



City Council Agenda

Monday, January 23, 2012

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|--|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for January: Pust, Willmus, Johnson, McGehee and Roe |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports and Announcements |
| 6:15 p.m. | 5. Recognitions, Donations and Communications <ul style="list-style-type: none">a. Proclaim February Black History Monthb. Accept Granite Foundation Donationc. Accept Donation to Police Department from Hugh and Julie Thibodeau |
| 6:20 p.m. | 6. Approve Minutes <ul style="list-style-type: none">a. Approve Minutes of January 9, 2012 Meeting |
| 6:25 p.m. | 7. Approve Consent Agenda <ul style="list-style-type: none">a. Approve Paymentsb. Approve Business Licensesc. Approve General Purchases and Sale of Surplus items in excess of \$5000d. Receive Imagine Roseville 2025 Quarterly Updatee. Receive Shared Services Quarterly Updatef. Receive City Grant Applications Quarterly Updateg. Award Contract for Operation of a Clean Up Dayh. Approve Terms of 2012-2013 IUOE Local 49 Maintenance Workers Contracti. Adopt a Resolution Categorizing City Fund Balances in Accordance with New Governmental Standards |

- j. Adopt Resolution Approving the State of MN Agency Agreement between Dept. of Transportation and City of Roseville For Federal Participation in Construction
- k. Receive City Council Work Plan Report
- 6:35 p.m. **8. Consider Items Removed from Consent**
- 9. General Ordinances for Adoption**
- 10. Presentations**
- 6:45 p.m. a. Legislative Update
- 7:05 p.m. b. Living Smarter Home and Garden Fair
- 7:10 p.m. c. Senior Programs in Roseville/Sara Barsel
- 11. Public Hearings**
- 12. Business Items (Action Items)**
- 7:20 p.m. a. Consider City Abatement for Unresolved Violations of City Code at 835 County Road B
- 7:30 p.m. b. Consider City Abatement for Unresolved Violations of City Code at 2751 Galtier
- 7:40 p.m. c. Adopt a Resolution Amending the City's Investment Policy
- 7:50 p.m. d. Adopt a Resolution Rejecting Proposed Grass Lake Water Management Organization Joint Powers Language and to Petition Dissolution
- 8:05 p.m. e. Adopt Ordinance Amending Title Seven, Section 703.04, to Exempt Publicly Owned and Operated Public Safety Facilities from Driveway Width Maximum Regulations
- 13. Business Items – Presentations/Discussions**
- 8:15 p.m. a. Discuss Amending the Tobacco Ordinance
- 8:30 p.m. b. Consider Adopting Financial Policies as Ordinances
- 8:40 p.m. c. Discuss Funding Change for Engineer Position in Public Works
- 8:55 p.m. d. Discuss a Process for 2013/2014 Strategic Planning
- 9:25 p.m. e. City Manager Goals
- 9:35 p.m. **14. City Manager Future Agenda Review**
- 9:40 p.m. **15. Councilmember Initiated Items for Future Meetings**

9:50 p.m. **16. Adjourn**

Some Upcoming Public Meetings.....

Tuesday	Jan 24	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Jan 30	6:00 p.m.	Special City Council Meeting for Strategic Planning
Wednesday	Feb 1	6:30 p.m.	Planning Commission—cancelled
Tuesday	Feb 7	1:00 p.m.	Police Civil Service Commission (Annual Meeting)
Wednesday	Feb 8	6:30 p.m.	Ethics Commission
Thursday	Feb 9	6:30 p.m.	Parks & Recreation Commission
Monday	Feb 13	6:00 p.m.	City Council Meeting
No Feb. Meeting			Human Rights Commission
Thursday	Feb 16	4:00 p.m.	Grass Lake Water Management Organization
Monday	Feb 20		City Offices Closed - Presidents' Day
Tuesday	Feb 21	6:00 p.m.	Housing & Redevelopment Authority
Monday	Feb 27	6:00 p.m.	City Council Meeting
Tuesday	Feb 28	6:30 p.m.	Public Works, Environment & Transportation Commission

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



Black History Month February 2012

Whereas: The City of Roseville is committed to recognizing and honoring the contributions of all members of our community; and

Whereas: Negro History Week was established in 1926 by Dr. Carter Godwin Woodson as a way to neutralize the deliberate distortion of Black History; and

Whereas: This movement grew over the years to Black History Month to give an objective and scholarly balance in American and World History; and

Whereas: The month of February was selected as Black History Month because it marks the birth of Frederick Douglass, W.E.B. DuBois, Langston Hughes and Abraham Lincoln, leaders whose actions greatly impacted the lives of the American black population; and

Whereas: In 2012, Black History Month celebrates Black Women in American Culture and History; and

Whereas: The contributions African Americans made to our nation's economic strength as well as to our history, music, arts, written words and discoveries are often overlooked; and

Whereas: The City of Roseville invites all members of the Roseville community to renew their commitment to ensuring racial equality, understanding and justice.

Now, Therefore Be It Resolved, that the City Council hereby declare February 2011 to be Black History Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this twenty-third day of January 2012.

Mayor Daniel J. Roe

REQUEST FOR COUNCIL ACTION

Date: January 23, 2012
Item No.: 5 . b

Department Approval



City Manager Approval



Item Description: **Acceptance of Granite Foundation Donation**

BACKGROUND

The Granite Foundation is a local, family foundation that provides assistance to non-profit organizations and individuals that have temporary, minor, or a one-time financial need. The Foundation provides resources to a multitude of people and organizations under various circumstances and has previously donated funds to the Police Department. The Granite Foundation approached the department with the offer of funding to support its mission of public safety, and the department proposed that any available funds be used to purchase: a GPS web based mobile positioning system; a Hewlett Packard *Slate* computer tablet; and, assistance in upgrading the Department's current Integrated Biometric Identification System (IBIS).

The Granite Foundation has donated funds to the Roseville Police Department in the amount of \$6,000.

POLICY OBJECTIVE

The GPS unit and *Slate* computer tablet will be utilized by the Department's Investigations division and IMPACT. The upgraded IBIS will be utilized by the Department's Patrol division.

BUDGET IMPLICATIONS

The \$6,000 from the Granite Foundation covers the purchases and upgrade mentioned above.

STAFF RECOMMENDATION

The police department administrative staff recommends the City Council allow the police department to accept the \$6,000 in funding from the Granite Foundation.

REQUESTED COUNCIL ACTION

Allow the police department to accept the \$6,000 in funding from the Granite Foundation.

Prepared by: Rick Mathwig, Chief of Police
Attachments: A: Granite Foundation letter

Attachments: A

Granite Foundation

January 3, 2012

Roseville Police Department
Attn: Rick Mathwig, Chief of Police
2660 Civic Center Drive
Roseville, MN 55113

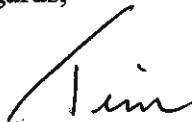
Dear Chief Mathwig:

As per our correspondence, please accept our donation of \$6,000 to be used for:

1. GPS web based mobile positioning system
2. HP Slate tablet
3. Upgrading current Integrated Biometric Identification System

Thanks for the all the service of your staff and officers.

Regards,



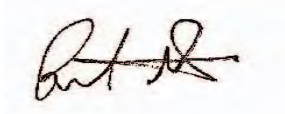
Timothy F. Madden

**690 Cleveland Avenue South
St. Paul, MN 55116**

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/23/12
Item No.: 5.C

Department Approval



City Manager Approval



Item Description:

RECOGNIZING AND ACCEPTING A DONATION FROM HUGH AND JULIE THIBODEAU

BACKGROUND

Longtime friends of the police department, Hugh and Julie Thibodeau, have donated \$10,000 to the department to fund the acquisition of a new K9 to replace retiring K9 Velo. The Thibodeau's are requesting that any funds not needed to purchase a replacement K9 be placed in the police department's K9 fund for future use.

OBJECTIVE

Allow the police department to accept the \$10,000 donation from the Thibodeau's to be used by the police department per the Thibodeau's request.

FINANCIAL IMPACTS

There is no cost to the city.

STAFF RECOMMENDATION

Allow the police department to accept the Thibodeau's \$10,000 donation and recognize the Thibodeau's formally to show our appreciation for their generous support of the police department.

REQUESTED COUNCIL ACTION

Request Council approval to accept the Thibodeau's donation and recognize the Thibodeau's to show our appreciation for their generous support of the City's police department.

Prepared by: Rick Mathwig, Chief of Police
Attachments: A. Donation Letter

Memorandum

To: Police Chief Rick Mathwig

From: Hubert and Julianne Thibodeau

Date: 1/9/2012

Re: Funding for new police dog.



In support of the Roseville Police Department, Julie and I would like to fund the acquisition of a new police dog to replace the retiring Velo.

Enclosed is a check for Ten Thousand Dollars to cover the cost of acquiring a new dog.

Any funds not needed for the purchase of the new dog should be placed into the K-9 Unit fund for future expenses.

Date: Jan. 23, 2012

Item: 6.a

Approve Minutes of
January 9, 2012 City
Council Meeting

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 1/23/2012
Item No.: 7.a

Department Approval

Christopher L. Miller

City Manager Approval

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

State Statute requires the City Council to approve all payment of claims. The following summary of claims has been submitted to the City for payment.

Check Series #	Amount
ACH Payments	\$235,079.14
64078-65117	\$249,811.56
Total	\$484,890.70

A detailed report of the claims is attached. City Staff has reviewed the claims and considers them to be appropriate for the goods and services received.

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director
Attachments: A: n/a

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 1/18/2012 - 11:20 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/04/2012	Telecommunications	Printing	Greenhaven Printing	Jan/Feb Newsletter Printing	4,640.00
0	01/04/2012	Housing & Redevelopment Agency	Printing	Greenhaven Printing	Jan/Feb Newsletter Printing	1,000.00
0	01/04/2012	General Fund	Contract Maintenance	City of St. Paul	Wireless CAD System Access	675.00
0	01/04/2012	Recreation Fund	Clothing	John Brown	Boot Reimbursement Per Union Cont	106.00
0	01/04/2012	General Fund	Transportation	Steve Zweber	Mileage Reimbursement	128.06
0	01/04/2012	Storm Drainage	Transportation	Steve Zweber	Mileage Reimbursement	167.20
0	01/04/2012	General Fund	Clothing	Allen Knoll	Boot Reimbursement Per Union Cont	139.99
0	01/04/2012	License Center	Transportation	Jill Theisen	Mileage Reimbursement	206.46
0	01/04/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	908.00
0	01/04/2012	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	250.00
0	01/04/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	1,400.00
0	01/04/2012	Housing & Redevelopment Agency	Advertising	Jeanne Kelsey	Living Smarter Posters Reimburseme	121.72
0	01/04/2012	Sanitary Sewer	Sanitary Sewer	City of Maplewood	Sanitary Sewer & Storm Drainage-4tl	45,469.33
0	01/04/2012	Storm Drainage	Storm Drainage Fees	City of Maplewood	Sanitary Sewer & Storm Drainage-4tl	3,873.00
0	01/04/2012	Storm Drainage	Storm Drainage Fees	City of Maplewood	Collection Fees	-12.00
0	01/04/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.56
0	01/04/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	1,538.42
0	01/04/2012	General Fund	Operating Supplies	Steve Zweber	Internet Weather Service Reimbursem	159.51
0	01/04/2012	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	Locknut, Machine Screw	24.51
0	01/04/2012	General Fund	209001 - Use Tax Payable	McMaster-Carr Supply Co	Sales/Use Tax	-1.58
0	01/04/2012	General Fund	Contract Maintenance Vehicles	Minnesota Spring & Suspension, LLC	Vehicle Repair	707.79
0	01/04/2012	General Fund	209001 - Use Tax Payable	Minnesota Spring & Suspension, LLC	Sales/Use Tax	-10.79
0	01/04/2012	Telecommunications	Furniture and Fixtures	EPA Audio Visual, Inc.	Sony Projector	1,334.87
0	01/04/2012	General Fund	Vehicle Supplies	Napa Auto Parts	Switch	8.31
0	01/04/2012	General Fund	209001 - Use Tax Payable	Napa Auto Parts	Sales/Use Tax	-0.53
0	01/04/2012	General Fund	Vehicle Supplies	Napa Auto Parts	Credit	-14.74
0	01/04/2012	General Fund	Vehicle Supplies	Napa Auto Parts	Fuse	29.33
0	01/04/2012	General Fund	209001 - Use Tax Payable	Napa Auto Parts	Sales/Use Tax	-1.89
0	01/04/2012	Police - DWI Enforcement	Professional Services	Life Safety Systems	Duress Button Replacement	350.00
0	01/04/2012	General Fund	Operating Supplies	Uline	Utility Cart	207.94
0	01/04/2012	General Fund	Operating Supplies	Metro Fire	Secure Door Kits	411.47
0	01/04/2012	General Fund	209001 - Use Tax Payable	Metro Fire	Sales/Use Tax	-26.47
0	01/04/2012	Golf Course	Utilities	Xcel Energy	Golf	414.65
0	01/04/2012	General Fund	Utilities	Xcel Energy	Fire Station #1	1,714.85

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/04/2012	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	2,353.62
0	01/04/2012	Recreation Fund	Utilities	Xcel Energy	Skating	34,375.82
0	01/04/2012	General Fund	Utilities	Xcel Energy	Traffic Signal & Street Lights	3,339.20
0	01/04/2012	Storm Drainage	Utilities	Xcel Energy	Storm Water	15.44
0	01/04/2012	General Fund	Utilities	Xcel Energy	Street Lights	59.70
0	01/04/2012	General Fund	Utilities	Xcel Energy	Street Lights	99.61
0	01/04/2012	Information Technology	Operating Supplies	Newegg Computers, Inc.	Floppy Byte	23.49
0	01/04/2012	Information Technology	Use Tax Payable	Newegg Computers, Inc.	Sales/Use Tax	-1.51
0	01/04/2012	General Fund	Vehicle Supplies	Grainger Inc	Vehicle Wash and Wax	232.88
0	01/04/2012	Information Technology	Computer Software	SHI International Corp	Windows Server	1,843.59
0	01/04/2012	General Fund	Vehicles & Equipment	Ziegler Inc	2011 CIP - Sullair 260 Air Compressc	5,790.66
0	01/04/2012	Storm Drainage	Vehicles / Equipment	Ziegler Inc	2011 CIP - Sullair 260 Air Compressc	5,790.66
0	01/04/2012	Water Fund	Vehicles / Equipment	Ziegler Inc	2011 CIP - Sullair 260 Air Compressc	5,790.68
0	01/04/2012	Police Vehicle Revolving	Capital Outlay	Streicher's	Flashlights	1,880.79
0	01/04/2012	P & R Contract Maintenance	Clothing	North Image Apparel, Inc.	Shirts	166.25
0	01/04/2012	Fire Station 2011	Professional Services	Frattalone Companies	Firestation Demolition	35,038.00
Check Total:						163,101.85
0	01/10/2012	Recreation Fund	Memberships & Subscriptions	MRPA	2012 Membership Renewal-Agency	1,050.00
0	01/10/2012	Recreation Fund	Memberships & Subscriptions	MRPA	2012 Membership Renewal-Individua	490.00
0	01/10/2012	P & R Contract Maintenance	Memberships & Subscriptions	MRPA	2012 Membership Renewal-Evenson	70.00
0	01/10/2012	Recreation Fund	Memberships & Subscriptions	MRPA	2012 Membership Renewal-Tullberg,	140.00
Check Total:						1,750.00
0	01/12/2012	Recreation Fund	Operating Supplies	R & R Specialties of Wisconsin, Inc	Freight-Missed Payment	10.08
0	01/12/2012	Recreation Fund	Operating Supplies	R & R Specialties of Wisconsin, Inc	Freight Missed Payment-Late Fee	1.50
0	01/12/2012	Recreation Fund	Operating Supplies	R & R Specialties of Wisconsin, Inc	Freight Missed Payment	9.46
0	01/12/2012	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	22.35
0	01/12/2012	Recreation Fund	Operating Supplies	Goodin Corp.	PVC	41.13
0	01/12/2012	Recreation Fund	Operating Supplies	Goodin Corp.	Credit	-35.36
0	01/12/2012	TIF District #17-Twin Lakes	Professional Services	SRF Consulting Group, Inc.	Twin Lakes Parkway Project Professi	659.91
0	01/12/2012	Contracted Engineering Svcs	Deposits	SRF Consulting Group, Inc.	Twin Lakes Walmart Traffic Study Re	431.10
0	01/12/2012	General Fund	Operating Supplies	ARAMARK Services	Coffee Supplies	325.63
0	01/12/2012	General Fund	Vehicle Supplies	Aspen Equipment Company	Vehicle Supplies	42.75
0	01/12/2012	General Fund	Contract Maint.- Old City Hall	Collins Electrical Construction Co.	Fire Station Pole Removal	1,475.00
0	01/12/2012	Fire Station 2011	Professional Services	Frattalone Companies	Soil Removal, Transite Piping	14,695.00
0	01/12/2012	Workers Compensation	Professional Services	SFM Risk Solutions	Work Comp Administration	942.00
0	01/12/2012	General Fund	Operating Supplies	City of St. Paul	Paper	428.57
0	01/12/2012	General Fund	209001 - Use Tax Payable	City of St. Paul	Sales/Use Tax	-27.57
0	01/12/2012	Recreation Fund	Transportation	Jill Anfang	Mileage Reimbursement	293.04
0	01/12/2012	General Fund	Transportation	Eldona Bacon	Mileage Reimbursement	111.00
0	01/12/2012	Recreation Fund	Professional Services	Barbara Carlson	Community Band Librarian	117.00
0	01/12/2012	Recreation Fund	Transportation	Rick Schultz	Mileage Reimbursement	37.19

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/12/2012	General Fund	Transportation	Debra Bloom-Heiser	Mileage Reimbursement	1,279.51
0	01/12/2012	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping Acct: 760402	31.50
0	01/12/2012	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections-Dec 2011	4,993.92
0	01/12/2012	General Fund	Vehicle Supplies	Midway Ford Co	Vehicle Supplies	21.63
0	01/12/2012	Recreation Fund	Contract Maintenance	Catco Parts & Service Inc	U-Joint	40.32
0	01/12/2012	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Battery	79.08
0	01/12/2012	Recreation Fund	Operating Supplies	Voss Lighting	Supplies	166.73
0	01/12/2012	TIF District #17-Twin Lakes	P-SS-ST-W-10-17 Contractor Pay	WSB & Associates, Inc.	Twin Lakes Phase 2 Construction	241.00
0	01/12/2012	Recreation Fund	Operating Supplies	Able Hose & Rubber Inc	Fittings	58.56
0	01/12/2012	Sanitary Sewer	Operating Supplies	MacQueen Equipment	8" Blade	153.94
0	01/12/2012	General Fund	Vehicle Supplies	MacQueen Equipment	Air Seal	152.33
0	01/12/2012	General Fund	Vehicle Supplies	Napa Auto Parts	Circuit Breaker	45.53
0	01/12/2012	General Fund	209001 - Use Tax Payable	Napa Auto Parts	Sales/Use Tax	-2.93
0	01/12/2012	General Fund	Vehicle Supplies	Napa Auto Parts	Supplies	7.48
0	01/12/2012	General Fund	209001 - Use Tax Payable	Napa Auto Parts	Sales/Use Tax	-0.48
0	01/12/2012	General Fund	Operating Supplies	Ancom Communications	Pager Supplies	4,944.04
0	01/12/2012	General Fund	209001 - Use Tax Payable	Ancom Communications	Sales/Use Tax	-318.04
0	01/12/2012	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	222.12
0	01/12/2012	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	222.12
0	01/12/2012	Storm Drainage	Professional Services	Gopher State One Call	FTP Tickets	222.11
0	01/12/2012	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	90.52
0	01/12/2012	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	90.52
0	01/12/2012	Storm Drainage	Professional Services	Gopher State One Call	FTP Tickets	90.51
0	01/12/2012	General Fund	Contract Maintenance Vehicles	Midway Ford Co	Starter Replacement	420.18
0	01/12/2012	General Fund	Contract Maintenance Vehicles	Mister Car Wash	Vehicle Washes	100.80
0	01/12/2012	General Fund	Other Improvements	Alternative Business Furniture, Inc.	Office Shelving, Worksurface	1,118.63
0	01/12/2012	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Halogen Beam	7.89
0	01/12/2012	General Fund	Motor Fuel	Yocum Oil	Gas	43.54
0	01/12/2012	General Fund	Motor Fuel	Yocum Oil	Gas	11,464.13
0	01/12/2012	General Fund	Utilities - Old City Hall	Xcel Energy	Historical Society	1,465.40
0	01/12/2012	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	7,212.24
0	01/12/2012	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	6,439.66
0	01/12/2012	Recreation Fund	Utilities	Xcel Energy	Nature Center	811.95
0	01/12/2012	License Center	Utilities	Xcel Energy	Motor Vehicle	591.90
0	01/12/2012	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Asphalt	256.46
0	01/12/2012	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Quarterly Service	106.88
0	01/12/2012	General Fund	Contract Maint. - City Garage	Adam's Pest Control Inc	Quarterly Service	106.88
0	01/12/2012	Water Fund	Operating Supplies	Metal Supermarkets	Crew Tube	21.68
0	01/12/2012	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Work Gloves	67.92
0	01/12/2012	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Torch Hose	30.34
0	01/12/2012	General Fund	Operating Supplies	General Industrial Supply Co.	Anchor Artic Winterliner	53.22
0	01/12/2012	Recreation Fund	Operating Supplies	Grainger Inc	Grinding Wheel	197.91
0	01/12/2012	Recreation Fund	Operating Supplies	Grainger Inc	Magnetic Ballast	4.29
0	01/12/2012	Recreation Fund	Operating Supplies	Grainger Inc	Radial Bearing	38.39

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	01/12/2012	General Fund	Vehicle Supplies	Grainger Inc	Ground Clamp	45.45
0	01/12/2012	General Fund	Vehicle Supplies	Grainger Inc	Petroleum Jelly	8.12
0	01/12/2012	General Fund	Op Supplies - City Hall	Eagle Clan, Inc	Latex Gloves, Can Liners	476.01
0	01/12/2012	General Fund	Clothing	Streicher's	Ballistic Plate	479.99
0	01/12/2012	General Fund	Operating Supplies	Streicher's	Gas Mask, Helmet, Fuses	1,536.39
0	01/12/2012	General Fund	Operating Supplies	Streicher's	Commendation Bars, Collar Insignias	211.57
0	01/12/2012	General Fund	Clothing	Streicher's	Parka Liner	19.99
0	01/12/2012	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	18.57
0	01/12/2012	General Fund	Operating Supplies	Fastenal Company Inc.	Supplies	171.34
0	01/12/2012	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	160.10
0	01/12/2012	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	33.88
0	01/12/2012	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	146.22
0	01/12/2012	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	260.38
0	01/12/2012	General Fund	Operating Supplies	ESS Brothers & Sons, Inc.	Chimney Patch	1,954.74
0	01/12/2012	Sanitary Sewer	Operating Supplies	Ferguson Waterworks	Water Meter Supplies	93.79
0	01/12/2012	Sanitary Sewer	Operating Supplies	Ferguson Waterworks	Water Meter Supplies	93.79
0	01/12/2012	Water Fund	Operating Supplies	Ferguson Waterworks	Water Meter Supplies	299.91
0	01/12/2012	Water Fund	Operating Supplies	Ferguson Waterworks	Water Meter Supplies	275.06
0	01/12/2012	General Fund	Contract Maintenance Vehicles	Ziegler Inc	Vehicle Repair	969.90
Check Total:						70,227.29
65078	01/04/2012	License Center	Office Supplies	Advanced Label, LLC	T80 tickets	74.25
Check Total:						74.25
65079	01/04/2012	General Fund	Clothing	Aspen Mills Inc.	Patches	34.20
65079	01/04/2012	General Fund	Clothing	Aspen Mills Inc.	Clothing	2,450.00
65079	01/04/2012	General Fund	Clothing	Aspen Mills Inc.	Clothing	4,550.00
65079	01/04/2012	General Fund	Clothing	Aspen Mills Inc.	Clothing	224.40
Check Total:						7,258.60
65080	01/04/2012	Police Forfeiture Fund	Professional Services	Baycom, Inc	Interview Room Cameras	4,529.36
65080	01/04/2012	Police Forfeiture Fund	Use Tax Payable	Baycom, Inc	Sales/Use Tax	-291.36
Check Total:						4,238.00
65081	01/04/2012	Water Fund	Accounts Payable	JEREMY BI	Refund Check	71.36
Check Total:						71.36
65082	01/04/2012	Fire Station 2011	Professional Services	Bossardt Corporation	Construction Management	4,720.00
Check Total:						4,720.00
65083	01/04/2012	Water Fund	Accounts Payable	THOMAS BRIGL	Refund Check	45.82

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						45.82
65084	01/04/2012	Storm Drainage	Other Improvements	Capitol Region Watershed District	Pump and Piping Upgrade Reimburse	113,534.00
Check Total:						113,534.00
65085	01/04/2012	General Fund	Operating Supplies	CDW Government, Inc.	Printers	619.92
65085	01/04/2012	Information Technology	Computer Equipment	CDW Government, Inc.	Toboll Notebook	1,361.58
65085	01/04/2012	General Fund	Operating Supplies	CDW Government, Inc.	Credit	-430.23
Check Total:						1,551.27
65086	01/04/2012	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	104.24
Check Total:						104.24
65087	01/04/2012	Water Fund	Accounts Payable	CHRYSLER FINANCIAL	Refund Check	5.00
Check Total:						5.00
65088	01/04/2012	General Fund	Contract Maintenance	Comcast Cable	Cable TV	4.50
Check Total:						4.50
65089	01/04/2012	Water Fund	Accounts Payable	THIRUVENKATASAMY DHURAIRAJ	Refund Check	36.62
Check Total:						36.62
65090	01/04/2012	Water Fund	Accounts Payable	FANNIE MAE	Refund Check	51.20
Check Total:						51.20
65091	01/04/2012	General Fund	Professional Services	Joe Friedrichs	Training Supplies Reimbursement	520.00
Check Total:						520.00
65092	01/04/2012	Water Fund	Accounts Payable	QUINTIN HECKERT	Refund Check	5.05
Check Total:						5.05
65093	01/04/2012	Information Technology	Computer Equipment	Hewlett-Packard Company	Computer Equipment	1,409.26
65093	01/04/2012	Information Technology	Computer Equipment	Hewlett-Packard Company	Computer Equipment	299.25
65093	01/04/2012	Information Technology	Computer Equipment	Hewlett-Packard Company	LCD Monitor	203.06
Check Total:						1,911.57
65094	01/04/2012	Water Fund	Accounts Payable	PATRICK HIGGINS	Refund Check	254.00
Check Total:						254.00
65095	01/04/2012	Telephone	PSTN-PRI Access/DID Allocation	Integra Telecom	Telephone	2,550.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65096	01/04/2012	General Fund	Clothing	Inventory Trading Company	Check Total:	2,550.08
					Uniform Shirts	118.00
65097	01/04/2012	Central Svcs Equip Revolving	Rental - Copier Machines	Konica Minolta	Check Total:	118.00
					Lease & Usage Charges	4,422.11
65098	01/04/2012	Water Fund	Accounts Payable	GODFREY MALISA	Check Total:	4,422.11
					Refund Check	59.83
65099	01/04/2012	Fire Station 2011	Professional Services	Meyer Rohlin, Inc.	Check Total:	59.83
					Topography Survey	2,950.00
65100	01/04/2012	Recreation Fund	Fee Program Revenue	MN Dept of Health	Check Total:	2,950.00
					Key Deposit Refund	25.00
65101	01/04/2012	General Fund	Training	Mn Sheriffs Association	Check Total:	25.00
					Civil Process Class-Olson, Riley	120.00
65101	01/04/2012	General Fund	Training	Mn Sheriffs Association	Civil Process Class-Stefani, Hansen	120.00
65102	01/04/2012	General Fund	Other Improvements	Motorola, Inc.	Check Total:	240.00
					Software Trunking	2,838.26
65102	01/04/2012	General Fund	209001 - Use Tax Payable	Motorola, Inc.	Sales/Use Tax	-182.58
65103	01/04/2012	Housing & Redevelopment Agency	Construction Payments	Mr. Handyman, LLC	Check Total:	2,655.68
					Maintenance at 1065 Ryan Ave	148.00
65104	01/04/2012	Recreation Fund	Operating Supplies	Napa Genuine Parts, Co	Check Total:	148.00
					PTex Anti-Seize	22.49
65105	01/04/2012	Water Fund	Accounts Payable	COLLEEN NELSON	Check Total:	22.49
					Refund Check	2.08
65106	01/04/2012	Sanitary Sewer	Operating Supplies	Northwest Lasers, Inc.	Check Total:	2.08
					Measuring Wheel	171.00
65107	01/04/2012	Water Fund	Accounts Payable	MATTHEW POLLACK	Check Total:	171.00
					Refund Check	72.19
					Check Total:	72.19

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65108	01/04/2012	General Fund	211401- HSA Employee	Premier Bank	HSA	57.69
Check Total:						57.69
65109	01/04/2012	Water Fund	Rental	Railroad Management Co. III, LLC	Rent	120.79
65109	01/04/2012	Sanitary Sewer	Rental	Railroad Management Co. III, LLC	Rent	120.79
Check Total:						241.58
65110	01/04/2012	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	309.12
Check Total:						309.12
65111	01/04/2012	Police Vehicle Revolving	Vehicles & Equipment	Ranger GM	2012 Sonic 2LS 5 Door	14,661.23
65111	01/04/2012	Police Vehicle Revolving	Vehicles & Equipment	Ranger GM	Upgrade to 1LT for Cruise	1,080.00
65111	01/04/2012	Police Vehicle Revolving	Vehicles & Equipment	Ranger GM	Oil Pan Heater	63.75
Check Total:						15,804.98
65112	01/04/2012	General Fund Donations	K-9 Supplies	Regents of the University of MN	K9 Healthcare	769.02
Check Total:						769.02
65113	01/04/2012	Water Fund	Accounts Payable	THOMAS RYAN	Refund Check	49.05
Check Total:						49.05
65114	01/04/2012	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	300.00
Check Total:						300.00
65115	01/04/2012	General Fund	Contractual Maintenance	Springbrook Software, Inc.	Annual Maintenance, Custom Program	21,364.28
65115	01/04/2012	General Fund	Contractual Maintenance	Springbrook Software, Inc.	Annual Maintenance	625.00
65115	01/04/2012	General Fund	Contractual Maintenance	Springbrook Software, Inc.	Custom AR-Credit Memo	-336.00
65115	01/04/2012	General Fund	Contractual Maintenance	Springbrook Software, Inc.	Meter Interface-Credit Memo	-348.67
65115	01/04/2012	General Fund	Contractual Maintenance	Springbrook Software, Inc.	Progress Maint.-Credit Memo	-895.16
65115	01/04/2012	General Fund	Contractual Maintenance	Springbrook Software, Inc.	UB Deposit-Credit Memo	-315.00
Check Total:						20,094.45
65116	01/04/2012	General Fund	Telephone	Sprint	Cell Phones	557.10
65116	01/04/2012	Storm Drainage	Telephone	Sprint	Cell Phones	248.18
65116	01/04/2012	General Fund	Telephone	Sprint	Cell Phones	50.37
65116	01/04/2012	Sanitary Sewer	Telephone	Sprint	Cell Phones	192.75
65116	01/04/2012	Recreation Fund	Telephone	Sprint	Cell Phones	120.44
65116	01/04/2012	Recreation Fund	Telephone	Sprint	Cell Phones	24.09
65116	01/04/2012	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	218.87
65116	01/04/2012	Golf Course	Telephone	Sprint	Cell Phones	36.46
65116	01/04/2012	Community Development	Telephone	Sprint	Cell Phones	149.79
65116	01/04/2012	General Fund	Telephone	Sprint	Cell Phones	24.09

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65116	01/04/2012	General Fund	Telephone	Sprint	Cell Phones	24.09
65116	01/04/2012	General Fund	Telephone	Sprint	Cell Phones	359.00
65116	01/04/2012	General Fund	Telephone	Sprint	Cell Phones	72.26
Check Total:						2,077.49
65117	01/04/2012	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	295.87
65117	01/04/2012	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	66.12
Check Total:						361.99
65118	01/04/2012	Storm Drainage	Professional Services	Sheila Stowell	PWET Meeting Minutes	195.50
65118	01/04/2012	Storm Drainage	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
Check Total:						200.33
65119	01/04/2012	General Fund	Operating Supplies	Suburban Ace Hardware	Keys	20.02
Check Total:						20.02
65120	01/04/2012	General Fund	Telephone	T Mobile	Cell Phones	40.42
65120	01/04/2012	Sanitary Sewer	Telephone	T Mobile	Cell Phones	79.98
Check Total:						120.40
65121	01/04/2012	Water Fund	Accounts Payable	TCF BANK	Refund Check	24.50
Check Total:						24.50
65122	01/04/2012	Water Fund	Accounts Payable	NHUNG TRAN	Refund Check	73.58
Check Total:						73.58
65123	01/04/2012	General Fund	Professional Services	Twin Cities Transport & Recove	Tow Charge	90.84
65123	01/04/2012	General Fund	Professional Services	Twin Cities Transport & Recove	Tow Charge	90.84
65123	01/04/2012	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Tow Charge	90.84
Check Total:						272.52
65124	01/04/2012	General Fund	Clothing	Uniforms Unlimited, Inc.	Shirts	49.19
65124	01/04/2012	General Fund	Clothing	Uniforms Unlimited, Inc.	Insignia's	17.08
Check Total:						66.27
65125	01/04/2012	General Fund	Conferences	University of Minnesota	APWA Conference-Schwartz	235.00
Check Total:						235.00
65126	01/04/2012	General Fund Donations	K-9 Supplies	University of Minnesota-VMC	K9 Services	91.06
65126	01/04/2012	General Fund Donations	K-9 Supplies	University of Minnesota-VMC	K9 Services	61.88
65126	01/04/2012	General Fund Donations	K-9 Supplies	University of Minnesota-VMC	K9 Services	40.28

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65126	01/04/2012	General Fund Donations	K-9 Supplies	University of Minnesota-VMC	K9 Services	63.54
					Check Total:	256.76
65127	01/04/2012	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	130.10
					Check Total:	130.10
65128	01/04/2012	Sanitary Sewer	Training	MN Pollution Control	Licenses: Luger, Ross, Wendel, Fish	1,200.00
					Check Total:	1,200.00
65129	01/05/2012	Sanitary Sewer	Training	MN Pollution Control Agency	Test Application for Ted Fish & Scott	110.00
					Check Total:	110.00
65130	01/11/2012	Housing & Redevelopment Agency	Postage	Postmaster- Cashier Window #5	Living Smarter Postage-Acct 2437	25.00
					Check Total:	25.00
65131	01/12/2012	Solid Waste Recycle	Professional Services	Asset Recovery Corporation	Processing Charges	409.16
					Check Total:	409.16
65132	01/12/2012	Contracted Engineering Svcs	Deposits	Bald Eagle Builders	Escrow Return 3021 Chatsworth St.	3,000.00
65132	01/12/2012	Community Development	Deposits	Bald Eagle Builders	Construction Deposit Refund-591 Ion	780.00
					Check Total:	3,780.00
65133	01/12/2012	General Fund	Vehicle Supplies	Batteries Plus	Batteries	165.31
					Check Total:	165.31
65134	01/12/2012	General Fund	Training	BCA/Criminal Justice Training & Education	IED Recognition-Adams	45.00
					Check Total:	45.00
65135	01/12/2012	Recreation Fund	Professional Services	Madeline Bean	Assistant Dance Instructor	63.00
					Check Total:	63.00
65136	01/12/2012	Recreation Fund	Professional Services	Angela Benes	Tap Instructor	260.00
					Check Total:	260.00
65137	01/12/2012	General Fund	Operating Supplies	Central Power Distributors Inc	Chain	52.00
					Check Total:	52.00
65138	01/12/2012	Recreation Fund	Professional Services	Rachel Elias	Assistant Dance Instructor	24.00
					Check Total:	24.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65139	01/12/2012	General Fund	Operating Supplies	Esch Construction Supply, Inc.	Diamond Blade	80.16
					Check Total:	80.16
65140	01/12/2012	Non Motorized Pathways	NESCC-Fairview Pathway	Foth Infrastructure & Environmental, LLC	Gibbs Museum Negotiations	4,750.00
					Check Total:	4,750.00
65141	01/12/2012	Water Fund	Operating Supplies	Fra-Dor Inc.	Dirt Loads	320.00
					Check Total:	320.00
65142	01/12/2012	Pathway Maintenance Fund	Operating Supplies	Gametime	Bench	721.23
					Check Total:	721.23
65143	01/12/2012	Contracted Engineering Svcs	Transportation	Kristine Giga	Mileage Reimbursement	150.96
65143	01/12/2012	Contracted Engineering Svcs	Transportation	Kristine Giga	Mileage Reimbursement	130.43
65143	01/12/2012	Contracted Engineering Svcs	Transportation	Kristine Giga	Mileage Reimbursement	128.21
65143	01/12/2012	Contracted Engineering Svcs	Transportation	Kristine Giga	Mileage Reimbursement	56.06
					Check Total:	465.66
65144	01/12/2012	Boulevard Landscaping	Operating Supplies	Harmon Inc.	Bus Shelter Glass Replacement	1,647.00
					Check Total:	1,647.00
65145	01/12/2012	Sanitary Sewer	Clothing	Jason Hill	Boot Reimbursement Per Union Cont	179.00
					Check Total:	179.00
65146	01/12/2012	Recreation Fund	Professional Services	In The Heart of The Beast Theatre	Summer Entertainment Performance	600.00
					Check Total:	600.00
65147	01/12/2012	Recreation Fund	Professional Services	B. Patricia Jemie	Stretch & Strength Instructor	136.00
					Check Total:	136.00
65148	01/12/2012	Water Fund	Accounts Payable	DANIEL KAUFMAN	Refund Check	605.90
					Check Total:	605.90
65149	01/12/2012	General Fund	Professional Services	LexisNexis Risk Data Mgmt, Inc.	Minimum Commitment	50.00
					Check Total:	50.00
65150	01/12/2012	Telecommunications	Conferences	MAGC	Media Workshop Registration-Pratt	75.00
65150	01/12/2012	General Fund	Memberships & Subscriptions	MAGC	Media Workshop Registration-Curti	25.00
					Check Total:	100.00
65151	01/12/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	5,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						5,000.00
65152	01/12/2012	General Fund	Professional Services	Martin McAllister, Inc.	Public Safety Assessment-Meehan	400.00
Check Total:						400.00
65153	01/12/2012	Recreation Fund	Transportation	Roxann Maxey	Mileage Reimbursement	83.13
Check Total:						83.13
65154	01/12/2012	General Fund	Operating Supplies	Midwest Safety Counselors, Inc.	Visors, Faceshields	83.80
65154	01/12/2012	General Fund	209001 - Use Tax Payable	Midwest Safety Counselors, Inc.	Sales/Use Tax	-5.39
Check Total:						78.41
65155	01/12/2012	Recreation Fund	Unemployment Insurance	Mn Dept of Employment & Econ Develop	Unemployment Benefits	88.16
65155	01/12/2012	Recreation Fund	Unemployment	Mn Dept of Employment & Econ Develop	Unemployment Benefits	502.82
65155	01/12/2012	Golf Course	Unemployment Insurance	Mn Dept of Employment & Econ Develop	Unemployment Benefits	666.54
65155	01/12/2012	Community Development	Employer Insurance	Mn Dept of Employment & Econ Develop	Unemployment Benefits	624.00
Check Total:						1,881.52
65156	01/12/2012	Recreation Fund	Advertising	MSP Communications	Wedding Guide Advertising	2,070.00
Check Total:						2,070.00
65157	01/12/2012	General Fund	Contract Maintenance	Nardini Fire Equipment Co, Inc	Fire Extinguisher Recharging	69.72
65157	01/12/2012	Risk Management	Professional Services	Nardini Fire Equipment Co, Inc	Fire Extinguisher Inspections	2,125.26
Check Total:						2,194.98
65158	01/12/2012	Sanitary Sewer	Professional Services	Networkfleet, Inc.	December Monthly Service	89.85
Check Total:						89.85
65159	01/12/2012	Municipal Jazz Band	Temporary Employees	Bob Nielsen	Van Load/Unload RBB Concert	40.00
Check Total:						40.00
65160	01/12/2012	General Fund	Dispatching Services	Ramsey County	911 Dispatch Services-Dec 2011	18,901.85
65160	01/12/2012	General Fund	Professional Services	Ramsey County	Fleet Support Fee	22.40
65160	01/12/2012	General Fund	Professional Services	Ramsey County	Fleet Support Fee	510.72
65160	01/12/2012	General Fund	Operating Supplies	Ramsey County	Brine Solution	94.34
Check Total:						19,529.31
65161	01/12/2012	General Fund	Contract Maintenance Vehicles	Roseville Chrysler Jeep Dodge	Door Joint Wiring Repair	470.80
Check Total:						470.80
65162	01/12/2012	General Fund	Operating Supplies	Sam's Club	Cleaning Supplies	92.11

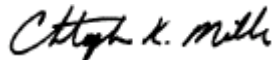
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	92.11
65163	01/12/2012	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	500.00
65163	01/12/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	5,000.00
					Check Total:	5,500.00
65164	01/12/2012	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	22.75
					Check Total:	22.75
65165	01/12/2012	Recreation Fund	Professional Services	Speco Charter LLC	Transportation to Landscape Arboretu	565.00
					Check Total:	565.00
65166	01/12/2012	Recreation Fund	Operating Supplies	Sports Imports, Inc.	Volleyball Accessories, Wall Racks, F	865.42
65166	01/12/2012	Recreation Fund	Use Tax Payable	Sports Imports, Inc.	Sales/Use Tax	-55.67
65166	01/12/2012	Recreation Fund	Use Tax Payable	Sports Imports, Inc.	Sales/Use Tax	-55.67
65166	01/12/2012	Recreation Fund	Operating Supplies	Sports Imports, Inc.	Volleyball Accessories, Wall Racks, F	865.42
					Check Total:	1,619.50
65167	01/12/2012	Recreation Fund	Professional Services	Rachel Tadsen	Assistant Dance Instructor	33.00
					Check Total:	33.00
65168	01/12/2012	Recreation Fund	Printing	Tandem Printing Inc	Skate Tags	1,357.31
					Check Total:	1,357.31
65169	01/12/2012	Storm Drainage	Operating Supplies	The Mulch Store	Yardwaste	140.00
					Check Total:	140.00
65170	01/12/2012	General Fund	Professional Services	Trans Union LLC	Employment Report	30.05
					Check Total:	30.05
65171	01/12/2012	General Fund	Operating Supplies	Tri State Bobcat, Inc	Parts	427.50
					Check Total:	427.50
65172	01/12/2012	Police Forfeiture Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	90.84
					Check Total:	90.84
65173	01/12/2012	Water Fund	Professional Services	Twin City Water Clinic, Inc.	November Coliforms	320.00
					Check Total:	320.00
65174	01/12/2012	General Fund	Operating Supplies	Uniforms Unlimited, Inc.	Cartridges	2,292.47
65174	01/12/2012	General Fund	Clothing	Uniforms Unlimited, Inc.	Supplies	236.19

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	2,528.66
65175	01/12/2012	General Fund	Operating Supplies	University of Minnesota-VMC	K9 Supplies	40.28
					Check Total:	40.28
65176	01/12/2012	General Fund	Vehicle Supplies	Valley National Gases, LLC	Acetylene	47.35
					Check Total:	47.35
65177	01/12/2012	Recreation Fund	Professional Services	Kristina Van Deusen	Assistant Dance Instructor	84.00
					Check Total:	84.00
					Report Total:	484,890.70

REQUEST FOR COUNCIL ACTION

Date: 01/23/2012
Item No.: 7 . b

Department Approval



City Manager Approval



Item Description: Approval of 2012/2013 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

Amusement Device

Blazin Wings Inc.; Buffalo Wild Wings
1777 County Road B2
Roseville, MN 55113

Massage Therapist

Darcellia Hill
At Massage Envy Roseville
2480 Fairview Ave, Suite 120
Roseville, MN 55113

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff has reviewed the applications and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s).

REQUESTED COUNCIL ACTION

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

Prepared by: Chris Miller, Finance Director

Attachments:



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

Massage Therapist License

New License X Renewal _____

For License year ending June 30 2012

1. Legal Name Dorcelle Hill

2. Home Address _____

3. Home Telephone _____

4. Date of Birth _____

5. Drivers License Number _____

6. Email Address _____

7. Have you ever used or been known by any name other than the legal name given in number 1 above?
Yes _____ No ✓ If yes, list each name along with dates and places where used.

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.

Massage Envy Roseville

9. Attach a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, massage Therapy Establishments.

10. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?
Yes _____ No ✓ If yes explain in detail.

License fee is 100.00

Make checks payable to City of Roseville



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

Amusement Device License Application

Business Name Blazin Wings, Inc.
Business Address 1777 County Road B2 Roseville, MN 55113
Business Phone xx
Email Address xxxxxxxxxxxxxx@xxxxxx.com

Person to Contact in Regard to Business License:

Name 0
Address xxxxxx
Phone xxxxxx

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2011, and ending June 30, 2012, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>	<u>Quantity</u>	<u>Total</u>
Amusement Device	\$15.00 (per machine)	<u>7</u>	<u>\$105.00</u>

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature ✓
Date 1.9.12

A fire Inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/23/2012
Item No.: 7 . c

Department Approval

Christopher L. Miller

City Manager Approval

W. J. Mahinen

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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Description	Amount
Police	Dodge of Burnsville	Squad car replacement (a)	\$ 113,270.00

Comments/Description:

- a) 5 replacement vehicles purchased off the State Bid Contract

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

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

24 **REQUESTED COUNCIL ACTION**

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

27

28

Prepared by: Chris Miller, Finance Director

Attachments: A: None

29

REQUEST FOR COUNCIL ACTION

Date: 1/23/12
Item No.: 7.d

Department Approval

City Manager Approval



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

BACKGROUND

The quarterly update of the *Imagine Roseville 2025* Medium and Long Term Goals is provided in fulfillment of the City Manager's requirement to regularly report the progress of staff to the Council.
Note:

REQUESTED COUNCIL ACTION

Receive the quarterly update of the *Imagine Roseville 2025* Medium and Long Term Goals.

Prepared by: Bill Malinen

Attachments: A: Quarterly update of the *Imagine Roseville 2025* Medium and Long Term Goals

**Imagine Roseville 2025
Medium & Long Term Goals
January 2012 Update**

Medium Term Goals

Encourage businesses with family-sustaining jobs

- ❑ [Hold Navigating the New Normal Meetings sponsored by the Urban Land Institute PT 01/12](#)
- ❑ Staff/Council discussion regarding targeted economic development efforts *PT 10/1*
- ❑ Twin Lakes Phase II complete *PT 10/11*
- ❑ Twin Lakes Phase II substantially complete *PT 1/11*
- ❑ Twin Lakes Phase II infrastructure project out for bid. Expected start, Summer 2010. *PT 6/10*
- ❑ 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

- ❑ [Hold Navigating the New Normal Meetings sponsored by the Urban Land Institute PT 1/12](#)
- ❑ Staff/Council discussion on better connecting with Roseville businesses *PT 10/11*
- ❑ Community Development purchased 2011 Dunn and Bradstreet listing of Roseville Businesses *PT 7/11*
- ❑ No new activity to report at this time. *PT 6/10, PT 1/11*
- ❑ 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 6/10, PT 1/11, PT 10/11*
- ❑ 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. <i>PT 10/08</i> ❑ 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. <i>PT 7/08</i>
Provide loans and other assistance to help people maintain property	❑ <u>New JPA signed with North St Paul for GIS Services</u> <i>PT 1/11</i> ❑ Proposed 2012 HRA Budget maintains existing loan programs <i>PT 10/11</i> ❑ 2011 HRA Budget maintains existing loan programs. <i>PT 1/11</i> ❑ No new activity to report at this time. <i>PT 6/10</i> ❑ The HRA has prepared a budget and levy that will continue loan and assistance programs subject to City Council approval. <i>PT 12/09</i> ❑ The HRA has revisited its strategic plan in order to reprioritize its goals and programs. <i>PT 9/09</i> ❑ The HRA is paying for page in the City newsletter to better promote its programs as well as providing resources for our residents. <i>PT 9/09</i> ❑ No new activity to report <i>PT 6/09</i> ❑ 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. <i>PT 3/09</i> ❑ 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. <i>PT 10/08</i> ❑ 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. <i>PT 7/08</i>
Seek collaborative partners and alternative funding mechanisms	❑ JPA signed with City of Maplewood and Forest Lake for IT Support Services. Value of contract is \$50,000 annually <i>7/11/11. CM 10/11</i> ❑ JPA signed with City of Vadnais Heights for IT support services. Value of the contract is \$48,000 annually. <i>CM 6/09</i> ❑ 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>CM 6/09</i> ❑ Provided City Manager proposal for creating a Streetlight Utility for funding installation and operation of streetlights citywide. <i>DS 10/08</i> ❑ Alternative funding mechanisms have been discussed briefly but not yet researched to determine whether viable. <i>CM 7/08</i>
Foster youth leadership and development	❑ High School Student developed and administered survey to all Roseville Area High School students <i>LB 10/11</i> ❑ Hired, trained and developed youth through Roseville Parks and Recreation jobs <i>LB 10/11</i> ❑ Worked with high school honor society on community service projects 2011 <i>LB 10/11</i> ❑ Worked with three significant Eagle Scout Projects in 2011 <i>LB 10/11</i>

	❑ Ongoing Youth representation on the Parks and Recreation Commission <i>LB 10/11</i> ❑ Three Youth representatives on the Parks and Recreation Master Plan update <i>LB 10/11</i> ❑ Added three youth representatives to the Human Rights Commission. <i>WJM 4/11</i> ❑ Re-implementation of the Police Explorers Program in 2008. <i>CS 3/09</i> ❑ Improved relatively new Leaders in Training (LIT) program. No new programs have begun at this time. <i>LB 7/08</i>
Citywide transportation system	❑ Will explore opportunities for connection from new Park N Ride facility. <i>DS 3/09</i> ❑ Researching possibilities of moving youngsters to and from programs and facilities. <i>LB 7/08</i>
Update Master Plans (to include parks and community facilities) throughout Parks & Recreation System.	❑ <u>Identified and approved procurement method –Best Value Procurement as a foundation of PRRP</u> <i>LB 1/12</i> ❑ <u>Partial Funding approved for Park and Recreation Renewal Program – program identified</u> <i>LB 1/12</i> ❑ Decision made on implementation plan and preferred funding <i>LB 10/11</i> ❑ Implementation plan and funding options identified <i>LB 10/11</i> ❑ Established short term and long term implementation plan with City Council, Parks and Recreation Commission and Community <i>LB 10/11</i> ❑ Established Master Plan Citizen Organizing Team, November 2010 <i>LB 1/11</i> ❑ Established Master Plan Implementation Process, November 2010 <i>LB 1/11</i> ❑ Adopted Updated Master Plan, November 2010 <i>LB 1/11</i> ❑ Master Plan Process, September 2009 – November 2010 <i>LB 1/11</i> ❑ City Council authorized an agreement with LHB/Cornejo to lead the System Master Plan Update <i>LB 9/09</i> ❑ Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 <i>LB 6/09</i> ❑ Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 <i>LB 6/09</i> ❑ 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. <i>LB 3/09</i> ❑ Pathway Master Plan approved by City Council in September. <i>DS 10/08</i> ❑ RFP being finalized with Parks and Recreation Commission. Will soon bring to City Council for input and authorization to issue. <i>LB 10/08</i> ❑ Pathway Plan update underway. <i>DS 7/08</i> ❑ 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. <i>LB 7/08</i>
Include shade pavilions and/or park shelters at all parks to promote neighborhood connections and accommodate neighborhood gatherings	❑ Will be incorporated into the anticipated Master Plan process to determine need and locations. <i>LB 7/08</i>
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 <i>DS 6/09</i> ❑ No new activity (funding challenges). <i>DS 3/09</i> ❑ No new activity. <i>DS 10/08</i> ❑ CIP discussion item. <i>DS 7/08</i>
Encourage development of transit, walkability and alternate transportation	❑ Established a citizen trails and natural resources work group as part of master plan implementation program <i>LB 10/11</i> ❑ Reviewing concept for new Park N Ride facility in Little Canada at Rice St. and HWY. 36 <i>DS 4/11</i> ❑ City Awarded LCDA grant for construction of trail from Sienna Green to County Road B. Construction expected in 2011. <i>PT 6/10</i> ❑ Draft of new residential and commercial zoning codes promotes design that promotes walkability. <i>PT 6/10</i> ❑ 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. <i>PT 12/</i> ❑ Staff is planning on sending out RFPs for the new zoning code in September. <i>PT 9/09</i> ❑ Rice Street Interchange design will incorporate bike and ped facilities into the design and have discussed transit needs with Met Council. <i>DS 6/09</i> ❑ 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. <i>PT 6/09 - see also Long Term Goals</i> ❑ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. <i>PT 3/09 - see also Long Term Goals</i> ❑ Comp Plan Transportation section discusses each of these items. Council discussion October 08. <i>DS 10/08</i> ❑ Livable Communities concepts incorporated into design guidelines, Pathway Master Plan discusses ped and bike goals and policies. <i>DS 7/08</i>
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. <i>RG 3/09</i> ❑ 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 <i>IR2025</i> goal will be complete. <i>RG 7/08</i>
Community Center Discussion	❑ Community Center identified in master plan implementation program – to be worked on in parallel to the step one Park Renewal Program <i>LB 10/11</i>

	❑ Preferred site of Community Center identified as City Hall/Skating Center Campus <i>LB 10/11</i> ❑ Community Center identified in Adopted Park Master Plan, November 2010 <i>LB 1/11</i> ❑ Discussions during Master Plan Implementation Phase, November 2010 <i>LB 1/11</i> ❑ 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 recruit, train, nurture volunteers.	❑ Proposal accepted by the 2009 Leadership St. Paul Program to assign a group to Roseville to enhance the volunteer program by creating a 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	❑ <u>Completed Construction of Fairview NTP Pathway south of Co Rd B in 2011</u> <i>DS 1/12</i> ❑ <u>Completed Dale Street Sidewalk</u> <i>DS 1/12</i> ❑ Constructed Snelling Service Drive sidewalk from Aeon project to County Road B <i>DS 10/11</i> ❑ Constructing Sidewalk and Shoulders on Dale Street North of County Road C and Fairview South of County Road B <i>DS 7/11</i> ❑ No new activity. <i>DS 6/09</i> ❑ Developing Fairview NTP Pathway project for 2009 construction. Seeking funding opportunities. <i>DS 3/09</i> ❑ Pathway Master Plan adopted September 08. Seeking funding opportunities. <i>DS 10/08</i> ❑ Discussed as part of Pathway Plan update, incorporate into final draft plus additional locations. <i>DS 7/08</i>
Consider Roundabouts, if space and buying R.O.W. is feasible	❑ Second Roundabout to be constructed in Twin Lakes Summer 2010 <i>DS 5/10</i> ❑ First Roundabout will be constructed late summer 2009 in Twin Lakes Phase I <i>DS 6/09</i> ❑ Roundabout included in Phase I Twin Lakes improvements construction 2009. <i>DS 3/09</i> ❑ No new activity. <i>DS 10/08</i> ❑ Look into ROW requirements and identify possible corridors 2009. <i>DS 7/08</i>
Add buses and routes for flexibility and suburb-to-suburb travel	❑ Metro Transit evaluation Bus Rapid Transit for Snelling Ave. and other service to area including a new Park N Ride facility in Little Canada <i>DS 4/11</i> ❑ Have had additional discussion with Metro Transit regarding additional service to Park N Ride <i>DS 4/10</i> ❑ No new activity <i>DS 6/09</i> ❑ Explore opportunities created by new Park N Ride <i>DS 3/09</i> ❑ Discussed this flexibility with Metro Transit for Twin Lakes Park N Ride facility. <i>DS 10/08</i> ❑ Continue to push this issue in all discussions with Metro Transit. <i>DS 7/08</i>
Encourage development of transit, walkability and alternate transportation	❑ Participating in Bus Rapid Transit Study for Arterial Corridors including Snelling Avenue <i>DS 7/11, DS 1/12</i> ❑ Provided feedback to Metro Transit on proposal for additional Park N Ride facility in Little Canada at County Road B and Rice St <i>DS 5/10</i> ❑ Draft of new residential and commercial zoning codes promotes design that promotes walkability. <i>PT 6/10</i>

	❑ 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. <i>PT 6/09</i> ❑ No new activity <i>DS 3/09</i> ❑ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. <i>PT 3/09 - see also Med Term Goals</i> ❑ Included in Transportation section of Comp Plan. <i>DS 10/08</i> ❑ The City has also been working with surrounding communities to promote the development of the Northeast Diagonal as a transit corridor. <i>PT 10/08</i> ❑ Identify needs in CIP 2009-2018 Meeting with Northeast Diagonal cities to pursue getting corridor back into 2030 Plan. <i>DS 7/08</i> ❑ 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. <i>PT 7/08</i>
Work w/ Metro Transit to identify location of long-term park-n-ride facility	❑ Park and Ride structure completed and open for business. <i>PT 6/10</i> ❑ Under construction. Expected completion by 12/31/09 <i>PT 6/09</i> ❑ Metro Transit relooking at the Rice Street/Hwy 36 area <i>DS 6/09</i> ❑ Approved and open by 12/31/09 <i>DS 3/09</i> ❑ 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. <i>PT 3/09</i> ❑ 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. <i>PT 10/08</i> ❑ Council Consideration of Twin Lakes facility October 2008. <i>DS 10/08</i> ❑ <u>Underway for Twin Lakes, additional future needs along Hwy 36 corridor east end of Roseville. <i>DS 7/08</i></u> ❑ <u>2012 Construction of New Park N Ride in Little Canada by Metro Transit <i>DS 1/12</i></u>
Continue to lobby for the Northeast Diagonal transit line	❑ No new activity to report at this time. <i>PT 6/10, PT1/11, PT 7/11, PT 10/11, 1/12</i> ❑ No new activity to report at this time. <i>PT 9/09</i> ❑ No new activity to report at this time. <i>PT 6/09</i> ❑ No new activity to report at this time. <i>PT 3/09</i> ❑ 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. <i>PT 10/08</i> ❑ Council Discussion September 2008. <i>DS 10/08</i> ❑ Meeting with adjacent cities July 2008. <i>DS 7/08</i>

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/23/12
Item No.: 7.e

Department Approval

City Manager Approval

W. Malinen

Item Description: Receive Shared Services Quarterly Update

BACKGROUND

In February 2009, Resolution 10691, Authorizing Examination of Cooperation and Shared Services with Others, was adopted by the City Council supporting discussing and researching possible new and enhanced cooperation and shared services with local governments and others; and authorizing the City Manager to pursue and examine new cost-effective means of cooperating and sharing services; and directing the City Manager to report back on a regular basis to the City Council regarding cooperative opportunities.

REQUESTED COUNCIL ACTION

Receive the Quarterly Shared Services Update

Prepared by: Bill Malinen

Attachments: A. Resolution 10691
B. Quarterly Shared Services Update

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 23rd day of February 2009, at 6:00 p.m.

The following members were present: Johnson, Ihlan, Roe, Pust and Klausing

and the following were absent: none.

Mayor Klausing introduced the following resolution and moved its adoption:

**RESOLUTION No. 10691
AUTHORIZING
EXAMINATION OF COOPERATION AND
SHARED SERVICES WITH OTHERS**

WHEREAS, In 2008, the Minnesota Legislature imposed a three year tax levy limit on local governments; and

WHEREAS, Current economic conditions have caused a significant state budget deficit; and

WHEREAS, The Governor has unallotted local government aid to cities and counties; and

WHEREAS, In his proposed 2010-2011 biennial budget, the Governor has eliminated future Market Value Homestead Credit aid to Roseville; and

WHEREAS, The current economic challenges facing residents and local governments requires creativity and resourcefulness to continue to provide a high level of government services; and

WHEREAS, The City of Roseville provides cost effective and efficient governmental services to its residents and businesses; and

WHEREAS, The current economic pressures make continuing providing the high level of service an economic challenge; and

WHEREAS, Jointly sharing services between local governments and school districts and others can be a cost effective and efficient way to deliver services.

NOW, THEREFORE, BE IT RESOLVED, that

1. The City Council hereby actively supports discussing and researching possible new and enhanced cooperative efforts and sharing services with local governments and others.
2. The City Council hereby authorizes the City Manager and/or his designee to pursue and examine new cost effective means of cooperating and sharing services with other local governments and others to provide services and programs.
3. The City Council directs the City Manager to report back on a regular basis on any progress regarding cooperative opportunities.

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

and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Governmental Cooperation Initiatives

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 23rd day of February, 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of February, 2009.



William J. Malinen, City Manager

(Seal)

Shared Services Update*

January 2012 Roseville Services Used by Others

Description of Shared Service	Shared Service Updates:
1. GIS Services with North St. Paul	o For the past five 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. <i>PT 06/09</i> North St. Paul has continued using GIS services in 2010. <i>PT 03/10 PT 06/10</i> Staff will plan on continuing this relationship into 2011. <i>PT 1/11</i> This program will continue into 2012. <i>PT 10/11</i> <u>Entered into a new contract, Decmber 2011 PT 1/12</u>
2. Program Offerings to Lauderdale	o 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	- o Revised JPA signed with the Cities of Forest Lake and Maplewood for additional IT support services. The value of contracts is \$10,000 annually. <i>CKM 10/11</i> - o 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> - o 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	- o 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 9/09</i> - o 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 6/09</i>
5. Engineering Services Falcon Heights and Arden Hills	- o Continue to provide Engineering support services <i>DS 05/09</i> - o <u>Arden Hills Considering Reducing Support from Roseville DS 1/12</u>
6. Street message painting	o Provide as needed to Falcon Heights <i>DS 6/09</i>
7. East Metro SWAT	o Multi-Jurisdictional tactical and crisis negotiation team involving the following cities: Roseville, St. Anthony, New Brighton, North St. Paul, and University of MN police department. <i>7/11</i>
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. <i>CS 6/09</i>
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 6/09</i>
10. Automatic Mutual Aid with Lake Johanna Fire	o Provide mutual aid between Lake Johanna Fire and Roseville Fire for all structure fires. <i>TO 9/09</i>
11. Capital City Mutual Aid Association	o Provide fire mutual aid for all fire departments within Ramsey County. <i>TO 9/09</i>
12. North Suburban Mutual Aid Association	o Provide fire mutual aid for all fire departments within Hennepin

	County. <i>TO 9/09</i>
13. City of White Bear Lake	o JPA signed with the City of White Bear Lake for Telephone Support Services. Value of the contract is \$2,600 annually. <i>CKM 1/11</i>
14. Maplewood	o Council Approved Agreement for Engineering Services Sharing <i>DAS 7/11</i> o Exploring sharing engineering staff as needed and available <i>DAS 4/11</i>
15. Ramsey-Washington Suburban Cable Commission	o Joint Powers Agreement Extension of IP Telephony Services <i>CKM 4/11</i>
16. Ramsey County Fire Chief's Assn	o Started County-wide Shared Services Group in June 2011 to review and explore areas in which we can share services and purchases on an ongoing basis. <i>TO 7/11</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 <i>DS 6/09</i>
2. Equipment Sharing with Ramsey County PW	o Ongoing sharing of sealcoat equipment with RCPW <i>DS 6/09</i>
3. St Paul PD Record Mgmt System	o Deleted 9/10
4. Ramsey County Dispatch Service	o Provides dispatching services for the entire county except White Bear Lake. <i>CS 6/09</i>
5. Ramsey County Detention Service	o Temporary and long-term incarceration for arrested individuals. <i>CS 6/09</i>
6. Ramsey County Warrant Service	o Serves active warrants resulting from Roseville PD arrests. <i>CS 6/09</i>
7. Allina Medical	o Provides EMT services/ East Metro Swat tactical EMS service overview. <i>CS 6/09</i>
8. Roseville Fire Department	o Training and the providing of EMT services. <i>CS 6/09</i>
9. Century College	o Mandated and career training for law enforcement personnel. <i>CS 6/09</i>
10. 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 6/09</i>
11. MN State Patrol	o Assists in accident reconstruction, investigations, etc. <i>CS 6/09</i>
12. Financial Crime Services	o Implementation of the check diversion program. <i>CS 6/09</i>
13. 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 6/09</i>
14. East Metro Narcotics Task Force	o A Roseville officer is assigned to this unit. <i>CS 6/09</i>
15. Ramsey County Crime Lab	o Use lab for narcotics testing. <i>CS 6/09</i>
16. Midwest Children's Resource Center	o Assist us on interviews of victims of abuse. <i>CS 6/09</i>
17. Northwest Youth and Family Services	o They handle youth diversion programs for Roseville. <i>CS 6/09</i>
18. Tubman Family Alliance	o Provide follow-up and advocacy for victims of domestic violence. <i>CS 6/09</i>
19. Target Corporation	o They provide assistance with video forensics. <i>CS 6/09</i>
20. BCA, Ramsey County, St. Anthony Police Department	o We utilize these agencies for computer forensics along with tracking cell phones and other mobile devices.. <i>RM 7/11</i>
21. Ramsey County Apprehension and US Marshals	o Both have provided assistance to us on several cases in gathering intelligence, locating suspects, executing search warrants and tracking cell phones. <i>CS 6/09</i>
22. Postal Inspector	o We regularly work with the US Postal Inspector in verifying addresses and also on criminal cases involving US Mail. <i>CS 6/09</i>
23. Mid-America	o We have entered into a partnership with Mid-America for storage and sale of forfeited vehicles. <i>CS 6/09</i>
24. Propertyroom.com	o Utilize this web-based service to sell items recovered by the police department. <i>CS 6/09</i>

25. Ramsey County Special Investigations Unit	o Their analysts have assisted us on several cases, creating crime maps, analysis and forecasting. <i>CS 6/09</i>
26. Bureau of Criminal Apprehension	o Laboratory analysis of evidence from fire scenes. <i>TO 9/09</i>
27. State Fire Marshal office	o Assistance with fire investigations on an as needed basis. <i>TO 9/09</i>
28. State Fire Marshal Office	o Resources and materials for public fire safety education. <i>TO 9/09</i>
29. Allina Medical transportation	o Provide patient transport within the city of Roseville. <i>TO 9/09</i>
30. Allina Medical transportation	o Provide medical training for fire department. <i>TO 9/09</i>
31. Minnesota State Regional Hazardous Material teams	o Provide response and technical assistance at Haz Mat incidents. <i>TO 9/09</i>
32. St. Paul Fire Training Center	o Provide training area for fire training. <i>TO 9/09</i>
33. Ramsey County municipalities	o Share purchase and maintenance of election equipment <i>CC 12/09</i>
34. Arden Hills, Little Canada, Lauderdale, Maplewood, Shoreview and White Bear Lake	o Coordinated a rain barrel/compost bin truckload sale <i>WM 6/10 WJM 5/11</i>
35. 911 Cell Phone Bank	o PD utilizes services to collect and refurbish cell phones donated by the community to the PD's 911 Emergency Cell Phone program <i>RM 9/10</i>
36. Ramsey County Project Lifesaver Program	o Personal locating device service offered to Ramsey County residents <i>RM 9/10</i>
37. Combined CERT (Citizens Emergency Response Team)	o Program into New Brighton's VIPS (Volunteers in Police Services) Program to offer more opportunities to volunteer and train members. <i>RM 9/10</i>
38. League of Minnesota Cities	o Online training for Police Officers <i>RM 1/11</i>
39. Bureau of Criminal Apprehension	o PD partners with the BCA in investigating and combating the exploitation of children through the computer. The BCA provides funding for equipment, training and expenses incurred by law enforcement as a result of such investigations. <i>RM 7/11</i>
40. Ramsey County Narcotic Evidence Disposal	o PD partners with Ramsey County and other suburbs in the disposal of expired prescription medications. <i>RM 7/11</i>
41. Minnesota Department of Public Safety	o PD partners with DPS in the investigation of scams and wire transfer frauds, especially those that originate outside the United States. <i>RM 7/11</i>
42. Ramsey County Homeland Security and Emergency Management	o PD partners with RCHSEM using their mobile command post during critical incidents.
43. Law Enforcement Technology Group	o PD partners with St. Anthony PD in sharing information. <i>RM 7/11</i>
44. Ramsey County Traffic Safety Initiative	o PD partners with other Ramsey County law enforcement agencies in combating drunk driving across the county. <i>RM 7/11</i>
45. Drug Recognition Experts	o PD partners with area law enforcement agencies in loaning on-duty DRE officers in combating narcotics related driving offense. <i>RM 7/11</i>
46. Police Canine Program	o PD partners with area law enforcement agencies in loaning on-duty Police K9 teams for assistance in locating individuals and evidence. <i>RM 7/11</i>
47. Ramsey County East Metro Real Time Information Center (EMRIC)	o PD Partners with EMRIC for covert surveillance camera installation and real time monitoring in targeted locations. <i>RM 10/11</i>
48. Ramsey County Elections	o County coordinates 2012 elections. <i>CC 10/11</i>
49. City of Lauderdale	o Recreation Services Agreement (April 2011) <i>LB 10/11</i>

50. Northwestern College	o Cooperation for field maintenance and field use (May – Oct 2011) <i>LB 10/11</i>
51. North Suburban Soccer Association	o Cooperation for field maintenance and field use (May – Oct 2011) <i>LB 10/11</i>

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

REQUEST FOR COUNCIL ACTION

Date: 1/23/12

Item No.: 7.†

Department Approval

City Manager Approval

WJ Malinen

Item Description: Receive City Grant Applications Quarterly Update

BACKGROUND

In May, 2009, Resolution #10711 authorizing the City Manager to execute certain grant applications on behalf of the City and to report any applications to the City Council was adopted. The City has applied for several grants in the past several months.

POLICY OBJECTIVE

To notify the Council of grant applications that the City has applied for in recent months.

STAFF RECOMMENDATION

Receive the report.

REQUESTED COUNCIL ACTION

Receive the report.

Prepared by: **William J. Malinen, City Manager**

Attachments: A: Resolution 10711, Authorizing the City Manager to Execute Certain Grant Applications
 B: List of grant applications and status report

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 18th day of May, 2009, at 6:00 p.m.

The following members were present: Roe, Johnson, Ihlan, Pust and Klausing

and the following were absent: none.

Mayor Klausing introduced the following resolution and moved its adoption:

**RESOLUTION No. 10711
Resolution Authorizing the City Manager to Execute Certain
Grant Applications on behalf of the City of Roseville**

WHEREAS, the City of Roseville has applied for a variety of grants which benefit the City; and

WHEREAS, the Roseville City Council encourages staff to continue to identify and apply for grants as a means to fund the policies, priorities and programs of the City, as established by actions of the Council; and

WHEREAS, grant submittals sometimes require verification of authority to submit an application on behalf of the City, and the required timeframes for submittal sometimes may not allow for Council authorization prior to application deadlines.

NOW, THEREFORE, BE IT RESOLVED, that the City of Roseville does hereby authorize the City Manager to execute grant applications on behalf of the City of Roseville in cases where Council authorization is not required or is required but cannot be practically obtained prior to an application deadline, and where any matching funds or other city financial obligation related to the grant are accounted for either in the City budget or by previous Council action; and

BE IT FURTHER RESOLVED, that the City Manager will report any such grant applications to the City Council after the application is submitted.

The motion for the adoption of the foregoing resolution was duly seconded by Member Roe, and upon a vote being taken thereon, the following voted in favor thereof: Roe, Johnson, Ihlan, Pust and Klausing
and the following voted against the same: none.

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 18th day of May, 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 18th day of May, 2009.



William J. Malinen, City Manager

(Seal)

**City of Roseville
Grant Applications
1/23/12**

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
The US Conference of Mayors—Main Street Economic Recovery Survey on Infrastructure Job Potential	Commercial Officer – 1 yr	\$120,000	3/09	PD				2009		0	
MN Dept of Human Rights	Facilitated Training for HRC	\$1,500	4/09	AD	None				7/23/09	\$1,500	
Bureau of Justice Assistance	CSO – 1 yr CITs – 1 yr	\$31,828	4/09	PD	None				7/24/09	\$31,828	04/13/09
COPS Hiring Recovery Program	Three Officers	\$601,500	4/09	PD				9/01/09		0	
MN Dept of Health	Alcohol Compliance Checks	\$3,720	7/09	PD				8/10/09		0	
MN Dept of Health	Alcohol Compliance Checks	\$2,840	4/10	PD	None					0	
US Dept of Homeland Security	Assistance to Firefighters, Fire Station Construction	\$4,927,110	7/09	FD	Land Purchase, Landscaping, Some Bldg Equip, Interior Finishing, Office Equip, Interior Furniture			4/1/2010		0	
MN Office of Justice Programs Recovery Act	New RMS, Mobile, Field Reporting Pkg	\$400,032	7/09	PD	None				2009	\$400,032	09/28/09
MN DEED	Property acquisition, construction segment of TL Pkwy and reconstruction of Prior Avenue	\$1,000,000	8/09	CD	Matching Funds: 1,000,000	CC	07/27/09		11/9/09	\$1,000,000	2/22/10
ARRA Federal Stimulus Recovery Act – Geothermal Technologies	Extension of Geothermal to Mtnce	\$1,154,480	8/09	PW	Matching Funds 1,154,480	CC	07/27/09	10/09		0	

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
Program Grant	Bldg & City Hall										
Ramsey County Sheriff's Office and the Minnesota Department of Public Safety	Overtime for Safe & Sober participation	\$52,170		PD	None	CC	10/19/09		10/19/09	\$52,170	10/19/09
Ramsey County Environmental Response Fund	Brownfields cleanup	\$30,000	8/09	CD	N/A				09/09	\$30,000	12/21/09
Metropolitan Council Livable Communities Program	Site acquisition, stormwater management, and pedestrian improvements associated with Sienna Green Phase 2	\$297,100	8/09	CD	N/A	CC	9/14/2009		1/13/10	\$202,100	6/28/10
Ramsey County Environmental Response Fund	Brownfields Cleanup	\$344,570	11/06	CD	N/A				12/01/09	\$180,570	3/08/10
Lakeridge	Defibrillator	\$500	3/09	PD	None				03/09	\$500	04/13/09
Kiwanis	Defibrillator	\$500	3/09	PD	None				03/09	\$500	04/13/09
TCF	Defibrillator	\$1,000	6/09	PD	None				06/09	\$1,000	06/09
MN Dept of Human Rights	Community Outreach	\$1,500	9/09	AD	None				10/22/09	\$1,500	Yes
MN Dept of Human Rights	Civic Engagement	\$1,500	12/09	AD	None				01/10	\$1,500	
MN Pollution Control Agency	Stipend for Two GreenCorps Volunteers	0	7/09	AD, PR, PW	Office space, support	CC	7/20/09	9/09		0	
Minnesota Department of Agriculture	Forest Protection Grant for Emerald Ash Borer	\$100,000		PR	15% In-Kind or Cash Match				1/15/10	\$50,000	1/11/10
US Dept of Homeland Security	BearCat Vehicle for SWAT	\$227,557	02/10	PD	0				Yes	\$227,557	02/10
Granite Foundation	Partial Funding to Purchase an ATV to	\$5,000	03/09	PD	\$6,000				06/09	\$5,000	04/13/09

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
	replace golf cart used to patrol parks										
Target Corporation	Funding for Shop with a Cop, Citizen's Academy, and National Night to Unite	\$3,500		PD	Ongoing- typically provided on an annual basis					0	
MN Office of Traffic Safety	In-Squad Cameras	\$52,000	09/10	PD	0				Yes	\$52,000	09/10
Ramsey County UASI Project	Emergency Operations Center Equipment	\$36,695	1/10	FD	None				3/2010	\$7650	4/1/201
Assistance to Firefighters Grants (AGF)	CPR devices	\$12,200	3/09	FD	\$4,880			4/2/2010		0	
Federal Appropriation	Twin Lakes infrastructure	\$1,000,000	4/09		None				12/09	\$1,000,000	
State of Minnesota- Dept of Homeland Security	Fire Corps Program	\$6,600	3/10	FD	None		3/10			0	
DEED Contamination Investigation& RAP Development Grant	Site assessment at PIK Site	\$50,000	5/10	CD	50% match to be paid my McGough	Council	4/26/10		6/10	\$50,000	12/10
Rice Creek Watershed District	Cost share for drainage improvements	\$50,000	5/09	PW	Remainder of project costs				3/10	\$50,000	5/10
Ramsey Conservation District	Wetland restoration Rain Gardens	0	5/09	PW	Remainder of project costs				4/10	\$27,165	5/10
Metropolitan Council Environmental Services	Sanitary Sewer Infrastructure Improvements	\$50,000	7/10	PW	>50% match					0	
Ramsey County Environmental Response Fund	Brownfields Cleanup	\$83,000	6/10	CD	None				7/10	\$83,000	
Minnesota Department of Public Safety	First Responder Reimbursement Program	0	09/10	FD	None			9/1/2010		0	
Ryan Companies	Purchase of Defibrillator	\$500	07/10	PD	0				Yes	\$500	
Dept of Public Safety	Safe & Sober	\$20,000	02/09	PD	0				Yes	\$20,000	2/09
Target Corporation	McGruff Costume	\$1,000	07/10	PD	0				Yes	\$1,000	8/10
2010 US DOJ—COPS	Three add'l officers	\$552,126		PD			6/10	Denied		0	

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
Ofc											
Ramsey County SCORE Grant	Encourage Recycling	\$70,207	11/09	AD	0	12/09	11/09		12/09	\$70,207	
Ramsey County SCORE Grant	Encourage Recycling	\$70,327	10/10	AD	0	12/10	10/10		12/10	\$70,327	
Ramsey County Be Active! Be Green! Recycling Container Project	Encourage Recycling in Public Places (45 bins @ \$302.90 ea)	\$13,630	9/10	AD	0	9/10	9/10		10/10	13,630.	
Metropolitan Council	Construction Costs for Sienna Green II	\$300,000	7/10	CD	0				12/10	\$300,000	6/11
Metropolitan Council (State bonding money sought by Metro Cities)	Sanitary Sewer Inflow and Infiltration Reduction (expected only \$50,000)	\$124,000	12/10	PW	\$156,662				1/11	\$156,662	
TED Transportation Grant	Twin Lakes 35W Ramp Improvements	\$675,000	12/10	PW	\$289,000			1/11		0	
Metro Regional Arts Council	Summer Entertainment	\$5,000	1/11	PR	\$1,250						
Private Citizen Donation	Police K9 Program	\$10,000	3/11	PD	0					\$10,000	04/11
St. Paul K9 Foundation	Police K9 Program	\$6,000	3/11	PD	0					\$6,000	04/11
MN Dept of Public Safety	Safe & Sober, Click It or Ticket, HEAT	\$52,000	09/11	PD	0	09/10	09/10			\$52,000	10/10
Ramsey County Homeland Security and Emergency Management	Replacement 800 MHz radio equipment	\$ 30,000	3/11	PD	0				3/11	\$30,000	4/11
Metropolitan Council	Twin Lakes 35w	\$964,000	7/11	PW	20%	7/11	12/11				

[illegible]

REQUEST FOR COUNCIL ACTION

Date: 1/23/12

Item No.: 7.g

Department Approval

City Manager Approval



Item Description: Award Contract for Operation of a Clean Up Day

BACKGROUND

Roseville reinstituted a Clean Up Day in 2003 after a decade hiatus. The service has been well received. There have been between 324 and 567 vehicles visiting the site in each of the nine years of the Clean Up Day. Residents have disposed of more than 20 tons of garbage and recycled more than 10 tons of appliances, electronics and tires each year.

The contract for operation of the City's Clean Up Day expired in 2011 and staff issued an RFP for 2012-2014. One proposal was submitted. Lightning Disposal meets the service specifications of the proposal. Additionally Lightning Disposal's prices for most categories are lower than the current contract (see attached price sheet).

POLICY OBJECTIVE

In 2002 the Residential Solid Waste and Recycling Citizen Advisory Committee recommended reinstating the City's Clean Up Day to provide a convenient, one-stop location for the disposal of items that can't go in curbside trash carts (either because of volume or the nature of the material requires special handling).

BUDGET IMPLICATIONS

Users pay two-thirds of the disposal costs for their items – the City pays the other third. Roseville has paid between \$4,500 and \$6,500 annually for operation of the Clean Up Day. Staff has proposed budgeting \$6,000 annually to cover disposal costs. The contractor and City staff estimate this should be sufficient. This service is paid for through the City's Recycling Fund.

STAFF RECOMMENDATION

Award the 2012-2014 Clean Up Day Contract to Lightning Disposal, Incorporated.

REQUESTED COUNCIL ACTION

A motion to award the 2012-2014 Clean Up Day Contract to Lightning Disposal, Incorporated.

Prepared by: Tim Pratt, Recycling Coordinator
Attachments: A: Price Comparison Chart
B: Contract

2011 Clean Up Day RFP Price Comparison Chart

Attachment A

	<u>2008-2011</u>	<u>Lightning Bid 2012-2014</u>
Pickup Load	\$40.00	\$30.00
Minivan/SUV Load	\$24.00	\$18.00
Car Load	\$15.00	\$9.00
Trailer	\$40.00	\$30.00
Child Car Seat	na	\$15.00
Mattress	\$15.00	\$18.00
Box Spring	\$15.00	\$18.00
Appliance	\$15.00	\$11.00
Appliance with Freon	\$24.00	\$18.00
Stuffed Chair	\$10.00	\$6.00
Couch	\$16.00	\$11.00
Hide-a-bed	\$20.00	\$17.00
Tires	\$3.00	\$2.00
Tires on rim	\$3.25	\$2.00
Scrap Metal (per yard)	\$10.00	\$5.00
Auto Batteries	\$3.00	\$2.00
Electronics	\$7.50	\$12.00
Small Engines	\$10.00	\$10.00
Other		Tractor Tires \$40 Railroad Ties \$25 (yard)

Agreement for Comprehensive Recycling Services

This Agreement ("Agreement") is made on the _____ day of _____, 20____, between the City of Roseville, a Municipal Corporation (hereinafter "City"), and Lightning Disposal, Inc., a Minnesota Corporation (hereinafter "Contractor").

Preliminary Statement

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

The City and Contractor agree as follows:

1. ***Scope of Work Proposal.*** The Contractor agrees to provide the comprehensive Clean Up Day work and services described and shown in Exhibit A attached hereto ("Work"), in consideration for the compensation set forth in Provision 3 below.

Following each Clean Up Day the City and Contractor shall meet to discuss modifications which could be made to improve the city's Clean Up Day program. The Contractor shall incorporate, without additional charge, such modifications as the city deems appropriate in providing the Work on the subsequent Clean Up Day.

2. ***Term.*** The term of this Agreement shall be from February 1, 2012, through December 31, 2014, the date of signature by the parties notwithstanding.

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

- A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.

- B. The Contractor may subcontract with Nitti Sanitation, Inc. to perform some of the Work to be performed under this Agreement. The Contractor shall not retain any other subcontractors to perform the Work without the prior written consent of the City. The Contractor shall, in accordance with Minnesota Statutes §471.425, Subd. 4a, pay all subcontractors within ten days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. In the event that the Contractor fails to pay its subcontractors within 10 days, the Contractor must pay interest 1-1/2 % per month or any part of a month to the subcontractor for any

undisputed amount not paid to the subcontractor on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

4. **City Representative.** The Roseville Recycling coordinator, Tim Pratt, shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Contractor of such change in writing.

A. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Contractor agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.

5. **Method of Payment.** The Contractor shall submit to the City no later than 60 days after each Clean Up Day, an itemized invoice for Work performed under this Agreement pertaining to such Clean Up Day. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain a description of the Work performed, the period to which the invoice applies, and the payment amount due for such period. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.

To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

- A. The City shall have the right to suspend the Work to be performed by the Contractor under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Contractor is suspended in whole or in part by the City, the

Contractor shall be paid for Work performed prior to the delivery upon Contractor of written notice from the City of such suspension.

B. The Contractor shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

6. ***Project Manager and Staffing.*** The Contractor has designated Robert Nitti ("Project Contact") to supervise the Work and as the person for the City to contact and communicate with regarding the performance of the Work. The Project Contact shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Contractor may not remove or replace the Project Contact unless it provides the City written notice of such removal or replacement and the name of the new Project Contract at least thirty (30) days prior to such removal or replacement..

7. ***Standard of Care.*** All Work performed by the Contractor under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for services of like kind to the Work being performed under this Agreement.

8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential shall not be made available by the Contractor to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Contractor.

9. ***Termination.*** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Contractor a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered by the Contractor through and until the date of termination so long as the Contractor is not in default under this Agreement. If however, the City terminates this Agreement because the Contractor is in default of its obligations under this Agreement, no further payment shall be payable or due to the Contractor following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another Contractor to undertake or complete the Work to be performed hereunder.

10. ***Subcontractor.*** The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor

shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.

11. ***Independent Contractor.*** At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.
12. ***Non-Discrimination.*** During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. ***Assignment.*** The Contractor shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. ***Services Not Provided For.*** No claim for services furnished by the Contractor not specifically provided for herein shall be paid by the City.
15. ***Compliance with Laws and Regulations.*** The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. ***Waiver.*** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.
17. ***Indemnification.*** The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any act or omission of the Contractor, its officers, agents, employees, contractors and/or

subcontractors pertaining to the execution, performance or failure to adequately perform the Work and/or its obligations under this Agreement.

18. **Insurance.**

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

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

Worker's Compensation:	Statutory Limits
Employer's Liability:	\$500,000 each accident
(Not needed for	\$500,000 disease policy limit
Minnesota based	\$500,000 disease each employee
Contractor):	
Commercial General Liability:	\$1,500,000 per occurrence
	\$2,000,000 general aggregate
	\$2,000,000 products – completed operations
	Aggregate
	\$100,000 fire legal liability each occurrence
	\$5,000 medical expense
Comprehensive Automobile	
Liability:	\$1,000,000 combined single limit (shall include
	coverage for all owned, hired and non-owned
	vehicles.

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

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and

(iii) Broad Form Property Damage coverage, including Completed Operations.

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

(i) All policies shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);

(ii) All policies, except the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;

(iii) All policies, except the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Contractor under this Agreement; and

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

A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph 18, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements. Renewal certificates shall be provided to the City at least 30 days prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor from, nor be deemed a waiver of, the City's right to enforce the terms of the Contractor's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

E. The Contractor shall deliver to the City either: a) Performance and Payment Bonds which are satisfactory to the City with a corporate surety acceptable to the City in the amount of \$15,000.00 each or b) another form of financial security acceptable to the City, such as a cash deposit or Letter of Credit in an amount, in a form and from a financial institution acceptable and to the City, for the faithful performance of all of the Contractor's obligations under this Agreement and to pay persons and entities supplying labor and/or materials in connection with the Work. This Agreement shall not be effective until such financial security has been delivered to and accepted by the City and approved by the City Attorney.

- 273 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information
274 generated in connection with the performance of this Agreement (“Information”) shall
275 become the property of the City, but the Contractor may retain copies of such documents
276 as records of the services provided. The City may use the Information for any reasons it
277 deems appropriate without being liable to the Contractor for such use. The Contractor
278 shall not use or disclose the Information for purposes other than performing the Work
279 contemplated by this Agreement without the prior consent of the City.
280
- 281 20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or
282 related to this Agreement or the relationships which result from this Agreement shall be
283 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
284 actions by either party. Unless the parties agree otherwise, the mediation shall be in
285 accordance with the Commercial Mediation Procedures of the American Arbitration
286 Association then currently in effect. A request for mediation shall be filed in writing with
287 the American Arbitration Association and the other party. No arbitration or legal or
288 equitable action may be instituted for a period of 90 days from the filing of the request
289 for mediation unless a longer period of time is provided by agreement of the parties. The
290 cost of mediation shall be shared equally between the parties. Mediation shall be held in
291 the City of Roseville unless another location is mutually agreed upon by the parties. The
292 parties shall memorialize any agreement resulting from the mediation in a Mediated
293 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
294 court having jurisdiction thereof.
295
- 296 21. **Annual Review.** Each year during the pendency of this Agreement, the City shall have
297 the right to conduct an annual review of the performance of the Work performed by the
298 Contractor under this Agreement. The Contractor agrees to cooperate in such review and
299 to provide such information as the City may reasonably request. Following each
300 performance review the parties shall, if requested by the City, meet and discuss the
301 performance of the Contractor relative to the remaining Work to be performed by the
302 Contractor under this Agreement.
303
- 304 22. **Conflicts.** The Contractor agrees that no salaried officer or employee of the City and no
305 member of the City Council of the City shall have a financial interest, direct or indirect,
306 in this Agreement. The violation of this provision shall render this Agreement void, and
307 the Contractor will forfeit any payments to be made under this Agreement.
308
- 309 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of
310 Minnesota.
311
- 312 24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
313 shall be considered an original.
314
- 315 25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
316 for any reason, held by a court of competent jurisdiction to be contrary to law, such
317 decision shall not affect the remaining provisions of this Agreement.
318

- 319 26. **Notices.** Any notice to be given by either party upon the other under this Agreement
320 shall be properly given: a) if delivered personally to the City Manager if such notice is to
321 be given to the City, or if delivered personally to Robert Nitti or another officer of the
322 Contractor if such notice is to be given to the Contractor, b) if mailed to the other party
323 by United States registered or certified mail, return receipt requested, postage prepaid,
324 addressed in the manner set forth below, or c) if given to a nationally, recognized,
325 reputable overnight courier for overnight delivery to the other party addressed as follows:
326

327 If to City: City of Roseville
328 Roseville City Hall
329 2660 Civic Center Drive
330 Roseville, MN 55113
331 Attn: City Manager
332

333 If to Contractor: Lightning Disposal, Inc.
334 1725 Meadow View Road
335 Eagan, MN 55121
336 Attn: Robert Nitti
337

338 Notices shall be deemed effective on the date of receipt if given personally, on the date of
339 deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so
340 delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to
341 an overnight courier, the time for response to any notice by the other party shall
342 commence to run one business day after the date of mailing or delivery to the courier.
343 Any party may change its address for the service of notice by giving written notice of
344 such change to the other party, in any manner above specified, 10 days prior to the
345 effective date of such change.
346

- 347 27. **Entire Agreement.** Unless stated otherwise in this Provision 27, the entire agreement of
348 the parties is contained in this Agreement. This Agreement supersedes all prior oral
349 agreements and negotiations between the parties relating to the subject matter hereof as
350 well as any previous agreements presently in effect between the parties relating to the
351 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
352 provisions of this Agreement shall be valid only when expressed in writing and duly
353 signed by the parties, unless otherwise provided herein. The following agreements
354 supplement and are a part of this Agreement: Exhibits A, B and C.
355

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

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

LIGHTNING DISPOSAL, INC.

By: _____
Its: _____

EXHIBIT A

Page 1

WORK

The Contractor shall perform all of the work and services necessary to conduct the Roseville Clean Up Days on April 28,2012, April 27,2013 and April 26, 2014, including all set-up, collection, disposal, clean-up and other work and services described and shown in Section 3 (General Requirements for All Collection), Section 4 (Annual Reporting and Promotional Activities) and Section 5 (Materials Disposition) of the City's Request for Proposals dated November 18, 2011, and in Appendix C (Process of Operations) in the Contractor's Proposal. Section 3,4 and 5 of the City's Request for Proposal and Appendix C in the Contractors Proposal are attached to and made a part of this Exhibit A.

3. GENERAL REQUIREMENTS FOR ALL COLLECTIONS

3.01. Contractor Service Requirements

The Contractor agrees to provide comprehensive Clean Up Day services as described in the Proposal.

3.02. Collection Vehicle Equipment Requirements

All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and meet all applicable federal, state, and local laws, rules, regulations, standards, and industry best practices.

All vehicles must be clearly identified on both sides with Contractor's name and telephone number or website address.

3.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement including, but not limited to, a portable toilet, collection area signs and directional signs. The Contractor will provide an Event Supervisor to oversee the crews servicing the Clean Up Day. The Event Supervisor will coordinate service with the City's representative.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c) Be clean and presentable in appearance, as so far as possible.
- d) Drive in a safe and considerate manner.
- e) Monitor for any spillage and be responsible for cleaning up any litter or breakage.

- f) Avoid damage to property.
- g) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

3.04. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations begin no later than 8 a.m. and are completed by 3:00 p.m. on the scheduled collection day. City and Contractor may extend the collection hours by mutual written agreement.

3.05 Materials Accepted

Contractor shall arrange to collect and deliver to approved recycling or disposal facilities the following types of materials:

- Municipal Solid Waste (MSW)
- Child Car Seats
- Construction and Demolition Debris (C&D)
- Concrete
- Mattresses
- Box Springs
- Appliances (microwaves, washers, water heaters, etc.)
- Appliances with Freon (dehumidifiers, refrigerators, etc.)
- Stuffed Chairs
- Couches
- Hide-a-beds
- Tires (car – both on and off the rim)
- Scrap Metal
- Small Engines (lawn mower, snow blowers, etc.)
- Automotive Batteries
- Electronics
- Carpet

Additional materials may be added by mutual written agreement between the City and the Contractor. Examples may include tractor tires and railroad ties. Additional materials should be identified on the completed Attachment A.

3.06 Unacceptable Materials

Contractor shall not collect household hazardous waste, explosives or other material requiring special handling.

Residents arriving with unacceptable material will be directed by Contractor's staff at the gate to appropriate disposal facilities for these items.

If unacceptable material makes it past screening at the gate, the unacceptable material shall be segregated from other materials, stored and delivered to an appropriate disposal facility by the Contractor.

3.07 Collection Location

The Clean Up Day will be held at the Dale Street Soccer Fields parking lot 2555 N. Dale Street in Roseville unless the City of Roseville and Contractor mutually agree on a different sight.

Contractor may begin staging collection equipment after 2:00 p.m. Friday afternoon immediately preceding the Clean Up Day. However, the City will not be liable for any damage that may occur to the equipment left overnight at the site. All collection equipment shall be removed by 5:00 p.m. on the Clean Up Day.

3.08. Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled, leaked or blown during the course of collection and/or hauling operations and return the area to the state that existed prior to set up.

3.09. Severe Weather

Collections may be postponed due to severe weather at the sole discretion of the City. "Severe Weather" shall include, but not be limited to, those cases where the temperature at 6:00 a.m. is -20 degrees F or colder. The Contractor will be responsible for notifying the residents by radio and/or television announcements. The City will be responsible for notifying the residents by municipal cable TV and messages through the City's email notification system. Upon postponement, the City shall select an alternate date for the Clean Up Day.

3.10. Weighing of Loads

Contractor will keep accurate records regarding the date and time of delivery of material to the Resource Recovery Facility or other designated facility, and the weight or number of items delivered to the facility. The information shall be maintained on file by the contractor for at least three years from the date of the Clean Up Day in the event of an audit by the City or County.

3.11. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, he/she shall repair or replace same, or failing to do so within 48 hours, the City shall cause repairs or replacement to be made and the cost of doing so (including administrative charges) shall be charged to the Contractor. The Contractor shall reimburse the City for any such expenses within 10 days of receipt of the City's invoice.

3.12. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or vehicles, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, shall cause repairs or replacement to be made and the cost of doing so (including administrative charges) shall be charged to the Contractor. The Contractor shall reimburse the City for any such expenses within 10 days of receipt of the City's invoice.

3.13. Street Improvements

This Contract is subject to the right of State of Minnesota, Ramsey County or the City of Roseville to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent

the Contractor from traveling its accustomed route or routes for the purpose of collecting and disposing of material at the Clean Up Day. The Contractor agrees not to make any claim for compensation against the City for such interference.

3.14. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$15,000 or equal ("*equal*" may include a Letter of Credit from a banking institute approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

3.15. Subcontractor

Subcontracting is allowed as needed, but all such Contractor-subcontractor relationships must be explicitly described in each proposal scenario. The Contractor shall not enter into subcontracts for any of the services provided for under the executed contract for the services specified herein, without the express written consent of the City.

3.16. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- b) No proposal can be withdrawn before 60 days after the date for submission of proposals.

- c) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

4. ANNUAL REPORTING, PLANNING & PROMOTIONAL ACTIVITIES

4.01. Annual Materials Reports

The Contractor will submit to the City annual reports dealing with the City's Clean Up Day program. At a minimum, the Contractor shall include in each report the following information:

- The total number of vehicles that delivered material.
- The total number of items collected under each category of materials that are tracked by item such as appliances.
- The total weight of items collected that are tracked by weight such as MSW.

Reports for the spring Clean Up Day shall be due by June 30. The Contractor shall include in its annual report recommendations for continuous improvement in the City's Clean Up Day program.

Copies of annual reports generated by the Contractor shall be included in the response to this RFP.

4.02. Publicity, Promotion, and Education

The Contractor and the City's representative shall work together in the preparation and distribution of educational materials to insure accurate information and program directions. The City will pay for and distribute educational materials, not including supplemental material distributed by the Contractor.

The City shall prepare and distribute to residents a list of materials accepted at the Clean Up Day and the price residents shall pay to the Contractor for material disposal.

4.03 Annual Planning Meeting

The Contractor and the City's representative shall meet at least annually to review operation of the Clean Up Day.

5. MATERIALS DISPOSITION

5.01 Disposal Facilities Must Be Specified

Contractor and the City shall work to maximize recycling of the material collected. Contractor shall assure that all materials collected at the Clean Up Day that cannot be recycled are disposed of in accordance with all applicable state and federal regulations. All facilities and parties handling the waste material must be licensed, permitted or otherwise approved by the appropriate regulatory authority.

Items deemed to be Municipal Solid Waste (MSW) shall be taken to the Resource Recovery Facility in Newport, Minnesota.

Contractor shall complete Attachment B - a list of disposal facilities for all the items collected specified in 3.05 and on Attachment A.

The City retains the right to reject a Contractor's proposed disposal facility and designate an alternate disposal facility.

5.02 Materials Disposition

All materials, components and residuals managed under this Proposal will be restricted in international markets as follows:

All waste materials including processing residuals shall be processed, used, reused, reclaimed or disposed of only in Canada, Mexico or the United States. Additionally, the Contractor will provide documentation that electronics collected are processed by a company that will conduct the processing work in Mexico, Canada, or the United States. Such documentation will be included in the Contractor's response to this RFP.

The City reserves the right, solely at the City's option, after award of the Contract, to allow the management of waste materials, components and/or residuals outside of Mexico, Canada, or the United States. This allowance for the use, processing, reuse, reclamation, or disposal of waste materials overseas will only be made if the City can, at reasonable cost, assure itself of proper environmental management and limited environmental risk to the City. Such overseas waste management shall be by approval of specific subcontractors and specific overseas locations and must be

approved in writing by the City and the Contractor prior to management of the waste materials overseas.

~~6. PAYMENT AND DAMAGES~~

~~6.01. Term of Contract~~

~~Term means February 1, 2012 through December 31, 2014. The Clean Up Day will be held the last Saturday in April each year of the contract (April 25, 2009; April 24, 2010; April 30, 2011).~~

6.02. Compensation for Services

The City agrees to pay the Contractor for operating a Clean Up Day provided to the City as described in this proposal and made part of an executed contract.

6.03 Resident Payment

The City will subsidize one-third of the disposal costs for items listed in 3.05 and on Attachment A. Residents that utilize the Clean Up Day shall be responsible for payment of the remaining two-thirds of the disposal cost. Contractor will include in its response to this RFP a description of how it will collect information from residents, charge them and submit documentation for reimbursement. Contractor will include a copy of sample forms with its response.

6.04. Method of Payment

Contractor shall submit itemized bills for material collected and services provided. Bills submitted shall be paid in the same manner as other claims made to the City. Payment to the Contractor will not be released unless the required annual report has been filed with the City and approved by City staff.

6.05 Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for ~~failure of the Contractor to fulfill its obligations~~

Appendix C

Process of Operations

All vehicles will enter from the north entrance travel from the north to the south. No traffic will be allowed to take a left turn in the cleanup area.

Upon entering the parking lot residents will be greeted by a Lightning Disposal representative handing out clipboard requesting their name and address on a Lightning Disposal receipt (to be turned into the city later). After entering the cleanup area a supervisor will itemize the materials being delivered by the residents on their receipt. The resident will then be advised of where to pull ahead to. Two garbage trucks will be parked first on both sides of the parking lot with operators to help residents unload. Residents will then have the option to pull up to six 30yard construction containers spread across the first parking lot for construction materials, they will be positioned in the shape of an X. At the end of the first parking lot there will be a 10yd container for clean concrete to be sent for recycling. After making the left hand turn in the corner will be a 30yd container for brush and on the left side will be a 30yd for electronics. The next set of container will be a 30yd for appliances containing Freon and a 30yd for batteries and tires. Our final set of containers will be a set of 40yd container for scrap metal. I will enclose a hand drawn map for visual clarification.

Lightning Disposal will provide at least 1 person for each piece of equipment on sight and additional equipment to replace any vehicle or container that fills during cleanup hours.

References of Cleanups Performed

City of Roseville - 2008

City of Roseville Heights

Mike Sedlacek-651-255-1143

City of St. Paul - District 10

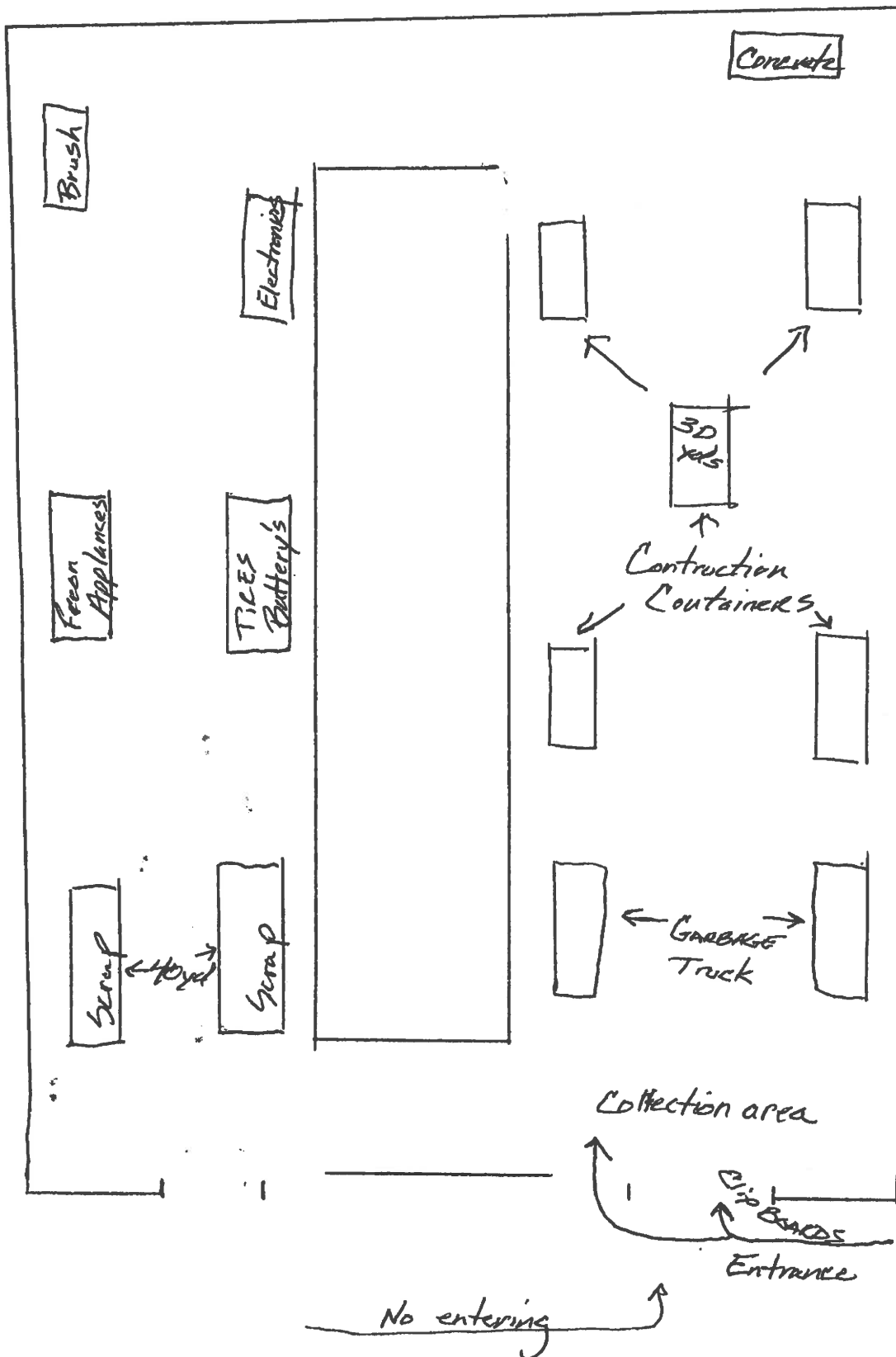
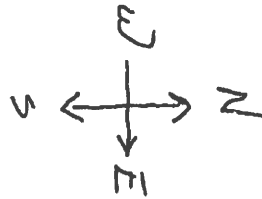
Jeff Roy-651-222-1222

Eureka (Many St Paul Cleanups)

City of St. Paul - 651-222-7678

District 9

City of St. Paul - 651-298-5595



417 **EXHIBIT B**

418 **Page 1**

419
420 **COMPENSATION**

421
422
423 The City shall pay the Contractor the following compensation for the Work to be
424 performed under this Agreement:

425
426 The City shall pay the Contractor one-third (1/3) of the amount designated below for the
427 collection and disposal of the items listed:

428		
429	Pickup Load	\$30.00
430	Minivan/SUV Load	\$18.00
431	Car Load	\$9.00
432	Trailer (4'x 4'x 8')	30.00
433	Child Car Seats	\$15.00
434	Mattress (any size)	\$18.00
435	Box Spring (any size)	\$18.00
436	Appliance (any size)	\$11.00
437	Appliance (with Freon)	\$18.00
438	Stuffed Chair	\$6.00
439	Couch	\$11.00
440	Hide-a-bed	\$17.00
441	Tires (car-each)	\$2.00
442	Tires (oversize-each)	\$3.00
443	Tires (on rim-car-each)	\$2.00
444	Scrap Metal	\$5.00/yd
445	Automotive Batteries	\$2.00

EXHIBIT B

Page 2

Electronics	\$12.00
-------------	---------

Small Engines	\$10.00
---------------	---------

The City and Contractor may add other items to the list in the future provided that a mutually agreeable price for collection and disposal of such item is agreed to in a writing which designates the item and collection and disposal price.

The residents using the service shall pay two-thirds (2/3) of the amount designated for the disposal of the items listed. The Contractor shall be responsible for the collection of the payment due from residents.

The compensation payable by the City set forth above shall constitute the total and complete compensation to be paid by the City under this Agreement for all Work set forth in Exhibit A, including but not limited to, all set up, collection, cleanup, record-keeping, planning, reporting, promotional activities, disposal and other work and services to be performed by the Contractor under this Agreement. The Contractor shall be responsible for the payment of all taxes and fees incurred or payable in connection with the Work, and the filing of all necessary tax returns required as a result of the payment of the amounts payable by the City and residents of the City under this Agreement.

EXHIBIT C
Page 1

SPECIAL CONDITIONS

1. The performance of the Work shall be subject to the provisions contained in Section 6.05 (Liquidated Damages) of the City's Request for Proposals set forth on pages 2 and 3 of this Exhibit C.
2. The City shall receive the benefit of, and retain the credits associated with, all electronic waste collected.
3. The Contractor shall comply with the requirements set forth in Section 3 (General Requirements in all collections), Section 4 (Annual Reporting and Promotional Activities) and Section 5 (Materials Disposition) of the City's Request for Proposals dated Nov. 18, 2011, and in Appendix C (Process of Operations) in the Contractor's Proposal, all being attached hereto as a part of Exhibit A, in the performance of the Work.
4. All items collected shall be disposed of at the location set forth on page 4 of this Exhibit C, unless otherwise agreed to by the City.

~~approved in writing by the City and the Contractor prior to
management of the waste materials overseas.~~

~~6. PAYMENT AND DAMAGES~~

~~6.01. Term of Contract~~

~~Term means February 1, 2012 through December 31, 2014. The
Clean Up Day will be held the last Saturday in April each year of the
contract (April 25, 2009; April 24, 2010; April 30, 2011).~~

6.02. Compensation for Services

The City agrees to pay the Contractor for operating a Clean Up Day
provided to the City as described in this proposal, and made part of
an executed contract.

6.03 Resident Payment

The City will subsidize one-third of the disposal costs for items listed
in 3.05 and on Attachment A. Residents that utilize the Clean Up
Day shall be responsible for payment of the remaining two-thirds of
the disposal cost. Contractor will include in its response to this RFP a
description of how it will collect information from residents, charge
them and submit documentation for reimbursement. Contractor will
include a copy of sample forms with its response.

6.04. Method of Payment

Contractor shall submit itemized bills for material collected and
services provided. Bills submitted shall be paid in the same manner
as other claims made to the City. Payment to the Contractor will not
be released unless the required annual report has been filed with the
City and approved by City staff.

6.05 Liquidated Damages

The Contractor shall agree, in addition to any other remedies
available to the City, that the City may withhold payment from the
Contractor in the amounts specified below as liquidated damages for
failure of the Contractor to fulfill its obligations.

The following acts or omissions shall be considered a breach of the Agreement:

- a) **Failure to clean up before the end of the Clean Up Day material spilled by Contractor as determined by City staff.**

\$500 each incident

- b) **Failure to segregate from other materials, store and deliver to an appropriate disposal facility material dropped off at the Clean Up Day.**

\$500 each incident

The Contractor shall be liable for liquidated damages amount(s) upon determination of the City of Roseville that performance has not occurred consistent with the provisions of the contract. The City shall notify Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. If the amount of any damages exceeds the payment due the Contractor, the City shall bill the Contractor for the additional amount. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

~~6.06. Services Not Provided For~~

~~No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.~~

~~6.07. Accounting Standard~~

~~The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract~~

ATTACHMENT B – Clean Up Day Materials Disposition

Contractor will designate the facility to which the following items collected at the City of Roseville Clean Up Day will be delivered.

Municipal Solid Waste	<u>Resource Recovery Technologies, Newport</u>
Child Car Seats	<u>Recycling Association of MN</u>
Construction & Demolition Debris	<u>SKB Environmental</u>
Mattresses	<u>Project for Pride in Living, Minneapolis</u>
Box Springs	<u>Project for Pride in Living, Minneapolis</u>
Appliances	<u>AMG Resources Corporation, St. Paul</u>
Appliances (with Freon)	<u>JR's Appliances</u>
Stuffed Chair	<u>Resource Recovery Technologies, Newport</u>
Couches	<u>Resource Recovery Technologies, Newport</u>
Hide-a-beds	<u>Resource Recovery Technologies, Newport</u>
Tires	<u>First State Tire</u>
Scrap Metal	<u>AMG Resources Corporation, St. Paul</u>
Automotive Batteries	<u>National Recycling Inc.</u>
Electronics	<u>JR's Appliances</u>
Carpet	<u>SKB Environmental</u>
Small Engines	<u>AMG Resources Corporation, St. Paul</u>
Concrete	<u>SKB Environmental</u>

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/23/12
Item No.: 7.h

Department Approval



City Manager Approval



Item Description: Approve Terms of 2012-2013 IUOE Local 49 Maintenance Workers Contract

BACKGROUND

The City of Roseville has three collective bargaining units, the Police Sergeants, Teamsters; Police, LELS; and the Maintenance Workers, IUOE Local 49. The Police Sergeants are settled for 2012 and the Officers are not.

This report pertains to the 49ers. There are 29 city employees in the 49ers' bargaining unit. They perform a variety of maintenance duties in the Public Works and the Parks and Recreation Departments. The City and the union have been negotiating since October 2011 as the contract expired on December 31, 2011.

The City benchmarks itself with comparable municipalities. According to comparable municipalities, the wages for this unit are below the average. The Council did approve an increase of 1% for non-union employees in 2012.

City staff and union members from Local 49 have met and found common ground for a settlement on a two year contract. The settlement terms meet the parameters set by Council in closed session. The membership voted to accept the contract terms on January 10, 2012 with implementation upon Council approval and effective 1/1/12. The following are the agreement terms:

Description of Proposed Agreement:

1. CONTRACT DURATION:

- Term of 2 years from 1/1/12 - 12/31/13

2. WAGES:

- 2% increase to wages effective 1/1/12 for all classifications.
- Effective January 1, 2013 increase all IUOE union classifications by whatever the final average COLA ends up being after any settlements for the maintenance units within the 10, Stanton 5 group, metro area Cities that are the 5 just larger in

population size and those 5 just smaller in population size or what City Council votes in for non-union City staff, whichever is greater. This will consist of the City Council's COLA given and any market adjustment needed to match the 10 City group's average percentage given for 2013 COLA's once all settlements are in.

3. INSURANCE:

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

4. COMPENSATORY TIME:

- The following language will be added to the compensatory time article in order to cap the amount of time each maintenance employee may use in compensatory time off on an annual basis.
 - 31.2 Accrued compensatory time must be taken subject to the EMPLOYER'S approval. Use must be requested and have approval from the EMPLOYER in advance. Compensatory time may be used to a maximum of 120 hours within a calendar year. Upon resignation accrued compensatory time will be paid in a lump sum.

5. STANDBY PAY:

- Increase standby pay \$20 per week to bring it to the market average of \$285 per week prorated.

POLICY OBJECTIVE

Each year the City budgets wage and benefit adjustments for all employees. The adjustments stem from the best information known or anticipated from the metro labor market, labor settlements and consumer price indexing.

The City's compensation policy objectives include:

Internal Equity - maintaining a compensation and benefit package that is as consistent as possible between the City's three union and two non-union groups.

External Equity- maintaining compensation and benefits packages that are equivalent to comparable cities for comparable positions.

BUDGET IMPLICATIONS

This proposed package costs the City approximately \$15,200 more than the Council approved in the 2012 budget.

STAFF RECOMMENDATION

Staff recommends approval of the 2012 -2013 49er contract terms.

74

75 **REQUESTED COUNCIL ACTION**

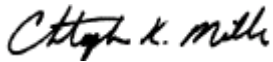
76 Motion to approve the proposed terms and conditions of the 2012-2013 collective bargaining
77 agreement with the IUOE Local 49 and direct City staff to prepare the necessary documents for
78 execution, subject to City Attorney approval.

Prepared by: Eldona Bacon, Human Resources Manager

REQUEST FOR COUNCIL ACTION

Date: 1/23/12
Item No.: 7.1

Department Approval



City Manager Approval



Item Description: Categorizing City Fund Balances in Accordance with New Governmental Standards

BACKGROUND

At the November 28, 2011 City Council meeting, the Council adopted a resolution categorizing the City's fund balances in accordance with new governmental standards. After further discussion with the City's Auditors it has been determined that four City Funds were inadvertently placed in the wrong category. The Funds include:

- ❖ Information Technology
- ❖ License Center
- ❖ Parks & Recreation (Programs)
- ❖ Parks & Recreation Maintenance

It was Staff's intent to leave these Funds in their current classification as a Special Revenue Fund – where the primary revenues are kept separate from the General Fund to carry out specific functions. However, this requires that these funds be categorized as 'Committed' under the new governmental standards; rather than 'Assigned'. A revised list of fund balance categorizations is included in *Exhibit B*. Exhibit A is also included for continuity purposes. No changes are proposed for Exhibit A, or the attached resolution.

The following is an excerpt of the narrative provided to the Council on November 28, 2011 explaining the new governmental standard:

{Excerpt from the November 28, 2011 City Council Meeting}

The presentation of municipal financial statements is guided by a number of oversight agencies including the Government Accounting Standards Board (GASB), a national organization that establishes generally accepted accounting and reporting standards for governmental entities. In February 2009, GASB Statement #54: *Fund Balance Reporting and Governmental Fund Type Definitions* was issued.

This Statement prescribed a new financial reporting requirement designed to enhance and clarify fund balance classifications and to promote greater consistency in governmental financial reporting. The Statement establishes fund balance classifications that comprise a hierarchy based on the extent to which a government is bound to constraints imposed upon the use of its financial resources. This

Statement only applies to the City's governmental funds; funds that are established to account for the activities of general programs and services. It does not apply to the City's water, sewer, or other 'enterprise'- type funds.

Under GASB Statement #54, a government's highest level of decision-making authority is required to assign these classifications – in our case, the City Council. The information presented below provides a brief overview of the classifications along with City Staff's recommendation on how to classify existing fund balances.

Fund Balance Classifications

GASB Statement #54 provides for 5 distinct classifications of fund balance. It should be noted that GASB's focus is primarily towards practitioners and the technical reader (as is probably evident by the terms and definitions). Nonetheless, the Council is asked to review the classifications in advance of making a formal determination of where City funds ought to be categorized.

City Staff will be available at the Council meeting to provide additional interpretation and guidance. The classifications are summarized in the table below.

GASB Statement #54 Fund Balance Classifications

Classification	Definition	Examples
Nonspendable	Amounts that cannot be spent because they are either; a) Not in a spendable form. b) Legally or contractually required to be maintained intact.	* Inventories * Prepaid items * Long-term receivables * Permanent principal of endowment funds
Restricted	Amounts that have constraints placed on them by either; a) External creditors such as debt covenants, grantors, contributors, or laws or regulations of another government b) Law through constitutional provisions or enabling legislation	* Restricted by State Statute * Unspent bond proceeds * Grants earned, but not spent * Debt covenants * Taxes dedicated to a specific purpose * Revenues restricted by enabling legislation
Unrestricted – Committed	Amounts that have constraints placed on them by formal action of the government's highest level of decision-making authority.	* The City Council decides to set aside monies for a new facility * Property tax levies set for a specific purpose by resolution
Unrestricted – Assigned	Amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed.	* The City Council delegates the authority to assign fund balances in specific-purpose funds to the City Manager or Finance Director
Unrestricted - Unassigned	Applies solely to the General Fund, and includes any amounts not reported under other classifications.	* Not applicable

Staff will add that the ‘Unrestricted-Assigned’ classification will allow Staff to use available monies to accommodate both operational and capital needs within each Fund, as prescribed by the Budget and Capital Improvement Plan. In contrast, the ‘Unrestricted-Committed’ classification is perhaps best reserved for specific purchases or initiatives that have a strong commitment from the City Council and may require long-term financial decision-making.

City Staff has reviewed the classifications defined under GASB Statement #54. The table shown in *Exhibit B of Attachment A* depicts the City’s General and special purpose funds along with the recommended fund balance category.

It is further recommended that any ancillary revenues such as interest earnings should be categorized in the same manner as the foundational revenue used to initially establish the fund.

GASB Statement #54 also prescribes the adoption of a Fund Balance Policy and Spending Prioritization Policy. The City already has an existing Fund Balance Policy. Therefore, it is suggested that a spending prioritization statement and corrective action statement simply be included in that Policy to maintain compliance with GASB Statement #54. A revised Fund Balance Policy in markup form is included in *Exhibit A of Attachment A*.

{End of Excerpt}

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff recommends the City Council adopt the attached resolution categorizing City Fund Balances.

REQUESTED COUNCIL ACTION

Adopt the attached resolution categorizing City Fund Balances in accordance with GASB Statement #54. This resolution will supersede a similar resolution adopted on November 28, 2011.

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution Categorizing City Fund Balances including Exhibits A & B.

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 23rd day of January 2012 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION _____

RESOLUTION ADOPTING FUND BALANCE CATEGORIZATIONS

WHEREAS, the City Council of the City of Roseville, Minnesota desires to adhere to generally accepted governmental accounting and financial reporting standards; and

WHEREAS, the Governmental Accounting Standards Board (GASB) is nationally recognized as the industry standard-bearer for governmental accounting and financial reporting requirements; and

WHEREAS, the GASB has adopted Statement #54; which prescribes a new requirement designed to enhance and clarify fund balance classifications and to promote greater consistency in governmental financial reporting; and

WHEREAS, the GASB has further prescribed that this new requirement be accompanied by a Fund Balance Policy and Spending Prioritization Policy, which is presented in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, that the categorizations and policies related to GASB Statement #54 as shown in Exhibit B be adopted and remain in effect until such time that a subsequent policy action is taken.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 23rd day of January, 2012, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of January, 2012.

William J. Malinen
City Manager

Seal

Fund Balance (Operating Fund Reserve) Policy

Purpose

- ☐ To provide a cushion against unexpected revenue and income interruptions
- ☐ To provide working capital by ensuring sufficient cash flow to meet the City's needs throughout the year

Policy

- ☐ The City will maintain a general fund reserve of 35-45% of the general fund's total annual operating budget. This ensures that the City has adequate funds on hand to provide for operations between bi-annual property tax collection periods. Any surplus beyond the required general fund reserve may be transferred to another reserve fund with a funding shortfall
- ☐ The City will strive to create a reserve in the Recreation Fund to equal 25% of the annual recreation budget. This reserve will provide a cash flow cushion and reduce the inter-fund borrowing expense to the Recreation Fund. Because of more frequent cash inflows, a 25% reserve will be adequate to support the daily cash needs of the fund
- ☐ The Community Development Fund is supported solely by building permit fees and charges. Because the economic environment has a major effect on this Fund, a fund balance of 25-50 % of the annual budget is a reasonable target. It is expected that as economic downturns take place, this reserve will provide for a transition period during which the Council will be able to assess and to better match operations with the economic need
- ☐ City enterprise funds shall have operating cash reserves sufficient to provide for monthly cash flow, and for a reasonable level of equipment and infrastructure replacement. Major reconstruction or system upgrades, may need to be funded from enterprise revenue bonds. Annual utility rate reviews will be made in regard to projected operating expenses and capital improvements. The Council will, on an annual basis, establish rates in accordance to operating cost recovery and the projected capital improvements
- ☐ All other operational funds e.g. License Center, Information Technology, etc are expected to operate with positive reserve balances of 10-25% of the annual operating budget. Each operational fund shall be reviewed on an annual basis to assure the fund balance is in line with the fund's objectives
- ☐ In the event the minimum fund balance drops below prescribed levels, the City shall dedicate new incoming property tax or program revenues (where applicable) in an amount sufficient to bring fund balance levels back into compliance within three fiscal years
- ☐ Unless otherwise directed by the City Council, monies held in individual Funds shall be expended first from restricted fund balances, second from committed fund balances, then from assigned fund balances, before using unassigned fund balance

197

198 Implementation

199 All fund reserves shall be reviewed each year at the time of the annual budget preparation for the purpose
200 of complying with this policy. Budgets shall be prepared on an "All Resources" basis, so that the City
201 Council and Community can readily discern the current and projected management of all reserves.

City of Roseville
Classification of Fund Balance
Per GASB #54

Exhibit B

Restricted

<u>Fund</u>	<u>Classification</u>	<u>Rationale / Foundational Revenue</u>
Police Forfeiture	Restricted	Restricted by State Statute; forfeiture funds
Telecommunications	Restricted	Restricted by State Statute; cable franchise fees
Community Development	Restricted	Restricted by State Statute; building permits & zoning fees
Lawful Gambling	Restricted	Restricted by State & Federal Statute; taxes on lawful gambling receipts and profits
Park Dedication	Restricted	Restricted by State Statute; park dedication fees
TIF Districts (various)	Restricted	Restricted by State Statute; TIF revenues
Debt Service (various)	Restricted	Restricted by State Statute and Bond Covenants

Unrestricted-Committed

<u>Fund</u>	<u>Classification</u>	<u>Rationale / Foundational Revenue</u>
<u>Information Technology</u>	<u>Unrestricted-Assigned</u>	<u>To account for the provision of information technology services to other cities; charges to other cities</u>
<u>License Center</u>	<u>Unrestricted-Assigned</u>	<u>To provide licensing and passport services; license fees, tabs, passport fees</u>
<u>Parks & Recreation</u>	<u>Unrestricted-Assigned</u>	<u>To account for the City's tax-supported parks & recreation programs; funded with property taxes</u>
<u>Parks & Recreation Maint.</u>	<u>Unrestricted-Assigned</u>	<u>To account for the City's tax-supported parks & recreation maintenance; funded with property taxes</u>
Street Replacement	Unrestricted-Committed	To account for the City's street replacement program which requires the preservation of a principle endowment; funded by interest earnings
Risk Management/Work Comp	Unrestricted-Committed	To account for the City's risk management and workers compensation self-funded plans, which requires the preservation of significant cash reserve levels; funded by interest earnings

Unrestricted-Assigned

<u>Fund</u>	<u>Classification</u>	<u>Rationale / Foundational Revenue</u>
Engineering Services	Unrestricted-Assigned	To account for the provision of engineering services to other cities; charges to other cities
Accounting Services	Unrestricted-Assigned	To account for the provision of accounting services to other cities; charges to other cities
Information Technology	Unrestricted-Assigned	To account for the provision of information technology services to other cities; charges to other cities
License Center	Unrestricted-Assigned	To provide licensing and passport services; license fees, tabs, passport fees
Parks & Recreation	Unrestricted-Assigned	To account for the City's tax-supported parks & recreation programs; funded with property taxes
Parks & Recreation Maint.	Unrestricted-Assigned	To account for the City's tax-supported parks & recreation maintenance; funded with property taxes
Police Vehicle & Equipment	Unrestricted-Assigned	To account for the City's police-related vehicle and equipment purchases; funded with property taxes

City of Roseville
Classification of Fund Balance
Per GASB #54

Exhibit B

Fire Vehicle & Equipment	Unrestricted-Assigned	To account for the City's fire-related vehicle and equipment purchases; funded with property taxes
Park & Rec Vehicle & Equipment	Unrestricted-Assigned	To account for the City's park & rec-related vehicle and equipment purchases; funded with property taxes
Finance Equipment	Unrestricted-Assigned	To account for the City's finance-related equipment purchases; funded with property taxes
Admin Equipment	Unrestricted-Assigned	To account for the City's administration-related equipment purchases; funded with property taxes

Unrestricted-Assigned (continued)

<u>Fund</u>	<u>Classification</u>	<u>Rationale / Foundational Revenue</u>
Central Services & Equipment	Unrestricted-Assigned	To account for the City's central services-related equipment purchases; funded with property taxes
Pathway Maintenance	Unrestricted-Assigned	To account for the City's pathway maintenance programs; funded with property taxes
Building Improvements	Unrestricted-Assigned	To account for the City's general building repairs & improvements; funded with property taxes
Parks Improvement Program	Unrestricted-Assigned	To account for the City's parks improvement program; funded with property taxes
Boulevard Maintenance	Unrestricted-Assigned	To account for the City's boulevard maintenance program; funded with property taxes

Unrestricted-Unassigned

<u>Fund</u>	<u>Classification</u>	<u>Rationale / Foundational Revenue</u>
General	Unrestricted-Unassigned	As prescribed under GASB #54; various revenues

REQUEST FOR COUNCIL ACTION

Date: 01/23/12
Item No.: 7. j

Department Approval



City Manager Approval



Item Description: Approve Resolution Approving the State of Minnesota Agency Agreement between Department of Transportation and the City of Roseville For Federal Participation in Construction. (MnDOT Agreement No. 99918)

BACKGROUND

The Northeast Suburban Campus Connector Project (Fairview Pathway Project), is funded by a Federal transportation grant. In an effort to streamline this process, Mn/DOT uses the Delegated Contract Process (DCP), that allows local agencies to let and administer construction contracts for Federal Aid projects. Through the Delegated Contract Process, Mn/DOT acts as the City's agent to accept federal funds from FHWA. The City advertises for bids, administers the contract, oversees construction, and processes payments. The attached Agency Agreement outlines the responsibilities of the City and State for the Delegated Contract Process.

POLICY OBJECTIVE

In 2008, the City was awarded Transit for Livable Communities, Non-Motorized Transportation Pilot Program Grant Funds Federal Surface Transportation Program (STP) funding to construct this project. Phase 1 construction started last fall and will be completed in Spring 2012. Phase 2 is scheduled for construction Summer 2012.

The City cannot go out to bid for Phase 2 of this project without an updated Agency Agreement.

FINANCIAL IMPACTS

Federal aid is a reimbursement program. Federal funds cannot be released until after an expense has been incurred. Under the DCP, local agencies need to make partial payments to the contractor. Mn/DOT then reimburses these expenditures with federal funds. This is very similar to the process that we use for State Aid Projects.

REQUESTED COUNCIL ACTION

Approve Resolution Approving the State of Minnesota Agency Agreement between Department of Transportation and the City of Roseville For Federal Participation in Construction. (MnDOT Agreement No. 99918)

Prepared by: Debra Bloom, City Engineer
Attachments: A: Resolution
B. Agreement

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 23rd day of January, 2012 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of January, 2012.

William J. Malinen, City Manager

(Seal)

MnDOT Agreement No. 99918

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF ROSEVILLE
FOR FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Roseville and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the City desires MnDOT to act as the City agent in accepting federal funds on the City behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project(s)"; and

This agreement is intended to cover all federal aid projects initiated by the City and therefore has not specific State Project number tied to it, and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

This agreement supersedes agreement number 84215 and;

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE CITY

A. DESIGNATION. The City designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website

B. STAFFING.

1. The City will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the City elects to use a private consultant for construction engineering services, the City will provide a qualified, full-time public employee of the City, to be in responsible charge of the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City

from its primary responsibility for performance of the work.

2. During the progress of the work on the Project(s), the City authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the City will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

C. **LETTING.** The City will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The City will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project(s). Any Project(s) advertised prior to authorization will not be eligible for federal reimbursement.
2. The City will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
3. The City will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The City will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the City will receive the sealed bids.
4. The City may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s).
5. The City will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The City will receive and open bids.
7. After the bids are opened, the City Council will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the City will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. **CONTRACT ADMINISTRATION.**

1. The City will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the City Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The City will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the City to be performed hereunder may not be assigned, sublet, or transferred unless the City is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the City from its primary responsibility for performance of the work.
4. The City will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The City will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The City will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The City may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s) with the Contractor. The City will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the City that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The City will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The City will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the City. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The City will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

1. The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the City. The City will pay any part of the cost or expense of the Project(s) that is not paid by federal funds.
2. The City will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the City will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
3. Following certification of the partial estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project(s), the City will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the City will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
5. Following certification of the final estimate, the City may request reimbursement for costs eligible for federal funds. The City's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The City will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the City to carry out the above requirements.

3. **Workers' Compensation.** Any and all employees of the City or other persons while engaged in the performance of any work or services required or permitted by the City under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The City will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. **Utilities.** The City will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The City will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the City are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of seven years. The City will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The City assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The City acknowledges that MnDOT is acting only as the City's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The City will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The City will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The City's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the City to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The City is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the City provides information to the MnDOT as required.

1. **Reporting of Total Compensation of the City's Executives.**

- a. The City shall report the names and total compensation of each of its five most highly compensated executives for the City's preceding completed fiscal year, if in the City's preceding fiscal year it received:
- i. 80 percent or more of the City's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the City's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The City must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The City will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
4. The City's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the City unless and until the City is in full compliance with the above requirements.

II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the City for the receipt and disbursement of federal funds and will act in accordance herewith.

B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the City copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.
3. MnDOT will review and certify the DBE participation and notify the City when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then City must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the City must make up any shortfall.
4. MnDOT will provide the required labor postings.

C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will reimburse the City, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and

specifications, MnDOT will promptly release any remaining federal funds due the City for the Project(s).

4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the City may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- D. **AUTHORITY.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.
- E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The City will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- IV. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- V. **AMENDMENTS.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.
- VI. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05.
- VII. **CANCELLATION.** This agreement may be canceled by the City or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the City as set forth in this Agreement. In the event of such a cancellation the City will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- VIII. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF ROSEVILLE

City certifies that the appropriate person(s) have executed the contract on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director
State Aid for Local Transportation

Date: _____

3. COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

REQUEST FOR COUNCIL ACTION

Date: January 23, 2012
Item No.: 7.k

Department Approval

City Manager Approval



Item Description: Receive City Council Work Plan Report

1 **BACKGROUND**

2 On March 28, 2011, the City Council adopted the City's Work Plan. Throughout the year, staff
3 have reviewed the plan and incorporated steps to achieve the goals.

4 **POLICY OBJECTIVE**

5 Review the work being done on the City's Work Plan and provide additional direction to staff.

6 **FINANCIAL IMPACTS**

7 None

8 **STAFF RECOMMENDATION**

9 Review the updated work plan.

10 **REQUESTED COUNCIL ACTION**

11 Review the updated work plan.

12
Prepared by: Bill Malinen, City Manager

Attachments: A: Updated Work Plan Recommendation

2011 Work Plan
3/28/11 (updated 12/11)

Rank	#		Recommendations	Lead Dept	Other	Other	Notes
1 - Done	1	Civic Engagement	Routinely seek community input to evaluate and continuously improve city services	Admin			Done - Biannual survey, focus groups, community meetings (7/11 Parks survey)
Done	2	Civic Engagement	Provide greater public access to all levels of city government. (council, commission packets/agendas/meeting minutes, contact info for council & commission members)*	Admin			Done - Define what greater public access means (8/11 Publicity, Minutes,Televising, Minutes within one week, Laserfiche)
	3	Civic Engagement	Support Human Rights Commission’s efforts on civic engagement and neighborhoods*	Admin	Council		Needs to be defined (7/11 Tables at Discover Your Parks; FNO; N to U engagement) (8/11 Commission Meeting for engagement)
2- Done	4	Civic Engagement	Create city-wide record management system to accurately and electronically create, store and retrieve documents	Admin			Done - departments must input information (8/11 Trained employees)
4	5	Civic Engagement	Continue and possibly expand the Department’s New American Forums in cooperation with Human Rights Commission and Fire Department	Admin	Fire	Police	(7/11 - 7/14 Safety Meeting w/Karen Students; 7/25 1/2 day Karen Safety, 7/26 Discover Your Parks at Tamarack; Soccer Goals; Karen at RSC); Karen "Adopt a Family" 12/11 RM
3	6	Staffing and Organizational Management	Evaluate Service	Admin	All		Depends on results/satisfaction (7/11 Yes/Staffing Levels, Job Duty Realignment) (7/11 Yes, Succession Planning)
Low	7	Budget and Finance	Evaluate Roseville's costs of providing services/service levels, against a group of peer cities*	Admin	Finance		Challenge - find cities w/ similar programs and cost allocations/time spent profiles (8/11 Woodbury)
	8	Parks and Recreation	Support Volunteer Management Program	Admin	All		Hire .5 FTE Volunteer coordinator Is this city or P&R program - (7/11 Maximizing what we can ___ new \$ for this)
	9	Civic Engagement	Identify performance measurements	All	Council		Have identified performance measures. Reallocation depends on results/satisfaction - (7/11 Done and reallocate resources based on measured performance results and citizen satisfaction) - (7/11 Not yet)
2	10	Staffing and Organizational Management	Create a succession, leadership, career development, training, recruitment and retention management plans to ensure quality service	All			Not doable in some department. Training needed in PD PW has positions for review (7/11 PD looking at training ideas) Still looking 12/11 RM
3	11	Collaboration	Foster collaboration between the city and community based organizations, groups and individuals	All			Networking costs staff time, collaboration requires staff time and money. Consider current job responsibilities - may need new hires to take on new tasks
3	12	Collaboration	Participate in regional and intergovernmental collaborations for shared service opportunities	All			ongoing - JPA w/Maplewood for engineering - (7/11 Forest Lake JPA, Lauderdale Rec JPA) (8/11 On-line Benefits System) This seems misplaced?? 12/11 CM
	13	Environmental	Model Better Environmental Stewardship*	All - (7/11 Engaged in ___)			ID how. Geothermal, sustainability plan, rewrite building codes, environmental purchasing plan. No Hybrids or propane conversion kits Joint efforts. w/watersheds.; 7/11 CNG analysis - not cost effective; Become a Green Step City 12/11 TP.
1	14	Housing and Community Development	Adopt Sub-Area Twin Lakes Regulating Map in accordance with City Zoning Code -	Comm Dev	Council		(7/11 Almost done) Done - Adopted 9/25/11 12/11 PT
2	15	Housing and Community Development	Modify and update City Code to be in compliance with Comprehensive Plan and Zoning code*	Comm Dev	Council		(7/11 Ongoing) (7/11 Variance, Accessory, and Sign Codes) ADU approved 10/10/11 12/11 PT
3	16	Housing and Community Development	Strategically look at City’s role in fostering the redevelopment of Twin Lakes	Comm Dev	Council		Cost/time depend on process undertaken. Cost/hours does not take into account action taken after review is completed. (7/11 Long Range Planning Discussion) No activity 12/11 PT

*Council initiated item

2011 Work Plan
3/28/11 (updated 12/11)

Rank	#		Recommendations	Lead Dept	Other	Other	Notes
4	17	Housing and Community Development	(7/11, Related to #19) Aggressively deal with problem multi-family properties including encouraging the HRA’s role in these issuesreceivership for management)	Comm Dev			Depends of solution, costs count by higher than \$100,000 (acquisition). - (7/11 HRA/Staff exploring receivership for management) HRA disucssion in October meeting, will continue into 2012 12/11 PT
5	18	Housing and Community Development	Re-write land uses notice policy*	Comm Dev	Council		(7/11 Civic Engagement Task Force?)
6	19	Housing and Community Development	(7/11 Related to #17) Encourage HRA's role in multi-family housing issues, registration/licensing/inspection/HIAs* -	Comm Dev	Council		Assume hire personnel to inspect licensed properties. (7/11 Exploring registration to get info on owner and manager) HRA disucssion in October meeting, will continue into 2012 12/11 PT
7	20	Housing and Community Development	Create a comprehensive economic development policy and mission to support existing businesses within Roseville and that also markets our community to attract new businesses	Comm Dev			Costs do not include ongoing cost support for program e.g. incentives, marketing material. Staff time indicates marketing efforts & outreach to businesses. (7/11 Long Range Planning Low rate) Council discussion 9/19/11 & Navigating the New Normal 11/15/11 12/11 PT
8	21	Civic Engagement	Support initiatives to better communicate with (7/11 <u>local businesses</u>) and 2025 vision to continue to recognize and incent the spirit of “volunteer” within Roseville* - <i>No new initiative ____ Neighborhood Task Force?</i>	Comm Dev	Council		Goal unclear what trying to do Could be part of economic devel policy work. (7 above) hard to gauge \$/time commitment, Depend on how, what we do. Need communications plan to communicate IR 2025
	22	Capital Investment and Infrastructure	Dedicate new monies to eliminate funding gaps in City’s asset replacement programs - (7/11 see 2012 Budget)	Council			In Progress: Funding approval pending until November 12/11 CM
	23	Capital Investment and Infrastructure	Support findings of the Fire Building Committee* - (7/11 Approve RFP for Arch & C Mgr)	Council			In Progress: Bond sale pending 12/11 CM
	24	Staffing and Organizational Management	Adequately fund police department to current staffing levels - ? (7/11 See 2012 Budget) ; See 2013 Budget 12/11 RM	Council			Additional funds
high	25	Budget and Finance	Establish realistic budget expectations to achieve goals	Council	Admin	Finance	In progress 12/11 CM
	26	Budget and Finance	Direct new investments (?) to high-priority programs and services	Council			(7/11 See 2012 Budget) In Progress 12/11 CM
	27	Budget and Finance	Reduce (or hold constant) General Fund budget and assess any tax levy to support infrastructure needs*	Council			(7/11 See 2012 Budget) In Progress 12/11 CM
	28	Budget and Finance	Strengthen Financial Stability of City Budget System*	Council			(7/11 See 2012 Budget) In Progress 12/11 CM
Done	29	Budget and Finance	Budget process	Council	Finance		(7/11 fine-tuning including establishing budget calendar and evaluate reserve fund account ratios*) - (7/11 Calendar done and adhering) Completed 12/11 CM
	30	Budget and Finance	Eliminate low-priority programs or services	Council			(7/11 attempted w/recommendation) No action taken 12/11 CM
Done	31	Code	Re-write gambling ordinance ~ Local Charitable Gambling *	Council	Finance		(7/11 Done July) Partially complete. Revised agreement with North Suburban Community Foundation is pending. 12/11 CM

*Council initiated item

2011 Work Plan 3/28/11 (updated 12/11)							
Rank	#		Recommendations	Lead Dept	Other	Other	Notes
	32	Transportation	Resurrect NorthEast Corridor Planning in Coordination with Metropolitan Council	Council			(7/11 Not done - Metro Cities?)
1	33	Environmental	Ordinance Updates	Engineer	Council		PWETC (7/11 Shoreland-waiting on DNR, -Erosion Control-Coming, and Coal Tar-Done)
2	34	Environmental	Citywide Wetland Inventory (mandate)	Engineer			
3	35	Environmental	2012 Comprehensive Surface Water Management Update (mandate)	Engineer			(7/11 preparing RFP)
4	36	Transportation	Participate in Planning Rice St Reconstruction Phase 2 - yes , County Rd. B-2 Rosedale area Project - yes , Lexington Ave. Interchange Replacement (2014)	Engineer	Council		Ramsey County and State funded - (7/11 Engaged in all)
5	37	Transportation	Develop <i>Neighborhood</i> Traffic Management and Overhead Electric Undergrounding Policy - <i>MNDOT at PWET</i>	Engineer	Council		
6	38	Capital Investment and Infrastructure	Asset Management Software Implementation	(7/11 Parks Req) Engineer	(7/11 25%)		2012 CIP (7/11 Reviewed 10+ systems in CIP/Utilities)
7	39	Environmental	Analyze expansion of Campus Geothermal System throughout city hall campus	Engineer			
8	40	Transportation	Improve Walkability of Neighborhoods By Continuous Additions of Trails and Sidewalks	Engineer	Park & Rec	Finance	(7/11 Dale Street; Fairview out to bid; Acorn) (7/11 Need staffing support too.)
high	41	Capital Investment and Infrastructure	Develop, implement, adequately fund long-term capital and infrastructure management program	Finance	Council		(7/11 See 2012 Budget/CIP) Long-term evaluation of CIP needs is complete. Funding app
low	42	Staffing and Organizational Management	Allow for field data entry and external access to the network - little done;	Finance			10/11 PD took step forward by working with IT to purchase a mobile system that will support field reporting for other departments 12/11 RM; No funding available 12/11 CM
1	43	Parks and Recreation	Support Implementation of Parks and Recreation Master Plan – Support Citizen Organizing and Implementation Teams including identifying other funding mechanisms	Park & Rec	Council		(7/11 In progress)
2	44	Environmental	Administer Minnesota Department of Agriculture Grant process by 5/11	Park & Rec			EAB - in progress (7/11 Done Re_____ grant closed)
3	45	Parks and Recreation	Explore the possibility of the creation of a parks district - combine the amenities offered by Roseville with other surrounding communities*	Park & Rec	Council		(7/11 preliminary, but limited work)
4	46	Parks and Recreation	Explore the possibility of the creation of a parks board*	Park & Rec	Council		- preliminary, but limited work

*Council initiated item

Date: January 23, 2012

Item: 10.a

Legislative Update

No Attachment

Date: January 23, 2012

Item: 10.b

Living Smarter Home and
Garden Fair

No Attachment

Date: Jan. 23, 2012

Item: 10.c

Senior Programs in Roseville/
Sara Barsel

No Attachment

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1-23-12
Item No.: 12 . a

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for an Unresolved Violation of City Code at 835 County Road B W.**

BACKGROUND

- The subject property is a single-family detached home which is currently rented.
- The current owner listed is the Helen R. Reinhardt, Trustee, 1532 Arden Place, Arden Hills, MN 55112.
- Current violation includes:
 - Mechanical equipment for pools and landscaping business as well as junk and debris stored under tarps in the rear yard (violation of City Code Sections 407.02.M and 407.02.C & D).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Moving and storage costs for the mechanical equipment for pools and landscaping business, and junk and debris stored under tarps in the rear yard.

Total: \$2,500.00.

29 In the short term, costs of the abatement will be paid out of the HRA budget, which has allocated
30 \$100,000 for abatement activities. The property owner will then be billed for actual and administrative
31 costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be
32 reported to Council following the abatement.

33 **STAFF RECOMMENDATION**

34 Staff recommends that the Council direct Community Development staff to abate the above referenced
35 the public nuisance violation at 835 County Road B W.

36 **REQUESTED COUNCIL ACTION**

37 Direct Community Development staff to abate the public nuisance violations at 835 County Road B W
38 by hiring a general contractor to move and store the mechanical equipment for pools and landscaping
39 business, and junk and debris stored under tarps in the rear yard, pending disposition.

40 The property owner will then be billed for actual and administrative costs. If charges are not paid, staff
41 is to recover costs as specified in Section 407.07B.

42

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 835 County Road B W
B: Photo of items before being stored under tarp
C: Photo of stored items now.

835 County Road B

Attachment A







Materials now stored under a tarp behind the house.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1-23-12
Item No.: 12 . b

Department Approval



City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for an Unresolved Violation of City Code at 2751 Galter Street N.**

BACKGROUND

- The subject property is a single-family detached home which is owner occupied.
- The current owners are Lawrence and Margaret Kovarik who reside at the home.
- Current violation includes:
 - Inoperable vehicle; a truck parked in the driveway with a flat tire (violation of City Code Section 407.02.O).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Remove the wheel, inspect the tire, then repair or replace the tire.

Total: Cost between - \$200.00 and \$350.00.

In the short term, costs of the abatement will be paid out of the HRA budget, which has allocated \$100,000 for abatement activities. The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be reported to Council following the abatement.

29 **STAFF RECOMMENDATION**

30 Staff recommends that the Council direct Community Development staff to abate the above referenced
31 the public nuisance violation at 2751 Galtier Street.

32 **REQUESTED COUNCIL ACTION**

33 Direct Community Development staff to abate the public nuisance violation at 2751 Galtier Street by
34 hiring a general contractor to either remove and inflate the tire, or remove and replace the tire.

35 The property owner will then be billed for actual and administrative costs. If charges are not paid, staff
36 is to recover costs as specified in Section 407.07B.

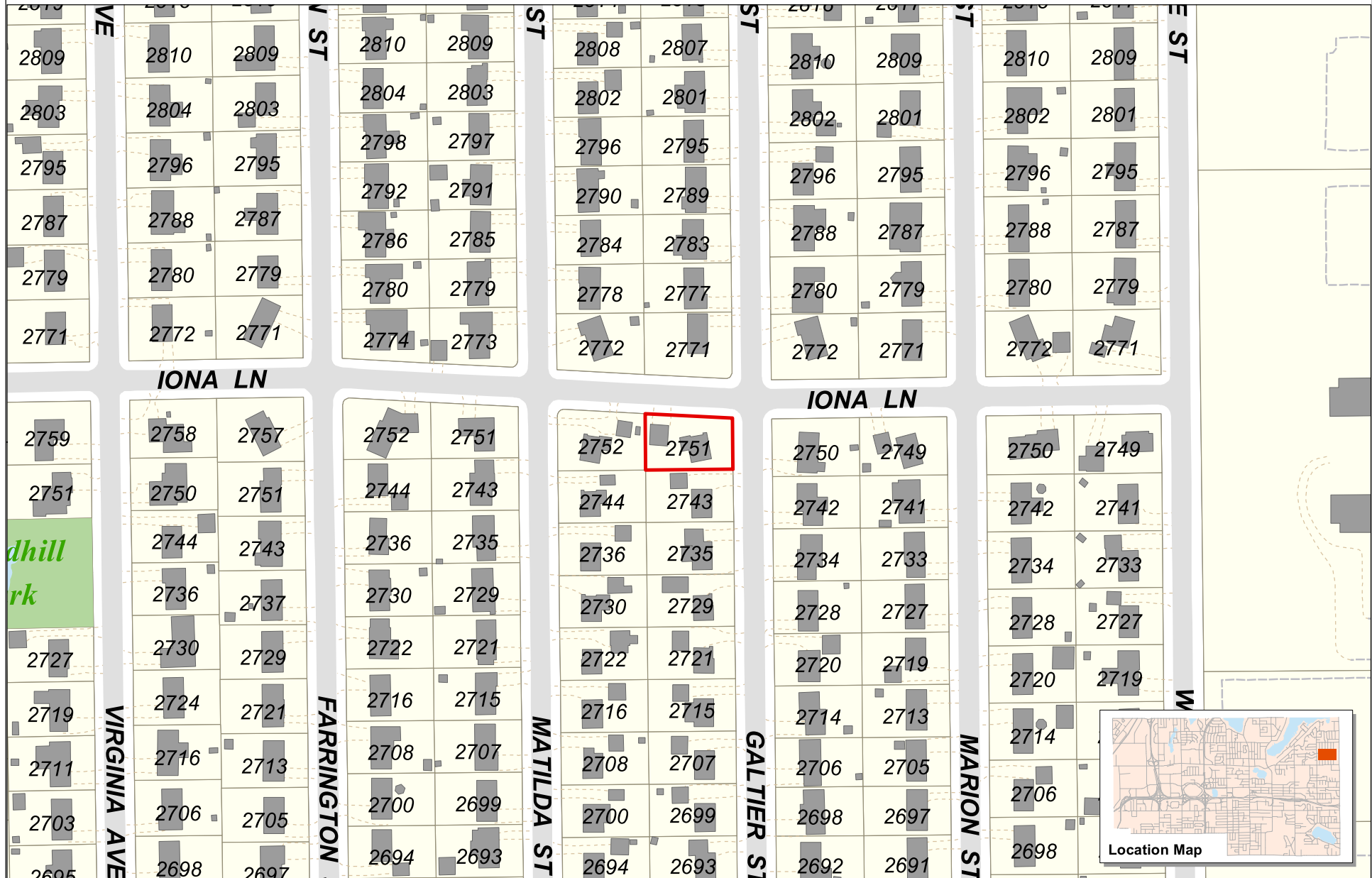
37

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2751 Galtier
B: Photo of truck

2751 Galtier St

ATTACHMENT A



Prepared by:
Community Development Department
Printed: December 19, 2011

Site Location

Comp Plan / Zoning
LR / R1 Designations

Data Sources

* Ramsey County GIS Base Map (12/1/2011)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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

0 100 200 Feet

mapdoc: planning_commission_location.mxd

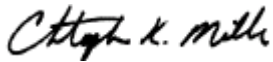
ATTACHMENT B



REQUEST FOR COUNCIL ACTION

Date: 01/23/2012
Item No.: 12 . C

Department Approval



City Manager Approval



Item Description: Adopt a Resolution Amending the City's Investment Policy

BACKGROUND

The City maintains an investment policy to direct the investment of available funds in accordance with the City's cash flow needs and Minnesota State Statutes. Generally speaking, the current Investment Policy is designed to ensure that the City has funds on hand to pay both short and long-term obligations. As such, the City holds monies in short-term vehicles such as a checking account and money market account to pay for day-to-day obligations that are fairly regular in nature.

In addition, the City also has non-recurring obligations like debt payments that occur once a year. These types of payments are oftentimes very large and require advance planning to ensure monies are available. To accommodate these types of obligations, the City invests in longer-term vehicles such as federal government securities, or certificates of deposit.

Historically, the City's Investment Policy has placed greater emphasis on security and liquidity and has therefore identified investment opportunities that provide investment earnings that carry low-risk. While this approach has proven successful, the Policy does have one limitation that creates a missed opportunity when it comes to intermediate-term type investments. Intermediate-term investments are ideal for managing bond proceeds.

Unlike day-to-day or long-term debt needs, bond proceeds are used to finance a specific project. Typically those improvements are made at a consistent pace over a 12-24 month period. To match those cash flow needs, the City needs to have an investment vehicle that can provide relatively good earnings while allowing for regular cash withdrawals to make contractor payments.

Two investments in particular; Guaranteed Investment Contracts (GIC's) and Banker's Acceptances, are well suited for this purpose and are allowed under State Statute. However, they are not allowed under the current Investment Policy. Staff would like the Council to consider adding these to the list of allowable investments. Both are described in greater detail below.

Guaranteed Investment Contracts

Guaranteed Investment Contracts (“GIC’s”) are unsecured promissory notes used by financial institutions as a vehicle to borrow money. Initially a tool used by insurance companies to attract pension fund investments, GIC’s have been emulated in recent years by other financial institutions (banks, finance companies, *etc.*) as an alternative to corporate bonds, commercial paper, or bank loans.

A GIC is a contract between the investor and the financial institution borrowing the money. The contract contains the terms of the investment (interest rates, maturity dates, withdrawal provisions, *etc.*). The contract also contains information on security and the credit quality of the borrower and typically contains protection for the investor against a credit problem of the borrower. For example, if a borrower is downgraded from a strong credit rating of ‘AA’, to a weaker credit rating of ‘A’, contract terms can require the borrower to post collateral or allow the funds to be redeemed at par.

GIC’s issued by high credit quality (AA or better) institutions, and containing downgrade protection (see above) are very safe, yield higher than comparable term government securities such as U.S. Treasuries, and can be designed to meet specific investment cash flow needs.

Bankers Acceptances

A banker’s acceptance is a promised future payment which is accepted and guaranteed by a bank and drawn on a deposit at the bank. The banker’s acceptance outlines the amount of money, the date, and the person to which the payment is owed. The Acceptance becomes an unconditional liability of the bank.

A banker’s acceptance typically covers a period of 12 months or less. They work similar to a post-dated check. However, with the bank guarantee it’s more analogous to a post-dated check drawn on a deposit with over-draft protection. Like GIC’s, Bankers Acceptances would only be used with high credit quality (AA or better) institutions.

A copy of the proposed Investment Policy is embedded in *Attachment A* in markup form. City Staff will be available at the meeting to address any Council inquiries.

POLICY OBJECTIVE

Maintaining an Investment Policy is consistent with governmental best practices and ensures compliance with all State Statutes. That Policy should maintain an emphasis on security and liquidity but also address the City’s cash flow needs.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff Recommends the Council adopt the revised Investment Policy to allow for greater investment earnings of the the City’s bond proceeds, while meeting the City’s cash flow needs.

REQUESTED COUNCIL ACTION

Motion to Adopt the attached resolution approving the revised Investment Policy.

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution to adopt the City’s Investment Policy (revised – See Portfolio Management Section)

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 23rd day of January 2012 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION _____

**RESOLUTION ADOPTING FINANCIAL AND BUDGET POLICIES
FOR THE CITY OF ROSEVILLE**

WHEREAS, the City Council of the City of Roseville, Minnesota desires to establish budget and financial policies that provide for the sustainability of City programs, services and infrastructure; and

WHEREAS, the City Council of the City of Roseville, Minnesota desires to maintain the City's strong financial condition; and

WHEREAS, the City Council of the City of Roseville, Minnesota desires to provide appropriate fiscal and budgeting controls.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, that the following budget and financial policies be adopted and remain in effect until such time that a subsequent policy action is taken.

Investment Policy

Purpose

The purpose of the Investment Policy is to ensure the most efficient use of the City's idle funds, and to ensure the best return on these funds while making only those investments allowed by law.

Policy

- ☐ The City will make a cash flow analysis of all funds on a regular basis. Disbursement, collection, and deposit of all funds will be scheduled to ensure maximum cash availability.
- ☐ When permitted by law, the City will pool cash from several different funds for investment purposes.
- ☐ The City will invest 99 percent of its idle cash on a continual basis.
- ☐ The City will obtain the best possible return on all cash investments. Such investments will only be

those legally permissible under Minnesota law.

- ☐ The accounting system will provide regular information concerning cash position and investment performance.
- ☐ The City will make arrangements for banking services on a contractual basis for a specified period of three years, with specified fees for each service rendered.
- ☐ The City includes interest earnings and investment summaries as part of the Comprehensive Annual Financial Report (CAFR).

Implementation

See Investment and Portfolio procedures.

Investment and Portfolio Procedures

Scope

These investment and portfolio procedures apply to the activities of the City with regard to investing the financial assets of all funds, including the following:

- ☐ General Fund
- ☐ Special Revenue Funds
- ☐ Capital Project Funds
- ☐ Debt Service Funds
- ☐ Special Assessment Funds
- ☐ Internal Service Funds
- ☐ Trust and Agency Funds

Objectives

Funds of the City will be invested in accordance with Minnesota Statutes, Council-approved fiscal policies and these administrative procedures. The City's investment portfolio shall be managed in a manner to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital in the overall portfolio.

The market rate of return shall be to the same rate as the target portfolio. Investments shall be made based on statutory and policy constraints. Funds held for future capital projects (i.e. bond proceeds) shall be invested to produce enough income to offset increases in construction costs due to inflation. Where possible, prepayment funds for long-term debt service shall be invested to ensure a rate of return at least equal to the interest being paid on the bonds.

Delegation of Authority

The Finance Director is designated as investment officer of the City and is responsible for investment decisions and activities, under the direction of the City Manager.

Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule. This rule states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent investor rule shall be applied in the context of managing the overall portfolio.

168 The investment officer, acting in accordance with written procedures and exercising due diligence, shall not
169 be held personally responsible for a specific security's credit risk or market price changes, provided that
170 these deviations are reported immediately and that appropriate action is taken to control adverse develop-
171 ments.

172

173 Monitoring and Adjusting the Portfolio

174 The investment officer will routinely monitor the contents of the portfolio, the available markets and the
175 relative values of competing instruments and will adjust the portfolio accordingly.

176

177 Internal Controls

178 The Finance Director shall establish a system of internal controls, which shall be reviewed annually by an
179 independent auditor. The controls shall be designed to prevent loss of public funds due to fraud, error,
180 misrepresentation, unanticipated market changes, or imprudent actions. Investments shall be done on a
181 pooled funds basis with interest allocated on a cash balance method. Those internal controls shall consist
182 of competitive bids on investments, and division of duties among the staff.

183

- 184 ☐ Investments made by investment officer
- 185 ☐ Records maintenance by a finance staff member other than investment officer
- 186 ☐ Review and reconciliation by the assistant finance director

187

188 Portfolio Management

189 Under the Council-adopted Fiscal Policies, it shall be the City's procedure to restrict investments to only
190 Repurchase Agreements with national or state chartered banks, U.S. Treasury and U.S. Government
191 Agencies, Guaranteed Investment Contracts, and Banker's Acceptances.

192

193 The procedures shall consist of yield curve analysis and implemented with the appropriate purchase of the
194 above investments.

195

196 Maturity scheduling shall be within those investments and in a manner that will maximize yield and
197 liquidity and minimize interest rate risk.

198

199 Competitive Selection of Investment Instruments

200 Before the City invests any surplus funds, a competitive "bid" process shall be conducted. If a specific
201 maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will
202 be requested for instruments that meet the maturity requirement. If no specific maturity is required, a
203 market trend (yield curve) analysis will be conducted to determine which maturities would be most
204 advantageous. Bids will be requested from financial institutions for various options with regards to term
205 and instrument. The City will accept the bid that provides the highest rate of return within the maturity
206 required and within the parameters of these procedures.

207

208 Bids for purchases through the treasury auctions are not required.

209

210 Records will be kept of the bids offered, the bids accepted and a brief explanation of the decision that was
211 made regarding the investment.

212

213

214 Settlement

215 All settlements of investments shall be on a "Delivery vs. Payment" (DVP) basis. Physical delivery shall be
216 avoided if at all possible, with book-entry being the preferred method of safekeeping.

217

218 Safekeeping and Collateralization

219 All investment securities purchased by the City shall be held in third-party safekeeping by an institution
220 designated as primary agent. The primary agent shall issue a safekeeping receipt to the City listing the
221 specific instrument, rate, maturity and other pertinent information.

222

223 Reporting Requirements

224 The investment officer shall generate daily and monthly reports for management purposes. The annual
225 investment report shall be completed on a time-weighted basis and shall be included as part of the
226 Comprehensive Annual Financial Report to the City Council. The target portfolio shall be the U.S.
227 Government Bond Yield Index for the comparable period.

228

229

230

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

233
234 and the following voted against the same:

235
236 WHEREUPON, said resolution was declared duly passed and adopted.

237
238 State of Minnesota)
239) SS
240 County of Ramsey)

241
242 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of
243 Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes
244 of a regular meeting of said City Council held on the 23rd day of January 2012, with the original thereof on
245 file in my office.

246
247 WITNESS MY HAND officially as such Manager this 23rd day of January 2012.

248
249
250
251 _____
252 William J. Malinen
253 City Manager

254 Seal

255
256
257

REQUEST FOR COUNCIL ACTION

Date: 1/23/12
Item No.: 12.d

Department Approval



City Manager Approval



Item Description: Adopt a Resolution Rejecting Proposed Grass Lake Water Management Organization Joint Powers Language and to Petition Dissolution

BACKGROUND

The Grass Lake Water Management Organization Board last met with the City Council in November 2011. Staff had additional discussion with the Council on November 19, 2011 regarding the proposed joint powers agreement language changes that would reduce the city's financial controls over the organization and other governance issues including merger with other water management organizations. The Council indicated a desire to wait until Shoreview had an opportunity to meet with the Grass Lake Board to take action on the proposed agreement language changes. The City Council indicated concerns with the proposed changes and concerns about managing these watershed resources in the same manner in the future.

The options the cities have related to the future of the GLWMO are:

1. To approve the proposed revised joint powers agreement language and subsequent annual funding requests. The Board would then continue to work on a Watershed Management Plan that meets regulatory agency review and approval. This would probably require additional staff and professional services for the Board to meet performance goals set for the organization by the Board of Water and Soil Resources. The long term cost for this option is somewhat unknown until a plan is approved but in any case it will be significantly more than current budgeting for the organization. City staff feels this is the least desirable option given the small physical area of the Grass Lake watershed when adjacent watersheds have staff resources in place to administratively manage Grass Lake resources.
2. The city councils could choose to not approve the proposed revised joint powers agreement language. This would put the GLWMO Board in a position of not having the ability to get a plan approved by BWSR as they have stated they need revised JPA language to approve a plan. Without an approved plan BWSR would eventually dissolve the organization for failure to meet their performance requirements for watershed organizations. The cities would have little input into the future management of the watershed resources under this scenario.
3. The other option is for the councils to reject the language proposed by the Board and petition the Board to dissolve the organization. The process for this is set forth in the current approved joint powers agreement and gives the cities and the Board opportunities to be a part of the process of redrawing adjacent watershed boundaries through petition to BWSR. City staff feels this is the preferred option which provides some local input into who manages the watershed resources in the future. We also feel that existing agencies have the administrative resources to manage additional area and can do so without

35 duplication of another administrative staff and associated costs. Under this scenario the
36 water management organization which absorbed the Grass Lake watershed area would
37 utilize existing plans and studies previously completed to amend their watershed
38 management plan to include the GLWMO resources. They would also collect revenue
39 from the Grass Lake area to fund their annual budget for plan implementation.

40 The Shoreview City Council met with the Grass Lake Board on December 12, 2011. City staff
41 followed up with their staff regarding the direction from their Council. Mayor Roe, Mayor
42 Martin, the two City Managers, and the Public Works Directors met in early January to discuss
43 the two city's concerns and to suggest actions for each to take at subsequent meetings. The
44 meeting participants agreed it may be the right time to change direction in who manages these
45 important water resources. The Joint Powers organization has met the needs in this watershed
46 for nearly 30 years but changes in water regulation and watershed management mandates require
47 a level of professional management and technical resources that might be more efficiently
48 provided by an adjacent water management organization that has these resources in place.

49 The direction agreed to at the meeting was to bring resolutions to the City Councils for adoption
50 rejecting the Board proposed JPA language changes and petitioning the Board to dissolve the
51 Organization pursuant to Section VI and Section VII of the current joint powers agreement. The
52 sections read as follows:

53 54 **SECTION VI**

55 **DURATION**

56
57 Subdivision 1. The Joint Powers Agreement shall continue until terminated by the Cities
58 as herein provided.

59 Subdivision 2. Reserved

60 Subdivision 3. Any City may petition the Board to dissolve the Organization. The Board
61 shall hold a meeting preceded by thirty (30) days' written notice to the Clerks of each City.
62 Upon a favorable vote of a majority of the entire Board, the Board may recommend that the
63 Organization be dissolved. Such recommendation shall be submitted to each City and, if ratified
64 by each City Council within sixty (60) days, the Organization shall be dissolved following
65 expiration of a reasonable time to complete the work in progress and following compliance with
66 the provisions of M.S. 103B.221 and M.S. 103B. 225.

67 68 **SECTION VII**

69 **DISSOLUTION**

70
71 Upon dissolution of the Organization, all property of the Organization shall be sold and
72 the proceeds hereof, together with the monies on hand, shall be distributed to the Cities in
73 proportion to the contributions made by the Cities to the Organization in its last annual budget.

74 The Board may choose to take a proactive role in the process to guide the future management of
75 the watershed resources by working through statutory requirements with the State Board of
76 Water and Soil Resources. Staff has drafted a resolution which will be reviewed by the City
77 Attorney for consistency with the JPA Agreement and state statute. Staff is recommending the
78 Council adopt the resolution beginning the dissolution process.

79 Shoreview has two vacancies on the Board at this time and may appoint one or two interim
80 members to allow the Board to conduct its business in the interim.

81 **POLICY OBJECTIVE**

82 The City Comprehensive Plan and Comprehensive Surface Water Management Plans support
83 environmental stewardship and compliance watershed organizations and water quality regulatory
84 goals. The city is obligated to comply with state and federal water regulations. The city support
85 watershed management in the most effective and efficient means.

86 **BUDGET IMPLICATIONS**

87 The City of Roseville currently funds 50% of the Grass Lake WMO budget through its Storm
88 Utility Fund which is fee supported across the entire city. If the organization is dissolved the
89 watershed management function will eventually be merged into another watershed by the State
90 Board of Water and Soil Resources. The surrounding watershed organizations have their own
91 taxing or utility fee authority for properties within their jurisdiction.

92 **STAFF RECOMMENDATION**

93 Staff recommends that the City Council adopt a resolution rejecting the proposed revised joint
94 powers agreement language and petitioning dissolution of the organization. We feel this is in the
95 best long term interests of the city and protection of the water resources.

96 **REQUESTED COUNCIL ACTION**

97 Motion to adopt a Resolution rejecting proposed Grass Lake Water Management Organization
98 Joint Powers language and to petition dissolution.

99

Prepared by: Duane Schwartz, Public Works Director
Attachments: A. Resolution

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 23rd day of January, 2012, 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.

**RESOLUTION REJECTING PROPOSED GRASS LAKE WATERSHED
MANAGEMENT ORGANIZATION JOINT POWERS LANGUAGE AND TO
PETITION DISSOLUTION**

WHEREAS, the City of Roseville and the City of Shoreview have a Joint Powers Agreement in place creating the Grass Lake Water Management Organization for the management of joint watershed resources pursuant to state statute;

AND WHEREAS, Watershed management and regulation have changed significantly in the 30 years since the agreement that created the Grass Lake Water Management Organization was executed;

AND WHEREAS, The Grass Lake WMO Board has requested revisions to the Joint Powers Agreement necessary for the organization to continue as a WMO;

AND WHEREAS, The cities believe there are existing adjacent watershed organizations that have the necessary expertise and resources to protect the watershed natural resources in an effective and efficient manner;

BE IT RESOLVED, that the City of Roseville hereby rejects the proposed revised joint powers agreement language as requested the GLWMO Board, and hereby petitions the GLWMO Board to dissolve the Organization pursuant to Section VI and Section VII of the current approved joint powers agreement and state statute requirements; and

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: _____.

46

47 WHEREUPON said resolution was declared duly passed and adopted.

GLWMO Dissolution

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 23rd day of January, 2012 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of January, 2012.

William J. Malinen, City Manager

(Seal)

REQUEST FOR COUNCIL ACTION

Date: January 23, 2012
Item No.: 12.e

Department Approval

City Manager Approval



Item Description: Adopt Ordinance Amending Title Seven, Section 703.04, to Exempt Publicly Owned and Operated Public Safety Facilities from Driveway Width Maximum Regulations

BACKGROUND

Title Seven, Section 703.04 sets the maximum width for driveways of 26 feet for single-family and duplex principal structures within the R-1 and R-2 zones, and a maximum driveway width of 36 feet for properties located in all other zones.

The timing of this ordinance amendment is related to the planning of the new fire station. During the design phase it became apparent that meeting the 36 foot width requirement would create a safety hazard. When fire personnel are responding Code 3 from the fire station it is critical that they have adequate visibility and clear site lines when pulling on to Lexington Ave. Because of the length of the apparatus, maintaining proper site lines while making a turn on to Lexington would be very difficult under the current standards, which creates a safety hazard for both firefighters and citizens.

PROPOSED ACTION

Staff is proposing that Title Seven, Section 703.04 be amended to exempt publicly owned and operated public safety facilities from the driveway width maximum regulations.

FINANCIAL IMPACT

There are no financial impacts.

STAFF RECOMMENDATION

Staff is recommending that the City Council adopt the Ordinance amending Title Seven, Section 703.04, to exempt publicly owned and operated public safety facilities from driveway width maximum regulations.

REQUESTED COUNCIL ACTION

Prepared by:
Attachment A: Ordinance

City of Roseville
ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE SEVEN, SECTION 703.04, TO EXEMPT
PUBLICLY OWNED AND OPERATED PUBLIC SAFETY FACILITIES FROM
DRIVEWAY WIDTH MAXIMUM REGULATIONS**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title Seven, Section 703.04.B of the Roseville City Code is hereby amended to read as follows:

B. Standards For Driveways and Parking Lots: The following regulations shall apply to all driveways and aisles in parking lots:

1. Maximum Width:

a. R-1 and R-2 Zones: For single-family and duplex principal structures within the R-1 and R-2 zones, the maximum width of any driveway at the property line shall be 26 feet. In addition to the maximum width, at each side of the driveway where the driveway intersects the street, three foot flares are permitted. The maximum driveway width for all other uses shall be 36feet and 10 foot?) flares are permitted.

b. All Other Zones: Except for the single-family and duplex principal structures, the maximum driveway width for all other types of properties shall be 36feet as measured at the property line. In addition to the maximum width, at each side of the driveway for such property where the driveway intersects the street, 10foot flares are permitted.

c. Public Safety Facilities Exemption. These driveway maximum width regulations shall not apply to publicly owned and operated public safety facilities.

SECTION 2: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this _____ day of _____, 2012.

Ordinance Amending Title Seven, Section 703.04, providing an exemption to driveway width maximum regulations.

Passed by the City Council of the City of Roseville this ____ day of _____, 2012.

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

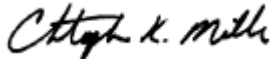
ATTEST:

William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: 01/23/12
Item No.: 13.a

Department Approval



City Manager Approval



Item Description: Consider Amending City Code Chapter 306: Cigarette and Tobacco Licenses, to Accommodate Additional Types of Tobacco Products, Devices, and Tobacco Shops

BACKGROUND

The City Council is asked to consider amending City Code Chapter 306: Cigarette and Tobacco Licenses, to accommodate additional types of tobacco products and devices that are now available to consumers. In addition, the Council is also asked to consider changes pertaining to the regulation of ‘Tobacco Shops’.

Tobacco Products and Devices Definition Revision

In 2010, the State Legislature passed the Tobacco Modernization and Compliance Act. The primary feature of the Act was to expand the definition of what is regulated as tobacco in the State of Minnesota. The Act is formally defined in Minnesota Statutes, Section 279F.01, subd. 19, as:

“Cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco, and other kinds and forms of tobacco.”

The definition is now expanded to also include:

“Any products containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product.”

This revised definition includes new products on the market, such as tobacco-laced mints and “e-cigarettes.” The e-cigarettes are typically a plastic container (that looks like a cigarette and may even have a red-lighted end) that delivers nicotine through a mist. The e-cigarettes are smokeless, but are still a nicotine-delivery device. Further description of these newer products is included in *Attachment B*.

Up until this point, the City has relied upon the expanded definition contained in State Statute to regulate these new tobacco products. It is suggested that the City either revise City Code 306.01 to meet the new State definition, or simply reference the State Statute to account for current and future forms of tobacco or tobacco devices that are regulated at the State level.

33 **Tobacco Shop Considerations**

34 In addition to considering whether to amend City Code to reflect the expanded definition of tobacco
35 products, the Council is also asked to consider amending City Code to regulate the types of activities that
36 can occur in a tobacco shop.

37
38 Currently, the City Code is largely absent when it comes to regulating “tobacco shops”, deferring again to
39 State Statute for guidance. State Statute 144.4167, subd 4 defines “tobacco shops” (in a particular context)
40 as:

41
42 Subd. 4. **Tobacco products shop.**

43 Sections 144.414 to 144.417 do not prohibit the lighting of tobacco in a tobacco
44 products shop by a customer or potential customer for the specific purpose of sampling
45 tobacco products (*emphasis added*). For the purposes of this subdivision, a tobacco
46 products shop is a retail establishment with an entrance door opening directly to the
47 outside that derives more than 90 percent of its gross revenue from the sale of loose
48 tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for
49 burning tobacco and related smoking accessories and in which the sale of other products
50 is merely incidental. "Tobacco products shop" does not include a tobacco department or
51 section of any individual business establishment with any type of liquor, food, or
52 restaurant license.

53
54 This definition stems from the Minnesota Clean Indoor Act of 1975 and the Freedom to Breathe Act of 2007
55 which regulated where smoking could occur indoors. While the definition of a tobacco shop is defined, the
56 term “sampling” is not. This is important distinction because a new type of tobacco establishment has been
57 emerging in the Twin Cities area that is significantly different than what we might think of as ‘traditional’
58 tobacco shops. They are known as “hookah lounges”, “hookah bars”, or “hookah cafes”.

59
60 For purposes of this discussion, a ‘traditional’ tobacco shop can be categorized as a place where people can
61 sample tobacco products for a brief period of time before deciding whether to make a purchase. One might
62 suggest that the sample would be represented by a very small portion of a cigar or pouch of pipe tobacco for
63 example. It would therefore be reasonable for a prospective buyer to spend a minute or two to sample the
64 product before making the purchase for consumption away from the premises.

65
66 In contrast, hookah lounges market themselves as a social destination or hangout. Hookah lounges typically
67 feature sofas, chairs, tables, and televisions. Patrons are invited to smoke/inhale tobacco products over an
68 extended period of time either as individuals or in a group setting where everyone consumes the same
69 product selection. It would not be unusual for a patron to consume tobacco products and/or remain in a
70 hookah lounge for an hour or more. It could be argued that this surpasses the concept of “sampling”
71 contemplated in the Clean Indoor and Freedom to Breathe Acts. Further description of ‘hookah lounges’ is
72 included in *Attachment B*.

73
74 Finally, because hookah lounges market themselves as a social destination, the Council may want to
75 establish specific hours of operations or establish other conditions similar to other regulated industries. In
76 addition, the Council may want to consider how a hookah lounge might have impacts in multi-tenant
77 buildings that share ventilation systems. There may be other public safety considerations as well.

78 **POLICY OBJECTIVE**

79 The Council is asked to consider whether the revised definition of tobacco products should be included in
80 City Code, and whether the City ought to further regulate tobacco shops.

81 **FINANCIAL IMPACTS**

82 Not applicable.

83 **STAFF RECOMMENDATION**

84 Not applicable.

85 **REQUESTED COUNCIL ACTION**

86 For information purposes only. No formal action is required, but Staff is seeking direction on whether to
87 proceed with changes to the City Code.

88

89

Prepared by: Chris Miller, Finance Director
Attachments: A: City Code Chapter 306
B: Description of Newer Tobacco Products

90

CHAPTER 306
CIGARETTE AND TOBACCO PRODUCTS

SECTION:

- 306.01: Definitions
- 306.02: License Required
- 306.03: Application
- 306.04: Prohibited Sales
- 306.05: Identification
- 306.06: Violations
- 306.07: Appeal

306.01: DEFINITIONS:

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

INDIVIDUALLY PACKAGED: Any package containing only one individually wrapped item. Included are single packs of cigarettes or single cans or containers of tobacco related products. Not included are cartons containing two or more individually packaged packs of cigarettes or similar packages containing multiple cans or containers of tobacco related products.

SELF SERVICE MERCHANDISING: An open display of tobacco products which the public has access to without the intervention of an employee.

TOBACCO RELATED PRODUCT: Cigarettes, cigars, cheroots, stogies, perique, granulated, plug cut, crimp cut, ready, rubbed and other smoking tobacco, snuff, snuff flower, Cavendish, plug and twist tobacco, fine cut and other chewing tobaccos, shorts, refuse scrips, clippings, cuttings and sweepings of tobacco prepared in such manner as to be suitable for chewing, sniffing or smoking in a pipe, rolling paper or other tobacco related devices. (Ord. 1133, 1-24-94)

306.02: LICENSE REQUIRED:

No person shall keep for retail sale or sell at retail any tobacco product as defined in this Chapter without a license. (Ord. 1133, 1-24-94)

306.03: APPLICATION:

The application shall state the full name and address of the applicant, the location of the building and the part to be used by the applicant under the license, the kind of business conducted at such location and such other information as shall be required by the application form. (Ord. 1133, 1-24-94)

306.04: PROHIBITED SALES:

No person shall sell or give away any tobacco related product to any person under the age of 18 years, no person shall sell or dispense any tobacco product through the use of a vending machine, and it shall be unlawful for any person to offer for sale any individually packaged tobacco related product by means

127 of self-service merchandizing. All sales must be made in such a manner that requires the vendee to
128 specifically ask for the tobacco product and all other sales are unlawful. (Ord. 1133, 1-24-94)

129 **306.05: IDENTIFICATION:**

130 Any person who sells a tobacco product must require identification if such person has any reason to
131 believe that the purchaser is less than 18 years of age. (Ord. 1133, 1-24-94)

132 **306.06: VIOLATIONS:**

- 133 A. Misdemeanors: Any person who violates this Chapter shall be guilty of a misdemeanor.
- 134 B. Penalty for Noncompliance: In addition to any criminal penalties which may be imposed by a court
135 of law, the City Manager may suspend or revoke a license on a finding that the license holder or its
136 employee has failed to comply with this Chapter.
- 137 C. Minimum Penalty: In no event shall a penalty be less than:
- 138 1. For a first violation, the mandatory minimum penalty shall be the administrative penalty imposed
139 pursuant to City Code Section 102.01C.
- 140 2. For a second violation in 12 months the mandatory minimum penalty shall be suspension for two
141 days.
- 142 3. For a third violation in 12 months the mandatory minimum penalty shall be suspension for five
143 days.
- 144 D. Hearing and Notice: Revocation or suspension of a license shall be preceded by a hearing before the
145 City Manager. A hearing notice shall be given at least ten days prior to the hearing, including notice
146 of the time and place of the hearing and shall state the nature of the charges against the licensee.
147 (Ord. 1133, 1-24-94)

148 **306.07: APPEAL:**

149 The aggrieved party may appeal the decision of the City Manager within ten days of receiving notice of
150 the City's action. The filing of an appeal stays the action of the City Manager in suspending or revoking
151 a license until the City Council makes a final decision. The City Council may modify the suspension or
152 revocation. (Ord. 1133, 1-24-94)
153



New Tobacco Products

Camel Dissolvable Tobacco Products

RJ Reynolds began test-marketing dissolvable tobacco products in early 2009. These products dissolve when placed in the mouth, releasing nicotine. Users do not need to spit when using this product. Three varieties of dissolvable tobacco will eventually be available nationwide:

- Camel Orbs
 - 12 orbs per package
 - Lasts about 10 to 15 minutes; 1 milligram of nicotine each
- Camel Sticks
 - 12 sticks per package
 - Lasts about 20-30 minutes; 3.1 milligrams of nicotine each
- Camel Strips
 - 12 strips per package
 - Lasts about 2-3 minutes; 0.6 milligrams of nicotine each

The average smoker takes in 1 milligram of nicotine per cigarette. So, the sticks pack quite a dose of nicotine. Currently, these products are being test-marketed. It is unclear when these products will hit Minnesota.



Camel Dissolvable Tobacco Products

Camel Snus

Camel Snus is a smokeless, spitless tobacco product. Small pouches filled with tobacco are placed between the gum and lip where nicotine can be absorbed.

Market-testing on Snus began in select cities in April, 2006. Market-testing in Minneapolis and St. Paul began in May, 2008. Snus was released Nationwide in 2009.

Snus is currently sold in 15 pouch tins (see picture). Each pouch delivers 2.4 milligrams of nicotine. Snus is available in the following flavors: Frost, Mellow, Robust, and Winterchill, and Mint (Minnesota only).

RJ Reynolds markets Snus as "Pleasure for Whenever"—suggesting that the product can be discreetly used where other tobacco products can't.



Snus is currently available in only two flavors: Frost and Mellow. Pictured are Snus tins and the tobacco pouches found inside.

Source: http://tobaccoproducts.org/index.php/Camel_Snus#_note-0
<9/30/09>

Camel Crush

Camel Crush is a "customizable" cigarette. There is a small blue bead in the filter that a smoker can squeeze to release menthol flavoring into the cigarette. In this way, smokers can switch from a regular cigarette to a menthol cigarette with the simple squeeze of the filter.

Menthol cigarettes are most popular with youth and African Americans.

Source:

http://www.tobaccoproducts.org/index.php/Camel_Crush

<9/30/09>



Camel Crush Package

Up close view of menthol bead found in Camel Crush filters



Little Filtered Cigars

These little "cigars" are really just cheap cigarettes. They look and feel like cigarettes with one exception, they have a small amount of tobacco in the rolling paper. They are, therefore, able to be called cigars and can avoid cigarette taxes. As a result, these products are extremely cheap (\$1.59-\$2.50 per pack) compared to approximately \$6 per pack for cigarettes. These products are likely appealing to youth and low-income as these groups are price sensitive.



Remington Filter Cigars In Full Flavor

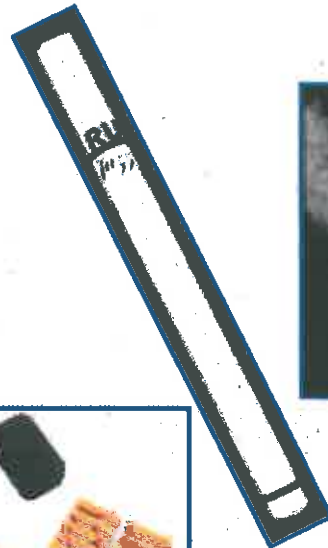


Remington ad found at a St. Paul, MN store in July, 2009. Notice the similarity to the famous Obama promotional poster.

E-Cigarettes

E-cigarettes are electronic nicotine delivery devices. These devices do not contain any tobacco. Users inhale a nicotine infused vapor. Not much is known about the health impact of these devices. A number of companies manufacture e-cigarettes.

As of 2010, Minnesota law prohibits the sale of e-cigarettes to minors.



E-cigarette user exhaling nicotine vapor.



Ramsey
Coalition

02/02/2011



Hookah:

Background, History, and Health Consequences

What is hookah?

Hookah is a waterpipe that is used to smoke tobacco. A special type of tobacco is indirectly heated using coals or wood embers. Hookah is also known as shisha, sheesha, narghile, argileh, goza, and hubbly-bubbly.

What type of tobacco is used in a hookah pipe?

The tobacco used in a hookah is called shisha or maassel. Shisha is a sticky mixture of tobacco, honey or molasses, and other flavorings. Shisha is available in many flavorings such as: bubble gum, peanut butter, mango, grape, and mint.



How long have people been smoking hookah?

Hookah smoking originated many centuries ago. The exact origins of hookah are unclear. Many believe that hookah originated in India.

Today, hookah is popular in the Middle East, Turkey, and parts of Asia and Africa.

Who uses hookah in the United States?

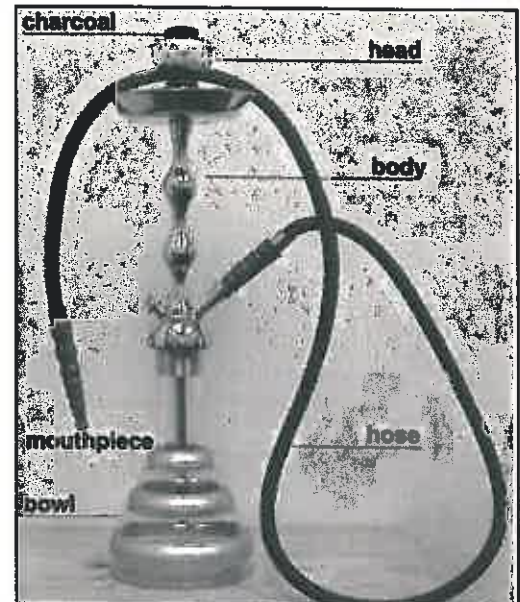
Hookah is growing in popularity in the United States particularly among college students. Hookah bars or lounges are popping up across the country and are seen as a place to gather with friends and socialize.

In the Twin Cities, hookah is particularly popular among East African Immigrant groups (Somali and Oromo) and the young adult/college student population.

What are the health effects of hookah use?

Hookah smoking carries the same or similar health effects as smoking cigarettes and exposure to secondhand smoke: cancer, heart disease, and respiratory disease.

The social nature of hookah also puts users at risk for other infectious diseases like tuberculosis, hepatitis, and meningitis. Hookah is often smoked in a group where many people share a common mouthpiece.



Specially made tobacco (shisha) is placed on the head of the hookah under a sheet of tinfoil. Red hot charcoal or wood embers are then placed on top of the tinfoil. The shisha burns releasing smoke, which is cooled by the water in the bowl and then inhaled through the hose/ mouthpiece.



How does hookah smoking compare to cigarette smoking?

Hookah smokers inhale as much smoke from a typical hookah session as a cigarette smoker would inhale from **100-200 cigarettes**.

- Typical cigarette: 500-600 mL of inhaled smoke
- Typical hookah session: 90,000 mL of inhaled smoke

In a hookah, charcoal or wood cinders are used to burn the tobacco. This method adds health risks as burning charcoal and wood cinders release CO and heavy metals. To make matters worse, many hookah lounges in the U.S. use "quick lighting" charcoal which releases more CO than traditional charcoal.

How do hookah "lounges" work?

Hookah is usually smoked in a social setting. Hookah lounges or bars are run much like a café. Customers sit down and order a flavor of hookah tobacco from a menu. The hookah pipe is then prepared and "served" to the customers, who smoke the hookah on site. A typical hookah session lasts between 30-90 minutes.



Hookah tobacco is burned using charcoal or wood embers. This method of burning releases CO and heavy metals.



Popular tattoo artist and t-shirt designer Ed Hardy now manufactures hookah pipes and hookah accessories (shisha tobacco and coals)— a sure sign that hookah smoking is growing in popularity with the young adult/college student population. The hookah pictured above is an Ed Hardy design.

Does hookah pose a fire risk?

Hookah tobacco is heated using red hot coals or embers. These coals are often kept in an open indoor fire pit, which is a fire hazard.

Is hookah smoking prohibited indoors?

The Minnesota Clean Indoor Air Act (MCIAA) prohibits smoking in almost all indoor spaces. However, the MCIAA has an exemption for sampling of tobacco in tobacco shops. Hookah lounges are exploiting this loophole in the MCIAA by claiming the tobacco shop exemption. Local communities can choose to prohibit all sampling of tobacco. An ordinance prohibiting all sampling of tobacco would prohibit any tobacco shop or hookah lounge from allowing any smoking of tobacco on premises.

Sources:

1. American Lung Association.
2. World Health Organization.
3. Centers for Disease Control and Prevention.
4. Cobb, L, et al. *Am J Health Behavior* 2010;34(3):275-285



REQUEST FOR COUNCIL ACTION

Date: January 23, 2012
Item No.: 13.b

Department Approval

City Manager Approval



Item Description: Consider Adopting Financial Policies as Ordinances

1 **BACKGROUND**

2 Councilmember Tammy McGehee has asked that the Council consider whether it would be
3 advisable for the council to adopt financial policies as city ordinances.

4 **POLICY OBJECTIVE**

5 Consider whether it is to the benefit of the City to adopt certain financial policies into the city
6 code.

7 **FINANCIAL IMPACTS**

8 None

9 **STAFF RECOMMENDATION**

10
11 Discuss whether the council would consider adopting financial policies as part of the City Code.

12 **REQUESTED COUNCIL ACTION**

13 Discuss whether the council would consider adopting financial policies as part of the City Code.
14

Prepared by: William J. Malinen
Attachments: A: None

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/23/2012
Item No.: 13.c

Department Approval



City Manager Approval



Item Description: Consider Funding Change for Engineer Position in Public Works

BACKGROUND

The City entered into an engineering services joint powers agreement (JPA) in 2006 with the City of Arden Hills to provide engineering oversight of their consultants and to provide a staff resource for their residents. To enable Roseville to have adequate staff hours to provide a staff engineer with office hours in Arden Hills city hall three days a week, we hired an additional engineer in our Engineering Division of the Public Works Department. The role our staff was providing in Arden Hills grew over the first three years to include providing start to finish project engineering, being designated their City Engineer, and providing GIS and other technical services. We have consistently been billing Arden Hills for more than one full time position on an annual basis. As the demand for our services grew it became more of a challenge to determine where our services could be provided without a negative impact on our daily workload here in Roseville.

In 2010 Arden Hills hired their first registered engineer Public Works Director. He has since taken a larger role in the engineering area for their city. He has looked at the level of service Roseville has been providing and has determined it may be more cost effective for them to hire an in house support engineer going forward to do the things our staff engineer is currently providing them. Also, they would have additional hours available to provide oversight of future projects and development of the TCAAP site. They have discussed this direction with their City Council and have been directed to discuss how they exit the current JPA with Roseville for the staff engineer hours. They may have some interest in revising the JPA to allow for some technical services sharing in the future. They initially began talking with us about this change last fall and have requested that the change be effective July 1, 2012. This would allow our staff engineer to finish up and hand off certain projects she is currently working on for Arden Hills. We have responded that we need to request a position funding change with our City Council.

The Joint Powers Agreement has an exit clause that requires a year notice if either party wanted to go in a different direction. We put a one year notice in it to protect the employee hired for this position so we could give notice that the position may be eliminated.

Our Public Works Strategic Plan has included discussion of the need for an additional staff engineer for several years. It cites the need to meet the current regulatory environment in the stormwater area and to accommodate a growing capital improvement program in the utility replacement area. With the action the City Council took regarding funding the utility CIP, the need is now in place to manage the resulting projects with in- house staff. Our Engineering Division has consistently demonstrated cost effective project delivery for standard utility and

street projects as compared to projects sent out to consultants for engineering services. Utility project engineering costs have consistently been under 12% of project cost.

Another area of additional need for engineering services is in the implementation of the Parks Master Plan. It is anticipated the trail projects will be delivered with staff engineering services. Our staff will also support the Park and Recreation Department with some site engineering, storm water engineering and environmental and natural resource assistance. This will be a significant additional workload for the next four years for the Engineering Division.

We are asking the City Council approve moving the funding source for our staff engineer that has been providing service to Arden Hills to our three utility funds rather than the revenues from Arden Hills services. The funding for an additional staff engineer has been included in the approved utility budgets for the past two budget cycles. This is an opportune time to seamlessly roll an existing staff member into a new role which she has been providing the city on a part time basis.

POLICY OBJECTIVE

It is policy to cooperate and partner with other agencies when feasible to be more efficient, cost effective and share technology that may otherwise not be possible or constrained for other reasons. These partnerships need continuous monitoring to ensure they continue to meet the party's needs. Due to a change in circumstances Arden Hills has requested to eliminate the need for our staff engineer services.

FINANCIAL IMPLICATIONS

We are recommending a shift of funding for the current staff Civil Engineer from joint powers revenues to the utility enterprise funds. The annual cost for this position currently is \$104,000. The cost to city budgets for 2012 would be half of that figure. This shift will allow the majority of the increased engineering services workload for the utility CIP to be completed at a lower cost than if outsourced to consultant firms. The city typically only relies on consulting engineering firms for specialty services such as traffic engineering or pumping facility design.

STAFF RECOMMENDATION

Staff recommends authorization of a staff engineer in the Public Works Department funded by the three utility enterprise funds. This would effectively shift the funding source for the current staff engineer from JPA revenues to the utilities annual budget effective July 1, 2012.

REQUESTED COUNCIL ACTION

Motion authorizing a staff engineer position in the Public Works Department with funding from the Water, Sanitary Sewer, and Storm Sewer Funds beginning July 1, 2012.

Prepared by: Duane Schwartz
Attachments: A:

REQUEST FOR COUNCIL ACTION

Date: January 23, 2012
Item No.: 13.d

Department Approval

City Manager Approval



Item Description: Receive and Review Proposed Strategic Planning Materials

BACKGROUND

On January 31 and February 6, the City Council and Department heads will meet to identify goals and strategies to meet the goals for 2013 and beyond.

The City recently invested in two efforts, Imagine Roseville 2025 and the Community Survey, to get citizen input on what is important to the community.

Staff reviewed the 15 Imagine Roseville 2025 goals and matched with the benchmarking from the 2011 survey. Staff assigned benchmarks to specific goals and recorded the community's overall satisfaction in each area. In some instances, the benchmarks measured two or more IR2025 goals.

This data will be helpful for the Councilmembers, Mayor and Department Heads to identify "big picture" goals.

POLICY OBJECTIVE

Provide City Council and staff with background materials to prepare for strategic planning session(s).

FINANCIAL IMPACTS

None

STAFF RECOMMENDATION

Receive and review strategic plan materials.

REQUESTED COUNCIL ACTION

Receive and review strategic plan materials.

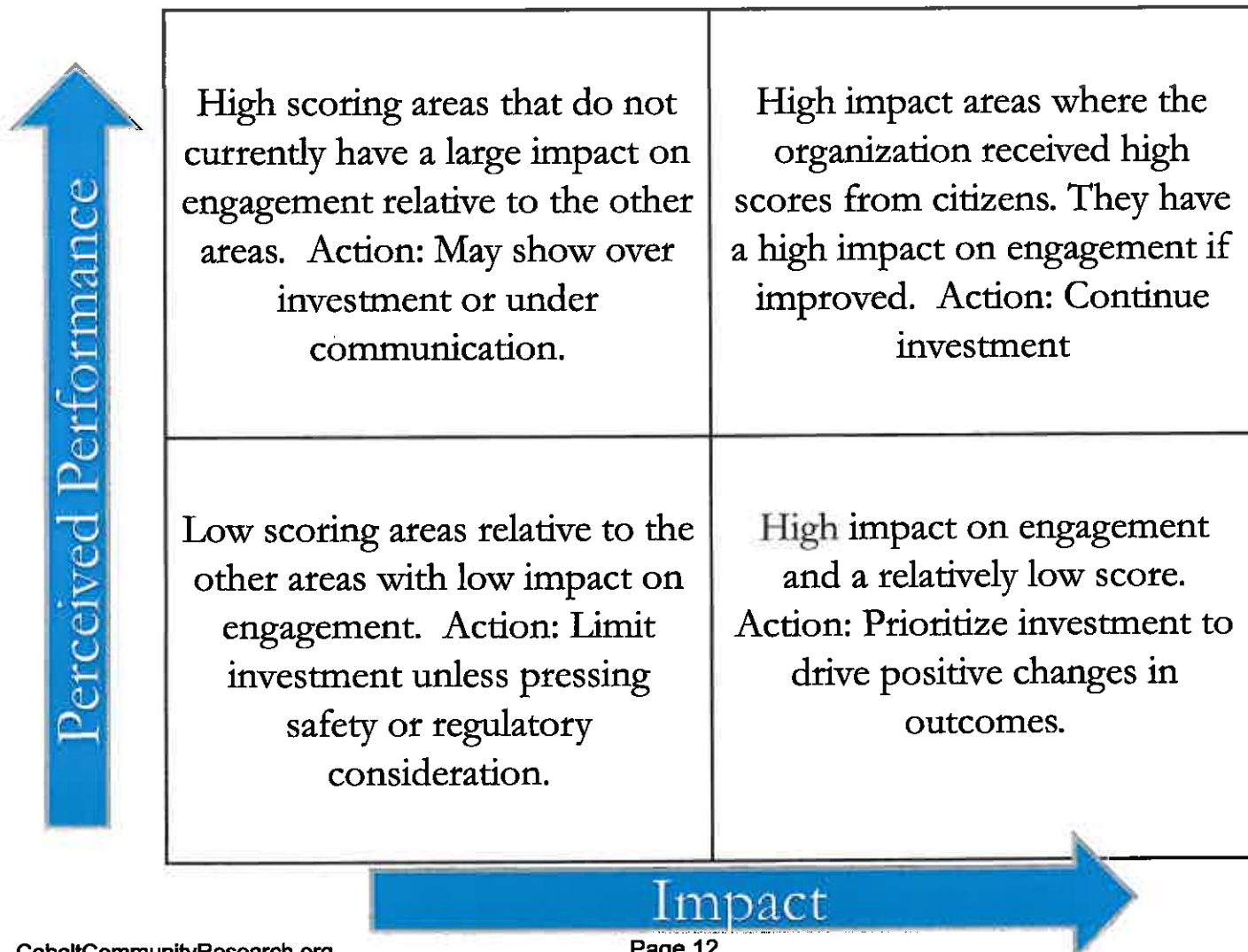
Prepared by: William J. Malinen

Attachments: A: Survey Identified Community Questions – Long-term Drivers and Strategic Priorities
B: Benchmark Comparisons

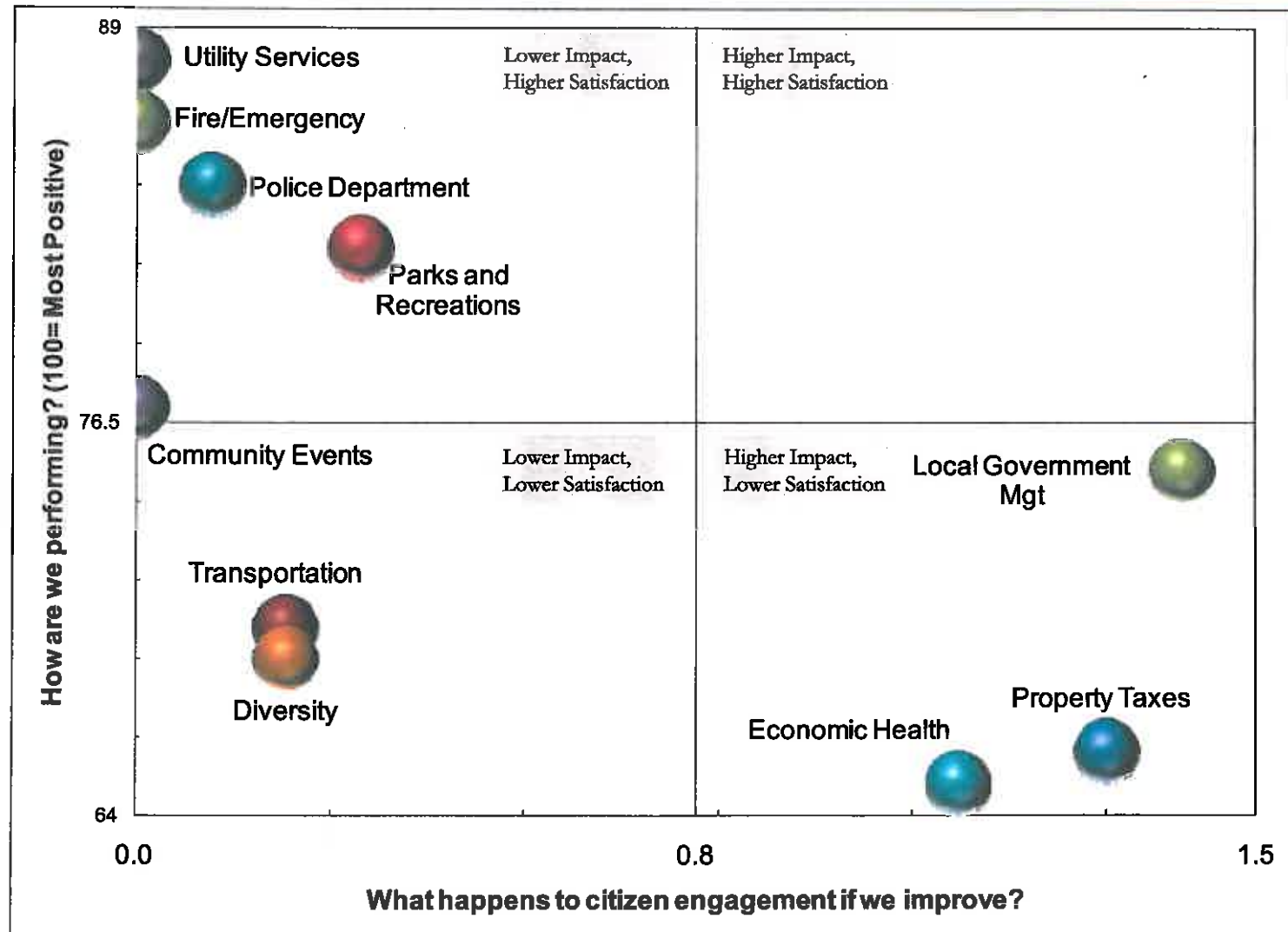


Understanding the Charts:

Community Questions – Long-term Drivers



Drivers of Satisfaction and Behavior: Strategic Priorities



Comparison of Survey Benchmarks

Identifying benchmarks that fit with Imagine Roseville 2025 Goals

Goal: Roseville is a welcoming community that appreciates differences and fosters diversity

- Range of cultural offerings 77
- Ethnic Diversity 67
- Efforts to support diversity 72

Goal: Roseville is a desirable place to live, work, and play

- Community events 77
- Availability of jobs 57
- Stability of property values 60
- Parks and Recreation 82
- Community Image 80
- Great place to live 83
- Great place for business 78
- Perfect community for me 77

Goal: Roseville has a strong and inclusive sense of community

- Responsive to citizens ideas 72
- Efforts to support diversity 72
- Community satisfaction 72
- Enjoyable for children 84
- Enjoyable for young adults 74
- Enjoyable for seniors 84
- Enjoyable for everyone else 83

Goal: Roseville residents are invested in their community

- Remain in community 79
- Plan to volunteer 51

Goal: Roseville is a safe community

- Fire and emergency medical services 86
- Adequate fire coverage 86
- Fire prevention education 79
- Quick response to fires 88
- Quick response to emergencies 90
- Police Department 84
- Respectful treatment 84
- Safety education 83
- Fast response 85
- Safe place to bike and walk 77
- Safe place to walk at night 69

Goal: Roseville housing meets community needs

- Affordability of housing 66
- Remain in community 79

Goal: Roseville is an environmentally healthy community

- Bicycle and foot traffic space 64

Goal: Roseville has world-renowned parks, open space, and multigenerational recreation programs and facilities

- Community events 77
- Range of cultural offerings 77
- Strong/vibrant art community 73
- Variety of events 79
- Parks and recreation 82
- Facilities meet your needs 82
- Facility maintenance 82
- Quality of programs 83
- Variety of programs 82

Goal: Roseville supports the health and wellness of community members

- Bicycle and foot traffic space 64
- Fire prevention education 79
- Safety education 83

- Reliability of water/sewer 89
- Safe place to live 82
- Safe place to bike and walk 77
- Safe place to walk at night 69

Goal: Roseville supports high quality, lifelong learning

- Facilities meet your needs 82
- Variety of programs 82

Goal: Roseville has a comprehensive, safe, efficient, and reliable transportation system

- Transportation 71
- Road maintenance 75
- Road signage 80
- Traffic free of congestion 64
- Public transportation options 54
- Bicycle and foot traffic space 64

Goal: Roseville has well-maintained, efficient, and cost-effective public infrastructure

- Road maintenance 75
- Road signage 80
- Traffic free of congestion 64
- Bicycle and foot traffic space 64

Goal: Roseville has technology that gives us a competitive advantage

- Services well managed 78
- Well trained employees 78

Goal: Roseville has a growing, diverse, and stable revenue base

- Availability of jobs 57
- Strength of local economy 67
- Great place for business 78
- Encourage business start up 59

Goal: Roseville responsibly funds programs, services, and infrastructure to meet long-term needs

• Utility services	88
• Reliability of water/sewer	89
• Adequate garbage collection	88
• Road maintenance	75
• Road signage	80
• Services well managed	78
• Well trained employees	78
• Facility maintenance	82
• Quality received for taxes	66

REQUEST FOR COUNCIL ACTION

Date: January 23, 2012
Item No.: 13.e

Department Approval

City Manager Approval



Item Description: City Manager Goals

BACKGROUND

Throughout the year, the City Council provides the City Manager with goals to achieve to measure the progress of the City..

POLICY OBJECTIVE

Provide City Manager with feedback on goals and measurable outcomes associated with each.

FINANCIAL IMPACTS

None

STAFF RECOMMENDATION

Review, discuss and confirm 2012 City Manager goals.

This document would be the basis for the City Manager's annual evaluation. It may also be a framework for the Council/Staff's annual strategic planning session.

REQUESTED COUNCIL ACTION

Review, discuss and confirm 2012 City Manager goals.

This document would be the basis for the City Manager's annual evaluation. It may also be a framework for the Council/Staff's annual strategic planning session.

Prepared by: Bill Malinen, City Manager

Attachments: A: 2012 City Manager Goals

Roseville City Manager Goal Suggestions

9.2011-12.2012

Competency	Goal	Expected Completion Date(s)	Outcome Measurements
ORGANIZATIONAL AND HUMAN RESOURCES MANAGEMENT	1. Propose specific e-commerce and e-government concepts	June-12	Proposal, with cost estimates, presented to Council for action/funding.
	2. Create a city-wide record management system to accurately and electronically create, store and retrieve documents	August-12	System proposed to Council and/or installed
	3. Create a succession, leadership, career development, training, recruitment and retention management plans to ensure quality service	December-12	Report to Council
	4. Allow for field data entry and external access to the network	June-12	Proposal, with cost estimates, presented to Council for action/funding
	5. Foster collaboration between the city and community based organizations, groups and individuals	August-12	Present 2 specific proposals to Council for review/implementation
	6. Participate in regional and intergovernmental collaborations for shared service opportunities	December-12	Initiate discussions with potential partners, propose initiative(s), with cost/savings estimates, to Council for funding/action.

Roseville City Manager Goal Suggestions

9.2011-12.2012

FISCAL AND BUSINESS MANAGEMENT	1. Fine-tune budget process by establishing budget calendar, evaluating reserve fund account ratios and policies, and incorporating Imagine Roseville 2025 strategic planning results into budget process.	July-12	Report to Council
	2. Develop Biennial Budget process	August-12	Propose refinements or elimination for action by Council.
	3. Implement Asset Management Software	December-12	Report funding implications to Council; Implement System
	4. Identify performance measurements and reallocate resources based on measured performance results and citizen satisfaction.	August-12	Attach measurable outcomes to all 160+ ratable programs; report to Council prior to budget cycle.
	5. Evaluate Roseville's costs of providing services/service levels, by program area and/or major program, against a group of peer cities.	August-12	Report to Council

Roseville City Manager Goal Suggestions

9.2011-12.2012

RELATIONSHIP WITH MAYOR AND COUNCIL	1. Continue regular meetings with individual Councilmembers	December-12	
	2. Explore electronic meeting materials approaches	April-12	Propose cost-savings measure(s) to Council for action/funding.
	3. Continue efforts to ensure transparency and openness with Council, staff and public	September-12	Report to Council on Packet Preparations

Roseville City Manager Goal Suggestions

9.2011-12.2012

LONG-RANGE PLANNING/ STRATEGIC PLAN	1. Conduct annual/biennial Council level strategic planning process to provide overall guidance to departments	March-12	Report back to Council regarding evaluation of 2011 process and proposal for improvements for 2012 process.
	2. Resurrect NorthEast Corridor Planning in Coordination with Metropolitan Council	September-12	Present plan for involvement to Council for approval and participation
	3. Develop Traffic Management and Overhead Electric Undergrounding Policy		Present for Council adoption
	4. Create a comprehensive economic development policy and mission to support existing businesses and attract new businesses	November-12	Report to Council
	5. Support Implementation of Parks and Recreation Master Plan and support findings of Fire Building Committee.		Present plan for action to Council for approval
	6. Explore the possibility of the creation of a regional parks district	April-12	Report to Council

Roseville City Manager Goal Suggestions

9.2011-12.2012

RELATIONSHIP WITH PUBLIC/PUBLIC RELATIONS	1. Foster and encourage Neighborhood development and outreach	June-12	Working with Human Rights Commission, propose strategic plan of action to Council for approval and participation.
	2. Foster collaboration between the city and community based organizations, groups, individuals and other agencies	June-12	Track contact and participation with community groups; report to Council semi-annually.
	3. Routinely seek community input to evaluate and continuously improve city services	September-12	Present plan for action to Council for approval
	4. Provide greater public access to all levels of city government. (council and commission packets/agendas/meeting minutes, contact information for council and commission members)	October-12	Present plan for action to Council for approval
	5. Implement Imagine Roseville 2025 vision to recognize and incent the spirit of "volunteerism" within Roseville*	June-12	Present plan for action to Council for approval
	6. Support efforts on civic engagement and neighborhoods*	August-12	Working with Human Rights Commission, propose strategic plan of action to Council for approval and participation
	7. Support initiatives to better communicate with local businesses	July-12	Present plan for action to Council for approval

