STATE OF MINNESOTA)				
COUNTY OF RAMSEY) ss				
I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 21 st day of December 2009 with the original thereof on file in my office.				
WITNESS MY HAND officially as such Manager this 21st day of December 2009.				
William J. Malinen, City Manager				

(SEAL)



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REQUEST FOR COUNCIL ACTION

Date: 12/21/09 7.j

Item No.:

Department Approval

City Manager Approval

Item Description: Order Feasibility Report for the Rice Street/TH 36 Bridge Reconstruction

BACKGROUND

Ramsey County, Minnesota Department of Transportation, the City of Roseville and surrounding 2 communities are working on a solution for improvements to the Rice Street/Highway 36 3 interchange to address existing and future safety and operational deficiencies.

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Trunk Highway (TH) 36 is an important statewide corridor designated as a principal arterial, high-priority interregional corridor. Rice Street (CSAH 49) is a minor arterial that serves as an important reliever to I-35E. The growth of the general area has resulted in additional traffic and development pressures in the communities along TH 36 and the various north/south roadways serving the trunk highway. This project (S.P. 6212-165) addresses issues at the intersection of TH 36 and Rice Street. It includes the reconstruction of the Highway 36 and Rice Street interchange, and also improvements to Rice Street between County Road B-2 on the north end, and County Road B on the south. The majority of this project resides in the city of Roseville and Little Canada, however a portion of the project also touches the city of Maplewood. Ramsey County is the lead agency for this project. Currently the project is in the Preliminary Engineering and Environmental Assessment phase.

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The project is currently at a 60% design level. Right of Way is being acquired with 95% plan set to be complete at the end of 2009. Ramsey County has currently secured 60% of the needed funding for this project. If the remaining funding is secured, this project could start as early as June 2010.

POLICY OBJECTIVE

The purpose of the proposed Rice Street/Highway 36 interchange improvements is to address existing and future safety and operational deficiencies. The need for the project is driven by:

- Anticipated increase in traffic volumes on Rice Street from 20,000 vehicles per day to (existing) to 27,200 vehicles per day (2033)
- Rice Street bridge over Highway 36 no longer meets current geometric standards
- Rice Street bridge is in poor condition and eligible for federal bridge replacement funding.
- Closely spaced intersections do not comply with current Mn/DOT access management standards and cause traffic flow issues
- Pedestrian facilities are not continuous across TH 36 or Rice Street

As traffic volumes increase, safety and traffic operations will continue to deteriorate if existing deficiencies are not addressed.

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- A feasibility report will detail the proposed design, neighborhood impact, estimated cost and 35 proposed funding for the construction of these public improvements. Consistent with Ramsey 36 County's cost sharing policy, a portion of the street reconstruction costs will be charged to the 37 City of Roseville. It is the City's policy to assess adjacent property owners for up to 25% of the
- 38 City of Roseville's cost for County Projects.
- 39

FINANCIAL IMPACTS 40

- Financing is 60% in place. If the financing does not all fall into place, the project will be pushed to 2011. The cost for this project is estimated at \$25 million dollars. At this time, \$417,300 of 42
- that cost has been allocated to the City of Roseville. 43

STAFF RECOMMENDATION 44

- Order Preparation of a Feasibility Report for the Rice Street/ TH 36 Bridge Reconstruction 45
- Project. 46

REQUESTED COUNCIL ACTION 47

- Approve Resolution Ordering Preparation of Feasibility Report for the Rice Street/TH 36 48
- Bridge Reconstruction Project. 49

Prepared by: Debra Bloom, City Engineer

Attachments: A: Resolution

1 EXTRACT OF MINUTES OF MEETING 2 OF CITY COUNCIL 3 CITY OF ROSEVILLE 4 RAMSEY COUNTY, MINNESOTA 5 6 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of 7 Roseville, Minnesota, was duly held at the City Hall in said City on Monday, the 21st day of 8 December, 2009, at 6:00 p.m. 9 10 The following members were present: and the following were absent: 11 12 Councilmember introduced and moved the adoption of the following resolution: 13 14 RESOLUTION NO. RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT FOR RICE STREET/ 15 16 TH 36 BRIDGE RECONSTRUCTION PROJECT 17 18 WHEREAS, Ramsey County, Minnesota Department of Transportation, the City of Roseville 19 and surrounding communities are working on a solution for improvements to the Rice 20 Street/Highway 36 interchange to address existing and future safety and operational deficiencies; 21 and 22 23 WHEREAS, it is proposed to improve Rice Street between County Road B and County Road B-24 2 by one or more of the following installations: bituminous paving, concrete curb and gutter, 25 pathway, bridge construction, signal reconstruction, storm sewer, and necessary appurtenances, 26 and to assess the benefited property for all or a portion of the cost of the improvement pursuant 27 to Minnesota Statutes, Section 429.011 to 429.111: 28 29 NOW THEREFORE BE IT RESOLVED by the City Council of the City of Roseville, 30 Minnesota that the proposed improvements are referred to the City Engineer for study and she is 31 instructed to report to the Council with all convenient speed, advising the Council in a 32 preliminary way as to whether they should best be made as proposed, and the estimated cost of 33 the improvements as recommended. 34 35 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: 36 and the following 37 voted against the same: 38 39 Whereupon said resolution was declared duly passed and adopted. 40

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2	STATE OF MINNESOTA)			
3) SS			
4	COUNTY OF RAMSEY				
5					
6	I, the undersigned, being the duly qualified City Manager of the City of Roseville, Minnesota, do				
7	hereby certify that I have carefully compared the attached and foregoing extract of minutes of a				
8	regular meeting of the City Council of said City held on the 21st day of December, 2009, with				
9	the original thereof on file in my office, and the same is a full, true, and complete transcript				
10	insofar as the same relates to Rice Street/ TH36 Reconstruction Project.				
11					
12	Adopted by the council this 21st day of December, 2009.				
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14					
15					
16		City Manager			
17					
18	(SEAL)				
19					

REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 7.k

Department Approval

City Manager Approval

DIS

Item Description: Approve Cost Share Agreement With Capitol Region Watershed District for

Stormwater Pumping Station Capacity Upgrades

1 BACKGROUND

2 Capitol Region Watershed District has approached the City of Roseville, Falcon Heights, and St. Paul,

as well as Ramsey County to partner in upgrading the pumping capacity of the storm water station for

4 Gottfried Pit on Larpenter Avenue. This project will double the discharge capacity of the existing station

and replace the 50 year old force main that conveys the water to the St. Paul system. The St. Paul system

was upgraded with their street reconstruction project in 2005 to accommodate these future

7 improvements. This project was identified in the District's study of flooding of the Como Lake

8 Watershed in 2003. The Gottfried Pit capacity has been exceeded a number of times, most recently in

2005, causing significant flooding of Larpenter Avenue and surrounding properties. We have been

requiring additional runoff reductions in this watershed as a part of land use applications to reduce the

potential for flooding as well. Large projects such as the Rainbow Foods redevelopment made

significant reduction to the peak flow to this ponding area. Additional pumping capacities to the extent

the downstream facilities in St. Paul can accommodate are recommended to minimize the risk of

property damage in the future.

The cost sharing of this project is based on contributory area after the total project costs are reduced by a \$294,000 contribution from the watershed district. Their contribution is a one time opportunity to utilize some excess grant funds for other improvements in the Como Lake watershed.

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We have attached a cooperative agreement that has been drafted by the watershed district and reviewed by our City Attorney to partner on this project.

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POLICY OBJECTIVE

It is the city's policy to maintain a storm water conveyance system that is of adequate design and minimizes the likelihood of property damage due to flooding.

FINANCIAL IMPACTS

- 27 The City's cost participation is based on the acres of storm water discharging into the Gottfried Pit
- storm water pond. The total cost of this project is estimated at \$508,626. The City of Roseville's
- participation is capped at \$141,983. Additional value engineering of this project could reduce our share
- considerably. This cost would be paid for out of the storm water infrastructure fund capital
- improvements. Adequate funds are available in this fund.

33 STAFF RECOMMENDATION

- 34 Staff recommends that the City Council approve the cost share agreement for pumping capacity
- upgrades. This project is recommended at this time due to the available contribution from the watershed
- district toward this project.

37 REQUESTED COUNCIL ACTION

- Motion to approve Cost Share Agreement with Capitol Region Watershed District for storm water
- pumping station capacity upgrades.

Prepared by: Duane Schwartz, Public Works Director

40 Attachment A: Cost Share Agreement

JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into between the Capitol Region Watershed District, a Minnesota watershed district established under the authority of Minnesota Statutes Chapter 103D (the CRWD), and the city of Roseville, a municipal corporation under the laws of the State of Minnesota (the City), pursuant to the provisions of Minn. Stat. §103D.335, subd. 2, and §471.59.

Recitals

WITNESSETH:

WHEREAS, the CRWD and the City have been planning to bring about stormwater improvements to the Gottfried's Pit Stormwater System (the Project); and

WHEREAS, the Project contemplates and includes pump and pipe replacement and upgrades; and

WHEREAS, the Project has been identified and financing participation was determined in the "Como 7 Subwatershed Analysis" report dated November 2, 2003, and prepared by Emmons & Oliver Resources; and

WHEREAS, these stormwater improvements are proposed at the Ramsey County Stormwater Lift Station adjacent to the Larpenteur Ave. and Fernwood St. intersection in the cities of Roseville and St. Paul, See Exhibit "A"; and

WHEREAS, Capitol Region Watershed District is planning to construct these improvements and commits \$294,000 towards the cost of these improvements; and

WHEREAS, the City and the County of Ramsey, City of St. Paul, and the City of Falcon Heights (collectively, the Project Partners) have agreed to participate in financing the total cost of the Project, and such participation for the City as is defined herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the parties agree as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is to define the funding shares, direction, management and control, contracting, supervision, and liability of the parties in connection with the Project.
- 2. <u>Funding</u>. Pursuant to estimates prepared by Bonestroo dated September 23, 2009 (See Exhibit "B)the preliminary estimate of the cost of the Project is \$508,626.00. The CRWD shall be responsible for payment of the sum of \$294,000.00. The City shall pay the lesser of \$129,076.00 or 60.14% of the actual cost of construction of the Project, subject to the provisions of paragraph 3. The remaining cost of construction of the project is covered under separate agreements between CRWD and the other Project Partners.
- 3. <u>Cost Overrun</u>. In the event actual design and construction costs exceed \$508,626.00, the City shall pay an additional 60.14% of the amount by which the final total cost exceeds \$508,626.00, to a maximum additional contribution of \$12,907.60. Regardless of actual cost, the

City's maximum contribution shall be \$141,983.60. The CRWD shall be responsible for additional costs not paid by the Project Partners.

- 4. <u>Project Management</u>. The CRWD shall manage and direct the Project on its own behalf and on behalf of the City and the Project Partners. The CRWD shall cause to be prepared all construction plans and specifications; shall prepare bid specifications and let the Project for public bidding; shall award the construction and related contracts; shall enter into construction and other contracts on its behalf; and shall direct and manage completion of the Project.
- 5. <u>Extra Work</u>. All extra work orders or changes to the Project made during construction of the Project shall be subject to approval by change order in writing signed by both parties prior to such construction.
- 6. <u>Construction Permits</u>. Any construction permits or other permits required for construction of the Project by either party hereto having jurisdiction on the Project are hereby approved.
- 7. Records and Reports/Payment by City. All records and costs pertaining to the work to be performed under this Agreement shall be kept by CRWD and City in accordance with the established record keeping and accounting procedures developed by each party. Upon completion of the work, CRWD will submit a payment request to the City, payable in full within sixty (60) days of the billing date.
- 8. <u>Maintenance and Safety During Construction</u>. Maintenance and public safety will be the responsibility of CRWD during the construction phase.
- 9. <u>Employees</u>. It is further agreed that any and all employees of CRWD and all other persons engaged by CRWD in the performance of any work or services required, volunteered, or provided for herein to be performed by CRWD, shall not be considered employees of City, and that any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of City.
- 10. <u>Prior Agreements</u>. All previous agreements regarding stormwater improvements shall remain in effect after the improvements referred to in this Agreement are completed. This Agreement shall have no effect on these earlier maintenance agreements.
- 11. <u>Non-Discrimination</u>. The provisions of Minn. Stat. §181.59, and of any applicable local ordinance relating to Civil Rights and Discrimination, shall be considered a part of this Agreement as if fully set forth herein. This construction Agreement shall remain in effect until the time the construction contract is terminated by CRWD.
- 12. <u>Recitals</u>. The recitals in this Agreement are incorporated into the Agreement and constitute obligations and rights.
- 13. <u>Indemnification</u>. The City and CRWD agree that liability under this Agreement is controlled by Minn. Stat. §471.59, subd. 1a and that the total liability for the participating cities

shall not exceed the limits on governmental liability for a single use of government as specified in §466.04, subd. 1. CRWD agrees to defend, indemnify, and hold harmless City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of CRWD or those of CRWD's employees or agents. City agrees to defend, indemnify, and hold harmless CRWD against any and all claims liability, loss, damage, or expense arising under the provisions of this Agreement for which City is responsible and caused by or resulting from negligent acts or omissions of City and or those of City's employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party any amount in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

- 14. <u>Project Property Ownership</u>. Upon completion of the Project, all pipes, and other property utilized in connection with the Project shall be the property of the Ramsey County, and the City shall have no interest in or claim thereto.
- 15. <u>Term.</u> This Agreement shall be effective when approved by the CRWD, the City, and the Project Partners. This Agreement shall expire and be of no further force or effect upon completion of the Project, except that the provisions of paragraphs 7 and 13 shall survive expiration of the Agreement.

SIGNTURE BLOCKS TO FOLLOW

EXHIBIT A Project Plans for Gottfried's Pit Stormwater Improvement Project

EXHIBIT B Estimated Costs for Construction of Gottfried's Pit Stormwater Improvement Project Gottfried's Pit Pump Upgrade Costs and Financing 09-15-2009

Gottfried's Pit Pump Upgrade

Costs		
	Construction, Engineering, Contingency	\$460,931
	2006 St. Paul Work, Huron sewer upgrade	\$47,695
	Total	\$508,626
Financing	CRWD Excess Funds	\$294,000
	Remaining financing need	\$214,626
	Terraning maneng need	Ψ2,σ20
Financing Distribution per 2003 Como 7 analysis		
		\$214,626 distribution
Roseville	60.14%	\$129,076
Falcon Heights	31.23%	\$67,028
St. Paul	6.41%	\$13,758
Ramsey Cty	2.22%	\$4,765
	Total	\$214,626

	Gottfried Pit Lift Station	Modificatio	n					
	Preliminary Cost Estima							
	File 1891-09102							
	9/14/2009							
	2, 1 , 2000			Unit	Quantity	Price	Tot	tal
1	Mobilization			LS	1	\$20,000.00	_	20,000.00
2	Grubbing			LS	1	\$ 5,000.00	\$	5,000.00
	Remove & Reinstall curl	and Gutte	er	LS	40	\$ 20.00	\$	800.00
	Remove & Reinstall viny			LS	1	\$ 2,500.00	\$	2,500.00
5	Remove Bituminous			SY	200	\$ 3.00	\$	600.00
6	Bituminous paving.			TN	50	\$ 80.00	\$	4,000.00
7	Site Seeding with Fiber I	olanket		SY	1200	\$ 1.75	\$	2,100.00
	Salvage Agg.			CY	125		\$	750.00
	Agg Base			TN	40	\$ 12.00	\$	480.00
	Common excavation			LS	1	\$ 5,000.00	\$	5,000.00
11	Inlet Pipe 18inch RCP			LF	37	\$ 75.00	\$	2,775.00
12	Inlet Structure			LS	1	\$ 7,500.00	\$	7,500.00
13	Connect 18 INCH RCP t	o Existing	LS	EA	1	\$ 1,200.00	\$	1,200.00
	Fitting			LB	7000	\$ 4.00	\$	28,000.00
15	Connect 12 INCH DIP to	Existing E	A	EA	2	\$ 800.00	\$	1,600.00
	12 CIP Removal			LF	305	\$ 10.00	\$	3,500.00
17	12 inch DIP Force Main			LF	48	\$ 62.00	\$	2,976.00
18	20 inch HDPE open cut			LF	430	\$ 55.00	\$	23,650.00
19	20 inch HDPE Directions	al Drill		LF	200	\$ 135.00	\$	27,000.00
	Temporary Relocate Co			LS	1	\$ 5,000.00	\$	5,000.00
21	Salvage existing pumps	and contro	ols	LS	1	\$ 3,500.00	\$	3,500.00
22	Install LS Piping			LS	1	\$12,000.00	\$	12,000.00
	Install Stainless Steel SI		3	EA	2	\$ 2,500.00	\$	5,000.00
24	Install Valve Vault with V	/alves		LS	1	\$35,000.00	\$	35,000.00
25	Install new pumps			EA	2	\$38,000.00	\$	76,000.00
26	Install new Control Pane	el .		LS	1	\$35,000.00	\$	35,000.00
	Soil Boring			EA	2	\$3,000		\$6,000
	Pot Hole for utility crossi			EA	4	\$1,000		\$4,000
29	Primary Service Modifica	ation		LS				
30	Temporary By-Pass Pur	nping		LS				
	Sub-Total						\$3	320,931.00
	15% Contingency Allowa	ance					\$	60,000.00
	Estimated Engineering F	ees					\$	80,000.00
	Total Project						\$ 4	460,931.00

REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 7.1

Department Approval

City Manager Approval



Item Description: Adopt a Resolution to Accept the Work Completed, Authorize Final Payment of \$197,571.20 and commence the One-Year Warranty Period on the 2009 Sanitary Sewer Lining Project.

1 BACKGROUND

2 On August 10, 2009 the City Council awarded the 2009 Sanitary Sewer Lining Project to

3 Insituform Technologies USA, Inc., of Chesterfield, Missouri. The work for this contract was

4 finished in December, and the contractor has requested final payment. This project consisted of

5 6,836 lineal feet of sanitary sewer main lining in areas throughout the City identified as having

root intrusion or infiltration problems, as well as 75 lineal feet of storm sewer lining.

POLICY OBJECTIVE

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

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• Certification from the City Engineer verifying that all of the work has been completed in accordance with plans and specifications.

• A resolution by the City Council accepting the contract and beginning the one-year warranty.

14 FINANCIAL IMPACTS

The final contract amount, \$197,571.20, is \$21,702.20 more than the awarded amount of

\$175,869. This represents an increase in the contract of 12%. The cost increase is the result of

the actual lined length of sanitary sewer being more than the estimated length. There was one

change order to the project. After the project began, staff identified an additional 891 lineal feet

of sanitary sewer main that was in immediate need of lining. Decisions regarding this additional

work needed to be made while the work was being completed, not allowing for the processing of

a change order prior to the execution of the work. The Change Order is listed below:

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Change Order 1	Additional 891 lineal feet of sewer lining and reopening 17	\$ 24,082.20
	service connections.	

STAFF RECOMMENDATION

24 Since all necessary items have been completed in accordance with project plans and

specifications, staff recommends the City Council approve a resolution accepting the work

completed as the 2009 Sanitary Sewer Lining Project and authorize final payment of

27 \$197,571.20.

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REQUESTED COUNCIL ACTION

Approve the resolution accepting the work completed as 2009 Sanitary Sewer Lining Project,

starting the one-year warranty and authorizing final payment of \$197,571.20.

Prepared by: Kristine Giga, Civil Engineer

Attachments: A: Resolution

B: Certification from City Engineer

EXTRACT OF MINUTES OF MEETING OF CITY COUNCIL CITY OF ROSEVILLE RAMSEY COUNTY, MINNESOTA

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 in the City Hall at 2660 Civic Center Drive, Roseville, Minnesota, on Monday, 21st day of December, 2009, at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION NO. FINAL CONTRACT ACCEPTANCE 2009 SANITARY SEWER LINING PROJECT

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

WHEREAS, pursuant to a written contract signed with the City on August 10, 2009 for the 2009 Sanitary Sewer Lining Project, Insituform Technologies USA, Inc., of Chesterfield, Missouri, has satisfactorily completed the improvements associated with this contract.

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

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

BE IT FURTHER RESOLVED: That the one year warranty period as specified in the contract shall commence on December 21, 2009.

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)	
)	SS
COUNTY OF RAMSEY)	

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 21st day of December, 2009, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 21st day of December, 2009.

William J. Malinen, City Manager

(SEAL)



December 21, 2009

TO THE CITY COUNCIL, CITY OF ROSEVILLE, MINNESOTA

RE:

2009 Sanitary Sewer Lining Project

Contract Acceptance and Final Payment

Dear Council Members:

I have observed the work executed as a part of the 2009 Sanitary Sewer Lining Project. I find that this contract has been fully completed in all respects according to the plans, specifications, and the contract. I therefore recommend that final payment be made from the improvement fund to the contractors for the balance on the contract as follows:

Original Contract amount (based on estimated quantities)	\$175,869.00
Change Orders	\$24,082.20
Final Contract Amount	\$199,951.20
Actual amount due (based on actual quantities)	\$197,571.20
Previous payments	\$0
Balance Due	\$197,571.20

The construction costs for this project have been funded as follows:

Sanitary Sewer Utility	\$170,191.20
Storm Sewer Utility	\$ 27,380.00

Please let me know if you have any questions or concerns and would like more information.

Sincerely,

Debra M. Bloom, P.E.

City Engineer 651-792-7042

deb.bloom@ci.roseville.mn.us

REQUEST FOR COUNCIL ACTION

Date: 12/21/2009 Item No.: 7.m

Department Approval

City Manager Approval

Malnen

Cttyl K. mille

Item Description: Approve Lease Agreements with Clear Wireless, LLC ("Clearwire") for Leased

Space on the Alta Vista Communication Tower

BACKGROUND

Over the past several months, City Staff has been in discussions with Clearwire, a wireless data service provider which desires to lease space on city-owned communication towers. The City currently owns and operates 3 towers located on Fairview Avenue (Fire Station #2), Alta Vista (Reservoir Woods Park), and Civic Center (City Hall campus). The City also leases space on the Fairview water tank. Each site is currently under consideration by Clearwire however at this time an agreement has been reached for the Alta Vista site. The Agreement is being submitted for Council review and approval.

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Clear Wireless, LLC operates as Clearwire, a wireless broadband Internet service provider for fixed and mobile Internet access in nine states (23 markets nationwide). Clearwire is expanding to the Twin Cities area and is actively seeking communication tower sites throughout the metropolitan area for their radio equipment. Clearwire is not a wireless telephone service provider like Sprint, Nextel, Verizon, AT&T or T-Mobile. The amount of ground space required for the radio equipment and the space required for the antennas on the tower is considerably less than that of a cellular telephone company.

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City Staff has reviewed and approved the site plan for the equipment that will be located on the tower as well as at the base. The City Attorney will make a final review of the lease agreement before it is released.

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Discussion Items

The lease agreements with Clearwire are consistent with prior wireless lease agreements. The leases call for the following:

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- ☐ Five year initial term, commencing upon the date Clearwire begins construction in early 2010.
- ☐ Clearwire has the right to renew the lease for five (5) additional five-year terms subject to terms of the original lease.
- □ Clearwire shall pay the City annual rent of \$19,008 per year, with automatic increases of 3% per annum for the Alta Vista tower. The lease amounts reflect the differences in the amount of antennae and ground equipment as well as overall leased space for each site.

POLICY OBJECTIVE

The lease agreements provide non property-tax revenue to support the City's information systems.

31 FINANCIAL IMPACTS

- The lease agreement call for the City to receive \$19,008 annually (adjusted for inflation). These monies
- will help offset costs associated with the City's Information Technology function.

34 STAFF RECOMMENDATION

35 Staff recommends approval of the leases.

36 REQUESTED COUNCIL ACTION

- Motion to approve the lease agreements with Clear Wireless, LLC, for leased space at the Alta Vista
- 38 Communication Towers.

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Prepared by: Chris Miller, Finance Director

Attachments: A: Lease Agreements with Clear Wireless, LLC

COMMUNICATION SITE LEASE AGREEMENT

THIS COMMUNICATION SITE LEASE AGREEMENT ("Lease or Agreement") is entered into this ______, 2009, by and is between Clear Wireless LLC, a Nevada limited liability company ("Clearwire" or "Tenant"), and the City of Roseville, a Municipal Corporation("Owner" or "Landlord"). Landlord and Tenant are herein collectively referred to as the "parties".

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Premises</u>. Owner owns a parcel of land ("Land") and a telecommunications tower ("Tower") located in the City of Roseville, County of Ramsey, State of Minnesota, commonly known as 1901 Alta Vista Drive, Roseville, MN 55113 (APN: 14.29.23.42.0001). The Tower and the Land are collectively referred to herein as the "Property." The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Clearwire and Clearwire leases from Owner approximately forty nine (49) square feet of Land and space adjacent to and/or on the Tower and all access and utility easements necessary or desirable therefore (collectively, "Premises") as may be described generally in Exhibit B annexed hereto.
- Effective Date/Due Diligence Period. This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below ("Due Diligence Period"), Clearwire shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Clearwire may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. The cost of all Investigations and Tests shall be borne solely by Clearwire. In the event that Clearwire determines, during the Due Diligence Period, that the Premises are not appropriate for Clearwire's intended use, or if for any other reason, or no reason, Clearwire decides not to commence its tenancy of the Premises, then Clearwire shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Clearwire expressly acknowledge and agree that Clearwire's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Clearwire shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.
- 3. <u>Use.</u> The Premises may be used by Tenant for any lawful activity in connection with the provisions of wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities. Landlord agrees, at no expense to Landlord, to cooperate with Tenant, in Tenant's making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.
- 4. <u>Term.</u> The term of this Agreement shall commence upon the date Tenant begins construction of the Tenant Facilities (as defined in Paragraph 6 below) or nine (9) months following the Effective Date of this Agreement, whichever first occurs ("**Term Commencement Date**") and shall continue until the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for up to five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be renewed for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Term or Renewal Term.
- 5. Rent. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent ONE THOUSAND FIVE HUNDRED EIGHTY-FOUR and 00/100 Dollars (\$1,584.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. On each anniversary of the Term Commencement Date of this Lease, Rent shall increase automatically by three (3) percent of the rent paid in the preceding year. Rent shall be payable to Landlord at 2660 Civic Center Drive, Roseville, MN 55113; Attention:

Tower Leasing. No later than thirty days following the Effective date of this Lease Landlord agrees to furnish Tenant with an accurate and executed W-9 Form..

6. <u>Improvements</u>.

6.1 Tenant has the right to construct, maintain, install, repair, secure, replace, remove and operate on the Premises a radio communication facility ("Tenant Facilities"). However, Tenant may not change or add additional equipment and/or antenna from that shown in Exhibit B without the approval of the Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall have the right to replace or upgrade the antenna equipment at any time without Landlord approval for no additional rent, however additional transmitting and receiving antenna numbering more than nine (9) as shown in Exhibit B may require an addendum agreement for additional rent or other consideration, terms for addendum shall be mutually agreed by both parties.

6.2 All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Title to the Tenant Facilities and any equipment placed on the Premises by Tenant shall be held by Tenant or its lenders or assigns and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Property and shall repair any damages to the Premises or Property caused by such removal.

7. Access and Utilities.

- 7.1 During the Lease Term and any renewal thereof, Landlord shall provide Tenant, Tenant's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no additional charge to Tenant. Landlord grants to Tenant, and Tenant's agents, employees and contractors and subcontractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, at such locations reasonable acceptable to the Landlord. Such right and easement may be described generally in Exhibit B.
- 7.2 Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.
- 7.3 Tenant shall pay for electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the property with the prior consent from present user, provided the Tenant shall first use commercially reasonable efforts to obtain separate utility service from any utility company that will provide service to the Property. In connection therewith, Landlord herby grants to Tenant and the local telephone company, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of the Landlord's Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to the Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements or rights necessary for such power or other utilities will be at locations reasonably acceptable to the Landlord and the servicing utility company.
- 8. <u>Interference.</u> Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities. Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.
- 9. <u>Taxes</u>. Tenant shall pay personal property taxes assessed against the Tenant Facilities and Landlord shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Agreement.

10. Termination.

- As set forth in Paragraph 2, this Agreement may be terminated by Tenant without further liability for any reason or no reason, provided Tenant delivers written notice of termination to Landlord prior to the Term Commencement Date.
- 10.2 This Agreement may be terminated by either party without further liability on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion.
- 10.3 This Agreement may be terminated by Tenant without further liability on thirty (30) days prior written notice under the following circumstances: (i) if Tenant is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Tenant from installing, removing, replacing, maintaining or operating the Tenant Facilities or using the Premises in the manner intended by Tenant; (ii) if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) or Tenant otherwise determines, within its sole discretion, that it will be unable to use the Premises for Tenant's intended purpose.
- 11. <u>Destruction or Condemnation</u>. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance; Subrogation; and Indemnity.

- 12.1 Tenant, at Tenant's sole cost and expense, shall procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Within thirty (30) days following the Effective date of this Lease, and by [DATE] annually thereafter while this Lease is in effect, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph.
- 12.2 Landlord, at Landlord's sole cost and expense, shall procure and maintain Commercial General Liability insurance covering bodily injury and property damage with a combined single limit of at least One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) or not less than the limits of liability set forth in the Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, and any amendments thereto. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connections with Landlord's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date of this Lease, and by [DATE] annually thereafter while this Lease is in effect, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph.
- 12.3 Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- 12.4 Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Property. The duties described in this Paragraph 12.4 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.
- 13. <u>Assignment.</u> Tenant may assign this Agreement at any time with notice to be provided to Landlord as soon thereafter as reasonably possible.

14. Title and Quiet Enjoyment.

- 14.1 Landlord represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, (iii) Landlord has obtained all necessary approvals and consents, and has taken all necessary action to enable Landlord to enter into this Agreement and allow Tenant to install and operate the Facility on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Landlord's Property, and (iv) the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.
- 14.2 Tenant has the right to obtain, at Tenant's sole expense, a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises, Tenant shall have the right to terminate this Agreement immediately upon written notice to Landlord.
- 15. Environmental. As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. Without limiting Paragraph 12.4, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 15 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 15 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. For purposes of this Agreement, "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.
- 16. <u>Waiver of Landlord's Lien</u>. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.
- 17. <u>Notices.</u> All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	With a copy to:	If to Landlord, to:
Attn: Site Leasing	Attention: Legal Department	City of Roseville Attention: Tower Leasing
4400 Carillon Point	4400 Carillon Point	2660 Civic Center Drive
Kirkland, WA 98033	Kirkland, WA 98033	Roseville, MN 55113

| Telephone: 425-216-7600 | Telephone: 425-216-7600 | Telephone: 651 792-7092 | Email: siteleasing@clearwire.com | Fax: 425-216-7900 | Email: network.manager@ci.roseville.mn.u s

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

18. <u>Marking and Lighting</u>. Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Tenant be cited because the Property is not in compliance and should Landlord fail to cure the conditions of noncompliance, Tenant may either terminate this Agreement or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from (and offset against) the Rent and any other charges or amounts due, or coming due, to Landlord.

19. <u>Miscellaneous</u>.

- 19.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in advance in writing of the payee's name and address.
- 19.2 The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- 19.3 If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons or enties other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.
- 19.5 This Agreement shall be governed under Minnesota law and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- 19.6 A Memorandum of Agreement in the form attached hereto as Exhibit C may be recorded by Tenant confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.
 - 19.7 All Exhibits referred to herein are incorporated herein for all purposes.
- 19.8 Landlord shall make a diligent and good faith effort to obtain a Nondisturbance Agreement for the benefit of Tenant from each lender with a security interest recorded upon the title to the Site at the time of execution of this Agreement.
- 19.9 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.
- 19.10 Landlord agrees not to disclose, without the written consent of Tenant, any of the terms of this Agreement or any other written agreement between the parties relating to the privileges granted herein, except as required by governmental authority, in which case Landlord shall inform Tenant prior to divulging such information.
- 19.11 By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date first above written.

LANDLORD:	TENANT:
City of Roseville, a municipal corporation	Clear Wireless LLC, a Nevada limited liability company
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Tax I.D.:	

[Notary block for a Corporation] STATE OF _____) ss. COUNTY OF _____ I certify that I know or have satisfactory evidence that ______ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the of Roseville, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: _____ Notary Public Print Name ____ My commission expires _____ (Use this space for notary stamp/seal) [Notary block for an individual] STATE OF _____ COUNTY OF ____ I certify that I know or have satisfactory evidence that ____ person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument. Notary Public My commission expires _____

[Notary block for Tenant]

(Use this space for notary stamp/seal)

STATE OF	
COUNTY OF) ss.)
me, and said person acknowledged that the instrument and acknowledged it as	satisfactory evidence that is the person who appeared before at he signed this instrument, on oath stated that he was authorized to execute at the of Clear Wireless LLC, a Nevada limited liability company, h party for the uses and purposes mentioned in the instrument.
Γ	1
	Notary Public
	Print Name My commission expires
	My commission expires
(Use this space for notary stamp/seal)	1

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 2009, by and between City of Roseville, a municipal corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 14.29.23.42.0001

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

The West 3 Acres of Lot 10, ASYLUM OUTLOTS, Ramsey County, Minnesota, And

That part of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 14, Township 29, Range 23, Ramsey County, Minnesota described as follows:

Beginning at the North East corner of the North East quarter, of the North West quarter, of the South East quarter, of Section No. Fourteen (14), Township No. Twenty Nine (29) of Range No. Twenty Three (23) West of the 4th P.M.; thence West along the North line of the above described land Four Hundred (400) feet to a point; thence South, at right angles with the last above named line, Three Hundred and Seventy-seven 5/10 (377.5/10) feet to a point; thence East Four Hundred (400) feet, to the East line of the land above described; thence North Three Hundred and Seventy-seven 5/10 feet along said East line to the place of beginning. Containing Three and Forty six hundredth (3.46) acres of land.

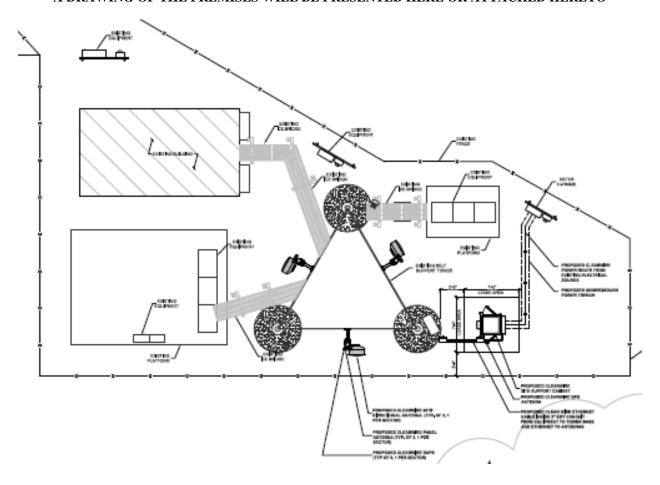
EXHIBIT B

DESCRIPTION OF PREMISES

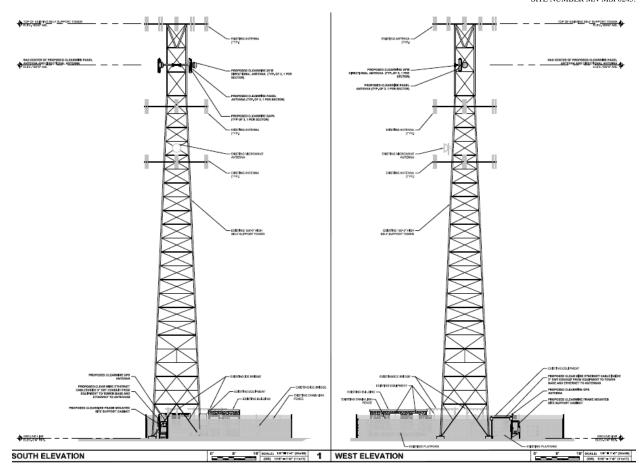
to the Agreement dated _____, 2009, by and between City of Roseville, a municipal corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO



v. 5-22-06



Notes:

- 1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
- 2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
- 3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
- 4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
- 5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT C

COMMUNICATIONS FACILITY

to the Agreement dated ______, 2009, by and between City of Roseville, a municipal corporation, as Landlord, and Clear Wireles LLC, a Nevada limited liability company, as Tenant.

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

400 Carillon Point Kirkland, WA 98033 Attn: Property Manager

MEMORANDUM OF AGREEMENT APN: 14.29.23.42.0001

A111. 17.47.43.74	00001
This MEMORANDUM OF AGREEMENT is entered into on a municipal corporation, with an address at 2660 Civic Center D as "Owner" or "Landlord") and Clear Wireless LLC, a Nevada Carillon Point 0, Kirkland, WA 98033 (hereinafter referred to as	rive, Roseville, MN, 55113 (hereinafter referred to limited liability company, with an address at 4400
1. Owner and Clearwire enter ("Agreement") dated as of	igations and Tests and, upon finding the Property aintaining a communications facility and other
2. The term of Clearwire's term commencing on the start of construction of the Tenant Facilities whichever first occurs (" Term Commencement Date "), and Commencement Date with five (5) successive five (5) year option	terminating on the fifth anniversary of the Term
3. The Land that is the subject of the Agreement i portion of the Land being leased to Tenant and all necessary acceforth in the Agreement.	
In witness whereof, the parties have executed this Memowritten above.	orandum of Agreement as of the day and year first
LANDLORD:	TENANT:
City of Roseville, A municipal corporation	Clear Wireless LLC, A Nevada limited liability company
By: EXHIBIT ONLY – DO NOT EXECUTE	By: EXHIBIT ONLY – DO NOT EXECUTE
Name:	Name:
Title:	Title:
Date:	Date:

[Notary block for a Corporation] STATE OF _____) ss. COUNTY OF _____ I certify that I know or have satisfactory evidence that ______ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the of Roseville, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: _____ Notary Public Print Name ____ My commission expires _____ (Use this space for notary stamp/seal) [Notary block for an individual] STATE OF _____ COUNTY OF ____ I certify that I know or have satisfactory evidence that ____ person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument. Notary Public My commission expires _____

(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF)
COUNTY OF) ss.)
me, and said person acknowledged the the instrument and acknowledged it a	satisfactory evidence that is the person who appeared before nat he signed this instrument, on oath stated that he was authorized to execute as the of Clear Wireless LLC, a Nevada limited liability company, ch party for the uses and purposes mentioned in the instrument.
Dated:	
	7
	Notary Public
	Print Name My commission expires
	wy commission expires
(Use this space for notary stamp/seal)	<u> </u>

REQUEST FOR COUNCIL ACTION

Date: December 21, 2009

Item No.: 7.n

Department Approval

City Manager Approval

at the

Wormalinen

Item Description:

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES

BACKGROUND

In June 2009, the Minnesota Office of Justice Programs (OJP) announced Requests for Proposals for

- 3 criminal justice systems improvement projects with available funding through the 2009 American
- 4 Recovery and Reinvestment (ARRA), Edward Byrne Memorial Justice Assistance grant (JAG)
- 5 program. The Roseville Police Department submitted an RFP for a replacement records management
 - system (RMS) and wireless report writing (WRW) system.

6 7 8

- The Roseville Police Department was notified that it had been awarded the grant in the amount of
- \$400,032 in September of 2009. Council approved acceptance of the grant funding September 28, 2009.
 - After careful consideration, the decision was made to enter into an agreement for LETG to provide the
 - Roseville Police Department field based reporting and records management system package.

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With the LETG software package, the police department will have the capability to download citations and case files digitally to the court, realizing substantial savings in time and cost of material.

15 16

- To have access to Minnesota Court Data Services, the City of Roseville is required to enter into a
- Master Subscriber Agreement with the Minnesota Court Data Services.

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POLICY OBJECTIVE

- The Master Subscriber Agreement for Minnesota Court Data Services is a standard Agreement
- facilitated by the Minnesota Court System and used throughout the State of Minnesota by agencies
- 22 who, for numerous reasons, require direct access to download files to the court or to access court
- 23 records and documents.

FINANCIAL IMPACTS

- None. There is no cost to the City of Roseville to enter into the Master Subscriber Agreement for
- 26 Minnesota Court Services.

28	STAFF RECOMMENDATION
29	The police department is requesting authorization for the City Manager to sign the aforementioned
30	Agreement.
31	
32	REQUESTED COUNCIL ACTION
33	
34	Authorize the City Manager to sign the Master Subscriber Agreement for Minnesota Court Services.
35	
36	
37	
	Prepared by:
38	Attachments: A: Master Subscriber Agreement for Minnesota Court Services.

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES

THIS AGREEMENT is entered into by and between

The City of Roseville Police Department

(Full Name of Government Entity Subscribing to Court Data Services)

of 2660 Civic Center Drive, Roseville, Minnesota 55113

(Address of Government Entity Subscribing to Court Data Services)

(hereinafter "Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

(Judicial District OR Office of State Court Administration)

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(Address)

(hereinafter "the Court").

Recitals

Subscriber desires to use one or more Court Data Services to assist Subscriber in the efficient performance of its duties as required by law and court rules.

The Court desires to provide Court Data Services to Subscriber to assist the Court in the efficient performance of its duties as required by law and court rules.

Court Data Services are defined in the Definitions Section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public and which may not be disclosed by Subscriber without the prior approval of the appropriate court or record custodian.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Subscriber agree as follows:

shall be effective on the date executed by the Court and shall remain in effect according to its terms. Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Agreement as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof. This Agreement may be superseded by a subsequent agreement between the parties.

2. **DEFINITONS.**

- a. "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:
 - i. "Bulk Data Delivery" which means the electronic transmission of Court Records in bulk form from the Court to the Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Request Forms, Policies & Notices, and materials referenced therein.
 - ii. "Integration Services" which means a pre-defined automated transmissions of i) Court Records from the Court's computer systems to Subscriber's computer systems; and/or ii) Subscriber Records from the Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Request Forms, Policies & Notices, and materials referenced therein.
 - iii. "MNCIS Login Accounts" which means a digital login account created for and provided to the Subscriber for online access to and use of Court Records, through the Minnesota Court Information System (MNCIS), as described in applicable Request Forms, Policies & Notices, and materials referenced therein.
 - iv. "ViBES Login Accounts" which means a digital login account created for and provided to the Subscriber for online access to and use of Court Records, through the Violations Bureau Electronic System (ViBES), as described in applicable Request Forms, Policies & Notices, and materials referenced therein.
- b. "Court Data Services Databases" means any databases, and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- c. "Court Data Services Programs" means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- **d.** "Court Records" means all information in any form made available by the Court and/or its affiliates to Subscriber for the purposes of carrying out this Agreement, including:
 - i. "Court Case Information" means any information in the Court Records that conveys information about a particular case or

- controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. "Court Confidential Case Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. "Court Confidential Security and Activation Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. "Court Confidential Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- **e.** "**DCA**" means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- f. "Policies & Notices" means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Subscriber's use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications such as transport mechanisms that Subscriber may need to procure separately to use Court Data Services.
- g. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended form time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled Limits on Public Access to Case Records or Limits on Public Access to Administrative Records, all of which by this reference are made a part of this Agreement. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the main website for the Court, for which the current address is www.courts.state.mn.us.
- h. "Request Form" means the form or forms as substantially set forth as Exhibit A, which is attached to and made a part of this Agreement, describing one or more specific requests for Court Data Services offered by the Court and corresponding Records to be transmitted or exchanged under such offering, as the same may be amended from time to time by the Court.

- i. "SCAO" shall mean the State of Minnesota, State Court Administrator's Office.
- **j.** "Subscriber Records" means any information in any form made available by the Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- **k.** "This Agreement" means this Master Subscriber Agreement for Minnesota Court Data Services including all Exhibits, Request Forms, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- l. "trade secret information of SCAO and its licensors" is defined in sections 7a., 7.b., and 7.d. of this Agreement.
- 3. REQUESTS FOR DATA ACCESS SERVICES. Following execution of this Agreement by both parties, Subscriber may submit to the Court one or more separate requests for Court Data Services on the Request Forms provided by the Court, each labeled as Exhibit A. One Request Form is required for each Court Data Service account requested. Each submitted Request Form must include sufficient detail to describe the Court Data Service being requested, including the desired Court Case Information, as directed on the Request Form. Request Forms approved by the Court are adopted and incorporated herein by this reference the same as if set forth verbatim herein. It is understood that Request Forms may be submitted on behalf of Subscriber by any Subscriber business unit personnel, and Subscriber hereby authorizes such personnel to perform this function. It is also understood that Request Forms may be approved on behalf of the Court by state court administration personnel or judicial district personnel (for Request Forms delegated to DCA for review) and the Court hereby authorizes such personnel to perform this function.
 - a. Preliminary Review / Merit. Upon receipt of a completed Request Form from Subscriber, the Court shall review the Court Data Service requested and the stated business reasons and thereafter shall determine whether the request has merit.
 - b. Legal Authority. After preliminary review and satisfaction that a request has merit, the Court will consider whether legal authority exists for the Court Data Service requested. For example, court rule, court order, or state or federal law may provide legal authority for the requested Court Data Service. If none exists, the Court may, in its discretion, present a draft court order to a judge or court with appropriate jurisdiction. It shall be the decision of that judge or court as to whether legal authorization is granted.
 - c. Approval. After preliminary review and satisfaction that a request has merit, and after a determination that legal authority exists to provide the Court Data Service requested, the Court shall approve the Request Form and thereby make it an Exhibit to this Agreement. Activation of the requested Court Data Service shall occur promptly following approval.
 - d. Rejection. Requests may be rejected for any reason, at the discretion of the Court.

- e. Requests for Termination of One or More Court Data Services. The Subscriber may request the termination of Court Data Services previously requested by submitting a Change Request Form. See Change Request Form instructions for details on how to terminate a Court Data Service. Upon receipt of a request for termination of a Court Data Service, the Court will deactivate the service requested. The termination of one or more Court Data Services does not terminate this Agreement. Provisions for termination of this Agreement are set forth in section 1. Upon termination of Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to the Court Records shall be limited to Court Case Information identified in approved Request Forms and other Court Records necessary for Subscriber to use approved Court Data Services. Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required by law in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Court Data Services in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Agreement without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

- a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required by law in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.
- **b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Agreement.
- c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Agreement, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Agreement, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. For purposes of this Agreement, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.
- **d.** That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Subscriber.

- e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Agreement, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Agreement.
- 6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE, PREVIOUSLY DISCLOSED COURT RECORDS, AND PREVIOUSLY SUBMITTED REQUEST FORMS. Subscriber acknowledges and agrees:
 - a. Court Case Information Provided Under Legal Mandate. When the Court is required to provide Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Subscriber's access to and use of Court Confidential Security and Activation Information.
 - **b.** Previously Disclosed Court Records. Without limiting section 6.a., all Court Records disclosed to Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
 - c. Previously Submitted Request Forms. All Request Forms submitted by Subscriber and approved by the Court prior to the effective date of this Agreement hereby become subject to and Exhibits of this Agreement with the same effect as if they were submitted and approved following the execution of this Agreement, as described in Section 3.
- 7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Court Records. SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.
 - a. Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.
 - b. Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without

limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

- c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."
- Restrictions on Duplication, Disclosure, and Use. Trade secret information of SCAO and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret. and trademark rights of SCAO and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.
- e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.
- f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement or within ten days of a request for termination of a data access service as described in section 3.e., Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but

not limited to training and configuration materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8. INJUNCTIVE RELIEF; LIABILITY. Subscriber acknowledges that the Court, SCAO, SCAO'S licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO'S licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, SCAO, SCAO'S licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, SCAO, SCAO'S licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, SCAO, SCAO'S licensors, and DCA for reasonable attorneys fees incurred by the Court, SCAO, SCAO'S licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 9. INDEMNIFICATION. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 10. AVAILABILITY. Specific terms of availability shall be established by the Court and set forth in the Polices & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 11. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT. To effect the purposes of this Agreement, Subscriber shall advise each individual who is permitted to use and/or access Court Records under this Agreement of the requirements and restrictions in this Agreement and shall require each individual to acknowledge in writing that the individual has read and understands such requirements and restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of this Agreement and shall provide the Court with access to, and copies of, such acknowledgements upon request.
- 12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Agreement.

- **a.** Judicial Policy Statement. Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.
- b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a period of one year following termination of this Agreement, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the State may terminate this Agreement without prior notice to Subscriber.
- c. Personnel. Subscriber agrees to investigate, at the request of the Court, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.
- 13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Agreement or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.
- 14. MODIFICATION OF FEES. SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A

PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

- b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.
- 16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- 17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Court Data Services, Policies & Notices, and Request Forms, section 3 regarding Request Forms, and in sections 13 and 14 regarding notices of or modification of fees, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
- 18. NON-WAIVER. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
- 19. FORCE MAJEURE. Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
- 20. SEVERABILITY. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
- 21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Subscriber.

- 22. GOVERNING LAW. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
- 23. VENUE AND JURISDICTION. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
- 24. INTEGRATION. This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in section 2 regarding Court Data Services, Policies & Notices, and Request Forms, section 3 regarding Request Forms, and in sections 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

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

1.	SUBSCRIBER Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.	2.	The Court
Ву		Ву	
	(SIGNATURE)		(SIGNATURE)
Date		Date	
Name	(typed) William J. Malinen	Name (1	typed) Robert L. Hanson
Title	City Manager	Title	Director / CIO
Office	City of Roseville	Office	Information Technology Division of State Court Administration



Date: 12/21/09

Item: 10.a 2010 Census

2010 CENSUS: IT'S IN OUR HANDS

What Elected Officials Need to Know about the 2010 Census

In 2010, the U.S. census will define who we are as a nation. Taken every 10 years, the census affects political representation and directs the allocation of billions of dollars in government funding. As an elected official, you work daily to secure the best interests of your constituents and to ignite positive change for your community. By becoming a 2010 Census partner, you can help ensure that everyone in your community is counted so that your community receives its fair share of important services and resources. **Achieving a complete and accurate 2010 Census is in our hands.**

The Census: A Snapshot

- ▲ The U.S. Constitution requires a national census once every 10 years.
- The census is a count of everyone residing in the United States: in all 50 states, Washington, D.C., Puerto Rico, U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa. This includes people of all ages, races, ethnic groups, both citizens and non-citizens.
- The 2010 Census will create hundreds of thousands of temporary jobs across the nation.

It's in Our Hands: Your Community's Participation in the Census Matters

- Every year, more than \$300 billion in federal funds is awarded to states and communities based on census data. That's more than \$3 trillion over a 10-year period.
- Census data guide planning for new hospitals, schools and other services.
- ✓ Census data is used to determine the most need for additional social services, including who receives community development block grants and other grant programs essential to many communities.

Completing the 2010 Census Questionnaire: Simple and Safe

- ▲ The 2010 Census questionnaire asks only a few simple questions of each person—name, relationship, gender, age and date of birth, race, and whether the respondent owns or rents his or her home. This simple, short questionnaire takes just a few minutes to complete and return by mail.
- The Census Bureau does not release or share information that identifies individual respondents or their household for 72 years.

www.census.gov/2010census





2010 CENSUS: Frequently Asked Questions

Why should everyone participate in the 2010 Census?

The 2010 Census will shape the future of your community, define your voice in Congress and generate local employment opportunities for your constituents.

- ✓ Census information helps determine locations for schools, roads, hospitals, child-care and senior citizen centers, and more.
- Businesses use census data to locate supermarkets, shopping centers, new housing and other facilities.
- ▲ The census determines how many seats each state will have in the U.S. House of Representatives as well as the boundaries of legislative districts.
- ▲ Local communities use census data to gauge the financial health of the community and the future of vital social service programs. Census data inform a diverse range of local initiatives, such as justifying the need for an after-school program to designating urban revitalization areas.

How will the 2010 Census differ from previous census efforts?

In the last census, one in six households received a long questionnaire asking for detailed socioeconomic information. In 2010, every residence will receive a short questionnaire that is simple and fast to complete and return. More detailed information will be collected annually from a small percentage of the population through the American Community Survey.

Will the information the Census Bureau collects remain confidential?

Yes. Every Census Bureau worker takes an oath for life to protect the confidentiality of census responses. Violation would result in a jail term of up to five years and/or fine of up to \$250,000. By law, the Census Bureau cannot share an individual's answers with anyone, including welfare and immigration agencies.

Why are elected officials important partners in the 2010 Census campaign?

More than 140,000 organizations supported Census 2000, including state and local governments, community- and faith-based organizations, schools, media, businesses and others. By joining forces with partners, the Census Bureau has a far greater chance to reach every U.S. resident than by attempting this monumental task alone. As an elected official, you can communicate the importance and safety of completing the census questionnaire to constituents, including those isolated by language or geography. You can form a Complete Count Committee, hold town hall meetings, include census information in newsletters and Web sites, and provide space for the Census Bureau to test and train.

2010 Census Timeline: Key Dates

Fall 2008	Recruitment begins for local census jobs for early census operations.					
Spring 2009 Census employees go door-to-door to update address list nationwi						
Fall 2009	Recruitment begins for census takers needed for peak workload in 2010.					
February - March 2010	Census questionnaires are mailed or delivered to households.					
April 1, 2010	Census Day					
April - July 2010	Census takers visit households that did not return a questionnaire by mail.					
December 2010	By law, Census Bureau delivers population counts to President for apportionment.					
March 2011	By law, Census Bureau completes delivery of redistricting data to states.					

For more information about the 2010 Census, please go to www.census.gov/2010census.



Organize and/or serve on a Complete Count

IT'S IN OUR HANDS

2010 Census Partnership Agreement Form

Participate in a speakers' bureau for the 2010

The Census Bureau's partnership program combine the strengths of local governments, community-based organizations, faith-based organizations, schools, media, businesses and others, to ensure a complete and accurate 2010 Census. The Census Bureau will provide promotional materials, updates and data assistance to partners to assist in this effort. Together we can ensure the 2010 Census message is delivered to every corner of the nation.

There are many ways to get involved with the 2010 Census

(Please check activities in which you are interested in participating)

Committee.	Census
Identify job candidates, distribute and display	Allow the Census Bureau to post your
recruiting materials.	organization's name on the 2010 Census Web site.
Provide space to test job applicants.	Provide link to the 2010 Census Web site from you
Provide space to train new employees.	organization's site.
Provide space for Be Counted sites and/or	Use 2010 Census drop-in articles, messages and
Questionnaire Assistance Centers.	logos in newsletters, mailings, and other in-house
Encourage persons to return their questionnaire.	communications (e-mail, Web site, etc.).
Display/distribute 2010 Census promotional	Appoint a liaison to work with the Census Bureau.
materials.	Provide volunteers for census promotional events.
Issue public endorsement for the 2010 Census and	Put the 2010 Census on meeting agendas and/or
send endorsement to members or affiliates.	allow presentations by Census Bureau staff.
Place 2010 Census articles in publications. Donate	Use and distribute educational materials.
space for census advertisements.	Provide a translator/translate 2010 Census
Air 2010 Census PSAs and B-Roll, and cover census	material
events/programs.	Participate in 2010 Census kick-off meetings.
Provide speaking opportunities and exhibit space	Highlight key 2010 Census operational events in
at conferences or trade shows.	newsletters or other publications.
Sponsor community events to promote 2010	Participate in Census Bureau-sponsored events.
Census participation.	Other:
Name:	Name:
Title:	Title:
Organization:	Organization:
Address:	Address:
Phone:	Phone:
E-mail:	E-mail:
Signature:	Signature:
Date:	Date:

Thank you for becoming an official 2010 Census partner! We appreciate your support in ensuring the success of this great effort.



REQUEST FOR COUNCIL ACTION

Date: 12/21/2009 Item No.: 10.b

Department Approval

City Manager Approval

P. Trudgen

Wymalinen

Item Description: Twin Lakes Redevelopment Update

BACKGROUND

2

1. Phase 1 Infrastructure Project

- 4 Land Acquisition/Condemnation Update: To construct the Phase 1 improvements in
- 5 Twin Lakes, on March 9, 2009, the City Council authorized use of the quick-take
- 6 condemnation process through its power of eminent domain to ensure that the City had
- 7 control of these sites within Twin Lakes to complete the Phase 1 of the Twin Lakes
- 8 infrastructure project. As part of this process, the City acquired property and/or
- 9 temporary construction easements from four property owners—Roseville Properties, Xtra
- Lease, Dorso, and PIK. The City is still working with three of the four property owners to
- come to a settlement. The Court has appointed the three commissions it will use to
- determine the appropriate price for the land and/or temporary easement on the three
- remaining properties. It is expected that the commissioners will convene and make its
- decision in winter 2010.
- Public Improvements: The City's contractor has completed nearly all of the Phase 1
- work, including the installation of sewer, water, and storm water utilities, the
- 17 construction of Twin Lakes Parkway from Cleveland Avenue to Mount Ridge Road, the
- construction of Mount Ridge Road from Twin Lakes Parkway to County Road C2, and
- the installation of the storm water management system, streetlights, and a portion of the
- 20 landscaping. The remaining Phase 1 work includes the installation of the remaining trees,
- shrubs, and perennials, the installation of the crosswalks at Twin Lakes Parkway at the
- roundabout, and the final lift of asphalt on Twin Lakes Parkway. Mount Ridge Road and
- Twin Lakes Parkway was opened to traffic on Monday, December 14, 2009.
- Project Costs: As the City has not made final settlements with three of the property
- owners and final work needs to be completed, staff has not prepared a final cost analysis
- for Phase 1. To date, the project has cost approximately \$4.4 million--\$1.8 million for
- 27 land negotiation and acquisition and \$2.6 million for site preparation, roadway
- construction, and construction oversight. Once settlements are reached and all work
- completed, staff will provide the City Council with a cost summary for this phase of the
- 30 project.

Metro Transit Park and Ride: Metro Transit has completed the construction Iona Lane and a 460-stall park-and-ride facility located at the southeast corner of Iona Lane and Mount Ridge Road. Metro Transit commenced service at the site on December 14, 2009. Route 264 is an express bus line that originates from this site in the morning and makes stops in downtown Minneapolis and with return routes in the evening. The schedule is available on Metro Transit's website, which can be accessed at www.metrotransit.org.

Phase 2 Infrastructure Project

Phase 2 of the Public Infrastructure Improvement consists of the following work:

- Extension of Twin Lakes Parkway from the Mount Ridge roundabout east to Prior Avenue
- Construction of a roundabout at Twin Lakes Parkway and Prior Avenue
- Reconstruction of Prior Avenue from Twin Lakes Parkway to County Road C
- Construction of a signal at the intersection of Prior and County Road C
- Associated utility extensions including sanitary sewer, water main and storm sewer

<u>Design Update:</u> In June 2008, the City Council approved an engineering contract with WSB for the design of the public infrastructure within the Twin Lakes redevelopment area. To date, WSB has completed final design and constructed the initial phase of infrastructure improvements. The plans for the other two phases of construction are 60 percent complete. WSB will complete the full set of final design plans by February 2010.

Right-of-Way and Temporary Easement Acquisition: To complete the Phase 2 infrastructure improvements, staff anticipates that the City only needs to acquire a very limited amount of permanent right of way and temporary construction easements from 1885-1915 County Road C, which is owned by a real estate investment trust based out of Aurora, Colorado. The majority of the needed right of way was acquired last summer.

Environmental Update: On September 21, 2009, the City Council approved a contract with Braun Intertec to enroll the Phase 2 infrastructure area into the State's Voluntary Investigation and Cleanup Program and develop a Response Action Plan (RAP) for the Phase 2 project. In its proposal, Braun recommended using a similar approach to cleanup that was approved by the Minnesota Pollution Control Agency (PCA) for the initial phase of infrastructure improvements. Braun submitted the RAP to the PCA and the PCA has indicated through email correspondence that the agency needs additional information regarding the extent of the contamination within the right of way prior to it approving the plan. Braun has requested that the agency provide the City with a formal rejection letter and to indicate what information the City needs to provide in order to receive approval of the plan. Based on conversations with Braun, staff anticipates that the City will need to undertake additional subsurface sampling in order to fully characterize the level and extent of contamination within the right of way.

Cost and Funding: Staff estimates that the Phase 2 project will cost approximately \$2.9 million. The following table breaks out the costs based on the 60-percent design plans.

Phase 2 Cost Estimate

Item	Cost
Land acquisition*	\$800,000
Site preparation	\$53,500
Environmental cleanup	\$207,500
Sanitary sewer	\$53,700
Storm sewer	\$100,200
Water main	\$129,700
Road and sidewalk	\$1,035,300
Streetscaping	\$340,200
Construction oversite	\$192,200
Total	\$2,912,300

^{*}Approximately \$770,000 of this cost has already been incurred.

The City has funding in place to complete this project. Approximately \$770,000 of Phase 2 project costs were incurred as part of the land acquisition process undertaken for the Phase 1 project, which leaves approximately \$2.13 million to fund. DEED awarded the City a \$1 million grant for the this project; however, if the City wants to utilize these funds, activities must be completed during the 2010 construction season as the funds will expire on December 31, 2010. The City applied for and has been awarded approximately \$200,000 in funding for environmental cleanup from Ramsey County, which should offset the City's cost to remediate the right of way. Finally, the City has available pooled tax increment to fill the remaining project gap.

Timeline: Staff is proposing the following timeline for the Phase 2 project.

- February 2010: Approve plans and specifications and order the advertisement for bid
 - March 2010: Award bids
 - May 2010: Begin construction
 - September 2010: Complete construction

Other Twin Lakes Issues

Update of the Cost Allocation Study: In 2007, the City Council adopted the Twin Lakes Cost Allocation Study. This study determines the amount each development will contribute towards the cost of the infrastructure required to implement the mitigation strategy adopted in the 2007 Twin Lakes Business Park Alternative Urban Areawide Review (AUAR). Over the next several weeks, staff will be updating the cost spreadsheet to reflect actual costs for land acquisition, the improvements implemented during the Phase 1 project, and environmental assessment and cleanup. The spreadsheet will also be updated to reduce overall project costs by the grant dollars received for this project.

- Federal Appropriation: The City has received a \$1 million federal appropriation to
- complete infrastructure work within the Twin Lakes area. Over the next several weeks,
- staff will be working with Representative McCollum's office to determine the process to
- access the funds.

107 POLICY OBJECTIVE

- Development of infrastructure within the Twin Lakes Redevelopment Area is consistent
- with the City's 2030 Comprehensive Plan and the Twin Lakes Business Park Master
- 110 Plan.

111 **BUDGET IMPLICATIONS**

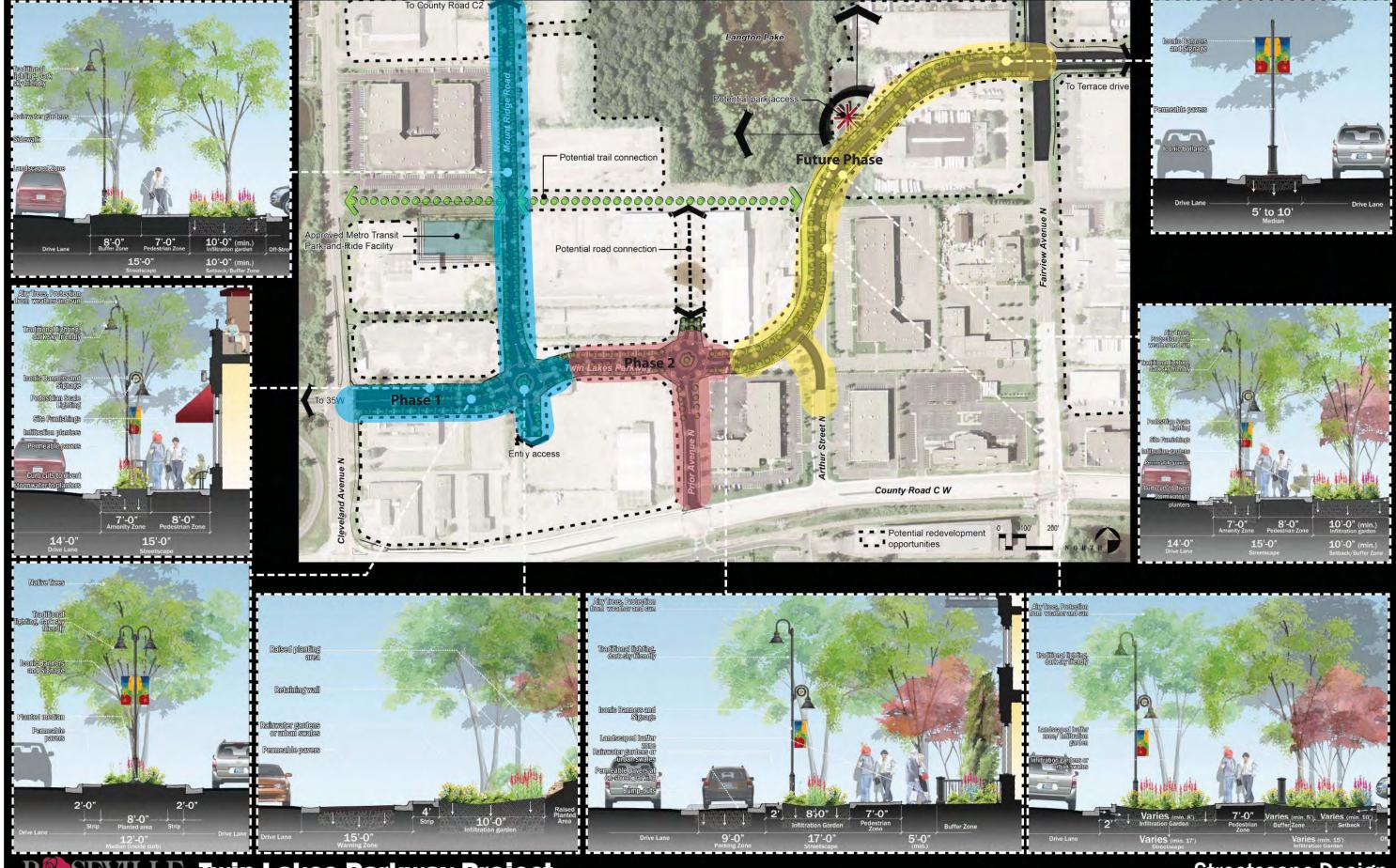
- There are no direct impacts to the City's budget to implement the infrastructure projects
- as it has been funded through external grants and existing TIF balances.

114 REQUESTED COUNCIL ACTION

- No specfic action is required at this time. Staff will be bringing forward action to intiate
- the Phase 2 project based on the timeline above.

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Depiction of Twin Lakes Infrastructure



REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 12.a

Department Approval

City Manager Approval

Cttyl K. mille

Item Description: Adopt the 2010 Final Budget and Property Tax Levy

BACKGROUND

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25 26 State Statute requires all cities to adopt a final tax levy and budget by December 30th for the following 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.

Over the past several months, the City Council has held over 20 separate discussions regarding the 2010 Budget and Property Tax Levy. These discussions culminated in a public hearing held on December 7, 2009. At this meeting, City Staff presented an overview of the proposed budget and taxpayer impacts. In addition, residents were invited to provide comments or suggestions.

While it has been especially challenging to develop a budget in the current economic downturn, the Council and Citizens are reminded that the City is on an unsustainable financial path. With regard to the City's property tax-supported programs and services, we have relied on cash reserves to plug budget gaps 7 out of the last 8 years. In addition, the City's own 10-year Capital Investment Plan demonstrates that the City is millions of dollars behind in funding vehicle, equipment, and other capital replacements. Finally, for 2010 the City is faced with unprecedented declines in state aid, interest earnings, and other non-tax revenue sources – a combined loss of \$700,000 next year alone.

Because of these financial realities, the City must accept significant tax levy increases and/or permanent reductions in programs and service levels. It is simply too late to wait for better times to fix what's broken.

It should be noted, that the City has already made a number of permanent budget reductions in prior years. The following table depicts just some of the operational changes made since 2003.

Permanent Spending Reductions: 2003 - Present

Department	Amount (a)	
Administration	Eliminate Asst. City Manager position (2002)	\$ 100,000
Finance	Downgrade Accounting Supervisor position (2003)	15,000
Finance	Eliminate Accountant position (2004)	65,000
Parks & Recreation	Eliminate a Parks & Recreation Maint. Position (2005)	50,000

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Police	100,000	
PW - Streets	50,000	
PW - Engineering	Downgrade Engineering Technician position (2005)	12,000
Parks & Recreation	30,000	
Parks & Recreation	75,000	
	Total	\$ 497,000
(a) Amount shown is in 2		

As indicated in the above table, since 2003 the City has made nearly \$500,000 in permanent spending reductions in personnel costs alone. And while the City has added a few positions in police and fire during this timeframe, it was done so in response to an identified need and only after significant evaluation and discussion by the City Council. In addition, the City has continued to leave several budgeted positions vacant in recognition of the City's current financial challenges. It should also be noted that for 2010, the City is budgeting for a 0% cost of living allowance for all employees and has set aside \$25,000 for wage step increases. This is consistent with decisions being made by peer cities.

During the last budget discussion, the Council requested the 2010 Line Item Budgets for the property taxsupported programs. This is included in *Attachment D*, along with line item budgets for all other programs. In many instances, the line item budgets are the same as those adopted for 2009. Variances for the property tax-supported programs are detailed in the table below.

	Budget	
Department / Division	Variance	Comments / Description
City Council	(1,000)	Corrected NYFS amount
Ethics Commission	(1,750)	Reduced speaker fees
		(\$6K) citywide training, (\$5K) arbitration, (\$5K)
Administration	(20,000)	wellness program
Elections	49,040	Additional for 2010 elections
Legal	12,500	Per new bid
Finance	11,000	\$6K for software maint, \$3K empl. step increases
Contingency	(33,875)	2010 Budget has \$0 set aside for contingencies
		(\$62K) Chief vacancy, (\$19K) RMS, (\$3K) hiring
Police Admin	(85,600)	process
		\$170K depreciation, \$30K dispatch, \$11K fuel,
Police Patrol	131,225	(\$65K) Patrol position, (\$10K) training
		\$14K step increases, (\$20K) equipment, (\$6K)
Police Investigations	(14,000)	Family Violence Network
Police Comm. Services	(33,960)	(\$35K) 2 CSO positions, \$1K fuel
Fire Admin	(61,444)	(\$61K) Chief vacancy
Fire Prevention	2,035	Step increases, fuel
Fire Operations	39,075	\$80K depreciation, (\$46K) Shift reductions
Fire Relief	226,000	Add'l unfunded liability
		(\$40)K salary moved to utilities, (\$20K) salary
Public Works Admin	(49,650)	moved to Eng. Svcs Fund, \$10K depreciation
		\$150K depreciation, \$80K supplies, \$25K ROW tree

Streets	274,000	removal/misc., \$15K step increases, \$4K fuel
Building Maintenance 9,000		Campus facility supplies and maintenance
		(\$100K) Park Master Plan, (\$19K) community
Recreation Admin	(119,000)	relations/wellness
Nature Center 1,930		Add'l facility supplies and maintenance
Skating Center	(6,235)	(\$25K) PT wages, \$18K supplies and maintenance
		\$40K depreciation, \$50K diseased tree removal,
		\$15K add'l maintenance, (\$50K) FT position, \$4K
Park Maintenance	62,865	fuel
Park Improvements	\$ (30,000)	Reduced funding

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City Staff will be available at the meeting to address any Council inquiries.

POLICY OBJECTIVE

Adopting a final budget and tax levy is required under Mn State Statutes.

FINANCIAL IMPACTS

Based on the Recommended Budget, and maintaining the preliminary tax levy at its current level, a typically-valued home would pay approximately \$51 per month. This represents an increase of \$3 per month or 6%. In exchange, residents receive 24x7x365 police and fire services, well maintained streets, and a full offerring of parks and recreation programs and facilities.

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\$51 per month is comparable to the monthly cost for cable or satellite tv, telephone/mobile phone, gas, electric, and some broadband internet connections.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

The Council is asked to take the following separate actions:

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- a) Motion to approve, or modify, the attached Resolution to adopt the 2010 Final Tax Levy
- b) Motion to approve, or modify, the attached Resolution to adopt the 2010 Final Budget
- c) Motion to approve, or modify, the attached Resolution to adopt the 2010 Final Debt Levy

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Prepared by: Chris Miller, Finance Director

Attachments:

- A: Resolution to adopt the 2010 Final Tax Levy
- B: Resolution to adopt the 2010 Final Budget
- C: Resolution to adopt the 2010 Final Debt Levy
- D: 2010 Program Cost Summary (revised)
- E: 2010 Line Item Budget
- F: 2009 Budget Adjustment Summary
- G: HRA Budget

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

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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 21st day of December, 2009 at 6:00 p.m.

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The following members were present: and

, and the following were absent:

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Member

introduced the following resolution and moved its adoption:

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RESOLUTION

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RESOLUTION SUBMITTING THE FINAL PROPERTY TAX LEVY ON REAL ESTATE TO THE RAMSEY COUNTY AUDITOR FOR THE FISCAL YEAR OF 2010

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

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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.

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_ Purpose	_ Amount _
Programs & Services	\$ 12,320,000
Debt Service	1,980,000
Total	\$ 14,300,000

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

90 91 92

WHEREUPON, said resolution was declared duly passed and adopted.

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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 97 Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes 98 of a regular meeting of said City Council held on the 21st day of December, 2009 with the original thereof 99 on file in my office. 100 101 WITNESS MY HAND officially as such Manager this 21st day of December, 2009 102 103 104 105 William J. Malinen 106 City Manager 107 108 Seal 109

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

* * * * * * * * * *

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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 21st day of December 2009 at 6:00 p.m.

116117118

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

119120121

Member

introduced the following resolution and moved its adoption:

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RESOLUTION _____

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RESOLUTION ADOPTING THE FINAL 2010 ANNUAL BUDGET FOR THE CITY OF ROSEVILLE

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

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Fund	Amount
General, Recreation, Park Maintenance *	15,996,110
Park Improvements *	185,000
Pathway Maintenance *	140,000
Boulevard Landscaping *	60,000
Building Maintenance *	25,000
Debt Service *	1,980,000
Community Development	1,260,295
Equipment Replacement	50,000
Special Purpose	2,567,025
Street Improvements	1,800,000
Tax Increment	900,000
Sanitary Sewer Utility	4,417,300
Water Utility	5,993,150
Stormwater Utility	1,510,875
Solid Waste Recycling	449,000
Golf Course	383,300
Cemetery	4,500
Total	\$ 37,721,555

^{*} Supported by property taxes

The City of Roseville's Budget for 2010 in the amount of \$37,721,555 be hereby accepted and approved 132 133 The motion for the adoption of the foregoing resolution was duly seconded by member and upon a 134 vote being taken thereon, the following voted in favor thereof: 135 136 and the following voted against the same: 137 138 WHEREUPON, said resolution was declared duly passed and adopted. 139 140 State of Minnesota) 141) SS 142 County of Ramsey) 143 144 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of 145 Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes 146 of a regular meeting of said City Council held on the 21st day of December, 2009, with the original thereof 147 on file in my office. 148 149 WITNESS MY HAND officially as such Manager this 21st day of December, 2009. 150 151 152 153 William J. Malinen 154 City Manager 155 156 Seal 157

EXTRACT OF MINUTES OF MEETING OF THE 158 CITY COUNCIL OF THE CITY OF ROSEVILLE 159 160 161 162 163 164 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, 165 County of Ramsey, Minnesota was duly held on the 21st day of December, 2009 at 6:00 p.m. 166 167 The following members were present: 168 , and the following were absent: 169 170 introduced the following resolution and moved its adoption: Member 171 172 173 RESOLUTION _____ 174 175 RESOLUTION DIRECTING THE COUNTY AUDITOR TO 176 ADJUST THE APPROVED TAX LEVY FOR 2010 BONDED DEBT 177 178 WHEREAS, the City will be required to make debt service payments on General Improvement Debt in 179 2010: and 180 181 WHEREAS, there are reserve funds sufficient to reduce the levy for General Improvement Issues Series 182 2003A, and 2004A, 2009A, and 2009B; and additional amounts are needed for Series 1994A; and 183 184 WHEREAS, General Improvement Issues Series 22 has been defeased and is no longer outstanding; and 185 series 23 has been refunded and replaced with series 2004A and series 25 has been refunded and replaced 186 with series 2009B. 187 188 NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, that 189 190 The Ramsey County Auditor is directed to change the 2010 tax levy for General Improvement Debt by 191 \$84,533.56 from that which was originally scheduled upon the issuance of the bonds, which is being paid 192 by debt service reserves or are for debt issues no longer outstanding. 193 194 The motion for the adoption of the foregoing resolution was duly seconded by member and upon a 195 vote being taken thereon, the following voted in favor thereof: 196

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

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I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of 202 Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes 203 of a regular meeting of said City Council held on the 21st day of December, 2009, with the original thereof 204 on file in my office. 205 206 WITNESS MY HAND officially as such Manager this 21st day of December, 2009. 207 208 209 210 William J. Malinen 211 City Manager 212 213 214 Seal

Council / Staff Combined Composite

 $C = City \quad 3 = High$ $S = State \quad 1 = Low$ or Fed

Attachment D

Council / Stail Coll	institute composite		01100								2010	2010	
Danartmant /				Current	Council	Staff Co	ombined	2009	2010	2010	Program	Net Program	Funding
Department / Division	Program / Function	Description	Mandated		Composite C			Budget	Budget	Adj. Budget	Revenues	Cost	Result
Division	1 Togram / Tuncuon	<u>Description</u>	Manuated	LOS	<u>Composite</u> <u>C</u>	omposite <u>co</u>	mposite	Budget	<u>Duuget</u>	Auj. Duuget	Revenues	Cost	Kesuit
16 Police	Patrol - Patrol (state aid)	24 x 7 police patrol and first responder services	State	3	5.0	4.6	4.8	310,000	310,000	310,000	310,000	_	OK
27 Fire	Training	Required training certification per the State of Minnesota	State	3	5.0	4.6	4.8	202,043	202,043	202,043	-	202,043	OK
13 Fire	Firefighting - General	Response to fire emergencies, auto accidents, rescue incidents, etc.	State	2	5.0	4.4	4.7	362,270	362,270	313,822	_	313,822	OK
4 Police	Patrol - Patrol Other	24 x 7 police patrol and first responder services	State	3	5.0	4.2	4.6	779,495	779,495	714,495	100,000	614,495	OK
15 Fire	Firefighting - Emergency Medical Services	Provide advanced medical response to residents and visitors of Rosevile	State	2	5.0	3.2	4.1	322,024	322,024	322,024	100,000	322,024	OK
3 Police	Investigations - investigations	Investigate all major cases (incidents) that occur or originate in the City	State	3	4.8	4.8	4.8	811,752	811,752	811,752	<u>-</u>	811,752	OK
123 Police	Patrol - Training (state aid)	Mandated state training for police officers	State	3	4.8	4.6	4.7	20,000	20,000	20,000	20,000	-	OK
61 Finance	General Fund Insurance	General Fund's share of the city's Property/Liability insurance		2	4.8		4.6	80,000	80,000	80,000	20,000	80,000	OK OK
			State			4.4					-	,	
103 Parks & Rec	Parks Maint Playground structures	Inspection and simple repairs to all playground units in the system	State, City	2	4.8	3.4	4.1	32,295	32,295	32,295	-	32,295	OK
79 City Council	Northwest Youth & Family Services contribution	Contractual obligation to NWYFS	City		4.8	2.6	3.7	51,000	51,000	50,000	-	50,000	OK
1 Miscellaneous		Payment of principle and interest on bonds	g		4.6	4.8	4.7	1,880,000	1,880,000	1,880,000	-	1,880,000	OK
81 2010 Item	Employee Healthcare		State, City		4.6	4.8	4.7	-	50,000	50,000	-	50,000	OK
30 Police	Patrol - Dispatch				4.6	4.4	4.5	186,000	186,000	186,000	-	186,000	OK
91 Police	Investigations - crime scene processing	On-scene collection of evidence		3	4.6	4.4	4.5	39,322	39,322	39,322	-	39,322	OK
112 Police	Admin - Criminal prosecutions	Present and forward cases to City/County Attorney, and other agencies		3	4.6	4.2	4.4	25,996	25,996	25,996	-	25,996	OK
102 Administration	n Elections	Duties related to conduction both primary and general elections	Fed, State		4.6	4.0	4.3	32,575	32,575	32,575	-	32,575	OK
133 Fire	Admin -Emergency mgmt.	Preparing for disasters, disaster response, planning, training and recovery	State, City	2	4.6	4.0	4.3	12,253	12,253	12,253	-	12,253	OK
19 2010 Item	Fire Relief pension obligation		State		4.6	3.6	4.1	-	250,000	226,000	-	226,000	OK
25 Miscellaneous	Fire Relief contribution	City share of the pension costs for paid-on-call firefighters			4.6	3.6	4.1	207,000	207,000	207,000	207,000	-	OK
124 Police	Emergency Mgmt - general	Outdoor warning siren maintenance, emergency management training		2	4.6	3.6	4.1	19,785	19,785	19,785	-	19,785	OK
23 Parks & Rec	Parks Maint Grounds	Mowing, trimming, grooming, landscape maintenance, tree planting, etc.	State, City	2	4.6	3.4	4.0	217,404	217,404	217,404	-	217,404	OK
32 Administration	Admin - City Manager position		City		4.4	5.0	4.7	160,755	160,755	160,755	-	160,755	OK
38 Finance	Finance - Finance Director position		City		4.4	5.0	4.7	144,000	144,000	144,000	144,000	-	OK
18 Public Works	Streets - MSA Road maintenance	Maintain 350 lane miles of streets; cracksealing, patching, sealcoating		2	4.4	4.8	4.6	270,000	270,000	270,000	270,000	-	OK
52 Finance	Finance - Financial acct./reporting	Perform all General Ledger, A/P, A/R, audit, and financial reporting	State, City	2	4.4	4.6	4.5	102,836	102,836	102,836	-	102,836	OK
92 Finance	Finance - Cash receipts	Process all receipts	State, City	2	4.4	4.6	4.5	37,939	37,939	37,939	-	37,939	OK
98 City Council	Annual Audit	•	State		4.4	4.6	4.5	34,000	34,000	34,000	_	34,000	OK
106 Finance	Finance - Banking / investing	Manage the city's investment portfolio and banking relationships	State, City	1	4.4	4.6	4.5	30,000	30,000	30,000	30,000	, -	OK
111 Police	Admin - Execute warrants	Write warrants, seek judicial approval, and then execute the warrant	State	3	4.4	4.6	4.5	26,750	26,750	26,750	-	26,750	OK
	Streets - Traffic control, mgmt, Signs	Maintain 5000 signs; replace 300 annually, street line painting/markings	State	2	4.4	4.4	4.4	140,073	140,073	140,073	_	140,073	OK
	Admin - Personnel Management	Citywide personnel and human resources functions; hiring, benefits, etc.	State, City	2	4.4	4.4	4.4	119,000	119,000	119,000	_	119,000	OK
36 Police	Patrol - Case management	Planning, organizing, and oversight of criminal cases	State, City	3	4.4	4.0	4.2	156,473	156,473	156,473	_	156,473	OK
53 2010 Item	Debt Service on Arena project	riamming, organizing, and oversight of criminal cases	Fed, State	3	4.4	4.0	4.2	150,475	100,000	100,000		100,000	OK
	Admin - Erosion control inspections	Plan review, inspection, corrective actions when necessary	State, City	1	4.4	4.0	4.2	5,686	5,686	5,686	5,686	100,000	OK
12 Parks & Rec	Programs - Youth	Active and passive programs to improve quality of life for youth	State, City	3	4.4	3.8	4.1	412,134	412,134	412,134	443,885	(31,751)	OK OK
105 2010 Item	Police & Fire dispatching	Active and passive programs to improve quanty of the for youth		3			4.1	412,134	30,000	30,000	445,665	30,000	OK OK
	Streets - General maintenance	Maintain 250 lane miles of atmests, anadyseeling metahing seed seeting		2	4.4	3.8		121 672			-		
		Maintain 350 lane miles of streets; cracksealing, patching, sealcoating		2	4.4	3.6	4.0	121,672	121,672	121,672	-	121,672	OK
	Park Improvement Program	Major repairs, renovations, replacements of park infrastructure	G	2	4.4	2.8	3.6	215,000	215,000	185,000	-	185,000	OK
5 Police	Admin - Police reports	Completing police reports and entering into records system	State	3	4.2	4.6	4.4	635,325	635,325	635,325	-	635,325	OK
	Admin - Arden Hills, Falcon Heights contract		City	2	4.2	4.4	4.3	29,655	29,655	29,655	29,655	-	OK
	Admin - ROW Management	Plan review, inspection, corrective actions when necessary	State, City	1	4.2	4.2	4.2	33,781	33,781	13,781	13,781	-	OK
	Parks Maint Buildings	Maintenance of all buildings incl; shelters, warming houses, HANC, gyms	State, City	2	4.2	4.0	4.1	247,770	247,770	197,770	-	197,770	OK
68 Parks & Rec	Parks Maint Athletic Fields	Mowing, trimming, lining, etc.	State, City	3	4.2	3.4	3.8	70,240	70,240	70,240	-	70,240	OK
97 Parks & Rec	Parks Maint Snow Plowing	Snow removal on park trails, off road paths, OVAL, all park related facilities	State, City	2	4.2	2.8	3.5	34,282	34,282	34,282	-	34,282	OK
•	TNT Hearing				4.2	2.4	3.3	3,500	3,500	500	-	500	OK
41 Public Works	Admin - PW Director position				4.0	5.0	4.5	142,000	142,000	142,000	-	142,000	OK
44 Parks & Rec	Admin - Parks Director position				4.0	5.0	4.5	140,000	140,000	140,000	-	140,000	OK
82 Finance	Finance - Payroll	Process all payrolls and reporting requirements	State, City	2	4.0	4.8	4.4	46,912	46,912	46,912	-	46,912	OK
158 Public Works	Admin - MSA Reporting	required reporting	State	1	4.0	4.4	4.2	1,666	1,666	1,666	-	1,666	OK
2 Police	Patrol - Citizen customer service	General public services		3	4.0	4.2	4.1	1,120,249	1,120,249	1,120,249	-	1,120,249	OK

2010 Budgeting for Outcomes Prioritization Process

Property-Tax Supported Programs

Council / Staff Combined Composite

 $C = City \quad 3 = High$ $S = State \quad 1 = Low$ or Fed

Council / Stair Con	nomea Composite		or rea								2010	2010	
Donartmant /	,			Current	Council	Staff C	ombined	2009	2010	2010		Net Program	Funding
Department / Division	Program / Function	Description	Mandated		Composite Co			Budget	Budget	Adj. Budget	Program Revenues	Cost	Result
Division	110gram / 1 unction	<u>Description</u>	Mandated	LOS	Composite Co	omposite et	<u>Jinposite</u>	<u>Budget</u>	Dudget	Auj. Buuget	Revenues	Cost	Result
57 Fire	Firefighting - Equipment maintenance	Maintaining department equipment - beyond station duties work		2	4.0	4.2	4.1	94,414	94,414	94,414	_	94,414	OK
11 Public Works		City hall, public works building, license center	State, City	1	4.0	4.0	4.0	422,752	422,752	422,752	_	422,752	OK
31 Public Works		Complete work orders, preventative maintenance	, ,		4.0	4.0	4.0	163,211	163,211	163,211	_	163,211	OK
142 Parks & Rec	Admin - Cash management	Time spent monitoring and preparing cash deposits, etc.	State, City	3	4.0	4.0	4.0	9,004	9,004	9,004	_	9,004	OK
78 Parks & Rec	Parks Maint Equipment	Lighting systems, irrigation systems, mechanical equipment, etc.	, ,	2	4.0	3.6	3.8	52,177	52,177	52,177	_	52,177	OK
6 Parks & Rec	Skating Center - Maintenance	General maintenance at Skating Center		3	4.0	3.4	3.7	527,865	527,865	527,865	527,865	-	OK
35 Public Works	Streets - Pathway maintenance & repair	Maintain 30+ parking lots, 65 miles of pathways and sidewalk		2	4.0	3.2	3.6	159,174	159,174	159,174	-	159,174	OK
93 Finance	Finance - Reception Desk	Main switchboard and reception duties		2	4.0	3.0	3.5	37,939	37,939	37,939	-	37,939	OK
75 Finance	Finance - Risk Management	Administrer all property/liability and work comp claims	State, City	2	3.8	4.2	4.0	56,725	56,725	56,725	-	56,725	OK
101 Public Works	Admin - Customer Citizen services	General services - phone and counter service, news publications, etc.	, ,	2	3.8	4.0	3.9	32,771	32,771	32,771	-	32,771	OK
71 Fire	Firefighting - Citizen customer service	Time spent to provide responses to citizen needs, questions, and requests		2	3.8	3.8	3.8	60,430	60,430	60,430	-	60,430	OK
74 Public Works	• •	City hall, public works building, license center	State, City	1	3.8	3.8	3.8	57,000	57,000	57,000	-	57,000	OK
80 2010 Item	Elections		Fed, State		3.8	3.8	3.8	_	50,000	49,040	-	49,040	OK
70 Administration	n Admin - Citizen support services	Responding to general citizen inquiries		3	3.8	3.6	3.7	64,380	64,380	64,380	-	64,380	OK
	Streets - Streetscape	Maintenance along Larpenteur, Co Rd B, Lincoln Dr., McCarrons Blvd		1	3.8	3.4	3.6	27,631	27,631	27,631	-	27,631	OK
	Pathway Maintenance Program	Major repairs, renovations, replacements of pathways, parking lots			3.8	3.2	3.5	160,000	160,000	160,000	-	160,000	OK
28 Public Works	-	Maintain street lights, electrical costs for lighting		2	3.8	2.6	3.2	200,000	200,000	200,000	-	200,000	OK
54 2010 Item	Diseased & Hazardous Tree Removal				3.8	2.4	3.1		100,000	50,000	-	50,000	OK
86 Parks & Rec	Parks Maint Outdoor Ice Rinks	Preparing, flooding, maintaining all neighborhood outdoor ice rinks			3.8	2.2	3.0	43,503	43,503	43,503	-	43,503	OK
148 City Council	Roseville Senior Program contribution	Supports Roseville Senior Program			3.8	2.0	2.9	6,000	6,000	6,000	-	6,000	OK
69 Public Works	Public Works - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	City	2	3.6	4.8	4.2	66,349	66,349	66,349	-	66,349	OK
149 Finance	Finance - Business licensing	Review, process, and manage all business licences	State, City	1	3.6	4.6	4.1	5,728	5,728	5,728	5,728	-	OK
8 Police	Admin - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	City	3	3.6	4.4	4.0	488,929	488,929	488,929	-	488,929	OK
62 Public Works	Admin - Project planning	Coordinate City's interest in State, County projects	State, City	2	3.6	4.4	4.0	77,887	77,887	77,887	-	77,887	OK
14 Parks & Rec	Park & Rec - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	City	3	3.6	4.2	3.9	326,982	326,982	326,982	-	326,982	OK
17 Administration		Retainer and non-retainer for municipal and prosecutorial services	State, City	3	3.6	4.2	3.9	272,500	272,500	285,000	150,000	135,000	OK
29 Fire	Prevention - Inspections & Code enforcement	Plan review & inspections; investigations; safety education & inspections	State, City	2	3.6	4.2	3.9	187,600	187,600	187,600	25,000	162,600	OK
138 Police	Admin - Background investigations	Perform all required background checks for State and Local statutes	State, City	3	3.6	4.2	3.9	10,317	10,317	10,317	-	10,317	OK
94 Public Works	Admin - Project surveying	Survey services during design and contstruction phases	·	2	3.6	4.0	3.8	36,803	36,803	36,803	-	36,803	OK
122 Police	Admin - Security alarm responses	Enforcement of false alarms, including fines. Residential security checks	State, City	2	3.6	4.0	3.8	20,000	20,000	20,000	20,000	-	OK
84 Police	Admin - School Liaison				3.6	3.8	3.7	45,000	45,000	45,000	45,000	-	OK
48 Public Works	Streets - Snow plowing	Plow 350 lane miles after 2" snowfall event		2	3.6	3.6	3.6	123,730	123,730	123,730	-	123,730	OK
119 Parks & Rec	Programs - Senior	Active and passive programs to improve quality of life for seniors		2	3.6	3.4	3.5	20,118	20,118	20,118	3,425	16,693	OK
145 Public Works	Admin - Grass Lake WMO	Staff participation with the Grass Lake WMO	City	1	3.6	3.0	3.3	7,764	7,764	7,764	-	7,764	OK
109 Parks & Rec	Programs - Arts	Active and passive programs to improve quality of life through the arts		1	3.6	1.8	2.7	28,289	28,289	28,289	9,380	18,909	OK
40 Police	Admin - Police Chief position				3.4	5.0	4.2	142,000	142,000	80,365	-	80,365	OK
43 Fire	Admin - Fire Chief position				3.4	5.0	4.2	140,000	140,000	78,365	-	78,365	OK
128 Parks & Rec	Admin - Payroll	Time spent monitoring and preparing payroll for parks and recreation dept	State, City	3	3.4	4.6	4.0	16,539	16,539	16,539	-	16,539	OK
129 Finance	Finance - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	City	2	3.4	4.4	3.9	15,111	15,111	15,111	-	15,111	OK
131 Administration	n Admin - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	City	2	3.4	4.2	3.8	14,025	14,025	14,025	-	14,025	OK
47 Fire	Fire - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	City	2	3.4	3.8	3.6	130,798	130,798	130,798	-	130,798	OK
76 Parks & Rec	Admin - Volunteers	Staff time and supplies to recruit, manage, encourage volunteers		2	3.4	3.8	3.6	53,550	53,550	53,550	-	53,550	OK
135 Police	Patrol - City of St. Paul Radio support				3.4	3.8	3.6	12,000	12,000	12,000	-	12,000	OK
116 Finance	Finance - Contract administration	JPA's, wireless lease agreements			3.4	3.6	3.5	23,074	23,074	23,074	23,074	-	OK
144 Fire	Firefighting - Building maintenance	Maintaining fire stations - beyond station duties work		2	3.4	3.6	3.5	7,866	7,866	7,866	-	7,866	OK
26 Parks & Rec	Programs - Adult	Active and passive programs to improve quality of life for adults		3	3.4	3.4	3.4	203,370	203,370	203,370	204,860	(1,490)	OK
51 Parks & Rec	Skating Center - Programs	Contractual and in-house programs offered at the Skating Center		3	3.4	3.4	3.4	109,898	109,898	109,898	69,360	40,538	OK
37 Parks & Rec	Parks Maint Community Rental	Provide residents and businesses access to Park facilities	State, City	3	3.4	3.2	3.3	156,268	156,268	156,268	-	156,268	OK
89 Miscellaneous	Boulevard Maintenance Program	pertaining to certain roadways not covered in Public Works category			3.4	3.2	3.3	40,000	40,000	40,000	-	40,000	OK
157 City Council	Human Rights Commission	Commission expenses (not admin support)	City	2	3.4	2.6	3.0	2,250	2,250	2,250	-	2,250	OK

2010 Budgeting for Outcomes Prioritization Process

Property-Tax Supported Programs

Council / Staff Combined Composite

 $C = City \quad 3 = High$ $S = State \quad 1 = Low$ or Fed

Council / Staff Con	mbined Composite		or Fed								2010	2010	
.				a	a	G: 66 G		2000	2010	2010	2010	2010	
Department /			36 1 1	Current			ombined	2009	2010	2010	Program	Net Program	Funding
<u>Division</u>	Program / Function	<u>Description</u>	Mandated	<u>LOS</u>	Composite Co	omposite Co	omposite	<u>Budget</u>	<u>Budget</u>	Adj. Budget	Revenues	Cost	Result
156 City Council	Ethics Commission	Commission expenses (not admin support)	City	1	3.4	2.6	3.0	2,250	2,250	500		500	OK
150 City Council	Admin - Tree Sales	Trees are sold at cost to encourage additional plantings	City	3	3.4	2.4	2.9	2,400	2,400	2,400	2,490	(90)	OK OK
143 Parks & Rec	Admin - Procurement		-	3		4.2	3.7	7,900	7,900	7,900	2,490	7,900	OK OK
72 Public Works		Managing and tracking purchasing, payments, financial statements, etc.	State, City	_	3.2						-		
	v 1	Oversee city projects		2	3.2	4.0	3.6	59,469	59,469	59,469	-	59,469	OK
73 Police	Patrol - RMS maintenance			2	3.2	4.0	3.6	59,000	59,000	51,800	-	51,800	OK
59 Public Works	Ç	Prepare studies, assessment rolls, contracts, specifications, plan review	G	2	3.2	4.0	3.6	82,029	82,029	42,029	16740	42,029	OK
127 Police	Admin - Fire arms permits	Process all gun permit applications per MN Statutes	State	2	3.2	3.8	3.5	16,748	16,748	16,748	16,748	-	OK
152 Parks & Rec	Admin - Parks Commission support	Time spent by P & R director working with the P & R commission	City	3	3.2	3.8	3.5	3,572	3,572	3,572	-	3,572	OK
22 Police	Patrol - Community Liaison	Providing information on law enforcement and police programs		3	3.2	3.6	3.4	239,425	239,425	239,425	-	239,425	OK
46 Parks & Rec	Admin - Customer Citizen Service	Customer service/support staff - process registrations and answer inquiries		3	3.2	3.4	3.3	133,369	133,369	133,369	69,315	64,054	OK
9 2010 Item	Replace Lost State aid				3.2	3.2	3.2	-	450,000	450,000	-	450,000	OK
45 Parks & Rec	Admin - Special Events	variety of special activities, encouraging social interaction and community		3	3.2	3.2	3.2	137,658	137,658	137,658	38,725	98,933	OK
	\$\$50K IT, \$25K Bldg Replacement	Capital replacement funds			3.2	3.2	3.2	75,000	75,000	75,000	-	75,000	OK
85 Public Works	Streets - Tree trimming	Maintain 9,500 boulevard trees (20% annually)			3.2	2.8	3.0	44,930	44,930	44,930	-	44,930	OK
126 Public Works	Admin - City Council support	Prepare council actions, data collection, research and communications	City	2	3.0	4.4	3.7	16,830	16,830	16,830	-	16,830	OK
7 2010 Item	Re-establish vehicle and equipment replacement				3.0	4.2	3.6	-	500,000	450,000	-	450,000	OK
67 Police	Patrol - Collaborate with others	Collaboration with public, State, County, and other agencies		3	3.0	4.0	3.5	72,493	72,493	72,493	-	72,493	OK
137 Parks & Rec	Admin - Solicit Fundraising	grants, sponsorships, etc.		2	3.0	4.0	3.5	11,317	11,317	11,317	55,930	(44,613)	OK
64 Police	Admin - Police records	Maintaining all police records in system		3	3.0	3.8	3.4	75,588	75,588	75,588	-	75,588	OK
139 Public Works	Admin - Advisory Commission support	Support PWETC; packet preparation, and familiarity with relevant issues	City	1	3.0	3.8	3.4	10,171	10,171	10,171	_	10,171	OK
94 Parks & Rec	Admin - Data Entry	Entry of facility and recreation information		3	3.0	3.6	3.3	35,209	35,209	35,209	_	35,209	OK
134 City Council	Recording Secretary	Minutes of council and many commission meetings		3	3.0	3.6	3.3	12,000	12,000	12,000	_	12,000	OK
10 Parks & Rec	Skating Center - Other				3.0	2.8	2.9	442,597	442,597	417,597	413,775	3,822	OK
77 Administration	n Admin - City Council & commission support	Administrative support, scheduling, assmbling packets, etc.	City	3	2.8	4.6	3.7	52,341	52,341	52,341	_	52,341	OK
118 Parks & Rec	Admin - Training	Training activities for the entire Parks and Recreation Department	State, City	2	2.8	4.0	3.4	21,848	21,848	21,848	_	21,848	OK
120 Public Works		Haul snow, compost, large trees, maintenance materials, etc.	, ,	2	2.8	4.0	3.4	20,083	20,083	20,083	_	20,083	OK
117 Finance	Finance - Software maintenance	Finance dept software, not citywide			2.8	3.6	3.2	22,000	22,000	22,000	_	22,000	OK
21 Police	Admin - Business licensing, compliance				2.8	3.4	3.1	242,400	242,400	242,400	242,400	,	OK
39 Police	Comm Svcs - general				2.8	3.4	3.1	143,362	143,362	143,362		143,362	OK
56 Fire	Firefighting - Station duties	Cleaning & general maintenance of stations and vehicles during shift time		2	2.8	3.4	3.1	99,616	99,616	99,616	_	99,616	OK
155 Police	Admin - Animal control	Creaming & general maintenance of stations and ventores during sint time		2	2.8	3.2	3.0	2,400	2,400	2,400	2,400	-	OK
55 Parks & Rec	Park & Rec - Park Master Plan				2.8	1.2	2.0	100,000	2,100	2,100	2,100	_	OK
90 Police	Admin - Pawn shop oversight				2.6	3.2	2.9	40,000	40,000	40,000	40,000	_	OK
132 2010 Item	Janitorial, legal, auditing contracts				2.6	3.0	2.8		13,000	13,000	40,000	13,000	OK
147 Parks & Rec	Programs - Wellness	Active and passive programs to improve quality of life and healthy living		1	2.6	2.0	2.3	7,291	7,291	13,000	990	(990)	OK OK
147 Faiks & Rec	Frograms - Weiniess	Active and passive programs to improve quanty of the and healthy fiving		1	2.0	2.0	2.3	7,291	7,291		990	(990)	OK
87 City Council	Council salaries		City		2.4	4.0	3.2	42,880	42,880	42,880	-	42,880	OK
60 2010 Item	Inflation - street maintenance materials		City		2.4	3.6	3.0	-42,000	80,000	80,000	-	80,000	OK
96 2010 Item	Inflation - Prof Svcs (street striping, trash pickup, etc.)				2.4	3.6	3.0	_	35,000	35,000	- -	35,000	OK
								_					
141 2010 Item	Police, Fire, and Finance software maintenance	The second second is and second secon		2	2.4	3.6	3.0	22.916	10,000	10,000	-	10,000	OK
115 Fire	Admin - Procurement	Time spent researching and purchasing supplies, materials, and services		2	2.2	3.6	2.9	23,816	23,816	23,816	-	23,816	OK
	n Admin - Other (9%)	A		1	2.2	3.4	2.8	73,739	73,739	53,739		53,739	OK
63 Finance	Central Services	Accounts for city hall paper, postage, etc.		1	2.2	3.2	2.7	76,520	76,520	76,520	_	76,520	OK
125 City Council	League of MN Cities membership	Supports their education, training, and lobbying efforts on behalf of cities			2.0	4.0	3.0	17,300	19,100	19,100	-	19,100	OK
136 Parks & Rec	Admin - Community Relations	Work with civic clubs and organizations to assure positive image		3	2.0	3.2	2.6	11,815	11,815		-	-	OK
99 Finance	Contingency				2.0	3.2	2.6	33,875	33,875		-	-	OK
159 City Council	RCLLG membership	Information exchange/eduction with other cities, schools, and county govt			2.0	2.0	2.0	1,600	1,000	1,000	-	1,000	OK
161 City Council	Twin Cities Chamber membership	north suburban chamber of commerce			2.0	2.0	2.0	250	250	_	-	-	OK
83 Parks & Rec	Park & Rec - Other (1%)				1.8	3.6	2.7	45,923	45,923	45,923	-	45,923	OK
33 Police	Police - Other (3%)				1.8	3.4	2.6	160,036	160,036	56,560	-	56,560	OK

2010 Budgeting for Outcomes Prioritization Process
Property-Tax Supported Programs
Council / Staff Combined Composite

Department /		
<u>Division</u>	Program / Function	<u>Description</u>
146 City Council	Other (4%)	
130 2010 Item	Inflation - telephone services	
88 2010 Item	Inflation - facility supplies and small repairs	
113 2010 Item	Inflation - training and staff development	
104 Public Works	Public Works - Other (1%)	
114 2010 Item	Inflation - vehicle supplies	
58 Parks & Rec	Admin - Marketing	Time and supplies to prepare promotional materials
107 Finance	Finance - Other (4%)	
160 City Council	Nat'l League of Cities conference	Training opportunities
121 2010 Item	Inflation - office & operating supplies	
140 2010 Item	Inflation - postage and printing	
151 City Council	Suburban Rate Authority membership	Advocates to utility rate setting authorities on behalf of member cities
2010 Item	Arboretum restroom maintenance	

C = City 3 = HighS = State 1 = Lowor Fed

or rea										
				√				2010	2010	
	Current	Council	Staff	Combined	2009	2010	2010	Program	Net Program	Funding
Mandated	LOS	Composite 9	Composite	Composite	<u>Budget</u>	<u>Budget</u>	Adj. Budget	Revenues	Cost	Result
		1.8	3.4	2.6	7,330	7,330	6,380		6,380	OK
		1.8	3.4	2.6	-	15,000	-	-	-	OK
		1.8	3.2	2.5	-	40,000	40,000	-	40,000	OK
		1.8	3.0	2.4	-	25,000	-	-	-	OK
		1.6	4.0	2.8	32,258	32,258	12,258	-	12,258	OK
		1.6	3.8	2.7	-	25,000	25,000	-	25,000	OK
	2	1.6	3.6	2.6	87,458	87,458	87,458	55,000	32,458	OK
		1.6	3.6	2.6	29,766	29,766	29,766	10,000	19,766	OK
		1.6	3.6	2.6	1,000	1,000	-	-	_	OK
		1.6	3.2	2.4	-	20,000	-	-	-	OK
		1.6	2.4	2.0	-	10,000	-	-	_	OK
		1.4	3.2	2.3	3,700	3,700	3,700	-	3,700	OK
		-	-	-	-	-	4,500	-	4,500	OK
				•	\$17,973,195	\$19,677,395	\$18,886,110	\$ 3,605,472	\$15,280,638	
		200	9 Availabl	e Revenues	\$17,973,195	\$17,973,195	\$17,973,195			
			2010	Add'l Levy	-	1,161,140	1,161,140			
		2010 declin	e in non-ta	ax revenues	-	(250,000)	(250,000)			
		2010 Add	l'l Park &	Rec monies	-	4,130	4,130			
			Tota	al Revenues	\$17,973,195	\$18,888,465	\$18,888,465			

Amount over (under) Budget

\$ 788,930 \$ (2,355)

City of Roseville Budget Expenditure Summary

	2006 <u>Actual</u>	2007 <u>Actual</u>	2008 <u>Actual</u>	2009 <u>Budget</u>	2010 Budget	\$\$ Increase (Decrease)	% Increase (Decrease)
City Council	175,814	164,350	170,028	180,560	179,560	(1,000)	-0.55%
Human Rights Commission	861	1,453	3,242	2,250	2,250	-	0.00%
Ethics Commission	-	316	15	2,250	500	(1,750)	0.00%
		-	•	_		-	0.00%
City Council & Commissions	176,675	166,119	173,285	185,060	182,310	(2,750)	-1.49%
Administration	363,404	406,303	456,534	484,240	464,240	(20,000)	-4.13%
Elections	41,696	21,486	76,556	32,575	81,615	49,040	150.54%
Legal	264,616	267,515	284,262	272,500	285,000	12,500	4.59%
Roseville Area Senior Program	-	-	-	-	-	-	0.00%
Finance Department	452,784	485,906	540,635	552,030	563,030	11,000	1.99%
Central Services	67,030	61,391	77,066	76,520	76,520	-	0.00%
General Insurance	60,000	62,000	80,000	80,000	80,000	-	0.00%
Contingency	119,073	32,129	46,939	33,875	-	(33,875)	-100.00%
Administration & Finance	1,368,603	1,336,729	1,561,991	1,531,740	1,550,405	18,665	1.22%
Subtotal General Government	1,545,278	1,502,848	1,735,275	1,716,800	1,732,715	15,915	0.93%
Police Administration	466,045	357,569	380,681	538,900	453,300	(85,600)	-15.88%
Police Patrol Operations	3,675,910	3,788,283	4,183,283	4,322,795	4,454,020	131,225	3.04%
Police Investigations	750,554	739,070	796,783	922,410	908,410	(14,000)	-1.52%
Community Services	120,638	71,796	111,859	95,055	61,095	(33,960)	-35.73%
Emergency Management	19,788	22,657	28,446	19,785	19,785	-	0.00%
Lake Patrol	1,659	1,659	1,659	1,900	1,900	-	0.00%
Youth Service Bureau	-		•				0.00%
Police Operations	5,034,595	4,981,033	5,502,710	5,900,845	5,898,510	(2,335)	-0.04%
Fire Administration	325,545	335,792	342,893	354,830	293,390	(61,440)	-17.32%
Fire Prevention	161,549	167,438	175,106	187,600	189,635	2,035	1.08%
Fire Fighting	940,302	1,323,344	1,144,165	1,060,550	1,099,625	39,075	3.68%
Fire Training	99,216	57,623	43,616	40,150	40,150		0.00%
Fire Operations	1,526,612	1,884,197	1,705,780	1,643,130	1,622,800	(20,330)	-1.24%
Fire Relief Association	348,670	250,900	301,000	207,000	433,000	226,000	109.18%
Fire Relief Contribution	348,670	250,900	301,000	207,000	433,000	226,000	109.18%
Subtotal Public Safety	6,909,877	7,116,131	7,509,491	7,750,975	7,954,310	203,335	2.62%

City of Roseville Budget Expenditure Summary

* TOTAL GENERAL FUND	10,644,952	10,963,451	11,746,017	11,853,150	12,306,610	453,460	3.83%
Public Works	2,189,797	2,344,472	2,501,252	2,385,375	2,619,585	234,210	9.82%
Central Garage	147,791	146,862	130,260	157,425	157,425		0.00%
Building Maintenance	312,337	358,040	352,584	374,400	383,400	9,000	2.40%
Street Lighting	159,912	187,144	172,584	200,000	200,000	-	0.00%
Street Department	918,980	1,002,476	1,158,695	915,300	1,190,160	274,860	30.03%
Public Works Administration	650,777	649,950	687,128	738,250	688,600	(49,650)	-6.73%
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	(Decrease)	(Decrease)
	2006	2007	2008	2009	2010	Increase	Increase
						\$\$	%

City of Roseville Budget Expenditure Summary

		2006 <u>Actual</u>	2007 <u>Actual</u>	2008 <u>Actual</u>	2009 <u>Budget</u>	2010 <u>Budget</u>	\$\$ Increase (Decrease)	% Increase (Decrease)
	Parks & Recreation Administration	628,304	667,872	711,379	869,100	749,995	(119,105)	-13.70%
	Recreation Fee Activities	522,281	575,436	608,367	574,040	574,040	-	0.00%
	Recreation Non-fee Activities	101,187	73,806	71,042	63,645	63,645	-	0.00%
	Recreation Nature Center	87,735	107,865	113,044	120,960	122,890	1,930	1.60%
	Recreation Activity Center	86,631	87,516	97,612	110,000	110,000	-	0.00%
	Skating Center	1,032,629	1,023,682	1,007,180	1,080,360	1,074,125	(6,235)	-0.58%
*	Parks & Recreation Fund	2,458,767	2,536,177	2,608,625	2,818,105	2,694,695	(123,410)	-4.38%
	Economic Development	146,249	137,482	157,032	216,730	214,825	(1,905)	-0.88%
	Planning	232,098	265,539	361,899	312,150	266,445	(45,705)	-14.64%
	GIS	71,593	69,940	75,927	79,825	79,775	(50)	-0.06%
	Code Enforcement	544,914	600,367	628,203	708,350	699,250	(9,100)	-1.28%
	Transfer Out		_	-	-	-	-	0.00%
	Community Development Fund	994,854	1,073,328	1,223,061	1,317,055	1,260,295	(56,760)	-4.31%
	Information Technology	674,578	760,286	763,533	961.680	1,000,700	39,020	4.06%
	Communications	305,656	297,205	288,887	323,500	327,650	4,150	1.28%
	License Center	1,088,175	1,111,938	1,039,799	1,245,375	1,085,375	(160,000)	-12.85%
	Charitable Gambling	62,680	63,026	68,291	73,300	73,300	-	0.00%
	Charitable Gambling Donations	89,000	110,000	76,000	80,000	80,000	-	0.00%
*	Parks Maintenance	789,381	831,731	977,610	931,940	994,805	62,865	6.75%
	Housing			-	-	-	-	0.00%
	Special Purpose Operating Funds	3,009,470	3,174,186	3,214,120	3,615,795	3,561,830	(53,965)	-1.49%
*	Vehicle Replacement	502,543	494,666	615,294	888,095	-	(888,095)	-100.00%
*	Equipment Replacement	429,948	133,436	157,177	260,000	50,000	(210,000)	-80.77%
*	Building Replacement	93,908	600,981	2,386,369	-	25,000	25,000	0.00%
*	Park Improvements	220,286	47,793	219,823	215,000	185,000	(30,000)	-13.95%
*	Pathway Maintenance	145,162	113,625	115,097	140,000	140,000	-	0.00%
	Pathway Construction	528,836	4,822	-	-	-	-	0.00%
*	Boulevard Landscaping	9,097	23,707	23,747	60,000	60,000		0.00%
	Capital Replacement Funds	1,929,781	1,419,030	3,517,507	1,563,095	460,000	(1,103,095)	-70.57%

City of Roseville Budget Expenditure Summary

	MGAG	2006 <u>Actual</u>	2007 <u>Actual</u>	2008 <u>Actual</u>	2009 <u>Budget</u>	2010 <u>Budget</u>	\$\$ Increase (Decrease)	% Increase (Decrease)
	MSA Construction Special Assessment Construction Infrastructure Replacement	3,429,297	506,006	1,456,208	800,000 1,000,000	- 800,000 1,000,000	-	0.00% 0.00% 0.00%
	Capital Improvement Funds	3,429,297	506,006	1,456,208	1,800,000	1,800,000		0.00%
	Subtotal Capital Replacements	5,359,078	1,925,036	4,973,715	3,363,095	2,260,000	(1,103,095)	-32.80%
	G.O. Improvement Bonds G.O. Facility Bonds Equipment Certificates	822,312 866,559	468,950 862,378	468,950 867,115	460,000 875,000 355,000	310,000 825,000 355,000	(150,000) (50,000)	-32.61% -5.71% 0.00%
	Add'l for internal loan	<u>-</u>	_	-	555,000	490,000	490,000	0.00%
*	Debt Service Funds	1,688,871	1,331,328	1,336,065	1,690,000	1,980,000	290,000	17.16%
	Tax Increment Pay-as-you-go	826,138	540,666	687,078	900,000	900,000	-	0.00%
	Sanitary Sewer Utility	3,473,372	3,035,276	3,508,997	4,085,000	4,417,300	332,300	8.13%
	Water Utility	4,889,525	4,739,327	4,910,358	5,624,950	5,993,150	368,200	6.55%
	Stormwater Utility Solid Waste Recycling	1,050,217	826,298	726,136	1,457,575	1,510,875	53,300	3.66%
	Golf Course	366,769	443,984	467,847	357,550	449,000	91,450	25.58%
	Gon Course	349,214	366,004	365,840 -	404,200	383,300	(20,900)	-5.17% 0.00%
	Enterprise Funds	10,129,097	9,410,888	9,979,179	11,929,275	12,753,625	824,350	6.91%
	Parks Infrastructure Trust Fund		_	_	_	_		0.00%
	Tax Reduction Fund	62,815	1,900,963	-	_	_	-	0.00%
	Roseville Lutheran Cemetary	3,000	4,348	4,500	4,500	4,500	-	0.00%
	Permanent Trust Funds	65,815	1,905,311	4,500	4,500	4,500	-	0.00%
	Combined Budget - All Funds	35,177,042	32,860,369	35,772,361	37,490,975	37,721,555	230,580	0.62%
*	Combined Budget - Tax Supported Funds	17,511,752	17,081,716	20,185,824	18,856,290	18,436,110	(210,180)	-1.11%
**	Combined Budget - Tax Supported Funds for non-capital (sinking) funds > excludes vehicle replacement funds	14,796,481	14,521,306	15,690,919	16,018,195	16,381,110	362,915	2.27%

Administration - City Council

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular Employer Pension	410000 414000	37,380.00 3,942.24	37,380.00 3,507.00	36,210.00 3,154.25	37,380.00 5,500.00	37,380.00 5,500.00		
Personnel Service	s	41,322.24	40,887.00	39,364.25	42,880.00	42,880.00	0.0%	
Operating Supplies	424000	241.13	21.93	367.20	-	-		
Supplies and Material	S	241.13	21.93	367.20	-	•	#DIV/0!	
Professional Services	430000	55,598.93	44,564.70	49,034.44	51,695.00	52,255.00		See Schedule C
Transportation	432000	68.09	-	-	200.00	200.00		
Advertising	433000	1,418.04	1,383.08	1,784.43	1,705.00	1,705.00		
Printing	434000	58.58	-	53.25	500.00	500.00		
Contract Maintenance	439000	-	-	-	.	_		
Conferences	440000	190.00	400.00	-	2,000.00	-		
Training Marsharehine & Subscriptions	441000	21 480 00	2 005 00	-	-	-		
Memberships & Subscriptions Community Grants	442000 430005	21,480.00	3,995.00	22,915.00	22,360.00	23,800.00		
Computer/software Replacement	430003	52,384.00	53,776.00	54,970.00 -	57,000.00 600.00	56,000.00 600.00		
Miscellaneous	448000	1,592.89	18,573.12	- 164.67	120.00	120.00		
Employee Recognition	448050	58.52	501.58	61.99	120.00	120.00		
Worksession Expenses	448051	589.42	247,40	450.86	500.00	500.00		
Fire & Volunteer Banquet	448052	-	-	-	-	-		
Recognition Program	448054	812.45	-	861.48	1,000.00	1,000.00		
Other Services & Charge	S	134,250.92	123,440.88	130,296.12	137,680.00	136,680.00	-0.7%	
Furniture & Fixtures	451000	_	-	-	-	-		
Capital Outla	y	-	_	-		-	#DIV/0!	
Tota	ıl .	175,814.29	164,349.81	170,027.57	180,560.00	179,560.00	-0.6%	

Administration - Human Rights Commission

Budget Item Acct	2006 # Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
	<u> </u>	-	- 	<u>-</u>	- -		
Personal Services	-	-	-	-	-	#DIV/0!	
	- *	-	- -	- -	<u>-</u>		
Supplies and Materials	-	-	-	-	-	#DIV/0!	
Professional Services 43000 Miscellaneous 44800		1,452.73	2,241.12 1,001.16	2,250.00	2,250.00		
Other Services & Charges	860.78	1,452.73	3,242.28	2,250.00	2,250.00	0.0%	
Capital Outlay	<u> </u>	-	<u>-</u>			#DIV/0!	
Total	860.78	1,452.73	3,242.28	2,250.00	2,250.00	0.0%	

Administration - Ethics Commission

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
		- -	-	- -	- -			
Personal Servi	ces	-	-	-	-	-	#DIV/0!	
		-	-	_	<u>. </u>	- -		
Supplies and Materi	als	-	•	-	-	-	#D1V/0!	
Professional Services Miscellaneous	430000 448000	<u>-</u>	316.31	14.75	2,250.00	500.00		Annual Ethics training
Other Services & Char	ges	-	316.31	14.75	2,250.00	500.00	-77.8%	
Capital Out	lay	<u>-</u>	<u>-</u> -	<u> </u>	<u>-</u> -	-	#DIV/0!	
Τ¢	otal :	<u>-</u>	316.31	14.75	2,250.00	500.00	-77.8%	

Administration - Admin Department

			201	O Dauget H	OTRSHECE			
					2009		% Incr.	
		2006	2007	2008	Adopted	2010	(Decr.)	
Budget Item	Acct#	Actual	Actual	Actual	Budget	Adopted	From 2009	Comments
Salaries - Regular	410000	205 252 78	260 615 10	202 (07.24	224 000 00			
Vacation Pay	410000 410001	205,353.68	260,615.19	283,607.34	325,000.00	327,000.00		
Sick Leave Pay		32,824.96	20,382.00	30,527.10	-	-		
· · · · · · · · · · · · · · · · · · ·	410002	6,798.01	2,597.32	1,777.68	-	-		
Holiday Pay	410003	10,213.79	11,398.19	13,190.92	-	-		
Comp Time Pay Overtime	410004	1,305.86	2,142.64	2,500.56	-	-		
	411000	-	-	-	-	-		
Temp Employees	412000	21.022.52	40 (05 00	44.020.01	46.000.00	-		
Employer Pension	414000	31,033.53	40,685.02	44,039.21	46,800.00	48,000.00		
Employer Insurance	415000	18,549.50	29,257.90	31,463.98	48,000.00	48,000.00		
Personal Service	s	306,079.33	367,078.26	407,106.79	419,800.00	423,000.00	0.8%	
Office Supplies	420000	2 120 95	1 745 02	1.000.70	2 100 00	4 #00 00		
Operating Supplies	424000	2,129.85 280.00	1,745.83	1,238.69	2,100.00	1,500.00		See Schedule B
Operating Supplies	424000		83.07	143.73	•	-		
		-		-	-			
Supplies and Material	S	2,409.85	1,828.90	1,382.42	2,100.00	1,500.00	-28.6%	
Professional Services	430000	9,300.03	2,194.26	757.14	5,700.00	700.00		See Schedulc C
Medical Services	430009	3,223.00	1,163.00	2,293.58	2,500.00	2,500.00		See Schedule C
Wellness Plan	.50005	10,500.00	7,564.00	14,115.19	14,740.00	9,590.00		
Telephone	431000	2,818.51	2,385.43	2,123.30	2,600.00	2,600.00		
Transportation	432000	3,904.59	1,647.15	1,721.38	3,100.00	1,400.00		
Advertising	433000	7,903.55	2,670.32	50.65	2,000.00	1,700.00		
Contract Maintenance	439000	-	,o,o.52	-	2,000.00	_		
Conferences	440000	_	3,604.04	3,833.96	6,000.00	6,000.00		
Training	441000	2,907.30	3,629.83	6,565.26	8,000.00	2,250.00		
Tuition Reimbursement	441100	6,451.66	3,600.00	5,995.40	3,950.00	3,950.00		
Career Development Training	441300	-	150.00	1,842,20	4,500.00	1,500.00		
Memberships & Subscriptions	442000	1,815.34	2,381.40	2,646.42	3,250.00	3,250.00		
Computer/software Replacement	443600	-	-	-,5.5	-	-		Amortized internal charge
Mîscellaneous	448000	76.32	525.54	_	-	_		i morago informa orange
Employee Recognition	448000	6,014.55	5,880.76	6,100.05	6,000.00	6,000.00		
Other Services & Charge		54,914.85	37,395.73	48,044.53	62,340.00	39,740.00	-36.3%	
Furniture & Fixtures	451000			-	<u>-</u>			
Capital Outla	у	-	-	-	-	-	#DIV/0!	
Tota	d	363,404.03	406,302.89	456,533.74	484,240.00	464,240.00	-4.1%	

Administration - Elections

Budget Item Acc	2006 # Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular 4100	00 -	13,755.97	16,291.78	17,750.00	17,750.00		
Vacation Pay 4100		1,019.95	1,043.96	17,730.00	17,750.00		
Sick Leave Pay 4100		-	-	_	_		
Holiday Pay 4100		522.84	717.74	_	_		
Comp Time Pay 4100		-	-	_	_		
Overtime 4110	- 00	-	_	-	_		
Temp Employees 4120	00 1,540.92	2,017.37	6,173.90	1,500.00	6,500.00		
Employer Pension 4140	209.52	_	3,153.73	2,575.00	2,600.00		
Employer Insurance 4150	00	-	-	3,600.00	3,575.00		
Personal Services	1,750.44	17,316.13	27,381.11	25,425.00	30,425.00	19.7%	
Office Supplies 4200 Operating Supplies 4240		1,503.44	888.79 589.84	1,400.00 800.00	1,400.00 800.00		See Schedule B
	-	-	-	-	-		
Supplies and Materials	1,796.19	1,503.44	1,478.63	2,200.00	2,200.00	0.0%	
Professional Services 4300		-	44,198.96	-	44,240.00		election judges, \$.50 raise to \$8.00 & \$9.00
Telephone 4310		856.73	719.63	1,200.00	1,000.00		- 0
Postage 4311		-	-	-	-		
Transportation 4320		62.57	227,57	250.00	250.00		
Advertising 4330		60.00	-	400.00	400.00		
Printing 4340		·	-	500.00	500.00		
Rental 4380			800.00	800.00	800.00		
Contract Maintenance 4390	,	1,687.50	1,750.00	1,800.00	1,800.00		
Miscellaneous 4480			<u>-</u>	-			
Other Services & Charges	38,149.85	2,666.80	47,696.16	4,950.00	48,990.00	889.7%	
Computer Equipment 4530)9	*	-				
Capital Outlay	-	<u>-</u>	-	-	-	#DIV/0!	
Total	41,696.48	21,486.37	76,555.90	32,575.00	81,615.00	150.5%	

Administration - Legal

Budget Item	Acct#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
	_	<u>-</u> 	-	- -	<u>.</u>	- -		
Personal Services		-	-	-	-	-	#DIV/0!	
			-	-	-	-		
Supplies and Materia	als	-	-	-	-	-	#DIV/0!	
Professional Services Miscellaneous	430000 448000	264,616.14	267,514.79	284,261,64	272,500.00	285,000.00		
Other Services & Charg	es	264,616.14	267,514.79	284,261.64	272,500.00	285,000.00	4.6%	
		-	<u>-</u>		<u>-</u>	-		
Capital Outl	ay	-	-	-	-	-	#DIV/0!	
Tot	tal :	264,616.14	267,514.79	284,261,64	272,500.00	285,000.00	4.6%	

Finance - Finance /Accounting

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	277,093.55	303,968.23	343,597.95	385,000.00	397,000.00		
Vacation Pay	410001	27,110.33	26,032.87	32,308.01	-	577,000.00		
Sick Leave Pay	410002	11,426.54	2,537.87	4,433.77	-	_		
Holiday Pay	410003	14,641.67	14,065.67	15,993.92	_	_		
Comp Time Pay	410004	211.38	45.95	125.68	_	_		
Overtime	411000	-	-	154.29	_	_		
Employer Pension	414000	45,328.13	47,243.35	52,878.98	56,000.00	58,300.00		
Employer Insurance	415000	44,143.46	59,036.84	54,740.63	73,000.00	67,000.00		
Personal Service	es	419,955.06	452,930.78	504,233.23	514,000.00	522,300.00	1.6%	
Office Supplies Operating Supplies	420000 424000	1,858.00 178.00	2,403.36 681.28	937.40 3,722.54	1,800.00 900.00	1,800.00 900.00		See Schedule B
Supplies and Material	ls	2,036.00	3,084.64	4,659.94	2,700.00	2,700.00	0.0%	
Professional Services Employee Recruit & Relocation	430000 430555	715.00	3,115.00	2,624.86	22,000.00	3,000.00		See Schedule C
Telephone	431000	2,591.70	3,064.02	2,740.86	2,700.00	3,000.00		
Transportation	432000	3,655.06	3,126.77	3,539.31	3,650.00	3,650.00		
Advertising	433000	-	-	-	, -	-		
Contract Maintenance	439000	18,607.88	16,619.72	16,291.52	_	23,000.00		
Conferences	440000	3,184.69	1,005.63	3,527.34	4,600.00	3,480.00		
Fraining	441000	1,465.43	-	1,599.24	1,200.00	1,200.00		
Memberships & Subscriptions	442000	534.00	539.00	545.00	880.00	700.00		
Minor Equipment	443500	38.99	-	873.36	300.00	-		
Computer/software Replacement	443600	-	2,420.00					Amortized internal charge
Other Services & Charge	es	30,792.75	29,890.14	31,741.49	35,330.00	38,030.00	7,6%	
Furniture & Fixtures	451000	-		-	-	_		
Capital Outla	у	-	-	-	-	*	#DIV/0!	
Tota	al	452,783.81	485,905.56	540,634.66	552,030.00	563,030.00	2.0%	

Finance - Central Services

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	-		-	-	_		
Vacation Pay	410001	-	-	-	-	_		
Sick Leave Pay	410002	-	-	-	-	-		
Holiday Pay	410003	-	-	-	-	-		
Employer Pension	414000	-	-	-	-	-		
Employer Insurance	415000	-	-	-		<u>-</u>		
Personal Service	es	-	÷	-	-	-	#DIV/0!	
Office Supplies Operating Supplies	420000 424000	11,600.06 14,303.30	9,955.21 10,968.16	15,754.52 18,519.65	12,000.00 15,000.00	12,000.00 15,000.00		See Schedule B
Supplies and Materials		25,903.36	20,923.37	34,274.17	27,000.00	27,000.00	0.0%	
Professional Services	430000	2,959.97	2,436.91	2,663.95	3,000.00	3,000.00		See Schedule C
Telephone	431000	150.20	52.24	4,507.44	1,000.00	5,000.00		
Postage	431100	32,143.12	29,964.03	32,712.82	35,000.00	35,000.00		
Printing	434000	5,872.98	3,667.66	2,907.29	5,000.00	5,000.00		
Rental	438000	-	-	-	-	· -		
Contract Maintenance	439000	-	2,958.50	-	5,000.00	1,000.00		
Memberships & Subscriptions	442000	-	-	-	-			
Miscellaneous	448000	-	1,388.08	-	520.00	520.00		
Employee Recognition	448050		-	_	<u>-</u>			
Other Services & Charge	es	41,126.27	40,467.42	42,791.50	49,520.00	49,520.00	0.0%	
Furniture & Fixtures	451000	<u>-</u>	-	-	-	_		
Capital Outla	-	-	-	-	-	-	#DIV/0!	
Tot	al	67,029.63	61,390.79	77,065.67	76,520.00	76,520.00	0.0%	

City of Roseville **Police Administration**

2010 Budget Worksheet

Budget Item	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	226,665.32	186,394.60	198,452.18	322,000.00	260,365.00		
Vacation Pay	34,118,13	21,194.84	19.216.64	,	-		
Sick Leave Pay	20,565.72	5,208.26	4,686.52	_	_		
Holiday Pay	13,438.65	9,377.04	11,276.76	_	_		
Comp Time Pay	3,619.28	10.67	552.23	_	_		
Overtime Pay	2,584.99	-	-	-	-		
Employer Pension	32,312.47	28,445.05	31,658.37	47,000.00	47,000.00		
Employer Insurance	24,348.48	19,410.79	21,366.55	55,000.00	55,000.00		
Personal Services	357,653.04	270,041.25	287,209.25	424,000.00	362,365.00	-14.5%	
Office Supplies	12,889.63	12,164.79	9,457.70	11,030.00	11,030.00		See Schedule B
Clothing	1,329.89	1,789.54	490.10	760.00	760.00		occocnedure D
Operating Supplies	5,231.98	5,699.46	10,444.01	7,890.00	7,890.00		
Supplies and Materials	19,451.50	19,653.79	20,391.81	19,680.00	19,680.00	0.0%	
Professional Services Accreditation Program	70,478.05	70,954.40	62,908.52	71,960.00	56,590.00		
Telephone	6,608.15	7,508.43	2,181.99	10,350.00	7 750 00		
Transportation	3,299.92	3,299.92	3,299.92	3,750.00	3,350.00 3,750.00		
Rental	1,232.60	3,277.72	3,299.92	2,200.00	2,200.00		
Contract Maintenance	2,722.82	1,254.61	1,223.23	650.00	650.00		
Conferences	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,876.88	1,234.59	2,950.00	1,355.00		
Γraining	_	40.00	418.21	930.00	930.00		
Memberships & Subscriptions	1,615.97	939.32	1,508.48	825.00	825.00		
Computer/software Replacement	, · · · · · · · · · · · · · · · · · · ·	=	-	-	-		
Miscellaneous	-	-	_	-	_		
Employee Recognition	584.67	<u>.</u>	231,17	1,605.00	1,605.00		
Other Services & Charges	86,542.18	85,873.56	73,006.11	95,220.00	71,255.00	-25.2%	
Furniture & Fixtures	-	-	-	•	-		
Other Improvements	2,398.36	-	73.65	-	-		
Computer Equipment	-	-	-				
Capital Outlay	2,398.36	-	73.65	in the second	-	#DIV/0!	

Police Patrol

Budget Item	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	2,026,625.48	2,158,725.01	2,349,437.38	2,850,070.00	2,764,905.00		
Vacation Pay	138,978.74	155,090.30	128,441.95	-	-		
Sick Leave Pay	107,998.27	76,403.72	121,342.97	_	_		
Holiday Pay	100,955.21	107,650.91	115,946.53	_	_		
Comp Time Pay	76,580.29	73,902.90	79,030.63	_	_		
Overtime Pay	132,211.67	112,113.72	112,740.68	116,000.00	116,000.00		
Temp Employees	· <u>-</u>	· -	, <u>-</u>	•	-		
Employer Pension	299,509.16	346,459.95	421,216.07	450,000.00	451,000.00		
Employer Insurance	293,909.05	337,173.06	395,081.90	442,000.00	457,000.00		
Personal Services	3,176,767.87	3,367,519.57	3,723,238.11	3,858,070.00	3,788,905.00	-1.8%	
Motor Fuel	89,478.49	94,271.93	118,593.02	83,125.00	94,670.00		See Schedule B
Clothing	44,116.47	38,341.22	9,301.44	43,570.00	43,570.00		See Senedare B
Vehicle Supplies	22,546.35	28,999.13	40,283.83	31,050.00	31,050.00		
Operating Supplies	14,954.06	16,816.00	13,885.84	20,700.00	18,300.00		
K-9 Supplies	· •	· -	, =	-	· -		
Supplies and Materials	171,095.37	178,428.28	182,064.13	178,445.00	187,590.00	5.1%	
Professional Services	3,546.25	2,594.64	2,657.64	13,285.00	13,285.00		
Dispatching Services	212,400.58	158,790.96	158,066.21	158,820.00	188,820.00		
Police Explorer Program		-	347.82	1,285.00	1,285.00		
Telephone	8,925.78	11,439.20	10,251.70	8,900.00	8,900.00		
Paging Service	,	-	•	-	· <u>-</u>		
Transportation	-	-	-	-	_		
Printing	-	-	-	-	_		
Contract Maint - vehicles	15,123.18	(774.35)	3,552.91	26,120.00	26,120.00		
Contract Maintenance	7,538.28	5,634.26	9,551.33	17,415.00	17,415.00		
Conferences	26.02	275.00	25.00	1,930.00	1,930.00		
Training	48,651.91	60,589.04	45,577.08	54,650.00	45,895.00		
Memberships & Subscriptions	260.00	270.00	280.00	2,160.00	2,160.00		
Minor Equipment	-	-	-	1,715.00	1,715.00		
Vehicle Repl. (Depreciation)	-	-	-	-	170,000.00		New in 2010, in lieu of
Miscellaneous		=	59.94				separate levy
Other Services & Charges	296,472.00	238,818.75	230,369.63	286,280.00	477,525.00	66.8%	

Police Patrol

Budget Item	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Furniture & Fixtures Vehicles / Equipment ** Other Improvements	- 31,575.02	- - 3,516.12	- - 47,671.03	- -	- - -		
Capital Outlay	31,575.02	3,516.12	47,671.03	-	-	#DIV/0!	
Total	3,675,910.26	3,788,282.72	4,183,342.90	4,322,795.00	4,454,020.00	3.0%	

Police Investigations

Budget Item	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	454,704.13	458,893.72	508,687.46	605,000.00	614,000.00		
√acation Pay	42,512.88	44,597.74	43,333.45	- -	-		
Sick Leave Pay	34,752.79	10,293.37	19,369.98	-	-		
doliday Pay	23,221.16	21,343.11	22,978.11	-	_		
Comp Time Pay	8,005.46	8,065.51	8,920.29	-	-		
Overtime Pay	5,504.32	5,085.03	15,584.05	8,760.00	8,760.00		
Employer Pension	66,974.25	72,959.10	86,845.12	91,500.00	92,000.00		
Employer Insurance	47,651.32	48,490.74	52,852.29	124,000.00	130,000.00		
Personal Services	683,326.31	669,728.32	758,570.75	829,260.00	844,760.00	1.9%	
Motor Fuel	3.757.06	6,829.64	9,358.37	14,470.00	10,685.00		See Schedule B
Clothing	4,722,80	5,223.21	1,518.64	7,215.00	7,215.00		Donesia D
/ehicle Supplies	1,811.11	2,394.92	2,608.95	4,605.00	4,605.00		
Operating Supplies	18,392.91	21,546.91	19,888.93	22,315.00	22,315.00		
	•	-	, ,	, -	÷		
Supplies and Materials	28,683.88	35,994.68	33,374.89	48,605.00	44,820.00	-7.8%	
Professional Services	15,028,72	28,790.00	(35.00)	11,140.00	5,425.00		
Celephone	3,350.31	2,722.79	2.587.51	6.760.00	6,760.00		
Contract Maint - vehicles	616.35	359.56	-	665.00	665.00		
Rental	28.49	=	_	220.00	220.00		
Contract Maintenance	_	-	_	500.00	500.00		
Conferences	778.45	961.19	662.50	3,080.00	3,080.00		
raining	1,309.93	-	1,332.06	1,445.00	1,445.00		
Memberships & Subscriptions	210.00	448.00	290.00	295.00	295.00		
Minor Equipment	-	65.00	-	440.00	440.00		
Other Services & Charges	21,322.25	33,346.54	4,837.07	24,545.00	18,830.00	-23.3%	
Furniture & Fixtures	-	_	-	20,000.00	-		See Schedule D
Vehicles / Equipment	-	-	-	-	_		
Other Improvements	17,222.05		-	-	_		
Capital Outlay	17,222.05	-	7-	20,000.00	_	-100.0%	

Police Community Services

Budget Item	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	41,924.36	12,531.57	7,475.59	_	_		
Vacation Pay	3,934.14	2,854.53	-	-	_		
Sick Leave Pay	1,636.57	_,000	-	-	_		
Holiday Pay	1,801.20	585.84	-	_	_		
Comp Time Pay	-	183.08	_	_	_		
Overtime Pay	-	-	_	-	-		
Temp Employees	36,069.80	31,890.15	65,183.99	67,395.00	32,005.00		
Employer Pension	11,634.96	6,757.84	10,433.78	-	-		
Employer Insurance	769.00	109.20	549.00	_	_		
Personal Services	97,770.03	54,912.21	83,642.36	67,395.00	32,005.00	-52.5%	
Motor Fuel	131.03	7,760.53	14,704.46	10,280.00	11,710.00		See Schedule B
Clothing	1,395.32	1,642.59	2,687.86	3,390.00	3,390.00		See Schedule B
Vehicle Supplies	1,379.21	1,253.98	1,440.34	1,390.00	1,390.00		
Operating Supplies	35.11	491.94	1,289.33	750.00	750.00		
	-	·-	-	•	-		
Supplies and Materials	2,940.67	11,149.04	20,121.99	15,810.00	17,240.00	9.0%	
Professional Services	9,475.00	5,685.00	7,310.00	8,360.00	8,360.00		See Schedule C
Telephone	-	-	· -	1,070.00	1,070.00		
Contract Maint - vehicles	-	-	471.75	1,930.00	1,930.00		
Contract Maintenance	-	-	_	135.00	135.00		
Training	340.75	-	120.00	325.00	325,00		
Memberships & Subscriptions	-	50.00	192.90	30.00	30.00		
					_		
Other Services & Charges	9,815.75	5,735.00	8,094.65	11,850.00	11,850.00	0.0%	
Furniture & Fixtures	.	_	<u>-</u>	-	_		
Other Improvements	10,111.97	_	-	-	_		
Capital Outlay	10,111.97	-	_	-	_	#DIV/0!	
Total	120,638.42	71,796.25	111,859.00	95,055.00	61,095.00	-35.7%	

Police Emergency Management

Budget Item	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
	-	-	-	-	-		
Personal Services	-	<u>-</u>	<u> </u>		-	#DIV/0!	
Clothing Vehicle Supplies	1,122.39 714.91	592.01	1,004.99	1,210.00	1,210.00		See Schedule B
Operating Supplies	/14.91 - -	364.16	785.78 -	525.00	525.00		
Supplies and Materials	1,837.30	956.17	1,790.77	1,735.00	1,735.00	0.0%	
Telephone	-	-	-	535.00	535.00		See Schedule C
Utilities Contract Maintenance	794.65 198.03	796.70 2,354.91	742.71 3,747.60	1,070.00 15,000.00	1,070.00 15,000.00		Siren replacement
Emergency Mgmt Exercise Conferences Training	165.00	- 840.00 11.04	- 281.84 97.71	795.00	795.00		
Memberships & Subscriptions	100.00	100.00	420.00	540.00 110.00	540.00 110.00		
Other Services & Charges	1,257.68	4,102.65	5,289.86	18,050.00	18,050.00	0.0%	
Furniture & Fixtures	-	-	-	-	<u>-</u>		
Other Improvements	16,692.68	17,598.33	21,365.33				
Capital Outlay	16,692.68	17,598.33	21,365.33	-	-	#DIV/0!	
Tota!	19,787.66	22,657.15	28,445.96	19,785.00	19,785.00	0.0%	

Fire Administration

Budget Item	Acet #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	182,567.91	198,219.49	199,094.99	252,765.00	191,130.00		
Vacation Pay	410001	13,934.53	7,083.29	12,515.09	-	-		
Sick Leave Pay	410002	2,766.36	=	-	-	_		
Holiday Pay	410003	8,509.57	8,548.29	8,642.20	-	_		
Temp Employees	412000	-	-	-	-	_		
Department Meetings	412002	-	-	-	_	-		
Fire Administration	412103	-		-	_	-		
Equipment Maintenance	412109	•	-	-		-		
Dispatching - Other	412110	-	-	-	_	-		
SCBA Maintenance	412112	-	-	-	_	-		
Custodians	412113	-	-	-	_	_		
Officers Meetings	412116	-	-	-	_	_		
District Meetings	412117	-	-	-	_	-		
Truck Committee Meetings	412118	-	-	•	_	_		
Training Captains	412119	-	-	-	_	-		
Yard/snow Maintenance	412120	-	-	-	-	_		
On-Shift Work Detail	412121	-	-	-	-	-		
Vehicle Maintenance	412122	-	-	-	_	-		
Employer Pension	414000	24,343.89	28,218.17	30,197.78	39,000.00	39,000.00		
Employer Insurance	415000	21,248.16	23,783.88	16,990.74	42,000.00	42,000.00		
Personal Serv	ices	253,370.42	265,853.12	267,440.80	333,765.00	272,130.00	-18.5%	
Office Supplies	420000	2,524.66	1,885.14	1,624.80	2,000.00	2,000.00	·	See Schedule B
Motor Fuel	420000	1,341.22	6,381.04	8,321.76	1,400.00	1,595.00		was a supposed to
Clothing	420000		-	621.29	-	-,		
Vehicle Supplies	420000	813.12	300.83	4,123.76	_	_		
Operating Supplies	424000	604.43	1,241.90	639.94	1,000.00	1,000.00		
Cumulian and Maria		5 202 42	0.000.01	15 221 65	4 400 00		* 42.	
Supplies and Mater	1815	5,283.43	9,808.91	15,331.55	4,400.00	4,595.00	4.4%	

Fire Administration

Budget Item	Acct #_	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Professional Services	430000	-	-	2,478.18	_	_		See Schedule C
Dispatching Services	430001	-	-	· -	_	-		
Telephone	431000	14,585.37	9,867.54	8,135.14	3,500.00	3,500.00		
Transportation	432000	3,299.92	3,299.92	3,299.92	3,300.00	3,300.00		
Advertising	433000	_	-	-	, _	· -		
Printing	434000	-	-	_	-	=		
Utilities	436000	31,179.04	36,475.45	35,341.50	-	-		
Contract Maint - Vehicles	437000	-	-	1,696.67	-	-		
Contract Maintenance	439000	2,340.50	-	2,042.81	-	_		
Conferences	440000	6,561.59	- 1,631.99	2,844.65	3,000.00	3,000.00		
Memberships & Subscriptions	442000	3,192.87	3,703.32	3,584.10	3,300.00	3,300.00		
Computer/software Replacement	443600	-	-	-	_	-		Amortized internal charge
Miscellaneous	448000	-	412.00	-	-	-		2
Employee Recognition	448050	5,732.26	4,439.71	697.93	3,565.00	3,565.00		
Other Services & Charge	S	66,891.55	59,829.93	60,120.90	16,665.00	16,665.00	0.0%	
Furniture & Fixtures	451000	-	-	_	_	_		
Vehicles / Equipment	452000		-	_	-	-		
Computer Equipment	453009	-			Th.			
Capital Outla	y	-	-	-	-	-	#DIV/0!	
Tota	ıl	325,545.40	335,491,96	342,893.25	354,830.00	293,390.00	-17.3%	

Fire Prevention

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	113,838.12	112,306.41	120,657.53	138,000.00	139,500.00		
Vacation Pay	410001	8,868,69	8,859.95	6,175.95	-	-		
Sick Leave Pay	410002	1,628.64	1,547.61	1,644,23	•	-		
Holiday Pay	410003	4,711.68	5.263.96	5,772.88				
Comp Time Pay	410004	_	-	14.77				
Employer Pension	414000	15,653.11	17,271.85	19,011.17	20,500.00	21,200.00		
Employer Insurance	415000	13,029.18	15,214.59	15,446.51	25,000.00	26,000.00		
Personal Service	ces	157,729.42	160,464.37	168,723.04	183,500.00	186,700.00	1.7%	
Office Supplies	420000	<u>-</u>	-	-	-	-		See Schedule B
Motor Fuel	421000	1,393.45	1,686.59	2,281.03	1,700.00	1,935.00		
Clothing	422000	-	-	-	•	-		
Vehicle Supplies	423000	499.03	665.03	583.77	-	-		
Operating Supplies	424000	-	1,939.29 -	299.85 -	-	-		
Supplies and Materia	als	1,892.48	4,290.91	3,164.65	1,700.00	1,935.00	13.8%	
Professional Services	430000	_		-	_	_		See Schedule C
Telephone	431000	1,231.38	1,791.52	646.89	1,700.00	1,000.00		
Insurance	435000	-	-	-	-	-		
Contract Maint - Vehicles	437000	-	166.19	2,521.55	-	=		
Contract Maintenance	439000	-	_	, <u>-</u>	-	-		
Conferences	440000	-	-	50.00	500.00	-		
Training	441000	20.94	690.00	-	•	-		
Memberships & Subscriptions	442000	675.00	35.00	-	200.00	•		
Depreciation	446000	-	-	-	-	-		
Admin Service Charge	448001		-	-				
Other Services & Charg	ges	1,927.32	2,682.71	3,218.44	2,400.00	1,000.00	-58.3%	
Furniture & Fixtures	451000	-	-	-	_	_		
Vehicles / Equipment	452000	_	_	-	÷	-		
Computer Equipment	453009	-	-	-	*	_		
Capital Out	lay	-	-	-	-	-	#DIV/0!	
To	otal	161,549.22	167,437.99	175,106.13	187,600.00	189,635.00	1.1%	

Fire Operations

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	16,622.24	171,496.21	181.741.43	170.000.00	170,000.00		
Vacation Pay	410001	10,022.24	171,470.21	256.44	170,000.00	-		
Holiday Pay	410001	_	-	4,385.64	_	_		
Comp Time Pay	410003	-	- -	2,890.55	-	_		
Overtime Pay	4110004	-	-	9,840.91	-	•		
Femp Employees	411000	- -	584,362.01	573,351.63	624,550.00	576,100.00		
	412000	343,089.14	364,302.01	313,331.03	024,330.00	370,100.00		
Fire Fighting		287,862.80	-	-	-	-		
Night Watches	412101	287,862.80	-	-	-	-		
Day Watches	412102	40 774 22	-		73.000.00	72 000 00		
Employer Pension	414000	48,774.23	-	69,358.19	72,000.00	72,000.00		
Employer Insurance	415000	328.32	-	24,174.04	32,000.00	34,000.00		
Personal Service	ees	696,676.73	755,858.22	865,998.83	898,550.00	852,100.00	-5.2%	
Office Supplies	420000	_	_	356.36	_	_		See Schedule B
Motor Fuel	420000	11,902.77	12,387.59	18,144.73	13,000.00	13,000.00		oce delication
Clothing	420000	14,997.48	20,394.11	20,473.10	11,000.00	12,525.00		
Fire Turnout Gear	422000	14,557.46	20,394.11	(5,156.00)	11,000.00	12,323.00		
	422000		32,234.12		10.000.00	10,000.00		
Vehicle Supplies		24,584.46 20,306.16	•	14,960.85	•	25,000.00		
Operating Supplies	424000	*	13,992.32	26,577.65	25,000.00	*		
			-	-	-	-		
Supplies and Materia	als	71,790.87	79,008.14	75,356.69	59,000.00	60,525.00	2.6%	
Professional Services	430000	19,519.97	19,796.48	30,541.57	20,000.00	20,000.00		See Schedule C
Dispatching Services	430001	25,600.00	17,770.40	50,541.57	20,000.00	20,000.00		bet benedure C
Telephone	431000	2,840.09	5,799.19	4,437.44	3,000.00	3,000.00		
Paging Services	431000	(14.13)	(105.79)	4,437.44	3,000.00	<i>5,000.00</i>		
raging Services Transportation		(14.13)	(103.79)	-	-	-		
•	432000	-	-	-	36.000.00	36,000.00		
Utilities	436000				,	•		
Contract Maint - Vehicles	437000	23,814.79	25,595.54	35,020.69	25,000,00	25,000.00		900 Mbs agata
Contract Maintenance	439000	23,210.18	29,164.79	29,977.46	19,000.00	23,000.00		800 Mhz costs
Memberships & Subscriptions	442000	~	-	-	-	-		
Interest Expense	443000	-	-	- -	-	-		
Vehicle Repl. (Depreciation)	446000	50,000.00	56,260.15	50,000.00	-	80,000.00		
Employee Recognition	448050	-	-	-	-			
Other Services & Charg	ges	144,970.90	136,510.36	149,977.16	103,000.00	187,000.00	81.6%	
Furniture & Fixtures	451000	26,863.28	67,881.32	40,319.68	_	_		
	451000	20,803.28	283,086.17	10,397.55	-	_		
Equipment	451002	-	1,000.00		-	-		
Other Improvements		-	1,000.00	2.115.04	-	-		See Schedule D
Computer Equipment	453009			2,115.04				ace seneouse D

Fire Operations

 Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments	
Capital Outlay	<i>'</i>	26,863.28	351,967.49	52,832.27	÷	-	#DIV/0!		
Total	1	940,301.78	1,323,344.21	1,144,164.95	1,060,550.00	1,099,625.00	3.7%		

City of Roseville Fire Training

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	-	-	_	_	_		
l'emp Employees	412000	-	30,588.00	23,544.11	25,750.00	25,750.00		
Orills / Training	412105	68,484.00	-	-	, •	,		
Admin Training Office	412107	-	-	-	-	_		
Employer Pension	414000	5,203.61	2,317.44	1,785.00	1,800.00	1,800.00		
Employer Insurance	415000	_		-	-			
Personal Service	es	73,687.61	32,905.44	25,329.11	27,550.00	27,550.00	0.0%	
Office Supplies	420000	-	-	-	-	_		See Schedule B
Operating Supplies	424000	1,115.89	3,509.81	172.01	2,000.00	2,000.00		See Selleduie D
		- -	-	=	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,000.00		
Supplies and Materials		1,115.89	3,509.81	172.01	2,000.00	2,000.00	0.0%	
Professional Services	430000	_	100,00		-			See Schedule C
Rental	438000	_	-	_	600.00	600.00		See Schedule C
Contract Maintenance	439000	_	_	1,164.00	-	-		
Conferences	440000	32.10	_	-	-	_		
Fraining	441000	24,380.33	21,107.89	16,950.68	10,000.00	10,000.00		
First Responder Training	441015	, <u>-</u>	-	-	-	-		
Memberships & Subscriptions	442000	-	-	_	-	_		
Miscellaneous	448000	-	-	-	-	-		
Other Services & Charge	25	24,412.43	21,207.89	18,114.68	10,600.00	10,600.00	0.0%	
Furniture & Fixtures	451000	_	-	_	_	_		
Computer Equipment	453009	-	-	-	-	-		
Capital Outlay		-	-	-	*	-	#DIV/0!	
Tota	al	99,215.93	57,623.14	43,615.80	40,150.00	40,150.00	0.0%	

Public Works - Administration

Budget Item	Acet#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	403,087.19	430,063.10	454,810.78	525,000.00	465,000		Moved \$40K GIS to utilities
Vacation Pay	410001	42,348.61	34,884.56	38,531.98	,			\$20K for Eng Sves Fund
Sick Leave Pay	410002	6,964.82	2,774.97	3,987.51	-	_		
Holiday Pay	410003	20,123.76	19,750.07	21,627.32	_	_		
Comp Time Pay	410004	1,635.49	554.79	68.12	-	_		
Overtime Pay	411000	17,120.34	3,262.76	4,993.96	5,000.00	5,000		
Temp Employees	412000	19,734.14	8,012.80	11,304.25	10,000.00	10,000		
Employer Pension	414000	66,160.51	68,704.08	72,777.33	80,000.00	80,000		
Employer Insurance	415000	40,800.51	48,068.49	46,243.66	84,000.00	84,000		
Personal Service	s	617,975.37	616,075.62	654,344.91	704,000.00	644,000	-8.5%	
Office Supplies	420000	1,710.48	1,840.91	959.19	1,450.00	1,450		See Schedule B
Motor Fuel	421000	3,897.13	1,838.60	2,983.41	2,500.00	2,850		See Seneaute 9
Clothing	422000	(2,199.94)	33.47	_,, 05	-	-,020		
Vehicle Supplies	423000	2,684.22	1,433.68	592.38	1,000.00	1,000		
Operating Supplies	424000	1,093.45	1,558.60	1,195.76	2,200.00	2,200		
- PF		-	-	-	-,	_,		
Supplies and Material	S	7,185.34	6,705.26	5,730.74	7,150.00	7,500	4.9%	
Professional Services	430000	589.10	360.58	5,577.76	9,650.00	9,650		See Schedule C
Employee Recruitment	430555	-	-	-	-	-		
Telephone	431000	4,707.90	5,225.08	3,943.67	4,000.00	4,000		
Transportation	432000	4,922.61	3,248.67	4,572.99	4,900.00	4,900		
Contract Maint vehicles	437000	539.38	779.00	-	400.00	400		
Contract Maintenance	439000	-	169.25	757.38	600.00	600		
Conferences	440000	1,321.00	3,751.14	2,916.66	3,900.00	3,900		
Training	441000	2,274.28	1,799.00	1,500.44	2,400.00	2,400		
Memberships & Subscriptions	442000	960.00	2,438.25	722.86	1,250.00	1,250		
Minor Equipment	443500	673.28	1,009.92	1,061.07	=	-		
Computer/software Replacement	443600		-	-	-	-		
Vehicle Repl. (Depreciation)	446000	6,000.00	6,000.00	6,000.00	-	10,000		
			<u> </u>	<u>-</u>	-			
Other Services & Charge	es	21,987.55	24,780.89	27,052.83	27,100.00	37,100	36.9%	
Vehicles and equipment	452000	-	-	-	-	-		
Other Improvements	453000	-	-	-	-	-		
Computer Equipment	453009	3,628.62	2,388.00	-	-	-		See Schedule D
Capital Outla	У	3,628.62	2,388.00	-	-	-	#DIV/0!	
Tota	al	650,776.88	649,949.77	687,128.48	738,250.00	688,600	-6.7%	
							•	

City of Roseville **Public Works - Streets**2010 Budget Worksheet

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	277,470.28	317,620,48	365,694,68	380,000.00	402,000.00		
Vacation Pay	410001	21,631.03	17,513.24	28,970.33	500,000.00	402,000.00		
Sick Leave Pay	410002	9,579.79	11,967.95	11,242.91	_	-		
Holiday Pay	410003	14,847.76	14,774.58	17,344.26	-			
Comp Time Pay	410004	3,209.01	2,339.39	4,450.16	_	-		
Overtime Pav	411000	7,113.63	12,191,12	19,373.08	12,500.00	12,500.00		
Temp Employees	412000	16,075.56	21,945.45	14,346.42	18,000.00	18,000.00		
Employer Pension	414000	45,101.46	54,032.12	60,688.46	63,000.00	63,000.00		
Employer Insurance	415000	69,345.12	82,230,29	65,910.01	92,000.00	85,000.00		
Personal Service		464,373.64	534,614.62	588,020.31	565,500.00	580,500.00	2.7%	
				r	,	,		
Office Supplies	420000	1,141.53	878.27	735.48	900,00	900.00	•	See Schedule B
Motor Fuel	421000	36,001.85	41,529.37	55,864.60	35,000.00	39,860.00		:
Clothing	422000	2,504.29	2,675.18	2,682.17	2,500.00	2,500.00		
Vehicle Supplies	423000	22,615.42	27,911.16	35,593.32	23,900.00	23,900.00		
Operating Supplies	424000	189,179.33	218,915.24	281,839.80	235,000.00	315,000.00		
Supplies and Materia	als	251,442.42	291,909.22	376,715.37	297,300.00	382,160.00	28.5%	
		•	,	,	,	202,140.04	20.270	0 1110
Professional Services	430000	3,797.50	3,985.00	4,207.79	4,500.00	4,500.00		See schedule C
Employee Recruitment	430555	· -	-	· -	, <u>-</u>	-		
Telephone	431000	3,983.37	3,373.64	3,785.29	3,800.00	3,800.00		
l'ransportation	432000	318.18	343.38	470.97	500.00	500.00		
Contract Maint vehicles	437000	21,319.41	11,875.26	3,347.57	6,500.00	6,500.00		
Rental	438000	-	2,353.65	3,372.40	4,200.00	4,200.00		
Contract Maintenance	439000	47,453.51	27,436.45	34,773.90	31,000.00	56,000.00		
Conferences	440000	313.00	380.00	224.00	650.00	650.00		
Fraining	441000	965.19	1,170.00	1,183.50	1,200.00	1,200.00		
Memberships & Subscriptions	442000	14.00	35.00	35.00	150.00	150.00		
Vehicle Repl. (Depreciation)	446000	125,000.00	125,000.00	130,000.00	-	150,000.00		
04. 0			-	-	-	-		
Other Services & Charg	es	203,164.16	175,952.38	181,400.42	52,500.00	227,500.00	333.3%	
Furniture & Fixtures	451000	-	-	-	-	-		
Vehicles / Equipment	452000	=	-	12,559.01	-	-		
Other Improvements	453000	-	-	-	-	_		
Computer Equipment	453009	-		-		_		
Capital Outl	ay	-	-	12,559.01	-	-	#DIV/01	
Tot	al	918,980.22	1,002,476,22	1,158,695.11	915,300.00	1,190,160.00	30.0%	
, ,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-,,	.,,	710,200.00	1,170,100.00	30.070	

Public Works - Street Lighting

Personal Services #DIV/0! Supplies and Materials #DIV/0! Utilities 436000 158,644.75 187,143.76 168,935.51 190,000.00 10,000	Budget Item	Acct #_	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Personal Services #DIV/0! Supplies and Materials #DIV/0! Utilities 436000 158,644.75 187,143.76 168,935.51 190,000.00 190,000.00 Contract Maintenance 439000 1,267.29 - 3,649.26 10,000.00 10,000.00 Contract Maintenance 439000 1.267.29 - 3,649.26 10,000.00 10,000.00 Contract Maintenance 439000 1.267.29			-	-	-	-	-		
Supplies and Materials #DIV/0! Utilities						-			
Supplies and Materials #DIV/0! Utilities 436000 158,644.75 187,143.76 168,935.51 190,000.00 190,000.00 T0,000.00 Contract Maintenance 439000 1,267.29 - 3,649.26 10,000.00 T0,000.00 T0,000.00 Other Services & Charges 159,912.04 187,143.76 172,584.77 200,000.00 200,000.00 0.0%	Personal Service	es	-	*	-	-	-	#DIV/0!	
Supplies and Materials #DIV/0! Utilities 436000 158,644.75 187,143.76 168,935.51 190,000.00 190,000.00 T0,000.00 Contract Maintenance 439000 1,267.29 - 3,649.26 10,000.00 T0,000.00 T0,000.00 Other Services & Charges 159,912.04 187,143.76 172,584.77 200,000.00 200,000.00 0.0%									
Supplies and Materials #DIV/0! Utilities 436000 158,644.75 187,143.76 168,935.51 190,000.00 190,000.00 Contract Maintenance 439000 1,267.29 - 3,649.26 10,000.00 10,000.00 Contract Maintenance 159,912.04 187,143.76 172,584.77 200,000.00 200,000.00 0.0%			-	-	•	-	-		
Utilities 436000 158,644.75 187,143.76 168,935.51 190,000.00 190,000.00 Contract Maintenance 439000 1,267.29 - 3,649.26 10,000.00 10,000.00 Contract Maintenance 439000 1,267.29 - 3,649.26 10,000.00 10,000.00 Contract Maintenance 439000 1,267.29 - 3,649.26 10,000.00 10,000.00 Contract Maintenance 439000 1,267.29 - 2				-	-	-			
Contract Maintenance 439000 1,267.29 - 3,649.26 10,000.00 10,000.00 Other Services & Charges 159,912.04 187,143.76 172,584.77 200,000.00 200,000.00 0.0%	Supplies and Materia	ls	-	-	-	-	-	#DIV/0!	
				-					
	Other Services & Charge	es	159,912.04	187,143.76	172,584.77	200,000.00	200,000.00	0.0%	
The same states of the same stat				-	- -				
	Capital Outla	y	-	-	-	-	-	#DI V/U!	
Total 159,912.04 187,143.76 172,584.77 200,000.00 200,000.00 0.0%	Tota	al	159,912.04	187,143.76	172,584.77	200,000.00	200,000.00	0.0%	

Public Works - Building Maintenance

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
alaries - Regular	410000	_	-	_	_	_		
/acation Pay	410001	_	_	_	_	_ _		
lick Leave Pay	410002	-	-	-	_	_		
emporary employees	412000	4,378.06	6,682.50	6,881.00	7,000.00	7,000.00		
Employer Pension	414000	334.92	511.20	526.41	700.00	700.00		
Employer Insurance	415000	-	741.93	-	-	-		
Personal Services		4,712.98	7,935.63	7,407.41	7,700.00	7,700.00	0.0%	
Clothing	422000	-	128.78	_	-			See Schedule B
Operating Supplies - City Hall	424001	15,972.82	17,899.41	16,445.64	16,200.00	18,000.00		
Operating Supplies - FS #1	424002	210.44	(1.39)	-	· -	-		
perating Supplies - Garage	424003	4,840.22	4,908.44	5,160.48	5,300.00	6,000.00		
Supplies and Materia	is .	21,023.48	22,935.24	21,606.12	21,500.00	24,000.00	11.6%	
Professional Services	430000	70,302.84	72,688.44	76,079.40	80,000.00	69,000.00		See Schedule C
aging Service	431200	-	-	-	=	-		
Jtilities - City Hall	463001	107,305.11	128,387.49	104,990.95	129,000.00	129,000.00		
Itilities - FS #1	436002	-			4,000.00	4,000.00		
Itilities - Garage	436003	30,247.66	55,766.14	58,465.32	55,000.00	55,000.00		
Contract Maint vehicles	437000	1,255.50	-	-	-	-		
Contract Maint City Hall	439001	42,987.61	32,312.06	48,039.83	42,000.00	52,000.00		
Contract Maint FS #1	439002	595.39	161.95	1,004.05	_			
Contract Maint Garage	439003	23,027.22	17,221.92	23,559.44	23,700.00	30,000.00		
Contract Maint HVAC	439010	10,384.99	18,613.95	10,794.76	10,800.00	12,000.00		
raining	441000	494.00	441.27 -	637.00	700.00	700.00 -		
Other Services & Charge	es .	286,600.32	325,593.22	323,570.75	345,200.00	351,700.00	1.9%	
Furniture & Fixtures	451000							
Other Improvements	451000	- -	1,576.20	-	-	-		
smet furbtosements	455000	-	1,370.20	÷	- -	-		
Capital Outla	ny	-	1,576.20		_	-	#DIV/0!	

Public Works - Central Garage

2010 Budget Worksheet

Budget Item	Acct#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	82,795.38	84,062.43	90,428.33	109,000.00	109,000.00		
Vacation Pay	410001	3,571.53	4,950.39	5,317.48	-	-		
Sick Leave Pay	410002	2,821.21	6,604.53	2,600.05	-	-		
Holiday Pay	410003	4,248.56	3,961.20	4,630.44	-	_		
Comp Time Pay	410004	3,119.09	2,894.98	3,475.94	_	_		
Overtime Pay	411000	669.72	3,344.92	3,092.38	3,000.00	3,000.00		
Temp employees	412000	-	-	-	-	-		
Employer Pension	414000	13,514.84	14,965.85	15,497.97	17,000.00	17,000.00		
Employer Insurance	415000	18,703.08	15,406.16	15,661.68	25,000.00	25,000.00		
Personal Ser	vices	129,443.41	136,190.46	140,704.27	154,000.00	154,000.00	0.0%	
Motor Fuel Clothing	421000 422000	14,581.64 3,186.58	10,887.78 3,268.03	220.12 2,065.88	2,500.00	- 2,500.00		See Schedule B
Vehicle Supplies	423000	(11,343.38)	(16,739.84)	(36,126.19)	· -	, -		
Operating Supplies	424000	4,384.73	3,509.18	(65.92)	-	-		
		-	-					
Supplies and Mate	erials	10,809.57	925.15	(33,906.11)	2,500.00	2,500.00	0.0%	
Professional Services	430000	75.00	84.00	60.00	_	_		See Schedule C
Telephone	431000	889.26	1,671.35	880.55	500.00	500.00		See Schedule C
Contract Maint vehicles	437000	3,700.11	3,700.76	22,489.30	500.00	500.00		
Contract Maintenance	439000	41.73	-	-	_	a. .		
Training	441000	115.00	155.00	31.80	425.00	425.00		
Minor Equipment	443500	63.90	=	=	-	-		
			-	-	-	-		
Other Services & Ch.	arges	4,885.00	5,611.11	23,461.65	925.00	925.00	0.0%	
Furniture & Fixtures	451000	2,653.14	4,135.28	-	-	-		
			-			-		
Capital O	utlay	2,653.14	4,135.28	-	-	-	#DIV/0!	
	Total	147,791.12	146,862.00	130,259.81	157,425.00	157,425.00	0.0%	

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Recreation - Administration

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	375,813.08	410,427.22	427,018.25	509,000.00	489,895.00		
Vacation Pay	410001	40,177.81	28,790.21	45,555.45		-		
Sick Leave Pay	410002	10,963.16	1,692.60	1,328.14	_	_		
loliday Pay	410003	18,323.72	18,464.84	20,008.84	_	_		
Comp Time Pay	410004	-	-	_	_	_		
emp Employees	412000	335.25	_	242,25	_	-		
Employer Pension	414000	59,159.95	63,841,21	66,989.12	74,000.00	74,000.00		
Imployer Insurance	415000	53,392.25	64,035.41	61,523.59	85,000.00	85,000.00		
Personal Service	S	558,165.22	587,251.49	622,665.64	668,000.00	648,895.00	-2.9%	
NOT 0 1	100000	-	- 400 - 1	-	-	_		
Office Supplies Operating Supplies	420000 424000	5,922.19 600.28	5,480.75 1,545.86	5,890.84 1,057.12	6,000.00 1,100.00	6,000.00 1,100.00		See Schedule B
Supplies and Material	S	6,522.47	7,026.61	6,947.96	7,100.00	7,100.00	0.0%	
Professional Services	430000	15,658.00	20,377.00	27,445.83	124,000.00	24,000.00		See Schedule C
elephone	431000	5,455.21	5,684.87	4,875.04	8,000.00	8,000.00		See Schedale C
ostage	431100	13,500.00	17,575.00	17,710.00	16,750.00	16,750.00		
ransportation	432000	6,348.16	7,898.54	8,553.34	9,500.00	9,500.00		
dvertising	433000	429.02	64.16	42.53	9,500.00	2,500.00		
rinting	434000	6,650.99	5,518.44	4,987.97	8,000.00	8,000.00		
nsurance	435000	5,000.00	5.250.00	5,250.00	5,250.00	5,250.00		
tental	438000	5,000.00	5,250.00	5,250.00	5,500.00	5,500.00		
Contract Maintenance	439000	_	76.07	_	500.00	500.00		
Conferences	440000	3,314.80	3,047.32	4,464.00	5,900.00	5,900.00		
raining	441000	200.69	760.00	1,173.00	3,000.00	3,000.00		
1emberships & Subscriptions	442000	2.059.14	2,342.00	2,264.00	2,600.00	2,600.00		
nterest Expense	443000	2,035.11	2,5 12.00	2,201.00	2,000.00	-		
Computer/software Replacement		_	_		_	_		
ehicle Repl. (Depreciation)	446000	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00		
Other Services & Charge	es	63,616.01	73,593.40	81,765.71	194,000.00	94,000.00	-51.5%	
urniture & Fixtures	451000	-	-	-	-	-		
Computer Equipment	453009	-	-	-	 	-	//TD *** * * * * * * * * * * * * * * * * *	
Capital Outla	у	-	-	-	-	-	#DIV/0!	
Tota	al	628,303.70	667,871.50	711,379.31	869,100.00	749,995.00	-13.7%	

Recreation - Summary of Fee-Based Programs

Budget Item A	cct#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Personal Services Supplies and Materials General Insurance Credit Card Fees Professional services Less general deduction Other Services & Charges		196,427.71 63,363.84 36,995.00 8,291.84 - 212,908.62	232,189.10 68,082.29 35,410.00 8,743.31 8,086.04 - 222,633.63	234,217.85 63,154.80 34,765.00 8,822.27 16,771.70 - 250,635.37	244,580.00 79,355.00 34,765.00 9,700.00	244,580.00 79,355.00 34,765.00 9,700.00		Active Net Fees
Total		517,987.01	575,144.37	608,366.99	574,040.00	574,040.00	0.00%	
Total Program Revenues Recreation Admin Fees (\$8 per indi Insurance Fees Total Non-resident Fees Total Revenues	vidual) —	620,674.18 61,421.02 - 31,754.50 713,849.70	699,068.14 54,957.87 - 38,380.15 792,406.16	722,761.38 49,285.95 - 36,512.50 808,559.83	725,015.00 43,500.00 - 32,500.00 801,015.00	725,015.00 43,500.00 - 32,500.00 801,015.00	0.00%	
Total Program Expenditures Net Income		517,987.01 195,862.69	575,144.37 217,261.79	608,366.99	574,040.00 226,975.00	574,040.00 226,975.00		

Recreation - Summary of Non-Fee Programs

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Personal Services		56,849.85	36,766.95	34,054.65	28,000.00	28,000.00		
Supplies and Materials		18,613.13	15,350.62	12,972.93	12,110.00	12,110.00		
General Insurance		7,115.00	1,450.00	2,500.00	1,415.00	1,415.00		
Less general deduction		· -	-	-		, <u>-</u>		
Other Services & Charges		22,902.28	20,238.41	21,514.01	22,120.00	22,120.00		
Total		105,480.26	73,805.98	71,041.59	63,645.00	63,645.00	0.00%	
Revenues								
Recreation Roundup		56,727.52	5,353.52	9,037.30	6,855.00	6,855.00		
Teen Programs		957.88	104.00	519.80	-	-		
Special Events		2,356.91	2,985.40	3,484.60	3,100.00	3,100.00		
Outdoor Rinks		-	-	24.00	360.00	360.00		
Senior Programs		25.99	133.56	67.16	70.00	70.00		
Summer Entertainment		7,525.00	6,000.00	6,050.00	4,000.00	4,000.00		
Puppet Wagon		75.00	1,573.00	268.00	-	-		
Spring Celebration		433.00	-	383.42	750.00	750.00		
Discover your Parks		-	-	-	-	-		
4th of July		4,389.60	4,045.10	3,700.00	4,000.00	4,000.00		
Halloween		1,383.00	1,813.00	2,506.00	2,050.00	2,050.00		
Weyerhauser grant		3,616.00	4,110.00	-	-	-		
Earth Day Celebration		-	~	-	-	_		
Rose Parade		-	-	-	-	-		
Rosefest		-	-	-	₩	-		
Special Population		2,088.00		540.00	1,740.00	1,740.00		
		79,577.90	26,117.58	26,580.28	22,925.00	22,925.00	0.00%	
Ne	t Loss	(25,902.36)	(47,688.40)	(44,461.31)	(40,720.00)	(40,720.00)		

Recreation - Nature Center (non-fee)

Budget Item	Acet #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	41,458.25	45,918.42	50,397.19	60,000.00	62,000.00		
Vacation Pay	410001	4,038.09	5,104.01	4,803.85	-	-		
Sick Leave Pay	410002	1,247.07	-	-	_	-		
Holiday Pay	410003	2,157.40	2,026.40	2,413.84	7	_		
Overtime	411000		-,	-,	_	-		
Гетр Employees	412000	8,656.45	12,289.95	11,409,39	12,000.00	10,000.00		weekend/other assistance
Employer Pension	414000	7,728.31	9,069.74	9,213.15	10,000.00	10,000.00		A CONTRACTOR OF THE CONTRACTOR
Employer Insurance	415000	5,731.46	6,794.24	7,960.97	11,000.00	11,000.00		
Personal Service	_	71,017.03	81,202.76	86,198.39	93,000.00	93,000.00	0.0%	
Operating Supplies	424000	4,002.64	4,604.21	4,163.37	4,000.00	5,000.00		See Schedule B
Supplies and Material	- s	4,002.64	4,604.21	4,163.37	4,000.00 15,070.00	5,000.00 17,000.00 1,930.00	25.0%	
Professional Services	430000	2,322.94	1,517.00	2,641.04	3,000.00	3,000.00		See Schedule C
Celephone	431000	753.16	1,656.36	1,358.14	850.00	850.00		
Advertising	433000	205.00	210.00	232.00	250.00	250.00		
rinting	434000	582.75	717.90	567.00	650.00	650.00		
nsurance	435000	_	_	_	1,000.00	1,000.00		
Jtilities	436000	7,024.92	6,314.20	6,649.28	6,500.00	6,500.00		
Rental	438000	· -	· =	· =	· =	, -		
Contract Maintenance	439000	1,826.85	11,467.64	11,235.00	11,070.00	12,000.00		7 hrs/week
raining	441000	-	-	-	-	_		
Memberships & Subscriptions	442000	-	175.00	-	140.00	140.00		
Computer/software Replacement	443600	-	-	_	500.00	500.00		
Inor Equipment	448600	-	-	-		_		
Other Services & Charge	S	12,715.62	22,058.10	22,682.46	23,960.00	24,890.00	3.9%	
		_	_	_	_	_		
		- -	-	-	_	-		
Capital Outla	- y	-	-	-	_	-	#DIV/0!	
Tota	ıl	87,735.29	107,865.07	113,044.22	120,960.00	122,890.00	1.6%	

Recreation - Nature Center (non-fee)

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Revenues Miscellaneous Revenues Other		37,480.50	31,544.44	37,490.70	38,000.00	19,500.00		
	Total	37,480.50	31,544.44	37,490.70	38,000.00	19,500.00		
Total Revenues Total Expenditures		37,480.50 87,735.29	31,544.44 107,865.07	37,490.70 113,044.22	38,000.00 120,960.00	19,500.00 122,890.00		
Net Income (Loss)		(50,254.79)	(76,320.63)	(75,553.52)	(82,960.00)	(103,390.00)		

Recreation - Activity Center

Budget Item	Acct#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	_	_	88.00	_	-		
Vacation Pay	410001	_	_	-	-	_		
Sick Leave Pay	410002	_	-	-	-	-		
Holiday Pay	410003	_	-	-	-	_		
Comp Time Pay	410004	-	-	-	-	-		
Overtime	411000	-	-	-	-	-		
Temp Employees	412000	12,250.06	12,273.25	17,551.53	14,500.00	14,500.00		evening and Weekend front
Employer Pension	414000	1,206.52	1,210.59	1,656.50	1,400.00	1,400.00		desk - 26 hrs. wk for 47 weeks
Employer Insurance	415000	-	-	-				
Personal Se	rvices	13,456.58	13,483.84	19,296.03	15,900.00	15,900.00	0.0%	
G1 11	12222	-	-	-	-	-		See Schedule B
Clothing	422000	-	-	-	-	-		
Operating Supplies	424000 _	-	-	-				
Supplies and Ma	terials	-	-	.	•	-	#D1V/0!	
Professional Services	430000			70.00				See Schedule C
Telephone	431000	2,013.76	1,413.49	1,868.37	2,100.00	2,100.00		See Schedule C
Insurance	435000	2,015.70	1,415.42	1,000.57	2,100.00	2,100.00		
Utilities	436000	_	_	_	_	-		
Rental	438000	27,980.00	7,698.00	7,528.00	12,000.00	12,000.00		Brimhall, Central Park Gym
Contract Maintenance	439000	43,181.00	64,921.00	68,850.00	80,000.00	80,000.00		Gymnastics center agreements
Other Services & Cl	- harges	73,174.76	74,032.49	78,316.37	94,100.00	94,100.00	0.0%	
Furniture & Fixtures	451000	-	-	-	-	-		
Computer Equipment	453009	-	-	-	-			See Schedule D
Capital Outlay		-	-		-	-	#DIV/0!	
	Total	86,631.34	87,516.33	97,612.40	110,000.00	110,000.00	0.0%	
	=	•	•	• -			•	

City of Roseville Recreation - Skating Center 2010 Budget Worksheet

Budget Item	Acct#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	246,626.33	268,018.57	261,789.04	340,000.00	344,000.00		
Vacation Pay	410001	22,657.92	19,491.42	16,900.06	310,000.00	-		
Sick Leave Pav	410002	5,928.72	1,837.69	7,768.23	_	_		
Holiday Pay	410003	12,601.10	12,131.61	12,146.92	-	_		
Overtime	411000	3,444,17	4,713.44	6,050.05	5,000.00	5,000.00		
Temp Employees	412000	164,519.35	175,371.91	168,687.89	185,000.00	156,000.00		
Employer Pension	414000	56,515.45	62,166,08	59,797.68	65,000.00	65,000.00		
Employer Insurance	415000	31,559.51	36,325.60	36,763.48	70,000.00	70,000.00		
Personal Services	S	543,852.55	580,056.32	569,903.35	665,000.00	640,000.00	-3.8%	
Office Supplies	420000	1,065.27	929.87	487.40	2,000.00	2,000.00		See Schedule B
Motor Fuel	421000	2,040.01	5,279.33	5,336.09	5,000.00	5,695.00		
Clothing	422000	2,419.75	1,566,37	1,493.65	2,500.00	2,500.00		
Vehicle Supplies	423000	2,054.02	2,808.95	3,189.32	2,800.00	2,800.00		
Operating Supplies	424000	48,817.58	53,059.76	49,819.60	47,500.00	54,570.00		
Merchandise for Sale	425000	554.30	142.54	414.76	1,500.00	1,500.00		
Supplies and Materials	S	56,950.93	63,786.82	60,740.82	61,300.00	69,065.00	12.7%	
Professional Services	430000	7,659.00	7,880.00	5,989.76	10,000.00	10,000.00		See Schedule C
Telephone	431000	5,658.96	4,774.89	4,676.94	5,600.00	5,600.00		ore sementic e
Transportation	432000	-	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-	500.00	500.00		
Advertising	433000	14,116.22	9,855,93	13,025.79	14,000.00	14,000.00		
Printing	434000	1,451.63	3,024.60	1,416.45	3,000.00	3,000.00		
Insurance	435000	24,000.00	25,200.00	25,200.00	25,200.00	25,200.00		
Utilities	436000	191,467,19	189,968.31	212,900.23	180,000.00	180,000.00		
Contract Maint, - vehicles	437000	2,426.19	407.69	865.83	2,000.00	2,000.00		
Rental	438000	3,267.38	3,171.40	3,241.80	3,500.00	3,500.00		
Contract Maintenance	439000	46,852.31	78,663.02	65,345.52	71,500.00	82,500.00		
Conferences	440000	-	1,400.00	-	1,000.00	1,000.00		
Training	441000	730.00	680.00	620.00	2,250.00	2,250.00		
Memberships & Subscriptions	442000	3,038.62	3,635.30	3,435.45	3,875.00	3,875.00		
Computer/software Replacement	443600	-		•	8,000.00	8,000.00		
Depreciation	446000	4,500.00	4,500.00	4,500.00	6,000.00	6,000.00		
Miscellaneous	448000	391.91	82.00	-		-		
Credit Card Fees	448600	1,301.53	1,280.69	1,458.29	1,500.00	1,500.00		
Other Services & Charge	S	306,860.94	334,523.83	342,676.06	337,925.00	348,925.00	3.3%	

Recreation - Skating Center

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Buildings & Structures Furniture & Fixtures Other Improvements Computer Equipment	450000 451000 453000 453009	22,164.23 15,644.21 87,156.12	7,287.26 7,100.00 30,928.05	31,282.59 2,577.51	13,500.00 2,635.00	13,500.00 2,635.00 - -		See Schedule D
Capital O	utlay	124,964.56	45,315.31	33,860.10	16,135.00	16,135.00	0.0%	
Total Expendi	tures	1,032,628.98	1,023,682.28	1,007,180.33	1,080,360.00	1,074,125.00	-0.6%	
Revenues								
Equipment Rental Equipment Sales		20,780.53 322.94	17,823.57	17,645.77 -	21,000.00	18,000.00		
Clothing Sales Concession Sales		44.25 11,000.00	890.82 10,900.00	397.80 12,600.00	1,500.00 12,000.00	500.00 12,000.00		
Ice Rental Aggressive Skate Park		455,759.76 146.48	451,316.43 -	409,109.07 -	473,000.00	480,000.00		
In-line Skate Lessons Figure Skating School Spectator Adminissions		114,111.34 26,234.19	114,267.40 24,558.59	96,092.40 30,763.00	30,000.00	- - 34,000.00		
Daily Skating Speed Skating Lessons		176,940.28 17,167.89	188,963.67 1,268.50	166,524.30 629.00	175,000.00	175,000.00		
Ice Show Skate Sharpening		15,859.49 4,956.00	19,164.56 6,310.75	16,035.00 6,192.50	- 6,500.00	- 6,500.00		
Programs Other		- -	642.00	÷ -	- 			
Total Charges for Ser	vices	843,323.15	836,106.29	755,988.84	719,000.00	726,000.00		
Building Rental Donations		43,795.87 3,507.00	46,943.30 69,065.74	50,698.70 13,672.36	53,000.00 38,500.00	60,000.00 32,500.00		
Pop Commissions Game Room Commissions		21,182,24 3,546.30	20,059.64 3,144.38	18,637.93 2,842.72	25,000.00 4,000.00	11,000.00 4,500.00		
Weight Room Fees Birthday Parties		- -	-	-	-	-		
Sponorship Fees- i.e coke Advertising Fees		12,082.83	10,325.00	17,202.67	15,050.00	15,000.00		
Cateror Focs Metro Girls Speedskating		3,416.00	241.00	1,760.00	1 200 00	-		
Roll for the Roses Novice Speed Skating Youth Bandy		- -	- -	-	1,200.00 5,000.00 12,000.00	1,000.00 6,000.00 10,000.00		
Ice Show Camps		•	-	.	26,000.00 5,000.00	25,000.00 5,000.00		
STR8 SK8 Skating School		-	-	-	2,500.00 110,000.00	2,000.00 112,000.00		
Adult Speed Skating Lessons Other		104,550.64	28,806.50	4,329.21	1,500.00	1,000.00		

City of Roseville Recreation - Skating Center 2010 Budget Worksheet

Budget Item	Acct#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Total Miscellaneo	us	192,080.88	178,585.56	109,143.59	298,750.00	285,000.00		
Total Revenue Total Expenditures		1,035,404.03 1,032,628.98	1,014,691.85 1,023,682.28	865,132.43 1,007,180.33	1,017,750.00 1,080,360.00	1,011,000.00 1,074,125.00		
Net Income (Loss)		2,775.05	(8,990.43)	(142,047.90)	(62,610.00)	(63,125.00)		

Recreation - Park Maintenance

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
			110000	rictuur	Dauget	raoptea	110111 2007	Comments
Salaries - Regular	410000	352,234.65	363,012.18	411,697.72	462,000.00	420,000.00		
Vacation Pay	410001	26,812.06	27,723.55	38,766.57	-	-		
Sick Leave Pay	410002	14,518.51	10,709.32	21,667.60	_	_		
Holiday Pay	410003	18,087.94	17,680.44	17,608.82	_	_		
Comp Time	410002	2,276.04	4,508.15	2,595.66	_	-		
Overtime	411000	5,388.91	7,791.61	5,893.35	9,200.00	9,200.00		
Temp Employees	412000	51,169.38	46,987.54	50,193.13	52,000.00	52,000.00		
Employer Pension	414000	60,762.50	62,771.16	70,917.19	73,000.00	75,000.00		
Employer Insurance	415000	50,881.93	57,786.78	65,189.26	97,000.00	91,200.00		
Personal Service	S	582,131.92	598,970.73	684,529.30	693,200.00	647,400.00	-6.6%	
Motor Fuel	421000	22,035.00	25,696.56	31,681.50	30,000.00	34,165.00		See Schedule B
Clothing	422000	2,242.02	2,561.28	2,396.94	3,380.00	3,380.00		
Vehicle Supplies	423000	16,876.31	21,765.95	17,069.39	22,000.00	22,000.00		
Operating Supplies	424000	36,392.24	29,426.22	49,235.64	45,500.00	45,500.00		
Supplies and Material	S	77,545.57	79,450.01	100,383.47	100,880.00	105,045.00	4.1%	
Professional Services	430000	30,014.43	32,861.03	79,162.92	39,320.00	94,320.00		See Schedule C
Telephone	431000	3,693.53	3,459.60	3,788.26	10,000.00	10,000.00		
Transportation	432000	-	-	54.57	450.00	450.00		
Insurance	435000	10,000.00	10,500.00	10,500.00	10,500.00	10,500.00		
Utilities	436000	42,831.16	52,387.88	46,517.89	45,000.00	45,000.00		
Contract Maint vehicles	437000	620.28	1,944.33	2,407.66	5,000.00	5,000.00		
Rental	438000	3,329.05	3,013.03	3,939.79	3,500.00	3,500.00		
Contract Maintenance Turf Control	439000 439401	10,586.50	18,104.90	12,695.39	17,500.00	27,000.00		
Tree Trimming	439401	-	-	-	-	-		
Electrical Service	439403	_	-	-	-	-		
Pool startup/shutdown	439403	-	-	-	-	-		
Conferences	440000	407.64	930.00	614.19	1,440.00	1,440.00		
Training	441000	1,866.00	1,275.00	2,529.63	2,200.00	2,200.00		
Memberships & Subscriptions	442000	135.00	371.00	135.00	450.00	450.00		
Computer/software Replacement	443600	133.00	571.00	-	+30.00 -	430.00		
Miscellaneous	448000	-	2,475.00	52.12	<u>-</u>	_		
Minor Equipment	448600	1,220.18	488.16	299.95	2,500.00	2,500.00		218
Vehicle Repl. (Depreciation)	446000	25,000.00	25,000.00	30,000.00	2,300.00	40,000.00		210

Recreation - Park Maintenance

Budget Item	Acct#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr, (Decr.) From 2009	Comments
Other Services & Char	rges	129,703.77	152,809.93	192,697.37	137,860.00	242,360.00	75.8%	
Vehicles / Equipment Other Improvements	452000 453000	.	- 500.00	- -	-	- -		
Capital Ou	tlay	-	500.00	-	-	-	#DIV/0!	
Т	otal	789,381.26	831,730.67	977,610.14	931,940.00	994,805.00	6.7%	

Community Development - Economic Development

Vacation Pay 4 Sick Leave Pay 4 Holiday Pay 4 Comp Time Pay 4 Overtime Pay 4 Employer Pension 4 Employer Insurance 4 Personal Services Office Supplies 4 Operating Supplies 4 Supplies and Materials Professional Services 4 Telephone 4		Actual	2007 Actual	2008 Actual	Adopted Budget	2010 Adopted	(Decr.) From 2009	Comments
Sick Leave Pay 4 Holiday Pay 4 Comp Time Pay 4 Overtime Pay 4 Employer Pension 4 Employer Insurance 4 Personal Services Office Supplies 4 Operating Supplies 4 Supplies and Materials Professional Services 4 Telephone 4	410000	60,315.87	71,147.74	85,017.83	133,500.00	139,000.00		
Holiday Pay 4 Comp Time Pay 4 Divertime Pay 4 Employer Pension 4 Employer Insurance 4 Personal Services Office Supplies 4 Diperating Supplies 4 Supplies and Materials Professional Services 4 Felephone 4	410001	18,272.40	6,566.62	9,814.70	· -			
Comp Time Pay 4 Divertime Pay 4 Employer Pension 4 Employer Insurance 4 Personal Services Office Supplies 4 Diperating Supplies 4 Supplies and Materials Professional Services 4 Felephone 4	410002	10,341.68	-	-	_	-		
Overtime Pay 4 Employer Pension 4 Employer Insurance 4 Personal Services Office Supplies 4 Operating Supplies 4 Supplies and Materials Professional Services 4 Celephone 4	410003	2,873.04	3,117.00	5,077.08	-	-		
Employer Pension 4 Employer Insurance 4 Personal Services Office Supplies 4 Derating Supplies 4 Supplies and Materials Professional Services 4 Celephone 4	410004	-	-	-	-	-		
Personal Services Office Supplies Operating Supplies Supplies and Materials Professional Services 4 Celephone 4	411000	-	-	-	-	-		
Personal Services Office Supplies 4 Operating Supplies 4 Supplies and Materials Professional Services 4 Celephone 4	414000	11,053.46	11,217.87	18,777.44	19,500.00	20,350.00		
Office Supplies 4 Operating Supplies 4 Supplies and Materials Professional Services 4 Celephone 4	415000	10,419.99	12,784.59	11,816.41	24,000.00	23,000.00		
Supplies 4 Supplies and Materials rofessional Services 4 felephone 4	_	113,276.44	104,833.82	130,503.46	177,000.00	182,350.00	3,0%	
Supplies and Materials rofessional Services 4 elephone 4	420000	4,216.54	4,581.56	4,513.48	5,000.00	4,500.00		See Schedule B
rofessional Services 4 elephone 4	424000	1,615.49	776.67	1,391.33	1,500.00	1,500.00		
elephone 4		5,832.03	5,358.23	5,904.81	6,500.00	6,000.00	-7.7%	
=	430000	5,431.10	4,891.19	2,256.31	11,000.00	5,000.00		See Schedule C
	431000	1,072.02	1,867.27	1,419.72	1,100.00	1,300.00		
ostage 4	431100	185.00	860.13	261.96	150.00	250.00		
ransportation 4	432000	2,156.50	1,155.69	1,029.39	4,000.00	2,500.00		
dvertising 4	433000	-	-	-	-	-		
rinting 4	434000	-	-	0.43	-	-		
nsurance 4	435000	6,500.00	6,825.00	6,825.00	6,825.00	6,825.00		
Contract Maintenance 4	439000	-	-	₩.	-	-		
Conferences 4	440000	675.00	723.03	290.00	1,400.00	750.00		
	441000	782.00	1,345.00	75.00	-	500.00		
1emberships & Subscriptions 4	442000	2,335.00	206.68	465.45	755.00	600.00		
	448050	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00		
Business Retention Program 4	448056	=	•	-				
Other Services & Charges		27,136.62	25,873.99	20,623.26	33,230.00	25,725.00	-22.6%	
	451000	-	-	-	-	-		
Computer Equipment 4	453009		1,415.92		_	750.00		
Capital Outlay		-	1,415.92	-	-	750.00	#DIV/0!	
Total								

Community Development - Planning

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	124,747.22	126,950.12	159,751.66	159,000.00	161,400.00		
Vacation Pay	410001	21,586.56	14,040.57	12,597.23	,	-		
Sick Leave Pay	410002	11,577.95	2,548.49	634.03	_	_		
Holiday Pay	410003	5,831.06	6,077.52	7,567.64	<u>.</u>	-		
Comp Time Pay	410004	_	-	, <u>-</u>	_	-		
Overtime Pay	411000	-		-	_	-		
Employer Pension	414000	21,073.57	20,883.12	25,480.63	24,000.00	23,625.00		
Employer Insurance	415000	8,019.47	11,637.61	16,358.25	24,000.00	28,165.00		
Personal Service	S	192,835.83	182,137.43	222,389.44	207,000.00	213,190.00	3.0%	
Office Supplies	420000	-	-	-	-	250.00		
Operating Supplies	424000	380.61	444.45	299.92	500.00	250.00		
Supplies and Material	s	380.61	444.45	299.92	500.00	500.00	0.0%	
Professional Services	430000	11,210.18	57,799.71	110,164.80	69,600.00	16,600.00		See Schedule C
Comprehensive Plan Update	430000	<u>-</u>	· -	-	-	-		
Telephone	431000	755.58	499.62	382.42	850.00	850.00		
Postage	431100	2,610.56	1,902.08	2,121.42	2,650.00	2,650.00		
Transportation	432000	828.89	1,232.16	6.00	-	-		
Advertising	433000	523.68	427.82	571.11	1,500.00	1,200.00		
Printing	434000	-	- -	1,059.68	1,100.00	1,100.00		
Insurance	435000	5,000.00	5,250.00	5,250.00	5,250.00	5,250.00		
Contract Maintenance	439000	-	-	-	-	-		
Conferences	440000	2,251.50	755.60	3,358.14	4,700.00	3,800.00		
Training	441000	398.00	600.00	656.33	2,500.00	3,200.00		
Computer/software Replacement	443600	-	•	-	-	 .		
Memberships & Subscriptions	442000	1,303.27	470.00	1,235.30	2,500.00	2,105.00		
Admin Service Charge	448050	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00		
Other Services & Charge	es .	38,881.66	82,936.99	138,805.20	104,650.00	50,755.00	-51.5%	
Furniture & Fixtures	451000	_	19.84	404.70	_	_		
Computer Equipment	453009		<u>-</u>	-		2,000.00		
Capital Outla	у	-	19.84	404.70	-	2,000.00	#DIV/0!	
Tota	al	232,098.10	265,538.71	361,899.26	312,150.00	266,445.00	-14.6%	

Community Development - GIS

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	44,668.59	44,957.35	49,361.59	54,500.00	56,200.00		
Vacation Pay	410001	2,192.39	4,964.50	4,467.10	-	-		
Sick Leave Pay	410002	306.02	-	-	_	_		
Holiday Pay	410003	2,170.21	2,042.45	2,427.83	_	_		
Comp Time Pay	410004	-	-	,	-	-		
Overtime Pay	411000	-	-	-	-	_		
Temp Employees	412000	.	-	-	-	_		
Employer Pension	414000	6,771.22	7,267.00	7,968.64	8,000.00	8,300.00		
Employer Insurance	415000	5,700.42	6,868.46	7,833.29	10,500.00	10,700.00		
Personal Service	-	61,808.85	66,099.76	72,058.45	73,000.00	75,200.00	3.0%	
Office Supplies	420000	-	_	_	100.00	100.00		
Operating Supplies	424000	-	-	_	_	_		
Supplies and Materi	als	-	-	-	100.00	100.00	0.0%	
Professional Services	430000	798.75	-	_	1,000.00			See Schedule C
Telephone	431000	247.14	240.00	186.00	300.00	250.00		
Postage	431100	0.87	-	-	-	=		
Transportation	432000	129.94	199.30	-	200.00	200.00		
Printing	434000	-	-	_	100.00	-		
Insurance	435000	2,500.00	2,625.00	2,625.00	2,625.00	2,625.00		
Conferences	440000	225.00	260.00	235.00	500.00	400.00		
Training	441000	•	-	-	1,000.00	-		
Memberships & Subscriptions	442000	3,505.08	515.56	822.86	1,000.00	1,000.00		
Other Services & Charg	ges .	7,406.78	3,839.86	3,868.86	6,725.00	4,475.00	-33.5%	
D : 0 Et :	451000							
Furniture & Fixtures	451000	2 277 20	-	-	-	-		
Computer Equipment	453009	2,377.28		-				
Capital Out	lay	2,377.28	-	-	-	<u>.</u>	#DIV/0!	241
To	otal	71,592.91	69,939.62	75,927.31	79,825.00	79,775.00	-0.1%	

Community Development - Code Enforcement

Budget Item		2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	299,128.91	332,998.25	328,218.64	402,000.00	404,000.00		
Vacation Pay	410001	20.461.20	29.034.24	34,526.15	-	-		
Sick Leave Pay	410002	5,916.25	,	248.56	_			
Holiday Pay	410003	14,237.57	14,368.83	15,670.53	_	-		
Comp Time Pay	410004	, <u>-</u>	_	•	_	_		
Overtime Pay	411000	-	-	-	-	-		
Temp Employees	412000	_	14,685.60	817.81	10,000.00	10,000.00		Seasonal intern
Employer Pension	414000	46,164.43	52,994.05	58,076.40	58,000.00	59,200.00		
Employer Insurance	415000	31,114.44	33,145.82	37,605.48	77,000.00	74,000.00		
Personal Service	es	417,022.80	477,226.79	475,163.57	547,000.00	547,200.00	0.0%	
Office Supplies	420000	490.68	254.04	93.73	_	-		See Schedule B
Motor Fuel	421000	3,613.23	4,128.68	5,667.16	4,500.00	5,000.00		
Clothing	422000	· -	, · <u>-</u>	, -	300.00	300.00		Hats, jackets
Vehicle Supplies	423000	623.42	1,465.58	1,045.17	1,100.00	1,100.00		,
Operating Supplies	424000	1,014.12	1,229.47	382.38	1,750.00	1,750.00		
Supplies and Materia	als	5,741.45	7,077.77	7,188.44	7,650.00	8,150.00	6.5%	
Professional Services	430000	14,822.31	5,750.20	4,009.46	15,000.00	15,000.00		See Schedule C
Electrical Inspections	430007	58.387.74	64,582.22	72,673.48	63,750.00	65,750.00		•
Telephone	431000	3,085.70	2,890.23	2,574.45	3,150.00	3,150.00		
Advertising	433000	÷	1,928,59	2,462.52	, <u>-</u>	-		
Postage	431100	2,702.22	· -	· -	3,000.00	3,000.00		
Printing	434000	549.49	424.52	2,219.66	3,250.00	3,250.00		
Insurance	435000	15,000.00	15,750.00	15,750.00	15,750.00	15,750.00		
Contract Maint vehicles	437000	<u></u>	-	34.92	200.00	400.00		
Contract Maintenance	439000	-	-	65.40	250.00	250.00		
Conferences	440000	1,025.00	22.31	608.21	1,000.00	1,000.00		
Training	441000	1,756.68	2,739.78	2,488.81	5,000.00	5,000.00		
Memberships & Subscriptions	442000	580.00	100.00	669.99	1,100.00	1,100.00		
Depreciation	446000	-	-	-	-	-		
Admin Service Charge	448001	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00		
Credit Card Fees	448600	6,240.45	3,874.85	-	7,250.00	7,250.00		
Other Services & Charg	ges	122,149.59	116,062.70	121,556.90	136,700.00	138,900.00	1.6%	
Furniture & Fixtures	451000	_	_	_	-	500.00		
Vehicles / Equipment	452000	-	-	14,971.45	17,000.00	-		
Computer Equipment	453009		-	9,323.03		4,500.00		3 laptops for inspectors
Capital Outl To	.	544,913.84	600,367.26	24,294.48 628,203.39	17,000.00 708,350.00	5,000.00 699,250.00	-70.6% -1.3%	

Finance - Information Technology

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	300,910.73	348,368.11	372,622,23	485,000.00	555,000.00		
Vacation Pay	410001	28,281.27	24,883.71	32,639.65	•	, -		
Sick Leave Pay	410002	4,045.62	4,709.46	1,158.59	-	_		
Holiday Pay	410003	14,187.38	15,559.78	16,611.92	-	-		
Comp Pay	410004	1,556.73	1,418.47	1,673.16	-	_		
Overtime Pay	411000	106.20	-	· -	-	_		
Employer Pension	414000	47,026.92	54,660.99	58,508.99	71,000.00	81,300.00		
Employer Insurance	415000	37,716.46	47,429.22	50,679.55	86,000.00	97,600.00		
Personal Service	es	433,831.31	497,029.74	533,894.09	642,000.00	733,900.00	14.3%	
Office Supplies Operating Supplies	420000 424000	273.03 6,000.19	65.00 15,736.06	280.10 14,928.07	200.00 10,000.00	300.00 12,000.00		
Supplies and Material	s	6,273.22	15,801.06	15,208.17	10,200.00	12,300.00	20.6%	
Professional Services	430000	4,901.01	2,362.14	_	4,000.00	4,000.00		See Schedule C
Telephone	431000	39,802.36	44,672.12	33,205.85	58,020.00	40,000.00		see senedate C
Transportation	432000	2,996.77	3,430.90	6,730.22	3,600.00	8,000.00		
Insurance	435000	,	-,	2,000.00	5,000.00	5,000.00		
Contract Maintenance	439000	25,571.39	34,245.32	35,325.65	40,360.00	40,000.00		
Training	441000	1,397.91	3,335.62	867.92	5,000.00	5,000.00		
Interest Expense	443000	-	-	-	, -	, -		
Computer/software Replacement	443600	-	-	-	6,000.00	-		
Miscellaneous	448000	600.50	162.05	319.82	500.00	500.00		
Admin Service Charge	448001	4,000.00	10,000.00	15,000.00	20,000.00	20,000.00		
Other Services & Charge	es	79,269.94	98,208.15	93,449.46	142,480.00	122,500.00	-14.0%	
Other Improvements	453000	5,373.96	3,550.21	_	56,535.00	_		New JPA
Computer Equipment	453009	149,829.58	145,697.05	120,981.60	110,465.00	132,000.00		See Schedule D
Capital Outla		155,203.54	149,247.26	120,981.60	167,000.00	132,000.00	-21.0%	124

Finance - Information Technology

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments	
Т	otal	674,578.01	760,286.21	763,533.32	961,680.00	1,000,700.00	4.1%		

Administration - Communications

Budget Item	Acet#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	102,172.70	75,122.40	75,083.01	88,000.00	90,000.00		
Vacation Pay	410001	6,946.85	5,298.58	9,415.64	· <u>-</u>	· -		
Sick Leave Pay	410002	6,936.24	57.46	-	-	-		
Holiday Pay	410003	5,372.96	3,703.60	3,583.26	-	-		
Temp Employees	412000	5,381.41	5,494.86	7,545.02	7,000.00	7,000.00		
Employer Pension	414000	16,796.34	11,383.01	12,099.36	13,200.00	13,650.00		
Employer Insurance	415000	16,851.12	19,379.12	18,570.40	18,000.00	18,000.00		
Personal Servic	es	160,457.62	120,439.03	126,296.69	126,200.00	128,650.00	1.9%	
Operating Supplies	424000	2,211.37	899.16	1,945.31	6,000.00	3,000.00		See Schedule B
Supplies and Materia	als	2,211.37	899.16	1,945.31	6,000.00	3,000.00	-50.0%	
Professional Services	430000	_	23,755.89	6,300.00	25,000.00	30,000.00		See Schedule C
Telephone	431000	_	, -	, -	1,500,00	1,500.00		
Postage	431100	14,193.15	18,031.15	17,588.51	20,000.00	20,000.00		
Printing	434000	26,237.60	24,673.88	21,511.95	30,000.00	30,000.00		
Insurance	435000	3,000.00	3,150,00	3,500.00	3,500.00	3,500.00		
Contract Maintenance	439000	595.48	415.58	484.19	1,500.00	1,500.00		
Conferences	440000	385.00	345.00	75.00	1,000.00	1,000.00		
Training	441000	-	35.00	=	=	-		
Memberships & Subscriptions	442000	75,635.27	79,660.87	89,448.86	84,800.00	84,500.00		
Depreciation	446000	-	-	-	~	-		
Miscellaneous	448000	3.50	-	71.34	-	_		
Admin Service Charge	448001	13,390.00	13,390.00	12,000.00	14,000.00	14,000.00		
Other Services & Charg	ges	133,440.00	163,457.37	150,979.85	181,300.00	186,000.00	2.6%	
Furniture & Fixtures	451000	9,546.58	12,411.69	9,665.07	10,000.00	10,000.00		See Schedule D
Capital Outl	ay	9,546.58	12,411.69	9,665.07	10,000.00	10,000.00	0.0%	
То	tal	305,655.57	297,207.25	288,886.92	323,500.00	327,650.00	1.3%	

City of Roseville Finance - License Center 2010 Budget Worksheet

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	490,135.94	508,939.58	521,631.33	655,000.00	630,000.00		Leaving 1 FT FTE & 1 PT FTE
Vacation Pay	410001	36,118.28	45,566.74	60,087.72	, -	´ -		vacant
Sick Leave Pay	410002	10,672.15	4,114.32	4,786.50	-	-		
Holiday Pay	410003	23,325.16	23,187.38	24,141.90	-	-		
Comp Pay	410004	5,072.74	3,464.39	2,603.42	-	-		
Overtime Pay	411000	308.95	58.53	294.27	-	=		
Temp Employees	412000	1,522.50	-	-	-	_		
Employer Pension	414000	77,544.56	80,999.80	85,533.40	94,000.00	92,000,00		
Employer Insurance	415000	72,748.41	81,115.35	87,481.73	168,000.00	155,000.00		
Personal Service	es	717,448.69	747,446.09	786,560.27	917,000.00	877,000.00	-4.4%	
Office Supplies	420000	11,393.99	9.092.13	10,230.52	13,000.00	11,000.00		
Operating Supplies	424000	2,445.84	3,052.32	582.64	2,000.00	600.00		
- h - t - t - t - t - t - t - t - t - t	,=	-,	-	-	-,000.00	-		
Supplies and Materia	als	13,839.83	12,144.45	10,813.16	15,000.00	11,600.00	-22.7%	
Professional Services	430000	16,033.11	11,037.17	13,654.58	12,700.00	12,000.00		
Telephone	431000	3,256.26	3,382.54	3,834.61	3,500.00	4,000.00		
Postage	431100	3,080.22	2,620.94	2,421.27	3,200.00	2,500.00		
Transportation	432000	6,066.02	5,157.34	5,218.70	6,200.00	4,000.00		
Advertising	433000	-	-	-	2,000.00	.,000.00		
Printing	434000	1,738.08	3,935.88	731.00	3,000.00	700.00		
Insurance	435000	8,300.00	8.700.00	12,000.00	15,000.00	15,000.00		
Utilities	436000	6,206.20	7,569.08	7,565.18	8,200.00	7,700.00		
Rental	438000	49,200.00	49,800.00	50,400.00	55,000.00	55,000.00		
Contract Maintenance	439000	5,028.84	4,465,48	3,206.23	4,000.00	7,500.00		
Conferences	440000	, <u> </u>		40.00	500.00	-		
Training	441000	137.00	1,323.00	378.00	1,200.00	1,500.00		
Memberships & Subscriptions	442000	841.00	778.00	806.00	875.00	875.00		
Interest Expense	443000	-	-	_	-	-		
Minor Equipment	443500	14,158.69	1,658.97	4,169.95	13,000.00	1,000.00		
Depreciation	446000	-	-	-	-	-		
Admin Service Charge	448001	10,500.00	25,000.00	30,000.00	35,000.00	35,000.00		
Contribution to Other Funds	448400	200,000.00	220,000.00	108,000.00	150,000.00	50,000.00		'10 Revenue reduction
Other Services & Charges		324,545.42	345,428.40	242,425.52	313,375.00	196,775.00	-37.2%	
Furniture & Fixtures	451000		-	-	-	-		
Other Improvements	453000	32,197.06	6,106.35	-	-	-		
Computer Equipment	453009	144.42	812.58					
Capital Outl	av	32,341,48	6,918.93	_	-	_	#DIV/0!	

1,088,175.42 1,111.937.87 1,039,798.95 1,245,375.00

1,085,375.00

-12.8%

Total

Public Works - Sanitary Sewer

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular Vacation Pay	410000 410001	263,113.20 24,307.57	255,081.32 15,478.52	267,074.58 18,285.28	303,000.00	335,000.00		Includes \$20K Jolinda
Sick Leave Pay Holiday Pay	410002 410003	14,993.05 12,976.76	4,384.84 11,108.40	6,179.88 12,623,78	-	-		
Comp Time Pay Overtime Pay	410004 411000	735.72 16,812.99	4,681.54 21,476.13	7,920.67 24,628.53	21,000.00	21,000.00		
Temp Employees Employer Pension	412000 414000	11,361.72 43,437.66	8,727.35 44,113.66	2,796.87 47,064.52	17,500.00 49,000.00	17,500.00 51,000.00		
Employer Insurance Personal Serv	415000 ices	25,195.25 412,933.92	29,721.26 394,773.02	27,532.83 414,106.94	77,000.00 467,500.00	82,000.00 506,500.00	8.3%	
Office Supplies	420000	7 270 05	(852 58	150.00	150.00	200.00		See Schedule B
Motor Fuel Clothing	421000 422000	7,278.85 1,581.51	6,852.58 1,200.63	9,052.66 1,748.43	7,500.00 1,700.00	8,000.00 1,800.00		
Vehicle Supplies	423000	4,837.43	5,215.84	10,002.00	7,000.00	7,500.00		
Operating Supplies	424000	13,985.98	16,961.33	21,296.28	16,000.00	18,000.00		
Supplies and Mater	rials	27,683.77	30,230.38	42,249.37	32,350.00	35,500.00	9.7%	

Public Works - Sanitary Sewer

2010 Budget Worksheet

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Professional Services	430000	15,215.74	13,989.11	107,456.39	24,000,00	25,000.00		See Schedule C
Telephone	431000	10,126.80	3,178.65	3,703.63	9,000.00	6,000.00		
Postage	431100	3,202.90	4,196.90	5,234.23	4,300.00	5,500.00		
Transportation	432000	-	<u>.</u>	-	150.00	150.00		
Printing	434000	1,240.18	613.60	-	1,500.00	1,500.00		
Insurance	435000	30,000.00	31,500.00	35,000.00	40,000.00	40,000.00		
Utilities	436000	11,808.70	13,636.85	11,546.90	14,500.00	14,500.00		
Contract Maint vehicles	437000	198.10	192.72	1.00	1,200.00	1,200.00		
Rental	438000	-	-	1,086.90	1,100.00	1,200.00		
Contract Maintenance	439000	5,289.80	2,037.96	4,222.82	9,800.00	10,000.00		
Conferences	440000	-	540.00	-	650.00	650.00		
Training	441000	1,264.00	883.84	1,586.80	1,700.00	1,800.00		
Memberships & Subscriptions	442000	151.00	111.00	257.00	250.00	300.00		
MCES	445000	2,368,363.07	2,153,211.72	2,426,416.17	2,482,000.00	2,625,000.00		
Depreciation	460000	175,000.00	185,655.00	201,377.00	210,000.00	210,000.00		
Miscellaneous	448000	-	-	10,383.61	-	-		
Admin Service Charge	448001	225,000.00	225,000.00	250,000.00	275,000.00	275,000.00		
Credit Card Fees	448600	2,241.12	4,996.28	11,939.87				
Other Services & Charg	ges	2,849,101.41	2,639,743.63	3,070,212.32	3,075,150.00	3,217,800.00	4.6%	
Furniture & Fixtures	451000	~		-	_	4,500.00		
Vehicles & Equipment	452000	2,118.28	32,007.51	(18,173.15)	41,500.00	3,000.00		
Other Improvements	453000	181,535.10	(61,479.01)	602.00	468,500.00	650,000.00		
Computer Equipment	453009	, -		-	, -	, =		See Schedule D
Capital Out	lay	183,653.38	(29,471.50)	(17,571.15)	510,000.00	657,500.00	28.9%	
To	otal	3,473,372.48	3,035,275.53	3,508,997.48	4,085,000.00	4,417,300.00	8.1%	

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City of Roseville **Public Works - Water**2010 Budget Worksheet

		2006	2007	2008	2009 Adopted	2010	% Incr. (Decr.)	
Budget Item	Acct #	Actual	Actual	Actual	Budget	Adopted	From 2009	Comments
					· · · ·			
Salaries - Regular	410000	192,718.11	205,028.36	181,636.15	245,000	268,000		Includes \$20K Jolinda
Vacation Pay	410001	6,379.37	17,374.08	28,286.20	-	-		
Sick Leave Pay	410002	14,022.63	8,354.79	10,165.08	-	-		
Holiday Pay	410003	10,870.04	8,476.62	9,547.00	-	-		
Comp Time Pay	410004	4,088.06	6,142.15	4,414.14	-	-		
Overtime Pay	411000	5,378.30	6,477.87	10,458.02	9,500	9,500		
Temp Employees	412000	11,361.73	8,766.48	11,601.65	15,300	15,300		
Employer Pension	414000	34,364.31	34,999.95	33,332.05	38,000	39,000		
Employer Insurance	415000	29,399.39	25,358.70	24,849.91	51,000	47,000		
Personal Se	rvices	308,581.94	320,979.00	314,290.20	358,800	378,800	5.6%	
Office Supplies	420000	-	171.76	19.82	150	150		See Schedule B
Motor Fuel	421000	11,454.52	13,531.01	15,836.32	15,000	15,000		
Clothing	422000	1,445.35	1,530.85	1,351.23	1,600	1,600		
Vehicle Supplies	423000	5,049.44	3,639.56	5,332.70	3,500	4,000		
Operating Supplies	424000	45,771.28	57,751.55	48,115.35	35,000	45,000		
				-		-		
Supplies and Ma	terials	63,720.59	76,624.73	70,655.42	55,250	65,750	19.0%	

City of Roseville **Public Works - Water**2010 Budget Worksheet

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Professional Services	430000	15,904.41	29,946.41	30,987.55	47,000	48,000		See Schedule C
Telephone	431000	101.15	4,308.85	159,40	5,000	1,500		
Postage	431100	3,714.92	4,832.33	5,834.06	5,000	6,000		
Transportation	432000	_	· _	· -	150	150		
Printing	434000	1,240.18	381.62	-	2,000	2,000		
Insurance	435000	27,000.00	28,350.00	37,000.00	45,000	45,000		
Utilities	436000	61,473.11	70,463.21	67,074.23	72,000	73,000		
Contract Maint vehicles	437000	60.00	30.00	•	1,100	1,100		
Rental	438000	1,775.52	1,956.43	1,396.34	2,800	2,800		
Contract Maintenance	439000	10,812.90	27,269.07	13,279.34	29,500	29,500		
Conferences	440000	516.00	437.76	471.21	700	750		
Training	441000	1,000.00	450.00	748.00	1,900	2,000		
Memberships & Subscriptions	442000	1,627.00	2,456.00	332.00	1,750	1,800		
Interest Expense	443000	-	-	-	-	-		
St. Paul Water	444000	3,354,072.95	3,630,960.87	3,749,763.36	4,000,000	4,150,000		
Depreciation	460000	300,000.00	201,089.00	207,765.00	300,000	300,000		
Miscellaneous	448000	3,375.00	-	3,869.00	-	-		
Admin Service Charge	448001	315,000.00	315,000.00	325,000.00	350,000	350,000		
Transfer to IT Fund (Mayfield)	448400			25,000.00	-	25,000		
Credit Card Fees	448600		-	-		-		
Other Services & Charg	es	4,097,673.14	4,317,931.55	4,468,679.49	4,863,900	5,038,600	3.6%	
Furniture & Fixtures	451000	_	_	_	_	_		See Schedule D
Vehicles & Equipment	452000	2,118.28	_	13,272.03	500	25,000		see senedare B
Other Improvements	453000	361,107.80	8,435.55	27,086.64	290,000	425,000		
Water meters, supplies & connec		56,323.03	14,199.83	16,374.61	55,000	60,000		
Computer Equipment	453009	-	1,156.59	-	1,500			
Capital Outl		419,549.11	23,791.97	56,733.28	347,000	510,000	47.0%	
То	·a1	4,889,524.78	4,739,327.25	4,910,358.39	5,624,950	5,993,150	6.5%	

Public Works - Storm Drainage

		2007	2007	2000	2009	2010	% Incr.		
Budget Item	A pat #	2006	2007	2008	Adopted	2010	(Decr.)	Comments	
budget item	Acct #	Actual	Actual	Actual	Budget	Adopted	From 2009	Comments	
Salaries - Regular	410000	162,501.92	113,981.04	99,637.93	148,000.00	148,000.00			
Vacation Pay	410001	17,173.80	10,874.02	10,541.68	, -	· -			
Sick Leave Pay	410002	6,202.77	13,082.49	4,887.86	-	_			
Holiday Pay	410003	7,541.64	6,159.56	4,893.52	_	-			
Comp Time Pay	410004	1,644.48	1,841.54	1,865.70	_	_			
Overtime Pay	411000	3,453.46	5,038.12	3,043.65	7,500.00	7,500.00			
Temp Employees	412000	5,661.64	5,715.27	7,828.45	12,000.00	12,000.00			
Employer Pension	414000	27,122.08	21,313.68	17,889.12	24,000.00	24,000.00			
Employer Insurance	415000	30,976.19	24,190.37	20,102.93	41,000.00	41,000.00			
Personal Serv	ices	262,277.98	202,196.09	170,690.84	232,500.00	232,500.00	0.0%		
				· ·					
Office Supplies	420000	_	-	-	400.00	400.00		See Schedule B	
Motor Fuel	421000	5,894.94	7,318.48	9,452.79	8,000.00	8,500.00			
Clothing	422000	1,109.73	1,098.96	1,139.52	1,200.00	1,300.00			
Vehicle Supplies	423000	21,080.90	18,689.24	21,787.08	23,500.00	24,000.00			
Operating Supplies	424000	18,345.39	10,346.75	17,300.95	14,500.00	16,000.00			
			-	-					
Supplies and Mate	rials	46,430.96	37,453.43	49,680.34	47,600.00	50,200.00	5.5%		
								See Schedule C	
Professional Services	430000	41,945.41	63,443.90	35,546.31	71,000.00	117,000.00			
Telephone	431000	2,209.91	2,010.26	3,206.78	3,000.00	3,500.00			
Postage	431100	5,233.51	6,458.01	7,782.66	6,000.00	6,500.00			
Transportation	432000	56.04	-	-	200,00	200.00			
Printing	434000	2,536.20	403.80	1,059.68	2,500.00	2,500.00			
Insurance	435000	15,500.00	16,275.00	16,275.00	16,275.00	16,275.00			
Utilities	436000	8,224.15	7,591.53	6,756.34	12,500.00	10,000.00			
Contract Maint vehicles	437000	8,370.49	839.53	5,782.25	5,000.00	6,000.00			
Rental	436000	110.08	2,577.39	532.50	2,800.00	2,800.00			
Contract Maintenance	439000	29,050.45	45,294.48	59,019.19	58,000.00	60,000.00			
Conferences	440000	205.00	100.00	100.00	700.00	700.00			
Training	441000	681.00	635.00	00.018	1,000.00	1,200.00			
Depreciation	460000	300,000.00	288,671.00	288,110.00	310,000.00	310,000.00			
Miscellaneous	448000	99.04	(27,141.00)	19,400.00		<u>-</u>			
Admin Service Charge	448001	78,000.00	78,000.00	78,000.00	78,000.00	78,000.00			
Credit Card Fees	448600		-	-					199
Other Services & Cha	rges	492,221.28	485,158.90	522,380.71	566,975.00	614,675.00	8.4%		

Public Works - Storm Drainage

Budget Item	Acct#	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Furniture & Fixtures Vehicles / Equipment Other Improvements Computer Equipment	451000 452000 453000 453009	- 159,919.45 89,366.85	- - 101,489.24 -	- - (16,615.96) -	- 60,500.00 550,000.00	13,500.00 600,000.00		See Schedule D
Capital C	Outlay	249,286.30	101,489.24	(16,615.96)	610,500.00	613,500.00	0.5%	
	Total	1,050,216.52	826,297.66	726,135.93	1,457,575.00	1,510,875.00	3.7%	

Administration - Recycling

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	_	30,714.24	27,827.82	34,800.00	36,500.00		
Vacation Pay	410001	-	50,714.24	5,042.20	34,800.00	20,500.00		
Holiday Pay	410003	_	_	1,430.04	_	-		
Employer Pension	414000	_	4,140.00	4,532.19	5,100.00	5,400.00		
Employer Insurance	415000	-	83.60	114.40	7,000.00	7,000.00		
Personal Service	es	<u>.</u>	34,937.84	38,946.65	46,900.00	48,900.00	4.3%	
Operating Supplies	424000	-	422.87	3,576.89	200.00	400.00		
Supplies and Materia	·ls		422.87	3,576.89	200.00	400.00	100.0%	
Professional Services	430000	336,760.40	386,378.29	404,137.00	410,000.00	425,000.00		
Printing	434000	4,483.66	1,042.57	953.18	4,000.00	3,000.00		
Insurance	435000	4,000.00	4,200.00	4,200.00	4,200.00	4,200.00		
Contract Maintenance	439000	-	-	-	-	-		
Training	441000	275.00	435.00	495.00	250.00	500.00		
Memberships & Subscriptions	442000	-	170.00	170.00	2,000.00	2,000.00		
Minor Equipment	443500	13,250.37	3,560.30	4,967.89	5,000.00	5,000.00		Outdoor recycling containers
Depreciation	446000	•	-	-	-	-		
Miscellaneous	448000	-	-	29.27	-	-		
Admin Service Charge	448001	8,000.00	8,000.00	10,000.00	10,000.00	10,000.00	-	
Other Services & Charg	es	366,769.43	403,786.16	424,952.34	435,450.00	449,700.00	3.3%	
Furniture & Fixtures	451000	-	4,837.00	371.37	-	-		
Capital Outla	ay	-	4,837.00	371.37	-	-	#DIV/0!	
Tot	al =	366,769.43	443,983.87	467,847.25	482,550.00	499,000.00	3.4%	
					(125,000,00)	(50,000.00)	Less reven	ue sharing
					357,550.00	449,000.00	Net	

Recreation - Golf Course Clubhouse

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Salaries - Regular	410000	46,725.63	46,248.06	52,945.57	64,000.00	55,000.00		\$10,000 reduced by Lonnie
Vacation Pay	410001	7,942.39	6,254.61	13,462.45	-	_		
Sick Leave Pay	410002	971.94	2,292.74	-	-	-		
Holiday Pay	410003	2,287.12	2,362.80	2,572.64	-	-		
Overtime	411000	-	-	-	-	-		
Temp Employees	412000	32,168.55	40,757.01	36,861.92	36,000.00	37,000.00		\$1,000 added by Lonnie
Employer Pension	414000	14,809.13	10,886.98	11,215.30	12,000.00	10,000.00		\$2,300 reduced by Lonnie
Employer Insurance	415000	-	6,679.42	4,411.73	6,000.00	4,800.00		\$1,200 reduced by Lonnie
Personal Service	ees	104,904.76	115,481.62	121,469.61	118,000.00	106,800.00	-9.5%	
Office Supplies	420000	•	_	_	_	<u>-</u>		See Schedule B
Clothing	422000	417.23	581.50	564.35	600.00	600.00		
Vehicle Supplies	423000	-	235.81	-	-	-		
Operating Supplies	424000	8,145.84	10,133.63	7,399.52	9,700.00	8,500.00		
Merchandise for Sale	425000	12,324.47	11,684.26	14,063.08	13,000.00	12,000.00		
Supplies and Materia	als	20,887.54	22,635.20	22,026.95	23,300.00	21,100.00	-9.4%	
Telephone	431000	940.43	1,720.05	1,380.51	1,000.00	1,000.00		See Schedule C
Postage	431100	710.15	566.71	702.82	600.00	650.00		see senedare e
Transportation	432000	_	-	,02.02	350.00	350.00		
Advertising	433000	2,286.64	3,479.72	2,877.07	3,200.00	3,200.00		
Insurance	435000	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00		
Utilities	436000	7,581.18	8,059.51	8,440.23	8,200.00	8,200.00		
Contract Maintenance	439000	231.27	784.35	1,078.31	1,000.00	1,200.00		
Conferences	440000	-	-	-	<u></u>	-		
Training	441000	-	103.00	220.00	450.00	450.00		
Memberships & Subscriptions	442000	600,00	577.00	524.00	625.00	625.00		
Depreciation	446000	12,000.00	-		12,000.00	7,000.00		
Miscellaneous	448000	-	-	-	-	-		
Admin Service Charge	448001	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00		
Credit Card Fees	448600	2,033.75	3,082.28	3,430.32	3,000.00	3,500.00		
Other Services & Charg	ges	40,673.27	33,372.62	33,653.26	45,425.00	41,175.00	-9.4%	

Recreation - Golf Course Clubhouse

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Buildings & Structures	450000	-	1,357.44	-	-			See Schedule D
Furniture & Fixtures	450001	-	•	-	-	-		
Other Improvements	453000	~	-	-	-	-		
Computer Equipment	453009	-	2,123.47	-	1,000.00	-		
Capital C	Outlay	-	3,480.91	-	1,000.00	-	-100.0%	
	Total	166,465.57	174,970.35	177,149.82	187,725.00	169,075.00	-9.9%	
Revenues								
Green Fees		264,070.04	279,133.15	-	299,565.00	299,975.00		Before sales tax
Evening League Fees		817.75	995.00	-	730.00	700.00		
Day League Fees		10,765.00	11,760.50	-	10,300.00	10,300.00		Over \$4000 used for prizes
Junior Golf League		8,009.41	2,617.10	-	1,650.00	2,210.00		
Equipment Sales		3,903.85	3,304.26	-	3,300.00	3,300.00		
Rental Equipment		7,026.43	7,117.48	-	7,000.00	7,000.00		
Concession Sales		17,883.18	19,533.19	-	18,000.00	18,000.00		
Clothing Sales			-	-		_	-	
Charges for So	ervice	312,475.66	324,460.68	-	340,545.00	341,485.00	0.3%	
Building Rental		2,228.02	2,450.59	-	2,000.00	2,000.00		
Pop Commissions		276.12	145.85	-	175.00	175.00		
Investment Income		14,694.62	22,492.00	-	14,000.00	14,000.00		
Miscellaneous			-	-				
Miscella	ineous	17,198.76	25,088.44	-	16,175.00	16,175.00	0.0%	
Total Revenues		329,674.42	349,549.12	_	356,720.00	357,660.00		
Total Expenditures		166,465.57	174,970.35	177,149.82	187,725.00	169,075.00		
Income		163,208.85	174,578.77	(177,149.82)	168,995.00	188,585.00		
Less Golf Maintenance Exp) .	(182,649.21)	(191,033.21)	-	(216,475.00)	(216,225.00)		
Net Income (loss) from Gol	f Operations	(19,440.36)	(16,454.44)	(177,149.82)	(47,480.00)	(27,640.00)		

Recreation - Golf Course Maintenance

		2006	2007	2008	2009 Adopted	2010	% Incr. (Decr.)	
Budget Item	Acct #_	Actual	Actual	Actual	Budget	<u>Adopted</u>	From 2009	Comments
Salaries - Regular	410000	62,897.79	75,796.95	80,063.31	100,000.00	100,000.00		
Vacation Pay	410001	8,910.07	7,439.09	4,844.02	100,000.00	100,000.00		
Sick Leave Pay	410002	1,617.44	268.80	803.59	_	_		
Holiday Pay	410003	3,666.36	3,288.54	3,287.38	_	_		
Overtime	411000	-	5,200.5	-	_	_		
Temp Employees	412000	18,693.75	7,304.95	7,907.29	13,650,00	13,650.00		
Employer Pension	414000	12,376.87	12,516.77	12,316.80	16,000.00	16,000.00		
Employer Insurance	415000	11,249.51	12,386.06	11,312.30	20,000.00	20,000.00		
Personal Service	•	119,411.79	119,001.16	120,534.69	149,650.00	149,650.00	0.0%	
i cisonal scivic		112,411.72	112,001.10	120,554.09	149,050.00	142,030.00	0.076	
Office Supplies	420000							C., C.J., J.J. D
Motor Fuel	420000	2,314.46	1,063.69	- 1,278.37	4.450.00	- 2 500 00		See Schedule B
Clothing	421000	2,314.46	281.59	521.96	4,450.00 500.00	3,500.00 500.00		
Vehicle Supplies	423000	2,347.39	3,845.09	3,378.53	5,300.00	5,300.00		
Operating Supplies	424000	14,905.64	17.786.88	15,537.12	17,000.00	17,000.00		
Merchandise for Sale	425000	250.00	17,780.88	,5,557.12	17,000.00	77,000.00		
Supplies and Materia	'	20,037.24	22,977.25	20,715.98	27,250.00	26,300.00	-3.5%	
Professional Services	430000	25.00	-	30.00	-	-		See Schedule C
Telephone	431000	1,005.19	813.09	834.40	1,000.00	1,000.00		
Postage	431100	1,218.20	35.43	22.09	-	-		
Transportation	432000	52.59	-	-	-	-		
Printing	434000	-	4,721.98	(4,197.93)	-	-		
Insurance	435000	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00		
Utilities	436000	•	-	-	1,000.00	1,200.00		
Contract Maint vehicles	437000	535.29	-	-	1,000.00	1,000.00		
Rental	438000	959.41	1,163.46	(110.95)	1,400.00	1,400.00		
Contract Maintenance	439000	1,951.89	2,427.64	3,481.30	3,000.00	3,500.00		
Conferences	440000	25.75	9.00	73.00	400.00	400.00		
Training	441000	-	253.00	•	275.00	275.00	•	
Memberships & Subscriptions	442000	211.00	281.20	206.00	500.00	500.00		
Depreciation	446000	14,000.00	19,768.00	19,718.00	16,000.00	16,000.00		\$16K added from Lonnie's submittal
Miscellaneous	448000	-	4,582,00	7,337.96	-	10,000,00		
Admin Service Charge	448001	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00		
Employee Recognition	448050	-	-	-	- .	-		
Other Services & Charg	ges	34,984.32	49,054.80	42,393.87	39,575.00	40,275.00	1.8%	

Recreation - Golf Course Maintenance

Budget Item	Acct #	2006 Actual	2007 Actual	2008 Actual	2009 Adopted Budget	2010 Adopted	% Incr. (Decr.) From 2009	Comments
Furniture & Fixtures	450001		-	-	-	-		See Schedule D
Vehicles / Equipment	452000	2,384.87	-	(500.00)	•	-		
Other Improvements	453000	5,830.99	-	5,545.38	-	-		
Computer Equipment	453009	-	-	_				
Capital Ou	tlay	8,215.86	-	5,045.38	-	-	#DIV/0!	
Т	otal	182,649.21	191,033.21	188,689.92	216,475.00	216,225.00	-0.1%	

12/21/09 Date:

Item: 12.a Attachment F

REQUEST FOR COUNCIL ACTION

Date:

12/21/09

Item No.:

Department Approval

City Manager Approval

Ctton K. mill

Item Description: Revisiting the 2009 Budget Adjustments

BACKGROUND

Earlier this year, the Council received a Staff report summarizing recommended adjustments to the 2009

Budget. These adjustments were made necessary due to the loss of \$400,000 in Market Value Homestead

Credit provided by the State.

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At the time these adjustments were made it was noted that some of the reductions were structural or on-6 going in nature, while others were temporary measures designed to provide financial relief in the current

year only. 8

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For informational purposes, the tables shown in Attachments A & B detail which items represent structural 10 changes, and which do not. With respect to the structural changes, it should be noted that while these reductions remain in place for 2010, the City Council could choose to restore funding in the future based on 12 service level needs. 13

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City Staff will be present at the meeting to address any Council inquiries regarding these spending 15 adjustments. 16

POLICY OBJECTIVE 17

Not applicable. 18

FINANCIAL IMPACTS 19

Not applicable. 20

STAFF RECOMMENDATION 21

Not applicable. 22

REQUESTED COUNCIL ACTION

For information purposes only. No formal Council action is requested. 24

Chris Miller, Finance Director Prepared by:

Attachments: A: Summary of 2009 Budget Adjustments

Attachment A – Structural (on-going) Budget Reductions

Division / Function	Item	Budget Reduction/ Savings
City Council	Advertising	\$ 500
City Council	Conferences	1,000
City Council	Employee recognition	500
City Council	Worksession expenses	200
Ethics Commission	General expenses	250
Administration	Citywide employee training	4,000
Administration	Employee career dev. training	3,000
Administration	Position advertising	5,000
Administration	Professional services	5,000
Administration	Temporary employees	3,000
Contingency	Reduced contingency	6,967
Parks & Recreation	Staff reorganization, reduction of 1.5 FTE's	75,000
Police	Leave Police Officer position vacant	64,539
Police	Lost citation revenue	5,994
Police	Reduction of 2 CSO positions	35,390
Police	Family Violence Network	6,050
Police	Digital Interview Room equipment	20,000
Police	City Hall Open House materials	600
Police	Citizen Park Patrol Shirts	300
Police	LEC Range	1,500
Police	Professional services	19,644
Police	Hiring physical / psych tests	2,725
Police	IAWP Conference	1,675
Police	Administrative tickets	1,304
Police	All Other Conferences	8,755
Fire	Reduce on-duty staffing	48,448
	Subtotal	\$ 321,341

Attachment B – Non-Structural (temporary) Budget Reductions

Division / Function	Item	Budget Reduction/ Savings
Human Rights Commission	General expenses	\$ 250
Elections	Supplies and materials	960
Legal	Professional services	5,675
Finance / Accounting	Reduced reception desk duties	16,260
Central Services	Reduced color copying	2,253
Insurance	Reduced internal charges	2,357
Building Maintenance	Professional services	20,000
Engineering	ROW, erosion control mgmt.	20,000
Street Maintenance	6-month vacancy in Staff position	31,148
Parks & Recreation	Program and service level cuts	36,000
Parks & Recreation	Reduce PIP	6,000
Pathway Maintenance	Program and service level cuts	4,124
Boulevard Maintenance	Program and service level cuts	1,767
Police	Explorer Program	1,285
Police	Junior Badges	1,000
Police	McGruff	1,600
Police	National Night Out	2,000
	Subtotal	\$ 152,679

	2010 Proposed Budget_Worksheet_Fund 723		2009 RHRA Meeting	<u>Change</u>
Account Number 723	Description	2009 Final Adopted	2010 Proposed	
123	Proposed Sources:	Budget Revenue	Budget Revenue	
	110poseu Sources.	Revenue	Revenue	
	Cash - Carry over end of year 2009 Investment Income	367,400.00 10,000.00	\$ 50,000.00 5,000.00	-317,400.00 0.00
	HRA Levy - Approved by City Council	258,000.00	353,500.00	95,500.0
	Home & Garden Fees Miscellaneous Income-Housing Bond Revenue	\$0 12,000.00	15,000.00 \$0	3,000.0
				0.00
	Total Revenue	647,400.00	423,500.00	-218,900.00
Account Number	Description	2009 Final Adopted	2010 Proposed	<u>Change</u>
723		Budget	Budget	
	Proposed Uses:	Expenses	Expenses	
70	Home & Garden Fair		Home & Garden Fair	
430000	Professional Services	3,600.00	1,800.00	-1,800.00
433000	Advertising	5,000.00	5,000.00	0.00
434000	Printing	5,000.00	5,000.00	0.00
438000	Rental	7,000.00	7,200.00	200.00
448000	Miscellaneous & Supplies (424000)	3,000.00	3,000.00	0.00
				0.00
70	Home & Garden Fair	23,600.00	22,000.00	-1,600.00
70		23,000.00		-1,000.00
72 430000	Multi Family Rehab Program Professional Services	_	Multi Family Rehab Program -	0.00
434000 448000	Printing Miscellaneous	-	-	0.00
	Other Services & Charges Har Mar 2009 Closing Commitment	100,000.00	-	0.00 -100,000.00
490000	Contractor Payments	300,000.00	150,000.00	-150,000.00
70	Multi Family Rehab Program Total	400,000,00	150,000,00	-250,000.00
72	Multi Family Renab Program Total	400,000.00	150,000.00	-230,000.00
73 430000	Ownership Rehab Program Professional Services-HRC	30,000.00	Ownership Rehab Program 30,000.00	0.00
433000	Advertising Other Services & Charges	-	-	0.00
490000	Capital Payments	-	-	0.00
	Green Book - How to do Energy Efficiency Pilot Program	-	5,000.00 5,000.00	5,000.00 5,000.00
	Energy Efficiency Filot Flogram		5,000.00	0.00
73	Ownership Rehab Program Total	30,000.00	40,000.00	10,000.00
74	First Time Buyer Program		First Time Buyer Program	
430000 433000	Professional Services Advertising	-		0.00
448000	Other Services & Charges (448000, 424000)	-	-	0.00
490000	Capital Payments-Work Force Housing	<u>-</u>		0.00
74	First Time Buyer Program Total	-	-	0.00
78	Neighborhood Enhancement Program		Neighborhood Enhancement Pro	ogram
430000	Prof Services	13,000.00	17,150.00	4,150.00
433000	Advertising	3,400.00	3,400.00	0.00
	Other Services & Charges	-	-	0.00
490000	Capital Payments-Abatment Assistance	_	_	0.00
.,,,,,,	- CAPAMI I NJ MONIO I I OMINION I 10000 MINIO			
78	Neighborhood Enhancement Program Total	16,400.00	20,550.00	4,150.00
82	Marketing_Studies			
430000 433000	Prof Services - Studies/-Single Family Ongoing Marketing-Cost for Design	11,000.00 15,000.00	2,500.00	-11,000.00 -12,500.00
433000	Expand Living Smarter Green Marketing	15,000.00	40,000.00	40,000.00
434000	Printing Marketing Materials-Implimentation	20,000.00	6,500.00	-13,500.00 0.00
448000	Miscellaneous-Postage		1,500.00	1,500.00
82	Marketing_Studies	46,000.00	50,500.00	4,500.00
00 430000	General HRA Expenditures Prof. Svs. (Staff, General Legal)	101,000.00	106,050.00	5,050.00
448001	Fiscal/Overhead Fee	3,400.00	5,325.00	1,925.00
441000 442000	Education (Training/Conferences) Mbrship/Subscriptions	1,650.00 350.00	1,725.00 350.00	75.00 0.00
448000	Other Services & Charges(448000, 424000, 4330	000)	2,000.00	2,000.00 0.00
00	General HRA Expenditures	106,400.00	115,450.00	9,050.00
	Budget Subtotal	622,400.00	398,500.00	-223,900.00
	Reserves	25,000.00	25,000.00	0.00

REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 12.b

Department Approval

City Manager Approval

Cttyl K. mille

Womalinen

Item Description: Adopt the 2010 Final HRA Tax Levy

BACKGROUND

State Statute requires all municipalities that have levy authority over other governmental agencies to adopt a final tax levy for that agency by December 30th 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. The final levy amount must not exceed the preliminary levy that was established in September.

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At the July 27, 2009 City Council meeting, representatives of the HRA presented an overview of the 2008-2012 Strategic Plan which included a status update of current programs and suggested work plan for 2010. On August 31, 2009, the HRA formally adopted a resolution calling for a 2010 Recommended Tax Levy in the amount of \$353,500, an increase of \$95,500 from the current levy. A copy of the resolution is attached.

11 12 13

Representatives of the HRA will be in attendance to speak to the request.

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The following table summarizes the estimated tax impact on **residential** homes, based on the HRA's recommended 2010 tax levy, estimates provided by Ramsey County, and <u>assuming a 5% decrease in property valuation</u>.

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Value of	2009	2010	\$ Increase	% Increase
Home	Actual	Estimated	(decrease)	(decrease)
\$ 175,000	\$ 10	\$ 13	\$ 3	32 %
200,000	11	15	4	32 %
235,000	13	17	4	32 %
275,000	15	20	5	32 %
300,000	17	22	5	32 %

20 21

The amounts shown above are independent of the impact that results from the City's tax levy.

22 POLICY OBJECTIVE

- Adopting a final HRA tax levy is required under Mn State Statutes in order to make it effective the
- following year.

25 FINANCIAL IMPACTS

See above.

27 STAFF RECOMMENDATION

- Staff Recommends the Council adopt or modify the attached resolution setting the 2010 Final HRA Tax
- 29 Levy.

32

30 REQUESTED COUNCIL ACTION

Motion to adopt or modify the attached resolution establishing the 2010 Final HRA Tax Levy.

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution to adopt the 2010 Final HRA Tax Levy

B: Resolution adopted by the HRA requesting a 2010 Tax Levy

33	EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE
34 35	CITT COUNCIL OF THE CITT OF ROSEVILLE
36 37	Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Rosevill County of Ramsey, Minnesota, was held on the 21st day of December, 2009, at 6:00 p.m.
38 39	The following members were present
40 41	and the following were absent:
42 43	Memberintroduced the following resolution and moved its adoption:
44 45 46. I	RESOLUTION NO RESOLUTION SUBMITTING THE HOUSING AND REDEVELOPMENT AUTHORITY, IN
47 48	AND FOR THE CITY OF ROSEVILLE, SPECIAL PROPERTY TAX LEVY ON REAL ESTATE TO THE RAMSEY COUNTY AUDITOR FOR THE FISCAL YEAR OF 2010
495051	NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville. Minnesota, as follows:
52535455	The request of the Housing and Redevelopment Authority, in and for the City of Roseville, for special levy per Minnesota Statues Section 469.033, is hereby authorized in the amount of \$353,500 to be collected in 2010 for the purposes of Minnesota Statutes Section 469.001 to 469.047.
56575859	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:
60 61	and the following voted against:
62 63 64	WHEREUPON said resolution was declared duly passed and adopted.
65 66	State of Minnesota)) SS Country of Remove)
67 68 69	County of Ramsey) I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Roseville, County of Ros
70 71	Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minute of a regular meeting of said City Council held on the 21st of December, 2009 with the original thereof of
72 73	file in my office.
74 75	WITNESS MY HAND officially as such Manager this 21st day of December, 2009.
76	
77 78	William J. Malinen
79	City Manager

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 31st day of August, 2009, at 6:00 p.m.

The following members were present: Members Michael Tracy; William Masche; Susan Elkins; and Chair Maschka; Tammy Pust

and the following were absent: Members Bill Majerus and Josh Fuhrman

Commissioner Pust introduced the following resolution and moved its adoption

Resolution No. 35

A Resolution Adopting A Tax Levy in 2009 Collectible in 2010

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 2010, upon the taxable property of the City for the purposes of the General Levy described in Section 1.02 above:

Amount:	\$353,500
Amount.	0355;500

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 31st day of August, 2009.

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 31, 2009.

I further certify that Commissioner Pust introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner Tracy and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof: Members Michael Tracy; William Masche; Susan Elkins; and Chair Maschka; Tammy Pust

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 31st day of August, 2009.

Executive Director

Housing and Redevelopment Authority in and for the City of Roseville, Minnesota

REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 12.c

Department Approval

City Manager Approval

Cttyl K. mille

Item Description: Final Consideration on Certifying Unpaid Utility and Other Charges to the

Property Tax Rolls

BACKGROUND

On November 23, 2009 the City Council certified unpaid utility and other charges for collection on the 2010 property tax rolls. During the discussion, the Council heard from two property owners who indicated that they had recently purchased the property and that the delinquent charges were incurred by the previous property owner. Those property owners subsequently asked if the Council would waive the assessment considering the circumstances. The properties in question included:

841 County Road B2

❖ 2011 Brenner Avenue

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In response to this request, the Council directed the City Attorney to determine whether they had the discretion to waive assessments for these particular instances. The City Attorney's Office has completed their review and has issued a legal opinion on the matter. A copy of their opinion is included in *Attachment A*.

As described in the Attorney's opinion, because of the way the City Code is written, the City Council does NOT have the authority to waive the assessment for any circumstances. Based on this conclusion, all proposed assessments should remain in place.

POLICY OBJECTIVE

20 Certifying delinquent charges is consistent with City Code.

21 FINANCIAL IMPACTS

22 Not applicable.

STAFF RECOMMENDATION

Staff recommends the Council certify all unpaid utility and other charges for collection on the 2010

25 property taxes.

REQUESTED COUNCIL ACTION

Motion adopting a secondary resolution approving the certification of unpaid utility and other charges to the County Auditor for collection on the 2010 property taxes for the properties noted in the Staff Report.

29

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Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution adopting delinquent utilities and other charges

B: City Attorney opinion, dated December 9, 2009

C: E-Mail from Mr. Mark Hadler

30	EXTRACT OF MINUTES OF MEETING OF THE
31	CITY COUNCIL OF THE CITY OF ROSEVILLE
32	
33	* * * * * * * * *
34	
35 36	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 21st day of December, 2009 at 6:00 p.m.
37	County of Rumsey, Minnesota was duly held on the 21st day of December, 2009 at 0.00 p.m.
38	The following members were present:
39	and the following were absent:
40	
41	Member introduced the following resolution and moved its adoption:
42	DEGOL LIEVAN
43	RESOLUTION
44	DECOLUTION DIDECTING THE COUNTY AUDITOD TO
45	RESOLUTION DIRECTING THE COUNTY AUDITOR TO
46	LEVY UNPAID WATER, SEWER AND OTHER CITY CHARGES FOR PAYABLE 2010 or BEYOND
47	BEIOND
48 49	WHEREAS, the City Code of the City of Roseville, Sections 506, 801, 802, and 906 provides that the City
50	may certify to the County Auditor the amounts of unpaid sewer, water, and other charges to be entered
51	as part of the tax levy on said premises:
52	as part of the tax lovy on said premises.
53	NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, as
54	follows:
55	
56	
57	1. Exhibit "A" attached hereto and made a part thereof by reference is a list of parcels of real property
58	lying within the City limits which are served by the City of Roseville, and on which there are unpaid city
59	water, sewer, and other charges as shown on the attached Exhibit "A".
60	
61	2. The Council hereby certifies said list and requests the Ramsey County Auditor to include in the real
62	estate taxes due the amount set forth in Schedule A.
63	
64	The motion for the adoption of the foregoing resolution was duly seconded by member and upon a
65	vote being taken thereon, the following voted in favor thereof:

66

67 68 and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

Page 3 of 5

State of Minnesota) 70) SS 71 County of Ramsey) 72 73 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of 74 Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes 75 of a regular meeting of said City Council held on the 21st day of December, 2009 with the original thereof 76 on file in my office. 77 78 WITNESS MY HAND officially as such Manager this 21st day of December, 2009. 79 80 81 82 William J. Malinen 83 City Manager 84 85 Seal 86

87		Exhibit A		
88				
89				
90	<u>Lot Address</u>	<u>PIN #</u>	<u>Amount</u>	
91	841 County Road B2	112923130031	\$ 50.79	
92	2011 Brenner	042923220037	\$ 33.43	
93				

94

Scott T. Anderson

Direct Phone: (612) 225-6814 Direct Fax: (612) 225-6836 sta@ratwiklaw.com

Christian R. Shafer

Direct Fax: (612) 225-6838 crs@ratwiklaw.com



December 9, 2009

Mr. Christopher K. Miller Finance Director City of Roseville 2660 Civic Center Drive Roseville, MN 55113-1899

> Assessment Waiver Question RE:

> > Our File No. 4002(1)-0001

Dear Mr. Miller:

At a recent Council meeting, the Council asked whether the City Council has the authority to waive assessments levied pursuant to City Code Sections 801.16(D) and 802.12(E). The short answer is no, the City Council does not have such authority.

Pursuant to Section 801.16(D), "[a]ny amount due for water charges in excess of 90 days past due *shall* be certified to the County Auditor for collection with real estate taxes." Similarly, Section 802.12(E) requires that "[a]ny amount due for sewer charges...in excess of 90 days past due *shall* be certified to the County Auditor for collection with real estate taxes."

The word "shall" is mandatory. See Minn. Stat. § 645.44, subd. 16. Therefore, any sewer or water charges that are more than 90 days overdue must be certified to the County Auditor for collection as an assessment. The City Code does not give the Council the choice.

State Bar Association

^{*} Also admitted in WI ** Civil Trial Specialist

Mr. Miller December 9, 2009 Page 2 of 2

Please feel free to contact us with any questions or concerns.

Very/truly/yours,

Scott T. Anderson Christian R. Shafer

STA/crs

RRM: 137728/crs

Chris Miller

From: Sent:

Monday, December 14, 2009 8:40 PM

To: Subject: Chris Miller utility assessment

Chris, I am writing to express my frustration with the manner in which the city handled a delinquent water bill for the property my wife and I own at 2011 Brenner Ave in Roseville. We purchased this home on March 11th, 2008. At the time of closing \$334.10 was directed towards the outstanding water bill for the property and an additional \$110 was held in escrow for the payment of the final water bill. After we moved in we established an account with the city and have paid every water bill we have received. On October 9th, 2009 we received notice that we owe \$33.43 from a deleted account for this property. This was 20 months after the final water bill should have been prepared for the previous owner/occupant. I am unsure if the city ever attempted to collect this bill. I am certain we never received a bill at this location. If we had received a bill, the money to pay it would have been available in the escrow account. Because the city failed to act on this for this length of time we have no recourse to pass this final bill on to the proper party. I attended the city council meeting on November 23rd, 2009 to express my desire to have this delinquent amount waived because it was for utility service prior to my owning the property and because of the city's delay in informing me of the delinquent amount. I was informed in a letter dated December 11th, 2009 that the city council has no ability to waive this assessment because of the way the city code is written. I feel this matter was handled poorly by the city and I now bear the cost. I understand it is only \$33.43 but I do not like to see the city handle situations in this manner. I will be out of town during the next city council meeting. Please pass this information along to the council members.

Thank you,

Mark Hadler

REQUEST FOR COUNCIL ACTION

Date: 12/21/09 Item No.: 12.d

Department Approval City Manager Approval

Womalinen

Item Description: Approve City Manager's Appointments and Authorize City Manager to

execute Contracts for Civil and Prosecuting Legal Services

1 BACKGROUND

On December 7, 2009 the Roseville City Council authorized the City Manager to initiate

- negotiations with the law firm of Jensen, Bell, Converse & Erickson P.A. for Civil Legal
- Services and for Prosecution Services and to return with those negotiated contracts for approval
- of his appointments and acceptance of the negotiated contracts at the December 21, 2009
- 6 meeting.

7 **BUDGET IMPLICATIONS**

- 8 The fees for Prosecution services will remain unchanged. The fees for Civil Legal Services will
- be a "not-to-exceed" expense comparable to current expense levels.

10 STAFF RECOMMENDATION

- Approve the City Manager appointment of Jensen, Bell, Converse & Erickson, P.A. as City
- 12 Attorney.
- Approve the City Manager appointment of with Jensen, Bell, Converse & Erickson, P.A. as City
- 14 Prosecutor.

15 REQUESTED COUNCIL ACTION

- Approve the City Manager appointment of, and authorize the City Manager to execute a contract
- for Civil legal services with the law firm of Jensen, Bell, Converse & Erickson, P.A.
- Approve the City Manager appointment of, and authorize the City Manager to execute a contract
- for Prosecution legal services with the law firm of Jensen, Bell, Converse & Erickson, P.A.

Prepared by: William J. Malinen, City Manager Attachments: A: Contract for Civil legal services

B: Contract for Prosecution legal services

C: Summary of 2010 Legal Services RFP process

Standard Agreement for Professional Services

This Agreement is made on theday of	, 2009, between the City of
Roseville, Minnesota, whose business address is 2660 Civic Center	Drive, Roseville, MN 55113-1899
(hereinafter "City"), and Jensen, Bell, Converse & Erickson, P.	A., a Minnesota professional
corporation whose business address is 1500 Wells Fargo Place, 30	East Seventh Street, St. Paul, MN
55101 and Erickson, Bell, Beckman & Quinn, P. A., a Minnesota	a professional corporation whose
business address is 1500 Wells Fargo Place, 30 East Seventh Stree	t, St. Paul, MN 55101, (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 provision of professional services by Consultant for Civil legal services hereinafter referred to as the "Work".

The City and Consultant agree as follows:

- 1. **Scope of Work/Proposal.** The Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Work. The terms of this standard agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions.
- 2. **Term.** The term of this Agreement shall be from 1-1-2010 through 12-31-2012, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
- 3. **Compensation for Services.** City agrees to compensate the Consultant for the services as described in Exhibit A as follows:
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
 - c. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

- 4. *City Information.* The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - a. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.
 - b. Consideration of the Consultant's Work. The City shall give thorough consideration to all memorandums, opinions, reports, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
 - c. Standards. The City shall furnish the Consultant with a copy of any standard or criteria that may be required in the performance of the Work.
 - d. Owner's Representative. The City Manager shall act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
- 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
 - a. Progress Payment. The Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.
 - b. Payments for Special Consultants. The Consultant shall be reimbursed for the work of special consultants, as described in Section 3B, and for other items when authorized in writing by the City.
 - c. Claims. To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "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."
- 6. **Project Manager and Staffing.** The Consultant has designated Charles R. Bartholdi and Caroline Bell Beckman to perform the Work. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace these designated staff from the Project without the approval of the City, unless Consultant replaces such person with another capable person.

- 7. **Performance Evaluation.** The parties agree that a performance evaluation shall be conducted annually.
- 8. **Standard of Care.** All Work performed pursuant to this Agreement shall be in accordance with the standard of care in Ramsey County, Minnesota for professional services of the like kind.
- 9. Audit Disclosure. Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval, unless otherwise required under Minnesota law. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.
- 10. Termination. This Agreement may be terminated by either party by thirty (30) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the work identified in Paragraph 1.
- 11. **Subcontractor.** The consultant may enter into subcontracts for services provided under this Agreement. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
- 12. *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.
- 13. *Non-Discrimination*. During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants 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 paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program 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.
- 14. **Assignment.** The parties agree to the assignment of this Agreement by Jensen, Bell, Converse & Erickson, P. A. to Erickson, Bell, Beckman & Quinn, P. A. on February 1, 2010. From January 1, 2010 through January 31, 2010, Jensen, Bell, Converse & Erickson, P. A. shall be the Consultant and have all of the rights, and be responsible for all of the obligations, of the Consultant under this Agreement. From February 1, 2010 through December 31, 2012, Erickson, Bell, Beckman & Quinn, P. A. shall be the Consultant and have all of the rights, and be responsible for all of the obligations, of the Consultant under this Agreement. Except for the foregoing assignment, neither

- party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
- 15. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.
- 16. **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.
- 17. *Entire Agreement.* The entire agreement of the parties is contained herein. This Agreement supersedes all 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.
- 18. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. 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 of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
- 19. *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.
- 20. Indemnification. Consultant agrees to defend, indemnify and hold the City, its officers, 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, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.
- 21. *Insurance.* Consultant shall procure and maintain the following minimum insurance coverages and limits of liability during the pendency of this Agreement:
 - A. Worker's Compensation Statutory Limits
 - B. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide an aggregate limit of at least \$2,000,000. Said policy shall not name the City as an insured. A copy of the Consultant's insurance declaration page, Rider

and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 20, 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 paragraph.

C. Effect of Consultant's Failure to Provide Insurance. If Consultant fails to provide the specified insurance, then 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. 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 in this subparagraph 20 C, 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.

- 22. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement except for personal notes and writings of Consultant's attorneys, staff, agents and subcontractors ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
- 23. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Service 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.

- 24. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.
- 25. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void. Any federal regulations and applicable state statutes shall not be violated.
- 26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Executed as of the day and year first written above.

CITY OF ROSEVILLE
City Manager
JENSEN, BELL, CONVERSE & ERICKSON, P. A.
Ву:
lts:
ERICKSON, BELL, BECKMAN & QUINN, P. A.
Ву:
Its:

RRM: #137785/lmj

Exhibit A

Civil Attorney

Scope of Services and Compensation

Scope of Services

- 1. Attend all City Council meetings (generally three per month) and other City Board, Commission or Committee meetings as requested by the City Council or City Manager.
- 2. Draft and review ordinances, resolutions, and correspondence, as requested.
- 3. Review selected Council and Planning Commission agenda items and minutes.
- 4. Advise Mayor, Council Members, City Manager, Department Heads and other staff on City legal matters.
- 5. Prepare and/or review municipal contracts, such as contracts for public improvements, joint powers agreements, construction, and purchase of equipment.
- 6. Represent City in matters related to the enforcement of City building and zoning codes.
- 7. Research and submit legal opinions on municipal or other legal matters, as requested by City Council or City Manger.
- 8. Meet with the City Council, City Manager, Department Heads and City Staff, as needed, to review Council agenda items, and the status of all legal matters before the City.
- 9. Hold office hours at City Hall one morning or afternoon each week.
- 10. Provide legal briefings as requested to City Council and Staff regarding new or proposed legislation or new court cases affecting municipal operations and activities.
- 11. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.

- 12. Provide advice on open meeting law, data practice, records retention and privacy issues.
- 13. Represent the City in employment related issues, labor negotiations including mediation and arbitration, Civil Service Commission, administrative hearings and in litigation involving same.
- 14. Interpret, advise and provide training with respect to municipal employment matters including but not limited to PERA, labor agreements, personnel policy, FLSA, Veterans' Preference, and unemployment compensation.
- 15. At the City's discretion (as well as the discretion of any insurance company providing coverage), represent the City in litigation including, but not limited to, human rights claims; condemnation; permits and administrative actions; and labor and employment matters including mediation and arbitration.
- 16. At the City's discretion, represent the City in uninsured claims and other insurance matters.
- 17. In coordination with other attorneys representing the City on a case-by-case or project-by-project basis, review financing arrangements, special assessments, bonds and insurance requirements required by or for City contracts or activities, and interpret and advise the City regarding State land use statutes and regulations and City Code provisions.
- 18. Represent the City in the acquisition of properties for public improvements, easements, and parks.
- 19. Represent the City in condemnation proceedings for public improvement projects.
- 20. Represent the City in workers' compensation matters.
- 21. Initiate litigation, and mediation or arbitration proceedings, on behalf of City as requested by City Council.
- 22. Prepare and review the following: Conditional Use Permits and Documentation; Vacation of Rights-of-Way; and other land use approval documents.
- 23. Issue formal and informal advisory Ethics opinions, and assist the Roseville Ethics Commission, City Council and City Staff in matters related to the City Ethics Code, including providing training.

Compensation for the foregoing work shall be as follows:

Retainer:	Per Month
Months 1-12	\$12,500.00
Months 13-24	\$12,875.00
Months 25-36	\$13,261.00

In addition, thereto the City shall pay to the Consultant out-of-pocket expenses, such as filing fees, transcript fees, photocopying (at \$.25 per page for black and white copies and \$1.00 per page for color copies), messenger fees, etc. for documents and materials required to be served and/or filed by the court. Such expenses are posted to the monthly retainer fee statement on a cost item basis.

Standard Agreement for Professional Services

This Agreement is made on theday of_	, 2009, between the City of
Roseville, Minnesota, whose business address is 2660 C	Civic Center Drive, Roseville, MN 55113-1899
(hereinafter "City"), and Jensen, Bell, Converse & Erickson	n, P. A., a Minnesota professional corporation
whose business address is 1500 Wells Fargo Place, 30	East Seventh Street, St. Paul, MN 55101 and
Erickson, Bell, Beckman & Quinn, P. A., a Minnesota pro	fessional corporation whose business address
is 1500 Wells Fargo Place, 30 East Seventh Street, St. Pa	aul, MN 55101, (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 provision of professional services by Consultant for prosecuting legal services hereinafter referred to as the "Work".

The City and Consultant agree as follows:

- 1. **Scope of Work/Proposal.** The Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Work. The terms of this standard agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions.
- 2. **Term.** The term of this Agreement shall be from 1-1-2010 through 12-31-2012, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
- 3. **Compensation for Services.** City agrees to compensate the Consultant for the services as described in Exhibit A as follows:
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
 - c. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

- 4. *City Information.* The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - a. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.
 - b. Consideration of the Consultant's Work. The City shall give thorough consideration to all memorandums, opinions, reports, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the Work of the Consultant.
 - c. Standards. The City shall furnish the Consultant with a copy of any standard or criteria that may be required in the performance of the Work.
 - d. Owner's Representative. The City Manager shall act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
- 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
 - a. Progress Payment. For work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.
 - b. Suspended Work. If any work 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 receipt of written notice from the City of such suspension, all as shown on Exhibit A.
 - c. Payments for Special Consultants. The Consultant shall be reimbursed for the work of special consultants, as described in Section 3B, and for other items when authorized in writing by the City.
 - d. Claims. To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "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."
- 6. **Project Manager and Staffing.** The Consultant has designated Charles R. Bartholdi and Caroline Bell Beckman to perform the Work. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant

- may not remove or replace these designated staff from the Project without the approval of the City, unless Consultant replaces such person with another capable person.
- 7. **Performance Evaluation.** The parties agree that a performance evaluation shall be conducted annually.
- 8. **Standard of Care.** All Work performed pursuant to this Agreement shall be in accordance with the standard of care in Ramsey County, Minnesota for professional services of the like kind.
- 9. Audit Disclosure. Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval, unless otherwise required under Minnesota law. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.
- 10. Termination. This Agreement may be terminated by either party by thirty (30) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the work identified in Paragraph 1.
- 11. **Subcontractor.** The consultant may enter into subcontracts for services provided under this Agreement. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
- 12. *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.
- 13. **Non-Discrimination**. During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants 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 paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program 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.
- 14. **Assignment.** The parties agree to the assignment of this Agreement by Jensen, Bell, Converse & Erickson, P. A. to Erickson, Bell, Beckman & Quinn, P. A. on February 1, 2010. From January 1, 2010 through January 31, 2010, Jensen, Bell, Converse & Erickson, P. A. shall be the Consultant and have all of the rights, and be responsible for all of the obligations, of the Consultant under this

Agreement. From February 1, 2010 through December 31, 2012, Erickson, Bell, Beckman & Quinn, P. A. shall be the Consultant and have all of the rights, and be responsible for all of the obligations, of the Consultant under this Agreement. Except for the foregoing assignment, neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

- 15. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.
- 16. **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.
- 17. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all 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.
- 18. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. 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 of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
- 19. *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.
- 20. *Indemnification.* Consultant agrees to defend, indemnify and hold the City, its officers, 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, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.
- 21. *Insurance.* Consultant shall procure and maintain the following minimum insurance coverages and limits of liability during the pendency of this Agreement:
 - A. Worker's Compensation Statutory Limits
 - B. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy

shall provide an aggregate limit of at least \$2,000,000. Said policy shall not name the City as an insured. A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 20, 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 paragraph.

C. Effect of Consultant's Failure to Provide Insurance. If Consultant fails to provide the specified insurance, then 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. 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 in this subparagraph 20 C, 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.

- 22. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement except for personal notes and writings of Consultant's attorneys, staff, agents and subcontractors ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
- 23. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Service 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.

- 24. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.
- 25. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void. Any federal regulations and applicable state statutes shall not be violated.
- 26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Executed as of the day and year first written above.

CITY OF ROSEVILLE
City Manager
JENSEN, BELL, CONVERSE & ERICKSON, P. A
By:
lts:
ERICKSON, BELL, BECKMAN & QUINN, P. A.
By:
Its:

RRM: #137785/lmj

Exhibit A

Prosecuting Attorney

Scope of Services and Compensation

Scope of Services

- 1. Represent and prosecute all criminal law matters within the City's jurisdiction, included but not limited to scheduling, coordinating officer appearances, reviewing all criminal cases presented for purposes of prosecution, determine technical compliance with criminal code and other state statutes, writing complaints, making recommendations to the Court for alternatives to prosecution where appropriate.
- 2. Act as a resource to the Police Department in the development of criminal cases and provide training sessions for Police staff as needed.
- 3. Timely preparation and pursuit of disposition of criminal cases in advance of actual Court cases to avoid unnecessary officer court time.
- 4. Process and present forfeiture cases on behalf of Police Department.
- 5. Draft and review ordinances, resolutions, and correspondence, as requested.
- 6. Advise Mayor, Council Members, City Manager, Department Heads and other staff on City legal matters.
- 7. Represent City in matters related to the enforcement of City building and zoning codes.
- 8. Provide legal briefings as requested to City Council and Staff regarding new or proposed legislation or new court cases affecting municipal operations and activities.
- 9. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.
- 10. Prosecute petty misdemeanors, misdemeanors, and gross misdemeanors. Prepare and appear at arraignments, pretrial hearings, probation revocation hearings, omnibus hearings, Rasmussen hearings, Florence hearings, court trials, jury trials, bail motions, in-custody arraignments, expungement hearings, motion hearings and sentencings. This includes all appearances at the Maplewood Branch of Ramsey County District Court, the Law Enforcement Center (LEC), and the Ramsey County Courthouse in St. Paul.
- 11. Prepare files for court, including assembling witness lists, preparing subpoenas, copying statutes or ordinances for trials, etc. Request certified documents such as driver's records, motor vehicle records, prior convictions, orders for protection, bank records, police reports, transcripts from prior hearings, plea petitions from prior hearings, ordinances and other information required for court.

- 12. Comply with discovery requests from defendants, including gathering records with regard to intoxilyzers, police training, criminal records of witnesses, taped Miranda warnings, copy of 911 calls, copy of any video taped evidence, etc.
- 13. Prepare letters and notices associated with various court trials and hearings. These include letters to victims, notice of hearings and changes of dates of hearings. Notification of officers of upcoming trials.
- 14. Maintain correspondence and telephone conferences with various agencies including law enforcement agencies, courts, Minnesota correctional facilities, victims/witnesses, defendants/defense attorneys, social workers, child protection, psychiatrists, victim advocates representatives, hospitals, banks, insurance companies, probation officers, BCA, etc.
- 15. Prepare and respond to motions of defense counsel including, but not limited to, motions to dismiss, motions to vacate plea, motions in limine, and Doggett motions.
- 16. Meet with victims of domestic abuse and discuss cases with them. Work with Tubman Family Alliance office and advocates.
- 17. Training and legal update of officers. Provide written materials including preparing and providing booklets and other handouts.
- 18. Preparation of reports of prosecution activities and staff.
- 19. Twenty-four hour availability, including weekends, for probable cause to detain determination and all other questions or assistance.

Compensation for the foregoing work shall be as follows:

Retainer:	Per Month		
Months 1-12	\$ 11,240.00 ¹		
Months 13-24	\$ 11,577.00		
Months 25-36	\$ 11,924.00		
Non-Retainer	Per Hour		
Months 1-12	\$ 175.00		
Months 13-24	\$ 180.00		
Months 25-36	\$ 185.00		
Paralegal/Law Clerk	Per Hour		
Months 1-12	\$ 90.00		
Months 13-24	\$ 93.00		
Months 25-36	\$ 95.00		

Other Fees Charged:

Vehicle Forfeiture Fees (as required under current Minnesota State Statutes regarding vehicle forfeitures or other asset forfeitures allowed by law from criminal cases). Currently, we handle forfeiture cases for the following agencies: Roseville Police Department, Ramsey County Sheriff's Department, East State Highway Patrol, West State Highway Patrol and North St. Paul Police Department.

The Firm initially handled vehicle forfeiture work on an hourly basis, then it was changed to a contingency fee, and more recently we are back to billing on an hourly basis. We propose an hourly arrangement (which we believe most our clients prefer) at \$175.00 an hour.

Other items not covered by our retainer are advocacy before the Court of Appeals or Minnesota Supreme Court, which are extremely rare. Any appeals would be covered on an hourly basis.

Messenger fees, copies and Westlaw Costs are billed separately as costs and are not included in the retainer.

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¹ This rate is our rate for 2008 which was frozen again in 2009. Due to the recession we have frozen our rates for all of our municipal prosecution clients for 2010.

Summary Report of Process to select firms for Civil and Prosecution Legal Services

Background

The City of Roseville retains outside firms or individuals to provide professional services in many areas including: Legal; Appraisal; Planning and Landscape Design; Audit; and Engineering, Architectural and Environmental. Roseville's Civil and Prosecution Legal Services contracts will expire on December 31, 2009.

On October 17, 2009, the Roseville City Council approved a Professional Services Policy to ensure consistency, public confidence in process integrity, the best "overall" value and to ensure a regular, consistent review of professional services. On October 24, the Council appointed Mayor Klausing to assist with the evaluation and interview candidate firms for the Civil Attorney services.

In accordance with the newly adopted Professional Services Policy (PSP), a process for the Request for Proposals (RFP)/Qualifications was initiated featuring a "Best Overall Value" approach, which provides respondents with the opportunity to provide information that justifies awarding a contract to the firm with the best value proposal for the City, not based solely on the lowest cost.

Calendar of Events

In preparation for selecting firms for possible legal services, City staff reviewed the list of our legal firm contacts. Staff also searched the League of Minnesota Cities (LMC) directory for names of law firms serving cities with a population of 15,000 to 100,000.

The City determined early in the process to use electronic transmittals only.

On October 10, the City emailed two emails to 36 law firms. The first email included an Introduction of the City's Best Overall Value process, and the second email contained the Civil and Prosecuting RFPs. The City also posted the RFP on the LMC and the City of Roseville's websites.

On October 21, the City conducted two preproposal meetings. Attendance at these meetings was mandatory to be considered. Ten firms attended the Civil preproposal meeting, and six firms attended the Prosecution preproposal meeting.

At those meetings, City Manager Bill Malinen provided an overview of the "Best Overall Value" RFP Process and specific details and requirements of the RFP, including:

- Reference List and Surveys of Past Performance
- Firm Background and Qualifications
- Risk Assessment and Value Added (RAVA)
- Interviews
- Terms and Conditions

Mr. Malinen reiterated to all attendees that any inquiries be directed to Executive Assistant Margaret Driscoll, and all responses would be emailed to all qualified firms.

In response to a question received at the meeting, the most recent 36-month history of the number of retainer and non-retainer hours billed was emailed to attendees after the meeting.

By October 27, the City had also responded to inquiries about the following topics:

- Survey Code Assignment
- Clients to be sent Survey of Past Performance
- City Council meeting schedule
- Firms eligible to submit RFP
- References to include on reference list
- OK to submit proposal even though firm did not attend Preproposal meeting?
- Item #3E regarding responsiveness at council meetings
- Documents to include with proposal

The City received two Prosecution proposals and five Civil proposals from eligible firms by the November 12 deadline. The Executive Assistant assigned each proposal a respondent identification code and removed all names. This ensured a "blind" analysis of information per the best value approach.

Upon review of the proposals, it was determined that two prosecution and three civil firms were eligible for interviews. However, while reviewing data, staff realized that one of the firms selected for an interview had not included all required items in their proposal. The internal "Panel of Experts" directed staff to request all Civil Attorney respondents to confirm which of the required items were included in the retainer.

By assigned identification code, staff reviewed responses to request for confirmation of which of the required services to be included in the retainer were actually in the retainer. Based on replies, a different, smaller pool of respondents were interviewed on November 20.

At the interview, the firm called "Civ 2" confirmed that all items requested in RFP were included in their proposed retainer; whereas the firm identified as "Civ 5" clarified that not all items listed in the RFP were included in retainer.

Using a blind process, the Civil Legal Services proposals were reviewed and ranked by five management staff. The Prosecuting Legal Services proposals were reviewed and ranked by four management staff. Firms are evaluated and assigned a value for:

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Fees (25%)
Past Performance (25%)
Background and Qualifications (20%)
Risk Assessment – Value Added (5%)
Interviews (25%)
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At the December 7 City Council meeting, City Manager Malinen requested approval of his appointment of Jensen, Bell, Converse and Erickson, PA for Civil and Prosecuting Attorneys

Conclusion

Although the development of this Best Values Procurement Process was arduous, City staff learned a lot. Staff believes it offers a thorough, fair, honest and objective manner to select the best legal firm(s). Electronic communication simplified the process, and it ensured that all firms received identical information at the same time.

This was the first time to put together this Best Overall Value process, and we will be able to use what we've learned to implement the process in all future professional service selections.

REQUEST FOR COUNCIL ACTION

Date: December 21, 2009

Item No.: 12.e

Department Approval City Manager Approval

Wymalinen

Item Description: Approve Standard Agreement for Professional Services

1 BACKGROUND

- Staff have worked to develop a standard professional agreement that the City can use for all professional services contracts. Adopting such a form will:
 - allow the City standardized expectations of services;
 - provide the City with a starting point for all contracts;
 - inform potential vendors of our City's expectations and work practices; and
 - allow the City Council to know what is included in all agreements without having to read each agreement word for word.
- 9 The proposed Standard Agreement for Professional Services has been prepared by the City
- Attorney and reviewed by the League of Minnesota Cities Insurance Trust (LMCIT) attorney.
- It is possible that some aspects of the agreement could be modified (e.g. different insurance
- 12 requirements).

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13 POLICY OBJECTIVE

- Allow the City Council and staff to negotiate contracts fully and openly.
- 15 FINANCIAL IMPACTS
- Potential cost saving by reducing staff time dedicated to contract negotiations.
- 17 STAFF RECOMMENDATION
- Approve the proposed Standard Agreement for Professional Services.
- 19 REQUESTED COUNCIL ACTION
- 20 Approve the proposed Standard Agreement for Professional Services.

Prepared by: William J. Malinen, City Manager

Attachments: A: Proposed Standard Professional Services Agreement

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Standard Agreement for Professional Services

Rosev Rosev	ille, Mi	Industrial and a greement is made on theday ofnnesota (hereinafter "City"), whose business address J 55113-1899, and	is 2660	Civic Center	City of Drive,	
		Solution	whose	business a	address	
		Preliminary Statement				
profes provid to set for	sional sing such	adopted a policy regarding the selection and hiring of conservices for City projects. That policy requires that policy services enter into written agreements with the City. The terms and conditions for the provision of professions of the provision of professions.	ersons, f e purpose	irms or corpo	orations ment is	
nerein	atter ret	erred to as the "Work".				
The C	ity and (Consultant agree as follows:				
1.	Scope of Work/Proposal. The Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Work. The terms of this standard agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions.					
2.	Term. The term of this Agreement shall be fromthrough, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.					
3.	 Compensation for Services. City agrees to compensate the Consultant for the services described in Exhibit A as follows: 				ices as	
A. Any changes in the scope of the work which may result in an compensation due the Consultant shall require prior written approval to representative of the City or by the City Council. The City will not compensation for services that do not have prior written authorization.				oval by an aut ill not pay ad	horized	
	B.	Special Consultants may be utilized by the Consultant when specialized nature of the Project and when authorized in v			nplex or	
	C.	If Consultant is delayed in performance due to any cause including but not limited to strikes, riots, fires, acts of God of a third party, or actions or inactions of City, the t	, governm	ental actions,	actions	

payment for its reasonable additional charges, if any, due to the delay.

extended by a period of time lost by reason of the delay. Consultant will be entitled to

- 4. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - A. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.
 - B. Consideration of the Consultant's Work. The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
 - C. Standards. The City shall furnish the Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.
 - D. Owner's Representative. A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
- 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
 - A. Progress Payment. For work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.
 - B. Suspended Work. If any work 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 receipt of written notice from the City of such suspension, all as shown on Exhibit A.
 - C. Payments for Special Consultants. The Consultant shall be reimbursed for the work of special consultants, as described in Section 3B, and for other items when authorized in writing by the City.
 - D. Claims. To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "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."

- 6. **Project Manager and Staffing.** The Consultant has designated ______and ____to serve on the Project. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace these designated staff from the Project without the approval of the City.
- 7. **Standard of Care.** All Work performed pursuant to this Agreement shall be in accordance with the standard of care in Ramsey County, Minnesota for professional services of the like kind.
- 8. **Audit Disclosure.** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.
- 9. **Termination.** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the work identified in Paragraph 1.
- 10. Subcontractor. The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, 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 employee or applicants 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 paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program 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.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
- 14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.
- 15. **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.
- 16. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all 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.
- 17. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. 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 of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
- 18. **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.
- 19. *Indemnification.* Consultant agrees to defend, indemnify and hold the City, its officers, 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, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.

20. Insurance.

- A. General Liability. Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor 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 Paragraph, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.
- B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Worker's Compensation Statutory Limits

Employer's Liability \$500,000 each accident

\$500,000 disease policy limit \$500,000 disease each employee

Comprehensive Liability \$1,000,000 property damage per occurrence

\$2,000,000 general aggregate

\$2,000,000 Products – Completed Operations

Aggregate

\$100,000 fire legal liability each occurrence

\$5,000 medical expense

Comprehensive Automobile

Liability \$1,000,000 combined single limit (shall include coverage

for all owned, hired and non-owed vehicles.

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

- a. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- b. Products and Completed Operations Property Damage coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work.
- c. Personal injury with Employment Exclusion (if any) deleted.
- d. Broad Form CG0001 0196 Contractual Liability coverage, or its equivalent.
- e. Broad Form Property Damage coverage, including completed operations, or its equivalent.
- f. Additional Insured Endorsement(s), naming the "City of Roseville" as an Additional Insured, on ISO form CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01, or an endorsement(s) providing equivalent coverage to the Additional Insureds. ISO form CG 20 10 07 04, and later versions of said form, are not acceptable.
- g. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.
- h. "Stop gap" coverage for work in those states where Workers' Compensation insurance is provided through a state fund if Employer's liability coverage is not available.
- i. Incidental Malpractice and Host Liquor Liability insurance applicable to the Consultant's performance under this Agreement.

- j. Severability of Insureds provision.
- D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide an aggregate limit of \$2,000,000. Said policy shall not name the City as an insured.
- E. Consultant shall maintain in effect all insurance coverages required under this Paragraph 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 specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:
 - a. All polices, except the Professional Liability Insurance policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
 - b. All polices, except the Professional Liability Insurance policy, shall be apply on a "per project" basis;
 - c. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville":
 - d. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured:
 - e. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and
 - f. All polices shall contain a provision that coverages afforded there under shall not be canceled or non-renewed or restrictive modifications added, without ten (10) 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 20, 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 paragraph.

F. Effect of Consultant's Failure to Provide Insurance. If Consultant fails to provide the specified insurance, then 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 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.

- 21. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
- 22. Dispute Resolution/Mediation. Each dispute, claim or controversy arising from or related to this Service 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

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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.

- 23. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.
- 24. **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 Contract. The violation of this provision renders the Contract void. Any federal regulations and applicable state statutes shall not be violated.
- 25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Executed as of the day and year first written above.

CITY OF ROSEVILLE
Mayor
City Manager
FIRM NAME
By:
Its:

RRM: #137785/lmj Rev 12/21/09

1 REQUEST FOR COUNCIL ACTION 2 3 Date: 12/21/09 4 Item No.: 13.a 5 Department Approval City Manager Approval Dona Bacon 6 7 Discussion of Council Subcommittee and City Manager Item Description: Performance Review Process 8 9 10 BACKGROUND 11 On 11/23/09 Councilmember Roe requested an item to discuss and update the process for the City Manager annual performance review. Councilmember Roe noted that the City 12 13 Manager's annual review was forthcoming; and asked for an agenda item to discuss the 14 process and subcommittee selection. The 2009 process and evaluation form is attached for review and discussion. 15 16 REQUESTED COUNCIL ACTION Discuss and determine the 2010 Councilmember sub-committee and City Manager 17 18 performance review process. 19 Prepared by: Eldona Bacon, Human Resources Manager 20

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PURPOSE

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CITY OF ROSEVILLE, MINNESOTA 2009 EVALUATION OF CITY MANAGER

In order to establish and maintain effective City Council and City Manager relations, the Council has established an ongoing evaluation process designed to gather information relevant to the performance of the City Manager. Through this process, the Council intends to focus on how effectively the City Manager is accomplishing the goals established by the Council and how he is

Specifically, the evaluation process is expected to serve the following needs:

carrying out his responsibilities in key performance areas.

- 1. Allow the City Manager and Council to test, identify, and refine their respective roles, relationships, and expectations of responsibilities to each other.
- 2. Allow discussion of the City Manager's strengths and weaknesses as demonstrated by performance during the evaluation period, with the objective of increasing the City Manager's effectiveness by giving the Council the opportunity to provide positive feedback in areas that have been handled well and to clarify areas where the City Manager could become more effective through improved performance.

PROCESS

- 1. For the first year of the evaluation process, a Subcommittee of the Council was designated, consisting of Councilmembers Dan Roe and Tammy L. Pust. Those two Councilmembers were responsible for distributing, receiving and compiling the evaluation information for later discussion with the full Council and the City Manager. The evaluation form was provided to the City Manager; the Mayor and City Councilmembers; all Department Heads; two City of Roseville staff who were not Department Heads, as identified by the City Manager; all Advisory Commission Chairs; and all Imagine Roseville 2025 Steering Committee members.
- 2. In 2009, Mayor Klausing performed the work of the subcommittee for later discussion with the full Council and the City Manager. The 2009, a survey was conducted on-line using Survey Monkey to collect and compile the evaluation information. An email containing a unique individual link to the survey was sent to the City Manager; the Mayor and City Councilmembers; all Department Heads; two City of Roseville staff who are not Department Heads, as identified by the City Manager; all Advisory Commission Chairs as well as John Thein, Jan Vanderwall, Julie Larson, Amy Carey, Thelma McKenzie, Susan Nemitz, Jan Parker, and Don Salverda. The unique link ensured that only the designated email account user was able to access the survey, and that the survey was only accessed once. The survey was able to be completed in a single session of 15-20 minutes.

- 3. As in the past, identification information was requested as part of the evaluation; the identity of specific evaluators was not shared with the City Manager. This information was requested only so that the subcommittee can track who responded. Specific identification information is kept confidential by the Subcommittee; the City Manager was provided with a summary of all ratings and comments that will identify responders by category and not by name.
- 4. The compiled summary was then discussed by the Council and the City Manager at a closed Session of the City Council in compliance with the Minnesota Open Meeting law.

INSTRUCTIONS

- 1. The attached evaluation form encompasses six primary areas: (I) Organizational and Human Resources Management; (II) Fiscal/Business Management; (III) Relationship with Mayor and Council; (IV) Long-Range Planning/Strategic Plan; (V) Relationship with Public/Public Relations; and (VI) Intergovernmental Relations. The form includes space for you to include comments for each performance area. You are encouraged to note specific examples explaining the particular ratings chosen in order to give the City Manager enough information to build on successes and address problem areas in his work plan for 2009.
- 2. In order to avoid ambiguity, each performance area is defined in terms of agreed-upon performance standards, including the conditions that have to be met in order to decide the extent to which the expectations have been met.
- 3. You will be given five choices for rating performance in each area: Severely Below Expectations, Below Expectations, Meets Expectations, Exceeds Expectations, Greatly Exceeds Expectations. Each choice is assigned a numeric value which will be used to determine a mean and a median rating.
- 4. Please begin by completing the following information:

Name:	[This information is confidential.]
Category of Evaluator: [Check one]	
Member of the City Council	
Department Head or City Staff	
Advisory Commission Chair	
Other	
City Manager	

1 PERFORMANCE EVALUATION FOR 2 **CITY MANAGER BILL MALINEN** 3 **Evaluation Period: January 2008 through December 2008** 4 5 I. ORGANIZATIONAL AND HUMAN RESOURCES MANAGEMENT 6 7 RESPONSIBILITY 8 9 • Plans and organizes the work that goes into providing services established by past and current decisions of the Council. 10 • Plans and organizes work that carries out polices adopted by the Council and developed by 11 12 Staff. 13 • Plans and organizes responses to public requests and complaints or areas of concern brought to the attention of the Staff by Council and Staff. 14 • Evaluation and knowledge of current technology. 15 Selecting, leading, directing, and developing staff members. 16 17 18 PERFORMANCE STANDARD 19 20 Organizational and Human Resources Management will be considered effective when a majority of the conditions have been successfully fulfilled. 21 22 • Well qualified, promising persons are recruited and employed. 23 24 • Effectively utilizes subordinates' skills when delegating, and clearly defines and follows up on delegated responsibilities. 25 • Employees are appropriately placed, contributing to a high retention rate. 26 27 Supervisory techniques motivate high performance. Complaints to Council are not common. 28 29 The organization is aware of new trends in technology. 30 31 32 Rating: ___1 2 3 5 33 Below Meets Exceeds 34 **Expectations Expectations Expectations** 35 36 37 Comments: (Observations of Evaluator) 38 39 40 41 Suggestions for Improvements: (Specific area(s) that need strengthening) 42 43 44 45 Commendations: (Area(s) of performance calling for praise/commendation)

II. FISCAL/BUSINESS MANAGEMENT RESPONSIBILITY • Plans and organizes the preparation of an annual budget with documentation, etc., that conforms to guidelines adopted by the Council. • Plans, organizes, and administers the adopted budget with approved revenues and expenditures. • Plans, organizes, and supervises most economic utilization of manpower, materials, and machinery. Plans and organizes a system of reports for Council that provide the most up-to-date data available concerning expenditures and revenue. Directs maintenance of City-owned facilities, buildings, and/or equipment. PERFORMANCE STANDARD Fiscal/Business Management will be considered effective when a majority of the conditions have been successfully fulfilled. Budget preparation and management are thorough and effective. • Cost-effective measures are persistently pursued. • Financial reporting is timely and readily understandable. • Physical facilities management is efficient. Rating: Below Meets Exceeds Expectations **Expectations Expectations** Comments: (Observations of Evaluator) Suggestions for Improvements: (Specific area(s) that need strengthening) Commendations: (Area(s) of performance calling for praise/commendation)

III. RELATIONSHIP WITH MAYOR AND COUNCIL

RESPONSIBILITY

- Maintains effective communication, both verbal and written, with Council.
- Maintains availability to Council, either personally or through designated subordinates.
- Establishes and maintains a system of reporting to Council current plans and activities of the Staff.
- Plans and organizes materials for presentations to the Council, either verbally or written, in the most concise, clear, and comprehensive manner possible.

PERFORMANCE STANDARD

Relations with the Mayor/Council will be considered effective when a majority of the conditions have been successfully fulfilled.

- Materials, reports, presentations and recommendations are clearly and convincingly made.
- Facilitates Council action, including adoption of ordinances, coordinates agenda preparation and provides information and background required by Council.
- Communications are made in a timely, forthright, and open manner.
- Keeps all Council Members well-informed and involved on issues that should be addressed or monitored for possible action.
- Responses to requests are made promptly and completely.
- Recommendations appear to be thoroughly researched.
- Demonstrates what s/he says can be accepted at face value.
- Maintains respect for Council, takes a consistent position, and holds confidences.
- Ensures a system is in place to report to Council current plans, activities, and events of the City.
- Remains open and accessible to all members of the City Council equally.

31	Rating:	1	2	3	4	5
32		Below		Meets		Exceeds
33		Expectation	S	Expectations		Expectations
34		•		•		•
35	Comments: (Observations	of Evaluator))		
36						
37						
38						
39	Suggestions f	or Improveme	ents: (Specifi	c area(s) that nee	ed strengthening)	
40		-	· -			
41						
42						
43						
44	Commendation	ons: (Area(s)	of performan	ce calling for pra	aise/commendatio	n)
45		. , ,	-			•

IV. LONG-RANGE PLANNING/STRATEGIC PLAN

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RESPONSIBILITY

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- Maintains knowledge of new technologies, systems, methods, etc., in relation to City services.
- Keeps Council advised of new and impending legislation and developments in the area of public policy.
- Plans and organizes a process of program planning in anticipation of future needs and problems.
- Establishes and maintains an awareness of developments occurring within other cities or other jurisdictions that may have an impact on City activities.
- Plans, organizes, and maintains a process for establishing community goals to be approved or adopted by Council and monitoring and status reporting.

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17 18 PERFORMANCE STANDARD

Strategic planning will be considered effective when a majority of the conditions have been successfully fulfilled.

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- A well-constructed, long-range strategic plan is currently in operation.
- Annual operational plans are carried out by staff members.
- An on-going monitoring process is in operation to attain quality assurance in program and project implementation.
- Program evaluation and personnel evaluation are inter-related with the strategic planning process.
- Legislative knowledge is current and complete.

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MAJOR STRATEGIC GOALS:

31 32 The City's long-range goals are those defined by Imagine Roseville 2025.

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34 Rating: 35

___1
Below
Expectations

___2

Meets
Expectations

___4

Exceeds
Expectations

36 37 38

Comments: (Observations of Evaluator)

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Suggestions for Improvements: (Specific area(s) that need strengthening)

44 45

Commendations: (Area(s) of performance calling for praise/commendation)

1 V. RELATIONSHIP WITH PUBLIC/PUBLIC RELATIONS 2 3 RESPONSIBILITY 4 5 Plans, organizes, and maintains training of employees in contact with the public, either by phone or in person. 6 Ensures that an attitude and feeling of helpfulness, courtesy, and sensitivity to public 7 8 perception exists in employees coming in contact with the public. 9 Establishes and maintains an image of the City to the community that represents service, vitality and professionalism. 10 Establishes and maintains a liaison with private, non-governmental agencies, organizations, 11 12 and groups involved in areas of concern that relate to services or activities of the City. 13 14 PERFORMANCE STANDARD 15 Communication services will be considered effective when a majority of the conditions have been 16 17 successfully fulfilled. 18 19 Contacts with the media are timely and credible. 20 Publications are varied and consistently well-received by citizens. 21 Feedback from the public and the community leadership is positive. 22 City has good image with comparable organizations. 23 24 25 Rating: ___1 Exceeds 26 Below Meets 27 Expectations Expectations **Expectations** 28 29 Comments: (Observations of Evaluator) 30 31 32 33 Suggestions for Improvements: (Specific area(s) that need strengthening) 34 35 36 37 Commendations: (Area(s) of performance calling for praise/commendation)

RESPONSIBILITY • Maintains awareness of developments and plans in other jurisdictions that may relate to or affect City government. • Establishes and maintains a liaison with other governmental jurisdictions in those areas of service that improve or enhance the City's programs. • Maintains communications with governmental jurisdictions with which the City is involved or interfaces. PERFORMANCE STANDARD Intergovernmental relations will be considered effective when a majority of the conditions have been successfully fulfilled. Sufficient activity with municipal and professional organizations. Regarded as leader by municipal officials. Provides examples of good ideas from other jurisdictions. Positive relationship with surrounding cities. Good cooperation with County and State agencies. Understands problems of other agencies and jurisdictions in achieving City objectives. Constructively cooperative in interacting with other agencies and jurisdictions in achieving City objectives. Rating: Below Meets Exceeds Expectations **Expectations Expectations** Comments: (Observations of Evaluator) Suggestions for Improvements: (Specific area(s) that need strengthening) Commendations: (Area(s) of performance calling for praise/commendation)

VI. INTERGOVERNMENTAL RELATIONS