

Mayor:
Dan Roe



Address:
2660 Civic Center Dr.
Roseville, MN 55113

Councilmembers:
Jason Etten
Lisa Laliberte
Tammy McGehee
Robert Willmus

**City Council Agenda
Monday, March 12, 2018
City Council Chambers**

Phone:
651-792-7000

Website:
www.cityofroseville.com

1. 6:00 P.M. Roll Call
Voting & Seating Order: Willmus, Etten, McGeehee, Laliberte, and Roe
2. 6:01 P.M. Pledge of Allegiance
3. 6:02 P.M. Approve Agenda
4. 6:05 P.M. Public Comment
5. Recognition, Donations and Communications
6. 6:10 P.M. Items Removed from Consent Agenda
7. Business Items
 - 7.A. 6:15 P.M. Discuss and Finalize 2018 Community Survey and Authorize Arrangement of a Professional Service Agreement with The Morris Leatherman Company to Conduct the Survey

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENT.PDF
 - 7.B. 6:30 P.M. Consider Approval of Newly Created Positions and Additional FTE for License Center

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENT.PDF
 - 7.C. 6:50 P.M. Receive Presentation Overview of Rice St./Larpenteur Ave. Vision Plan and Adopt the Rice-Larpenteur Vision Plan

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENT.PDF
 - 7.D. 7:20 P.M. Public Works Ordinance Updates

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENT.PDF
 - 7.E. 7:40 P.M. Appoint Members to Various City Commissions

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENTS.PDF

- 8. 7:50 P.M. Approve Minutes
 - a. Approve February 26, 2018 City Council Minutes
 - b. Approve February 26, 2018 EDA Minutes

- 9. 7:55 P.M. Approve Consent Agenda

9.A. Approval of Payments

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENT.PDF

9.B. Consent Agenda Temporary Liquor and Gambling Licenses

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENTS.PDF

9.C. Approve General Purchases or Sale of Surplus Items Exceeding \$5,000

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENTS.PDF

9.D. Annual Police Forfeiture Accounts Summary

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENTS.PDF

9.E. Approve Resolution Awarding Bid for 2018 Pavement Management Project

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENTS.PDF

9.F. Adopt an Ordinance Amending Table 1005-1 to Include Multi-Family uses in the Regional Business District

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENTS.PDF

9.G. Award Contract for Operation of a Clean Up Day

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENT.PDF

9.H. Approve Entering Into an Agreement for the Fairview Trunk Storm Sewer

Analysis

Documents:

REQUEST FOR CITY COUNCIL ACTION AND ATTACHMENTS.PDF

10. 8:00 P.M. Council and City Manager Communications, Reports and Announcements
11. 8:10 P.M. Councilmember Initiated Future Agenda Items and Future Agenda Review
12. 8:15 P.M. Adjourn

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **7.a**

Department Approval



City Manager Approval



Item Description: Discussion to Finalize 2018 Community Survey and Authorize Arrangement of a Professional Service Agreement with The Morris Leatherman Company to Conduct the Survey

BACKGROUND

On February 12, 2018, City Councilmembers and staff discussed the possibility of conducting a community survey in 2018. The City Council communicated to staff that it desired to conduct a survey and agreed with staff's recommendation that the survey take place in April, consistent with the 2014 and 2016 surveys. Councilmembers and staff also discussed several of the individual survey questions, with the City Council directing staff to obtain potential questions from The Morris Leatherman Company on the topics of recycling, organics recycling, and organized collection. A draft of the proposed 2018 survey, with questions covering the requested topics, is included in Attachment A. Questions covering recycling (84-90), organics recycling (91-95), and organized collection (97-103) are highlighted in yellow.

Note: As in past surveys conducted by Morris Leatherman, the proposed 2018 survey includes several open-ended questions. Those questions are: 1-7; 11-14; 22; 24; 30; 32; 41; 60; 62; 83; 85-86; 90; 92; 98; 105; 117-122; 125-126. There are also several yes/no questions included in the survey.

BUDGET IMPLICATIONS

The 2018 budget includes \$20,000 for a survey of Roseville residents. The cost of the 2016 Morris Leatherman survey was \$18,500. It included 117 questions and surveyed 400 randomly selected residents with a +/- 5.0% margin of error. With the inclusion of the additional questions, the proposed survey totals 126 questions. As a result, staff anticipates the 2018 survey cost will be slightly higher than 2016, but still less than the \$20,000 survey budget.

STAFF RECOMMENDATION

Staff recommends that the City Council discuss the proposed 2018 survey, approve the recommended questions on the topics of recycling, organics recycling, and organized collection and direct staff to draft a Professional Services Agreement with The Morris Leatherman Company to conduct a 2018 Community Survey of Roseville residents.

REQUESTED COUNCIL ACTION

A motion to approve 2018 Community Survey questions and arrange a Professional Services Agreement with The Morris Leatherman Company to conduct a 2018 Community Survey of Roseville residents to be completed in April 2018.

Prepared by: Garry Bowman, Communications Manager

Attachments: A: 2018 City of Roseville Proposed Residential Survey compiled by The Morris Leatherman Company

THE MORRIS LEATHERMAN COMPANY
3128 Dean Court
Minneapolis, Minnesota 55416

City of Roseville
Residential Survey
PRELIMINARY FEBRUARY 2018

Hello, I'm _____ of the Morris Leatherman Company, a polling firm located in Minneapolis. We have been retained by the City of Roseville to speak with a random sample of residents about issues facing the community. This survey is being conducted because the City Council and City Staff are interested in your opinions and suggestions about current and future city needs. I want to assure you that all individual responses will be held strictly confidential; only summaries of the entire sample will be reported.

- | | |
|---|--|
| 1. Approximately how many years have you lived in Roseville? | LESS THAN TWO YEARS.....1
TWO TO FIVE YEARS.....2
FIVE TO TEN YEARS.....3
TEN TO TWENTY YEARS.....4
20 TO 30 YEARS.....5
OVER THIRTY YEARS.....6
DON'T KNOW/REFUSED.....7 |
| 2. As things stand now, how long in the future do you expect to live in Roseville? | LESS THAN TWO YEARS.....1
TWO TO FIVE YEARS.....2
SIX TO TEN YEARS.....3
OVER TEN YEARS.....4
DON'T KNOW/REFUSED.....5 |
| 3. How would you rate the quality of life in Roseville - excellent, good, only fair, or poor? | EXCELLENT.....1
GOOD.....2
ONLY FAIR.....3
POOR.....4
DON'T KNOW/REFUSED.....5 |
| 4. What do you like most, if anything, about living in Roseville?
(DO NOT READ LIST)

_____ | DON'T KNOW/REFUSED.....00
NOTHING.....01
CONVENIENT LOCATION.....02
NEIGHBORHOOD/HOUSING....03
SAFE.....04
FRIENDLY PEOPLE.....05
CLOSE TO FAMILY.....06
CLOSE TO JOB.....07
SCHOOLS.....08
PARKS/TRAILS.....09
SHOPPING.....10
QUIET AND PEACEFUL.....11 |

5. What do you think is the most serious issue facing Roseville today? (DO NOT READ LIST)
-
-
- DON'T KNOW/REFUSED.....00
NOTHING.....01
HIGH TAXES.....02
RISING CRIME.....03
POOR CITY SPENDING.....04
LACK OF JOBS/BUSINESS...05
AGING POPULATION.....06
AGING INFRASTRUCTURE...07
STREET REPAIR.....08
6. All in all, do you think things in Roseville are generally headed in the right direction, or do you feel things are off on the wrong track?
- RIGHT DIRECTION.....1
WRONG TRACK.....2
DON'T KNOW/REFUSED.....3
- IF "WRONG TRACK," ASK:
7. Please tell me why you feel things have gotten off on the wrong track? (DO NOT READ LIST)
-
-
- DON'T KNOW/REFUSED.....00
HIGH TAXES.....01
POOR CITY SPENDING.....02
STREET REPAIR.....03
RISING CRIME.....04
GROWING DIVERSITY.....05
CITY PLANNING.....06
TOO MUCH RETAIL.....07
8. How would you rate the sense of community identity among residents in Roseville -- would you say it is very strong, somewhat strong, not too strong, or not at all strong?
- VERY STRONG.....1
SOMEWHAT STRONG.....2
NOT TOO STRONG.....3
NOT AT ALL STRONG.....4
DON'T KNOW/REFUSED.....5
9. Please tell me which of the following do you feel the closest connection to -- the City of Roseville as a whole, your neighborhood, your School District or something else? (IF "SOMETHING ELSE," ASK:) What would that be?
- CITY OF ROSEVILLE.....1
NEIGHBORHOOD.....2
SCHOOL DISTRICT.....3
CHURCH.....4
WORKPLACE.....5
FAMILY/FRIENDS.....6
DON'T KNOW/REFUSED.....7
10. Do you feel accepted in the City of Roseville?
- YES.....1
NO.....2
DON'T KNOW/REFUSED.....3

IF "NO," ASK:

11. Why do you feel that way?

Let's spend a few minutes discussing the future of the City of Roseville.

- | | |
|---|---|
| 12. When thinking about a city's quality of life, what do you think is the most important aspect of that quality? (DO NOT READ LIST) | DON'T KNOW/REFUSED.....00
SAFETY.....01
SENSE OF COMMUNITY.....02
GOOD SCHOOLS.....03
UPKEEP OF CITY.....04
OPEN SPACE/NATURE.....05
PARKS/RECREATION.....06
UPKEEP OF HOUSING.....07
QUIET AND PEACEFUL.....08 |
| 13. What aspects, if any, of the community should be fixed or improved in the future? (DO NOT READ LIST) | DON'T KNOW/REFUSED.....00
NOTHING.....01
LOWER TAXES.....02
BETTER ROADS.....03
MORE JOBS.....04
MORE PUBLIC TRANSIT.....05
MORE SENIOR HOUSING.....06
LESS AFFORDABLE HOUSING.....07
SIDEWALKS.....08 |
| 14. What, if anything, is currently missing from the City of Roseville which, if present, would greatly improve the quality of life for residents? (DO NOT READ LIST) | DON'T KNOW/REFUSED.....00
NOTHING.....01
MORE PUBLIC TRANSIT.....02
MORE JOBS.....03
MORE ENTERTAINMENT.....04
MORE AFFORDABLE
HOUSING.....05
SIDEWALKS.....06 |

I would like to read a list of characteristics others have mentioned that indicate a city has a high quality of life.

15. Please tell me which one you think is most important for a city to have? (ROTATE AND READ LIST)

16. Which is second most important? (RE-READ LIST; OMITTING FIRST CHOICE)

17. Which is least important? (RE-READ LIST; OMITTING FIRST TWO CHOICES)

	MOST	SEC	LST
HIGH PROPERTY VALUES.....	01.....	01.....	01
WELL MAINTAINED PROPERTIES.....	02.....	02.....	02
LOW PROPERTY TAXES.....	03.....	03.....	03
LOW CRIME RATE.....	04.....	04.....	04
GOOD SCHOOL SYSTEM.....	05.....	05.....	05
VARIETY OF SHOPPING OPPORTUNITIES.....	06.....	06.....	06
VARIETY OF PARK AND RECREATION OPPORTUNITIES.....	07.....	07.....	07
JOB OPPORTUNITIES.....	08.....	08.....	08
COMMUNITY EVENTS AND FESTIVALS.....	09.....	09.....	09
SENSE OF COMMUNITY.....	10.....	10.....	10
ELSE.....	11.....	11.....	11
DON'T KNOW/REFUSED.....	12.....	12.....	12

Let's discuss recreational opportunities in the community....

- | | |
|--|--|
| 18. How would you rate park and recreational facilities in Roseville -- excellent, good, only fair, or poor? | EXCELLENT.....1
GOOD.....2
ONLY FAIR.....3
POOR.....4
DON'T KNOW/REFUSED.....5 |
| 19. Which Roseville recreation facilities, if any, do you or members of your household use most frequently? | DON'T KNOW/REFUSED.....00
NONE.....01
TRAILS.....02
NEIGHBORHOOD PARKS.....03
ATHLETIC FIELDS.....04 |
| 20. How would you rate the upkeep and maintenance of Roseville City Parks -- excellent, good, only fair, or poor? | EXCELLENT.....1
GOOD.....2
ONLY FAIR.....3
POOR.....4
DON'T KNOW/REFUSED.....5 |
| 21. In the past year, have you or any members of this household participated in any city-sponsored park and recreation programs? | YES.....1
NO.....2
DON'T KNOW/REFUSED.....3 |

22. Are there any park and recreation programs you would like to see offered or expanded?

23. How often do you or members of your household use the trail system, weather permitting -- twice or more per week, weekly, two or three times per month, monthly, quarterly, less frequently or not at all?
- | | |
|---------------------------|---|
| TWICE OR MORE A WEEK..... | 1 |
| WEEKLY..... | 2 |
| TWO/THREE PER MONTH..... | 3 |
| MONTHLY..... | 4 |
| QUARTERLY..... | 5 |
| LESS FREQUENTLY..... | 6 |
| NOT AT ALL..... | 7 |
| DON'T KNOW/REFUSED..... | 8 |

24. Are there any areas in the City of Roseville that are lacking trails or pathways? (IF "YES," ASK:) Where would that be?

25. Which of the following would be your top priority for the City's trails and sidewalk system? (ROTATE)

CONSTRUCTION OF ADDITIONAL TRAILS FOR EXERCISE WITHIN PARKS.....	1
CONSTRUCTION OF TRAILS CONNECTING NEIGHBORHOODS AND PARKS.....	2
CONSTRUCTION OF TRAILS CONNECTING NEIGHBORHOODS AND SHOPPING AND BUSINESS AREAS.....	3
ELSE ().....	4
DON'T KNOW/REFUSED.....	5

In the past year, the City has opened new park buildings at Autumn Grove, Lexington, Rosebrook, Oasis, Sandcastle and Villa Parks.

26. Are you aware of these new park buildings?
- | | |
|-------------------------|---|
| YES..... | 1 |
| NO..... | 2 |
| DON'T KNOW/REFUSED..... | 3 |
27. Have you or members of your household visited or used one of the new park buildings?
- | | |
|-------------------------|---|
| YES..... | 1 |
| NO..... | 2 |
| DON'T KNOW/REFUSED..... | 3 |

IF "YES," ASK:

28. How would you rate your experience - excellent, good, only fair or poor? EXCELLENT.....1
GOOD.....2
ONLY FAIR.....3
POOR.....4
DON'T KNOW/REFUSED.....5
29. Would you consider using one of the new park buildings again the future? YES.....1
NO.....2
DON'T KNOW/REFUSED.....3

IF "NO" IN QUESTION #27, ASK:

30. Why haven't you or members of your household visited or used one of the new park buildings?
-
-

31. Do you feel the current mix of recreational or sports facilities meet the needs of members of your household? YES.....1
NO.....2
DON'T KNOW/REFUSED.....3

IF "NO," ASK:

32. What facilities do you feel are missing?
-

Moving on....

I would like to read you a list of a few city services. For each one, please tell me whether you would rate the quality of the service as excellent, good, only fair, or poor? (ROTATE)

	EXCL	GOOD	FAIR	POOR	DK/R
33. Police protection?	1	2	3	4	5
34. Fire protection?	1	2	3	4	5
35. Emergency medical services?	1	2	3	4	5
36. Sewer and water?	1	2	3	4	5
37. Drainage and flood control?	1	2	3	4	5
38. Building inspections?	1	2	3	4	5
39. Animal control?	1	2	3	4	5
40. Code enforcement?	1	2	3	4	5

IF ANY SERVICES WERE RATED "ONLY FAIR" OR "POOR," ASK:

41. Why did you rate _____ DON'T KNOW/REFUSED.....00
as (only fair/poor)? COULD IMPROVE.....01
(DO NOT READ LIST) FLOODING.....02
MORE PATROLLING.....03
POOR INSPECTIONS.....04
LOOSE ANIMALS.....05
RUNDOWN HOMES.....06
RUDE/UNFRIENDLY.....07

Now, for the next six city services, please consider only their job on city-maintained streets and roads in neighborhoods. That means excluding interstate highways, state and county roads that are taken care of by other levels of government. Hence, Interstate 35W, Highway 36, County Road C or Lexington Avenue, should not be considered. How would you rate

- | | EXCL | GOOD | FAIR | POOR | DK/R |
|---|------|------|------|------|--------------------------|
| 42. Street repair and maintenance? | 1 | 2 | 3 | 4 | 5 |
| 43. Snow plowing? | 1 | 2 | 3 | 4 | 5 |
| 44. Trail and pathway plowing in parks? | 1 | 2 | 3 | 4 | 5 |
| 45. Trail and pathway plowing in neighborhoods? | 1 | 2 | 3 | 4 | 5 |
| 46. Pathway repair and maintenance in the parks? | 1 | 2 | 3 | 4 | 5 |
| 47. Pathway repair and maintenance in neighborhoods? | 1 | 2 | 3 | 4 | 5 |
| 48. Do you consider the city portion of your property taxes to be very high, somewhat high, about average, somewhat low, or very low in comparison with neighboring cities? | | | | | |
| | | | | | VERY HIGH.....1 |
| | | | | | SOMEWHAT HIGH.....2 |
| | | | | | ABOUT AVERAGE.....3 |
| | | | | | SOMEWHAT LOW.....4 |
| | | | | | VERY LOW.....5 |
| | | | | | DON'T KNOW/REFUSED.....6 |
| 49. Would you favor or oppose an increase in YOUR city property tax if it were needed to maintain city services at their current level? | | | | | |
| | | | | | FAVOR.....1 |
| | | | | | OPPOSE.....2 |
| | | | | | DON'T KNOW/REFUSED.....3 |

50. When you consider the property taxes you pay and the quality of city services you receive, would you rate the general value of city services as excellent, good, only fair, or poor?
- | | |
|-------------------------|---|
| EXCELLENT..... | 1 |
| GOOD..... | 2 |
| ONLY FAIR..... | 3 |
| POOR..... | 4 |
| DON'T KNOW/REFUSED..... | 5 |

For each of the following long-term infrastructure projects, please tell me if you strongly support the City continuing to invest in it, somewhat support, somewhat oppose or strongly oppose.

- | | STS | SMS | SMO | STO | DKR |
|----------------------------|-----|-----|-----|-----|-----|
| 51. Water and sewer pipes? | 1 | 2 | 3 | 4 | 5 |
| 52. City buildings? | 1 | 2 | 3 | 4 | 5 |
| 53. Pedestrian pathways? | 1 | 2 | 3 | 4 | 5 |
| 54. Bikeways? | 1 | 2 | 3 | 4 | 5 |
| 55. City roads? | 1 | 2 | 3 | 4 | 5 |

Changing topics....

56. Other than voting, do you feel that if you wanted to, you could have a say about the way the City of Roseville runs things?
- | | |
|-------------------------|---|
| YES..... | 1 |
| NO | 2 |
| DON'T KNOW/REFUSED..... | 3 |
57. From what you know, do you approve or disapprove of the job the Mayor and City Council are doing? (WAIT FOR RESPONSE) And do you feel strongly that way?
- | | |
|--------------------------|---|
| STRONGLY APPROVE..... | 1 |
| APPROVE..... | 2 |
| DISAPPROVE..... | 3 |
| STRONGLY DISAPPROVE..... | 4 |
| DON'T KNOW/REFUSED..... | 5 |

IF "DISAPPROVE" OR "STRONGLY DISAPPROVE," ASK:

58. Why do you feel that way?
(DO NOT READ LIST)
-
- | | |
|--------------------|----|
| POOR JOB..... | 01 |
| POOR SPENDING..... | 02 |
| COULD IMPROVE..... | 03 |
| HIGH TAXES..... | 04 |
| DON'T LISTEN..... | 05 |
59. From what you have heard or seen, how would you rate the job performance of the Roseville City staff -- excellent, good, only fair, or poor?
- | | |
|-------------------------|---|
| EXCELLENT..... | 1 |
| GOOD..... | 2 |
| ONLY FAIR..... | 3 |
| POOR..... | 4 |
| DON'T KNOW/REFUSED..... | 5 |

IF "ONLY FAIR" OR "POOR," ASK:

60. Why do you feel that way? (DO NOT READ LIST)	POOR SPENDING.....01
	COULD IMPROVE.....02
	DON'T LISTEN.....03
	RUDE/UNPROFESSIONAL.....04

Thinking about another topic....

61. How would you rate the general condition and appearance of Rose- ville -- excellent, good, only fair, or poor?	EXCELLENT.....1
	GOOD.....2
	ONLY FAIR.....3
	POOR.....4
	DON'T KNOW/REFUSED.....5

IF "ONLY FAIR" OR "POOR," ASK:

62. Why do you feel that way? (DO NOT READ LIST)	DON'T KNOW/REFUSED.....00
	RUNDOWN HOMES.....01
	MESSY YARDS.....02
	RUNDOWN BUSINESSES.....03
	JUNK CARS.....04

63. Over the past two years, has the appearance of Roseville improved, declined or remained the same?	IMPROVED.....1
	DECLINED.....2
	REMAINED THE SAME.....3
	DON'T KNOW/REFUSED.....4

64. How would you rate the job the City does enforcing city codes on nuisances - excellent, good, only fair or poor?	EXCELLENT.....1
	GOOD.....2
	ONLY FAIR.....3
	POOR.....4
	DON'T KNOW/REFUSED.....5

IF "ONLY FAIR" OR "POOR," ASK:

65. What nuisances does the City need to do a better job of enforcing? (DO NOT READ LIST)	DON'T KNOW/REFUSED.....00
	MESSY YARDS.....01
	RUNDOWN HOMES.....02
	JUNK CARS.....03
	LOOSE ANIMALS.....04

The City of Roseville works with organizations to offer a variety of different housing programs for residential home owners, including foreclosure protection and home improvement loans for interior and exterior remodeling.

66. Prior to this survey, were you aware of this housing program?
- | | |
|-------------------------|---|
| YES..... | 1 |
| NO..... | 2 |
| DON'T KNOW/REFUSED..... | 3 |

Turning to the issue of public safety in the community....

I would like to read you a short list of public safety concerns.

67. Please tell me which one you consider to be the greatest concern in Roseville? If you feel that none of these problems are serious in Roseville, just say so.

FIRST

- | | |
|--|----|
| Violent crime..... | 01 |
| Drugs..... | 02 |
| Youth crimes and vandalism..... | 03 |
| Break-ins and theft from automobiles..... | 04 |
| Business crimes, such as shop-lifting and check fraud..... | 05 |
| Residential crimes, such as burglary, and theft..... | 06 |
| Traffic speeding..... | 07 |
| Identity theft..... | 08 |
| ALL EQUALLY..... | 09 |
| NONE OF THE ABOVE..... | 10 |
| DON'T KNOW/REFUSED..... | 11 |

68. How would you rate the amount of patrolling the Roseville Police Department does in your neighborhood -- would you say they do too much, about the right amount, or not enough?
- | | |
|-------------------------|---|
| TOO MUCH..... | 1 |
| ABOUT RIGHT AMOUNT..... | 2 |
| NOT ENOUGH..... | 3 |
| DON'T KNOW/REFUSED..... | 4 |

Changing topics...

I would like to read you a list of characteristics of a community. For each one, please tell me if you think Roseville currently has too many or too much, too few or too little, or about the right amount.

- | | MANY
/MCH | FEW/
LITT | ABT
RGHT | DK/
REFD |
|-------------------------------|--------------|--------------|-------------|-------------|
| 69. Affordable rental units? | 1 | 2 | 3 | 4 |
| 70. Market rate rental units? | 1 | 2 | 3 | 4 |
| 71. Condominiums? | 1 | 2 | 3 | 4 |

	MANY /MCH	FEW/ LITT	ABT RGHT	DK/ REFD
72. Townhomes?	1	2	3	4
73. Affordable owner-occupied housing?	1	2	3	4
74. "Move up" housing?	1	2	3	4
75. Higher cost housing?	1	2	3	4
76. Assisted living for seniors?	1	2	3	4
77. Parks and open spaces?	1	2	3	4
78. Trails and bikeways?	1	2	3	4
79. Service and retail establish- ments?	1	2	3	4
80. Entertainment and dining oppor- tunities?	1	2	3	4
81. If you were going to move from your current home for upgrading, how committed would you be to stay in Roseville -- very committed, somewhat committed, not too com- mitted or not at all committed?	VERY COMMITTED.....1 SOMEWHAT COMMITTED.....2 NOT TOO COMMITTED.....3 NOT AT ALL COMMITTED.....4 DON'T KNOW/REFUSED.....5			
82. And, if you were going to move from your current home for down- sizing, how committed would you be to stay in Roseville -- very com- mitted, somewhat committed, not too committed, or not at all committed?	VERY COMMITTED.....1 SOMEWHAT COMMITTED.....2 NOT TOO COMMITTED.....3 NOT AT ALL COMMITTED.....4 DON'T KNOW/REFUSED.....5			

IF "NOT TOO COMMITTED" OR "NOT AT ALL COMMITTED IN QUESTIONS
#81 OR #82, ASK:

83. Is there anything missing or could be improved in
Roseville that would make you committed to staying?

Changing topics....

The City contracts with a local company for curbside recycling services. Currently, residents are provided a single-sort recycling cart, and recyclables are picked up every two weeks.

84. Do you participate in the curbside recycling program by separating recyclable items from the rest of your garbage? YES.....1
NO.....2
DON'T KNOW/REFUSED.....3

IF "NO," ASK:

85. Could you tell me one or two reasons why your household does not participate in the curbside recycling program?

86. Are there any changes or improvements in the service which could be made to induce you to participate in it?

IF "YES" IN QUESTION #84, ASK:

87. How often do you put recyclables out for collection -- every two weeks, monthly, or less often? EVERY TWO WEEKS.....1
MONTHLY.....2
LESS OFTEN.....3
DON'T KNOW/REFUSED.....4

When you think of the recyclables your household generates...

88. Would you favor or oppose a change to an every week collection schedule for recyclables? (WAIT FOR RESPONSE) STRONGLY FAVOR.....1
FAVOR.....2
OPPOSE.....3
STRONGLY OPPOSE.....4
Do you feel strongly that way? DON'T KNOW/REFUSED.....5

IF "STRONGLY FAVOR" OR "FAVOR," ASK:

89. Would you still favor a change to an every week recycling collection schedule if it increased your costs? YES.....1
NO.....2
DON'T KNOW/REFUSED.....3

90. Are there any changes or improvements in the curbside recycling program you would like to see?

As you may know, some cities have begun a curbside collection program for compostable waste called "organics," such as food scraps and non-recyclable paper.

91. Do you support or oppose a curbside collection program for compostable waste for an additional fee? (WAIT FOR RESPONSE) Do you feel strongly that way?	STRONGLY SUPPORT.....1
	SUPPORT.....2
	OPPOSE.....3
	STRONGLY OPPOSE.....4
	DON'T KNOW/REFUSED.....5

IF A RESPONSE IS GIVEN, ASK:

92. Why do you feel that way?

IF "OPPOSE" OR "STRONGLY OPPOSE," ASK:

93. Would you still oppose a curbside collection program for compostable waste if pickup changed to an every week collection schedule?	YES.....1
	NO.....2
	DON'T KNOW/REFUSED.....3

94. If a curbside collection program for compostable waste was available, how likely would your household be to participate in it - very likely, somewhat likely, not too likely or not at all likely?	VERY LIKELY.....1
	SOMEWHAT LIKELY.....2
	NOT TOO LIKELY.....3
	NOT AT ALL LIKELY.....4
	DON'T KNOW/REFUSED.....5

As an alternative to a curbside collection system for compostable waste, the City could offer a central drop-off location.

95. How likely would you household be to use a central drop-off location for compostable waste - very likely, somewhat likely, not too likely or not at all likely?
- | | |
|-------------------------|---|
| VERY LIKELY..... | 1 |
| SOMEWHAT LIKELY..... | 2 |
| NOT TOO LIKELY..... | 3 |
| NOT AT ALL LIKELY..... | 4 |
| DON'T KNOW/REFUSED..... | 5 |

IF "VERY LIKELY" OR "SOMEWHAT LIKELY," ASK:

96. How often would you expect to use this site - more than once a week, once a week, once every other week, once a month or less often?
- | | |
|---------------------------|---|
| MORE THAN ONCE A WEEK.... | 1 |
| ONCE A WEEK..... | 2 |
| ONCE EVERY OTHER WEEK.... | 3 |
| ONCE A MONTH..... | 4 |
| LESS OFTEN..... | 5 |
| DON'T KNOW/REFUSED..... | 6 |

Most communities have one of three systems for garbage collection. In an open collection system, like the City of Roseville currently has, residents choose their hauler from several different companies serving the community. Other cities use an organized collection system, where the City contracts with a hauler for collection throughout city, either for the entire city or for zones within the city.

97. Would you favor or oppose the City of Roseville changing from the current system in which residents may choose from several different haulers to a system where the City chooses a hauler or set of haulers for your area? (WAIT FOR RESPONSE)
Do you feel strongly that way?
- | | |
|-------------------------|---|
| STRONGLY FAVOR..... | 1 |
| FAVOR..... | 2 |
| OPPOSE..... | 3 |
| STRONGLY OPPOSE..... | 4 |
| DON'T KNOW/REFUSED..... | 5 |

IF A RESPONSE IS GIVEN, ASK:

98. Could you tell me one or two reasons for your decision?

I would like to read a list of statements about garbage collection. For each one, please tell me if you strongly agree with the statement, somewhat agree, somewhat disagree, or strongly disagree with the statement. If you don't have an opinion, just say so....
(ROTATE)

99.	Under the current open collection system, cost for street maintenance and upkeep are higher than under an organized collection system?	1	2	3	4	5
100.	Under an organized collection, cost of garbage collection will be lower for residents than under the current open collection system?	1	2	3	4	5
101.	Under the current open collection system, pollution from trucks is greater than under an organized collection system?	1	2	3	4	5
102.	Under an organized collection, pedestrians will be safer than under the current open collection system?	1	2	3	4	5
103.	Under the current open collection system, customer service is better than under an organized collection system?	1	2	3	4	5

Continuing....

104.	How would you rate the City's overall performance in communicating key local issues to residents in its publications, website, mailings, and on cable television -- excellent, good, only fair, or poor?	EXCELLENT.....1
		GOOD.....2
		ONLY FAIR.....3
		POOR.....4
		DON'T KNOW/REFUSED.....5
105.	What is your primary source of information about the City of Roseville? (DO NOT READ LIST)	DON'T KNOW/REFUSED.....00
		NONE.....01
		CITY NEWSLETTER.....02
		LOCAL NEWSPAPER.....03
		CITY WEBSITE.....04
		CABLE TELEVISION.....05
		WORD OF MOUTH.....06

106. How would you most prefer to receive information about Roseville City Government and its activities -- (ROTATE) e-mail, information on the city's website, city publications and newsletters, mailings to your home, local weekly newspaper coverage, cable television programming, the city's Facebook page, the City's Twitter feed or Nextdoor?	E-MAIL.....01 CITY WEBSITE.....02 PUBLICATIONS/NEWSLTRS...03 MAILINGS TO HOME.....04 LOCAL WEEKLY PAPERS.....05 CABLE TV.....06 CITY FACEBOOK PAGE.....07 TWITTER.....08 NEXTDOOR.....09
---	--

107. Do you recall receiving the City publication -- "Roseville City News" -- during the past year?	YES.....1 NO.....2 DON'T KNOW/REFUSED.....3
---	---

IF "YES," ASK:

108. Do you or any members of your household regularly read it?	YES.....1 NO.....2 DON'T KNOW/REFUSED.....3
---	---

109. How effective is this city publication in keeping you informed about activities in the city -- very effective, somewhat effective, not too effective, or not at all effective?	VERY EFFECTIVE.....1 SOMEWHAT EFFECTIVE.....2 NOT TOO EFFECTIVE.....3 NOT AT ALL EFFECTIVE.....4 DON'T KNOW/REFUSED.....5
---	---

I would like to ask you about social media sources. For each one, tell me if you currently use that source of information; then, for each you currently use, tell me if you would be likely or unlikely to use it to obtain information about the City of Roseville.

	NOT USE	USE LIK	USE NLK	DK/ REF
110. Facebook?	1	2	3	4
111. Twitter?	1	2	3	4
112. YouTube?	1	2	3	4
113. Nextdoor?	1	2	3	4
114. E-mail?	1	2	3	4
115. City website?	1	2	3	4
116. Other social media sites?	1	2	3	4

Now, just a few more questions for demographic purposes....

Could you please tell me how many people in each of the following age groups live in your household.

117. Persons 65 or over?	NONE.....0
	ONE.....1
	TWO OR MORE.....2
118. Adults between the ages of 50 and 64 years of age?	NONE.....0
	ONE.....1
	TWO MORE.....2
119. Adults between the ages of 18 and 49 years of age?	NONE.....0
	ONE.....1
	TWO.....2
	THREE OR MORE.....3
120. School-aged children and pre- schoolers?	NONE.....0
	ONE.....1
	TWO.....2
	THREE OR MORE.....3
121. Do you own or rent your present residence?	OWN.....1
	RENT.....2
	REFUSED.....3
122. What is your age, please? (READ CATEGORIES, IF NEEDED)	18-24.....1
	25-34.....2
	35-44.....3
	45-54.....4
	55-64.....5
	65 AND OVER.....6
123. Which of the following best des- cribes your household: (READ)	SINGLE/NO OTHER.....1
A. Single, no other family at home.	SINGLE PARENT.....2
B. Single parent with children at home.	MAR/PARTN/CHILDREN.....3
C. Married or partnered, with children at home.	MAR/PARTN/NO CHILD.....4
D. Married or partnered with no children or no children at home.	SOMETHING ELSE.....5
E. Something else.	DON'T KNOW/REFUSED.....6

124. Which of the following categories	WHITE.....1
represents your ethnicity --	AFRICAN-AMERICAN.....2
White, African-American, Hispanic-	HISPANIC-LATINO.....3
Latino, Asian-Pacific Islander,	ASIAN-PACIFIC ISLAND.....4
Native American, or something	NATIVE AMERICAN.....5
else? (IF "SOMETHING ELSE," ASK:)	SOMETHING ELSE.....6
What would that be?	MIXED/BI-RACIAL.....7
	DON'T KNOW.....8
	REFUSED.....9

125. Do you live north or south of	NORTHWEST.....1
Highway 36? (WAIT FOR RESPONSE)	NORTHEAST.....2
Do you east or west of Snelling	SOUTHEAST.....3
Avenue?	SOUTHWEST.....4
	DON'T KNOW/REFUSED.....5

Thank you for your time. Good-bye.

126. Gender (DO NOT ASK)	MALE.....1
	FEMALE.....2

LIST: _____

DATE: _____

PHONER: _____

PHONE NUMBER: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **7.b**

Department Approval



City Manager Approval



Item Description: Consider Approval of Newly Created Positions and Additional FTE for License Center

Background

The 2016-2020 License Center Strategic Plan, presented to Council on May 27, 2015, included goals and priorities including the development of a succession plan. These proposed organizational changes were developed through a comprehensive SWOT analysis and have been partially implemented throughout 2016-17. This Strategic Plan allows the city to plan for and quickly respond to needs and opportunities as they arise. With a pending retirement, the city is positioned to take the next step to fully implement the succession plan.

As part of these organizational changes, Council is being asked to approve the creation of a new License Center Manager position, authorize the reclassification of the License Center Supervisor and hire an additional .5 FTE. These changes are a critical piece to better balance supervisory duties and responsibilities, completes the succession plan and positions the City to expand the passport and auto dealer functions.

A memo outlining more specific details such as current and proposed organizational structure, and budget impacts is included as Attachment A.

Below are the job summaries and salary ranges for each new or changed position being requested. Each position is fulltime with the exception of the additional .75 FTE License Center Representative and each will include benefits costing approximately 30% beyond the salary listed.

License Center Manager Job Summary:

The License Center Manager is responsible for the oversight of the City's Minnesota Deputy Registrar and Federal Passport Application Acceptance functions in conformance with the requirements and procedures established by the Minnesota Department of Public Safety and U.S. Department of State respectively. This position provides comprehensive management and supervision of the assigned functions and programs; with direct supervision and works closely with the Motor Vehicle and Passports area Supervisors to establish a long-term strategic plan, annual work plan, budget & capital improvement plan, and human capital strategies as well as day to day operations, supervision, personnel development training, budgeting, analysis, troubleshooting, and administrative and managerial duties including reporting and recordkeeping. The License Center Manager also serves as a general resource to all License Center Staff and works directly with customers as needed.

Salary Range: Internally this position falls into grade 13 of the exempt ranges \$36.59 – \$44.08/Hr. or

37 \$76,107 - \$91,686 annually.

38

39 **Motor Vehicle Supervisor Job Summary:**

40 The Motor Vehicle Supervisor is responsible for the oversight and supervision of the City's motor vehicle
41 operations in conformance with the Minnesota Department of Public Safety and the Minnesota
42 Department of Natural Resources along with established City policies and procedures. This position will
43 coordinate workflows and manage applicable technical service requirements and serves as the primary
44 contact for all motor vehicle and driver's license related matters for the city; while providing supervisory
45 support for all functions of the Motor Vehicle division for the City through providing timely analysis and
46 support in gap areas.

47

48 **Salary Range:** Internally this position falls into grade 10 of the exempt ranges \$30.42 – \$36.65/Hr. or
49 \$63,274 - \$76,232 annually.

50

51 **Motor Vehicle Representative Job Summary:**

52 The Motor Vehicle Representative processes motor vehicle licensing and registration, driver's
53 licensing, DNR regulated licenses, and the acceptance of passport applications. This position provides
54 support services for issuance vehicle licensing and registration, driver's licenses, and DNR regulated
55 licenses under the readily available supervision of the Motor Vehicle Supervisor. This position applies
56 knowledge of the codes, policies, procedures and practices of the deputy registrar's licensing office and
57 performs light troubleshooting having a limited financial impact.

58

59 **Salary Range:** Internally this position falls into grade 5 of the non-exempt ranges \$20.72 – \$24.95/Hr.
60 or \$32,323 - \$38,922 at 3/4 FTE annually.

61

62 **POLICY OBJECTIVE**

63 The License Center has identified priorities and funding mechanisms for the City to provide needed
64 services and programs. Promoting and hiring personnel to fill the newly created and changed positions
65 will complete the last step of the succession plan and allow for more sustainability and future expansion
66 of the passport and auto dealer functions.

67 **FINANCIAL IMPACTS**

68 This plan allows for no additional cost to the City in 2018 and is within the provided budget.

69 **STAFF RECOMMENDATION**

70 Staff recommends approval of the newly created and changed positions and recommends that
71 the City Council authorize staff to begin the process to fill the newly created positions.

72 **REQUESTED COUNCIL ACTION**

73 Motion to approve the newly created positions and authorize staff to begin the process of
74 recruiting and filling the newly created positions.

Prepared by: Eldona Bacon, Human Resources Manager
Attachments: A. Finance Memo & License Center Strategic Plan



Memo

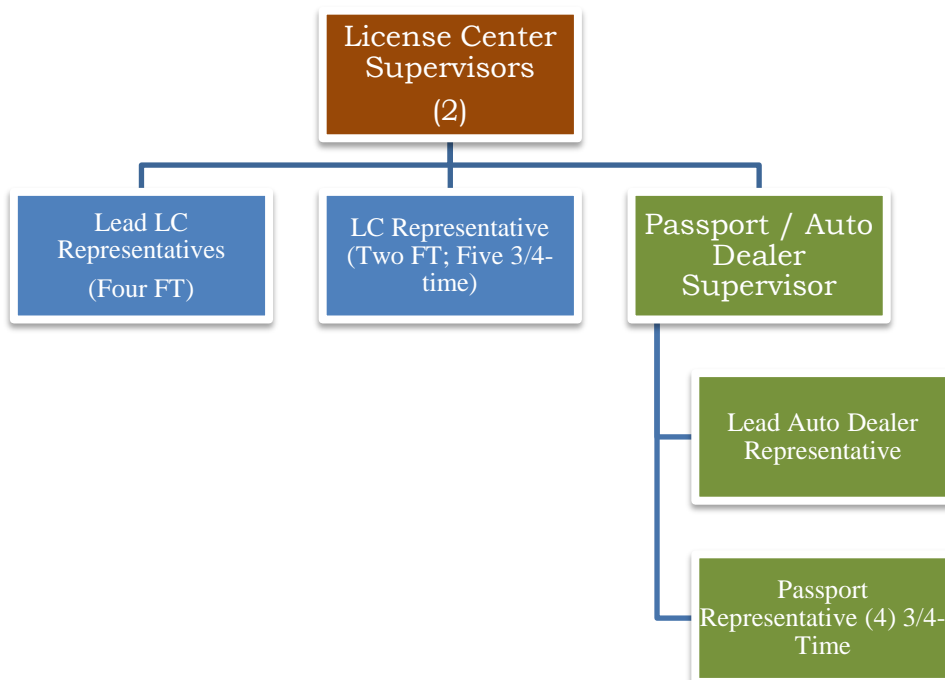
To: Pat Trudgeon, City Manager
From: Chris Miller, Finance Director *CKM*
Date: March 12, 2018
Re: Consider License Center Staffing Reorganization

Background

On May 27, 2015, the City Council received the 2016-2020 License Center Strategic Plan which identified four primary goals and priorities including the development of a stronger succession plan. This Plan was partially implemented with the creation of the Passport Supervisor position in 2016 which separated day-to-day oversight duties of the passport function from the motor vehicle ones.

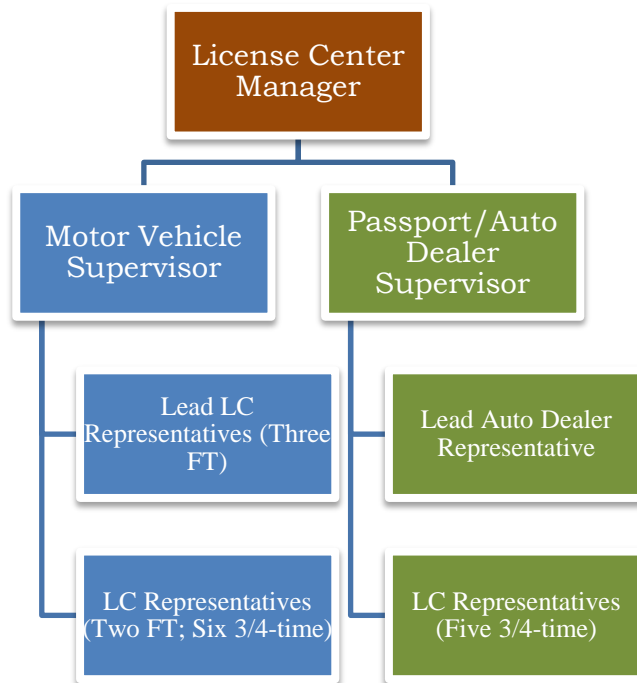
The Leadership Team also included two License Center supervisors that share day-to-day oversight duties of the motor vehicle functions, but also serve in a head-of-facility capacity as they also have supervision of the Passport Supervisor position. This is depicted in the organizational chart below.

Current License Center Organizational Structure



One of the current License Center Supervisors (Dorothy Wrzos) is retiring after 26 years on April 30, 2018. This presents an opportune time to finish implementing the Succession Plan while at the same time create enough operational savings to hire an additional position to serve the growing passport and auto dealer areas. Under the proposed changes, the organizational structure would look like the following:

Revised License Center Organizational Structure



The following table depicts the proposed changes in the License Center's organizational structure.

Full-Time Equivalent Employees			
	<u>Current</u>	<u>Proposed</u>	<u>Diff.</u>
Leadership Team Members	3.00	3.00	-
Motor Vehicle Employees	9.75	9.50	(0.25)
Auto Dealer/Passport Employees	4.00	4.75	0.75
Total Employee FTE's	16.75	17.25	0.50
Employee Count			
	<u>Current</u>	<u>Proposed</u>	<u>Diff.</u>
Leadership Team Members	3.00	3.00	-
Motor Vehicle Employees	11.00	11.00	-
Auto Dealer/Passport Employees	5.00	6.00	1.00
Total Employee Count	19.00	20.00	1.00

As shown in the tables, the total employee count would rise by one, but it would represent only a 0.50 FTE (full-time equivalent) addition. Despite the staffing increase, the total 2018 personnel cost would decline by \$1,500 from \$990,900 to \$989,400. The proposed changes are explained in greater detail below.

Summary of Organizational Changes

The following items represent the proposed organizational changes:

- Downgrade the soon-to-be vacant License Center Supervisor position (*Pay Grade 11*) to a **Motor Vehicle Supervisor position** (*Grade 10*) which would be equivalent to the existing Passport Supervisor position.
- Internally promote a current Lead License Center Representative to the newly-created Motor Vehicle Supervisor position.
- Downgrade the soon-to-be vacant Lead License Center Representative (*Grade 8*), to a three-quarter time License Center Representative position (*Grade 5*).
- Create a new License Center Representative position (*Grade 5*), using the leftover 0.25 FTE from the old Lead License Center Representative position and couple it with an additional 0.50 FTE.
- Upgrade the remaining License Center Supervisor position (*Grade 11*) to a **License Center Manager position** (*Grade 13*) to provide greater separation between this position and the supervisor positions and to more accurately reflect the level of responsibilities.

The positions highlighted above in yellow will require the creation of a new job description. They are included in *Attachment A*. The following table provides the pay ranges for the applicable employee positions.

		Step A	Step B	Step C	Step D	Step E	Step F	Step G
	Pay	Rate	Rate	Rate	Rate	Rate	Rate	Rate
<u>Employee Position</u>	<u>Grade</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
License Center Representative	5	\$ 20.71	\$ 21.71	\$ 22.70	\$ 23.45	\$ 23.95	\$ 24.45	\$ 24.95
Lead License Ctr Representative	8	25.61	26.84	28.07	29.00	29.62	30.23	30.85
Motor Vehicle Supervisor	10	30.42	31.89	33.35	34.45	35.18	35.92	36.65
License Center Supervisor	11	32.27	33.83	35.38	36.55	37.32	38.10	38.88
License Center Manager	13	36.59	38.35	40.11	41.44	42.32	43.20	44.08

The Council is asked to consider the budget-neutral changes proposed above including the creation of two new positions which will bring the License Center's total FTE and employee count to 17.25 (*from 16.75*) and 20 (*from 19*) respectively. We will note that there are a couple of likely near-term employee retirements that will allow us to make further staffing adjustments as our operational needs and customer demand change.

Other Considerations

As noted earlier, the proposed organizational changes were identified back in 2015 and were preceded by a comprehensive SWOT analysis that led to the creation of the License Center Strategic Plan. That Plan also called for a review and analysis of the License Center's facility needs which is still on-going.

Staff believes that the organizational changes are necessary regardless of the level of capital investment made to the License Center facility, as they will be a critical piece to completing the Succession Plan and positioning the City to expand the passport and auto dealer functions.

A copy of 2016-2020 License Center Strategic Plan is attached.



License Center Division Plan 2016 - 2020

Prepared by the License Center Division
April, 2015

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Introduction

The 2016-2020 License Center Division Strategic Plan has been developed in an effort to identify future operational impacts and to facilitate the License Center's long-term goals and objectives.

The Plan was developed as a result of long term planning sessions and completed by the License Center supervisors. This will be used as a guide in identifying the goals and priorities necessary for the long term success of the License Center. Below is the mission statement for the License Center that expresses the values the staff strives to uphold in their daily activities.

The License Center's mission is:

Serve the public in an atmosphere of courtesy, friendliness and respect; consistently treating everyone fairly within the policies and laws of the City, State and Federal Governments. And to provide the highest quality motor vehicle, DNR, driver's license, and passport services in an effective, confidential and fiscally responsible manner.

This mission statement reflects the License Center's core responsibilities, and it is used as a daily reminder as to what we want to accomplish.

Overview of the License Center Operation

The License Center Division is one of three operating divisions within the broader Finance Department. The Department also includes the Finance & Accounting and Information Technology divisions.

The License Center serves as a Deputy Registrar for the State of Minnesota for the issuance of state-regulated licenses including vehicle and drivers' licenses and DNR-issued licenses. In addition, the License Center accepts passport applications as governed by the U.S. Department of State.

In response to recent changes to Department of Homeland Security regulations, the License Center was required to separate passport operations from deputy registrar operations. The initial phase included the physical separation of the offices, customer waiting areas, and workflows. This was followed by assigning dedicated staff that worked solely on passports or other duties that were not in conflict of the new federal regulations.

The final phase involves the separation of management and oversight of the passport operations, which will require the creation of a passports supervisor position. The License Center supervisors will still remain in their 'head-of-facility' role for the entire facility, however they cannot make passport-related decisions or provide passport-related supervision.

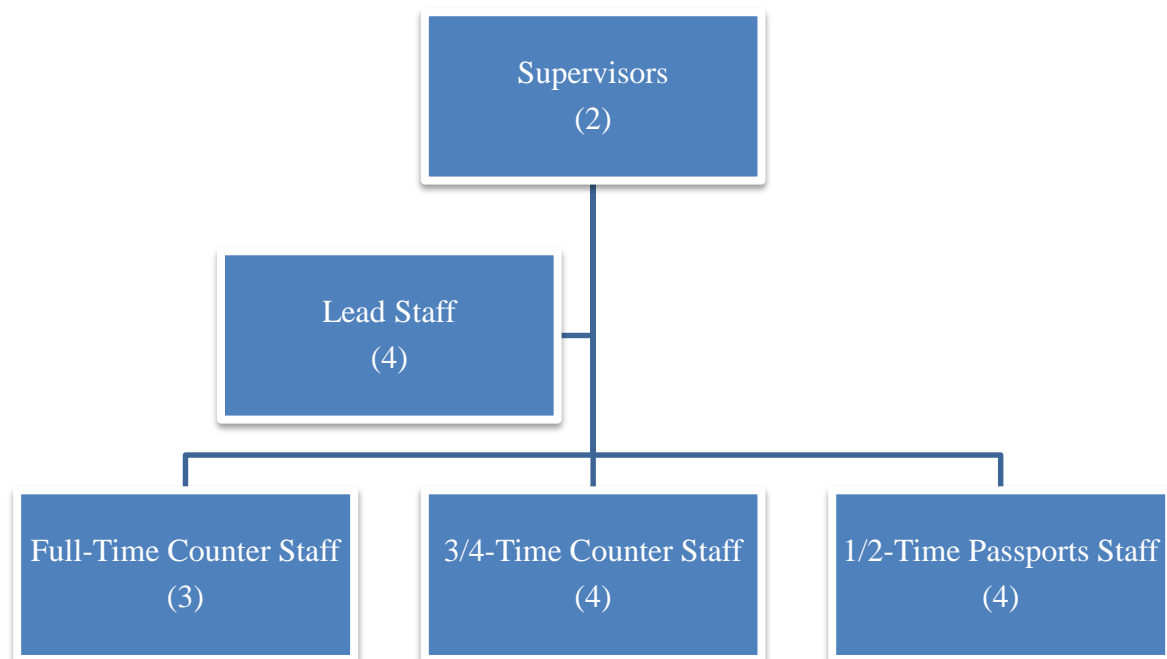
The License and Passport Centers provide services not only to Roseville residents but any individual needing deputy registrar and passport assistance. It's recognized that individuals have a choice where they fulfill their license and passport needs. As a result, one of our goals is to

provide the best customer service experience as possible to encourage repeat business as well as new customers.

With the exception of the revenue generated by passport photos and selling driver's license manuals, all fees charged by the License Center are set by federal and state statutes. Thanks to an active streamlined approach, the License Center is able to provide for 100% of its operations while also generating a surplus to support other core city functions.

The License Center is currently led by two full-time supervisors that share in the management and coordination of all day-to-day operations. In addition to the two supervisors, the License Center currently consists of seven (7) full-time positions, four (4) part-time positions and one part-time temporary position. Four of the full-time positions are held by lead representatives who have been trained and given management authority when a supervisor is not available. In addition to the License Center staff the passport operations includes four (4) part-time positions.

The License Center's current organizational structure is depicted below.



In total, the License Center currently has 14.5 FTE's. As shown in the above organizational chart, all License and Passport Centers staff report directly to the two supervisors. While this business model and organizational structure has worked in the past, changes are needed to meet new federal requirements as well as the operational needs of both the License Center and also the Passport functions. This is addressed in greater detail under goal #3 and in the new organizational chart presented below.

Operating Transaction Summary

The following table summarizes the transactions at the License Center for the past 5 years including a breakdown of the different service areas.

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Vehicle tab renewals	62,998	67,240	66,911	70,166	74,847
Other Vehicle applications	41,757	44,041	41,063	42,888	44,029
Drivers' licenses	34,417	35,667	38,206	35,936	36,309
DNR recreational vehicles	3,675	3,503	3,812	3,268	3,048
DNR fish & game	522	544	600	570	520
No Fee MV trans	4,017	3,782	4,920	3,718	3,796
Total State Transactions	147,386	154,777	155,512	156,546	162,549
Passports	5,425	5,297	5,887	6,299	6,223
Passport photos	5,483	5,368	5,802	5,994	7,030
Total Federal Transactions	10,908	10,665	11,689	12,293	13,253
Total Transactions	158,294	165,442	167,201	168,839	175,802

As shown in the chart, the License Center has realized an 11% increase in the total number of transactions over the past 5 years. Despite the steady growth in customer volume, staffing levels at the License Center have not changed since 2008. This measure was somewhat deliberate, designed to provide sufficient time to evaluate long-term facility needs, changing federal regulations that were known to be on the horizon, and other industry trends.

However, delaying the hiring of additional staff resulted in increased customer wait times and curtailed the ability to attract new customers as supervisors were (are) routinely needed to provide counter support.

Now that most of these pending issues have reached a resolution, additional staffing should be hired to address customer service and other unmet needs and to capitalize on opportunities that have previously been out of reach.

Operating Income Summary

The table below provides a 5-year financial summary of the License Center's operations.

License Center Division Strategic Plan: 2016-2020

Operating Income Summary					
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Vehicle tab renewals	\$ 295,381	\$ 421,592	\$ 406,889	\$ 433,382	\$ 447,976
Vehicle purchases/transfers	336,561	279,266	416,177	441,498	439,206
Drivers' licenses	174,905	216,624	195,351	186,744	291,357
DNR recreational vehicles	22,416	27,656	25,113	21,865	19,764
DNR fish & game	531	661	608	587	521
Notify / Expedite	18,536	24,095	23,725	16,320	15,491
Total State Revenue	\$ 848,330	\$ 969,894	\$ 1,067,863	\$ 1,100,396	\$ 1,214,314
Passports	\$ 135,569	\$ 132,425	\$ 147,175	\$ 157,475	\$ 155,575
Passport photos	76,818	75,152	81,228	83,917	98,420
Passport / travel books	109	10	1,727	1,727	1,604
Total Federal Revenue	\$ 212,496	\$ 207,587	\$ 230,130	\$ 243,119	\$ 255,599
Interest earnings	\$ 16,582	\$ 12,513	\$ 7,997	\$ (29,875)	\$ 46,901
Total Revenue	\$ 1,077,408	\$ 1,189,994	\$ 1,305,990	\$ 1,313,640	\$ 1,516,814
Personnel services	\$ 842,373	\$ 863,021	\$ 901,196	\$ 957,650	\$ 1,034,920
Supplies & materials	8,786	10,426	9,664	9,357	13,595
Other services & charges	147,796	136,743	149,909	155,124	159,137
Capital outlay	768	2,147	2,662	6,892	5,334
Total Expenditures	\$ 999,723	\$ 1,012,337	\$ 1,063,430	\$ 1,129,023	\$ 1,212,987
Gross from Operations	\$ 77,685	\$ 177,657	\$ 242,560	\$ 184,617	\$ 303,827
Less amount transferred out	(50,000)	(50,000)	(50,000)	(50,000)	(75,000)
Retained earnings	\$ 27,685	\$ 127,657	\$ 192,560	\$ 134,617	\$ 228,827

As shown in the table, total revenue has increased by 40% in the past 5 years reflecting increased transaction volumes. In contrast, expenditures were held to only a 21% increase – the result of a number of cost control measures including the forgoing of additional staffing as well as deferred capital improvements.

Total gross from operations (revenues minus expenditures) has increased an incredible 291% during this same period. These funds are available for additional staffing, future capital improvements, and enhanced support of other City functions.

Goals and Priorities

The License Center's long-term goals and priorities have been established in conjunction with the City Council directives and the License Center's mission and overall vision. Prior to developing these goals and priorities the License Center underwent a long-term planning process that featured an assessment of the department's strengths and the identification of new opportunities. The assessment also included a review of the License Center's weaknesses and external threats that could impede success. A summary of this assessment or SWOT Analysis is included in *Exhibit A*.

Based on these items and processes, the following goals & priorities were developed:

License Center Division Goals & Priorities:

- 1) Provide professional, courteous, and knowledgeable service to all customers: in person, telephone, email, and mail
- 2) Maintain and build a customer base to increase the number of customer transactions especially with our auto dealership business.
- 3) Define and restructure staffing levels to meet the changing federal passport requirements and operational needs. And to develop stronger succession plans and encourage advancement opportunities for staff.
- 4) Evaluate current facilities and location to ensure it meets the current and future needs of the License and Passport Centers.

Achieving these goals and priorities will require a substantial commitment by License Center employees; as well as on-going support from the Finance Director, City Manager and City Council. Periodic review of these initiatives will be conducted to ensure that progress is being made.

For each goal or priority above, an action plan has been developed to identify the steps or measures that need to be taken along with the resources necessary to achieve each goal. Where applicable, costs are shown in current dollars with the expectation that inflationary-type increases would be needed moving forward. These goals and action plans are shown below.

Action Plans

Goal #1: Provide professional, courteous, knowledgeable service to all customers: in person, telephone, email and mail.

Operational Needs

Providing trusted customer service is essential to the continued success of the License Center. All staff members need ongoing training for handling challenging customers. They must also have the time and resources to stay abreast of changing rules and statutes for both Federal and State agencies.

Action Steps

- Provide all staff with appropriate levels of customer service training.
- Provide lead staff with refresher courses on handling challenging customers.
- Send staff to relevant State or Federal training or certification opportunities provided by other agencies.

Additional Staffing: N/A

Additional Funding: \$2,000/year - training budget

Implementation: 2016 and thereafter

Key Performance Indicator: Not applicable.

The License Center is capitalizing on internal training opportunities to the extent possible. However, it is increasingly difficult to complete ongoing training sessions with the existing staff levels without further jeopardizing customer service.

In order for the License Center to reach the highest level of customer service and meet this long-term goal, it will be necessary to implement staffing increases as detailed identified in goals #2 and #3 (see below).

Goal #2: Maintain and build a customer base to increase the number of annual transactions especially with our auto dealership business.

Operational Needs

The License Center relies on customers (transactions) to generate the revenue needed to sustain operations and provide for other core city functions. To continue building revenue it is essential to hire additional staff.

Action Steps

- Hire additional staff to complete auto dealership transactions.
- Create an “auto dealership” unit by removing all auto dealership transactions from the general customer area. (see new organization chart)
- Hire additional staff for the front counter to complete deputy registrar transactions.
- Advertise and promote the License Center to the general public and auto dealerships.

Additional Staffing:	1.0 FTE auto dealership staff
	1.0 FTE deputy registrar front counter staff
Additional Funding:	\$60,000 per year auto dealership staff
	\$60,000 per year deputy registrar front counter staff
Implementation:	2016 and thereafter

Key Performance Indicator: Increase auto dealer and deputy registrar services revenues by \$120,000 annually or greater.

As noted above, the License Center has realized an 11% increase in the number of transactions over the past 5 years. With a steady increase in the number of transactions coupled with existing staffing levels, it has proven difficult to meet customer service needs. Customer wait times at the front counter and the work we perform for the auto dealerships have both increased. In order to retain and build our customer base and address existing and future operational needs, additional staffing is needed.

By adding front-line staff, License Center Supervisors can re-focus their efforts on more strategic and organizational management of the facility instead of working the service counters.

Goal #3: Define and restructure staffing levels to meet changing federal passport requirements and operational needs. And to develop stronger succession plans and encourage advancement opportunities for staff.

Operational Needs

The License Center separated most of the deputy registrar and passport services in 2014 in response to changing federal requirements. The final phase of these changes includes the hiring of a separate passport supervisor to ensure management and operational decisions are made independent of the deputy registrar decision-making process.

Action Steps

- Establish new job descriptions for Lead License Center Representatives, and create a supervisory position that would be a direct report to the License Center managers. (See new organization chart)
- Hire 1 full-time passport supervisor to manage and oversee the passport function.
- Train fulltime passport staff member to act as the lead or manager of the passport center.

Additional Staffing: 1.0 FTE passport supervisor

Additional Funding: \$90,000/year

Implementation: 2016 and thereafter

Key Performance Indicator: Successful passport agent compliance inspection.

As noted above, prior to 2014 the License and Passport Centers were able to share staff with assisting customers and managing the facility. Due to changing federal requirements, crossover of License Center Staff including supervision is no longer permitted. The Passport function needs to have a supervisor responsible for management of day to day operations.

This restructure will create a new level of reporting from the counter staff to unit supervisors. The job description for the Lead or manager representative should be redefined to include more supervisory opportunities with handling day to day situations.

Goal #4: Evaluate current facilities and location to ensure it meets the current and future needs of the License and Passport Centers.

Operational Needs

The License Center and Passport Center facility has been in the current location for over 14 years. During that time, there have been numerous operational. However, changes in data privacy laws and federal passport requirements warrant an evaluation of the long-term functionality of the current facility.

Action Steps

- Evaluate current location to determine if there is sufficient space to accommodate increase customer volumes and meet data security/privacy needs.
- Determine if a City owned building would be the most cost effective and long-term solution for the License and Passport Centers.
- In the event the current location is deemed appropriate, reconstruct service counters to provide greater data security/privacy needs.

Additional Staffing: N/A

Additional Funding: \$30,000 – Service counter modifications
\$?? Undetermined for other long-term facility needs

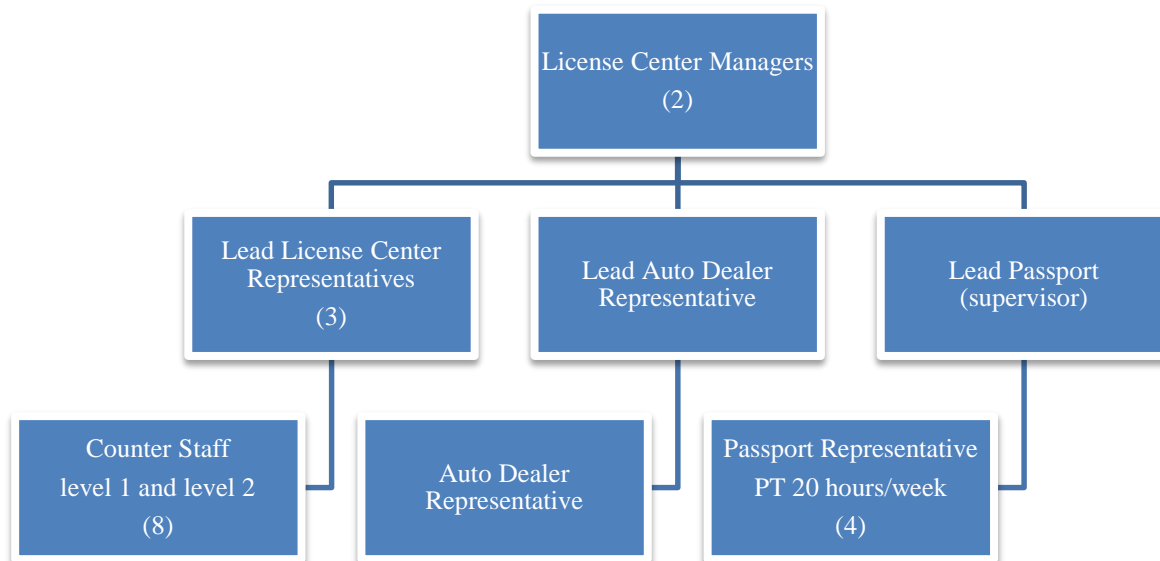
Implementation: 2016-2017 (front counter remodel)

Key Performance Indicator: Not applicable.

With all the Federal and data privacy changes that have been implemented, it is clear some physical changes will need to be made to both the License and Passport Centers. In addition, with the increase in the number of transactions and expected growth there is a need to expand and restructure work flows.

This reflected in the revised organizational structure shown below.

Revised Organizational Structure



The revised organizational structure reflects the operational changes highlighted in the goals above. The new structure allows for the creation of a new level of leadership that would report directly to the License Center Managers. This meets the necessary federal passport requirements and provides for greater succession planning and advancement opportunity.

It will also create an opportunity to place added emphasis on our auto dealership unit including the ability to expand the number of auto dealerships we provide services to.

Under the revised organizational structure, the License Center would have 17.5 FTE's compared to the current 14.5.

Final Comments

As reflected above, there have been many changes and challenges in the way we process licensing and passport transactions. Throughout these changes, the License Center has continued to grow both in the volume of transactions and in revenues.

This is a remarkable achievement considering that individuals can choose where they go for licensing and passport services. The same is true of auto dealers who have complete discretion on where their title work is performed.

In order to continue providing these valuable public services which not only meet the needs of the License Center customers but also provide for other core city functions, we ask that the goals and priorities outlined in this Strategic Plan be considered.

Appendix A – SWOT Analysis

Concept: A strategic assessment of the organization (or operating division), a project, or a new initiative. A SWOT analysis should be performed before developing a strategic plan or embarking on a new project or initiative. The analysis is designed to identify the factors that are favorable and un-favorable to achieving success.

	Helpful to achieving success	Harmful to achieving success
Internal to the organization	<p align="center">Strengths</p> <ul style="list-style-type: none"> ❖ Knowledgeable staff ❖ High level of customer service ❖ Support from other State and Federal agencies ❖ Excellent reputation throughout the community and with our business partners ❖ Support from the City management team/council ❖ Loyal customer base 	<p align="center">Weaknesses</p> <ul style="list-style-type: none"> ❖ Uncertainties: State website, daily work loads ❖ Reliability and disbursement of knowledge ❖ Building and structure (not City owned building) ❖ Training/Staffing levels: need to have appropriate staff to provide expected levels of service ❖ Staff “buy in or not buy in” for new work plans ❖ Inconsistencies with communication between State and Federal agencies to citizens and incorrect 3rd party website information ❖ Staff separation for passports and driver’s license (no cross training and covering shifts)
External to the organization	<p align="center">Opportunities</p> <ul style="list-style-type: none"> ❖ Increase business: walk-in/dealers ❖ Involvement DVS, DNR, AAMVA ❖ Ongoing staff development/cross training ❖ Social media options for promoting business ❖ A more comprehensive web page for the License Center 	<p align="center">Threats</p> <ul style="list-style-type: none"> ❖ Building maintenance: continue to put money into none City owned building ❖ Data privacy issues: what we can and cannot accept and do for customers ❖ Loss of a dealer (Enterprise) ❖ Technology advancements:, what we can do and where we are going (will we need the Deputy Registrars) ❖ Staff turnover ❖ Deputy Registrar and passport agency’s competition for business

Strengths: characteristics of the organization or initiative that give it an advantage
Weaknesses: characteristics of the organization or initiative that place it at a disadvantage
Opportunities: components in the environment that the organization or initiative could use to its advantage
Threats: components in the environment that could cause problems for the organization or initiative

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **7.c**

Department Approval



City Manager Approval



Item Description: Receive Presentation Overview of Rice St./Larpenteur Ave. Vision Plan and Adopt the Rice-Larpenteur Vision Plan

BACKGROUND

On March 13, 2017, the Roseville City Council authorized a contract with a consultant team from Perkins+Will to develop a visioning plan for the Rice St./Larpenteur Ave. corridor. The visioning plan was an idea born out of leadership from three neighboring communities: Roseville, St. Paul, and Maplewood. Each community financially participated in the plan and the City of Roseville acted as fiscal agent on behalf of the participating communities.

The Rice-Larpenteur Vision Plan (Attachment A) is the conclusion of a year of research and input-gathering from community stakeholders and the community at large. Although the contract initially identified a nine month process, the planning efforts were extended a few months to align community engagement efforts with the Urban Land Institute Healthy Corridor Study and the Rice St. Traffic Study.

Three stakeholder groups helped guide the direction of the plan:

Project Management Team (PMT)

Planning/Community Development staff from each community worked with Perkins+Will to ensure adequate coverage in their jurisdiction, provide data/information, and help the consultants to better understand the existing conditions within each community.

Community Advisory Group (CAG)

Resident and business stakeholders, as well as a member from each community's Planning Commission, were appointed by the Gateway Planning Committee (GPC) to serve on the CAG. The CAG held five separate meetings at Washington Technology Magnet School, often being the first to review existing conditions, design frameworks, direction, and recommendations.

Gateway Planning Committee (GPC)

The GPC included staff and elected leaders from each community, and representation from Ramsey County economic development and public works. The GPC helped ensure that the recommendations in the plan were tangible and in line with each community's goals. Mayor Dan Roe, Council Member Jason Etten, City Manager Pat Trudgeon, and Community Development Director Kari Collins participated in seven GPC meetings and two joint meetings with the CAG over the last year.

In addition to monthly meetings with stakeholder groups, three public workshops were held at Washington Technology Magnet School during various stages of the plan. Many residents and

business owners in the area attended to ask questions, provide input, and to learn more about the needs of the corridor. Lastly, three “pop-up” meetings were held in each community to solicit input from area residents directly in the corridor.

VISIONING PLAN RECOMMENDATIONS

The recommendations identified in the plan have been divided into short term goals (2-4 years), and long term goals (4-15 years). The recommendations span from creating open space opportunities for community gatherings to creating pedestrian connections for better safety and movement. Some examples of the revitalization recommendations include improved streetscaping, the creation of a Marion Greenway, redesigning Lake McCarrons Regional Park for greater use, elevated design standards for future commercial redevelopment, or simple consolidation of access points.

The goals are separated into the following sections and can be found in the Executive Summary at the introduction of the plan:

- Public Realm & Open Space
- Movement & Access
- Redevelopment & Reinvestment
- Character & Built Form
- Organization & Regulatory

ONGOING ENGAGEMENT AND CORRIDOR OPPORTUNITIES

At the heart of the recommendations includes a suggestion to create an “Alliance” of area stakeholders to move the plan into action. The Alliance would serve to continue conversations with the community at-large about needed improvements in the area, and guide future decision-making related to redevelopment and public realm improvements. Continued discussions with the Gateway Planning Committee, beginning as early as April, will meet to determine the mechanics and purpose of the group, possible funding sources to staff the group, and expectations of decision-making for the area.

It should be noted that all three communities are seeking City Council approval of the vision plan, and all are incorporating the plan into the 2040 Comprehensive Plan update. The Rice-Larpenteur Vision Plan is currently referenced specifically in Roseville’s Economic Development Chapter, and the corridor as a whole identified as a Priority Area.

The Vision Plan has received a lot of attention, as multi-jurisdictional planning/political will of this variety is an uncommon phenomenon. The St. Paul Area Chamber of Commerce bestowed an Excellence in Planning award on the efforts at the Political Leadership Luncheon in 2017, and the Project Management Team was asked to present on the planning efforts at the American Planning Association (APA) and Economic Development Association of Minnesota (EDAM) conferences. Community expectations to put the visioning plan into action are real and significant, and staff is currently reviewing the recommendations to identify funding options with the short term recommendations as a guide.

STAFF RECOMMENDATION

Receive Presentation Overview of Rice St./Larpenteur Ave. Vision Plan and Adopt the Rice-Larpenteur Vision Plan

REQUESTED COUNCIL ACTION

79 Receive Presentation Overview of Rice St./Larpenteur Ave. Vision Plan and Adopt the Rice-
80 Larpenteur Vision Plan

Prepared by: Kari Collins, Community Development Director
Attachments: A: Rice-Larpenteur Vision Plan

RICE STREET-LARPENTEUR AVENUE GATEWAY VISION PLAN



City of Roseville, Maplewood & Saint Paul

ENGAGEMENT

ENGAGEMENT

- Gateway Planning Committee (GPC)
- Community Advisory Group (CAG)
- Three Pop-Up Meetings
- Three Public Workshops
- Interviews with property owners/developers
- ULI Healthy Corridor Initiative



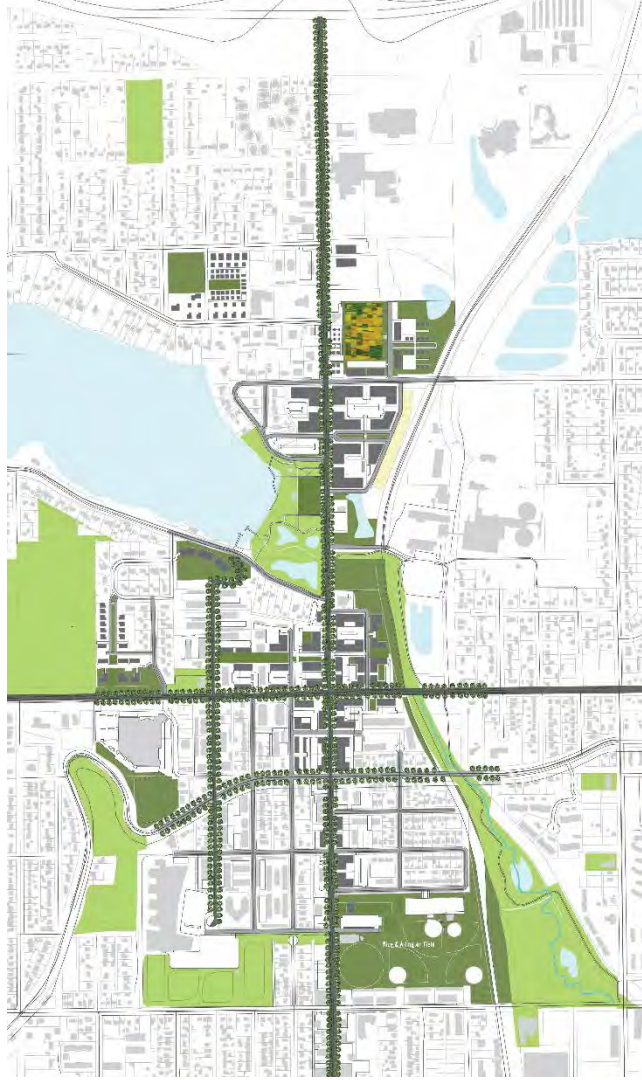
DESIGN CONCEPT

DESIGN CONCEPT

*The intersection of Rice Street and Larpenteur Avenue (the Gateway) is envisioned as **high energy** mixed-use area that serves the neighborhoods and broader community. The Gateway will be linked by a continuous multi-modal transportation network with **improved** streetscape improvements and **access** to natural features/amenities. Design and redevelopment will promote pedestrian **activity**, support business **vitality** and create a greater **sense of place** in a compact, connected walkable built environment.*

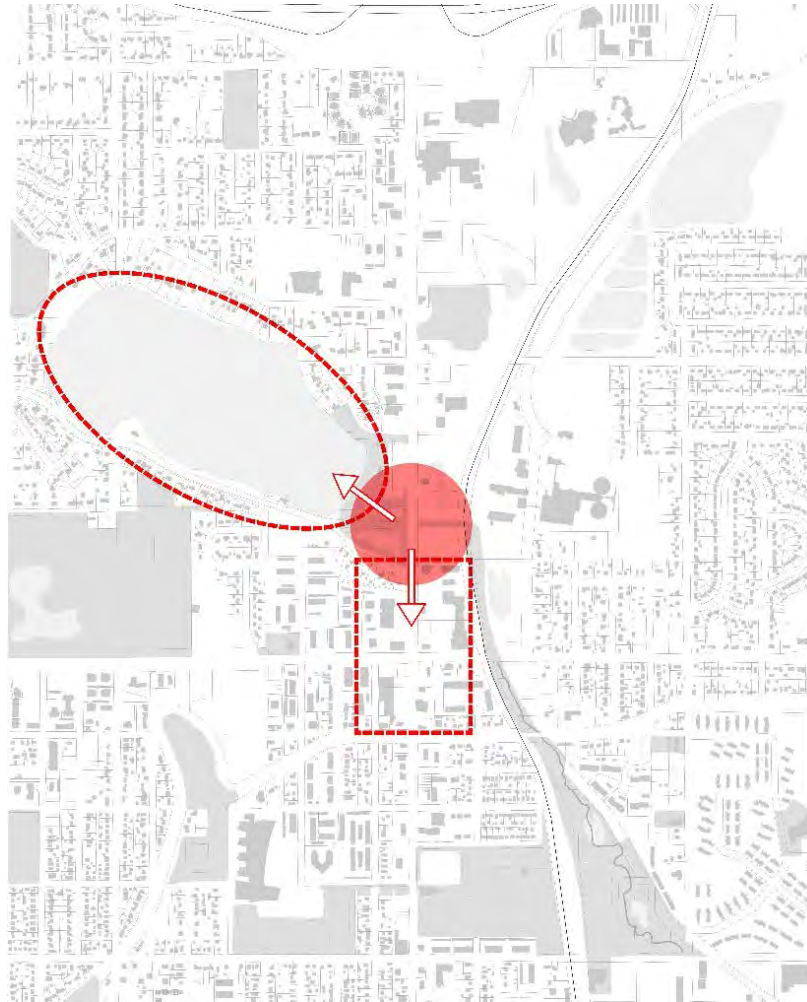
FRAMEWORK VISION PLAN

FRAMEWORK PLAN



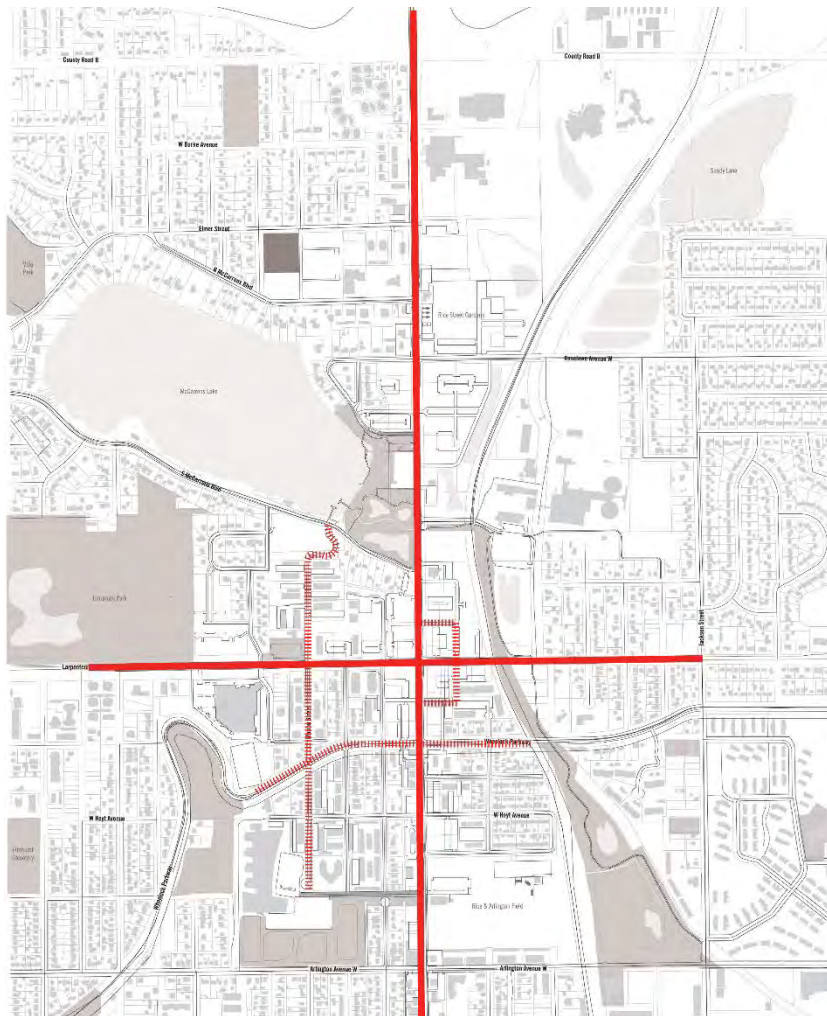
Public Realm + Open Space
Redevelopment + Reinvestment
Movement + Access
Character + Built Form

FRAMEWORK PLAN



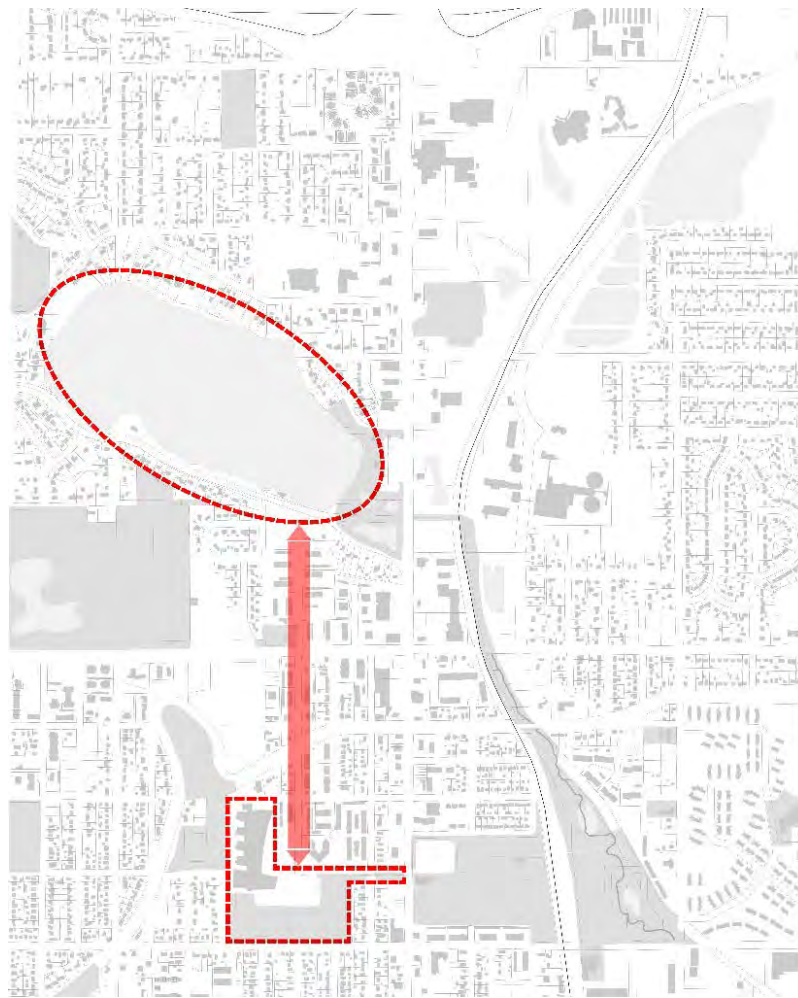
**CONNECT THE GATEWAY AND
THE LAKE** *(FIGURATIVELY AND LITERALLY)*

FRAMEWORK PLAN



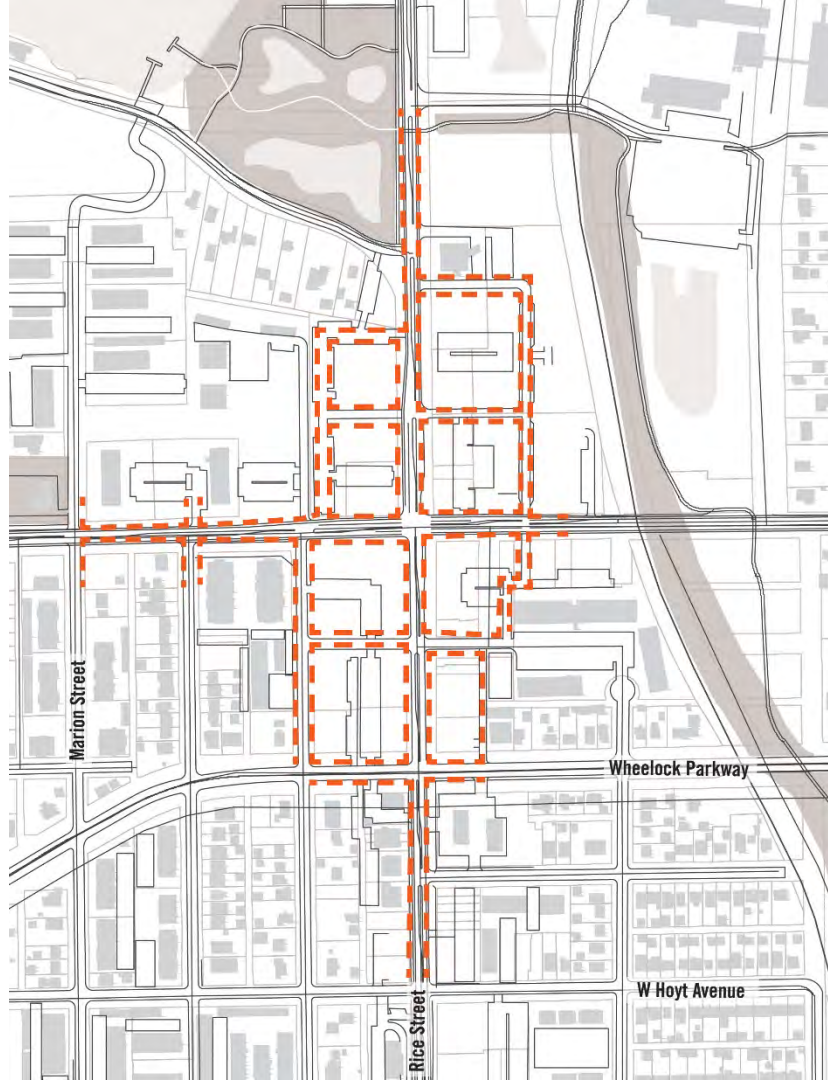
ENHANCE STREETSCAPE AND LIGHTING *(MAINLY RICE & LARPEUR)*

FRAMEWORK PLAN



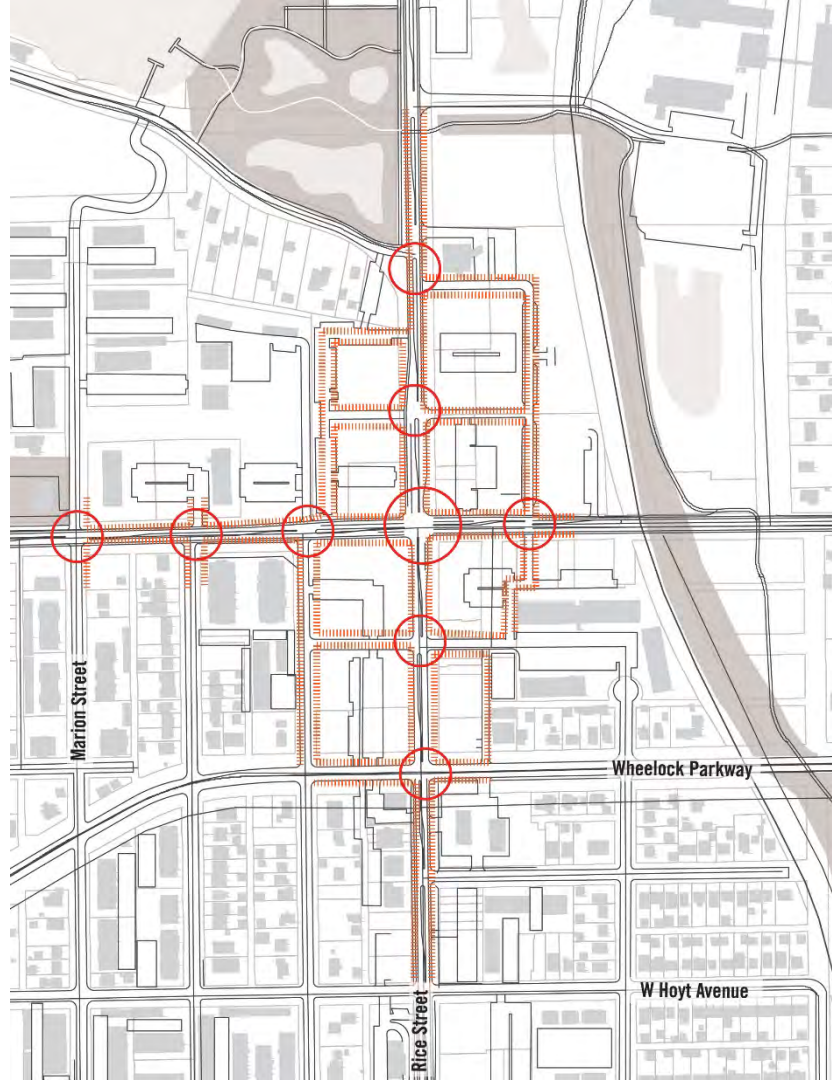
MARION GREENWAY

FRAMEWORK PLAN



TAME THE STREETS *(REDUCE STREET SECTIONS AT THE CENTER)*

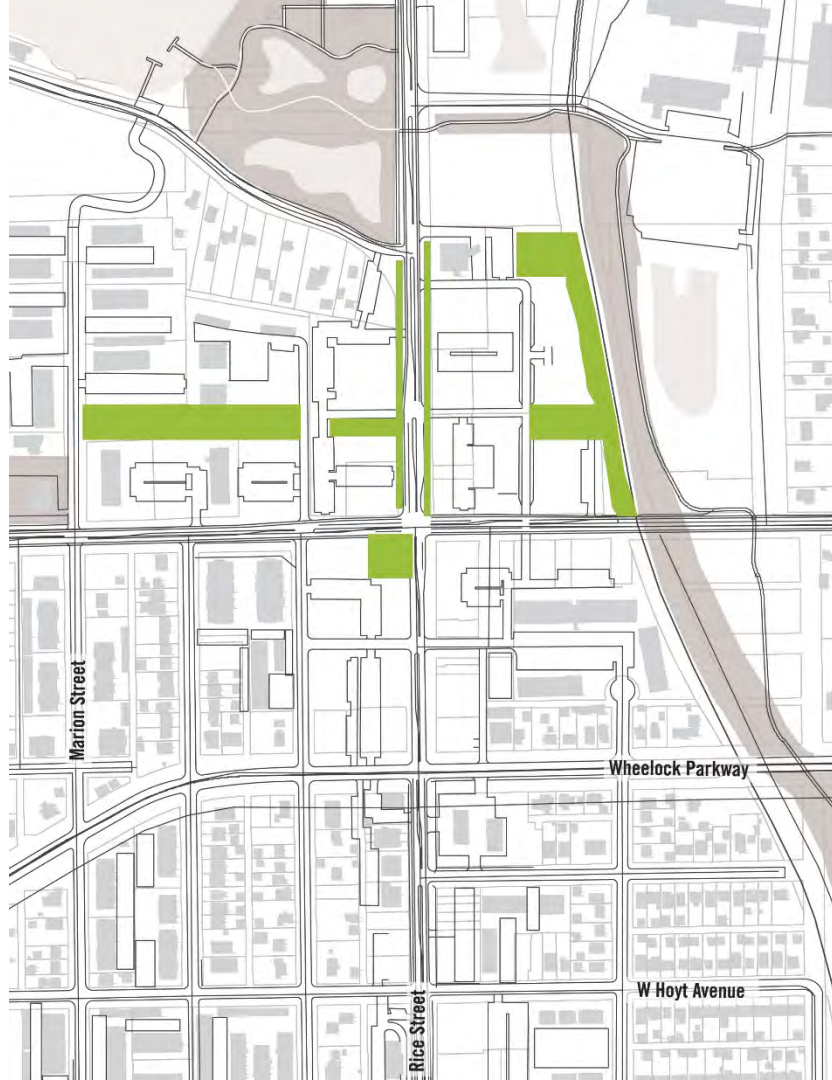
FRAMEWORK PLAN



MAKE IT WALKABLE (*SAFE
CROSSINGS AT REASONABLE INTERVALS*)

FRAMEWORK PLAN

Long term

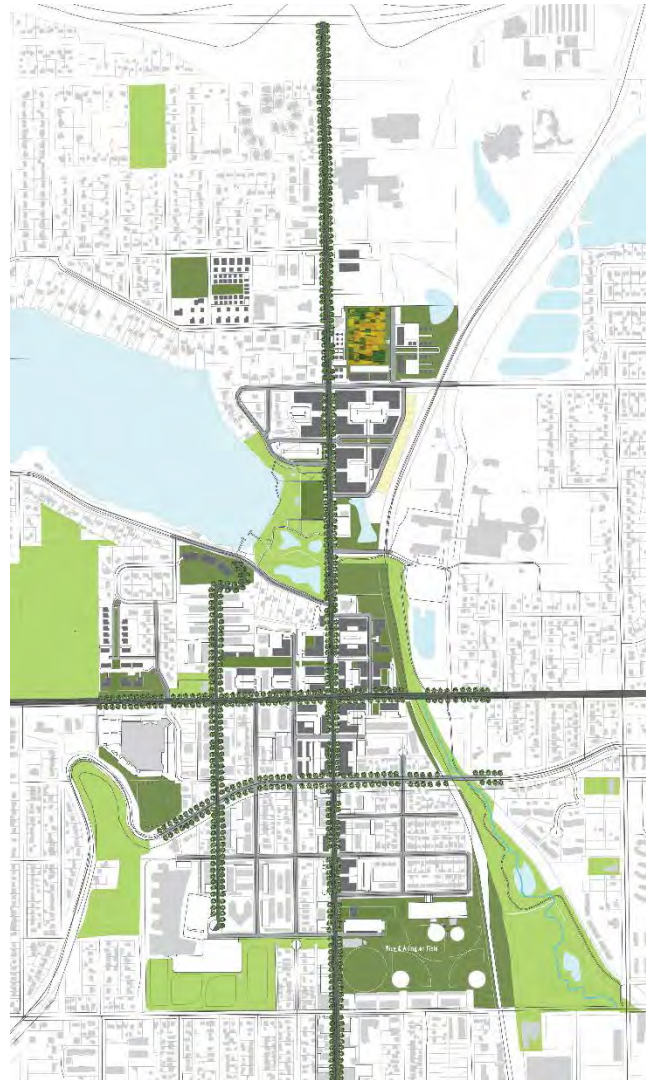


PARK AT THE HEART

(PROMINENT, FORMED PUBLIC OPEN SPACE)

PUBLIC REALM + OPEN SPACE

PUBLIC REALM + OPEN SPACE



LAKE MCCARRONS REGIONAL PARK

Expand beach area and
enhance ADA accessibility

Provide expanded fishing
access and facilities

Relocate parking area to
north. Incorporate green
infrastructure

Provide more picnic shelters
and restrooms

Create multi-use lawn area

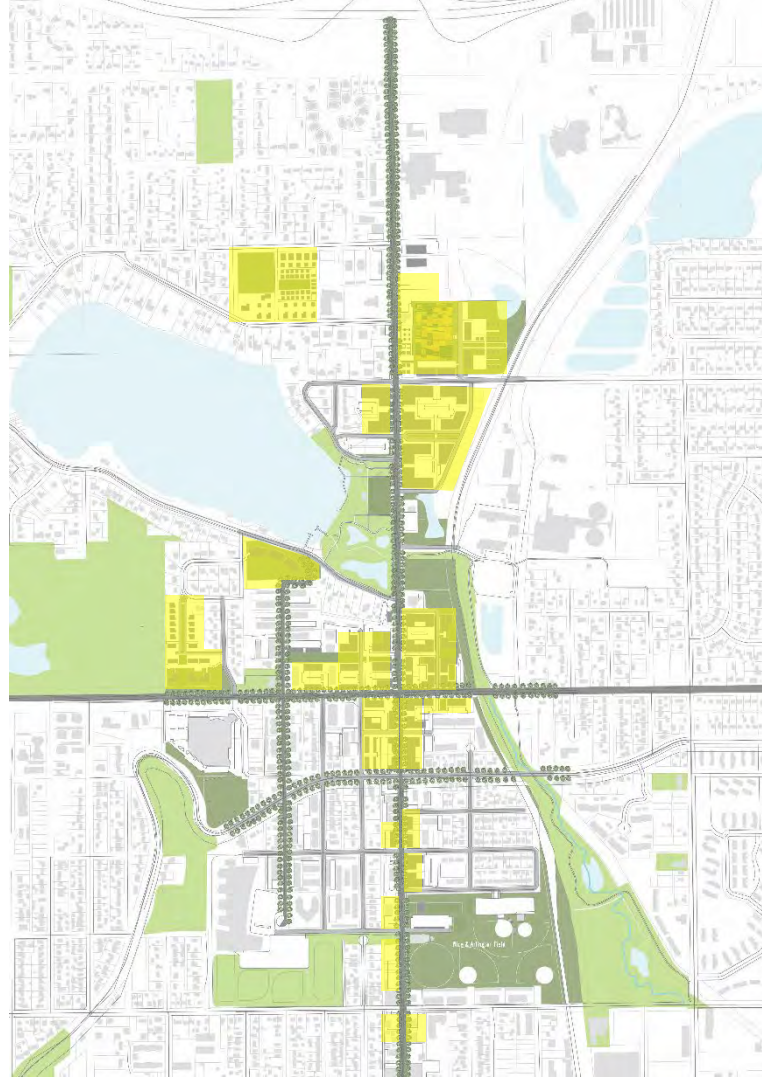
Provide more passive
recreational amenities

Expand trail system

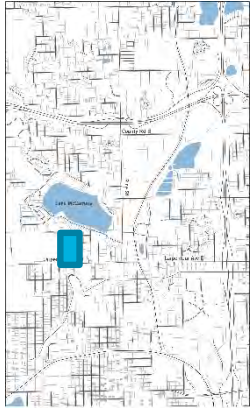
Enhance natural features
and incorporate more
Stormwater management

REDEVELOPMENT + REINVESTMENT

REDEVELOPMENT SITES



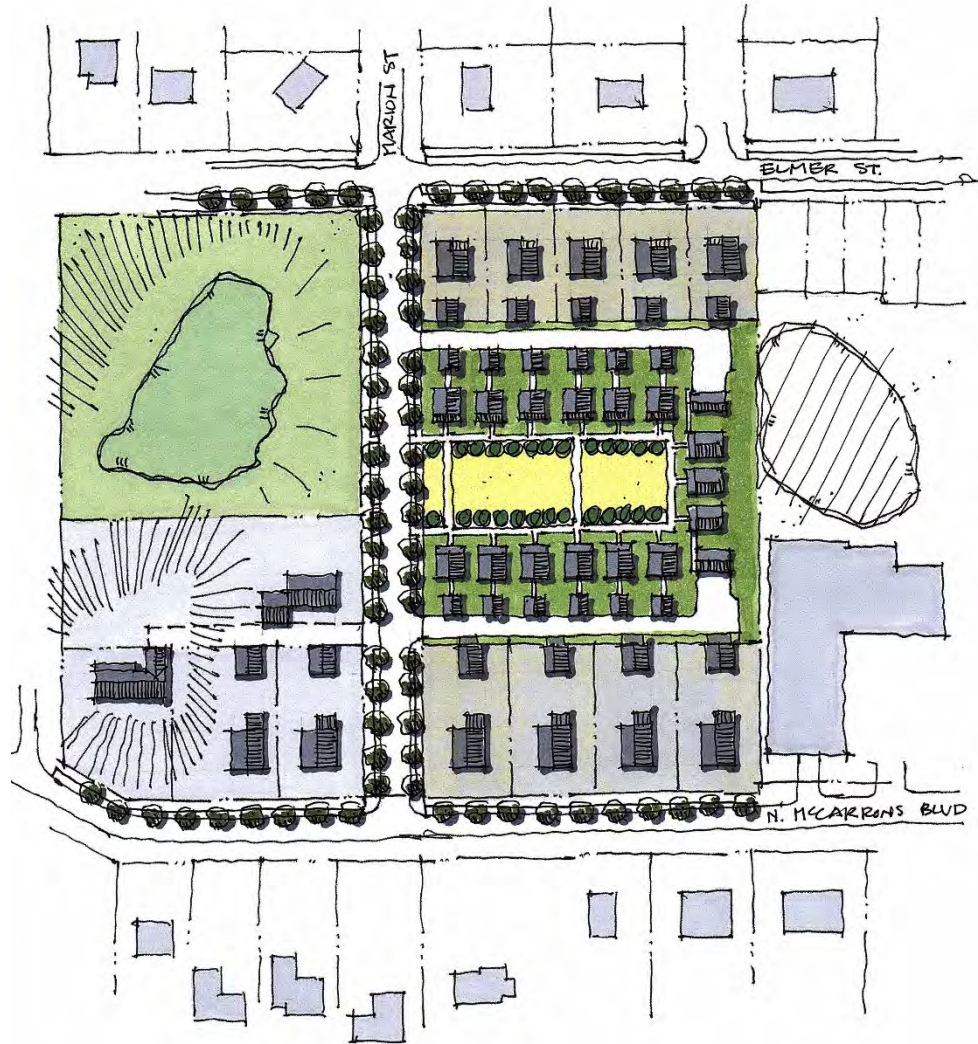
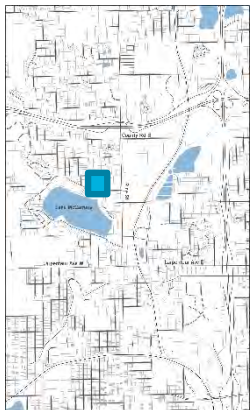
MARGOLIS NURSERY SITE



LAKE MCCARRONS SITE



ARMORY SITE

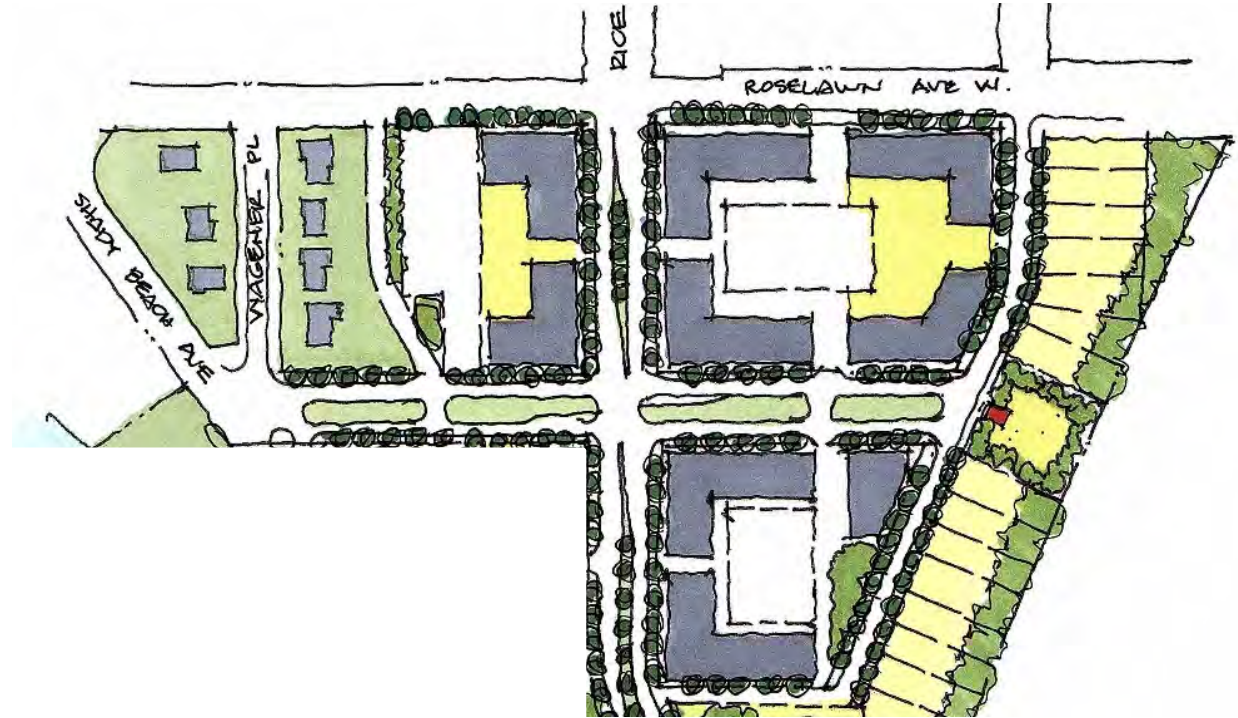
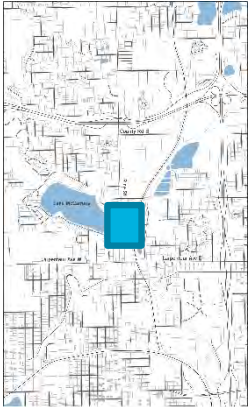


A hand-drawn site plan for a residential development. The plan shows a large rectangular lot divided into a grid of smaller lots. The central area is shaded yellow and green, indicating landscaping or green space. The perimeter of the lot is lined with trees. The lot is bounded by Rice St. to the north, Roselawn Ave. W. to the south, and an unnamed street to the east. The plan includes details of building footprints, parking areas, and landscaping elements like trees and shrubs.

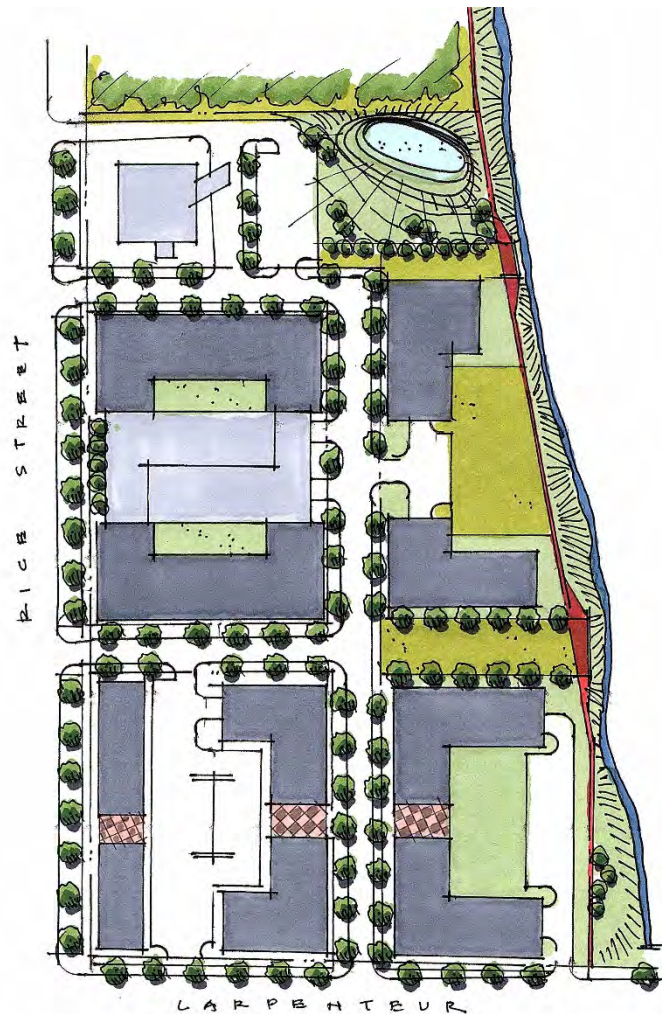
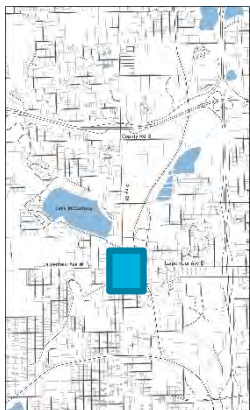
RICE STREET GARDENS SITE—VIEW NE



LAKE MCCARRONS EAST SITE



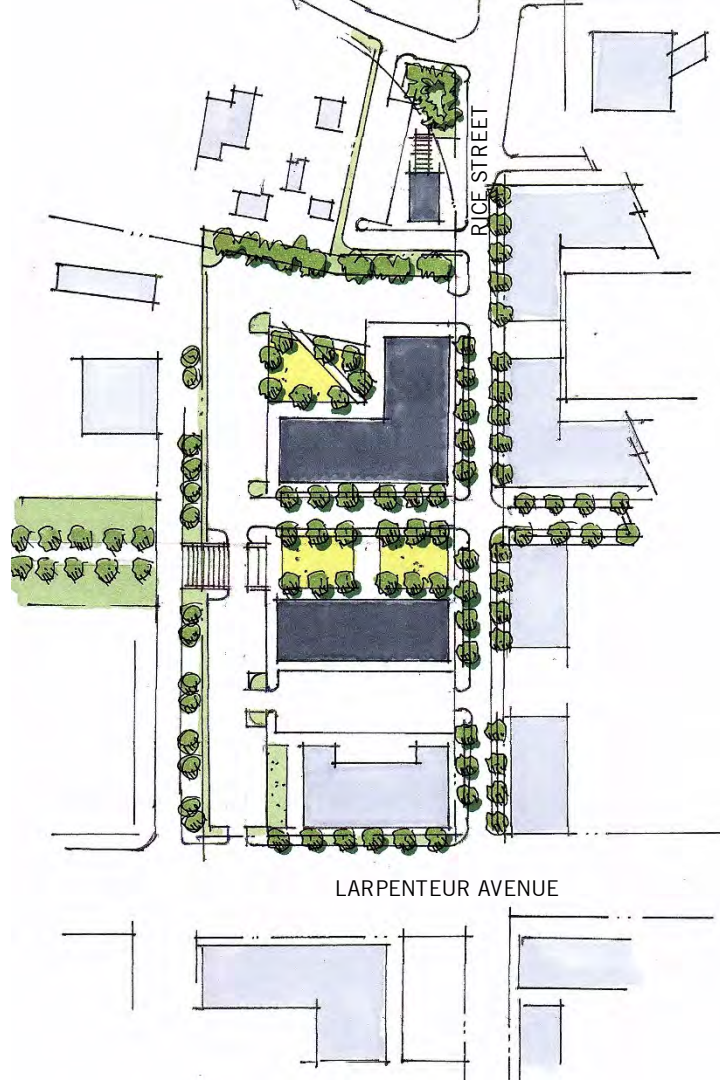
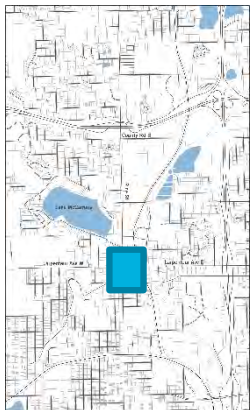
CROWN PLAZA



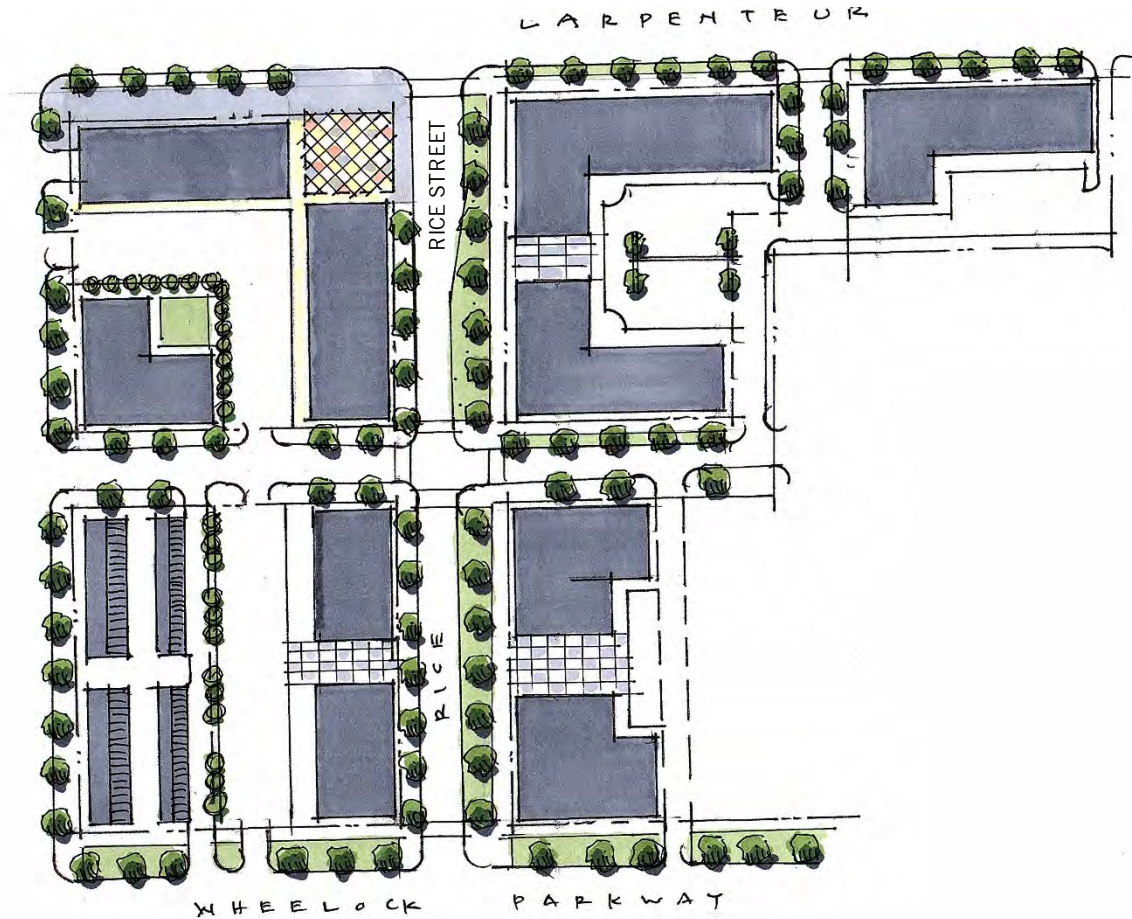
RICE AND LARPENTEUR – VIEW NE



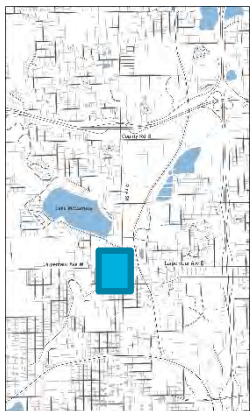
SETZER'S SITE



MY THRIFT STORE SITE (AREA SOUTH OF LARPENTEUR)



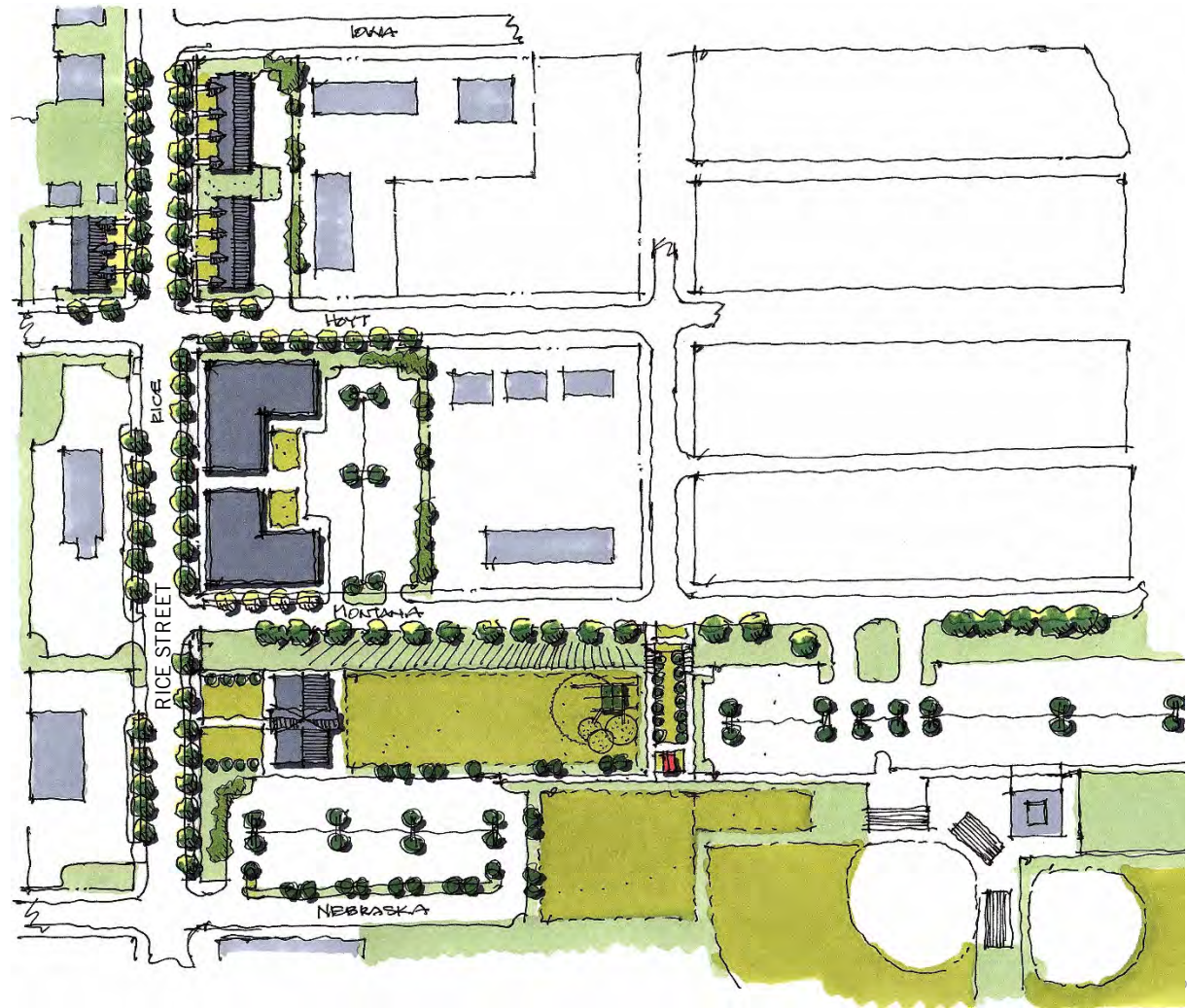
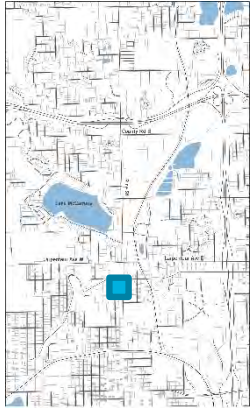
MY THRIFT STORE SITE (AREA SOUTH OF LARPENTEUR)



MY THRIFT STORE SITE- VIEW SW

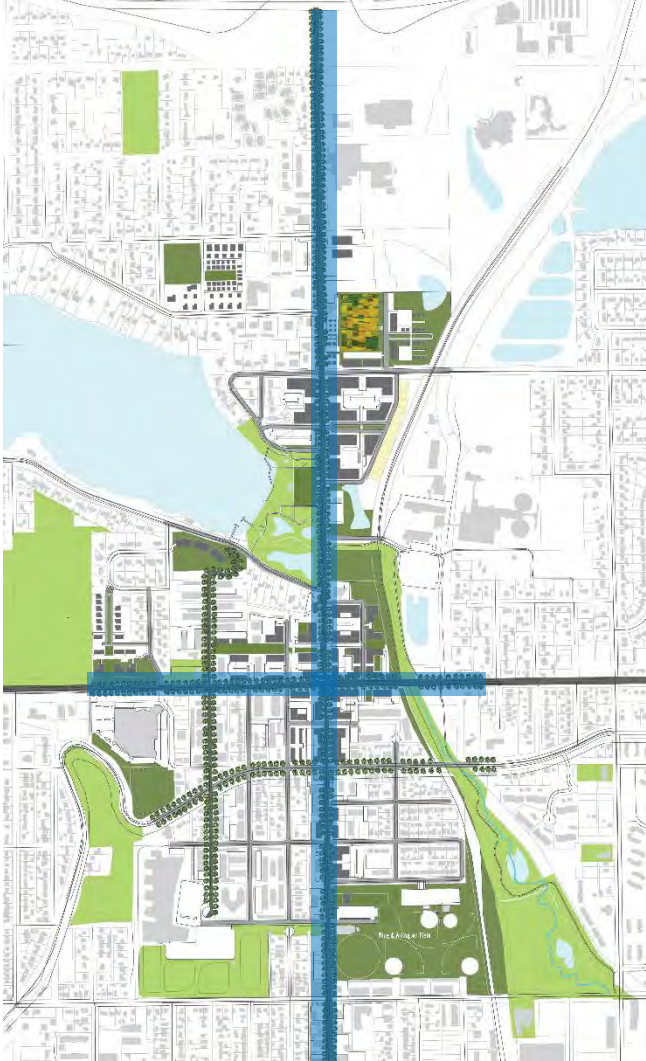


LONGS AUTO PLACE SITE

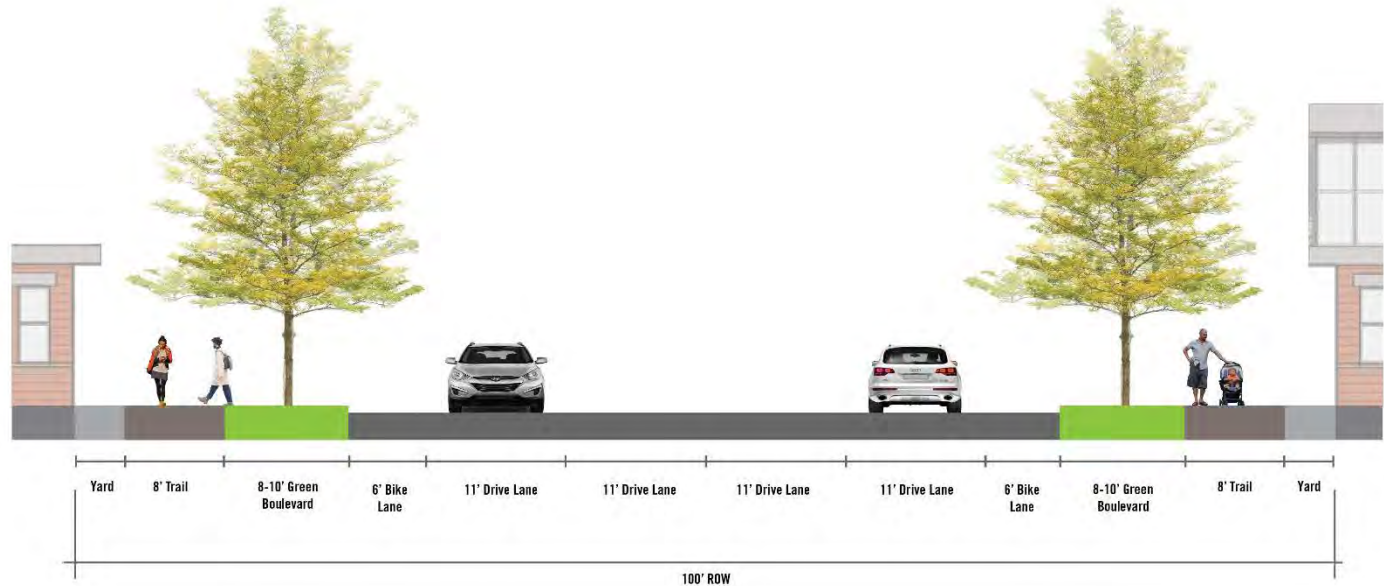
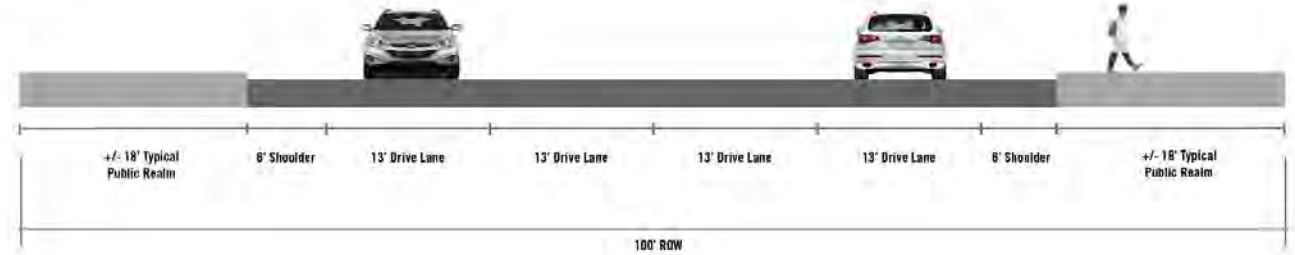


MOVEMENT + ACCESS

FRAMEWORK PLAN

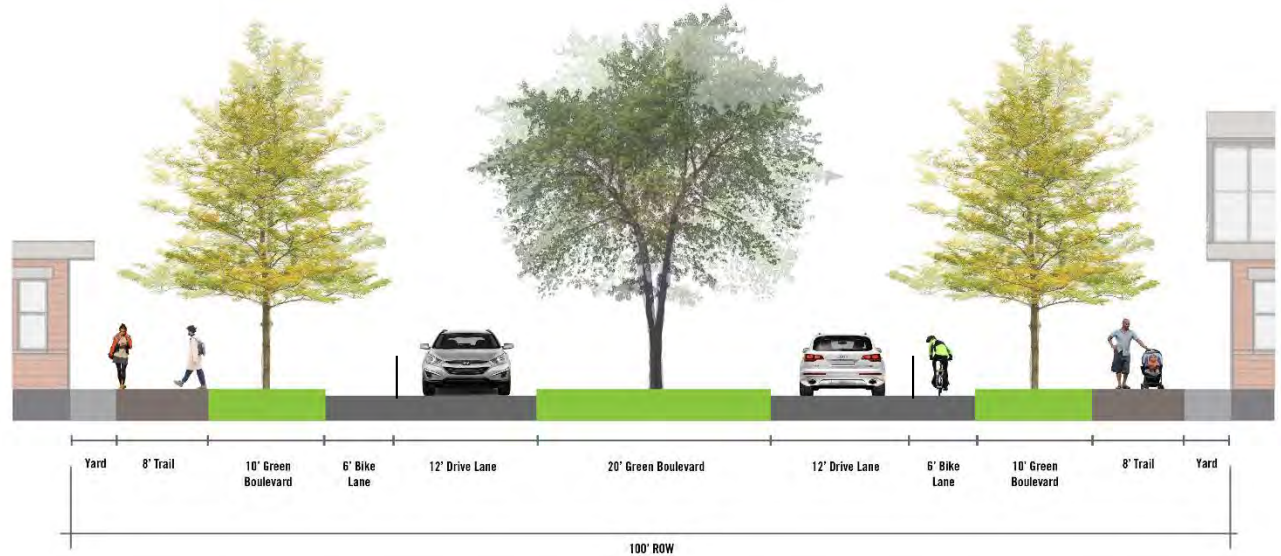
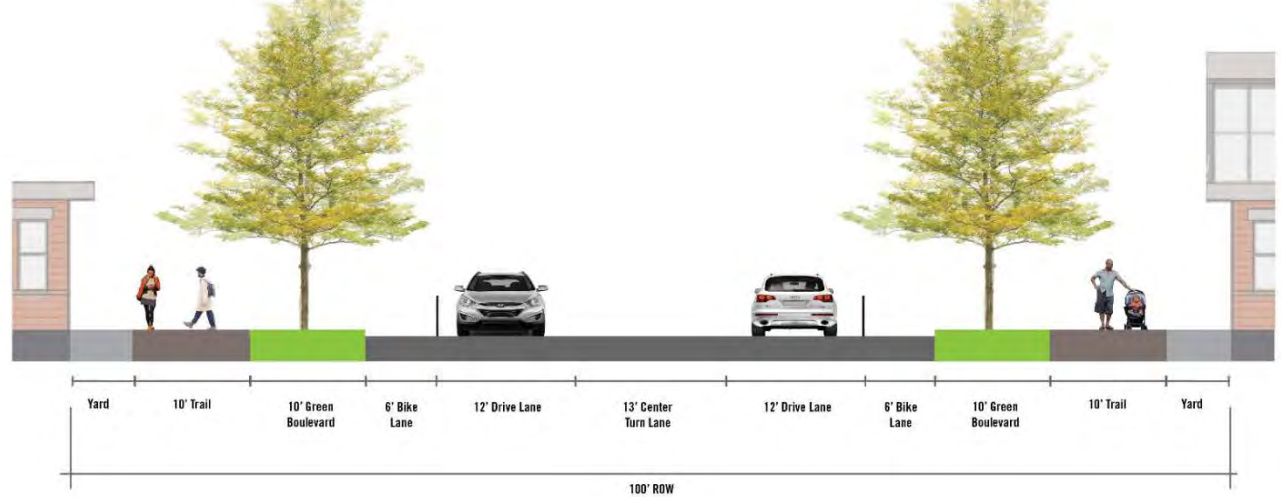


LARPEN TEUR AVENUE
100' ROW west of Rice
Street



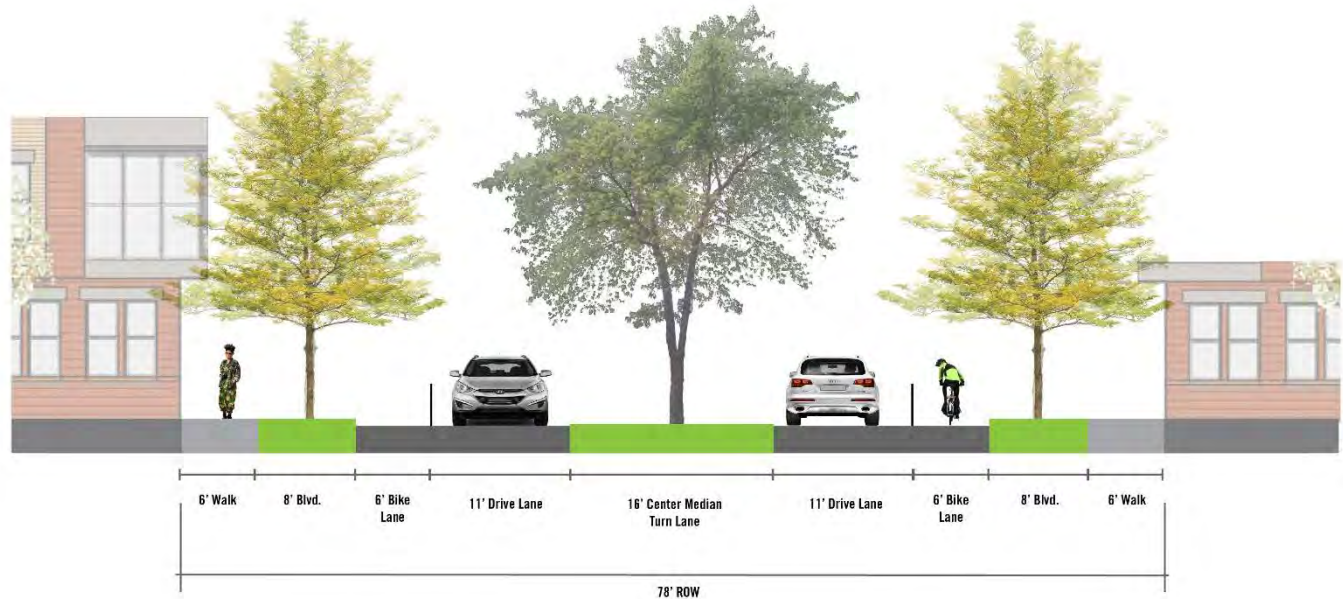
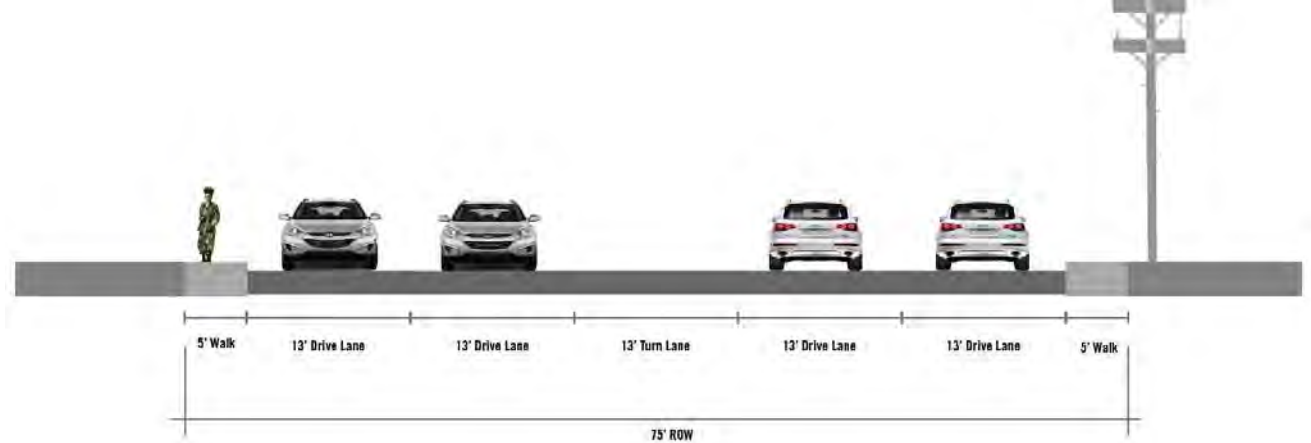
LARPENTEUR AVENUE

100' ROW west of Rice
Street

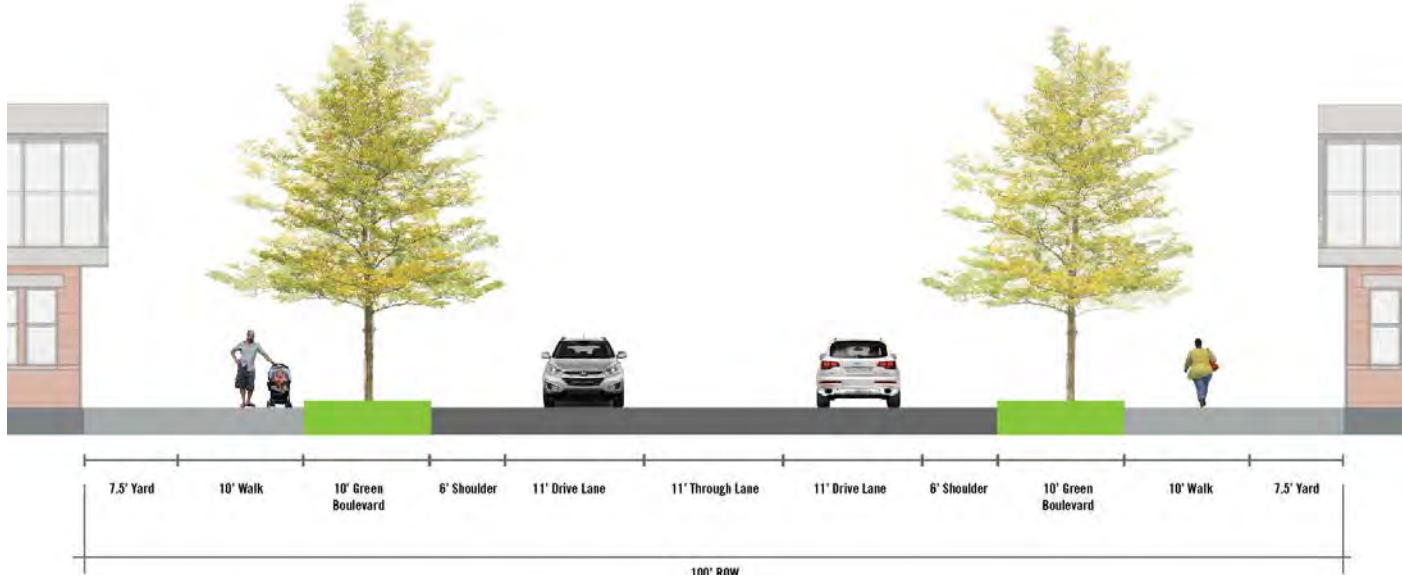
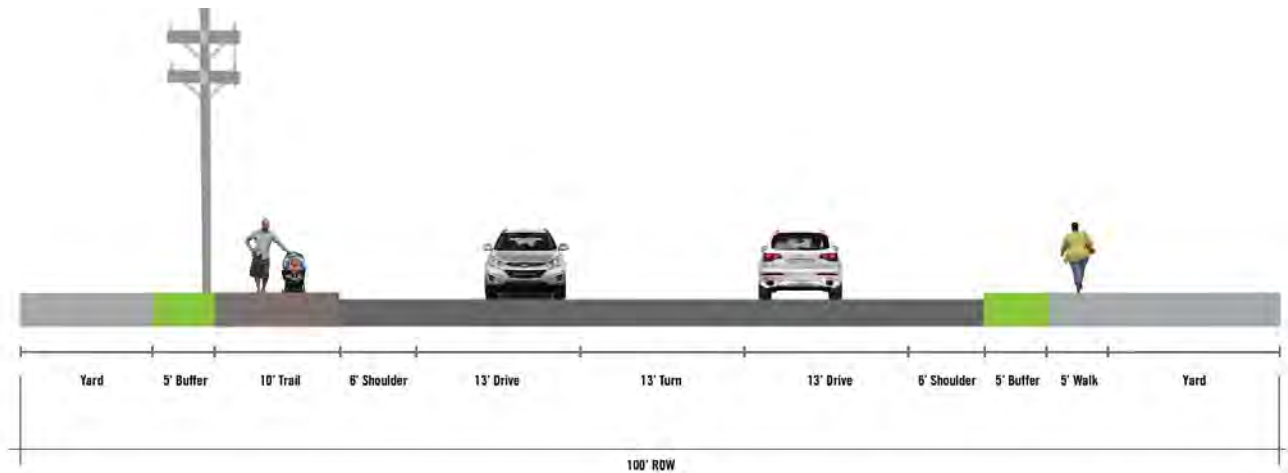


LARPENTEUR AVENUE

75' ROW east of Rice
Street



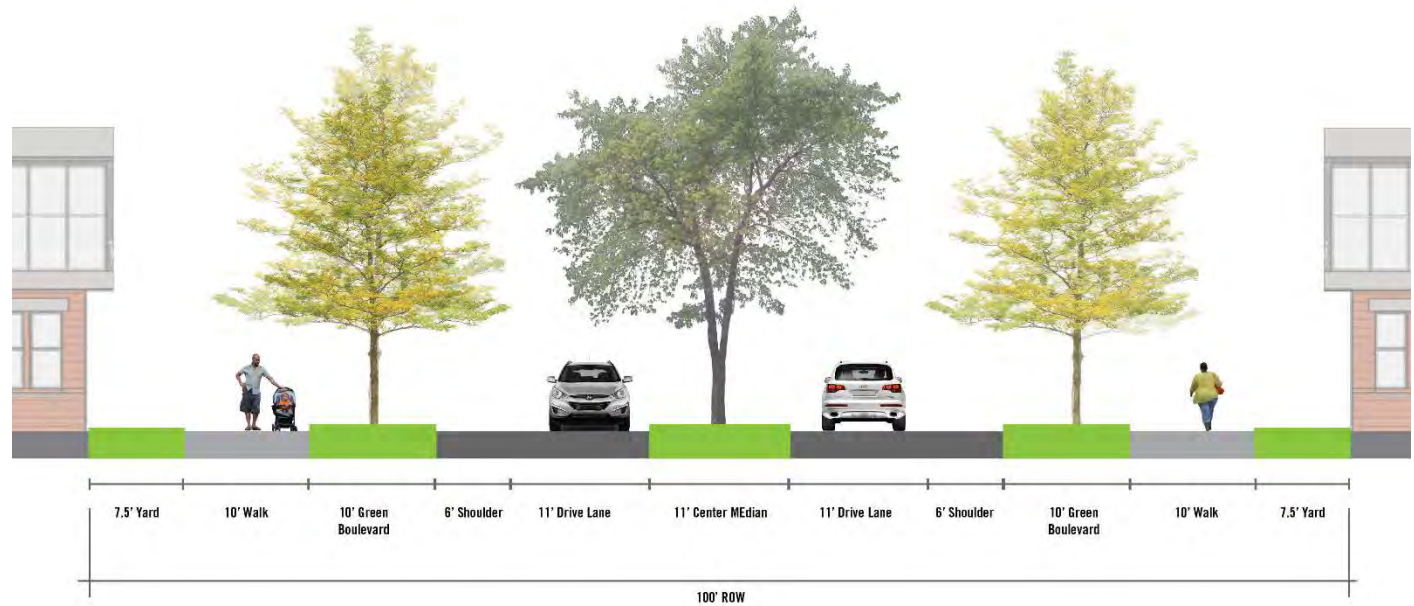
RICE STREET
100' ROW north of
Larpenteur



RICE STREET

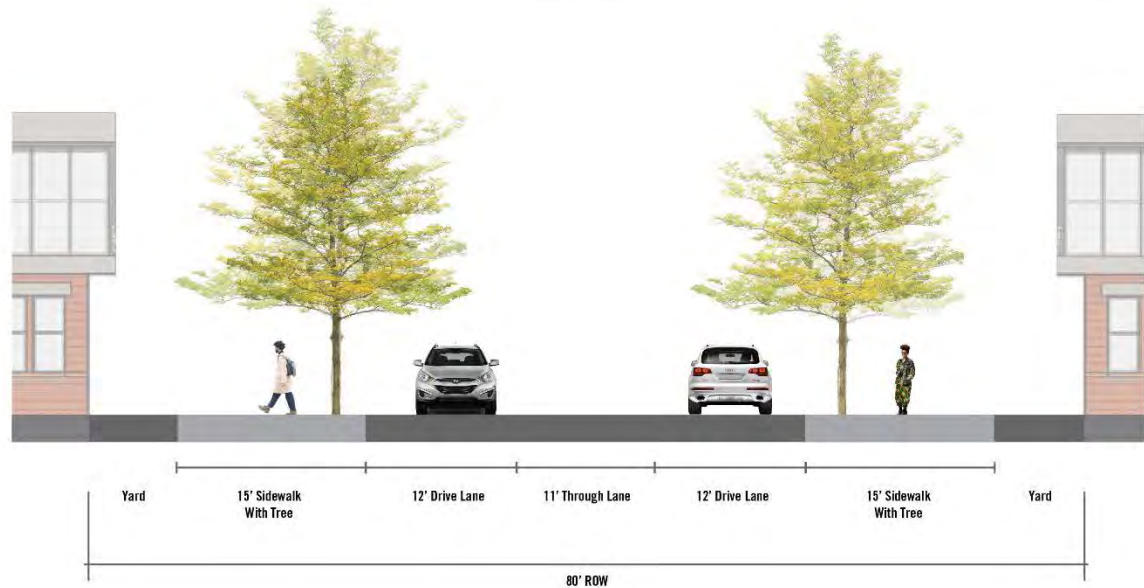
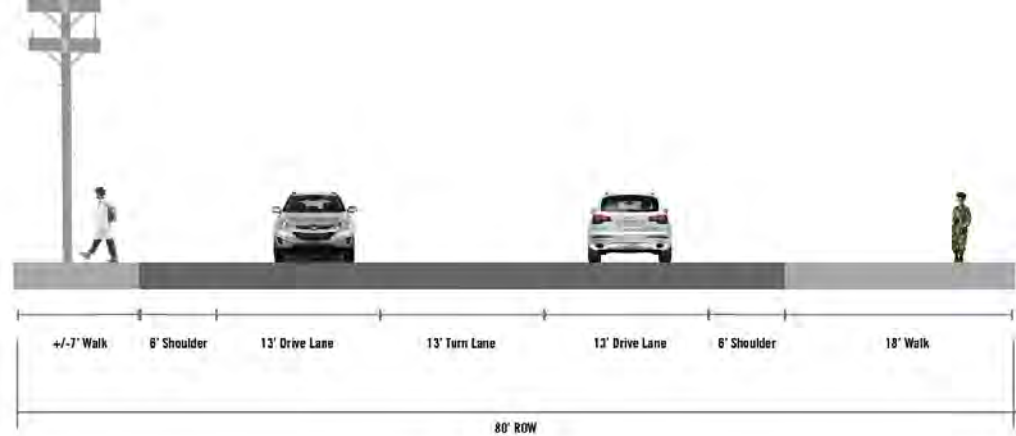
100' ROW north of

Larpenteur



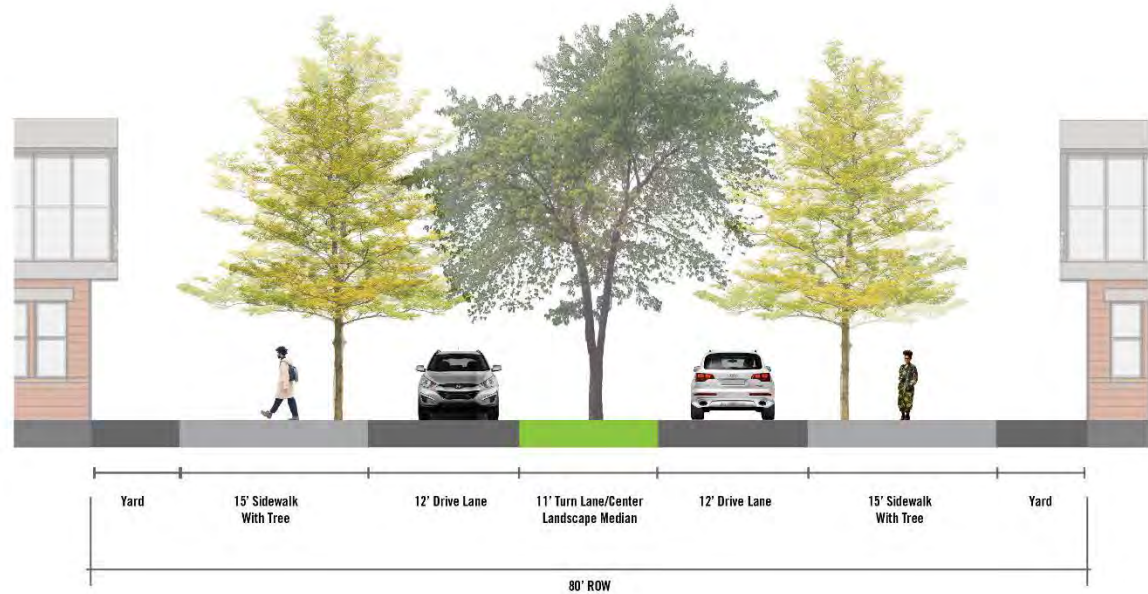
RICE STREET

80' ROW south
of Larpenteur

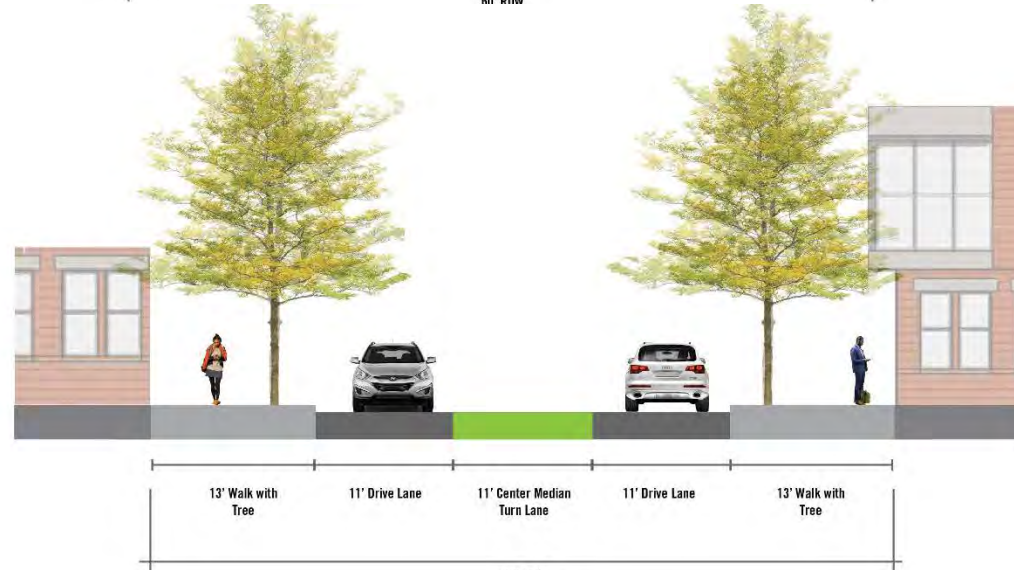
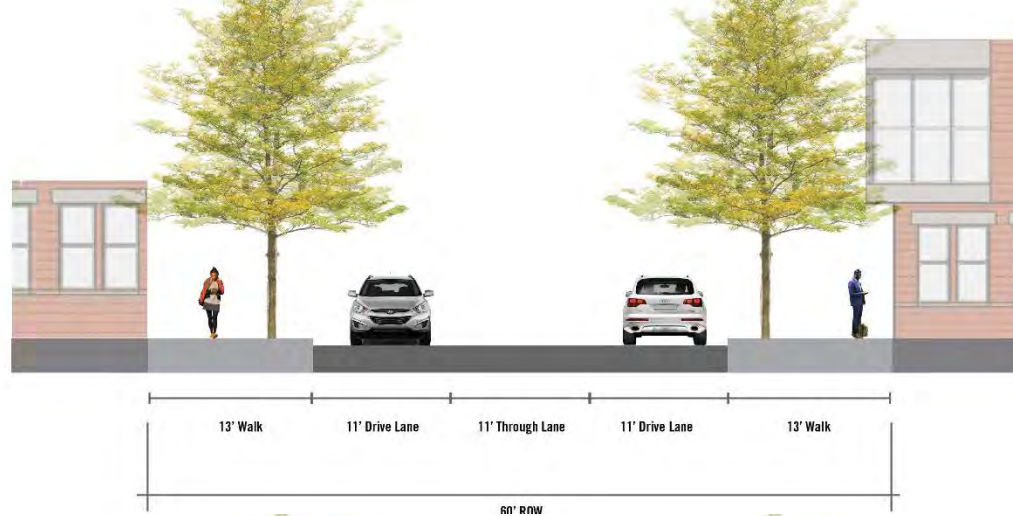


RICE STREET

80' ROW south
of Larpenteur



RICE STREET
60' ROW south
of Larpenteur



CHARACTER + BUILT FORM



RICE AND LARPENTEUR AVENUE



Landscaped
median with street
trees

Improved public realm with
street trees, lighting and
pedestrian amenities

Parking lot edge
treatments

RICE AND MCCARRONS BLVD





Landscaped boulevard with
street trees and stormwater
management

Landscaped
median with street
trees

Stormwater
Management

RICE AND WHELOCK PKWY





Landscaped
median with street
trees

Improved public realm with
street trees, lighting and
pedestrian amenities

RECOMMENDATIONS

SHORT-TERM RECOMMENDATIONS

- Adopt this Plan into the Cities' Comprehensive Plans
- Create "Rice-Larpenreur Development Collaborative"
- Develop a Public Gathering Space at the Southwest Corner of Rice-Larpenreur
- Define Opportunities to Enhance Recreational Programming within the Parks
- Enhance Pedestrian Crossings

SHORT-TERM RECOMMENDATIONS

- Help People Bike and Walk to the Rice-Larpentour Corridor
- Work with Metro Transit To Provide More Frequent Bus Routes north of Larpentour Avenue
- Reconstruct Rice Street from Maryland Avenue to Larpentour Avenue (*serves as a demonstration for long-term public realm and landscape improvements*)

SHORT-TERM RECOMMENDATIONS

- Create Comprehensive Design Standards
- Sustainable/Green Energy Building Standards
- Create Zoning Overlay District
- Redevelopment of identified Catalyst Sites

SHORT-TERM RECOMMENDATIONS

Organization + Regulatory

- Create “Rice-Larpenteur Development Collaborative”
 - Collaborative would lead redevelopment and enhancement initiatives on behalf of the three partner cities.
 - Short term collaborative will be comprised of the GPC and an implementation committee.
 - Long term collaborative membership would be comprised of staff and elected City and County officials from the three cities.
 - Membership should also include individuals from the Healthy Corridors leadership group.
 - Membership should include additional business/property owners
 - Membership should include other local non-profits with similar development related mission (e.g. East Metro Strong or the Saint Paul Port Authority or the Chamber or East Side Neighborhood Development Company)
 - Membership should be expanded to include the foundation community (St. Paul Foundation, Wilder, Knight, Bush, Pohlad, and McKnight)
 - Collaborative could be initially “funded” by the three cities and community foundations to implement the vision of this plan.
 - Develop programming of public spaces (festivals, cultural events, etc.) along the corridor.
 - Help lead redevelopment efforts along the corridor.
 - Assist with finding funding to support business start-ups and/or growth of small businesses (financing, partnerships, leadership, etc.) with an emphasis on food related businesses (restaurants/production/distribution).
 - Collaborative would review development proposals for projects in the area.
 - Collaborative would provide funding for façade enhancements and public realm improvements.
 - Collaborative would be charged with overall area maintenance and operations (public realm areas).

SHORT-TERM RECOMMENDATIONS

SHORT-TERM RECOMMENDATION (1-3 Years)		RESPONSIBILITIES
Public Realm + Open Space		
Develop a public gathering space at the south-west corner of Rice and Larpenteur adjacent to the MyThrift Store site (northeast corner of site). <ul style="list-style-type: none"> Initially the public space can be defined by temporary planters/structures and can include areas for tents and food trucks. This new community plaza/open space with flexible areas or community events and gatherings. 		City of St. Paul, Private Developer, Ramsey County, Rice-Larpenteur Development Alliance
Define opportunities to enhance recreational programming and opportunities to create more youth focused activities and after-school programming.		Rice-Larpenteur Development Alliance, Ramsey County Parks, St. Paul Dept. of Education
Movement + Access		
Enhanced pedestrian crossings (signal timing, pedestrian count-down timers, enhanced striping/pavement markings, and pedestrian ramps) long Rice Street at: Roselawn Avenue, Larpenteur Avenue, Hoyt Avenue, Arlington Avenue, and Nebraska Avenue.		City of St. Paul, City of Roseville, City of Maplewood, Ramsey County, Rice-Larpenteur Development Alliance
Study opportunity to create mid-block pedestrian crossings (to include pedestrian rapid-flashing beacons, enhanced striping/pavement markings, and pedestrian ramps) at: N. McCarrons Boulevard/Rice Street and S. McCarrons Boulevard/Rice Street.		City of Roseville, Ramsey County
Study opportunity to create new traffic controlled intersections (to include pedestrian crossing improvements) along Marion Street at Larpenteur Avenue and Wheelock Parkway and at Elmer Street/Rice Street.		City of St. Paul, City of Roseville, Ramsey County, Rice-Larpenteur Development Alliance
Help people bike to the Rice and Larpenteur Gateway. Demand for bicycling is expected to increase along and adjacent to the corridor, especially as redevelopment occurs. While dedicated bikeways are not recommended on Rice Street, the additional destinations and anticipated increase in bicycling will generate demand to the core areas along Rice Street and Larpenteur Avenue. Several steps can help people bike through and to the corridor.		City of St. Paul, City of Roseville, City of Maplewood, Ramsey County, Rice-Larpenteur Development Alliance
Provide protected bike lanes (a minimum of striping and break-away posts) along Larpenteur Avenue.		City of St. Paul, City of Roseville, City of Maplewood, Ramsey County, Rice-Larpenteur Development Alliance
Create a wayfinding system for directing bicycle traffic to the key destinations along the corridor. While the wayfinding should direct people to facilities on parallel roadways (such as Jackson Street or Trout Creek Trail), it should also direct people from the alternative routes to destinations along Rice Street and Larpenteur Avenue.		City of St. Paul, City of Roseville, City of Maplewood, Ramsey County
Identify treatments connecting the alternative routes to along Rice Street and Larpenteur Avenue. Many of the people who would bike on Rice Street are trying to reach destinations along the corridor or connecting to areas south of the project area including Downtown St. Paul. Creating safe connections to the corridor will mitigate the additional time, inconvenience and decreased safety of directing people off of Rice Street.		City of St. Paul, City of Roseville, City of Maplewood, Ramsey County, Rice-Larpenteur Development Alliance
Ensure that as the corridor is improved adequate secure bicycle parking is provided at visible, safe and convenient locations.		City of St. Paul, City of Roseville, City of Maplewood, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Create pedestrian connection through Saint Paul Municipal Water Works site to connect to Kingston Avenue and N. Beaumont Street.		City of St. Paul, City of Maplewood, Ramsey County, St. Paul Waterworks, Rice-Larpenteur Development Alliance

SHORT-TERM RECOMMENDATIONS

Work with Metro Transit to provide more frequent bus route service north of Larpenteur Avenue.	City of St. Paul, City of Roseville, City of Maplewood, Ramsey County, Metro Transit, Rice-Larpenteur Development
<p>Reconstruct Rice Street from Larpenteur Avenue to Maryland Avenue</p> <ul style="list-style-type: none"> Consolidate driveways to individual businesses along Rice Street associated with this project. Narrow drive lanes and remove on-street shoulder along Rice Street associated with this project. Reconfigure Rice Street from a four lane to a three lane cross-section. Enhance sidewalk and public realm along Rice Street associated with this project. Define streetscape improvements, including: Seating nodes and benches, Crosswalk improvements, Gateway landscaping, Street trees, Wayfinding signs, Bus shelters/schedules, Distinctive pedestrian-scaled lighting 	City of St. Paul, City of Roseville, City of Maplewood, Ramsey County, Metro Transit, Rice-Larpenteur Development Alliance
<p>Demonstration/testing area for long-term streetscape improvements -could be done along with a redevelopment project</p> <ul style="list-style-type: none"> Incorporate green infrastructure into the design of public realm/streetscape. Incorporate center landscaped median. 	City of St. Paul, City of Roseville, City of Maplewood, Private Developers, Property Owners, Rice-Larpenteur Development Alliance

Redevelopment • Reinvestment

<p>Catalyst Site #1: Infill commercial development on the south-west corner of the Rice-Larpenteur intersection in front of the Lamplighter lounge and the MyThrift Store site.</p> <ul style="list-style-type: none"> Northeast corner of the site will be designed as a new community plaza/open space with flexible areas or community events and gatherings. 	City of St. Paul, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #2: Infill commercial development on the north-east corner (Crown Plaza) of the Rice-Larpenteur intersection north of the Burger King fronting along Rice Street.	City of Roseville, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #3: Infill commercial development on the south-east corner of the Rice-Larpenteur intersection east of the Taco Bell (directly west of the RR tracks) fronting Larpenteur Avenue.	City of St. Paul, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #4: Infill residential on the former Roseville Armory site located along N McCarrons Boulevard.	City of Roseville, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #5: Infill residential on the Margolis site located along Larpenteur Avenue.	City of Roseville, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #6: Infill senior residential development along S. McCarrons Blvd at new connection of Marion Street greenway.	City of Roseville, Private Developers, Property Owners
<p>Catalyst Site #7: Infill mixed-use development on the St. Paul Water works site located at the corner of Rice Street and Roselawn Avenue W. (this includes the Affordable Used Cars - Maplewood site).</p> <ul style="list-style-type: none"> Development to include expanded Rice Street community garden. Development to include farmer's market area. 	City of Maplewood, City of St. Paul, Private Developers, Property Owners, Rice-Larpenteur Development Alliance

SHORT-TERM RECOMMENDATIONS

Character + Built Form	City of St. Paul, City of Roseville, City of Maplewood, Rice-Larpenteur Development Alliance
<p>Create comprehensive design standards/guidelines: Overall improvement of the Rice and Larpenteur Corridor area must go beyond the improvement of the street rights of way. Design standards/guidelines should be refined to reinforce the character of the built environment desired by the community and conceptually illustrated in this document. The guidelines refer to public and private improvements, renovations, and redevelopment of buildings within the corridor. The primary reasons to develop unique design standards/guidelines for the corridor include:</p> <ul style="list-style-type: none"> • The building design standards or guidelines into the zoning ordinance is the most effective and legally sound strategy. If design objectives can be visualized and defined in quantifiable terms, they can be expressed in the form of standards that can be incorporated into the Zoning Ordinance. • Definitive standards developed in response to reasonable goals and objectives are better for developers, are less likely to be legally challenged and are more defensible in the event of legal challenges. This approach would be easiest to administer by the planning staff from each City in the long term. • There are limitations to the results that can be achieved through zoning. Design standards help achieve a degree of continuity through an area and certainly prevent development that is truly incongruous and incompatible. However, it is also true that good taste cannot be legislated. Although, zoning can help a community establish a level of quality and prevent discordant development, it cannot guarantee that development will be beautiful. 	
The primary purpose of the standards/guidelines are to:	
<ul style="list-style-type: none"> • Foster high-quality architecture and site planning consistent with the vision desired by the community • Concentrate density and intensity along Rice and Larpenteur. • Create and maintain an urban development pattern. The placement, scale and character of buildings is the most important component of the built environment that will shape the Rice and Larpenteur Corridor and determine the long term success as an attractive destination with strong businesses, human scale, vibrant neighborhoods and an attractive place for investment. <ul style="list-style-type: none"> • Encourage buildings abutting all neighborhoods to step down to a range 2 ½-5 stories to where new developments meet the existing neighborhoods. • Create and adhere to City guidelines and standards for site design, building massing, façade treatments, building materials, signs and sustainable design practices • Design the first level to have a human scale with attention to items including the building entries, first floor storefronts, lighting, signage and windows • Partner with each of the three cities to seek opportunities for facade grants • Determine appropriate setbacks to allow for wide sidewalks • Encourage migration of utilities from overhead to underground 	

SHORT-TERM RECOMMENDATIONS

<ul style="list-style-type: none"> • Protect public and private investment in the corridor. Design standards will promote design excellence in all aspects of the corridor and to design new development to fit into its surroundings and respond to neighborhood transitions with building massing and architecture. • Create mixed-use, multi-story buildings with first floor uses that activate the street • Positively relate new construction to the street with building elements yet not infringe on the streetscape - <p>Appropriate building setbacks will depend on building use</p> <ul style="list-style-type: none"> • Consider a building setback from the sidewalk to provide a broader area for pedestrian activities - Where existing sidewalks are less than 10 feet wide, set buildings back a minimum of four feet (within the frontage zone) to create wider sidewalks for outdoor seating and streetscape elements • Plan new construction in relation to the surrounding buildings using common elements from the façade and architecture of neighboring buildings (as appropriate) will create a harmonious feel to the streetscape - Building size, height and materials all factor into a coherent sense of place • Encourage the reuse of positive contributing buildings where possible rather than new construction • Incorporate existing historical or character enhancing elements into redevelopment • Highlight major building entries • Create a sense of security by having building windows look onto the street • All new developments should treat two-inch rainfall events on site by, for example, infiltrating rainwater in ponds, swales and rain gardens or storing it for reuse in cisterns; Use permeable pavers to infiltrate water in parking lots; Reserve space for stormwater retention or detention needs • Use LED or other energy-efficient lighting for new development projects; Consider solar-powered LED lighting to light exterior space • Provide space for organics composting and, for residential uses, on-site or nearby gardening 	
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Sustainable/Green Energy Saving Building Practices

New and renovated buildings should be encouraged to incorporate more sustainable and green energy-saving building practices, including low-impact stormwater treatments such as green roofs, micro basins, rain gardens, street tree filters, permeable pavements, and depressed parking lot islands, as well as cradle to cradle materials and energy-efficient heating and cooling systems. The three cities should explore adopting minimum standards and incentives in the district to encourage the development of "green" buildings without forcing excessive costs or other burdens upon developers, building owners or occupants.

Standards or guidelines, by definition, are qualitative design goals for new and existing buildings. Standards or guidelines set forth the generalized components that will foster the desired character for the corridor. Design Guidelines should address:

- Site planning
- Parking lot edge treatments
- Commercial and residential building types
- Franchise architecture
- Façade treatments
- Distinct modules
- Ground level expression
- Signs
- Wayfinding system
- Roof design
- Sustainable/green energy saving building practices

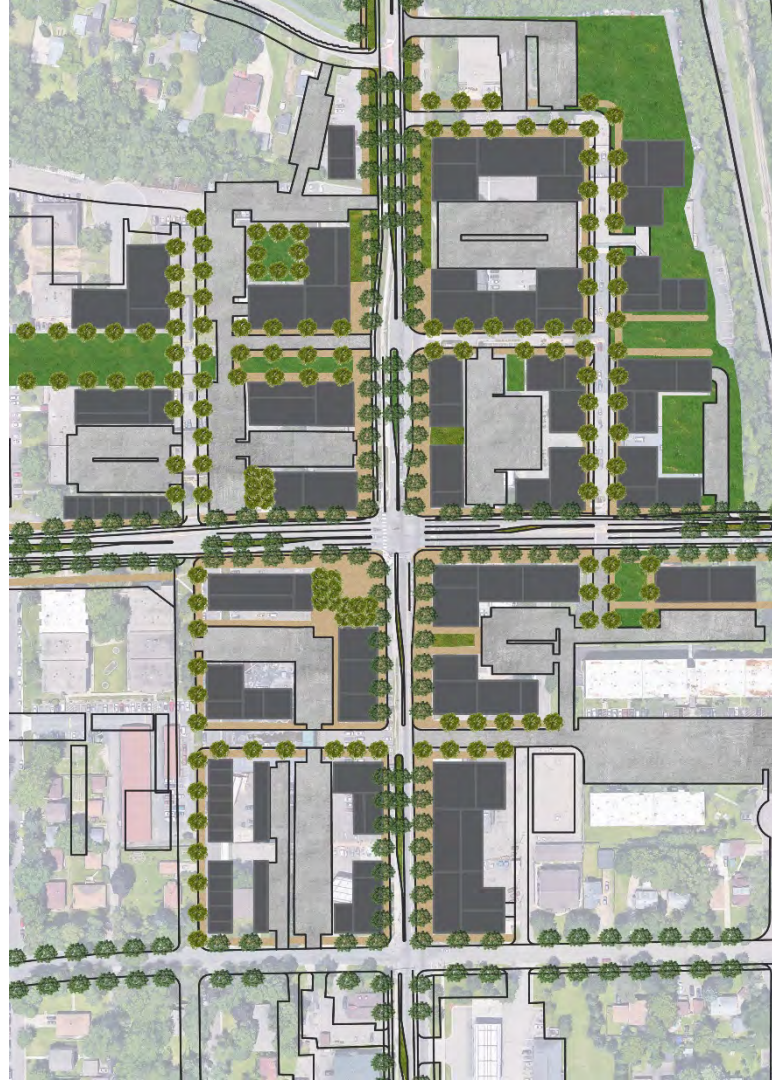
City of Maplewood, City of St. Paul, City of Roseville, Private Developers, Property Owners, Rice-Larpenteur Development Alliance

SHORT-TERM RECOMMENDATIONS

Organization + Regulatory	
<p>Create zoning overlay district</p> <ul style="list-style-type: none"> • Prepare zoning overlay district for all three cities to adopt to guide future development along the corridor. • Overlay district ordinance should include building and public realm design guidelines, reduced parking requirements, enhanced landscape requirements, signage and requirements for public realm/common area maintenance and upkeep. 	<p>City of Maplewood, City of St. Paul, City of Roseville, Private Developers, Property Owners, Rice-Larpenteur Development Alliance</p>
<p>Continue to advocate for a Police sub-station near the Rice and Larpenteur intersection.</p> <ul style="list-style-type: none"> • Advocate for increased police patrols and greater physical presence along the corridor. 	<p>City of Maplewood, City of St. Paul, City of Roseville, Rice-Larpenteur Development Alliance, Ramsey County</p>

FRAMEWORK PLAN

Long term



LONG-TERM RECOMMENDATIONS

- Reconfigure McCarron's Lake Regional Park to Relocate Parking Lot and Expand Recreational Amenities
- Park Redesign for the Rice and Arlington Field
- Reconstruct Rice Street from Larpenteur Avenue to County Road D

SHORT-TERM RECOMMENDATIONS

- Reconstruct Larpenteur Avenue from Galtier Street to Sylvan Street
- Connect Marion Street to South McCarron's Boulevard
(defined as Marion Greenway)
- Redevelop the Remaining Catalyst Sites

LONG-TERM RECOMMENDATIONS

LONG-TERM RECOMMENDATION (4-20 Years)		RESPONSIBILITIES
Public Realm + Open Space		
Reconfigure McCarrons Lake Regional Park to relocate parking lot and expand recreational amenities <ul style="list-style-type: none"> • Reconfigure parking to north of the park site on the LZ Truck Equipment Inc. • Provide additional picnic shelters, programmable passive lawn space, and native gardens/stormwater management areas. 		City of Roseville, Ramsey County, Rice-Larpenteur Development Alliance
Park redesign for the Rice and Arlington Field. <ul style="list-style-type: none"> • Consider a new consolidated community center services building (with community focused initiatives and services) • Provide more flexible open space to host neighborhood events. • Reconfigure parking. • Enhanced landscaping and stormwater management. 		City of St. Paul, Ramsey County, Rice-Larpenteur Development Alliance
Movement + Access		
Reconstruct Rice Street from Larpenteur Avenue to County Road B <ul style="list-style-type: none"> • Consolidate driveways to individual businesses along Rice Street associated with this project. • Narrow drive lanes along Rice Street associated with this project (maintain three lane geometrics). • Enhance sidewalk and public realm along Rice Street associated with this project. • Incorporate center landscaped median. 		City of St. Paul, City of Roseville, City of Maplewood, Ramsey County, Rice-Larpenteur Development Alliance
Reconstruct Larpenteur Avenue from Galtier Street to Sylvan Street <ul style="list-style-type: none"> • Reconstruct Larpenteur Avenue as a four to three lane conversion. • Consolidate driveways to individual businesses along Larpenteur Avenue associated with this project. • Narrow drive lanes and create protected bike lanes. • Incorporate center landscaped median. 		City of Roseville, Ramsey County
Connect Marion Street (defined as Marion greenway) to S. McCarrons Boulevard <ul style="list-style-type: none"> • Enhance sidewalk and public realm along Rice Street associated with this project. • Create new traffic controlled intersections along Marion Street at: Larpenteur Avenue and Wheelock Parkway. 		City of St. Paul, City of Roseville, Ramsey County, Rice-Larpenteur Development Alliance
Redevelopment + Reinvestment		
Catalyst Site #1: Infill mixed-use development on the south-west corner of the Rice-Larpenteur intersection on the entire MyThrift Store site (including the Super America site).		City of St. Paul, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #2: Infill residential development on Woodbridge Court (Marion Street-Brittany Apartments) and Marion Street. <ul style="list-style-type: none"> • Incorporate new community green space connection from Marion Street to Rice Street. 		City of Roseville, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #3: Infill Mixed-use development on the Long's Auto Site.		City of St. Paul, Private Developers, Property Owners, Rice-Larpenteur Development Alliance

LONG-TERM RECOMMENDATIONS

Catalyst Site #4: Infill Mixed-use development on the McCarron Hills Shopping Center site.	City of Roseville, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #5: Infill Mixed-use development on the Dairy Queen Site.	City of Roseville, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #6: Infill Mixed-use development on the Family Dollar (Burger King, Walgreen's, TKG Auto, Rice Street Car Wash) while maintaining Western Bank building.	City of Maplewood, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #7: Infill Mixed-use development on Centerline Bus Charter Site (including the Car Hop site).	City of Maplewood, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #8: Infill residential development on the Best Car Wash and Auto Care site at the intersection of Rice Street and W. Montana Avenue.	City of St. Paul, Private Developers, Property Owners, Rice-Larpenteur Development Alliance
Catalyst Site #9: Infill residential development on the Auto Zone site at the intersection of Rice Street and W. Nebraska Avenue.	City of St. Paul, Private Developers, Property Owners, Rice-Larpenteur Development Alliance

QUESTIONS

www.riceandlarpenteur.com

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **7.d**

Department Approval



City Manager Approval



Item Description: Public Works Ordinance Updates

BACKGROUND

Over the last few months, staff has been looking into updating two sections of the Roseville City Code.

The first ordinance amendment is an addition to Chapter 405, Noise Control Ordinance which addresses noise restrictions within the City.

Currently the city code prohibits construction related noise outside of 10:00 PM to 7:00 AM on weekdays and 9:00 PM to 9:00 AM on weekends and legal holidays. In order to get exemptions from this ordinance, all parties must apply for a variance from the Council.

Staff has proposed the addition of section 405.05 which would provide exemptions to this ordinance for City lead construction or maintenance projects. The ordinance would eliminate these projects from having to have a public hearing. The ordinance would require that City staff follow an adopted night work policy (Attachment E).

The highlights of the night work policy are as follows;

- City projects must be done under normal working hours unless there are conditions or circumstances that would require night work or would provide substantial benefits to impacted properties or the to the public in general.
- If work is done at night residents within 500 feet of the project must be notified a minimum of 7 days in advance of the work.
- The Mayor, City Council and City Manager must also be notified of the work.

The main benefit for the ordinance is to give staff more flexibility in working with contractors to provide an overall benefit to residents. The ordinance would save on project delays as there would be quicker turnaround in giving notice to the residents. If needed, staff could perform night work on a project with a two to three week lead time instead of the five to six week lead time required for a public notice and public hearing.

Examples where the City staff would potentially use this ordinance include:

- Sanitary sewer lining projects where the work takes more than 12 hours to complete. There are no alternatives to this sort of work other than extending working hours.
- Watermain replacement/maintenance that would impact high water users such as restaurants, day cares, schools, hotels, or elderly care facilities. By doing work at night the impacts to these establishments would be minimized and have a greater public benefit.

- High traffic areas where a lane closure or full road closure is required, but doing so during the day would create a significant impact on the general public, residents and businesses surrounding the work area.

Staff presented the ordinance to the Public Works Environmental and Transportation Commission on February 27. The only recommended change to the ordinance that has been made based on comments was the change from “project” to “construction or maintenance activity”. After some discussion the Commission recommended that the City Council approve the proposed ordinance amendments.

The second ordinance amendment is an addition to Chapter 707 Right of Way Management. The majority of the new ordinance language defines a new technology that could be installed in public right of way and ways to regulate the new technology. The Small Wireless Facilities and Micro Wireless Facilities are small antennas that would be used for wireless communication. The installation of one of these facilities would require a permit. The ordinance would allow the City to put conditions on the permit to help regulate their locations, size and materials of the wireless facilities.

The second aspect of the ordinance change allows the City to regulate all right-of-way in the City including State and County right of way. Basically the City would require a City right-of-way permit in addition to the State or County. The agency owning the right of way would have final say in permit approval. Requiring a permit with the City for all public rights-of-way provides a guaranteed level of review and oversight for the City, keeps the City better informed of activities within the right-of-way, and provides better control and oversight of assets the City is responsible for, such as trails and sidewalks.

Staff presented the amended Right Of Way ordinance to the Public Works Environmental and Transportation Commission on February 27. After some discussion, the Commission recommended that the City Council adopt the proposed ordinance amendment.

FINANCIAL IMPACTS

The noise control ordinance would have not financial impacts.

Should the right-of-way ordinance be adopted, an amended fee schedule will be brought to Council at a later date to add another permit fee for right-of-way permits within County or State right-of-way.

STAFF RECOMMENDATION

Based on the comments provided in this report, staff recommends approval of the proposed text ordinance amendments to Roseville’s City Code, Title 4, Chapter 405 Noise Control Ordinance and Roseville’s City Code, Title 7, Chapter 707 Right of Way Management. Additionally if the Noise Control Ordinance is amended, staff would recommend the approval of the Night Work Policy.

REQUESTED COUNCIL ACTION

Adopt an ordinance amending selected text ordinance amendments of Roseville’s City Code, Title 4, Chapter 405 Noise Control Ordinance.

Adopt an ordinance summary for the amendments to the Noise Control Ordinance.

Should the Noise Control Ordinance be adopted, adopt the Night Work Policy.

- 73 Adopt an ordinance amending selected text ordinance amendments of Roseville's City Code,
74 Title 7, Chapter 707 Right of Way Management.
- 75 Adopt an ordinance summary for amendments to the Right of Way Management ordinance.

Prepared by: Jesse Freihammer, Asst. Public Works Director/City Engineer
Attachments: A: Ordinance Amendment, Noise Control Ordinance
B: Ordinance Summary, Noise Control Ordinance
C: Ordinance Amendment, Right of Way
D: Ordinance Summary, Right of Way
E: Night Work Policy
F: Excerpts from PWET Commission DRAFT Meeting Minutes

City of Roseville
ORDINANCE NO. _____

**AN ORDINANCE AMENDING SELECTED TEXT OF THE ROSEVILLE CITY CODE,
TITLE 4, CHAPTER 405, TO PROVIDE NOISE ORDINANCE EXEMPTIONS**

SECTION 1: Purpose: The Roseville City Code is hereby amended to modify/clarify specific requirements within the Roseville City Code, Title 4, Chapter 405, to provide noise ordinance exemptions

SECTION 2: Section 405.04 is added as follows:

405.04: EXEMPTIONS:

Any construction or maintenance activity in which the City of Roseville is considered the owner and/or the lead on the project, shall be exempt from Chapter 405 of the City Code regarding Noise Control. The City shall notify residents of the night work per current adopted Council Policy.

405.05: NOISE VARIANCES:

Any person may apply to the City Council for a variance from the requirements of this Chapter prior to doing those acts. The applicant shall provide a certified list of property owners within 350 feet of the site(s) where the activity is to occur. The Council procedure for public hearings shall be as set forth in Chapter 108 of this Code. For good cause shown, the City Council may, in its sole discretion, either grant or deny the variance. If the variance is granted, the Council may impose reasonable conditions to it. (Ord. 1175A, 11-25-1996)

405.056: ENFORCEMENT AND IMPACT STATEMENTS:

- A. Civil Remedies: In addition to criminal penalties, this Chapter may be enforced by injunction, action for abatement or other appropriate civil remedies.
- B. Noise Impact Statements: The City Council may require any person applying for a change in zoning classification, permit or license for any structure, operation, process, installation, alteration or project that may be considered a potential noise source to submit a noise impact statement. The City Council shall evaluate each such statement and take its evaluation into account in approving or disapproving the license or permit applied for or the zoning change requested. (Ord. 927, 6-30-1983; 1995 Code)

39 Passed by the City Council of the City of Roseville this ____ day of _____ 2018.

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41 (SEAL)

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44 CITY OF ROSEVILLE

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47 BY: _____
48 Daniel J. Roe, Mayor

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50 ATTEST:

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53 _____
54 Patrick Trudgeon, City Manager

CITY OF ROSEVILLE
OFFICIAL SUMMARY NO. _____

A SUMMARY OF AN ORDINANCE AMENDING TITLE FOUR, CHAPTER 405

The following is the official summary of Ordinance No. _____ approved by the City Council of Roseville on March 12, 2018:

AN ORDINANCE AMENDING TITLE FOUR CHAPTER 405

405.04 is added to add language within the Roseville City Code to provide noise ordinance exemptions.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary is also be posted on the internet web page of the City of Roseville (www.cityofroseville.com).

Attest: _____
Patrick Trudgeon, City Manager

City of Roseville
ORDINANCE NO. _____

**AN ORDINANCE AMENDING SELECTED TEXT OF THE ROSEVILLE CITY CODE, TITLE 7,
CHAPTER 707, TO ACCOMMODATE SMALL WIRELESS FACILITIES.**

SECTION 1: Purpose: The Roseville City Code is hereby amended to modify/clarify specific requirements within the Roseville City Code, Title 7, Chapter 707, to regulate Small Wireless Facilities.

SECTION 2: Chapter 707 is amended as follows:

707.01 : FINDINGS AND PURPOSE:

General: to provide for the health, safety and well-being of its citizens, and to ensure the structural integrity of its streets and the appropriate use of the rights of way, the City strives to keep its rights of way in a state of good repair and free from unnecessary encumbrances. Although the general population bears the financial burden for the upkeep of the rights of way, a primary cause for the early and excessive deterioration of its rights of way is frequent excavation.

The City holds the rights of way within its geographical boundaries as an asset in trust for its citizens. The City and other public entities have invested millions of dollars in public funds to build and maintain the rights of way. It also recognizes that some persons, by placing their equipment in the right of way and charging the citizens of the City for goods and services delivered thereby, are using this property held for the public good. Although such services are often necessary or convenient for the citizens, such persons receive revenue and/or profit through their use of public property.

In response to the foregoing facts, the City hereby enacts this new Chapter relating to right-of-way permits and administration. This Chapter imposes reasonable regulations on the placement and maintenance of equipment currently within its rights of way or to be placed therein at some future time. It is intended to complement the regulatory roles of State and Federal agencies. Under this Chapter, persons disturbing and obstructing the rights of way will bear a fair share of the financial responsibility for their integrity. Finally, this Chapter provides for recovery of out-of-pocket and projected costs from persons using the public rights of way.

- A. Legislative Power: By enactment of this Chapter, the City Council hereby exercises its lawful police power and common law authority, and all statutory authority which is available to it, including, but not limited to, the powers conferred on it under Minnesota Statutes sections 237.162 and 237.163, while preserving all power and authority to further require franchises from right-of-way users under Minnesota Statutes sections 216B.36, 222.37, 300.03, and 412.11, and other provisions of law. (Ord. 1209, 8-24-1998) This chapter shall not be interpreted to limit the regulatory and police powers of the city to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

707.02 : DEFINITIONS:

The following definitions apply in this Chapter. References hereafter to "sections" are, unless otherwise specified, references to sections in this Chapter. Defined terms remain defined terms whether or not capitalized.

APPLICANT: Any person requesting permission to excavate or obstruct a right of way.

BUSINESS DISTRICT: That portion of the City lying within and bounded by the following

streets: to be subsequently designated.

CITY: The City of Roseville, Minnesota. For purposes of Section 707.28 of this Chapter, City means its elected officials, officers, employees and agents.

COLLOCATE or COLLOCATION: to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the city or other governmental unit.

DEGRADATION: A decrease in the useful life of the right of way caused by excavation in or disturbance of the right of way, resulting in the need to reconstruct such right of way earlier than would be required if the excavation did not occur.

DEGRADATION COST: The cost to achieve a level of restoration as determined by the City at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in proposed PUC rules parts 7819.9900 to 7819.9950.

DEGRADATION FEE: The estimated fee established at the time of permitting by the City to recover costs associated with the decrease in the useful life of the right of way caused by the excavation, and which equals the degradation costs.

DELAY PENALTY: The penalty imposed as a result of unreasonable delays in right-of-way construction.

DEPARTMENT: The Department of Public Works of the City.

DEPARTMENT INSPECTOR: Any person authorized by the Director to carry out inspections related to the provisions of this Chapter.

DIRECTOR: The Director of the Department of Public Works of the City, or her or his designee.

EMERGENCY: A condition that: a) poses a clear and immediate danger to life or health, or of a significant loss of property; or b) requires immediate repair or replacement in order to restore service to a customer.

EQUIPMENT: Any tangible asset used to install, repair, or maintain facilities in any right of way.

EXCAVATE: to dig into or in any way remove or physically disturb or penetrate any part of a right of way.

EXCAVATION PERMIT: The permit which, pursuant to this Chapter, must be obtained before a person may excavate in a right of way. An excavation permit allows the holder to excavate that part of the right of way described in such permit.

EXCAVATION PERMIT FEE: Money paid to the City by an applicant to cover the costs as provided in Section 707.11 of this Chapter.

FACILITY OR FACILITIES: Any tangible asset in the right of way required to provide utility service.

LOCAL REPRESENTATIVE: A local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this Chapter.

MANAGEMENT COSTS: The actual costs the City incurs in managing its rights of way, including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying right-of-way permit applications; creating, maintaining and updating mapping systems; budget analysis; systems analysis; legal assistance; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during public right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed; and revoking right-of-way permits and performing all other tasks required by this Chapter, including other costs the City may incur in managing the provisions of this Chapter.

MICRO WIRELESS FACILITY: a small wireless facility that is no larger than 24 inches long, 15 inches wide, and 12 inches high, and whose exterior antenna, if any, is no longer than 11 inches.

OBSTRUCT: to place any object in a right of way so as to hinder free and open passage over that or any part of the right of way.

OBSTRUCTION PERMIT: The permit which, pursuant to this Chapter, must be obtained

before a person may obstruct a right of way, allowing the holder to hinder free and open passage over the specified portion of that right of way by placing equipment described therein on the right of way for the duration specified therein.

OBSTRUCTION PERMIT FEE: Money paid to the City by a registrant to cover the costs as provided in Section 707.11 of this Chapter.

PATCH OR PATCHING: A method of pavement replacement that is temporary in nature. A patch consists of: a) the compaction of the subbase and aggregate base, and b) the replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions. A patch is considered full restoration only when the pavement is included in the City's five year project plan.

PERFORMANCE AND RESTORATION BOND: A performance bond or letter of credit posted to ensure the availability of sufficient funds to assure that all obligations pursuant to this Chapter, including, but not limited to, right-of-way excavation and obstruction work is timely and properly completed.

PERMITTEE: Any person to whom a permit to excavate or obstruct a right of way has been granted by the City under this Chapter.

PERSON: Any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

PROBATION: The status of a person that has not complied with the conditions of this Chapter.

PROBATIONARY PERIOD: One year from the date that a person has been notified in writing that they have been put on probation.

REGISTRANT: Any person who: a) has or seeks to have its equipment or facilities located in any right of way, or b) in any way occupies or uses, or seeks to occupy or use, the right of way or any equipment in the right of way.

RESTORATION COST: An amount of money paid to the City by a permittee to achieve the level of restoration according to plates 1 to 13 of PUC rules.

RESTORE OR RESTORATION: The process by which a right of way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

RIGHT OF WAY: The surface and space above and below a public roadway, highway, street, cartway, bicycle and public sidewalk in which the City has an interest, including County and State rights-of-way and other dedicated rights of way for travel purposes, utility easements alongside and rear lot lines paralleling and adjacent to public roadway, except those along front lot lines- and any other real property owned by or under the control of the City.

RIGHT-OF-WAY PERMIT: Either the excavation permit or the obstruction permit, or both, depending on the context, required by this Chapter.

SERVICE OR UTILITY SERVICE: Includes, but is not limited to: a) those services provided by a public utility as defined in Minnesota Statutes section 216B.02, subdivisions 4 and 6; b) telecommunications, pipeline, community antenna television, fire and alarm communications, water, electricity, light, heat, cooling energy, or power services; c) the services provided by a corporation organized for the purposes set forth in Minnesota Statutes section 300.03; d) the services provided by a district heating or cooling system; and e) cable communications systems as defined in Minnesota Statutes chapter 238; and f) a telecommunications right-of-way user as defined below; and g) water and sewer, including service laterals, steam, cooling or heating services. (Ord. 1333, 3-13-2006)

SERVICE LATERAL: means an underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer's premises. (Ord. 1333, 3-13-2006)

SMALL WIRELESS FACILITY: a wireless facility owned and operated by an approved

telecommunications right-of-way user that meets both of the following qualifications:

- (i) each antenna is located inside an enclosure of no more than six cubic feet in volume or could fit within such an enclosure; and
- (ii) all other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, in an enclosure no more than 28 cubic feet in volume or enclosures totaling 28 cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

SUPPLEMENTARY APPLICATION: An application made to excavate or obstruct more of the right of way than allowed in, or to extend, a permit that had already been issued.

TELECOMMUNICATIONS RIGHT-OF-WAY USER: An ~~person owning~~ entity, which directly provides and offers wireless service to the general public, owning or controlling a facility in the right of way, or seeking to own or control a facility in the public right of way that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this Chapter, a cable communication system defined and regulated under Minnesota Statutes chapter 238, and telecommunication activities related to providing natural gas or electric energy services are not included in this definition, except to the extent such entity is offering wireless service telecommunications right-of-way users for purposes of this Chapter. This definition shall not be inconsistent with Minn. Stats. § 237.162, subd. 4.

UNUSABLE FACILITIES: Facilities in the right of way which have remained unused for one year and for which the registrant is unable to provide proof that it has either a plan to begin using it within the next twelve months or a potential purchaser or user of the equipment. (Ord. 1209, 8-24-1998)

UTILITY POLE: a pole that is used in whole or in part to facilitate telecommunications or electric service.

WIRELINE BACKHAUL FACILITY: a facility used to transport communications data by wire from a wireless facility to a communications network.

WIRELESS FACILITY: equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network. Including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna.

WIRELESS SERVICE: any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934 as amended, including cable service.

WIRELESS SUPPORT STRUCTURE: a new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city.

707.03 : ADMINISTRATION:

The Director is the principal City official responsible for the administration of the rights of way, right-of-way permits, and the ordinances related thereto. The Director may delegate any or all of the duties hereunder. (Ord. 1209, 8-24-1998)

707.04 : UTILITY COORDINATION COMMITTEE:

The City may create a Utility Coordination Committee. If created, this Committee shall be voluntary and advisory to the Director. It will be composed of any registrants that wish to

assist the City in obtaining information and by making recommendations regarding use of the rights of way, and to improve the process of performing construction work therein. The Director may determine the size of such Committee and shall appoint members from a list of registrants that have expressed a desire to assist the City. (Ord. 1209, 8-24-1998)

707.05 : REGISTRATION AND RIGHT-OF-WAY OCCUPANCY:

- A. Registration: Each person who occupies, uses, or seeks to occupy or use the right of way or place any equipment in the right of way, including persons with installation and maintenance responsibilities by lease, sublease or assignment, must register with the Director. Registration will consist of providing application information, paying a registration fee, and posting a performance and restoration bond or other security acceptable to the Director.
- The performance and restoration bond required in this Section and in subsections 707.09B, 707.12B2, and 707.30A2c of this Chapter shall be in an amount determined in the Director's sole discretion, sufficient to serve as security for the full and complete performance of the obligations under this Chapter, including any costs, expenses, damages, or loss the City pays or incurs because of any failure to comply with this Chapter or any other applicable laws, regulations or standards. During periods of construction, repair or restoration of rights of way or equipment in rights of way, the performance and restoration bond shall be in an amount sufficient to cover one 100% of the estimated cost of such work, as documented by the person proposing to perform such work, or in such lesser amount as may be determined by the Director, taking into account the amount of equipment in the right of way, the location and method of installation of the equipment, the conflict or interference of such equipment with the equipment of other persons, and the purposes and policies of this Chapter. 60 days after completion of the work, the performance and restoration bond may be reduced in the sole discretion of the Director.
- B. Registration Prior to Work: No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right of way without first being registered with the Director.
- C. Exceptions: Nothing herein shall be construed to repeal or amend the provisions of a City ordinance permitting persons to plant or maintain boulevard plantings or gardens in the area of the right of way between their property and the street curb. Persons planting or maintaining boulevard plantings or gardens shall not be deemed to use or occupy the right of way, and shall not be required to obtain any permits or satisfy any other requirements for planting or maintaining such boulevard plantings or gardens under this Chapter. However, nothing herein relieves a person from complying with the provisions of the Minnesota Statutes chapter 216D, "One Call" law. (Ord. 1209, 8-24-1998)

707.06 : REGISTRATION INFORMATION:

- A. Information Required: The information provided to the Director at the time of registration shall include, but not be limited to:
1. Each registrant's name, Gopher One-Call registration certificate number, addresses and e-mail address if applicable, and telephone and facsimile numbers.
 2. The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.
 3. A certificate of insurance or self-insurance:
 - a. Verifying that an insurance policy has been issued to the registrant by an insurance company licensed to do business in the State, or a form of self-insurance acceptable to the Director;
 - b. Verifying that the registrant is insured against claims for personal injury, including

death, as well as claims for property damage arising out of the: 1) use and occupancy of the right of way by the registrant, its officers, agents, employees and permittees, and 2) placement and use of facilities in the right of way by the registrant, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground equipment and collapse of property;

c. Naming the City as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;

d. Requiring that the Director be notified 30 days in advance of cancellation of the policy or material modification of a coverage term; and

e. Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the Director in amounts sufficient to protect the City and the public and to carry out the purposes and policies of this Chapter.

4. The City may require a copy of the actual insurance policies.

5. If the person is a corporation, a copy of the certificate required to be filed under Minnesota Statutes section 300.06 as recorded and certified to by the Secretary of State.

6. A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other authorization or approval from the applicable State or Federal agency, where the person is lawfully required to have such authorization or approval certificate from said Commission or other State or Federal agency. Persons seeking to install wireless support structure in the public right-of-way shall provide evidence, subject to the review and approval of the city, of authority to act on behalf of a wireless service provider.

7. Such other information as the City may require.

B. Notice of Changes: The registrant shall keep all of the information listed above current at all times by providing to the Director information as to changes within 15 days following the date on which the registrant has knowledge of any change. (Ord. 1209, 8-24-1998)

707.07 : REPORTING OBLIGATIONS:

A. Operations: Each registrant shall, at the time of registration and by December 1 of each year, file a construction and major maintenance plan for underground facilities with the Director. Such plan shall be submitted using a format designated by the Director and shall contain the information determined by the Director to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions of rights of way.

The plan shall include, but not be limited to, the following information:

1. The locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year (in this Section, a "next-year project"); and
2. The tentative locations and estimated beginning and ending dates for all projects contemplated for the five years following the next calendar year (in this Section, a "five-year project").

The term "project" in this Section shall include both next-year projects and five-year projects.

By January 1 of each year the Director will have available for inspection in this Director's office a composite list of all projects of which the Director has been informed in the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list.

Thereafter, by February 1, each registrant may change any project in its list of next-year projects, and must notify the Director and all other registrants of all such changes in said list. Notwithstanding the foregoing, a registrant may at any time join in a next-year

project of another registrant listed by the other registrant.

- B. Additional Next-Year Projects: Notwithstanding the foregoing, the Director will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the City if the registrant has used commercially reasonable efforts to anticipate and plan for the project. (Ord. 1209, 8-24-1998)

707.08 : PERMIT REQUIREMENT:

- A. Permit Required: Except as otherwise provided in this Code, no person may obstruct or excavate any right of way or install or place in the right-of-way without first having obtained the appropriate right-of-way permit from the Director to do so.
1. Excavation Permit: An excavation permit is required by a registrant to excavate that part of the right of way described in such permit and to hinder free and open passage over the specified portion of the right of way by placing facilities described therein, to the extent and for the duration specified therein.
2. Obstruction Permit: An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of right of way by placing equipment described therein on the right of way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.
- 2.3. Small-wireless facility permit. A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion of the right-of-way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.
- B. Permit Extensions: No person may excavate or obstruct the right of way beyond the date or dates specified in the permit unless such person: 1) makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and 2) a new permit or permit extension is granted.
- C. Delay Penalty: Notwithstanding subsection B of this Section, the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City Council resolution.
- D. Permit Display: Permits issued under this Chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the Director. (Ord. 1209, 8-24-1998)

707.09 : PERMIT APPLICATIONS:

- A. General Requirements: Application for a permit is made to the Director. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:
1. Registration with the Director pursuant to this Chapter;
2. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities;
3. Payment of all money due to the City for:
- a. Permit fees, estimated restoration costs and other management costs;
- b. Prior obstructions or excavations;
- c. Any undisputed loss, damage, or expense suffered by the City because of applicant's prior excavations or obstructions of the rights of way or any emergency actions taken by the City;
- d. Franchise or user fees, if applicable.
4. Payment of disputed amounts due the City by posting security or depositing in an escrow account an amount equal to at least 110% of the amount owing

- 366 B. Additional Equipment: When an excavation permit is requested for purposes of
367 installing additional equipment, and the performance and restoration bond presently
368 existing is insufficient with respect to the additional equipment, in the sole discretion of
369 the Director, the posting of an additional performance and restoration bond for the
370 additional equipment may be required in accordance with subsection 707.05A of this
371 Chapter. (Ord. 1209, 8-24-1998)

372 **707.10 : ISSUANCE OF PERMIT; CONDITIONS:**

373 A. Permit Issuance: If the applicant has satisfied the requirements of this Chapter, the
374 Director shall issue a permit.

- 375 • Action on small wireless facility permit applications.
 - 376 • Deadline for action. The city shall approve or deny a small
377 wireless facility permit application within 90 days after filing of
378 such application. The small wireless facility permit and any
379 associated building permit application, shall be deemed
380 approved if the city fails to approve or deny the application
381 within the review periods established in this section.
 - 382 • Consolidated applications. An applicant may file a consolidated
383 small wireless facility permit application addressing the
384 proposed collocation of up to 15 small wireless facilities, or a
385 greater number if agreed to by a local government unit,
386 provided that all small wireless facilities in the application:
 - 387 • are located within a two-mile radius;
 - 388 • consist of substantially similar equipment; and
 - 389 • are to be placed on similar types of wireless support
390 structures.
 - 391 • In rendering a decision on a consolidated permit application,
392 the city may approve some small wireless facilities and deny
393 others, but may not use denial of one or more permits as a basis
394 to deny all small wireless facilities in the application.
 - 395 • Tolling of deadline. The 90-day deadline for action on a small
396 wireless facility permit application may be tolled if:
 - 397 • The city receives applications from one or more
398 applicants seeking approval of permits for more than
399 30 small wireless facilities within a seven-day period.
400 In such case, the city may extend the deadline for all
401 such applications by 30 days by informing the affected
402 applicants in writing of such extension.
 - 403 • The applicant fails to submit all required documents or
404 information and the city provides written notice of
405 incompleteness to the applicant within 30 days of
406 receipt the application. Upon submission of additional
407 documents or information, the city shall have ten days
408 to notify the applicant in writing of any still-missing
409 information.
- 410 A. • The city and a small wireless facility applicant agree in writing
411 to toll the review period.

412 B. Conditions: The Director may impose reasonable conditions upon the issuance of the
413 permit and the performance of the applicant thereunder to protect the public health,
414 safety and welfare or when necessary to protect the right of way and its current use.
415 (Ord. 1209, 8-24-1998)

416 C. Small Wireless Facility Conditions. In addition to other conditions of section 28-103. the
417 erection or installation of a wireless support structure, the collocation of a small wireless
418 facility, or other installation of a small wireless facility in the right-of-way, shall be
419 subject to the following conditions:

420 A small wireless facility shall only be installed under those attachment
421 specifications and at the height indicated in the detail plans attached to the
422 approved permit. Permittee may not change the number, kind or location of
423 attachments authorized under a permit without the prior written consent of the
424 city. Any expansion shall require a new permit.

425 A permittee shall have the authority to act on behalf of a wireless service
426 provider and provide evidence of the same, subject to the review and approval
427 of the city, upon demand of the city.

428 City shall retain exclusive and priority use of city infrastructure used for
429 collocation. The city retains complete discretion as to use of city
430 infrastructure, including requests for collocation or modification, except as
431 pursuant to State or Federal laws. This chapter does not require the city to
432 replace, upgrade, or alter existing city infrastructure for collocation. Where
433 an applicant proposes to replace a wireless support structure, the city may
434 impose reasonable restocking, replacement, or relocation requirements on
435 the replacement of such structure. At the time of issuance of permit, permittee
436 shall enter into a collocation agreement as required by Section 28- 103(e).
437 City retains the right to remove any attachment if necessary to protect public
438 safety or prevent imminent damage to city infrastructure.
439

440 Wireless facility shall be removed or relocated at permittee's sole expense and
441 in timely manner pursuant to written city request. Small wireless facility permit
442 shall be automatically terminated and wireless support structure removed should
443 the wireless facility not be continuously operated and maintained for a period of
444 six months. Permittee may not transfer, assign, or convey small wireless facility
445 permit without the consent of city.
446

447 No wireless support structure installed within the right-of-way following
448 ~~Marchy 172~~, 20187 shall exceed 50 feet in height without the city's written
449 authorization, provided that the city may impose a lower height limit in the
450 applicable permit to protect the public health, safety and welfare or to protect
451 the right-of-way and its current use, and further provided that a registrant may
452 replace an existing wireless support structure exceeding 50 feet in height with
453 a structure of the same height subject to such conditions or requirements as
454 may be imposed in the applicable permit.
455

456 Wireless support structure installed within the right-of-way after ~~Marchy 172~~,
457 20187 shall be self-supporting, non-wood monopole having maximum base
458 diameter of 12" and be designed for small wireless facility, wind, snow, ice
459 and other loading requirements: shall discourage climbing; and shall blend
460 into the surrounding environment through black, bronze, gray or white color
461 or other architectural treatment. Wireless support structure shall be designed
462 to house communication cables and electrical wires inside of the monopole,

except wireless support structure or utility pole existing prior to May 18, 2017, in which case cable and wire shall be black or white coated and attached to wireless support structure using similar coated bands or fasteners.

No wireless facility may extend more than 10 feet above its wireless support structure, and shall not exceed a total height of 50 feet without the city's written authorization. Small wireless facility antennas and associated equipment shall be mounted flush to the wireless support structure or utility pole so that the antenna(s) and associated equipment do not extend outward thereof by more than 12 inches, except for industrial zone where antenna(s) and associated equipment shall not extend outward from the wireless support structure more than 24 inches.

Where an applicant proposes to install a wireless support structure in the right-of-way, the city may impose reasonable separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way that shall not be less than 150 feet of separation between structures. Wireless support structures shall be located no closer than 10 feet from city hydrants, valves, manholes and other utility fixture or appurtenance: shall be setback a minimum of 3 feet from back of curb and sidewalks or trails: and shall not be located within roadway clear zone area.

Ground equipment associated with small wireless facility shall be located to the backside of any sidewalk or trail, shall be setback a minimum of 3 feet from back of curb and sidewalk or trail, and shall not be located within the boulevard sight distance triangle of intersecting streets unless the height satisfies the limitations thereof. Ground equipment shall be separated from the nearest telecommunications ground equipment on the same block by a minimum of 330 feet, except if the ground equipment be collocated within the same area as other wireless service provider and having a combined total size of less than 28 cubic feet.

The small wireless facility shall not be connected to any aboveground power or communications cables, except where such facilities exist in the surrounding environment prior to May 18, 2017. No small wireless facility or wireless support structure or utility pole shall have affixed to it any signs, banners, or placards {except one sign of ten square inches or less identifying the monopole manufacturer or wireless service provider), nor shall any lights, reflectors, flashers or other illuminating device be affixed except as required by FAA or FCC.

Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.

Small wireless facility permittee shall provide City advance notice of any work obstructing street, bicycle or pedestrian traffic, and shall perform all work in a manner that is minimally disruptive to traffic. Small wireless facility permittee shall comply with Minnesota Manual for Uniform Traffic Control at all times during installation, maintenance, and removal of small wireless facility and/or wireless support structure.

Wireless facilities shall be placed in appropriate portions of the right-of-way so as to minimize conflict with city infrastructure and other authorized facilities. Separate application shall be made for buried cable for small wireless facility backhaul communications. Buried cable for backhaul communications purposes shall be joint trench or collocated in multi-duct conduit when practicable. The city shall retain exclusive use of city conduit.

B.

D. Small wireless facility agreement. A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city. The standard collocation agreement may require payment of the following:

Up to \$150 per year for rent to collocate on the city structure.

\$25 per year for maintenance associated with the collocation:

A monthly fee for electrical service as follows:

\$73 per radio node less than or equal to 100 maximum watts:

\$182 per radio node over 100 maximum watts: or

The actual costs of electricity, if the actual cost exceed the foregoing.

The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the city and applicant. The collocation agreement shall provide for, among other things, that: (i) permittee does not gain right, title or interest in city owned infrastructure; (ii) collocated small wireless facility and services shall not interfere with public safety or public utility communications; (iii) city shall have right to shut off power to small wireless facility to perform maintenance work on city infrastructure, after providing reasonable advance notice to the wireless service provider; (iv) city makes no guarantee as to the condition of any wireless support structure with regard to applicant's use; (v) small wireless facility shall not obstruct light emanating from street lighting infrastructure used for collocation; and (vi) permittee shall be solely responsible for to maintain the small wireless facility in good and safe condition, and shall annually inspect mounting brackets to ensure they are securely attached to city infrastructure and not causing damage or premature depreciation of the asset

C.E. By accepting a permit, telecommunications right-of-way user agrees on behalf of itself and its affiliates, successors and assigns that it will not provide video programming (including, but not limited to, programming delivered using internet protocol) over its facilities located within the rights-of-way to subscribers within the City without first obtaining a cable franchise or an open video system franchise from the City. (Ord. 1333, 03-13-2006)

707.11 : PERMIT FEES:

A. Excavation Permit Fee: The excavation permit fee as established by the City Fee

Schedule in Section 314.05, is an amount sufficient to recover the following costs:

1. The City cost;

2. Degradation cost, if applicable.

B. Obstruction Permit Fee: The obstruction permit fee shall be established by the City Council and shall be in an amount sufficient to recover the City cost.

C. Payment of Permit Fees: No excavation permit or obstruction permit shall be issued without payment of excavation or obstruction fees. The City may allow the applicant to pay such fees within 30 days of billing.

D. Nonrefundable: Permit fees that were paid for a permit that the Director has revoked for a breach as stated in Section 707.21 of this Chapter are not refundable. (Ord. 1209, 8-24-1998)

707.12 : RIGHT-OF-WAY REPAIR AND RESTORATION:

A. Timing: The work to be done under the excavation permit, and the patching and restoration of the right of way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of extraordinary circumstances beyond the control of the permittee, as determined by the Director, or when work was prohibited as unseasonal or unreasonable under Section 707.15 of this Chapter.

B. Patch and Restoration: Permittee shall patch its own work. The City may choose either to have the permittee restore the right of way or to restore the right of way itself.

1. City Restoration: If the City restores the right-of-way, permittee shall pay the costs thereof within 30 days of billing. If, during the 36 months following such restoration, the pavement settles due to permittee's improper backfilling, the permittee shall pay to the City, within 30 days of billing, all costs associated with having to correct the defective work.

2. Permittee Restoration: If the permittee restores the right of way itself, it shall at the time of application for an excavation permit, if the Director determines additional security is necessary, post an additional performance and restoration bond in an amount determined by the Director to be sufficient to cover the cost of restoration. If, 36 months after completion of the restoration of the right of way, the Director determines that the right of way has been properly restored, the surety on the performance and restoration bond posted pursuant to this subsection shall be released.

C. Standards: The permittee shall perform patching and restoration according to the standards and with the materials specified by the Director. The Director shall have the authority to prescribe the manner and extent of the restoration, and may do so in written procedures of general application or on a case-by-case basis. The Director in exercising this authority shall be guided by the following considerations:

1. The number, size, depth and duration of the excavations, disruptions or damage to the right of way;

2. The traffic volume carried by the right of way; the character of the neighborhood surrounding the right of way;

3. The pre-excavation condition of the right of way; the remaining life expectancy of the right of way affected by the excavation;

4. Whether the relative cost of the method of restoration to the permittee is in reasonable balance with the prevention of an accelerated depreciation of the right of way that would otherwise result from the excavation, disturbance or damage to the right of way; and

5. The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right of way that would otherwise take place.

D. Guarantees: By choosing to restore the right of way itself, the permittee guarantees its work and shall maintain it for 36 months following its completion. During this 36 month period it shall, upon notification from the Director, correct all restoration work to

the extent necessary, using the method required by the Director. Said work shall be completed within five calendar days of the receipt of the notice from the Director, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under Section 707.15 of this Chapter.

- E. Failure to Restore: If the permittee fails to restore the right of way in the manner and to the condition required by the Director, or fails to satisfactorily and timely complete all restoration required by the Director, the Director at its option may do such work. In that event the permittee shall pay to the City, within 30 days of billing, the cost of restoring the right of way. If permittee fails to pay as required, the City may exercise its rights under the restoration bond.
- F. Degradation Fee In Lieu of Restoration: In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for patching, and the degradation fee shall not include the cost to accomplish these responsibilities. (Ord. 1209, 8-24-1998)

707.13 : JOINT APPLICATIONS:

- A. Joint Application: Registrants may jointly apply for permits to excavate or obstruct the right of way at the same place and time.
- B. With City Projects: Registrants who join in a scheduled obstruction or excavation performed by the Director, whether or not it is a joint application by two or more registrants or a single application, may not be required to pay some or all of the obstruction and degradation portions of the permit fee, in the sole discretion of the Director.
- C. Shared Fees: Registrants who apply for permits for the same obstruction or excavation, which the Director does not perform, may share in the payment of the obstruction or excavation permit fee. Registrants must agree among themselves as to the portion each will pay and indicate the same on their applications. (Ord. 1209, 8-24-1998)

707.14 : SUPPLEMENTARY APPLICATIONS:

- A. Limitation On Area: A right-of-way permit is valid only for the area of the right of way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must, before working in that greater area: 1) make application for a permit extension and pay any additional fees required thereby, and 2) be granted a new permit or permit extension.
- B. Limitation On Dates: A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be done before the permit end date. (Ord. 1209, 8-24-1998)

707.15 : OTHER OBLIGATIONS:

- A. Compliance With Other Laws: Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the City or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, State and Federal laws, including but not limited to Minnesota Statutes sections 216D.01 through 216D.09 ("Gopher One Call Excavation Notice System") and Minnesota Rules Chapter 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and

666 regulations, and is responsible for all work done in the right of way pursuant to its
667 permit, regardless of who performs the work. (Ord. 1333, 3-13-2006)

- 668 B. Prohibited Work: Except in an emergency, and with the approval of the Director, no
669 right-of-way obstruction or excavation may be done when seasonally prohibited or
670 when conditions are unreasonable for such work.
- 671 C. Interference With Right of Way: A permittee shall not so obstruct a right of way that the
672 natural free and clear passage of water through the gutters or other waterways shall be
673 interfered with. Private vehicles of those doing work in the right of way may not be
674 parked within or next to a permit area, unless parked in conformance with City parking
675 regulations. The loading or unloading of trucks must be done solely within the defined
676 permit area unless specifically authorized by the permit.
- 677 D. Screening: A permittee placing a utility cabinet or other structure on any boulevard or
678 other right-of-way area shall be required to provide visual screening of the structure
679 with appropriate landscaping, as determined by the Director. (Ord. 1209, 8-24-1998)
- 680 E. Trenchless Excavation: As a condition of all applicable permits, permittees employing
681 trenchless excavation methods, including but not limited to Horizontal Directional
682 Drilling, shall follow all requirements set forth in Minnesota Statutes, Chapter 216D
683 and Minnesota Rules Chapter 7560, and shall require potholing or open cutting over
684 existing underground utilities before excavating, as determined by the Director. (Ord.
685 1333, 03-13-2006)

686 **707.16 : DENIAL OF PERMIT:**

687 The Director may deny a permit for failure to meet the requirements and conditions of this
688 Chapter or if the Director determines that the denial is necessary to protect the public health,
689 safety and welfare or when necessary to protect the right of way and its current use. (Ord.
690 1209, 8-24-1998)

691 **707.17 : INSTALLATION REQUIREMENTS:**

692 The excavation, backfilling, patching and restoration, and all other work performed in the
693 right-of-way shall be done in conformance with Engineering Standards adopted by the PUC
694 or other applicable local requirements, insofar as they are not inconsistent with the PUC
695 rules and Minnesota Statutes, Sections 237.162 and 237.163. Installation of Service Laterals
696 shall be performed in accordance with Minnesota Rules Chapter 7560 and these ordinances.
697 Service Lateral installation is further subject to those requirements and conditions set forth
698 by the City in the applicable permits and/or agreements referenced in Section 707.22
699 paragraph B. of this Ordinance. (Ord. 1209, 8-24-1998); (Ord. 1333, 03-13-2006)

700 **707.18 : INSPECTION:**

- 701 A. Notice of Completion: When the work under any permit hereunder is completed, the
702 permittee shall furnish a completion certificate in accordance with PUC rules.
- 703 B. Site Inspection: Permittee shall make the work site available to the Director and to all
704 others as authorized by law for inspection at all reasonable times during the execution
705 of and upon completion of the work.
- 706 C. Authority of Director:
- 707 1. At the time of inspection the Director may order the immediate cessation of any work
708 which poses a serious threat to the life, health, safety or well-being of the public.
- 709 2. The Director may issue an order to the permittee for any work which does not
710 conform to the terms of the permit or other applicable standards, conditions or codes.
711 The order shall state that failure to correct the violation will be cause for revocation of
712 the permit. Within ten days after issuance of the order, the permittee shall present proof
713 to the Director that the violation has been corrected. If such proof has not been
714 presented within the required time, the Director may revoke the permit pursuant to
715 Section 707.21 of this Chapter. (Ord. 1209, 8-24-1998)

707.19 : WORK DONE WITHOUT A PERMIT:

- A. Emergency Situations: Each registrant shall immediately notify the Director of any event regarding its facilities which it considers to be an emergency. Excavators' notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency the registrant shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this Chapter for the actions it took in response to the emergency. If the Director becomes aware of an emergency regarding a registrant's facilities, the Director may attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the Director may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency. (Ord. 1333, 03-13-2006)
- Non-emergency Situations: Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right of way must subsequently obtain a permit, and as a penalty pay double the normal fee for said permit, pay double all the other fees required by the Legislative Code, deposit with the Director the fees necessary to correct any damage to the right of way and comply with all of the requirements of this Chapter. (Ord. 1209, 8-24-1998)

707.20 : SUPPLEMENTARY NOTIFICATION:

If the obstruction or excavation of the right of way begins later or ends sooner than the date given on the permit, permittee shall notify the Director of the accurate information as soon as this information is known. (Ord. 1209, 8-24-1998)

707.21 : REVOCATION OF PERMITS:

- A. Substantial Breach: The City reserves its right, as provided herein, to revoke any right-of-way permit, without a fee refund, if there is a substantial breach of the terms and conditions, of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:
1. The violation of any material provision of the right-of-way permit;
 2. An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
 3. Any material misrepresentation of fact in the application for a right-of-way permit;
 4. The failure to maintain the required bonds and/or insurance;
 5. The failure to complete the work in a timely manner; unless a permit extension is obtained or unless the failure to complete the work is due to reasons beyond the permittee's control; or
 6. The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued pursuant to Section 707.18 of this Chapter.
- B. Written Notice of Breach: If the Director determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit, the Director shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the Director, at his or her discretion, to place additional or revised conditions on the permit.
- C. Response to Notice of Breach: Within 24 hours of receiving notification of the breach, permittee shall contact the Director with a plan, acceptable to the Director, that will cure the breach. Permittee's failure to so contact the Director, or the permittee's failure to

submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall be cause for immediate revocation of the permit. Further, permittee's failure to so contact the Director, or the permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall automatically place the permittee on probation for one full year.

- D. Cause For Probation: From time to time, the Director may establish a list of conditions of the permit, which if breached will automatically place the permittee on probation for one full year, such as, but not limited to, working out of the allotted time period or working on right of way grossly outside of the permit authorization.
- E. Automatic Revocation: If a permittee, while on probation, commits a breach as outlined above, permittee's permit will automatically be revoked and permittee will not be allowed further permits for one full year, except for emergency repairs, or as allowed in writing by the Director.
- F. Reimbursement of City Costs: If a permit is revoked, the permittee shall also reimburse the City for the City's reasonable costs, including restoration costs and the costs of collection and reasonable attorney fees incurred in connection with such revocation. (Ord. 1209, 8-24-1998)

707.22 : MAPPING DATA:

- A. Rule: Each registrant and permittee shall provide mapping information in a form required by the City in accordance with Minnesota Rules 7819.4000 and 7819.4100. Within 90 days following completion of any work pursuant to a permit, the permittee shall provide the Director accurate maps and drawings certifying the "as-built" location of all equipment installed, owned and maintained by the permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided consistent with the City's electronic mapping system when practical or as a condition imposed by the Director. Failure to provide maps and drawings pursuant to this Subsection shall be grounds for revoking the permit holder's registration. (Ord. 1333, 3-13-2006)
- B. Service Laterals: All permits issued for the installation or repair of Service Laterals, other than minor repairs as defined in Minnesota Rules 7560.0150 subpart 2, shall require the Permittee's use of appropriate means of establishing the horizontal locations of installed Service Laterals, and the Service Lateral vertical locations in those cases where the Director reasonably requires it. Permittees or their subcontractors shall submit to the Director evidence satisfactory to the Director of the installed Service Lateral locations. Compliance with this subdivision 2 and with applicable Gopher State One Call law and Minnesota Rules governing Service Laterals installed after December 31, 2005, shall be a condition of any City approval necessary for 1) payments to contractors working on a public improvement project including those under Minnesota Statutes, Chapter 429, and 2) City approval of performance under development agreements, or other subdivision or site plan approval under Minnesota Statutes, Chapter 462. The Director shall reasonably determine the appropriate method of providing such information to the City. Failure to provide prompt and accurate information on the Service Laterals installed may result in the revocation of the permit issued for the work or for future permits to the offending Permittee or its subcontractors. (Ord. 1209, 8-24-1998); (Ord. 1333, 03-13-2006)

707.23 : LOCATION OF FACILITIES:

- A. Undergrounding: to the extent not inconsistent with applicable law or regulation, or unless otherwise permitted by an existing franchise or Minnesota Statutes section 216B.34, or unless existing aboveground facilities are repaired or replaced, new construction and the installation of new facilities and replacement of old underground facilities shall be done underground or contained within buildings or other structures in

conformity with applicable codes, if required by the Director.

- B. Corridors: The Director may assign specific corridors within the right of way, or any particular segment thereof as may be necessary, for each type of equipment that is or; pursuant to current technology, the Director expects will someday be located within the right of way. All excavation, obstruction, or other permits issued by the Director involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.

Any registrant who has facilities in the right of way in a position at variance with the corridors established by the Director shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right of way, unless this requirement is waived by the Director for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the registrant.

- C. Nuisance: One year after the passage of this Chapter, any facilities found in a right of way that has not been registered shall be deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance or taking possession of the facilities and restoring the right of way to a useable condition.
- D. Limitation of Space: to protect health, safety, and welfare or when necessary to protect the right of way and its current use, the Director shall have the power to prohibit or limit the placement of new or additional facilities within the right of way. In making such decisions, the Director shall strive to the extent possible to accommodate all existing and potential users of the right of way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right of way, the time of year with respect to essential utilities, the protection of existing facilities in the right of way, and future City plans for public improvements and development projects which have been determined to be in the public interest. (Ord. 1209, 8-24-1998)

707.24 : RELOCATION OF FACILITIES:

A registrant must promptly and at its own expense, with due regard for seasonal working conditions, permanently remove and relocate its facilities in the right of way whenever the Director for good cause requests such removal and relocation, and shall restore the right of way to the same condition it was in prior to said removal or relocation. The Director may make such request to prevent interference by the company's equipment or facilities with: a) a present or future City use of the right of way, b) a public improvement undertaken by the City, c) an economic development project in which the City has an interest or investment, d) when the public health, safety and welfare require it, or e) when necessary to prevent interference with the safety and convenience of ordinary travel over the right of way. Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from any right of way which has been vacated in favor of a nongovernmental entity unless and until the reasonable costs thereof are first paid to the person therefore. (Ord. 1209, 8-24-1998)

707.25 : PREEXCAVATION FACILITIES LOCATION:

In addition to complying with the requirements of Minnesota Statutes sections 216D.01 through 216D.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall mark the horizontal and approximate vertical placement of all said facilities. Any registrant whose facilities are less than 20 inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its equipment and the best procedure for excavation. (Ord. 1209, 8-24-1998)

707.26 : DAMAGE TO OTHER FACILITIES:

When the Director does work in the right of way and finds it necessary to maintain, support, or move a registrant's facilities to protect it, the Director shall notify the local representative as early as is reasonably possible. The costs associated therewith will be billed to that registrant and must be paid within 30 days from the date of billing.

Each registrant shall be responsible for the cost of repairing any equipment in the right of way which it or its facilities damages. Each registrant shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the City's response to an emergency occasioned by that registrant's facilities. (Ord. 1209, 8-24-1998)

707.27 : RIGHT-OF-WAY VACATION:

- A. Reservation of right: If the City vacates a right of way which contains the facilities of a registrant, and if the vacation does not require the relocation of registrant's or permittee's facilities, the City shall reserve, to and for itself and all registrants having facilities in the vacated right of way, the right to install, maintain and operate any facilities in the vacated right of way and to enter upon such right of way at any time for the purpose of reconstructing, inspecting, maintaining or repairing the same.
- B. Relocation of Facilities: If the vacation requires the relocation of registrant's or permittee's facilities; and: 1) if the vacation proceedings are initiated by the registrant or permittee, the registrant or permittee must pay the relocation costs; or 2) if the vacation proceedings are initiated by the City, the registrant or permittee must pay the relocation costs unless otherwise agreed to by the City and the registrant or permittee; or 3) if the vacation proceedings are initiated by a person or persons other than the registrant or permittee, such other person or persons must pay the relocation costs. (Ord. 1209, 8-24-1998)

707.28 : INDEMNIFICATION AND LIABILITY:

By registering with the Director, or by accepting a permit under this Chapter, a registrant or permittee agrees as follows:

- A. Limitation of Liability: By reason of the acceptance of a registration or the grant of a right-of-way permit, the City does not assume any liability: 1) for injuries to persons, damage to property, or loss of service claims by parties other than the registrant or the City, or 2) for claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of facilities by registrants or activities of registrants.
- B. Indemnification: A registrant or permittee shall indemnify, keep, and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the issuance of permits or by the construction, maintenance, repair, inspection, or operation of registrant's or permittee's facilities located in the right of way.

The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the local government unit's negligence as to the issuance of permits or inspections to ensure permit compliance. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts that the registrant or permittee reasonably believes will cause injury or damage, and the performance is nevertheless ordered or directed by the City after receiving notice of the registrant's or permittee's determination.
- C. Defense: If a suit brought against the City under circumstances where the registrant or permittee is required to indemnify, the registrant or permittee, at its sole cost and expense, shall defend the City in the suit if written notice of the suit is promptly given to the registrant or permittee within a period in which the registrant or permittee is not prejudiced by the lack or delay of notice.

If the registrant or permittee is required to indemnify and defend, it shall thereafter have

control of the litigation, but the registrant or permittee may not settle the litigation without the consent of the City. Consent will not be unreasonably withheld. This part is not, as to third parties, a waiver of any defense, immunity, or damage limitation otherwise available to the City. In defending an action on behalf of the City, the registrant or permittee is entitled to assert in an action every defense, immunity, or damage limitation that the City could assert in its own behalf. (Ord. 1209, 8-24-1998)

707.29 : APPEAL:

- A. A right-of-way user that: 1) has been denied registration; 2) has been denied a permit; 3) has had permit revoked; or 4) believes that the fees imposed are not in conformity with Minn. Stat. 237.163, Subd. 6; or 5) disputes a determination of the Director regarding Section 707.23 Subd. 2 of this Ordinance, may have the denial, revocation, or fee imposition reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting. A decision by the City Council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision. (Ord. 1333, 3-13-2006)
- B. Upon affirmation by the City Council of the denial, revocation, or fee imposition, the right-of-way user shall have the right to have the matter resolved by binding arbitration. Binding arbitration must be before an arbitrator agreed to by both the City Council and right-of-way user. If the parties cannot agree on an arbitrator, the matter must be resolved by a three (3) person arbitration panel made up of one arbitrator selected by the City, one arbitrator selected by the right-of-way user and one selected by the other two (2) arbitrators. The costs and fees of the single arbitrator shall be borne equally by the City and right-of-way user. In the event there is a third arbitrator, each party shall bear the expense of its own arbitrator and shall jointly and equally bear with the other party the expense of the third arbitrator and of the arbitration. (Ord. 1209, 8-24-1998)

707.30 : ABANDONED AND UNUSABLE FACILITIES:

- A. Discontinued Operations: A registrant who has determined to discontinue its operations in the City must either:
 - 1. Provide information satisfactory to the Director that the registrant's obligations for its facilities in the right of way under this Chapter have been lawfully assumed by another registrant; or
 - 2. Submit to the Director a proposal and instruments for transferring ownership of its facilities to the City. If a registrant proceeds under this clause, the City may, at its option:
 - a. Purchase the facilities; or
 - b. Require the registrant, at its own expense, to remove it; or
 - c. Require the registrant to post an additional bond or an increased bond amount sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the facilities.
- B. Abandoned Facilities: Facilities of a registrant who fails to comply with subsection A of this Section, and which, for two years, remains unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to: 1) abating the nuisance, 2) taking possession of the facilities and restoring them to a usable condition, or 3) requiring removal of the facilities by the registrant, or the registrant's successor in interest.
- C. Removal: Any registrant who has unusable and abandoned facilities in any right of way shall remove it from that right of way during the next scheduled excavation, unless this requirement is waived by the Director. (Ord. 1209, 8-24-1998)

707.31 : RESERVATION OF REGULATORY AND POLICE POWERS:

A permittee's or registrant's rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public. (Ord. 1209, 8-24-1998)

707.32 : FRANCHISE; FRANCHISE SUPREMACY:

The City may, in addition to the requirements of this Chapter, require any person which has or seeks to have equipment located in any right of way to obtain a franchise to the full extent permitted by law, now or hereinafter enacted. The terms of any franchise which are inconsistent with any provision of this Chapter, whether granted prior or subsequent to enactment of this Chapter, shall control and supersede the conflicting terms of this Chapter. All other terms of this Chapter shall be fully applicable to all persons whether franchised or not. (Ord. 1209, 8-24-1998)

707.33 : SEVERABILITY:

If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any permit, right or registration issued under this Chapter or any portions of this Chapter is illegal or unenforceable, then any such permit, right or registration granted or deemed to exist hereunder shall be considered as a revocable permit with a mutual right in either party to terminate without cause upon giving 60 days' written notice to the other. The requirements and conditions of such a revocable permit shall be the same requirements and conditions as set forth in the permit, right or registration, respectively, except for conditions relating to the term of the permit and the right of termination. Nothing in this Chapter precludes the City from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein. (Ord. 1209, 8-24-1998)

Passed by the City Council of the City of Roseville this ____ day of _____ 2018.

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

CITY OF ROSEVILLE
OFFICIAL SUMMARY NO. _____

A SUMMARY OF AN ORDINANCE AMENDING TITLE SEVEN, CHAPTER 707

The following is the official summary of Ordinance No. _____ approved by the City Council of Roseville on March 12, 2018:

AN ORDINANCE AMENDING TITLE SEVEN CHAPTER 707

707 is amended to add language to modify/clarify specific requirements within the Roseville City Code to regulate Small Wireless Facilities.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary is also be posted on the internet web page of the City of Roseville (www.cityofroseville.com).

Attest: _____
Patrick Trudgeon, City Manager

City of Roseville Construction and Maintenance Related Night Work Policy

This policy shall apply to City of Roseville lead projects only.

All work shall be done during normal working hours as defined in 405.03 of the Roseville City Code unless circumstances or conditions require work be done outside of these hours or if it is determined that there is significant benefit to surrounding properties and/or the general public by performing work outside of these hours.

If work will be performed outside of normal working hours the City shall notify the residents/businesses within 500 feet of the project as far in advance as practical. At minimum residents shall be notified seven days in advance of the work via a mailed letter. The City Manager, Mayor and Council shall also be notified. The letter, at minimum, shall indicate the necessity of the work, schedule of the work, the scope of the work, the impacts and the mitigation techniques that will be used to minimize impacts.

The following are examples of projects where this policy may apply;

- Sanitary Sewer Lining projects takes more than 12 hours per segment. Certain diameter pipes take longer than 12 hours to cure the pipe and requires continuous operation of work. This results in work in excess of normal working hours.
- Water main or valve replacement work which would impact significant amount of residents or business during normal working hours. Shutting off water to perform water main work can be very disruptive to business, particularly restaurants, daycares, hotels and large residential facilities such as apartments and senior housing. When doing water main work in these areas, sometimes it is advantageous to the work at night to limit impacts.
- High traffic areas where a lane closure or full road closure is required, but doing so during the day would create a significant impact on the general public, residents and businesses surrounding the work area.

**Roseville Public Works, Environment
and Transportation Commission
DRAFT Meeting Minutes
(EXCERPTS)**

Tuesday, February 27, 2018 at 6:30 p.m.
City Council Chambers, 2660 Civic Center Drive
Roseville, Minnesota 55113

7. Ordinance Updates

Mr. Freihammer reported staff has drafted amended ordinance language to address some deficiencies in some of the City's ordinances.

Chapter 405 – Noise Control.

Mr. Freihammer explained the suggested change will allow City-led projects to deviate from the ordinance requirements. Currently, staff must apply for a variance to the City Council if night work is needed and this would give staff more flexibility if they need to work at night or outside of working hours. Staff would be required to follow a Construction and Maintenance Related Night Work Policy and residents would still be notified of work outside of normal hours.

Member Wozniak referred to Section 405.04 of the draft ordinance and noted "Exemptions" is spelled wrong. He also suggested the word "project" be changed to "construction or maintenance activity." He inquired about attached Night Work Policy and inquired if it should be included with the ordinance.

Mr. Freihammer stated the ordinance refers to the Night Work Policy.

Mr. Culver noted they would not include the policy in the code because it is easier to change it if it is not part of it.

Chair Cihacek referred to the ordinance language and inquired if there was a time when the City would be a lead and not an owner.

Mr. Culver responded an example would be if they were doing on a highway, such as Snelling Avenue. They also just replaced a signal in front of Rosedale. They were the lead on the project, but they did not own it.

Chair Cihacek suggested it be changed to "...is considered to be an owner of the asset or lead on a project..."

Mr. Culver commented they do sign a construction agreement with the owner, such as the County, which give each party certain rights, even though the City does not own the area. He inquired if they have any concerns with bypassing the City Council with this ordinance.

38 Chair Cihacek inquired if there was a method of recourse if someone disagrees with the
39 proposed night work.
40

41
42 Mr. Culver stated they can always contact the City Council and there is a public comment
43 period at all City Council meetings.
44

45 Chair Cihacek inquired how well attended the public hearings are.
46

47 Mr. Freihammer responded they not typically are well attended.
48

49 Mr. Culver stated everyone that has shown up for noise ordinance issues in the past has
50 contacted staff first. They always know they are coming and they provide the Council with
51 their comments prior to the public hearing. The purpose of this ordinance change is not to
52 bypass the City Council. It is to streamline the process and to provide a quicker response
53 to contractors.
54

55 Chair Cihacek stated he is not concerned that the City Council is bypassed if there is the
56 capacity for public comment.
57

58 Member Seigler noted Section 405.03(D) has an extra parenthesis after "10:00."
59

60 **Member Trainor moved, Member Seigler seconded, to recommend to the City**
61 **Council approval of the revisions to Chapter 405 Noise Control Ordinance as**
62 **amended.**
63

64 **Ayes: 6**

65 **Nays: 0**

66 **Motion carried.**
67

68 Chapter 707: Right of Way Management.

69 Mr. Freihammer reported the amendment to this ordinance will address new changes in
70 State law related to small cell wireless facilities as well as right of way permits in County
71 or State right of way. This allows the City the opportunity to keep tabs on what is going
72 on and have input. They also defined small cell wireless and described how different
73 installations can be done.
74

75 Mr. Culver explained the industry is changing how they are deploying the technology.
76 Wireless providers want to deploy and co-locate in the City's right of way on light and
77 traffic signal poles. The State granted them the right to be there and the City is now
78 updating the code to align with the new State Statutes. They are expecting a lot of these
79 when they begin to roll out 5G. They are currently using it to cover gaps in 4G coverage.
80

81 Member Trainor inquired if the new language reflects what other cities are doing regarding
82 easements on County and State projects and if it slows the contractors down.
83

84 Mr. Freihammer responded it requires the contractor to get two permits instead of one, but
85 it should not slow them down.
86

87 Mr. Culver stated the language is not the same as every City. They used Maple Grove's
88 language because they required permits on County right of ways and there are a lot of
89 examples where it was helpful. If they see someone working in the City's right of way,
90 this will allow them to look them up and make sure they have a permit.
91

92 Member Misra inquired if this is an area where they can be more restrictive than the State.
93

94 Mr. Culver responded they can be more restrictive in some ways, but there are provisions
95 in the law they cannot compromise.
96

97 Chair Cihacek inquired what the recommended permit fee was.
98

99 Mr. Freihammer responded it will probably be a flat fee of \$25.00 to \$50.00.
100

101 Chair Cihacek inquired who has permitting authority.
102

103 Mr. Culver stated the County has permitting authority. If the City wanted a permit denied,
104 they would have to work through the County.
105

106 Mr. Freihammer noted this gives them the opportunity to comment.
107

108 Chair Cihacek inquired if there was a way to simply carry the County permit into the City's
109 system so that they do not need to reapply. It seems like this is a communication problem
110 more than it is a structural problem.
111

112 Member Trainor stated the problem is not logging it into the system. This gives staff the
113 opportunity to review the application. There are added benefits of knowing what work is
114 going on and making sure there is an official chance to provide input.
115

116 Member Wozniak stated the fee structure is based on how much staff time is needed and
117 they do need a permit because there is staff time involved.
118

119 Mr. Culver stated they can review the fee schedule annually and adjust it as needed.
120

121 **Member Trainor moved, Member Seigler seconded, to recommend to the City**
122 **Council approval of the revisions to Chapter 707 Right of Way Management.**
123

124 **Ayes: 6**

125 **Nays: 0**

126 **Motion carried.**
127

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **7.e**

Department Approval



City Manager Approval



Item Description: Appoint members to Finance; Human Rights, Inclusion and Engagement; Planning; Police Civil Service; and Public Works Environment and Transportation Commissions

BACKGROUND

On February 26, the City Council interviewed applicants interested in appointment to various commissions.

Council will consider applicants for:

- Finance Commission – one vacancy for term expiring March 31, 2021.
- Human Rights Commission – two vacancies for terms expiring March 31, 2021. One vacancy for term expiring March 31, 2020.
- Planning Commission – one vacancy for term expiring March 31, 2021.
- Police Civil Service Commission – one vacancy for term expiring March 31, 2021.
- Public Works, Environment and Transportation Commission - three vacancies for terms expiring March 31, 2021.

REQUESTED COUNCIL ACTION

Appoint _____ to the Finance Commission for term ending March 31, 2021.

Appoint _____ and _____ to the Human Rights, Inclusion and Engagement Commission for terms ending March 31, 2021.

Appoint _____ to the Human Rights, Inclusion and Engagement Commission for term ending March 31, 2020.

Appoint _____ to the Planning Commission for term ending March 31, 2021.

Appoint _____ to the Police Civil Service Commission for term ending March 31, 2021.

Appoint _____, _____ and _____ to the Public Works Commission for terms ending March 31, 2021.

Prepared by: Rebecca Olson, Assistant City Manager

Attachments: A: Council Preferences

Advisory Commission TalliesCommission**Human Rights, Incusion a**

2 vac, 3 yrs

1 vac, 1 year

<u>Councilmember</u>	<u>Choice A</u>	<u>Choice B</u>	<u>Choice C</u>	<u>Choice D</u>
<i>Etten</i>	Beltmann	Bolinger	Johnson	Subramanian
<i>Laliberte</i>				
<i>McGehee</i>	Beltmann	Joyce	Johnson	Subramanian
<i>Willmus</i>				
<i>Mayor Roe</i>	Bolinger	Johnson	Palm	Subramanian
<i>Chair Holub (ref)</i>	Beltmann	Bolinger	Johnson	Subramanian

Council Tally:

Beltmann	2
Bolinger	2
Johnson	3
Joyce	1
Kearns	0
Leutgeb	0
Oyinloye	0
Subramanian	3

Commission**Planning**

1 vac, 3 yrs

<u>Councilmember</u>	<u>Choice A</u>	<u>Choice B</u>
<i>Etten</i>	Beltmann	Warsame
<i>Laliberte</i>		
<i>McGehee</i>	Groff	Subramanian
<i>Willmus</i>		
<i>Mayor Roe</i>	Beltmann	Sabean
<i>Chair Murphy (ref)</i>	Schreuers	Subramanian

Council Tally:

<i>Beltmann</i>	2
<i>Groff</i>	1

Advisory Commission Tallies

<i>Kors</i>	0
<i>Oyinloye</i>	0
<i>Peters</i>	0
<i>Sabean</i>	1
<i>Schreuers</i>	0
<i>Subramanian</i>	1
<i>Tveit</i>	0
<i>Warsame</i>	1
<i>Wright</i>	0

Commission**PWET**

3 vac, 3 yrs

<u>Councilmember</u>	<u>Choice A</u>	<u>Choice B</u>	<u>Choice C</u>	<u>Choice D</u>
<i>Etten</i>	Joyce	Kors	Kruse	Stone
<i>Laliberte</i>				
<i>McGehee</i>	Groff	Joyce	Kors	Kruse
<i>Willmus</i>				
<i>Mayor Roe</i>	Joyce	Kors	Kruse	Schreuers
<i>Chair Cihacek (ref)</i>	Joyce	Kors	Kruse	Schreuers

Council Tally:

<i>Groff</i>	1
<i>Joyce</i>	3
<i>Kors</i>	3
<i>Kruse</i>	3
<i>Leutgeb</i>	0
<i>Schreuers</i>	1
<i>Stone</i>	1
<i>Wright</i>	0

Advisory Commission Tallies

Attachment A

Commission

Finance

1 vac, 3 yrs

<u>Councilmember</u>	<u>Choice A</u>	<u>Choice B</u>
<i>Etten</i>	Palm	Reif
<i>Laliberte</i>		
<i>McGehee</i>	Reif	Warsame
<i>Willmus</i>		
<i>Mayor Roe</i>	Palm	Reif
<i>Chair Shvroeder (ref)</i>	Reif	Tveit

Council Tally:

<i>Palm</i>	2
<i>Reif</i>	3
<i>Tveit</i>	0
<i>Warsame</i>	1

Commission

Police Civil Service

1 vac, 3 years

<u>Councilmember</u>	<u>Choice A</u>	<u>Choice B</u>
<i>Etten</i>	Wright	
<i>Laliberte</i>		
<i>McGehee</i>	Bolinger	
<i>Willmus</i>		
<i>Mayor Roe</i>	Bolinger	Wright
<i>Chair Henquinet (ref)</i>	Bolinger	

Council Tally:

<i>Bolinger</i>	2
<i>Wright</i>	2



REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**

Item No.: **9.a**

Department Approval

City Manager Approval

Item Description: Approve Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$672,456.88
88686-88792	\$580,241.08
Total	\$1,252,697.96

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: Checks for Approval

Accounts Payable

Checks for Approval

User: mary.jenson
Printed: 3/7/2018 - 11:23 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	03/06/2018	2719 Lexington Avenue	Building & Structures	Land Title, Inc-Non Bank	Escrow Payment for 2719 Lexington .	10,000.00
Building & Structures Total:						10,000.00
88735	02/22/2018	2719 Lexington Avenue	Professional Services	Sunde Land Surveying, LLC.	Surveying Services	4,504.00
88784	02/28/2018	2719 Lexington Avenue	Professional Services	Sunde Land Surveying, LLC.	Survey-2501 Fairview Ave	3,800.75
Professional Services Total:						8,304.75
Fund Total:						18,304.75
88746	02/28/2018	Boulevard Landscaping	Operating Supplies	Action Fence, Inc.	Ornamental Fence Panel Replacemen	985.00
Operating Supplies Total:						985.00
Fund Total:						985.00
0	02/28/2018	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	6.52
Federal Income Tax Total:						6.52
0	02/28/2018	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare Ei	1.69
0	02/28/2018	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	7.23
FICA Employee Ded. Total:						8.92
0	02/28/2018	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare Ei	1.69
0	02/28/2018	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	7.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employers Share Total:	8.92
0	02/28/2018	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	1.07
					MN State Retirement Total:	1.07
0	02/28/2018	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	6.95
					PERA Employee Ded Total:	6.95
0	02/28/2018	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	1.07
0	02/28/2018	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	6.95
					PERA Employer Share Total:	8.02
0	02/28/2018	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	4.03
					State Income Tax Total:	4.03
					Fund Total:	44.43
88739	02/22/2018	Community Development	Building Permits	US Patio Systems	Building Permit Refund-2661 Marion	136.35
					Building Permits Total:	136.35
0	03/06/2018	Community Development	Credit Card Fees	US Bank-CC	January Terminal Charges	1,075.78
0	03/06/2018	Community Development	Credit Card Fees	US Bank-CC	January Terminal Charges	915.02
0	03/06/2018	Community Development	Credit Card Fees	US Bank-Non Bank	December Terminal Charges	893.67
0	03/06/2018	Community Development	Credit Card Fees	US Bank-Non Bank	December Terminal Charges	563.89
					Credit Card Fees Total:	3,448.36
0	02/28/2018	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	-107.24
0	02/28/2018	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	3,773.77
					Federal Income Tax Total:	3,666.53
0	02/28/2018	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	-42.55
0	02/28/2018	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	518.03

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	2,215.05
FICA Employee Ded. Total:						2,690.53
0	02/28/2018	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	-42.55
0	02/28/2018	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	2,215.05
0	02/28/2018	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	518.03
FICA Employers Share Total:						2,690.53
0	02/28/2018	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.02.2018 ICMA Defe	817.96
ICMA Def Comp Total:						817.96
88767	02/28/2018	Community Development	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	215.86
Life Ins. Employee Total:						215.86
88767	02/28/2018	Community Development	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	61.93
Life Ins. Employer Total:						61.93
88767	02/28/2018	Community Development	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	181.45
Long Term Disability Total:						181.45
88763	02/28/2018	Community Development	McGough Headquarter	Kennedy & Graven, Chartered	Legal Services-Redevelopment TIF	780.00
McGough Headquarter Total:						780.00
88699	02/22/2018	Community Development	Memberships & Subscriptions	City of White Bear Lake	Ramsey County GIS Fees	3,389.56
0	02/22/2018	Community Development	Memberships & Subscriptions	ESRI, Inc.	ArcGis	359.34
Memberships & Subscriptions Total:						3,748.90
0	02/28/2018	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	351.33
MN State Retirement Total:						351.33
0	02/28/2018	Community Development	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	562.51

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MNDP Def Comp Total:						562.51
0	02/22/2018	Community Development	Office Supplies	Amazon.com- CC	Office Supplies	478.98
0	02/22/2018	Community Development	Office Supplies	Amazon.com- CC	Office Supplies	61.35
0	02/22/2018	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	199.85
Office Supplies Total:						740.18
0	02/28/2018	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	2,296.61
PERA Employee Ded Total:						2,296.61
0	02/28/2018	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	353.33
0	02/28/2018	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	2,296.61
PERA Employer Share Total:						2,649.94
88736	02/22/2018	Community Development	Professional Services	Time Saver Off Site Secretarial, Inc	Planning Commission Meeting Minut	352.20
Professional Services Total:						352.20
0	02/28/2018	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	1,763.37
0	02/28/2018	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	-39.21
State Income Tax Total:						1,724.16
88785	02/28/2018	Community Development	Telephone	T Mobile	Cell Phones-Acct: 876644423	67.49
Telephone Total:						67.49
0	03/06/2018	Community Development	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	64.00
Vehicle Supplies & Maintenance Total:						64.00
Fund Total:						27,246.82
0	02/28/2018	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	526.47

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Federal Income Tax Total:						526.47
0	02/28/2018	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	391.97
0	02/28/2018	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	91.67
FICA Employee Ded. Total:						483.64
0	02/28/2018	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	391.97
0	02/28/2018	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	91.67
FICA Employers Share Total:						483.64
88767	02/28/2018	Contracted Engineering Svcs	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	18.00
Life Ins. Employee Total:						18.00
88767	02/28/2018	Contracted Engineering Svcs	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	9.60
Life Ins. Employer Total:						9.60
88767	02/28/2018	Contracted Engineering Svcs	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	34.46
Long Term Disability Total:						34.46
0	02/28/2018	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	64.24
MN State Retirement Total:						64.24
0	02/28/2018	Contracted Engineering Svcs	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	225.00
MNDCP Def Comp Total:						225.00
0	02/28/2018	Contracted Engineering Svcs	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	417.62
PERA Employee Ded Total:						417.62
0	02/28/2018	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	64.24
0	02/28/2018	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	417.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employer Share Total:						481.86
0	02/28/2018	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	291.67
State Income Tax Total:						291.67
Fund Total:						3,036.20
88756	02/28/2018	EDA Operating Fund	Professional Services	Fastsigns	Retractable Graphic	471.31
88763	02/28/2018	EDA Operating Fund	Professional Services	Kennedy & Graven, Chartered	Legal Services	620.00
Professional Services Total:						1,091.31
88755	02/28/2018	EDA Operating Fund	Training	Ehlers & Associates, Inc.	Public Finance Seminar	290.00
Training Total:						290.00
Fund Total:						1,381.31
88722	02/22/2018	Fire Vehicles Revolving	Fire Department Vehicles	Plastix Plus, LLC	Vehicle Updating	2,955.06
88725	02/22/2018	Fire Vehicles Revolving	Fire Department Vehicles	Ranger Chevrolet	Chevrolet Tahoe	38,319.30
Fire Department Vehicles Total:						41,274.36
88694	02/22/2018	Fire Vehicles Revolving	Minor Equipment	C-Aire, Inc.	Compressor Installation	1,718.32
Minor Equipment Total:						1,718.32
Fund Total:						42,992.68
0	03/06/2018	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	7.74
209000 - Sales Tax Payable Total:						7.74
88766	02/28/2018	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices-Acct: 000262	60.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Advertising Total:						60.90
88748	02/28/2018	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	253.35
88697	02/22/2018	General Fund	Clothing	Cintas Corporation #470	Uniform Supplies	33.88
0	02/22/2018	General Fund	Clothing	Full Source-CC	Uniform Supplies	127.61
88707	02/22/2018	General Fund	Clothing	Keepers Inc	Uniform Supplies	581.33
Clothing Total:						996.17
88721	02/22/2018	General Fund	Const. Operating Supplies	Northwest Lasers and Instruments, I	Optical Repair	105.00
88721	02/22/2018	General Fund	Const. Operating Supplies	Northwest Lasers and Instruments, I	Optical Repair	262.50
Const. Operating Supplies Total:						367.50
0	02/22/2018	General Fund	Contract Maint - Vehicles	Advanced Graphix, Inc.	Reflective Items	131.00
0	02/22/2018	General Fund	Contract Maint - Vehicles	Advanced Graphix, Inc.	Battalion Chief Lettering	36.00
88749	02/28/2018	General Fund	Contract Maint - Vehicles	Astleford International Trucks	Vehicle Repair	1,553.19
88691	02/22/2018	General Fund	Contract Maint - Vehicles	Bio-Tec Emergency Services	Squad Car Clean Up	140.00
88758	02/28/2018	General Fund	Contract Maint - Vehicles	HealthEast Vehicle Services	Vehicle Updating	50.14
88741	02/22/2018	General Fund	Contract Maint - Vehicles	Zahl Petroleum Maintenance Co	Vehicle Repair	556.47
Contract Maint - Vehicles Total:						2,466.80
88703	02/22/2018	General Fund	Contract Maint. - City Hall	G & K Services	Mats	72.56
88711	02/22/2018	General Fund	Contract Maint. - City Hall	Linn Building Maintenance	General Cleaning-February	3,620.00
88714	02/22/2018	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facility Management	392.02
88714	02/22/2018	General Fund	Contract Maint. - City Hall	McGough Facility Management, LI	Facility Management	2,940.75
Contract Maint. - City Hall Total:						7,025.33
88703	02/22/2018	General Fund	Contract Maint. - City Garage	G & K Services	Mats	72.56
0	02/22/2018	General Fund	Contract Maint. - City Garage	Life Safety Systems	Labor	287.50
88711	02/22/2018	General Fund	Contract Maint. - City Garage	Linn Building Maintenance	General Cleaning-February	1,023.00
88714	02/22/2018	General Fund	Contract Maint. - City Garage	McGough Facility Management, LI	Facility Management	784.20
0	02/22/2018	General Fund	Contract Maint. - City Garage	Nitti Sanitation-CC	Regular Service	339.66
88787	02/28/2018	General Fund	Contract Maint. - City Garage	Tremco	Patch & Repair Services	1,689.05
Contract Maint. - City Garage Total:						4,195.97
0	02/28/2018	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Fall Maintenance	1,482.25
0	02/28/2018	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Fall Maintenance	1,482.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Contract Maint. H.V.A.C. Total:						2,964.50
0	02/22/2018	General Fund	Contract Maint.- Old City Hall	Adam's Pest Control Inc	Monthly Service	79.00
Contract Maint.- Old City Hall Total:						79.00
88689	02/22/2018	General Fund	Contract Maintenance	Accela, Inc. #774375	Financial Software Annual Maintenan	24,962.18
0	02/22/2018	General Fund	Contract Maintenance	Alex Air Apparatus, Inc.	Compressor Air Quality Test	814.00
88711	02/22/2018	General Fund	Contract Maintenance	Linn Building Maintenance	General Cleaning-February	921.00
0	02/22/2018	General Fund	Contract Maintenance	Mister Car Wash- CC	Vehicle Washes	18.00
0	02/22/2018	General Fund	Contract Maintenance	Nitti Sanitation-CC	Regular Service	100.98
0	02/28/2018	General Fund	Contract Maintenance	Yale Mechanical, LLC	HVAC Service	506.25
Contract Maintenance Total:						27,322.41
0	02/28/2018	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	-45.95
0	02/28/2018	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	31,908.49
Federal Income Tax Total:						31,862.54
0	02/28/2018	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	4,757.17
0	02/28/2018	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	7,375.75
0	02/28/2018	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	-18.21
FICA Employee Ded. Total:						12,114.71
0	02/28/2018	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	7,375.75
0	02/28/2018	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	4,757.17
0	02/28/2018	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	-18.21
FICA Employers Share Total:						12,114.71
88769	02/28/2018	General Fund	Financial Support	MN Child Support Payment Center	Remittance ID: 0015005038	354.43
88769	02/28/2018	General Fund	Financial Support	MN Child Support Payment Center	Remittance ID: 0015496949	255.83
88769	02/28/2018	General Fund	Financial Support	MN Child Support Payment Center	Remittance ID: 0015528480	234.42
Financial Support Total:						844.68
0	02/22/2018	General Fund	Flex Spending Day Care		Dependent Care Reimbursement	547.75
0	02/22/2018	General Fund	Flex Spending Day Care		Dependent Care Reimbursement	76.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/22/2018	General Fund	Flex Spending Day Care		Dependent Care Reimbursement	415.23
Flex Spending Day Care Total:						1,039.90
0	02/22/2018	General Fund	Flex Spending Health		Flexible Benefits Reimbursement	141.24
0	02/22/2018	General Fund	Flex Spending Health		Flexible Benefit Reimbursement	500.00
0	02/22/2018	General Fund	Flex Spending Health		Flexible Benefit Reimbursement	17.72
0	02/28/2018	General Fund	Flex Spending Health		Flexible Benefit Reimbursement	355.00
0	02/22/2018	General Fund	Flex Spending Health		Flexible Benefit Reimbursement	311.97
Flex Spending Health Total:						1,325.93
0	02/28/2018	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.02.2018 ICMA Defe	2,315.63
ICMA Def Comp Total:						2,315.63
88767	02/28/2018	General Fund	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	210.00
88767	02/28/2018	General Fund	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	2,082.77
Life Ins. Employee Total:						2,292.77
88767	02/28/2018	General Fund	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	485.50
Life Ins. Employer Total:						485.50
88767	02/28/2018	General Fund	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	1,602.49
Long Term Disability Total:						1,602.49
0	02/22/2018	General Fund	Memberships & Subscriptions	Amazon.com- CC	Membership Dues	99.00
0	02/22/2018	General Fund	Memberships & Subscriptions	Amazon.com- CC	Prime Membership	99.00
0	02/22/2018	General Fund	Memberships & Subscriptions	FBI National Academy-CC	National Dues	105.00
0	02/22/2018	General Fund	Memberships & Subscriptions	FBI National Academy-CC	National Dues	105.00
88701	02/22/2018	General Fund	Memberships & Subscriptions	Fire Marshal's Assoc of MN	Membership Dues-O'Neill, Baker	80.00
88761	02/28/2018	General Fund	Memberships & Subscriptions	IPMA-HR MN	Membership Dues	50.00
88715	02/22/2018	General Fund	Memberships & Subscriptions	Metro Chief Fire Officers Assn.	Annual Dues	500.00
0	02/22/2018	General Fund	Memberships & Subscriptions	MN Chiefs of Police-CC	Membership Dues	143.00
0	02/22/2018	General Fund	Memberships & Subscriptions	Secretary of State-CC	Notary Renewal	120.00
88734	02/22/2018	General Fund	Memberships & Subscriptions	Suburban Rate Authority	2018 Membership Assessment	1,772.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Memberships & Subscriptions Total:						3,073.00
0	02/28/2018	General Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.02.2018 Minnesota I	-9.56
0	02/28/2018	General Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.02.2018 Minnesota I	69.85
Minnesota Benefit Ded Total:						60.29
0	02/22/2018	General Fund	Miscellaneous	Hamline Olive Branch-CC	Lunch Meeting With Mayor Roe-Truc	6.99
Miscellaneous Total:						6.99
0	02/22/2018	General Fund	Miscellaneous Revenue	Go Daddy.com-CC	Inadvertant Personal Purchases-Credi	759.24
Miscellaneous Revenue Total:						759.24
0	02/28/2018	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	3,228.46
MN State Retirement Total:						3,228.46
0	02/28/2018	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	8,999.19
MNDCP Def Comp Total:						8,999.19
0	03/06/2018	General Fund	Motor Fuel	MN Dept of Revenue-Non Bank	January Fuel Tax	586.25
Motor Fuel Total:						586.25
0	02/22/2018	General Fund	Office Supplies	Amazon.com- CC	Office Supplies	20.67
0	02/22/2018	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	551.56
0	02/22/2018	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	113.63
0	02/22/2018	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	56.08
0	02/22/2018	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	131.25
0	02/22/2018	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	31.68
Office Supplies Total:						904.87
0	02/22/2018	General Fund	Op Supplies - City Hall	Fikes, Inc.	Restroom Supplies	292.08
88703	02/22/2018	General Fund	Op Supplies - City Hall	G & K Services	Mats	72.56
0	02/22/2018	General Fund	Op Supplies - City Hall	NorthShore Door-CC	Quick Code Transmitter	40.36

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Op Supplies - City Hall Total:						405.00
0	02/22/2018	General Fund	Operating Supplies	4Imprint-CC	Park Patrol Uniform Supplies	505.70
0	02/22/2018	General Fund	Operating Supplies	Amazon.com- CC	Kitchen Supplies	107.84
0	02/22/2018	General Fund	Operating Supplies	Amazon.com- CC	Headset	18.68
0	02/22/2018	General Fund	Operating Supplies	Amazon.com- CC	Station Supplies	267.79
0	02/22/2018	General Fund	Operating Supplies	ARAMARK Services	Coffee Supplies	573.18
0	02/22/2018	General Fund	Operating Supplies	ARAMARK Services	Water Filter	124.17
0	02/22/2018	General Fund	Operating Supplies	Byerly's- CC	Cookies, Brownies	77.27
0	02/22/2018	General Fund	Operating Supplies	Byerly's- CC	Meeting Refreshments	18.97
88695	02/22/2018	General Fund	Operating Supplies	CES Imaging	Service Plan, Paper & Toner	220.50
0	02/22/2018	General Fund	Operating Supplies	Costco-CC	Station Supplies	26.83
0	02/22/2018	General Fund	Operating Supplies	Innovative Office Solutions	Office Supplies	6.53
0	02/22/2018	General Fund	Operating Supplies	Lynde Company-CC	Low Foam Pail	160.00
0	02/22/2018	General Fund	Operating Supplies	Metal Supermarkets	Metal Supplies	152.75
0	02/22/2018	General Fund	Operating Supplies	Michaels-CC	Frames	34.28
0	02/22/2018	General Fund	Operating Supplies	NAPA Auto Parts-CC	Wax, Towels	51.39
88720	02/22/2018	General Fund	Operating Supplies	National Pen Company	Pens	97.22
0	02/22/2018	General Fund	Operating Supplies	Panera Bread-CC	Boxed Lunches	166.00
88777	02/28/2018	General Fund	Operating Supplies	Pitney Bowes, Inc.	Ink Cartridge	299.99
88777	02/28/2018	General Fund	Operating Supplies	Pitney Bowes, Inc.	Ink Cartridge	250.98
0	02/22/2018	General Fund	Operating Supplies	Ram Mounts-CC	Station Supplies	87.74
88730	02/22/2018	General Fund	Operating Supplies	Save Our Sons	Books for Community	100.00
88731	02/22/2018	General Fund	Operating Supplies	Sprayer Specialties, Inc.	Flanges, Couplers, Gaskets	428.19
0	02/22/2018	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Chain Saw Sharpening	32.00
0	02/22/2018	General Fund	Operating Supplies	Target- CC	Swearing In Supplies	25.10
0	02/22/2018	General Fund	Operating Supplies	Target- CC	Citizen Academy Supplies	64.57
0	02/22/2018	General Fund	Operating Supplies	Walgreens-CC	Swearing In Supplies	3.99
0	02/22/2018	General Fund	Operating Supplies	Walmart-CC	Cleaning Supplies	8.25
Operating Supplies Total:						3,909.91
0	02/22/2018	General Fund	Operating Supplies City Garage	Amazon.com- CC	Lobby Clock	47.45
0	02/22/2018	General Fund	Operating Supplies City Garage	Fikes, Inc.	Restroom Supplies	49.27
Operating Supplies City Garage Total:						96.72
0	02/28/2018	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	29,765.93
PERA Employee Ded Total:						29,765.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	40,993.90
0	02/28/2018	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	1,114.20
PERA Employer Share Total:						42,108.10
0	02/28/2018	General Fund	PERA Life Ins. Ded.	NCPERS Life Ins#725800	PR Batch 00002.02.2018 PERA Life	16.00
PERA Life Ins. Ded. Total:						16.00
0	03/06/2018	General Fund	Postage	Pitney Bowes - Non Bank	February Postage	3,000.00
Postage Total:						3,000.00
0	02/22/2018	General Fund	Professional Services	ESRI, Inc.	ArcGis	1,808.66
0	02/22/2018	General Fund	Professional Services	ESRI, Inc.	ArcGis	200.00
88758	02/28/2018	General Fund	Professional Services	HealthEast Vehicle Services	Vehicle Updating	92.75
88758	02/28/2018	General Fund	Professional Services	HealthEast Vehicle Services	Vehicle Updating	113.60
88708	02/22/2018	General Fund	Professional Services	Language Line Services	Interpreter Service	33.27
88712	02/22/2018	General Fund	Professional Services	Martin McAllister, Inc.	Public Safety Assessment	500.00
0	02/22/2018	General Fund	Professional Services	North Memorial-CC	Medical Services	27.00
88776	02/28/2018	General Fund	Professional Services	Park Nicollet	Medical Services	1,000.00
88736	02/22/2018	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	City Council Meeting Minutes	329.70
88736	02/22/2018	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	Human Rights Meeting Minutes	223.15
88736	02/22/2018	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	City Council Meeting Minutes	502.05
Professional Services Total:						4,830.18
0	02/28/2018	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	-16.79
0	02/28/2018	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	14,920.32
State Income Tax Total:						14,903.53
0	02/22/2018	General Fund	Telephone	Sprint- CC	Cell Phones	54.25
88785	02/28/2018	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	40.52
88785	02/28/2018	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	13.30
88785	02/28/2018	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	211.77
88785	02/28/2018	General Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	13.46
Telephone Total:						333.30
0	02/22/2018	General Fund	Training	Amazon.com- CC	Training Supplies	16.27
0	02/22/2018	General Fund	Training	Center for Social Inclusion	GARE Learning Year Introductory Cc	15,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
88709	02/22/2018	General Fund	Training	League of MN Cities	PATROL Subscription	810.00
88716	02/22/2018	General Fund	Training	Mn CIT Officers Association	Patrol Training	700.00
88716	02/22/2018	General Fund	Training	Mn CIT Officers Association	Patrol Training	700.00
88716	02/22/2018	General Fund	Training	Mn CIT Officers Association	Patrol Training	2,800.00
0	02/22/2018	General Fund	Training	MN State Colleges-CC	Concrete Training	600.00
0	02/22/2018	General Fund	Training	Pizza Luce-CC	GARE Intro Meeting	76.68
0	02/22/2018	General Fund	Training	PoliceOne-CC	Patrol Training	225.00
88727	02/22/2018	General Fund	Training	Regents of the University of MN	Geriatric Trauma Conference	100.00
0	02/22/2018	General Fund	Training	Streicher's	Patrol Training	4,159.87
88738	02/22/2018	General Fund	Training	Twin Cities Transport & Recove	Towing Service	106.88
0	02/22/2018	General Fund	Training	U of M-CC	Shade Tree Training	210.00
Training Total:						25,504.70
0	02/22/2018	General Fund	Utilities	Xcel Energy	Street Lights	57.20
Utilities Total:						57.20
0	02/22/2018	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	6,038.78
Utilities - City Garage Total:						6,038.78
0	02/22/2018	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	6,356.02
Utilities - City Hall Total:						6,356.02
0	03/06/2018	General Fund	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	96.00
0	03/06/2018	General Fund	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	336.00
0	03/06/2018	General Fund	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	48.00
0	03/06/2018	General Fund	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	32.00
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	Emergency Automotive Tech Inc	Vehicle Supplies	241.25
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	Fastenal Company Inc.	Vehicle Supplies	191.13
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	Vehicle Supplies	109.12
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	Grainger Inc	Vehicle Supplies	52.97
0	02/28/2018	General Fund	Vehicle Supplies & Maintenance	Jefferson Fire & Safety, Inc.	Truck Supplies	727.07
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	McMaster-Carr Supply Co	Vehicle Supplies	36.21
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	McMaster-Carr Supply Co	Vehicle Supplies	63.16
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	MN State Patrol-CC	Decals	44.50
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	MN State Patrol-CC	Decals	44.50
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	Napa Auto Parts	Vehicle Supplies	8.38
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	Napa Auto Parts	Vehicle Supplies	34.04
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	Snap On-CC	Vehicle Supplies	352.30

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/22/2018	General Fund	Vehicle Supplies & Maintenance	Suburban Ace Hardware-CC	Shop Supplies	12.65
88737	02/22/2018	General Fund	Vehicle Supplies & Maintenance	Truck Utilities, Inc.	Cartridges	87.40
Vehicle Supplies & Maintenance Total:						2,516.68
Fund Total:						268,945.52
88770	02/28/2018	General Fund Donations	Explorers - Supplies	MN Law Enforcement Explorers As	Registration, Uniform Supplies	527.00
Explorers - Supplies Total:						527.00
0	02/22/2018	General Fund Donations	K-9 - Supplies	Whistle-CC	Monthly Fee	9.95
K-9 - Supplies Total:						9.95
88719	02/22/2018	General Fund Donations	Operating Supplies	NAC Mechanical & Electrical Servic	Sauna Connection	259.50
Operating Supplies Total:						259.50
Fund Total:						796.45
0	02/22/2018	Golf Course	Buildings & Structures	Jorgenson Construction, Inc.	Cedarholm Community Building	181,925.00
Buildings & Structures Total:						181,925.00
0	02/22/2018	Golf Course	Contract Maintenance	Nitti Sanitation-CC	Regular Service	79.56
Contract Maintenance Total:						79.56
0	03/06/2018	Golf Course	Credit Card Fees	US Bank-CC	January Terminal Charges	45.99
0	03/06/2018	Golf Course	Credit Card Fees	US Bank-Non Bank	December Terminal Charges	48.39
Credit Card Fees Total:						94.38
0	02/28/2018	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	495.74
Federal Income Tax Total:						495.74

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	327.97
0	02/28/2018	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	76.71
FICA Employee Ded. Total:						404.68
0	02/28/2018	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	327.97
0	02/28/2018	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	76.71
FICA Employers Share Total:						404.68
0	02/28/2018	Golf Course	Furniture, Fixtures, Equipment	Electro Watchman, Inc.	Access Control System & Security Al	7,099.26
88745	02/22/2018	Golf Course	Furniture, Fixtures, Equipment	Satellite Shelters, Inc.	Temporary Storage	451.01
88745	02/22/2018	Golf Course	Furniture, Fixtures, Equipment	Satellite Shelters, Inc.	Temporary Storage	452.06
Furniture, Fixtures, Equipment Total:						8,002.33
88767	02/28/2018	Golf Course	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	136.28
Life Ins. Employee Total:						136.28
88767	02/28/2018	Golf Course	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	4.80
Life Ins. Employer Total:						4.80
88767	02/28/2018	Golf Course	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	19.10
Long Term Disability Total:						19.10
0	02/28/2018	Golf Course	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	55.94
MN State Retirement Total:						55.94
0	02/28/2018	Golf Course	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	50.00
MNDCP Def Comp Total:						50.00
0	02/22/2018	Golf Course	Operating Supplies	ECRS-CC	Point of Sale Monthly Charge	135.76
0	02/22/2018	Golf Course	Operating Supplies	MN DNR-CC	Water Permit	140.00
0	02/22/2018	Golf Course	Operating Supplies	Target- CC	Battery	7.51

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Operating Supplies Total:						283.27
0	02/28/2018	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	363.55
PERA Employee Ded Total:						363.55
0	02/28/2018	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	55.94
0	02/28/2018	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	363.55
PERA Employer Share Total:						419.49
0	02/28/2018	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	280.48
State Income Tax Total:						280.48
88785	02/28/2018	Golf Course	Telephone	T Mobile	Cell Phones-Acct: 876644423	26.60
Telephone Total:						26.60
0	03/06/2018	Golf Course	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	48.27
Use Tax Payable Total:						48.27
0	03/06/2018	Golf Course	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	16.00
Vehicle Supplies & Maintenance Total:						16.00
Fund Total:						193,110.15
88736	02/22/2018	HRA Operating Fund	Professional Services	Time Saver Off Site Secretarial, Inc	EDA Meeting Minutes	266.45
Professional Services Total:						266.45
Fund Total:						266.45
88705	02/22/2018	Information Technology	Contract Maintenance	Hewlett Packard Enterprise Compai	Hardware/Software Support	2,741.62
88713	02/22/2018	Information Technology	Contract Maintenance	Master Technology Group	Camera Cabling	1,269.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/22/2018	Information Technology	Contract Maintenance	Network Solutions- CC	Web Forwarding	29.97
88788	02/28/2018	Information Technology	Contract Maintenance	US Internet	DNS/Domain Hosting	44.00
Contract Maintenance Total:						4,085.12
0	02/28/2018	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	5,231.99
Federal Income Tax Total:						5,231.99
0	02/28/2018	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	3,314.05
0	02/28/2018	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare Ei	775.07
FICA Employee Ded. Total:						4,089.12
0	02/28/2018	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	3,314.05
0	02/28/2018	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare Ei	775.07
FICA Employers Share Total:						4,089.12
0	02/28/2018	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.02.2018 ICMA Defe	225.00
ICMA Def Comp Total:						225.00
88698	02/22/2018	Information Technology	Internet	City of North St. Paul	Billing Interconnects	4,845.00
88698	02/22/2018	Information Technology	Internet	City of North St. Paul	Data Center Interconnects	600.00
Internet Total:						5,445.00
88767	02/28/2018	Information Technology	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	212.04
Life Ins. Employee Total:						212.04
88767	02/28/2018	Information Technology	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	85.20
Life Ins. Employer Total:						85.20
88767	02/28/2018	Information Technology	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	292.94
Long Term Disability Total:						292.94
0	02/22/2018	Information Technology	Minor Equipment	Amazon.com- CC	Computer Supplies	617.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
88754	02/28/2018	Information Technology	Minor Equipment	Dell Marketing, L.P.	Computer Supplies	565.00
0	02/22/2018	Information Technology	Minor Equipment	SHI International Corp	Computer Supplies	1,450.00
0	02/28/2018	Information Technology	Minor Equipment	SHI International Corp	Computer Supplies	150.00
Minor Equipment Total:						2,782.08
0	02/28/2018	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	542.89
MN State Retirement Total:						542.89
0	02/28/2018	Information Technology	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	110.00
MNDCP Def Comp Total:						110.00
88782	02/28/2018	Information Technology	Office Supplies	Staples Business Advantage, Inc.	Office Supplies	33.78
88782	02/28/2018	Information Technology	Office Supplies	Staples Business Advantage, Inc.	Office Supplies	17.39
Office Supplies Total:						51.17
0	02/22/2018	Information Technology	Operating Supplies	Approved Optics-CC	Optical Transceivers	287.35
0	02/22/2018	Information Technology	Operating Supplies	Monoprice.Com-CC	Ports, Wall Plates	95.18
0	02/22/2018	Information Technology	Operating Supplies	Monoprice.Com-CC	HDMI Cables	83.24
Operating Supplies Total:						465.77
0	02/28/2018	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	3,528.74
PERA Employee Ded Total:						3,528.74
0	02/28/2018	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	3,528.74
0	02/28/2018	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	542.89
PERA Employer Share Total:						4,071.63
0	02/28/2018	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	2,375.58
State Income Tax Total:						2,375.58
88785	02/28/2018	Information Technology	Telephone	T Mobile	Cell Phones-Acct: 876644423	64.06

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Telephone Total:						64.06
Fund Total:						37,747.45
0	03/06/2018	Internal Service - Interest	Investment Income	US Bank-CC	January Terminal Charges	112.98
0	03/06/2018	Internal Service - Interest	Investment Income	US Bank-Non Bank	December Terminal Charges	112.98
Investment Income Total:						225.96
Fund Total:						225.96
88747	02/28/2018	IP Telephony System	PSTN-PRI Access/DID Allocation	Allstream	Telephone	356.96
88753	02/28/2018	IP Telephony System	PSTN-PRI Access/DID Allocation	CenturyLink Communications	Telephone	16.46
88752	02/28/2018	IP Telephony System	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	39.95
88752	02/28/2018	IP Telephony System	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	112.34
PSTN-PRI Access/DID Allocation Total:						525.71
Fund Total:						525.71
88693	02/22/2018	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaning	24.00
88703	02/22/2018	License Center	Contract Maintenance	G & K Services	Mats	19.60
88703	02/22/2018	License Center	Contract Maintenance	G & K Services	Mats	19.60
88711	02/22/2018	License Center	Contract Maintenance	Linn Building Maintenance	General Cleaning-February	679.00
Contract Maintenance Total:						742.20
0	02/28/2018	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	3,099.25
Federal Income Tax Total:						3,099.25
0	02/28/2018	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	2,447.91
0	02/28/2018	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	572.49
FICA Employee Ded. Total:						3,020.40
0	02/28/2018	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	572.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	2,447.91
					FICA Employers Share Total:	3,020.40
88767	02/28/2018	License Center	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	135.00
					Life Ins. Employee Total:	135.00
88767	02/28/2018	License Center	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	48.00
					Life Ins. Employer Total:	48.00
88767	02/28/2018	License Center	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	134.68
					Long Term Disability Total:	134.68
0	02/28/2018	License Center	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.02.2018 Minnesota I	164.68
					Minnesota Benefit Ded Total:	164.68
0	02/22/2018	License Center	Minor Equipment	Barcodes Inc-CC	Barcode Scanners	771.07
					Minor Equipment Total:	771.07
0	02/28/2018	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	388.32
					MN State Retirement Total:	388.32
0	02/28/2018	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	2,030.00
					MNDCP Def Comp Total:	2,030.00
0	02/22/2018	License Center	Operating Supplies	Fikes, Inc.	Restroom Supplies	10.55
					Operating Supplies Total:	10.55
0	02/28/2018	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	2,350.35
					PERA Employee Ded Total:	2,350.35
0	02/28/2018	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	2,350.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	361.61
					PERA Employer Share Total:	2,711.96
0	02/22/2018	License Center	Postage	USPS-CC	Passport Postage	538.65
					Postage Total:	538.65
88714	02/22/2018	License Center	Professional Services	McGough Facility Management, LI	Facility Management	196.05
					Professional Services Total:	196.05
0	02/28/2018	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	1,563.79
					State Income Tax Total:	1,563.79
0	02/28/2018	License Center	Transportation	Pam Ryan Senden		107.91
					Transportation Total:	107.91
0	02/22/2018	License Center	Utilities	Xcel Energy	License Center	658.14
					Utilities Total:	658.14
					Fund Total:	21,691.40
0	02/22/2018	P & R Contract Maintenance	Clothing	David Beckermann	Uniform Supplies Reimbursement	129.99
					Clothing Total:	129.99
0	02/22/2018	P & R Contract Maintenance	Contract Maintenance	Nitti Sanitation-CC	Regular Service	602.14
					Contract Maintenance Total:	602.14
0	02/28/2018	P & R Contract Maintenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	2,307.24
					Federal Income Tax Total:	2,307.24
0	02/28/2018	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	1,483.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	346.96
FICA Employee Ded. Total:						1,830.49
0	02/28/2018	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	346.96
0	02/28/2018	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	1,483.53
FICA Employers Share Total:						1,830.49
88767	02/28/2018	P & R Contract Maintenance	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	66.00
Life Ins. Employee Total:						66.00
88767	02/28/2018	P & R Contract Maintenance	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	39.60
Life Ins. Employer Total:						39.60
88767	02/28/2018	P & R Contract Maintenance	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	110.13
Long Term Disability Total:						110.13
88742	02/22/2018	P & R Contract Maintenance	Memberships & Subscriptions	Avenue Shirt Works	Uniform Supplies	250.86
88742	02/22/2018	P & R Contract Maintenance	Memberships & Subscriptions	Avenue Shirt Works	Uniform Supplies	6.00
Memberships & Subscriptions Total:						256.86
0	02/28/2018	P & R Contract Maintenance	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	249.51
MN State Retirement Total:						249.51
0	02/28/2018	P & R Contract Maintenance	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	555.00
MNDCP Def Comp Total:						555.00
0	02/22/2018	P & R Contract Maintenance	Operating Supplies	Ferguson Enterprises Inc.-CC	Meter Supplies	205.00
0	02/22/2018	P & R Contract Maintenance	Operating Supplies	Fikes, Inc.	Restroom Supplies	41.20
0	02/22/2018	P & R Contract Maintenance	Operating Supplies	Fikes, Inc.	Restroom Supplies	80.00
0	02/22/2018	P & R Contract Maintenance	Operating Supplies	Home Depot- CC	Soccer Net Supplies	47.79
0	02/22/2018	P & R Contract Maintenance	Operating Supplies	Menards-CC	Filters, Screws	158.16
0	02/22/2018	P & R Contract Maintenance	Operating Supplies	Menards-CC	Shovels	56.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Operating Supplies Total:						588.98
0	02/28/2018	P & R Contract Maintenance	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	1,809.26
PERA Employee Ded Total:						1,809.26
0	02/28/2018	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	1,809.26
0	02/28/2018	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	278.38
PERA Employer Share Total:						2,087.64
88743	02/22/2018	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Turf Services-Customer: 201775	5,982.00
88744	02/22/2018	P & R Contract Maintenance	Professional Services	Horwitz, Inc.	AC Compressor Repair	692.64
Professional Services Total:						6,674.64
0	02/28/2018	P & R Contract Maintenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	1,125.82
State Income Tax Total:						1,125.82
0	02/22/2018	P & R Contract Maintenance	Telephone	Sprint- CC	Cell Phones	52.00
88785	02/28/2018	P & R Contract Maintenance	Telephone	T Mobile	Cell Phones-Acct: 876644423	13.46
Telephone Total:						65.46
0	02/22/2018	P & R Contract Maintenance	Training	U of M-CC	Pesticide Information Books	160.45
Training Total:						160.45
0	02/22/2018	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	68.39
Utilities Total:						68.39
0	03/06/2018	P & R Contract Maintenance	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	112.00
Vehicle Supplies & Maintenance Total:						112.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						20,670.09
0	02/28/2018	Park Renewal 2011	Capital Outlay	Stantec Consulting Services Inc.	P&R Renewal Project	1,026.00
0	02/28/2018	Park Renewal 2011	Capital Outlay	Stantec Consulting Services Inc.	P&R Renewal Project	9,540.85
Capital Outlay Total:						10,566.85
0	02/28/2018	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	P&R Renewal Project	1,140.24
0	02/28/2018	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	P&R Renewal Project	1,263.50
0	02/28/2018	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	P&R Renewal Project	1,030.28
0	02/28/2018	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	P&R Renewal Project	2,704.08
0	02/28/2018	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	P&R Renewal Project	314.21
0	02/28/2018	Park Renewal 2011	Contractor Payments	Stantec Consulting Services Inc.	P&R Renewal Project	3,922.89
Contractor Payments Total:						10,375.20
Fund Total:						20,942.05
0	02/28/2018	Police - DWI Enforcement	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	384.18
Federal Income Tax Total:						384.18
0	02/28/2018	Police - DWI Enforcement	FICA Employee Ded	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	61.09
FICA Employee Ded Total:						61.09
0	02/28/2018	Police - DWI Enforcement	FICA Employer Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	61.09
FICA Employer Share Total:						61.09
0	02/28/2018	Police - DWI Enforcement	ICMA DEF COMP	ICMA Retirement Trust 457-30022'	PR Batch 00002.02.2018 ICMA Defe	34.09
ICMA DEF COMP Total:						34.09
88767	02/28/2018	Police - DWI Enforcement	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	21.63
Life Ins. Employee Total:						21.63
0	02/28/2018	Police - DWI Enforcement	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	43.82

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MN State Retirement Total:						43.82
0	02/28/2018	Police - DWI Enforcement	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	50.43
MNDCP Def Comp Total:						50.43
0	02/28/2018	Police - DWI Enforcement	PERA	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	473.24
PERA Total:						473.24
0	02/28/2018	Police - DWI Enforcement	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	709.85
PERA Employer Share Total:						709.85
0	02/28/2018	Police - DWI Enforcement	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	179.57
State Income Tax Total:						179.57
Fund Total:						2,018.99
0	02/22/2018	Police Vehicle Revolving	Capital Outlay	Joe Adams	K9 Supplies Reimbursement	344.00
Capital Outlay Total:						344.00
0	02/22/2018	Police Vehicle Revolving	Operating Supplies	Best Buy- CC	Computer Supplies	239.93
88783	02/28/2018	Police Vehicle Revolving	Operating Supplies	Stop Stick, Ltd.	Stop Sticks	292.00
0	02/22/2018	Police Vehicle Revolving	Operating Supplies	Tri Tech National Law-CC	Crime Scene Team Supplies	91.15
Operating Supplies Total:						623.08
88758	02/28/2018	Police Vehicle Revolving	Vehicle Supplies & Maintenance	HealthEast Vehicle Services	Vehicle Updating	580.10
88758	02/28/2018	Police Vehicle Revolving	Vehicle Supplies & Maintenance	HealthEast Vehicle Services	Vehicle Updating	10,909.17
88791	02/28/2018	Police Vehicle Revolving	Vehicle Supplies & Maintenance	White Bear Mitsubishi	Vehicle Repair	1,822.80
Vehicle Supplies & Maintenance Total:						13,312.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						14,279.15
88772	02/28/2018	Public Works Vehicle Revolving	Public Works Vehicles	Mohawk Resources LTD	BL505DC-AB Bench Lathe National	9,847.67
88779	02/28/2018	Public Works Vehicle Revolving	Public Works Vehicles	Ruffridge Johnson Equipment, Inc.	BOMAG BW 120 SL-5 ASPHALT R	34,469.00
Public Works Vehicles Total:						44,316.67
Fund Total:						44,316.67
88700	02/22/2018	Recreation Fund	Building Rental	Kristy Conlin	Birthday Party Refund	85.90
Building Rental Total:						85.90
88711	02/22/2018	Recreation Fund	Contract Maintenance	Linn Building Maintenance	General Cleaning-February	1,138.00
0	02/22/2018	Recreation Fund	Contract Maintenance	Nitti Sanitation-CC	Regular Service	247.86
88775	02/28/2018	Recreation Fund	Contract Maintenance	Northern Power Products Inc.	Governor Core	526.50
0	02/22/2018	Recreation Fund	Contract Maintenance	R & R Specialties of Wisconsin, Inc	Water Pump Impeller	111.25
Contract Maintenance Total:						2,023.61
88711	02/22/2018	Recreation Fund	Contract Maintenance	Linn Building Maintenance	General Cleaning-February	908.00
0	02/28/2018	Recreation Fund	Contract Maintenance	Prowire, Inc.	Security System Service	208.50
Contract Maintenance Total:						1,116.50
0	02/28/2018	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	5,161.54
Federal Income Tax Total:						5,161.54
88696	02/22/2018	Recreation Fund	Fee Program Revenue	Khushbu Chaudhari	Gymnastics Refund	102.00
Fee Program Revenue Total:						102.00
0	02/28/2018	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	1,015.12
0	02/28/2018	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	4,262.44
FICA Employee Ded. Total:						5,277.56
0	02/28/2018	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	4,262.44

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	1,015.12
					FICA Employers Share Total:	5,277.56
0	02/28/2018	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.02.2018 ICMA Defe	389.82
					ICMA Def Comp Total:	389.82
88767	02/28/2018	Recreation Fund	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	128.63
					Life Ins. Employee Total:	128.63
88767	02/28/2018	Recreation Fund	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	57.81
					Life Ins. Employer Total:	57.81
88767	02/28/2018	Recreation Fund	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	209.46
					Long Term Disability Total:	209.46
0	02/22/2018	Recreation Fund	Memberships & Subscriptions	When I Work-CC	Monthly Fee	49.00
					Memberships & Subscriptions Total:	49.00
88759	02/28/2018	Recreation Fund	Merchandise for Sale	Hermel Wholesale	Concession Items for Resale	590.90
88724	02/22/2018	Recreation Fund	Merchandise For Sale	ProGuard Sports, Inc.	Cloth Tape, Laces	747.13
					Merchandise For Sale Total:	1,338.03
0	02/28/2018	Recreation Fund	Minor Equipment	Kone Inc	Tank Heater Installation	1,441.00
					Minor Equipment Total:	1,441.00
0	02/22/2018	Recreation Fund	Miscellaneous	Byerly's- CC	MLK Day Natural Resource Renewal	8.14
0	02/22/2018	Recreation Fund	Miscellaneous	Dunn Bros Coffee-CC	MLK Day natural Resource Renewal	32.26
0	02/22/2018	Recreation Fund	Miscellaneous	Sam's Club-CC	MLK Day Natural Resources Renewa	39.96
					Miscellaneous Total:	80.36
88706	02/22/2018	Recreation Fund	Miscellaneous Revenue	Erik Johnson	Samsung Phone Repair	125.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Miscellaneous Revenue Total:						125.00
0	02/28/2018	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	464.10
MN State Retirement Total:						464.10
0	02/28/2018	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	1,317.31
MNDCP Def Comp Total:						1,317.31
0	02/22/2018	Recreation Fund	Office Supplies	Office Depot- CC	Office Supplies	88.95
Office Supplies Total:						88.95
0	02/22/2018	Recreation Fund	Operating Supplies	Amazon.com- CC	Standing Desk	199.99
0	02/22/2018	Recreation Fund	Operating Supplies	Ferguson Enterprises Inc.-CC	PVC Pipe	21.16
0	02/28/2018	Recreation Fund	Operating Supplies	Fikes, Inc.	Restroom Supplies	135.80
0	02/28/2018	Recreation Fund	Operating Supplies	Fikes, Inc.	Restroom Supplies	195.50
88704	02/22/2018	Recreation Fund	Operating Supplies	Groth Music	Big Band Supplies	206.04
0	02/22/2018	Recreation Fund	Operating Supplies	Menards-CC	Acrylics	38.48
0	02/22/2018	Recreation Fund	Operating Supplies	Mikes Pro Shop - CC	Adult Leisure Supplies	38.57
0	02/22/2018	Recreation Fund	Operating Supplies	PetSmart-CC	Animal Supplies	19.39
0	02/22/2018	Recreation Fund	Operating Supplies	Restaurant Depot- CC	Senior Club Supplies	37.84
0	02/22/2018	Recreation Fund	Operating Supplies	Revolution Dancewear-CC	Ice Show Costumes	797.85
0	02/22/2018	Recreation Fund	Operating Supplies	Rink Systems Inc	Rinkshield	475.00
0	02/22/2018	Recreation Fund	Operating Supplies	Target- CC	Heater	42.94
0	02/22/2018	Recreation Fund	Operating Supplies	Walmart-CC	Glass Cleaner	13.40
0	02/22/2018	Recreation Fund	Operating Supplies	Weissman's Design-CC	Ice Show Costumes	495.38
0	02/22/2018	Recreation Fund	Operating Supplies	Z Shade-CC	Shade	23.75
Operating Supplies Total:						2,741.09
88785	02/28/2018	Recreation Fund	Other services	T Mobile	Cell Phones-Acct: 876644423	13.30
Other services Total:						13.30
0	02/28/2018	Recreation Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	3,642.03
PERA Employee Ded Total:						3,642.03

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	539.05
0	02/28/2018	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	3,711.15
PERA Employer Share Total:						4,250.20
0	02/28/2018	Recreation Fund	Printing	Roseville Area Schools	Printing Services	185.28
Printing Total:						185.28
88688	02/22/2018	Recreation Fund	Professional Services	AARP	Safe Driving Class	135.00
88750	02/28/2018	Recreation Fund	Professional Services	Erika Carlson	Basketball Scorekeeper	50.00
88751	02/28/2018	Recreation Fund	Professional Services	Karen Carrier	Tai Chi Instructor	210.00
88710	02/22/2018	Recreation Fund	Professional Services	Jessica Lee	Ensemble Music Classes-Winter 2018	1,593.00
0	02/22/2018	Recreation Fund	Professional Services	Willie McCray	Referee Service	1,120.00
0	02/22/2018	Recreation Fund	Professional Services	Willie McCray	Referee Service	1,120.00
0	02/22/2018	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,392.00
0	02/28/2018	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,392.00
88773	02/28/2018	Recreation Fund	Professional Services	Derek Moss	Basketball Scorekeeping	96.00
0	02/28/2018	Recreation Fund	Professional Services	Jessica Neau	Basketball Scorekeeping	84.00
88723	02/22/2018	Recreation Fund	Professional Services	Bill Pringle	Basketball Scorekeeping	100.00
88781	02/28/2018	Recreation Fund	Professional Services	George Sigstad	Broomball Officiating	384.00
Professional Services Total:						7,676.00
0	03/06/2018	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	5,039.86
Sales Tax Payable Total:						5,039.86
0	02/28/2018	Recreation Fund	Services	Roseville Area Schools	Printing Services	105.41
Services Total:						105.41
88686	02/22/2018	Recreation Fund	Skate Camp	3rd Lair SkatePark	Skateboard Camp-Summer 2018	600.00
Skate Camp Total:						600.00
0	02/28/2018	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	2,613.17
State Income Tax Total:						2,613.17
88785	02/28/2018	Recreation Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	524.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Telephone Total:	524.92
0	02/28/2018	Recreation Fund	Training	Matthew Johnson	Training Registratioin Reimbursemen	265.00
					Training Total:	265.00
0	02/22/2018	Recreation Fund	Transportation	Gina Robinette	Mileage Reimbursement	18.51
					Transportation Total:	18.51
0	02/22/2018	Recreation Fund	Utilities	Xcel Energy	New Park Buildings	1,795.83
0	02/22/2018	Recreation Fund	Utilities	Xcel Energy	Nature Center	909.55
0	02/22/2018	Recreation Fund	Utilities	Xcel Energy	Skating Center	32,253.70
					Utilities Total:	34,959.08
0	03/06/2018	Recreation Fund	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	128.00
					Vehicle Supplies & Maintenance Total:	128.00
					Fund Total:	87,495.99
0	02/22/2018	Recreation Improvements	Minor Equipment	ESRI, Inc.	ArcGis	359.34
					Minor Equipment Total:	359.34
					Fund Total:	359.34
88764	02/28/2018	Risk Management	Training	League of MN Cities	Safety & Loss Control Workshop	60.00
					Training Total:	60.00
					Fund Total:	60.00
88687	02/22/2018	Sanitary Sewer	Cleanup Assistance	911 Restoration of Minneapolis	Sewer Water Damage Mitigation	5,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Cleanup Assistance Total:	5,000.00
0	02/22/2018	Sanitary Sewer	Clothing	Josh Immerman	Boots Reimbursement Per Union Con	99.99
					Clothing Total:	99.99
0	03/06/2018	Sanitary Sewer	Credit Card Fees	Bluefin Payment Systems-Non Ban	UB Payments.com Charges	3,850.06
					Credit Card Fees Total:	3,850.06
0	02/28/2018	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	1,246.36
					Federal Income Tax Total:	1,246.36
0	02/28/2018	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	211.60
0	02/28/2018	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	904.67
					FICA Employee Ded. Total:	1,116.27
0	02/28/2018	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	211.60
0	02/28/2018	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	904.67
					FICA Employers Share Total:	1,116.27
0	02/28/2018	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.02.2018 ICMA Defe	26.26
					ICMA Def Comp Total:	26.26
88767	02/28/2018	Sanitary Sewer	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	126.96
					Life Ins. Employee Total:	126.96
88767	02/28/2018	Sanitary Sewer	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	25.03
					Life Ins. Employer Total:	25.03
88767	02/28/2018	Sanitary Sewer	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	75.42
					Long Term Disability Total:	75.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
88692	02/22/2018	Sanitary Sewer	Lounge Lift Station Upgrade	Bolton & Menk, Inc.	Sanitary Sewer Lift Station	11,316.50
					Lounge Lift Station Upgrade Total:	11,316.50
0	02/28/2018	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	151.06
					MN State Retirement Total:	151.06
0	02/28/2018	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	128.25
					MNDCP Def Comp Total:	128.25
0	02/22/2018	Sanitary Sewer	Operating Supplies	Flexible Pipe Tool Company	X-Tend-A-Claw	345.00
0	02/22/2018	Sanitary Sewer	Operating Supplies	Streicher's-CC	Stinger Flashlight	128.84
					Operating Supplies Total:	473.84
0	02/28/2018	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	981.89
					PERA Employee Ded Total:	981.89
0	02/28/2018	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	151.06
0	02/28/2018	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	981.89
					PERA Employer Share Total:	1,132.95
88729	02/22/2018	Sanitary Sewer	Professional Services	SanRon Properties, Inc.	PW Storage-Lease Payment February	694.44
					Professional Services Total:	694.44
0	02/28/2018	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	652.66
					State Income Tax Total:	652.66
0	02/22/2018	Sanitary Sewer	Telephone	Sprint- CC	Cell Phones	52.00
					Telephone Total:	52.00
88718	02/22/2018	Sanitary Sewer	Training	MN Pollution Control Agency	System Operators Conference Registr	1,505.00
88771	02/28/2018	Sanitary Sewer	Training	MN Pollution Control Agency	Collection System Operators Confere	500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Training Total:						2,005.00
0	02/22/2018	Sanitary Sewer	Utilities	Xcel Energy	Sanitary Sewers	1,097.33
0	02/22/2018	Sanitary Sewer	Utilities	Xcel Energy	Lift Stations	733.71
Utilities Total:						1,831.04
0	03/06/2018	Sanitary Sewer	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	80.00
Vehicle Supplies & Maintenance Total:						80.00
Fund Total:						32,182.25
0	02/28/2018	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	96.63
Federal Income Tax Total:						96.63
0	02/28/2018	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	64.40
0	02/28/2018	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare Ei	15.07
FICA Employee Ded. Total:						79.47
0	02/28/2018	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	64.40
0	02/28/2018	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare Ei	15.07
FICA Employers Share Total:						79.47
88767	02/28/2018	Solid Waste Recycle	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	1.43
Life Ins. Employer Total:						1.43
88767	02/28/2018	Solid Waste Recycle	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	5.30
Long Term Disability Total:						5.30
0	02/28/2018	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	9.78

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
MN State Retirement Total:						9.78
0	02/28/2018	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	63.57
PERA Employee Ded Total:						63.57
0	02/28/2018	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	63.57
0	02/28/2018	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	9.78
PERA Employer Share Total:						73.35
0	02/28/2018	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	54.13
State Income Tax Total:						54.13
Fund Total:						463.13
0	02/28/2018	Special "10" Fund	Professional Service	Roseville Community Foundation	Lawful Gambling Proceeds	13,000.00
Professional Service Total:						13,000.00
Fund Total:						13,000.00
0	02/28/2018	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	1,110.72
Federal Income Tax Total:						1,110.72
0	02/28/2018	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	169.86
0	02/28/2018	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	726.41
FICA Employee Ded. Total:						896.27
0	02/28/2018	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	726.41
0	02/28/2018	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	169.86
FICA Employers Share Total:						896.27

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/28/2018	Storm Drainage	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00002.02.2018 ICMA Defe	52.50
					ICMA Def Comp Total:	52.50
88767	02/28/2018	Storm Drainage	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	59.84
					Life Ins. Employee Total:	59.84
88767	02/28/2018	Storm Drainage	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	19.12
					Life Ins. Employer Total:	19.12
88767	02/28/2018	Storm Drainage	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	56.24
					Long Term Disability Total:	56.24
0	02/28/2018	Storm Drainage	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.02.2018 Minnesota I	37.62
					Minnesota Benefit Ded Total:	37.62
0	02/28/2018	Storm Drainage	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	117.18
					MN State Retirement Total:	117.18
0	02/28/2018	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	63.51
					MNDCP Def Comp Total:	63.51
88728	02/22/2018	Storm Drainage	Oasis Pond	Rice Creek Watershed District	Oasis Pond IESF Project	10,000.00
					Oasis Pond Total:	10,000.00
0	02/22/2018	Storm Drainage	Office Supplies	Innovative Office Solutions	Office Supplies	75.39
					Office Supplies Total:	75.39
88720	02/22/2018	Storm Drainage	Operating Supplies	National Pen Company	Pens	97.22
					Operating Supplies Total:	97.22
0	02/28/2018	Storm Drainage	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	761.77

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PERA Employee Ded Total:						761.77
0	02/28/2018	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	117.18
0	02/28/2018	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	761.77
PERA Employer Share Total:						878.95
88729	02/22/2018	Storm Drainage	Professional Services	SanRon Properties, Inc.	PW Storage-Lease Payment February	694.44
Professional Services Total:						694.44
0	02/28/2018	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	550.44
State Income Tax Total:						550.44
0	03/06/2018	Storm Drainage	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	96.00
Vehicle Supplies & Maintenance Total:						96.00
0	02/22/2018	Storm Drainage	Walsh Lake Lift St Repl	SEH	Walsh Lift Station	3,004.67
Walsh Lake Lift St Repl Total:						3,004.67
Fund Total:						19,468.15
88732	02/22/2018	Street Construction	2017 Pavement Mgmt Project	St. Anthony Village	HSIP Improvements Reimbursement	8,657.61
2017 Pavement Mgmt Project Total:						8,657.61
Fund Total:						8,657.61
0	02/28/2018	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	459.68
Federal Income Tax Total:						459.68
0	02/28/2018	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	104.98
0	02/28/2018	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	448.95

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	553.93
0	02/28/2018	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	104.98
0	02/28/2018	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	448.95
					FICA Employers Share Total:	553.93
88767	02/28/2018	Telecommunications	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	48.30
					Life Ins. Employee Total:	48.30
88767	02/28/2018	Telecommunications	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	10.55
					Life Ins. Employer Total:	10.55
88767	02/28/2018	Telecommunications	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	39.41
					Long Term Disability Total:	39.41
0	02/28/2018	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	72.35
					MN State Retirement Total:	72.35
0	02/28/2018	Telecommunications	MNDCP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDCP De	392.50
					MNDCP Def Comp Total:	392.50
0	02/28/2018	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	470.31
					PERA Employee Ded Total:	470.31
0	02/28/2018	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	470.31
0	02/28/2018	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	72.35
					PERA Employer Share Total:	542.66
88774	02/28/2018	Telecommunications	Printing	Murphy Creative Design, LLC	Creative Services	1,050.00
					Printing Total:	1,050.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/22/2018	Telecommunications	Professional Services	North Suburban Access Corp	Monthly Production Services-Jan 201	1,433.19
Professional Services Total:						1,433.19
0	02/28/2018	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	254.99
State Income Tax Total:						254.99
Fund Total:						5,881.80
88690	02/22/2018	Water Fund	706 Shryer Water Booster	Advanced Engineering & Environm	Water Booster Station Improvements	3,967.52
0	02/22/2018	Water Fund	706 Shryer Water Booster	SEH	Booster Station Construction Oversite	489.36
706 Shryer Water Booster Total:						4,456.88
88757	02/28/2018	Water Fund	Accounts Payable	TERI FRITSMA	Refund Check	69.26
88760	02/28/2018	Water Fund	Accounts Payable	JAMES & MOLLY IBISTER	Refund Check	231.45
88762	02/28/2018	Water Fund	Accounts Payable	MARY KAPAUN REVOCABLE LI	Refund Check	249.68
88765	02/28/2018	Water Fund	Accounts Payable	CHRIS & JENNY LILLEHEI	Refund Check	202.73
88768	02/28/2018	Water Fund	Accounts Payable	JAMES MEYERHOFF	Refund Check	281.24
88778	02/28/2018	Water Fund	Accounts Payable	ERIC PROZINSKI	Refund Check	10.01
88726	02/22/2018	Water Fund	Accounts Payable	REAL LIFE CHURCH	Refund Check	110.64
88780	02/28/2018	Water Fund	Accounts Payable	OTTO SANDVIG REVOCABLE T	Refund Check	64.98
88786	02/28/2018	Water Fund	Accounts Payable	LAURA TRACY	Refund Check	94.60
88789	02/28/2018	Water Fund	Accounts Payable	TOM & JULIE VAITH	Refund Check	101.90
88792	02/28/2018	Water Fund	Accounts Payable	BRANDON WITZEL	Refund Check	74.99
88740	02/22/2018	Water Fund	Accounts Payable	VELLA WYTTEBACH	Refund Check	63.03
Accounts Payable Total:						1,554.51
0	02/22/2018	Water Fund	Clothing	Michael Ross	Uniform Supplies Reimbursement	73.42
Clothing Total:						73.42
0	02/28/2018	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Federal Incc	1,579.00
Federal Income Tax Total:						1,579.00
0	02/28/2018	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	270.98
0	02/28/2018	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	1,158.88

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	1,429.86
0	02/28/2018	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 FICA Empl	1,158.88
0	02/28/2018	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.02.2018 Medicare E	270.98
					FICA Employers Share Total:	1,429.86
0	02/28/2018	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00002.02.2018 ICMA Defe	48.74
					ICMA Def Comp Total:	48.74
88767	02/28/2018	Water Fund	Life Ins. Employee	LINA	Life Insurance Premium-Feb. 2018	225.27
					Life Ins. Employee Total:	225.27
88767	02/28/2018	Water Fund	Life Ins. Employer	LINA	Life Insurance Premium-Feb. 2018	34.63
					Life Ins. Employer Total:	34.63
88767	02/28/2018	Water Fund	Long Term Disability	LINA	Life Insurance Premium-Feb. 2018	92.40
					Long Term Disability Total:	92.40
0	02/28/2018	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.02.2018 Post Emplo	184.97
					MN State Retirement Total:	184.97
0	02/28/2018	Water Fund	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.02.2018 MNDP De	203.75
					MNDP Def Comp Total:	203.75
0	02/22/2018	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	100.79
0	02/28/2018	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	1,379.68
88702	02/22/2018	Water Fund	Operating Supplies	Fra-Dor Inc.	Received Loads	490.00
0	02/22/2018	Water Fund	Operating Supplies	Harbor Freight Tools-CC	Water Break Tools	37.75
0	02/22/2018	Water Fund	Operating Supplies	Menards-CC	Track/Recess Bulb Change, Hex Shar	295.01
0	02/22/2018	Water Fund	Operating Supplies	Metal Supermarkets	Metal Supplies	17.86
0	02/22/2018	Water Fund	Operating Supplies	Metal Supermarkets	Metal Supplies	47.26
0	02/22/2018	Water Fund	Operating Supplies	Metal Supermarkets	Utility Supplies	63.20
0	02/22/2018	Water Fund	Operating Supplies	Metal Supermarkets	Utility Supplies	150.07

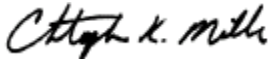
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	02/22/2018	Water Fund	Operating Supplies	Metal Supermarkets	Utility Supplies	10.71
0	02/22/2018	Water Fund	Operating Supplies	Pollardwater.com-CC	Meter Supplies	341.59
0	02/22/2018	Water Fund	Operating Supplies	Sherwin Williams - CC	Paint Supplies	126.78
0	02/22/2018	Water Fund	Operating Supplies	Suburban Ace Hardware-CC	Batteries	9.65
0	02/22/2018	Water Fund	Operating Supplies	Suburban Ace Hardware-CC	Spray Paint	17.14
0	02/22/2018	Water Fund	Operating Supplies	Total Tool	Scraper Blade	42.51
0	02/22/2018	Water Fund	Operating Supplies	Total Tool	Sledge Hammer	54.33
Operating Supplies Total:						3,184.33
0	02/28/2018	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	1,202.36
PERA Employee Ded Total:						1,202.36
0	02/28/2018	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera Emplo	1,202.36
0	02/28/2018	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.02.2018 Pera additio	184.97
PERA Employer Share Total:						1,387.33
88729	02/22/2018	Water Fund	Professional Services	SanRon Properties, Inc.	PW Storage-Lease Payment February	694.45
88790	02/28/2018	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Locating Service	566.75
Professional Services Total:						1,261.20
88733	02/22/2018	Water Fund	St. Paul Water	St. Paul Regional Water Services	Water	326,694.84
St. Paul Water Total:						326,694.84
0	02/28/2018	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.02.2018 State Incom	807.06
State Income Tax Total:						807.06
0	03/06/2018	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use Tax	11,826.13
State Sales Tax Payable Total:						11,826.13
88785	02/28/2018	Water Fund	Telephone	T Mobile	Cell Phones-Acct: 876644423	1,056.80
Telephone Total:						1,056.80
88717	02/22/2018	Water Fund	Training	MN Dept of Health-Drinking Water	Class D Exam Application	32.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Training Total:						32.00
0	02/22/2018	Water Fund	Utilities	Xcel Energy	Repeater Station	15.58
0	02/22/2018	Water Fund	Utilities	Xcel Energy	Water Tower	5,107.11
Utilities Total:						5,122.69
0	03/06/2018	Water Fund	Vehicle Supplies & Maintenance	City of Roseville- Non Bank	Vehicle Tab Renewal	64.00
Vehicle Supplies & Maintenance Total:						64.00
0	03/06/2018	Water Fund	Water - Roseville	City of Roseville- Non Bank	City Water Bills	1,650.43
Water - Roseville Total:						1,650.43
Fund Total:						365,602.46
Report Total:						1,252,697.96

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **9.b**

Department Approval



City Manager Approval



Item Description: Consideration to approve or deny 2 Temporary On-Sale Liquor License, and 2 Temporary Gambling Permits.

BACKGROUND

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

Temporary On-Sale Liquor License

Concordia Academy
2400 North Dale St.
Roseville, MN 55113

Concordia Academy is hosting a dinner auction on April 4th which it plans to sell alcohol. They will be using the school gym as their dinner location.

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

St. Rose of Lima will be hosting a fundraiser event on May 12th in their school cafeteria which will include the sale of alcohol. St. Rose of Lima has been issued temporary licenses in the past without any issues.

Temporary Gambling Permits

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

St. Rose of Lima will be hosting a fundraiser event on May 12th in the school cafeteria located at 2072 Hamline Ave N. They are also having a second gambling event on May 5th which will be held at Midland Hills Country Club located at 2001 Fulham St. Both events will be having a raffle. St. Rose of Lima has been issued permits in the past without any issues.

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

34 **STAFF RECOMMENDATION**

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

37 **REQUESTED COUNCIL ACTION**

38 Motion to approve the Temporary On-Sale Liquor Licenses and Temporary Gambling Permits.

Prepared by: Chris Miller, Finance Director

Attachments: A: Applications



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

Name of organization		Date organized	Tax exempt number
Concordia Academy		Jan 1, 1968	41-0845401
Address	City	State	Zip Code
2400 North Dale St	Roseville	Minnesota	55113
Name of person making application		Business phone	Home phone
Lisa Sell		6514848429	
Date(s) of event	Type of organization		
April 14, 2018	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Carlyle Kramer	Roseville	Minnesota	55113
Organization officer's name	City	State	Zip Code
Tim Berner	Roseville	Minnesota	55113
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.

Will be used in school gym for dinner auction fundraising event.

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

No.

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

No.

APPROVAL

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

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

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Saint Rose of Lima Catholic School Date organized 9/1/1940 Tax exempt number 8570281

Address 2072 Hamline Ave N City Roseville State MN Zip Code 55113

Name of person making application John Adams *jadams@saintroseoflima.net* Business phone 651-357-1204 Home phone

Date(s) of event May 12, 2018 Type of organization ☐ Club ☐ Charitable ☒ Religious ☐ Other non-profit

Organization officer's name Robert J. Fitzpatrick City Roseville State MN Zip Code 55113

Organization officer's name City State MN Zip Code

Organization officer's name City State MN Zip Code

Organization officer's name City State MN Zip Code

Location where permit will be used. If an outdoor area, describe.
Saint Rose of Lima Catholic School Cafeteria

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
No

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Catholic Mutual Insurance
\$1,000,000

APPROVAL

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

City or County approving the license

Fee Amount

Date Fee Paid

Signature City Clerk or County Official

Date Approved

Permit Date

City or County E-mail Address

City or County Phone Number

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Saint Rose of Lima Previous Gambling Permit Number: X-62002
 Minnesota Tax ID Number, if any: 8570281 Federal Employer ID Number (FEIN), if any: 41-0790158
 Mailing Address: 2072 Hamline Ave. N.
 City: Roseville State: MN Zip: 55113 County: Ramsey
 Name of Chief Executive Officer (CEO): Fr. Robert J. Fitzpatrick
 CEO Daytime Phone: 651-645-9389 CEO Email: frfritz@saintroseoflima.net
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): jadams@saintroseoflima.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

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

Check one:

☒ City: Roseville Zip: 55113 County: Ramsey
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): May 12, 2018

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$2,250.00)

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

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

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

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 2-16-18

(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Robert J. Fitzpatrick

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

Internal Revenue Service

Department of the Treasury

District
Director

Baltimore District

31 Hopkins Plaza, Baltimore, Md. 21201

▷ August 12, 1988

Telephone: (301) 962-4768

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

Dear Ms. Halloran:

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

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

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

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

United States Catholic Conference

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

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

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

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

Sincerely yours,


Phil Brand
District Director

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

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Saint Rose of Lima Previous Gambling Permit Number: X-62002
 Minnesota Tax ID Number, if any: 8570281 Federal Employer ID Number (FEIN), if any: 41-0790158
 Mailing Address: 2048 Hamline Ave. N.
 City: Roseville State: MN Zip: 55113 County: Ramsey
 Name of Chief Executive Officer (CEO): Fr. Robert J. Fitzpatrick
 CEO Daytime Phone: 651-645-9389 CEO Email: frfitz@saintroseoflima.net
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): jadams@saintroseoflima.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
 (for raffles, list the site where the drawing will take place): Midland Hills Country Club

Physical Address (do not use P.O. box): 2001 Fulham St.

Check one:

☒ City: Roseville Zip: 55113 County: Ramsey
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles,
 indicate the date of the drawing): May 5, 2018

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$2,000.00)

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

Internal Revenue Service

Department of the Treasury

District
Director

Baltimore District

31 Hopkins Plaza, Baltimore, Md. 21201

▷ August 12, 1988

Telephone: (301) 962-4768

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Associate General Counsel
1312 Massachusetts Avenue, N.W.
Washington, D.C. 20005

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

Sincerely yours,


Phil Brand
District Director

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **9.c**

Department Approval



City Manager Approval



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

BACKGROUND

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

Attachment A includes a list of items submitted for Council review and approval. *Attachment B* includes a summary of the CIP purchases for 2018.

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

Funding for all items is provided for in the current budget or through pre-funded capital replacement funds.

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

Motion to approve the submitted purchases or contracts for services and if applicable; the sale/trade-in of surplus items.

Prepared by: Chris Miller, Finance Director
Attachments: A: Over \$5,000 Items for Purchase or Sale/Trade-in
B: 2018 CIP Purchase Summary

General Purchases or Contracts

<u>Division</u>	<u>Vendor</u>	<u>Description</u>	<u>Key</u>	<u>Budget Amount</u>	<u>P.O. Amount</u>	<u>Budget / CIP</u>
Storm Sewer	WSB & Associates	Pond Maint. Eng. Services	(a)	\$ 69,000	\$ 13,740	Budget

Key

- (a) Includes survey of six pond bottoms, inlet and outlet elevations & recommended maintenance. The budget amount represents the total 2018 budget for these types of services.

Sale of Surplus Vehicles or Equipment

<u>Division</u>	<u>Description</u>	<u>Key</u>	<u>Est. Sale / Trade-In Amount</u>
-----------------	--------------------	------------	------------------------------------

Key

n/a

City of Roseville

Attachment B

2018 Summary of Scheduled CIP Items

Updated February 28, 2018

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
Administration					
		\$ -	\$ -	\$ -	\$ -
Finance					
Software Acquisition		-	80,000	-	80,000
Central Services					
Copier & Postage Machine Lease		-	82,000	6,363	75,637
Police					
Marked Squad Car Replacements	1/29/2018	121,765	165,000	-	165,000
Unmarked Vehicle Replacement	1/29/2018	22,556	24,000	14,824	9,176
Vehicle Tools & Equipment		-	11,855	582	11,273
Vehicle Computers & Printers		-	8,800	-	8,800
Vehicle Cameras		-	41,715	-	41,715
Sidearms, Long-Guns, Non-Lethal Equip.		-	6,750	-	6,750
Tactical Gear		-	12,905	-	12,905
Crime Scene Equipment		-	3,000	-	3,000
Radio Equipment	1/29/2018	26,247	15,500	-	15,500
Office Equipment		-	6,500	-	6,500
Office Furniture		-	8,400	-	8,400
Fire					
Command Response Vehicle	1/29/2018	38,319	52,500	38,319	14,181
Reporting Software		-	11,000	-	11,000
Portable and mobile radios		-	20,000	11,028	8,972
Personal Protective Equipment		-	40,000	-	40,000
SWAT Gear/Equipment		-	10,000	-	10,000
Fitness Equipment		-	10,000	-	10,000
Rescue/Training Equipment		-	1,500	-	1,500
Kitchen table & chairs		-	1,500	-	1,500
Outdoor Warning Sirens	1/29/2018	51,239	52,595	-	52,595
Public Works					
#304: Project Coord. C1500	1/29/2018	24,040	30,000	-	30,000
#111 Bobcat: Bucket		-	5,000	-	5,000
#111 Bobcat: Millhead	1/29/2018	14,112	22,000	-	22,000
#111 Bobcat: Sweeper Broom	1/29/2018	2,940	8,000	-	8,000
#157 Ingersoll 5-ton roller	1/29/2018	34,469	40,000	34,469	5,531
Street Signs		-	10,000	-	10,000
Band Saw		-	4,500	-	4,500
Boom Truck	1/8/2018	182,264	225,000	-	225,000
Brake lathe	1/29/2018	9,848	11,000	9,848	1,152
Parks & Recreation					
#511 Toolcat	1/29/2018	41,745	55,000	-	55,000
#553 John Deere Loader	1/29/2018	44,202	80,000	-	80,000
Tractor Replacement		-	41,000	-	41,000

City of Roseville

Attachment B

2018 Summary of Scheduled CIP Items

Updated February 28, 2018

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
General Facility Improvements					
Door Card Reader (CH,PW)		-	25,000	-	25,000
Unit Heaters (CH, PW)		-	6,000	-	6,000
Tables & Chairs (CH)		-	30,000	-	30,000
Maintenance Yard Security Gate		-	25,000	-	25,000
Paint Walls & City Hall		-	15,000	-	15,000
City Hall Elevator		-	95,000	-	95,000
Arena: Dehumidification		-	90,000	-	90,000
Arena: Restroom Remodeling		-	75,000	-	75,000
OVAL: Microprocessors		-	20,000	-	20,000
Fire Station Shift Office Counter Tops		-	3,000	-	3,000
Information Technology					
Computers (Notebooks, Desktop, Mobile)		-	69,800	-	69,800
Monitor/Display		-	8,700	-	8,700
MS Office License		-	8,100	-	8,100
Desktop Printer		-	1,200	-	1,200
Network Switches/Routers (Roseville)		-	38,000	-	38,000
Network Switches/Routers (Roseville)		-	10,000	-	10,000
Servers - Host - Shared (5)		-	30,000	-	30,000
Storage Area Network Nodes- Shared (8)		-	55,000	-	55,000
Power/UPS - Closets (11)		-	1,700	-	1,700
Surveillance Cameras (53)		-	9,180	-	9,180
Wireless Access Points (38)		-	23,200	-	23,200
Office Furniture		-	-	-	-
Park Improvements					
Tennis & Basketball Courts		-	-	-	-
Shelters & Structures		-	60,000	-	60,000
Volleyball & Bocce Ball Courts		-	-	-	-
Pathway Lighting		-	-	-	-
PIP Items		-	200,000	359	199,641
Natural Resources		-	40,000	-	40,000
Street Improvements					
Improvements		-	2,200,000	8,658	2,191,342
Street Lighting					
Improvements		-	45,000	-	45,000
Pathways (Existing)					
Improvements		-	250,000	-	250,000
Communications					
Conference Room Equipment		-	-	-	-
Other Equipment		-	10,000	-	10,000
License Center					
General Office Equipment		-	3,100	-	3,100
Facility Improvements		-	250,000	-	250,000
Community Development					
Inspections Vehicle		-	19,000	-	19,000
Computer Replacements		-	2,500	-	2,500
Office Furniture		-	1,000	-	1,000

City of Roseville

Attachment B

2018 Summary of Scheduled CIP Items

Updated February 28, 2018

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
Water					
Field Computer Add/Replacements		-	5,000	-	5,000
Valve Operator & Vac		-	70,000	-	70,000
Booster Station Rehabilitation		-	1,600,000	175,309	1,424,691
Water main replacement		-	500,000	-	500,000
Sanitary Sewer					
#209 1-ton Flat Bed Crane		-	40,000	-	40,000
Pipe Camera		-	75,000	-	75,000
Lounge Lift Station Rehab		-	350,000	11,317	338,684
Fernwood Lift Station Rehab		-	60,000	-	60,000
Sewer main repairs		-	1,000,000	(2,250)	1,002,250
I & I reduction		-	100,000	-	100,000
Storm Sewer					
#172 Zero Turn Mower		-	15,000	-	15,000
Walsh Storm station Upgrades		-	450,000	7,380	442,620
Pond improvements/Infiltration		-	275,000	10,000	265,000
Storm Sewer Replacement/Rehabilitation	2/12/2018	47,300	350,000	-	350,000
Golf Course					
Irrigation System Upgrades		-	30,000	-	30,000
		-	-	-	-
Total - All Items			\$9,836,500	\$ 326,205	\$9,510,295

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **9.d**

Department Approval



City Manager Approval



Item Description: **Annual Police Forfeiture Accounts Summary**

BACKGROUND

In 2011, Council asked for an annual summary of information related to the year's activities in the forfeiture accounts. This memorandum is Attachment A. The memorandum supplied to the Council dated in 2011 explaining the forfeiture accounts, is attached as a reference- Attachment B.

OBJECTIVE

Accept summary information of account activities.

FINANCIAL IMPACTS

There is no cost to the city.

STAFF RECOMMENDATION

Council receipt of summary memorandums on forfeiture accounts.

REQUESTED COUNCIL ACTION

Request Council receipt of summary memorandums on forfeiture accounts.

Prepared by: Rick Mathwig, Chief of Police

Attachments: A. 2017 Summary Information
B. 2011 PD Memo to Council

MEMORANDUM

Attachment A



DATE: March 12, 2018

TO: City Manager Patrick Trudgeon

FROM: Chief of Police Rick Mathwig

SUBJECT: Summary information on Police Forfeiture funds

In August of 2011, Council requested an annual document summarizing forfeiture account activities. The accompanying memorandum, which describes the Police Department's forfeiture accounts, serves as foundation.

The Police Department forfeiture accounts are labeled as: **Narcotics Forfeiture, Federal Equitable Sharing- Narcotics** and **Alcohol Forfeiture**. The Narcotics Forfeiture account holds funds forfeited for controlled substance offenses and other "designated offenses", as defined in Minnesota statutes. The Federal Equitable Sharing- Narcotics account holds funds forfeited for federal controlled substance violations. The Alcohol Forfeiture account holds only funds forfeited for DWI related offenses.

Purchases made in excess of \$5,000 require Council approval.

The **2017** summary information for both accounts:

Narcotics Forfeiture

- Beginning balance- \$95,102
- Ending balance- \$81,346

Summary of purchases

- East Metro SWAT annual membership- \$5,198
- Exercise room replacement equipment- \$9,980
- Covert investigative supplies, services and equipment- \$3,110
- Medicine disposal bags (200)- \$786
- Vehicle rental for hosting National Asian Police Officer's conference- \$600
- Vehicle tow and storage fees- \$475
- Explorer uniforms (doubled program enrollment in 2017)- \$364
- Grant contribution for marketing and outreach intern- \$315
- Costs related to tobacco compliance checks- \$154
- Other nominal costs related to police services

Equitable Sharing- Federal Narcotics Forfeitures

- Beginning balance- \$116,980
- Ending balance- \$118,887

Summary of purchases

- No purchases using equitable sharing funds in 2017; revenue through VCET (federal controlled substance violations)

1 **Alcohol Forfeiture**

- 2 • Beginning balance- \$242,882
3 • Ending balance- \$208,567
4

5 **Summary of purchases**

- 6 • Squad DVD copying services- \$18,038
7 • Overtime costs related to DWI details- \$7,555
8 • City attorney fees related to DWI forfeiture- not included in prosecution contract- \$5,478
9 • Speech recognition software for report writing- \$3,875
10 • Arbitrator mics- \$1850
11 • Fees related to seized vehicles (e.g. towing, storage, titles etc.)- \$1,750
12 • Maintenance and fuel of squad dedicated to DWI enforcement- \$722
13 • Intoxilyzer supplies and repairs- \$501
14 • Costs related to alcohol compliance checks- \$163
15 • Other nominal costs related to DWI enforcement services
16
17
18
19

20 *All information accurate as of 2/27/2018



MEMORANDUM

DATE: August 25, 2011

TO: City Manager Bill Malinen

FROM: Chief Rick Mathwig

SUBJECT: Forfeiture Information

This memorandum is in response to Mayor Roe's request for a report related to questions raised by a citizen.

Property seized and ultimately forfeited by the Roseville Police Department is governed by Minnesota statutes: 169A.63 as it pertains to vehicle forfeitures for aggravated drunk driving arrests, and 609.531 as it pertains to vehicle and property seized for designated offenses such as narcotics, burglary, and other crimes.

Other property forfeited by the Police Department, not governed by Minnesota statutes, is generally related to our narcotics officer assigned to the Ramsey County's Violent Crime Enforcement Team (VCET). A percentage of their forfeitures are in concert with federal agencies such as the DEA. Those forfeitures are under the direction of federal laws which are similar to those in Minnesota.

Each Minnesota statute contains numerous subdivisions which strictly control forfeitures and the appeal processes afforded to those whose property is seized by law enforcement.

Upon seizure of property to be forfeited the owner is issued a receipt for the property and is issued written documentation on how to contest the seizure in court. This information is written in multiple languages and the law enforcement agency must be certain the person understands the seizure and the appeal process or the seizure will be considered invalid.

Once property has been legally seized and forfeited state statutes dictate how the proceeds should be dispersed. This process differs among crimes, but involving aggravated DWI offenses, the law enforcement agency retains seventy percent of the proceeds and thirty percent is forwarded to the prosecuting attorney. For crimes involving narcotics, burglary, etc., percentages differ but in general the law enforcement agency retains seventy percent of the proceeds, twenty percent is forwarded to the prosecuting attorney and the remaining ten percent is sent to the State of Minnesota's Crime Victim's Fund.

The Minnesota Peace Officers Standards and Training Board (POST) is the state entity that holds all professional licenses of peace officers in Minnesota. POST provides many functions one of which is offering model policies based on best practices in law enforcement. Some of the model policies are considered mandatory; *Procession of Property Seized for Administrative Forfeiture* is a required policy of all law enforcement agencies in Minnesota. The model policy was implemented in 2011. The model policy did not change our forfeiture operations in any significant manner.

Minnesota statutes mandate every forfeiture be reported to the Office of the State Auditor.

The citizen's questions raised to the Council are directly related to the now defunct Gang Strike Force and not my Department. I do not have intimate details of the Gang Strike Force's former operations but what has been established is some members of the Gang Strike Force disregarded state and federal statutes which dictate the process of seizing and ultimately forfeiting property from suspects in criminal activity.

These web links will allow access to expanded information on forfeiture guidelines and regulations.

Forfeitures related to aggravated DWI offenses:
<https://www.revisor.mn.gov/statutes/?id=169A.63>

Forfeitures related to other crimes: <https://www.revisor.mn.gov/statutes/?id=609.531>

Model policies of POST: <https://dps.mn.gov/entity/post/model-policies-learning-objectives/Pages/default.aspx>

The citizen's questions also address the expenditure of forfeiture funds. State statutes mandate the funds are to be used to "supplement" law enforcement's activities and budgets. Historically, the Department has used forfeited funds related to aggravated DWI offenses to supplement its efforts in combating DWI. The Department has used forfeited funds related to other crimes in a more general sense in supplementing budgetary limitations. Many times expenses related to the Roseville members of East Metro SWAT are paid by this forfeiture account.

All expenditures are authorized by the Chief of Police and paid by the Finance Department.

There is no manner to realistically forecast expected expenditures of these accounts as forfeiture statutes mandate the funds be used to "supplement" the financial needs of a law enforcement agency and not replace budgetary funding.

The forfeiture accounts have been used to bridge the CIP shortfall and actual needs of the Department in effectively and efficiently providing public safety functions to the citizens, businesses and visitors to Roseville.

There are many day to day operational items that have been purchased by these funds to include: automobile window tint meters, Tasers, legal defense related to forfeitures which is outside the contract of the city attorney, preliminary alcohol breath test meters, over \$100,000 was used to purchase the Department's current mobile computers, Police Reserve appreciation dinner, and many other uses. I expect future expenditures will be similar to the past.

I hope this memorandum provides enough guidance on the criminal forfeiture process and am willing to answer additional questions.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **9.e**

Department Approval



City Manager Approval



Item Description: Approve Resolution Awarding Bid for 2018 Pavement Management Project

BACKGROUND

The 2018 Pavement Management Project consists of mostly street mill and overlay projects and a few street reclaim projects. The project also includes some watermain replacement. Plans and specifications were developed for the project and bids were solicited in March.

The bids were opened at 11:00 a.m. on Tuesday, March 6, 2018. Nine qualified bids were received for this year's project. After thorough review of the bids received, staff recommends awarding the following work as a part of the 2018 Pavement Management Project:

P-18-04 Mill and Overlay Project – Approximately 6.60 miles of roadway (See Attachment B for the street segments in the 2018 Pavement Management Program)

W-18-04 WATERMAIN REPLACEMENT

- Sandhurst Dr
- Eldridge Ave
- Crescent Ln
- Hand Ave
- North McCarrons Blvd

POLICY OBJECTIVE

Based on past practice, the City Council has awarded the contract to the lowest responsible bidder. For the 2018 Pavement Management Project, the apparent low bidder was T.A. Schifsky & Sons, Inc. with a bid of \$2,912,751.39. Following is a summary of the bids received:

Contractor	Bid
T.A. Schifsky & Sons, Inc.	\$2,912,751.39
Hardrives, Inc.	\$3,023,986.41
Park Construction Co	\$3,032,022.10
Bituminous Roadways, Inc	\$3,227,039.50
Northdale Construction Co, Inc	\$3,229,490.41
Valley Paving Inc	\$3,268,044.77
Midwest Asphalt Services	\$3,273,199.50
North Valley Inc.	\$3,308,502.37
C.S. McCrossan Construction, Inc.	\$3,471,970.40
<i>Engineer's Estimate</i>	<i>\$3,071,106.00</i>

BUDGET IMPLICATIONS

Staff received 9 bids for this project. The low bid submitted by T.A. Schifsky & Sons, Inc. in the amount of \$2,912,751.39, is 5.16% lower than the engineer's construction estimate of \$3,071,106.00. The bid prices across the board were competitive with some total bids below and some above the engineers estimate.

This project is proposed to be paid for using the following funds;

Fund	Budgeted	Cost Based on Bid	Difference
Municipal State Aid	\$ 850,000.00	\$ 690,000.00	\$ 160,000.00
Street Fund	\$ 1,300,000.00	\$ 1,260,000.00	\$ 40,000.00
Sanitary Sewer Fund	\$ 100,000.00	\$ 104,000.00	\$ (4,000.00)
Water Utility Fund	\$ 500,000.00	\$ 557,000.00	\$ (57,000.00)
Storm Sewer Fund	\$ 200,000.00	\$ 206,000.00	\$ (6,000.00)
Total	\$ 2,950,000.00	\$ 2,817,000.00	

The funding breakdown matches the budgeted expenses per fund very well. Only the watermain fund is slightly over budget at \$57,000. Staff will reduce watermain replacement in 2019 to account for the difference, or we may realize budget savings in other capital projects within this fund to offset this overrun. The sanitary sewer fund will be reimbursed by private property owners as these residents elected to have their private sewer service in the right of way replaced as part of the project.

This project is proposed to be completed by October of 2018.

STAFF RECOMMENDATION

Staff recommends approval of a resolution awarding bid for the 2018 Pavement Management Project in the amount of \$2,912,751.39 to T.A. Schifsky & Sons, Inc.

REQUESTED COUNCIL ACTION

Approve resolution awarding bid for the 2018 Pavement Management Project in the amount of \$2,912,751.39 to T.A. Schifsky & Sons, Inc.

Prepared by: Jesse Freihammer, City Engineer
Attachments: A: Resolution
B: Map of 2018 PMP Area

**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 12th day of March, 2018, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION AWARDING BIDS
FOR 2018 PAVEMENT MANAGEMENT PROJECT**

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Tuesday, March 6, at 11:00 a.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

Contractor	Bid
T.A. Schifsky & Sons, Inc.	\$2,912,751.39
Hardrives, Inc.	\$3,023,986.41
Park Construction Co	\$3,032,022.10
Bituminous Roadways, Inc	\$3,227,039.50
Northdale Construction Co, Inc	\$3,229,490.41
Valley Paving Inc	\$3,268,044.77
Midwest Asphalt Services	\$3,273,199.50
North Valley Inc.	\$3,308,502.37
C.S. McCrossan Construction, Inc.	\$3,471,970.40
<i>Engineer's Estimate</i>	<i>\$3,071,106.00</i>

WHEREAS, it appears that T.A. Schifsky & Sons, Inc., is the lowest responsible bidder at the tabulated price of \$2,912,751.39.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with T.A. Schifsky & Sons, Inc. for \$2,912,751.39 in the name of the City of Roseville for the above improvements according to the plans and specifications

30 thereof heretofore approved by the City Council and on file in the office of the City
31 Manager.

- 32 2. The City Manager is hereby authorized and directed to return forthwith to all bidders
33 the deposits made with their bids except the deposits of the successful bidder and the
34 next lowest bidder shall be retained until contracts have been signed.

35
36 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville,
37 Minnesota:

38
39 The motion for the adoption of the foregoing resolution was duly seconded by Member , and
40 upon vote being taken thereon, the following voted in favor thereof: ; and and the
41 following voted against the same: .

42
43 WHEREUPON said resolution was declared duly passed and adopted.

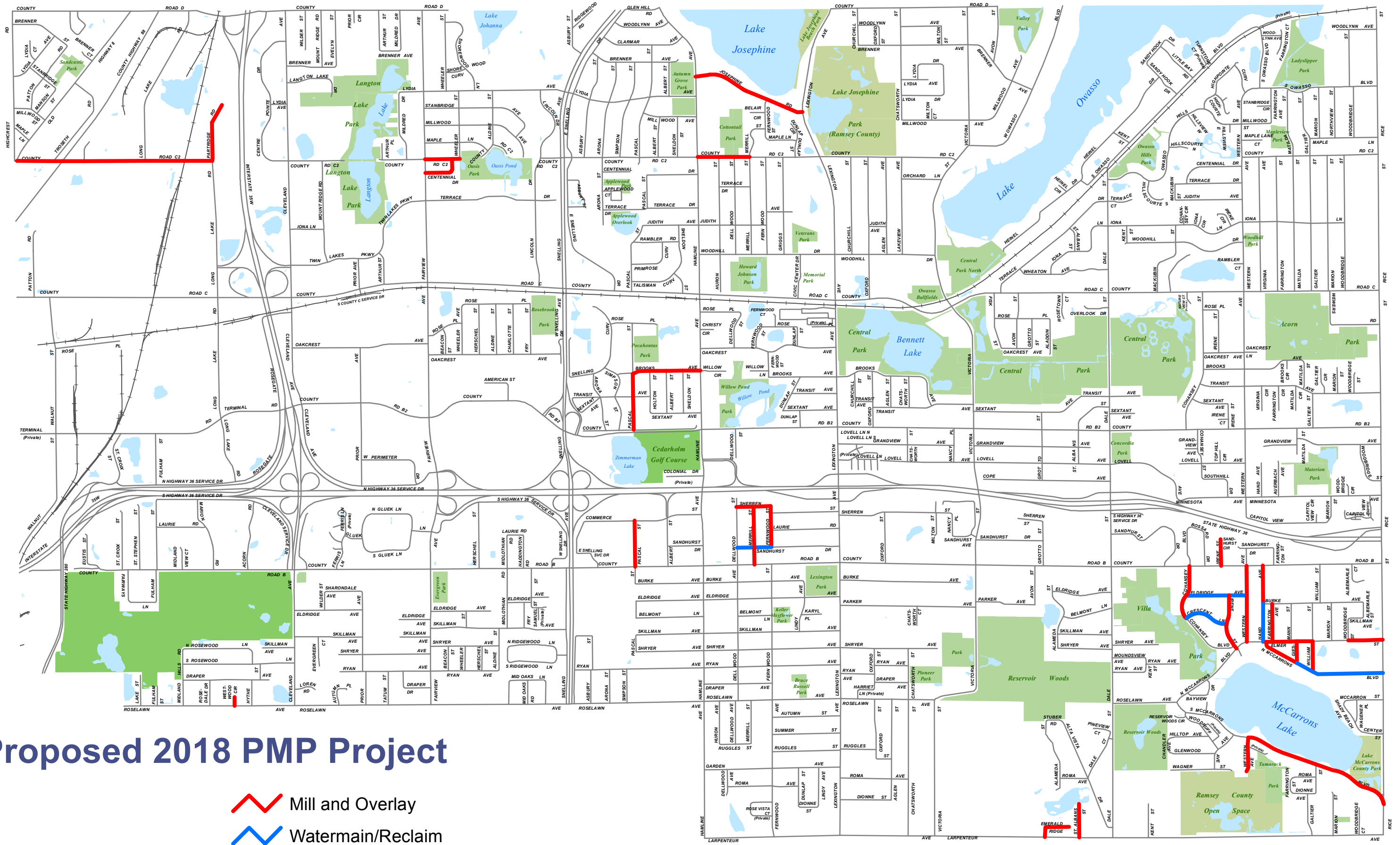
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

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 12th day of March, 2018, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 12th day of March, 2018.

Patrick Trudgeon, City Manager

(SEAL)



Prepared by:
Engineering Department
January 31, 2018

Data Sources and Contacts:

* Ramsey County GIS Base Map (12/05/17)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering 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 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 500 1000 1500 2000 Feet

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ROSEVILLE
REQUEST FOR CITY COUNCIL ACTION

Agenda Date: **3/12/18**

Agenda Item: **9.f**

Department Approval



City Manager Approval



Item Description: Adopt an Ordinance Amending Table 1005-1 to Include Multi-Family uses in the Regional Business District

On February 12, 2018, the City Council adopted numerous changes into the Commercial and Mixed-Use District chapter of the Zoning Code to support multi-family uses to be located within the two Regional Business Districts. One item that was inadvertently omitted from the ordinance was the modification of the table of uses for Regional Business, Table 1005-1, that permit as mixed-use buildings with upper stories being multi-family and stand-alone multi-family buildings as a conditional use.

Below are the proposed changes to Table 1005-1 to allow these uses in the future:

	NB	CB	RB-1	RB-2	
Residential - Family Living					
Dwelling, one-family attached (townhome, rowhouse)	NP	NP	NP	NP	
Dwelling, multi-family (3-8 units per building)	NP	NP	NP	NP	
Dwelling, multi-family (upper stories in mixed-use building)	P	P	NP C	NP C	
Dwelling, multi-family (8 or more than 8 units per building)	C	NP	NP C	NP C	
Dwelling unit, accessory	NP	NP	NP	NP	
Live-work unit	C	NP	NP	NP	

SUGGESTED CITY COUNCIL ACTION

Adopt an Ordinance amending Table 1005-1 of the Roseville Zoning Code.

ALTERNATIVE ACTIONS

- a. Pass a motion to table the item for future action. An action to table must be tied to the need for clarity, analysis and/or information necessary to make a recommendation on the request.
- b. Pass a motion recommending denial of the proposal. A motion to deny must include findings of fact germane to the request.

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

Attachments

A. Draft Ordinance

City of Roseville

ORDINANCE NO. ____

**AN ORDINANCE AMENDING §1005.03 (TABLE OF ALLOWABLE USES) OF
THE ROSEVILLE CITY CODE IN SUPPORT OF MULTI-FAMILY
IN THE REGIONAL BUSINESS DISTRICTS**

- 1 The City Council of the City of Roseville does ordain:
- 2 **SECTION 1.** §1005.03, Table of Allowable Uses hereby amended as follows:

	NB	CB	RB-1	RB-2	
Residential - Family Living					
Dwelling, one-family attached (townhome, rowhouse)	NP	NP	NP	NP	
Dwelling, multi-family (3-8 units per building)	NP	NP	NP	NP	
Dwelling, multi-family (upper stories in mixed-use building)	P	P	NP C	NP C	
Dwelling, multi-family (8 or more than 8 units per building)	C	NP	NP C	NP C	
Dwelling unit, accessory	NP	NP	NP	NP	
Live-work unit	C	NP	NP	NP	

- 3 **SECTION 2.** Effective Date. This ordinance amendment to the Roseville City Code
- 4 shall take effect upon passage and publication.
- 5 Passed this 12th day of March, 2018.

Ordinance – amending §1005.03 Table of uses

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**

Item No.: **9.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 since been well received with good participation. There have been between 306 and 567 vehicles visiting the site in each of the 15 years of the Clean Up Day. On average residents have disposed of 32 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 December of 2017 and staff issued an RFP for 2018-2020. One proposal was submitted. Lightning Disposal meets the service specifications of the proposal. Lightning Disposal was the contractor for the last six years. Staff has been very satisfied with their performance over that time. The City Attorney has reviewed the attached agreement (Attachment B).

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).

FINANCIAL DISCUSSION

Users pay two-thirds of the disposal costs for their items and the City pays the other third. Since 2015, Roseville has paid between \$6,400 and \$10,000 annually for operation of the Clean Up Day. This project will be funded by the Solid Waste & Recycling fund.

STAFF RECOMMENDATION

Staff recommends Council award the 2018-2020 Clean Up Day Contract to Lightning Disposal, Inc.

REQUESTED COUNCIL ACTION

A motion to award the 2018-2020 Clean Up Day Contract to Lightning Disposal, Inc.

Prepared by: Ryan Johnson, Environmental Specialist

Attachments: A: RFP

B: Agreement



Specifications and Request For Proposals for Operation of a Clean Up Day

Issued January 11, 2018

Proposal accepted until 11:30 a.m. CST
Friday, February 2, 2018.

Roseville City Hall
Engineering Dept.
2660 Civic Center Drive
Roseville, MN 55113

Request For Proposals Operation of a Clean Up Day City of Roseville, Minnesota

The City of Roseville is requesting proposals for operation of a Clean Up Day for its residents for March 1, 2018- December 31, 2020.

The proposals shall be made in accordance with these Specifications and must be

**Submitted to the City by:
11:30 a.m. CST
Friday, February 2, 2018**

The proposals shall be made on forms identical in content to those contained in the Specifications. All completed forms shall be submitted to:

**City of Roseville
Attn: Ryan Johnson, Engineering Dept.
2660 Civic Center Drive
Roseville, MN 55113**

Questions and request for packets should be directed to:

City of Roseville
Attn: Ryan Johnson, Engineering Dept.
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7049

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SPECIFICATIONS FOR OPERATION OF A CLEAN UP DAY FOR THE CITY OF ROSEVILLE, MINNESOTA

Disclaimer

This request for proposals does not constitute a contract. The City and the approved Contractor shall execute a formal contract upon award.

1. INTRODUCTION

These specifications define the requirements of operating a Clean Up Day for the City of Roseville. A Clean Up Day being defined as a City initiated event where residents may dispose of unwanted materials from their homes and yards while maximizing reuse and recycling for as many materials as possible.

The City seeks to enter into a three-year contract with a company that has the resources and ability to provide Clean Up Day service for the City.

It is the intent of the City of Roseville to accept and evaluate proposals for Clean Up Day services including collection of material delivered by residents, separation of material into appropriate shipping containers, and delivery of that material to approved recycling or disposal facilities. The goals of the City are to maximize the efficient collection of material, maximize the reuse and recycling for as many materials as possible, and to achieve the most cost-effective solution.

The City encourages proposing Contractors to submit their best proposal possible. The requirements within this RFP may be altered by the City.

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 designates a different sight.

The Clean Up Day will be held the last Saturday in April each year of the contract (April 28, 2018, April 27, 2019 and April 25, 2020).

2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

To the best of its ability, the City will use the following process and schedule for its decision-making:

Event	Date/Time
RFP Issued	January 11, 2018
Questions Regarding RFP to be Submitted	January 31 by 4:00 p.m.
Notification of Intent Submitted	January 31 by 4:00 p.m.

Proposals Due	February 2 by 11:30 a.m.
Council Meeting to Award Contract	February 12 or 26, 2018

- 2.01.** All contact by prospective Contractors and their agents about the City's RFP and procurement decision-making must only be made with the City's designated contact person, Administrative Assistant Margaret Driscoll. Prospective Contractors are encouraged to contact Ms. Driscoll with questions or requests for more information.

- 2.02.** Questions, requests for clarification or requests for information about this RFP or process must be submitted in writing to the City's contact person by 4 p.m. January 31, 2018. All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all other qualified Contractors prior to January 31, 2018.

- 2.03.** All proposals must be sealed and delivered to the Engineering Department Office at City Hall no later than 11:30 a.m. (CST) February 2, 2018, to be considered eligible. See Section 7 for details on how to submit a proposal.

- 2.04.** The City will form a proposal review committee to review and analyze the details of the qualified submitted proposals (See Section 7.06 "Evaluation Criteria" of this RFP). The committee reserves the right to ask Proposers for additional information/clarification to better understand the proposals. The committee will submit a list of the top ranked Contractors to the City Council for its approval.

- 2.05.** City staff will submit a contract to the top-ranked Contractor for its approval. If the top-ranked Contractor does not agree to the terms, the City may then submit a contract to the second ranked Contractor, and so on.

- 2.06.** Once a contract has been accepted, City staff will present the contract to the City Council for its approval.

- 2.07.** The contract will commence on March 1, 2018.

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 March 1, 2018 through December 31, 2020. The Clean Up Day will be held the last Saturday in April each year of the contract (April 28, 2018, April 27, 2019 and April 25, 2020).

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 Standards

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

6.08. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

7. SUBMITTING PROPOSALS

7.01 Proposals May Be Rejected in Whole or Part

The City of Roseville reserves the right to:

- Reject any or all proposals;
- Negotiate modifications of proposals submitted;
- Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost; and
- Negotiate specific work elements with the Contractor into a contract of lesser or greater expense than described in this RFP or the respondent's reply.

7.02. Proposal to Become Part of Final Contract

The successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Contractor and approved by the City in writing shall become part of the contractual obligations. If any provision of the contract, RFP or proposal is in conflict, the contract takes precedence over the RFP, and the RFP takes precedence over the proposal.

7.03. Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing (preferably by email) of their interest by 4:00 p.m. CST, Wednesday January 31, 2018.

City of Roseville
Attn: Ryan Johnson, Engineering Dept.
2660 Civic Center Drive
Roseville, MN 55113
Ryan.johnson@cityofroseville.com

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

It is the responsibility of the vendor to ensure their Notification of Intent is received by the City.

7.04. How to Submit Proposals

Proposal shall be submitted to the Engineering Department Office at City Hall no later than 11:30 a.m. (CST) December 19, 2014, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Clean Up Day Proposal.
c/o Ryan Johnson
City of Roseville, City Hall
2660 Civic Center Drive
Roseville, MN 55113

Proposals will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Four (4) written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must also be submitted on a compact disk (or suitable alternative disk format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD or a suitably compatible alternative.

7.05. Proposal Content

All proposals must complete Attachment C - the Proposal Checklist, and all the materials referenced in the Checklist (and listed below).

- Description of company's experience with Clean Up Days; a description of how the company would conduct Roseville's Clean Up Day including signage, staffing levels and equipment on site and on call; and a description of additional features your company provides beyond the base specifications.
- Example of an annual report and of any forms used to conduct the Clean Up Day.
- Price Chart for items identified by the city (Appendix A). Include any additional items the company will accept beyond the minimum identified by the City.
- List of Recycling/Disposal Facilities (Appendix B). Include any additional markets the company has identified to recycle material collected.

- List of References - other municipal clients in the Twin Cities metro region receiving similar services including contact name, phone number and email.
- Documentation that electronics collected will be processed by a company that will conduct the processing work in Mexico, Canada, or the United States.
- A statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.
- Affidavit of Non-Collusion
- Operation of a Clean Up Day Submittal Form
- List of Principal Officers' names, addresses and contact information (telephone and e-mail)

7.06. Evaluation Criteria

A review committee will evaluate all proposals submitted based on price, how well the proposal meets RFP base specifications, references, and value added beyond the base specifications (see chart below). Those scores will be combined with scores from a survey of references to develop a final score.

Evaluation Criteria and Weighting	
Category	Weight
Price	50%
Checklist Items Included	10%
How Well Proposal Meets RFP Base Specifications	20%
Past Performance (References Survey)	10%
Value Added Beyond RFP Base Specifications	10%
Total	100%

The review committee will present its recommendation to the City Council at the February 12 or 26, 2018.

PROPOSAL FORMS

OPERATION OF A CLEAN UP DAY SUBMITTAL FORM

**CITY OF ROSEVILLE
2660 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113**

TO: Ryan Johnson
Environmental Specialist
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Sir:

1. The following proposal is made for Operation of a Clean Up Day as described in the Specifications provided to the prospective contractors.
2. The undersigned certifies that the specifications contained herein have been carefully examined and understood and that at no time will misunderstanding of said specifications be pleaded.
3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive any informalities and technicalities without explanation.
4. If a corporation, what is the State of Incorporation? _____
5. If a partnership, state full names of all co-partners: _____

6. The contractor, in compliance with the Notice Requesting Proposals for Operation of a Clean Up Day, hereby submits the following proposal:

Official Address:

Firm Name:

By: _____
Title: _____
Date: _____

**AFFADIVIT AND INFORMATION REQUIRED OF PROPOSERS
(RFP SUBMITTERS)**

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the proposer (if the proposer is an individual), a partner in the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the proposer, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposals, designed to limit independent proposing or competition;
- (3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or official opening the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this
_____ day of _____, 2018

Notary Public
My Commission expires _____, 20____

ATTACHMENT A - Clean Up Day Pricing

Contractor will charge the following prices for collection and disposal of designated items at the City of Roseville Clean Up Day.

Car Load	
Pickup Load	
Minivan/SUV Load	
Trailer Load (4' x 4' x 8')	
Mattresses	
Box Springs	
Appliances (Any Size)	
Appliances (with Freon)	
Stuffed Chair	
Couches	
Hide-a-beds	
Tires (car)	
Tires (oversized)	
Tires w/rim (car)	
Electronics	
Scrap Metal	
Automotive Batteries	
Electronics	
Carpet	
Small Engines	
Child Car Seats	
Other (Specify)	
Other (Specify)	
Other (Specify)	

Attach Additional Sheets as necessary.

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.

MSW	<u>Recycling & Energy Center</u>
Construction & Demolition	
Mattresses	
Box Springs	
Appliances	
Appliances (with Freon)	
Stuffed Chair	
Couches	
Hide-a-beds	
Tires	
Scrap Metal	
Automotive Batteries	
Electronics	
Carpet	
Small Engines	
Child Car Seats	
Other (Specify)	
Other (Specify)	
Other (Specify)	

Attach additional sheets if necessary.

ATTACHMENT C - Proposal Checklist

- ☐ Operation of a Clean Up Day Submittal Form
- ☐ Affidavit of Non-Collusion
- ☐ List of Principal Officers' names, addresses and contact information (telephone and e-mail)
- ☐ Description of company's experience with Clean Up Days; a description of how the company would conduct Roseville's Clean Up Day including signage, staffing levels and equipment on site and on call; and a description of additional features your company provides beyond the base specifications.
- ☐ Example of an annual report and of any forms used to conduct the Clean Up Day.
- ☐ Price Chart for items identified by the city (Appendix A). Include any additional items the company will accept beyond the minimum identified by the City.
- ☐ List of Recycling/Disposal Facilities (Appendix B). Include any additional markets the company has identified to recycle material collected.
- ☐ List of References - other municipal clients in the Twin Cities metro region receiving similar services including contact name, phone number and email.
- ☐ Documentation that electronics collected will be processed by a company that will conduct the processing work in Mexico, Canada, or the United States.
- ☐ A statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.

Agreement for Comprehensive Clean Up Day Services

This Agreement ("Agreement") is made on the 13 day of February, 2018, 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 March 1, 2018, through December 31, 2020, 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 Environmental Specialist, Ryan Johnson, 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 3 B 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.** To the fullest extent permitted by law, 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 Minnesota based Contractor):	\$500,000 disease policy limit \$500,000 disease each employee
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 \$20,000.00 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.

19. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The

Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

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

21. **Conflicts.** The Contractor agrees that no salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void, and the Contractor will forfeit any payments to be made under this Agreement.

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

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

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

If to City: City of Roseville
 Roseville City Hall
 2660 Civic Center Drive
 Roseville, MN 5 5113
 Attn: City Manager

If to Contractor: Lightning Disposal, Inc.
 1725 Meadow View Road
 Eagan, MN 55121
 Attn: Robert Nitti

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

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

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, 2018, April 27, 2019 and April 25, 2020, 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 January 11, 2018, 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.

EXHIBIT A

Page 2

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.

EXHIBIT A

Page 3

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.

EXHIBIT A

Page 4

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.

EXHIBIT A

Page 5

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.
- c) No proposal can be withdrawn before 60 days after the date for submission of proposals.
- d) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

EXHIBIT A

Page 6

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.

EXHIBIT A

Page 7

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.

EXHIBIT A

Page 8

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 clipboards 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 options to pull up to six 30 yard construction containers spread across the first parking lot for construction materials (they will be positioned in a shape of an X). At the end of the first parking lot, there will be a 10 yard container for clean concrete to be sent for recycling. After making the left hand turn in the corner will be a 30 yard container for brush and on the left side will be a 30 yard for electronics. The next set of containers will be a 30 yard for appliances containing Freon and a 30 yard for batteries and tires. Our final set of containers will be a set of 40 yard containers 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.

EXHIBIT A

Page 9

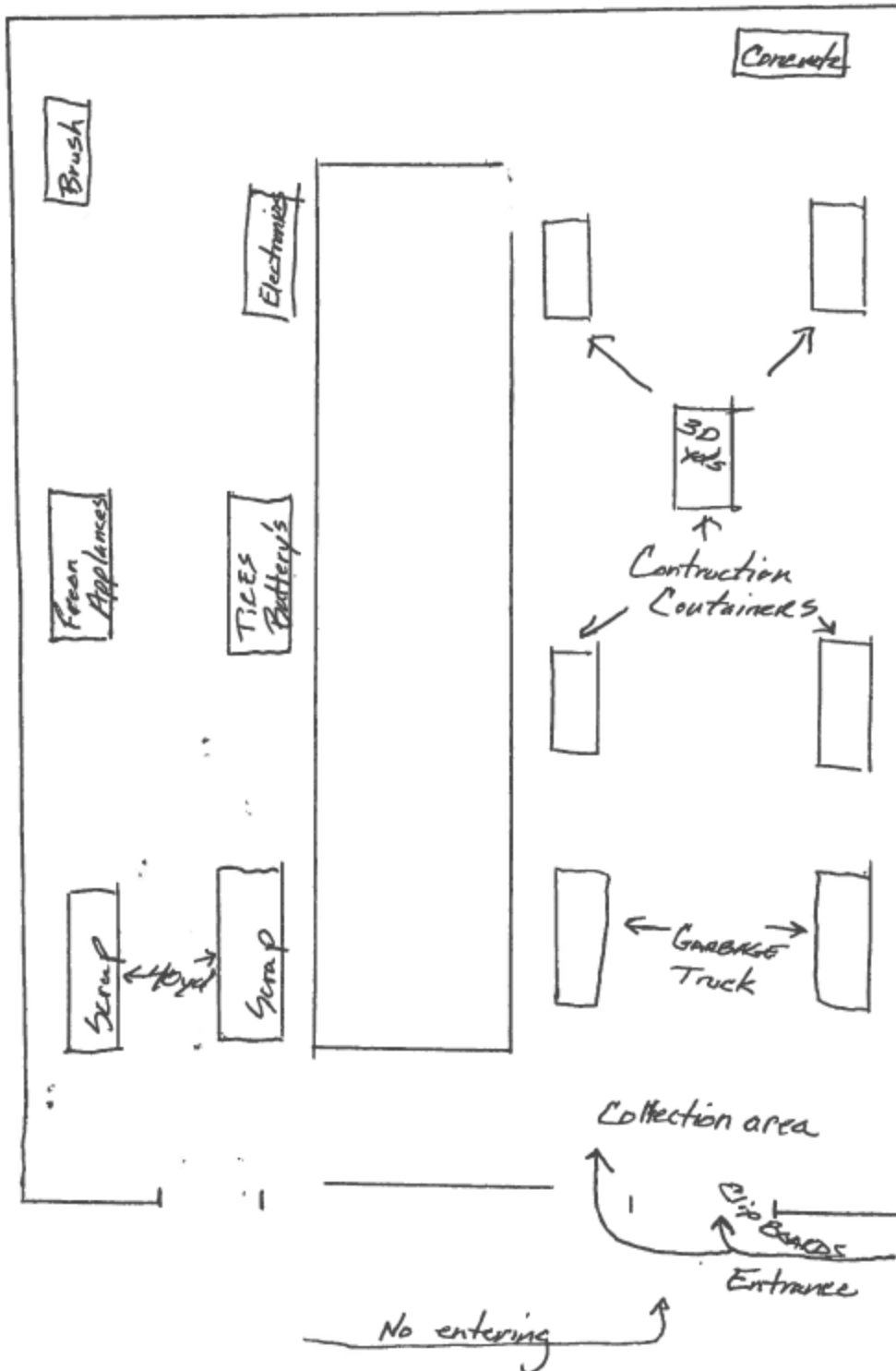
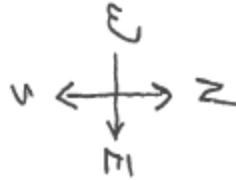


EXHIBIT B

Page 1

Compensation

The City shall pay the Contractor the following compensation for the Work to be performed under this agreement. The City shall pay the Contractor 1/3 of the amount designated below for the collection and disposal of the items listed, unless otherwise agreed upon by the City:

Car Load	40.00
Pickup Load	28.00
Minivan/SUV Load	15.00
Trailer Load (4' x 4' x 8')	40.00
Mattresses	5.00
Box Springs	5.00
Appliances (Any Size)	18.00
Appliances (with Freon)	25.00
Stuffed Chair	12.00
Couches	20.00
Hide-a-beds	35.00
Tires (car)	4.00
Tires (oversized)	5.00
Tires w/rim (car)	4.00
Electronics	5.00
Scrap Metal (CY)	5.00
Automotive Batteries	4.00
Carpet	5.00

EXHIBIT B

Page 2

The City and the 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 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 connections 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 January 11, 2018, and in Appendix C (Process of Operations) in the Contractor's Proposal, all being attached hereto as a part of Exhibit C, in the performance of all work.
4. All items collected shall be disposed of at the location set forth on page 4 of this Exhibit C, unless other agreed to by the City.

EXHIBIT C

Page 2

6. PAYMENT AND DAMAGES

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.

EXHIBIT C

Page 3

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.

MSW	Recycling & Energy Center
Construction & Demolition	SKB Environmental
Mattresses	City to determine
Box Springs	City to determine
Appliances	Norther Metals, St Paul
Appliances (with Freon)	AMG, Red Wing
Stuffed Chair	Recycling & Energy Center
Couches	Recycling & Energy Center
Hide-a-beds	Recycling & Energy Center
Tires	First State Tire, East Bethel
Scrap Metal	Norther Metals, St Paul
Automotive Batteries	Advanced Recyclers, IGH
Electronics	City to determine
Carpet	City to determine
Small Engines	Norther Metals, St Paul
Other (Specify)	
Other (Specify)	
Other (Specify)	

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **3/12/2018**
Item No.: **9.h**

Department Approval



City Manager Approval



Item Description: Approve Entering Into an Agreement for the Fairview Trunk Storm Sewer Analysis

BACKGROUND

After the June 2011 storms, the City of Roseville hired a consultant to create an XP drainage model of the Fairview Trunk Storm Sewer from Roselawn Ave to Little Lake Johanna. The model was to serve as a baseline to help determine infrastructure deficiencies, and help guide improvements to enable the sewer to operate more effectively to minimize local flooding issues. The original model determined that nine acre-feet (~three million gallons) of stormwater needed to be detained to allow the storm sewer system to function as originally designed. With the shift to Atlas 14 (which are updated and generally increased design rainfall amounts for varying events) and our infrastructure improvements in the drainage area, our model needs to be updated to better calculate the hydraulic and hydrologic characteristics within in the system.

Staff requested a proposal for engineering services that would look at two tasks within the Fairview system. The first task will look at updating the existing XP model to the state of science by updating assumptions, modeling for Atlas 14 (rainfall distribution), etc. The model will also be upgraded to produce maps that will graphically show the extent of inundation during rain events.

The second task is to provide engineering services for electrical and pump design for the Evergreen Underground Reuse Project. This task will also include construction oversight during the critical components of construction. Construction of our Evergreen Underground Reuse project will occur in 2019, partially funded by a \$300,000 Met Council grant.

HR Green provided a proposal that met staff goals to update the existing model, and provide design and construction assistance for the underground reuse project. HR Green will update the model and provide design components by the fall of 2018.

POLICY OBJECTIVE

The goals of the City's Comprehensive Surface Water Management Plan are to protect the integrity of stormwater conveyance channels, provide flood protection to the maximum extent practical, and reduce nutrient loading and improve water quality to lakes and wetlands. City policy is to cooperate with other agencies for mutual benefit whenever possible.

FINANCIAL IMPACTS

The proposed cost by HR Green is \$71,450 which will be paid thru the Stormwater Utility Fund.

29 **STAFF RECOMMENDATION**

30 Staff recommends the Council approve entering into a Professional Services Agreement with HR
31 Green for the Fairview Trunk Storm Sewer Project.

32 **REQUESTED COUNCIL ACTION**

33 Motion to approve entering into a Professional Services Agreement with HR Green for the
34 Fairview Trunk Storm Sewer Project

Prepared by: Ryan Johnson, Environmental Specialist

Attachments: A: Standard Professional Services Agreement w/ Exhibits

Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the 12th day of March, 2018, between the City of Roseville, a municipal corporation (hereinafter "City"), and HR Green, Inc., a domestic corporation (hereinafter "Consultant").

Preliminary Statement

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

The City and Consultant agree as follows:

1. ***Scope of Work Proposal.*** The Consultant agrees to provide the professional services shown in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. ***Term.*** The term of this Agreement shall be from March 12, 2018 the date of signature by the parties notwithstanding.
3. ***Compensation for Services.*** The City agrees to pay the Consultant a not-to-exceed amount of \$71,450.00 as compensation as described in Exhibit A attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
4. ***City Representative and Special Requirements:***
 - A. The Public Works Director shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
 - B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit B attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement and the Consultant agrees to perform the Work in accordance with, and that this Agreement shall be subject to, the conditions and requirements set forth in Exhibit B.

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

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

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

18. **Insurance.**

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

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

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

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

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

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

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

- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
- (iii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and

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

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

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

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

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

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

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

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

If to Consultant: HR Green, Inc.
 2550 University Avenue West, Suite 400N
 St. Paul, MN 55114
 Attn: Shawn Tracy

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

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

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

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

HR Green, Inc.

By: _____

Its: _____

3. Cost Estimate

The following cost estimate is presented per proposed task. Note: 2018 billing rates may alter estimate. A 6% computer and communications charge may apply.

Task	Description of Task	Labor Total
1.1.1	Data Assessment, Gap Analysis, Model Review	\$6,590
	Compile Data from Roseville and RCWD	\$3,610
	Model Review	\$2,980
1.1.2	Conversion of Existing Model to XPSWMM 2D	\$6,240
	2D XPSWMM Model	\$3,200
	2D Output	\$2,400
	Meeting with City	\$640
1.1.3	Conceptual Design & OPC	\$20,170
	P8 Modeling for three alternatives	\$3,150
	Feasibility/locations	\$6,500
	Schematics	\$6,680
	OPC	\$3,200
	Meeting with City	\$640
1.1.4	Stormwater Management Memo	\$8,530
	Report writing	\$4,290
	Figures	\$2,100
	Meeting with City	\$640
	Response and final submittal	\$1,500
2.1.1	Basemap	\$980
	Build of existing conditions mapping	
2.1.2	Draft Design Documents	\$6,950
	Development of design sheets	
2.1.3	Draft Design Meeting	\$1,690
	City-HRG review of draft design	
2.1.4	Final Design Documents	\$5,220
	Development of final design sheets	
2.1.5	Bidding	\$2,800
	Assistance to City with the bidding process	
2.1.6	Construction	\$12,280
	Assistance to the City with construction observation	
	Total:	\$71,450

Exhibit B

There are no special conditions.