



City Council Agenda

Monday, December 10, 2012

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|---|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order: Pust, Johnson, Willmus, McGehee, Roe |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports and Announcements |
| 6:15 p.m. | 5. Recognitions, Donations and Communications <ul style="list-style-type: none">a. Recognize Goodmanson Construction Inc. for their Generous Sponsorship of the New Year's Eve Celebration at the Roseville Skating Center over the Last Seven Yearsb. Accept and Recognize General Donations to the City of Roseville |
| 6:20 p.m. | 6. Approve Minutes <ul style="list-style-type: none">a. Approve Minutes of December 3, 2012 Meeting |
| 6:25 p.m. | 7. Approve Consent Agenda <ul style="list-style-type: none">a. Approve Paymentsb. Approve Business & Other Licenses & Permitsc. Approve General Purchases and Sale of Surplus items in excess of \$5000d. Roseville Energy Action Conservation Team Reporte. Award Contract for Demolition of the Buildings on the PIK Terminal Co. Limited Partnership Property Located at 2680/ 2690 Prior Avenuef. Renew Electrical Inspector Contract for 2013g. Receive Feasibility Report and Set Public Hearing for County Road D Reconstruction Projecth. Approve a Resolution of Support for Metro Transit's Snelling Avenue Bus Rapid Transit Project Funding |

Request

- i. Approve an Agreement between the City of Roseville and Capitol Region Watershed District for the Villa Park Wetland Restoration Project
- j. Request Council Approval To Rescind Award Bid For Landscaping Contract For Failure To Furnish Performance Bond And Award Contract To Next Lowest Bidder

6:35 p.m. **8. Consider Items Removed from Consent**

6:40 p.m. **9. General Ordinances for Adoption**

- a. Adopt an Ordinance Amending City Code Chapter 314.053: Charging of City Attorney Fees

10. Presentations

6:55 p.m. a. Watermain Lining Presentation

11. Public Hearings

12. Business Items (Action Items)

7:25 p.m. a. Approve Resolution Awarding Bid for Watermain Rehabilitation Project

7:35 p.m. b. Approve 2013 Utility Rates

7:50 p.m. c. Approve Resolution Adopting City Assessment Policy

8:00 p.m. d. Approve Contract for Civil Legal Services

8:10 p.m. e. Community Development Department Request to Issue a Ramsey County Court Citation for Unresolved Violations of City Code at 1927 Rosedale Drive

8:20 p.m. f. Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 1432 Eldridge Ave.

8:30 p.m. g. Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 1863 Chatsworth St.

13. Business Items – Presentations/Discussions

8:40 p.m. **14. City Manager Future Agenda Review**

8:50 p.m. **15. Councilmember Initiated Items for Future Meetings**

9:00 p.m. **16. Adjourn**

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No Meeting in December			Housing & Redevelopment Authority
<i>Monday</i> <i>Tuesday</i>	<i>Dec 24-25</i>		<i>City Offices Closed – Christmas Eve & Christmas Day</i>
To Be Determined			Public Works Environment & Transportation Commission
January	2013		
Tuesday	Jan 1		<i>City Offices Closed - New Year's Day Observance</i>
Monday	Jan 7	6:00 p.m.	City Council Meeting
Thursday	Jan 10	6:30 p.m.	Parks & Recreation Commission

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

REQUEST FOR COUNCIL ACTION

Date: 12-10-12
Item No.: 5.a

Department Approval



City Manager Approval



Item Description: Recognize Goodmanson Construction Inc. for their generous sponsorship of the New Year's Eve Celebration at the Roseville Skating Center over the last seven years.

BACKGROUND

The City of Roseville Parks and Recreation Department is extremely fortunate to have numerous sponsors of all different levels throughout the year to assist in the provision of programs, services and facilities for our community.

This will be the 20th year that the Roseville Skating Center has hosted an annual New Year's Eve Celebration on ice. Some years with an anchor sponsor, others with the City of Roseville being the sole sponsor.

2012 will be the 7th consecutive year, Cami, Merl and Rick Goodmanson, local business owners of Goodmanson Construction Inc., have once again agreed to be the anchor sponsor of the annual Roseville Skating Center New Year's Eve Celebration on Ice with a \$4,000 cash contribution. Over these 7 years Goodmanson Construction has contributed \$28,000 towards direct sponsorship of the celebration as well as contributing prize packs valued at \$7,000, Staff hours before, during and after the event totaling nearly \$15,000 and distribution of over 35,000 promotional fliers and materials. This comes to a total package of \$50,000 over the last 7 years.

The contribution of Goodmanson Construction is not limited to monetary value, as they go above and beyond to ensure a successful event by providing extras such as the evening mascots which have included: "Mudonna" of the St. Paul Saints Baseball team, "Sharkie" from Underwater Adventures, "Elmo", "Spiderman" and the RAHS "Raider", to name a few. The bounce castle, face painting and magic shows also have added to the allure of this family friendly event that has become a tradition for many over the years. The event draws around 2,000 people per year and has generated revenue totals of about \$10,000 per year

The willingness of this local small business to annually contribute so much valuable time, effort and money to this event is imperative to the success of the New Years Eve on Ice celebration. It truly demonstrates the strength of our community, and dedication to providing the best service our City can offer.

31 With the assistance of Goodmanson Construction Inc., we look forward to yet another fun night and the
32 ability to once again provide a safe, fun and **affordable** place for people to spend their New Years Eve.
33

34 These types of contributions greatly enhance the quality of life in Roseville and for that we sincerely
35 thank Goodmanson Construction Inc. for their generous contributions and look forward to many more
36 years of partnership with them.

37 **POLICY OBJECTIVE**

38 The policy is consistent with the approved budget goals that the department works to leverage outside
39 funding sources for the support of the operations of departmental activities.

40 **FINANCIAL IMPACTS**

41 The contribution positively affects the City of Roseville Parks and Recreation budget by obtaining
42 additional funding.

43 **STAFF RECOMMENDATION**

44 Based upon the significant financial contribution, staff recommends that the City Council recognize
45 Goodmanson Construction Inc. for their generous and significant sponsorship over the past seven New
46 Years Eve Celebrations at the Roseville Skating Center.

47 **REQUESTED COUNCIL ACTION**

48 Recognize Cami, Merl and Rick Goodmanson and Goodmanson Construction Inc. for their generous and
49 significant sponsorship over the past seven New Years Eve Celebrations at the Roseville Skating Center.

50
Prepared by: Kevin Elm, Recreation Supervisor

REQUEST FOR COUNCIL ACTION

Date: 12-10-12
Item No.: 5.b

Department Approval



City Manager Approval



Item Description: Accept and Recognize General Donations to the City of Roseville

BACKGROUND

Over the years the City of Roseville has received many donations from citizens and program participants. These gifts have been in the form of both materials and monies. When staff is notified of a potential donation, they first make a determination of whether to recommend acceptance based on the suitability of the item for the city. An acceptance request is then forwarded to the City Council.

A list of recent donations is listed below to be accepted and recognized.

POLICY OBJECTIVE

The following is the City of Roseville's policy regarding the acceptance of donations:

- Minnesota Statute requires all donations to be officially accepted by the City Council.
- The staff will not solicit donations.

Donors will be informed that no conditions or promises of future favorable city action on their behalf may be attached to the gift.

FINANCIAL IMPACTS

Approved donations for budgeted items may result in a budget reduction and an improved status of Roseville Parks and Recreation.

STAFF RECOMMENDATION

Staff recommends acceptance and recognition of these donations

REQUESTED COUNCIL ACTION

Motion authorizing acceptance and recognition of the following donations:

<u>DONOR</u>	<u>ITEM</u>	<u>Value</u>
Roseville Rotary Club	Arboretum Trees	\$1,200
Roseville Rotary Club	Rain Garden at Arboretum	\$8,000
O'Halloran & Murphy Funeral Directors	3 Crabapple trees	\$246
North Suburban Evening Lions Club	Scholarships	\$500.
North Suburban Evening Lions Club	Harriet Alexander Nature Center	\$500.

28	Dennis Malarkey	Bench at Roseville Skating Center	\$1,035
29	North Suburban Soccer Association	Grounds care at Langton Lake Park	\$8,000
30	Northwestern College	Grounds care at Langton Lake Field	\$5,000
31	Chickadee's House Inc.	Bird Walk program at HANC	\$120
32	Roseville Area Youth Hockey Assn.	Alumni Display Cases	\$5,000
33	Matthew Schneider	2 memorial trees	\$300
34	Maggie Moris	Edible Garden at Arboretum	\$500.
35	Wheelock Pkwy United Methodist Church	Trees/memorial at Acorn Park	\$1,000
36	Jane Cooper	Joan Cooper Memorial at Arboretum	\$700.
37	Friends & Co-workers of Joan Cooper	Joan Cooper Memorial at Arboretum	\$90
38	Friends of Roseville Parks	Fountain/aerator replacement at Lake Bennett	
39		& benches in Park System	\$20,000
40	Olive Garden	Spaghetti Dinner at Annual Volunteer dinner	\$2,250
41	Mack Johnson Eagle Scout Project	Central Park Volleyball Courts	\$6,150
42	Dan Roe	July 4 th Décor at the Frank Rog Amphitheater	\$250
43	Bob Neiderkorn	Set of Golf Clubs for Recreation Program	\$100
44			

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Date: December 10, 2012

Item: 6.a

Approve Minutes of December 3
Council Meeting

REQUEST FOR COUNCIL ACTION

Date: 12/10/2012

Item No.: 7 . a

Department Approval

Chris Miller

City Manager Approval

W. J. Mahonen

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	\$636,085.73
68393-68446	\$992,923.98
Total	\$1,629,009.71

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: 12/5/2012 - 10:48 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/27/2012	Police Grants	e-Citation Implementation	Dennis Kim	Reclass to Auto Reader grant code of	-147.11
0	11/27/2012	Police Grants	Capital Outlay	Dennis Kim	Reclass from e-citation grant code of	147.11
0	11/27/2012	Police Grants	e-Citation Implementation	R&J Law Enforcement-ACH	Reclass to Auto Reader Grant Prograr	-1,400.00
0	11/27/2012	Police Grants	Capital Outlay	R&J Law Enforcement-ACH	Reclass from e-citation grant program	1,400.00
0	11/27/2012	Police Grants	e-Citation Implementation	Jason Gehrman	Reclass to Auto Reader grant code of	-534.56
0	11/27/2012	Police Grants	Capital Outlay	Jason Gehrman	Reclass from e-citation grant code of	534.56
0	11/27/2012	Police Grants	e-Citation Implementation	ELSAG North America	Reclass to program code "29" Auto Li	-22,633.75
0	11/27/2012	Police Grants	Capital Outlay	ELSAG North America	Reclass from program code "25" e-cit	22,633.75
0	11/27/2012	Police Grants	e-Citation Implementation	ELSAG North America	Reclass to program code "29" Auto Li	-22,540.94
0	11/27/2012	Police Grants	e-Citation Implementation	ELSAG North America	Reclass Use tax to program code "29"	-92.81
0	11/27/2012	Police Grants	Capital Outlay	ELSAG North America	Reclass Use tax from program code "	92.81
0	11/27/2012	Police Grants	Capital Outlay	ELSAG North America	Reclass from program code "25" e-cit	22,540.94
Check Total:						0.00
0	11/29/2012	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	11,549.16
0	11/29/2012	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	159.02
0	11/29/2012	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	144.71
0	11/29/2012	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	1,743.45
0	11/29/2012	P & R Contract Maintenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	740.39
0	11/29/2012	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	1,291.08
0	11/29/2012	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	1,108.66
0	11/29/2012	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	3.96
0	11/29/2012	Police Grants	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	148.48
0	11/29/2012	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	754.96
0	11/29/2012	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	454.33
0	11/29/2012	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	226.15
0	11/29/2012	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	369.51
0	11/29/2012	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	34.51
0	11/29/2012	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00002.11.2012 State Incom	1,064.91
0	11/29/2012	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	2,680.54
0	11/29/2012	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	30.42
0	11/29/2012	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	250.87
0	11/29/2012	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	45.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/29/2012	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	363.85
0	11/29/2012	P & R Contract Maintenance	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	169.74
0	11/29/2012	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	258.27
0	11/29/2012	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	267.80
0	11/29/2012	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	0.92
0	11/29/2012	Police Grants	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	37.41
0	11/29/2012	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	146.81
0	11/29/2012	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	110.45
0	11/29/2012	Golf Course	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	52.11
0	11/29/2012	Storm Drainage	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	80.39
0	11/29/2012	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00002.11.2012 Post Emplo	10.04
0	11/29/2012	P & R Contract Maintenance	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	1,101.68
0	11/29/2012	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	1,702.10
0	11/29/2012	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	1,673.81
0	11/29/2012	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	5.76
0	11/29/2012	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	20,909.58
0	11/29/2012	Contracted Engineering Svcs	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	190.15
0	11/29/2012	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	1,643.26
0	11/29/2012	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	287.04
0	11/29/2012	Recreation Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	2,718.81
0	11/29/2012	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	917.66
0	11/29/2012	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	690.15
0	11/29/2012	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	350.48
0	11/29/2012	Storm Drainage	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	502.28
0	11/29/2012	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	62.79
0	11/29/2012	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	28,722.02
0	11/29/2012	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	190.15
0	11/29/2012	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	1,643.26
0	11/29/2012	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	287.04
0	11/29/2012	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	2,718.81
0	11/29/2012	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	1,673.81
0	11/29/2012	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	5.76
0	11/29/2012	Police Grants	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	538.62
0	11/29/2012	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	917.66
0	11/29/2012	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	690.15
0	11/29/2012	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	350.48
0	11/29/2012	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	502.28
0	11/29/2012	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	62.79
0	11/29/2012	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	834.69
0	11/29/2012	Police Grants	PERA Employee Ded	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	359.08
0	11/29/2012	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	1,101.68
0	11/29/2012	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera Emplo	1,702.10
0	11/29/2012	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	30.42
0	11/29/2012	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	262.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/29/2012	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	45.93
0	11/29/2012	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	435.03
0	11/29/2012	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	176.28
0	11/29/2012	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	272.35
0	11/29/2012	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	267.80
0	11/29/2012	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	0.92
0	11/29/2012	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	146.81
0	11/29/2012	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	110.45
0	11/29/2012	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	56.07
0	11/29/2012	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	80.39
0	11/29/2012	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00002.11.2012 Pera additio	10.04
0	11/29/2012	General Fund	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	7,365.28
0	11/29/2012	Telecommunications	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	317.50
0	11/29/2012	Recreation Fund	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	1,270.00
0	11/29/2012	P & R Contract Maintenance	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	280.00
0	11/29/2012	Community Development	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	448.00
0	11/29/2012	License Center	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	50.00
0	11/29/2012	Police Grants	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	82.31
0	11/29/2012	Sanitary Sewer	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	208.41
0	11/29/2012	Water Fund	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	225.00
0	11/29/2012	Storm Drainage	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	10.00
0	11/29/2012	Solid Waste Recycle	MNDP Def Comp	Great West- Non Bank	PR Batch 00002.11.2012 MNDP De	17.50
0	11/29/2012	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	374.65
0	11/29/2012	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	128.50
0	11/29/2012	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	14.04
0	11/29/2012	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	3,832.29
0	11/29/2012	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	44.08
0	11/29/2012	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	740.45
0	11/29/2012	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	243.38
0	11/29/2012	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	388.05
0	11/29/2012	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	371.61
0	11/29/2012	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	1.48
0	11/29/2012	Police Grants	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	52.88
0	11/29/2012	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	215.00
0	11/29/2012	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	157.47
0	11/29/2012	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	76.67
0	11/29/2012	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	27,699.57
0	11/29/2012	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	466.08
0	11/29/2012	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	2,694.70
0	11/29/2012	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	305.09
0	11/29/2012	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	4,049.43
0	11/29/2012	P & R Contract Maintenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	1,742.83
0	11/29/2012	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	3,313.75
0	11/29/2012	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	2,574.11

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	11/29/2012	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	6.98
0	11/29/2012	Police Grants	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	371.03
0	11/29/2012	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	1,920.29
0	11/29/2012	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	1,083.52
0	11/29/2012	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	430.03
0	11/29/2012	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	818.04
0	11/29/2012	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Federal Incc	74.52
0	11/29/2012	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	4,067.76
0	11/29/2012	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	127.69
0	11/29/2012	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	1,085.19
0	11/29/2012	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	179.42
0	11/29/2012	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	2,144.65
0	11/29/2012	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	704.93
0	11/29/2012	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	1,123.01
0	11/29/2012	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	1,076.39
0	11/29/2012	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	4.27
0	11/29/2012	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	622.75
0	11/29/2012	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	456.12
0	11/29/2012	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	222.05
0	11/29/2012	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	372.24
0	11/29/2012	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	40.69
0	11/29/2012	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	6,004.90
0	11/29/2012	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	188.50
0	11/29/2012	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	1,601.95
0	11/29/2012	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	264.88
0	11/29/2012	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	3,165.90
0	11/29/2012	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	1,040.63
0	11/29/2012	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	1,657.85
0	11/29/2012	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	1,588.98
0	11/29/2012	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	6.30
0	11/29/2012	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	919.29
0	11/29/2012	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	673.34
0	11/29/2012	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	327.79
0	11/29/2012	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	549.48
0	11/29/2012	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 FICA Empl	60.06
0	11/29/2012	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	374.65
0	11/29/2012	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	61.96
0	11/29/2012	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	14.04
0	11/29/2012	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	3,832.29
0	11/29/2012	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	44.08
0	11/29/2012	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	61.96
0	11/29/2012	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	740.45
0	11/29/2012	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	243.38
0	11/29/2012	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	388.05

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0	11/29/2012	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	371.61
0	11/29/2012	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	1.48
0	11/29/2012	Police Grants	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	52.88
0	11/29/2012	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	215.00
0	11/29/2012	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	157.47
0	11/29/2012	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	76.67
0	11/29/2012	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00002.11.2012 Medicare Ei	128.50
Check Total:						202,756.17
0	11/29/2012	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-300227	PR Batch 00002.11.2012 ICMA Defe	3,011.03
0	11/29/2012	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-300227	PR Batch 00002.11.2012 ICMA Defe	325.00
0	11/29/2012	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-300227	PR Batch 00002.11.2012 ICMA Defe	500.00
0	11/29/2012	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-300227	PR Batch 00002.11.2012 ICMA Defe	318.00
0	11/29/2012	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-300227	PR Batch 00002.11.2012 ICMA Defe	50.00
0	11/29/2012	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-300227	PR Batch 00002.11.2012 ICMA Defe	50.00
0	11/29/2012	Golf Course	ICMA Def Comp	ICMA Retirement Trust 457-300227	PR Batch 00002.11.2012 ICMA Defe	50.00
0	11/29/2012	General Fund	PERA Life Ins. Ded.	NCPERS Life Ins#7258500	PR Batch 00002.11.2012 PERA Life	32.00
0	11/29/2012	General Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.11.2012 Minnesota F	748.79
0	11/29/2012	Recreation Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.11.2012 Minnesota F	140.68
0	11/29/2012	License Center	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.11.2012 Minnesota F	103.84
0	11/29/2012	Sanitary Sewer	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00002.11.2012 Minnesota F	8.83
0	11/29/2012	Fire Vehicles Revolving	SCBA Equipment	MES, Inc.	Globe G-Xtreme Coats	48,094.00
0	11/29/2012	Community Development	Professional Services	BKBM Engineers, Corp.	Engineering Services	780.00
0	11/29/2012	General Fund	Training	Greg Peterson	Conference Supplies Reimbursement	33.00
0	11/29/2012	General Fund	Memberships & Subscriptions	John Jorgensen	K9 Handler Dues	40.00
0	11/29/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	136.00
0	11/29/2012	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-Nov 2012	250.00
0	11/29/2012	Water Fund	Hydrant Meter Deposits	Roseville Area Schools	Hydrant Meter Refund	400.00
0	11/29/2012	Water Fund	Miscellaneous Revenue	Roseville Area Schools	Hydrant Meter Refund	-40.00
0	11/29/2012	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	750.00
0	11/29/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	217.39
0	11/29/2012	Recreation Fund	Professional Services	Valene Downing	Fitness Instruction	354.90
0	11/29/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	350.00
0	11/29/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	192.31
0	11/29/2012	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	2,004.33
0	11/29/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.60
0	11/29/2012	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,060.72
0	11/29/2012	Boulevard Landscaping	Operating Supplies	Josh Dix	Supplies Reimbursement	142.47
0	11/29/2012	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	480.00
0	11/29/2012	General Fund	Training	City of St. Paul	Interview & Intrerrogation Training	550.00
0	11/29/2012	General Fund	Contract Maint. - City Garage	Yale Mechanical, LLC	Boiler Repair	998.01
0	11/29/2012	General Fund	Vehicle Supplies	Napa Auto Parts	Parts	12.48
0	11/29/2012	General Fund	Vehicle Supplies	Napa Auto Parts	Parts	47.46

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0	11/29/2012	Storm Drainage	Professional Services	SEH, Inc	Surface Water Plan	919.23
0	11/29/2012	General Fund	Vehicle Supplies	Napa Auto Parts	2012 Blanket PO for Vehicle Repairs	31.68
0	11/29/2012	General Fund	Contract Maintenance	Ancom Communications, Inc.	Radio Service	427.00
0	11/29/2012	General Fund	Contract Maintenance Vehicles	Ancom Communications, Inc.	Radio Service	415.00
0	11/29/2012	General Fund	Contract Maintenance	Ancom Communications, Inc.	Radio Service	415.00
0	11/29/2012	General Fund	Contract Maintenance	Ancom Communications, Inc.	Display Module Repair	245.23
0	11/29/2012	General Fund	Contract Maintenance	Ancom Communications, Inc.	Radio Service	192.50
0	11/29/2012	General Fund	Utilities	Xcel Energy	Fire Station	1,047.90
0	11/29/2012	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	3,093.37
0	11/29/2012	Recreation Fund	Utilities	Xcel Energy	Skating	12,229.28
0	11/29/2012	General Fund	Utilities	Xcel Energy	Traffic Signal & Street Lights	34.11
0	11/29/2012	General Fund	Contract Maint. - City Hall	Overhead Door Co of the Northland	Service Call	146.95
0	11/29/2012	Recreation Fund	Professional Services	Adam's Pest Control Inc	Mice & Rat Service	213.18
0	11/29/2012	Storm Drainage	2012 Drainage Improvements	Element Materials Tech-St. Paul, Inc.	Drainage Improvement	309.47
0	11/29/2012	Street Construction	2012 PMP	Element Materials Tech-St. Paul, Inc.	Pavement Management Project	1,895.36
0	11/29/2012	East Metro SWAT	Minor Equipment	Streicher's	SWAT Supplies	2,667.01
0	11/29/2012	East Metro SWAT	Minor Equipment	Streicher's	SWAT Supplies	508.62
0	11/29/2012	General Fund	Training	Streicher's	Training Supplies	1,188.40
0	11/29/2012	Non Motorized Pathways	NESCC-Fairview Pathway	T. A. Schifsky & Sons, Inc.	Fairview Pathway	344,774.43
Check Total:						433,329.56
68393	11/29/2012	Water Fund	Hydrant Meter Deposits	Ace Blacktop, Inc.	Hydrant Meter Refund	1,100.00
68393	11/29/2012	Water Fund	Water - Roseville	Ace Blacktop, Inc.	Hydrant Meter Refund	-21.60
68393	11/29/2012	Water Fund	State Sales Tax Payable	Ace Blacktop, Inc.	Hydrant Meter Refund	-1.54
68393	11/29/2012	Water Fund	Miscellaneous Revenue	Ace Blacktop, Inc.	Hydrant Meter Refund	-40.00
Check Total:						1,036.86
68394	11/29/2012	Telecommunications	Contract Maintenance	Alpha Video and Audio, Inc	Crestron Installation/Update	546.38
Check Total:						546.38
68395	11/29/2012	Water Fund	Accounts Payable	DAVID & GINA APOLLONI	Refund Check	2.97
Check Total:						2.97
68396	11/29/2012	General Fund	Clothing	Aspen Mills Inc.	Shirts	91.40
68396	11/29/2012	General Fund	Clothing	Aspen Mills Inc.	Pants	97.90
Check Total:						189.30
68397	11/29/2012	General Fund	Operating Supplies	Batteries Plus	Batteries	64.50
Check Total:						64.50
68398	11/29/2012	Fire Station 2011	Professional Services	Braun Intertec Corporation	Professional Consulting Services	7,383.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						7,383.50
68399	11/29/2012	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaning	29.00
Check Total:						29.00
68400	11/29/2012	Water Fund	Accounts Payable	DAVID & AMANDA BROSNAHAN	Refund Check	80.08
Check Total:						80.08
68401	11/29/2012	Recreation Fund	Professional Services	Bill Cagley	Halloween Music Performance	200.00
Check Total:						200.00
68402	11/29/2012	Information Technology	Financial Support	Diversified Collection Services, Inc.	PR Batch 00002.11.2012 Financial St	210.24
Check Total:						210.24
68403	11/29/2012	Water Fund	Hydrant Meter Deposits	Earth Wizards	Hydrant Meter Refund	1,100.00
68403	11/29/2012	Water Fund	Water - Roseville	Earth Wizards	Hydrant Meter Refund	-72.90
68403	11/29/2012	Water Fund	State Sales Tax Payable	Earth Wizards	Hydrant Meter Refund	-5.19
68403	11/29/2012	Water Fund	Miscellaneous Revenue	Earth Wizards	Hydrant Meter Refund	-40.00
Check Total:						981.91
68404	11/29/2012	Water Fund	Accounts Payable	FED EX	Refund Check	1.84
68404	11/29/2012	Water Fund	Accounts Payable	FED EX	Refund Check	434.42
68404	11/29/2012	Sanitary Sewer	Accounts Payable	FED EX	Refund Check	21.62
68404	11/29/2012	Storm Drainage	Accounts Payable	FED EX	Refund Check	458.32
Check Total:						916.20
68405	11/29/2012	Storm Drainage	Professional Services	Freelance Staffing, Inc.	Seasonal Labor for 2012 Leaf Pickup	2,054.00
Check Total:						2,054.00
68406	11/29/2012	Recreation Fund	Professional Services	Fun Characters	Face Painter	30.00
Check Total:						30.00
68407	11/29/2012	Water Fund	Hydrant Meter Deposits	Greiner Construction	Hydrant Meter Refund	400.00
68407	11/29/2012	Water Fund	Water - Roseville	Greiner Construction	Hydrant Meter Refund	-13.50
68407	11/29/2012	Water Fund	State Sales Tax Payable	Greiner Construction	Hydrant Meter Refund	-0.96
68407	11/29/2012	Water Fund	Miscellaneous Revenue	Greiner Construction	Hydrant Meter Refund	-40.00
Check Total:						345.54
68408	11/29/2012	Municipal Jazz Band	Operating Supplies	Groth Music	Roseville Band Music	88.17
Check Total:						88.17

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68409	11/29/2012	Recreation Fund	Professional Services	Bob Holtz	Birding Program	114.00
Check Total:						114.00
68410	11/29/2012	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956	PR Batch 00002.11.2012 City Manag	377.75
68410	11/29/2012	General Fund	PERA Employer Share	ICMA Retirement Trust 401-109956	PR Batch 00002.11.2012 ICMA-401	164.79
Check Total:						542.54
68411	11/29/2012	Fire Station 2011	Professional Services	Jimmys Johnnys, Inc	Toilet Rental	90.84
68411	11/29/2012	Storm Drainage	Contract Maintenance	Jimmys Johnnys, Inc	Toilet Rental	45.42
68411	11/29/2012	Storm Drainage	Contract Maintenance	Jimmys Johnnys, Inc	Toilet Rental	1.62
Check Total:						137.88
68412	11/29/2012	Water Fund	Accounts Payable	DAN & MARTHA KLOPP	Refund Check	7.75
Check Total:						7.75
68413	11/29/2012	Water Fund	Accounts Payable	VICTOR KLUCK	Refund Check	129.43
Check Total:						129.43
68414	11/29/2012	Risk Management	Street Department Claims	League of MN Cities Ins Trust	Insurance Claim C0017056	1,101.14
Check Total:						1,101.14
68415	11/29/2012	Recreation Fund	Professional Services	Lennartson Referee Services	Soccer Referee Services	1,947.00
68415	11/29/2012	Recreation Fund	Professional Services	Lennartson Referee Services	Soccer Referee Services	1,647.00
68415	11/29/2012	Recreation Fund	Professional Services	Lennartson Referee Services	Soccer Referee Services	1,891.00
Check Total:						5,485.00
68416	11/29/2012	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	Holiday Craft Fair	188.00
Check Total:						188.00
68417	11/29/2012	Recreation Fund	Professional Services	Michael Magistad	Mens Tennis League Coordinator	300.00
Check Total:						300.00
68418	11/29/2012	Water Fund	Accounts Payable	SUSAN MILLER	Refund Check	103.72
Check Total:						103.72
68419	11/29/2012	Street Construction	2012 PMP	MN Dept of Transportation	Material Testing, Concrete Plant Insp	681.05
68419	11/29/2012	Street Construction	2012 PMP	MN Dept of Transportation	Material Testing, Concrete Plant Insp	312.80
Check Total:						993.85
68420	11/29/2012	Police Forfeiture Fund	Professional Services	National Camera Exchange	Camera Supplies	1,585.45

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Check Total:						1,585.45
68421	11/29/2012	General Fund	Professional Services	Performance Plus LLC	Medical Examinations, Mask Fittings	9,080.00
68421	11/29/2012	General Fund	Professional Services	Performance Plus LLC	Medical Examinations, Mask Fittings	531.00
Check Total:						9,611.00
68422	11/29/2012	Water Fund	Accounts Payable	RICHARD POESCHL	Refund Check	36.44
Check Total:						36.44
68423	11/29/2012	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA Empl	115.38
68423	11/29/2012	Community Development	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA Empl	79.61
68423	11/29/2012	License Center	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA Empl	38.46
68423	11/29/2012	Police Grants	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA Empl	17.22
68423	11/29/2012	Golf Course	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA Empl	115.38
68423	11/29/2012	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA WI En	161.54
68423	11/29/2012	General Fund	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA Empl	1,365.43
68423	11/29/2012	Contracted Engineering Svcs	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA Empl	20.00
68423	11/29/2012	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00002.11.2012 HSA Empl	288.84
Check Total:						2,201.86
68424	11/29/2012	Contracted Engineering Svcs	Deposits	Pulte Homes	Escrow Return-1161 County Road C2	3,000.00
Check Total:						3,000.00
68425	11/29/2012	Water Fund	Accounts Payable	PULTE HOMES LLC	Refund Check	152.02
Check Total:						152.02
68426	11/29/2012	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service	23,264.10
68426	11/29/2012	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee-Nov 2012	15.60
68426	11/29/2012	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee-Nov 2012	224.64
68426	11/29/2012	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee-Nov 2012	365.04
Check Total:						23,869.38
68427	11/29/2012	General Fund	Professional Services	Ramsey County Prop Rec & Rev	Abstract Recording Fee	46.00
68427	11/29/2012	General Fund	Professional Services	Ramsey County Prop Rec & Rev	Memorial 1st Certificate Entry	46.00
68427	11/29/2012	General Fund	Professional Services	Ramsey County Prop Rec & Rev	Memorial 1st Certificate Entry	66.00
Check Total:						158.00
68428	11/29/2012	Recreation Fund	Professional Services	Regents of the University of MN	Raptor Education Program	500.00
Check Total:						500.00
68429	11/29/2012	Pathway Maintenance Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Concrete panels and truncated pedestr	35,360.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
68429	11/29/2012	Pathway Maintenance Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Concrete panels and truncated pedestr	7,424.80
68429	11/29/2012	General Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Concrete curb	4,228.80
68429	11/29/2012	Storm Drainage	Contract Maintenance	Ron Kassa Construction, Inc.	Concrete panels and truncated pedestr	9,480.00
68429	11/29/2012	Storm Drainage	Contract Maintenance	Ron Kassa Construction, Inc.	Concrete panels and truncated pedestr	3,858.00
Check Total:						60,351.60
68430	11/29/2012	Water Fund	Accounts Payable	SECRETARY OF HOUSING AND URB	Refund Check	37.99
Check Total:						37.99
68431	11/29/2012	2012 Port Authority Bond	Professional Services	Springsted, Inc.	2012 Bond Services	33,833.92
Check Total:						33,833.92
68432	11/29/2012	General Fund	Telephone	Sprint	Cell Phones	287.64
68432	11/29/2012	Storm Drainage	Telephone	Sprint	Cell Phones	324.39
68432	11/29/2012	General Fund	Telephone	Sprint	Cell Phones	50.24
68432	11/29/2012	Sanitary Sewer	Telephone	Sprint	Cell Phones	168.67
68432	11/29/2012	Recreation Fund	Telephone	Sprint	Cell Phones	121.44
68432	11/29/2012	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	302.02
68432	11/29/2012	Community Development	Telephone	Sprint	Cell Phones	148.88
68432	11/29/2012	General Fund	Telephone	Sprint	Cell Phones	24.29
68432	11/29/2012	General Fund	Telephone	Sprint	Cell Phones	24.29
68432	11/29/2012	General Fund	Telephone	Sprint	Cell Phones	73.03
68432	11/29/2012	General Fund	Telephone	Sprint	Cell Phones	380.18
Check Total:						1,905.07
68433	11/29/2012	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	322.00
68433	11/29/2012	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
68433	11/29/2012	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	HRA Meeting Minutes	126.50
68433	11/29/2012	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
Check Total:						458.16
68434	11/29/2012	Water Fund	Accounts Payable	VENIESSIA TAYLOR	Refund Check	58.91
Check Total:						58.91
68435	11/29/2012	Community Development	Professional Services	TMR Quality Lawn Service	Lawn Service-2668 N Lexington	200.00
68435	11/29/2012	General Fund	Contract Maintenance	TMR Quality Lawn Service	Lawn Service-2335 N Dale	65.00
Check Total:						265.00
68436	11/29/2012	General Fund	Op Supplies - City Hall	Trio Supply Company	Cleaning Supplies	322.78
68436	11/29/2012	General Fund	Op Supplies - City Hall	Trio Supply Company	Cleaning Supplies	142.88
Check Total:						465.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
68437	11/29/2012	Water Fund	Accounts Payable	LISA TSCHIDA	Refund Check	16.69
68437	11/29/2012	Sanitary Sewer	Accounts Payable	LISA TSCHIDA	Refund Check	14.41
Check Total:						31.10
68438	11/29/2012	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	122.91
68438	11/29/2012	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	235.13
68438	11/29/2012	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	176.34
68438	11/29/2012	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	90.84
68438	11/29/2012	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	90.84
68438	11/29/2012	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	165.66
68438	11/29/2012	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	160.31
68438	11/29/2012	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	90.84
68438	11/29/2012	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	240.47
68438	11/29/2012	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	90.84
68438	11/29/2012	Police Forfeiture Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	90.84
Check Total:						1,555.02
68439	11/29/2012	General Fund	Police Reserve Program	Uniforms Unlimited, Inc.	Handcuffs	30.98
68439	11/29/2012	General Fund	Clothing	Uniforms Unlimited, Inc.	Handcuffs	47.01
68439	11/29/2012	General Fund	Police Reserve Program	Uniforms Unlimited, Inc.	Pants, Shirts	120.95
68439	11/29/2012	General Fund	Police Reserve Program	Uniforms Unlimited, Inc.	Shirts, Jackets, Pants	287.99
68439	11/29/2012	General Fund	Police Reserve Program	Uniforms Unlimited, Inc.	Insignia	6.95
Check Total:						493.88
68440	11/29/2012	General Fund Donations	K-9 Supplies	University of Minnesota-VMC	K9 Supplies	127.21
Check Total:						127.21
68441	11/29/2012	P & R Contract Maintenance	Vehicle Supplies	Upper Cut Tree Service	Tree Removal	2,992.50
Check Total:						2,992.50
68442	11/29/2012	Street Construction	Cty Rd C-2 (Hamline to Lex)	Valley Paving, Inc.	MSA Reconstruction, Mill & Overlay	41,018.33
68442	11/29/2012	Street Construction	2012 PMP	Valley Paving, Inc.	MSA Reconstruction, Mill & Overlay	38,007.05
68442	11/29/2012	Water Fund	2012 PMP	Valley Paving, Inc.	MSA Reconstruction, Mill & Overlay	7,740.09
68442	11/29/2012	Street Construction	2012 PMP	Valley Paving, Inc.	MSA Reconstruction, Mill & Overlay	76,603.12
Check Total:						163,368.59
68443	11/29/2012	Water Fund	Accounts Payable	MARK VANG	Refund Check	162.99
68443	11/29/2012	Sanitary Sewer	Accounts Payable	MARK VANG	Refund Check	70.75
68443	11/29/2012	Storm Drainage	Accounts Payable	MARK VANG	Refund Check	26.43
68443	11/29/2012	Solid Waste Recycle	Accounts Payable	MARK VANG	Refund Check	14.46
Check Total:						274.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
68444	11/29/2012	Sanitary Sewer	CIPP Sewer Lining	Visu-Sewer, Inc.	Sanitary Sewer Lining	48,360.94
					Check Total:	48,360.94
68445	11/29/2012	Singles Program	Operating Supplies	Martha Weller	Singles Supplies Reimbursement	26.71
					Check Total:	26.71
68446	11/30/2012	Multi-Family Loan Program	Land Purchases	Commercial Partners Title, LLC	Purchase of 2325 Dale St & lots 18-2	613,940.98
					Check Total:	613,940.98
					Report Total:	1,629,009.71

REQUEST FOR COUNCIL ACTION

Date: 12/10/2012
Item No.: 7.b

Department Approval

Chris Miller

City Manager Approval

W. J. Mahonen

Item Description: Approval of 2012/2013 Business and Other Licenses

BACKGROUND

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

Solid Waste Hauler License

Ray Anderson & Sons Co, Inc.
930 Duluth St.
St. Paul, MN 55106

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

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

Prepared by: Chris Miller, Finance Director
Attachments:

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



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

Solid Waste Hauler License Application

Fee Due: \$125.00 Year 2013 (License will be for January 1 to December 31.)
RAY ANDERSON & SONS CO. INC.

Business Name DUMPSTER BOX SERVICES

930 DULUTH ST.

Business Address ST. PAUL, MN 55106-3418

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

Business Phone _____

Contact Person _____
(Business Matters)

Email Address _____

Contact Person _____
(Operational Matters)

Email Address _____

Emergency Contact Information

Contact Name: _____

Cell Phone: _____

Alternate Contact Information: _____

In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.

The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan? ☒ Yes ☐ No

Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.

Solid waste collection will be provided to (check all that apply):

☒ Residential (single family, duplex, triplex, fourplex)

☐ Multiple Residential (apartment, condominium, manufactured home park, and townhouse)

☒ Commercial/Industrial

Number of vehicles the applicant proposes to use in the collection of solid waste 2

(over)

Name and address of each transfer station, disposal facility and composting facility used for each of the following:
(attach additional pages if needed)

Garbage

NRG - Newport

Construction/Demolition Debris

SKB LANDFILL

Yard Waste/Brush

Recycled

Organics

N/A

Include a copy of the disclosure form used to inform customers of the disposal facilities used by the applicant.

Residential Customer Rates

Please include all relevant taxes and fees including surcharges.
These will be published and otherwise made available to residents.

Service		Cost
32 Gallon Service*	<u>DUMPSTER BOXES</u>	<u>N/A</u> (per month)
64 Gallon Service*	<u>10 TO 40 YARDS</u>	_____ (per month)
96 Gallon Service*	<u>ONLY</u>	_____ (per month)
Walk-up Service*		_____ (per month)
Additional Garbage*		_____
Yard Waste*		_____

*These services are required to be offered in Roseville.

I have been provided with a copy of the City of Roseville Solid Waste Collection Ordinance and understand that violation of the provisions included in the ordinance may result in suspension or revocation of the license.

I have attached a certificate of liability insurance, a certificate indicating Worker Compensation coverage, the fee of \$125.00, and a copy of the disposal facility disclosure form.


Applicant's Signature

Treasurer
Title

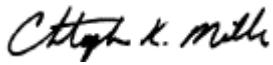
09-22-12
Date

REQUEST FOR COUNCIL ACTION

Date: 12/10/2012

Item No.: 7.c

Department Approval



City Manager Approval



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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Description	Amount
Utilities	Ferguson Waterworks	AMR Residential Water Meters (a)	\$ 88,460.44
Utilities	Ferguson Waterworks	AMR Interface units (a)	99,444.33
Utilities	Ferguson Waterworks	AMR Commercial Water Meters (a)	35,437.46

Comments/Description:

- a) Part of the City's conversion to an Automated Meter Reading (AMR) system.

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

22 **STAFF RECOMMENDATION**

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

25 **REQUESTED COUNCIL ACTION**

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

28

29

Prepared by: Chris Miller, Finance Director

Attachments: A: None

30

REQUEST FOR COUNCIL ACTION

Date: 12/10/2012

Item No.: 7.d

Department Approval



City Manager Approval



Item Description: Energy Use Update

BACKGROUND:

In 2008, the City Manager formed an internal committee called REACT (Roseville Energy and Action Team) to investigate ways to reduce our energy consumption. The City Council received a report from staff in December of 2008, which outlined all City departments' collective efforts to reduce energy usage. Some of those efforts include changing driving habits for increased fuel efficiency, turning lights off as you leave a room, using day lighting wherever possible, and to adjust thermostat settings year-round. Staff has provided annual updates on the City's energy consumption and progress in this area. The committee met on Monday, November 19, 2012 to discuss current energy saving efforts. The attached memo and charts highlight recent energy reduction efforts and trends realized through cooperative staff efforts.

Prepared by: Duane Schwartz, Public Works Director

Attachments: A: Memo Regarding City Hall and Maintenance Facility
B: Gas and Electric Usage Charts for City Hall/ Maintenance Facility
C: Roseville Skating Center Usage Memo

**Public Works Maintenance Department**

MEMO

To: Bill Malinen, City Manager
From: Duane Schwartz, Public Works Director
Date: November 27, 2012
Re: React Team Update

The following is an update of the Roseville Energy and Conservation Team meeting and energy saving information as of September 30, 2012. The team met on November 19, 2012 to discuss existing energy reduction efforts. It was determined that our efforts continue to be successful and the team advises continuing these practices. Meeting minutes, goals, and a summary of fuel, electric, and natural gas usage for the city hall and maintenance buildings is attached. 2011 was used as a baseline.

REACT Meeting Minutes

Monday, November 19, 2012

The REACT update meeting was held on Monday, November 19 at 9am in the Hawthorne Room. Members in attendance were: Duane Schwartz, Gretchen Carlson, and Pat Dolan, John Loftus, Chris Miller, Pat Trudgeon, Brad Tullberg, and Tim Pratt.

Fleet Update/Public Works

The city has purchased several vehicles in the last couple of years that are showing good fuel efficiency results. Examples are the Ford Transit Connect vehicles (one for locating and one for fire), and the Ford Escape for Engineering inspections. The new Elgin Crosswind sweeper reduces the need for an extra truck for hauling, saving fuel. The new Dodge Chargers used by the

Police Department are getting about 1-2 mph better than the Ford Crown Victoria's did. Gas mileage depends on the use of the vehicle though – district cars get better mileage.

The Street Division fuel usage is down in part due to contracting seal coat operations.

We have purchased about 90% of our commitment under the current futures fuel contract – since city consumption is down we had to put a tanker load back on the open market and it was immediately taken by another agency. We only have a 6,000 gallon gasoline tank – we need more flexibility in our fuel purchases and could benefit by replacing the 6000 gallon tank with a larger tank (at least 10,000 gallons). We have done very well with the fuel contract overall. Public Works stated fuel efficiency is a consideration in all fleet purchases.

Public Works staff also mentioned possible efforts to retrofit streetlights and parking lot lights will begin in 2013 if funding is approved as requested in the capital improvement program. Also once the new Fire Station is online with the geothermal system they will be evaluating whether enough excess heat will be still available to consider connecting all or part of the maintenance facility to the system.

Information Technology

They have been using new server banks that are much more energy efficient. The question came up if the usage on the servers was separated in the Xcel billing statements. The usage is not broken out – it would be difficult to break out due to separate cooling systems and we are not planning on doing this anytime soon.

Beginning in 2010 the city IT staff began virtualizing the server infrastructure and also started purchasing lower power demand computers and network switches. Server virtualization is a computing process where multiple server instances share a single hardware host server. The server room is powered on dedicated circuits that pass through a large in-line UPS (battery backup) system. The UPS provides a power meter. We previously were passing 13.5 kVA through the UPS. This has been reduced to 9kVA through our virtualization project and deployment of lower powered switches in the data center. This is a reduction of 4.5kVA or roughly 3,200 KWh per month. This number does not include the corresponding cooling energy consumed. It takes roughly the same amount of energy to cool a server as it does to power a server so the actual power saving is closer to 6,000 KWh/month.

Fire Department

2013 – Replacing utility pickup with a 1-ton multi- purpose with utility bed. Ladder truck is being updated to save money vs. replacement. They are also retro-fitting a rescue truck. The new Fire Station is moving along – they are taking advantage of many energy-savings opportunities such as day lighting. The lobby and most offices will not have to turn lights on during the day due to larger, energy efficient windows. Also, they are using LED lights in the parking lot. The new building meets LEED Silver Standard, but we are not going to pay to receive the certificate to get recognition – we will have the same energy savings with or without the certificate. We are also getting an energy rebate from Xcel Energy.

Oval

The geothermal system is “stabilizing” more as time goes on. They are still working with the contractor for more energy savings, until the final closeout for the original contract. The temperature of the wells is still about 85 degrees; ideally it would be 70 – 75 degrees. There is still a lot of excess heat that could be used. They are working through the heat pump set ups and other things – adjusting settings – they can’t get rid of the heat fast enough. There are plans to re-vamp the oval lobby and mechanical room– new light fixtures – getting rid of old T 12 fixtures. They will receive Xcel Energy bonus and rebate – the cost will be recouped in a short timeframe.

Parks and Recreation

Energy efficiency is a goal area for the Master Plan implementation. New and updated buildings will use air source heat pumps, they are more cost effective. Also, they will use day lighting where they can and other efficiencies such as LED lighting for rinks and courts. Technology is getting better and there may be other options as well. LED lighting uses less energy by increasing “perceived” light.

Community Development

No new vehicles are planned for the department, other than just replacing one old vehicle. No new “green” vehicles are planned as the cost at this time outweighs the benefits due to the way the vehicles are used. They are seeing some permits come through for solar panel installations. Xcel Energy is proposing to do away with solar rebates. CD is always looking for the latest technology to be included in new projects. The City is not planning on mandating LEED type standards because of the cost, but this is just happening naturally in the market as awareness of energy issues is common.

Administration

In 2013 – replace some CRT monitors with LED.

A question was asked if the large projection screen in the Council Chambers should be replaced with a large LED smart TV or something similar. Admin staff stated the existing screen is too large to be replaced with existing monitor technology. Another suggestion was multiple placement of smaller LED’s, instead of one large one – that way you would get the much better quality. There was a question of energy savings of doing this – how much energy usage does the large projection screen use? Admin staff stated Plasma screens come in larger sizes, but they are big energy users.

Specific Goals and Objectives

Fleet Fuel Usage

Goal

Our goal for the rest of 2012 is to maintain our level of reduced fuel consumption.

Accomplishment

From the end of 2011 through September 20, 2012, City fuel usage decreased by 4%. This was in part due to the purchase of more fuel efficient vehicles such as, Dodge Chargers, and Ford Transit Connects and Escape. The mild winter last season played a role in reduced fuel consumption due to fewer snow events.

Summary

We continue to follow the recommendations of the “no idle policy” and practice efficient driving habits that have been established over the last few years. It must be noted that the weather plays an important component of fuel usage. With more snow, street fuel usage will increase. Mowing will increase with hot, wet weather. With each vehicle purchase, energy efficiency is considered along with matching the practical use of the vehicle to the job.

Building Energy Management

Goal

Our goal for the rest of 2012 is to maintain our level of reduced energy consumption.

Accomplishment

From 2011 through September 30, 2012 we continued to see improvements in performance due to the HVAC system evaluation and adjustments made in the first quarter.

Electric

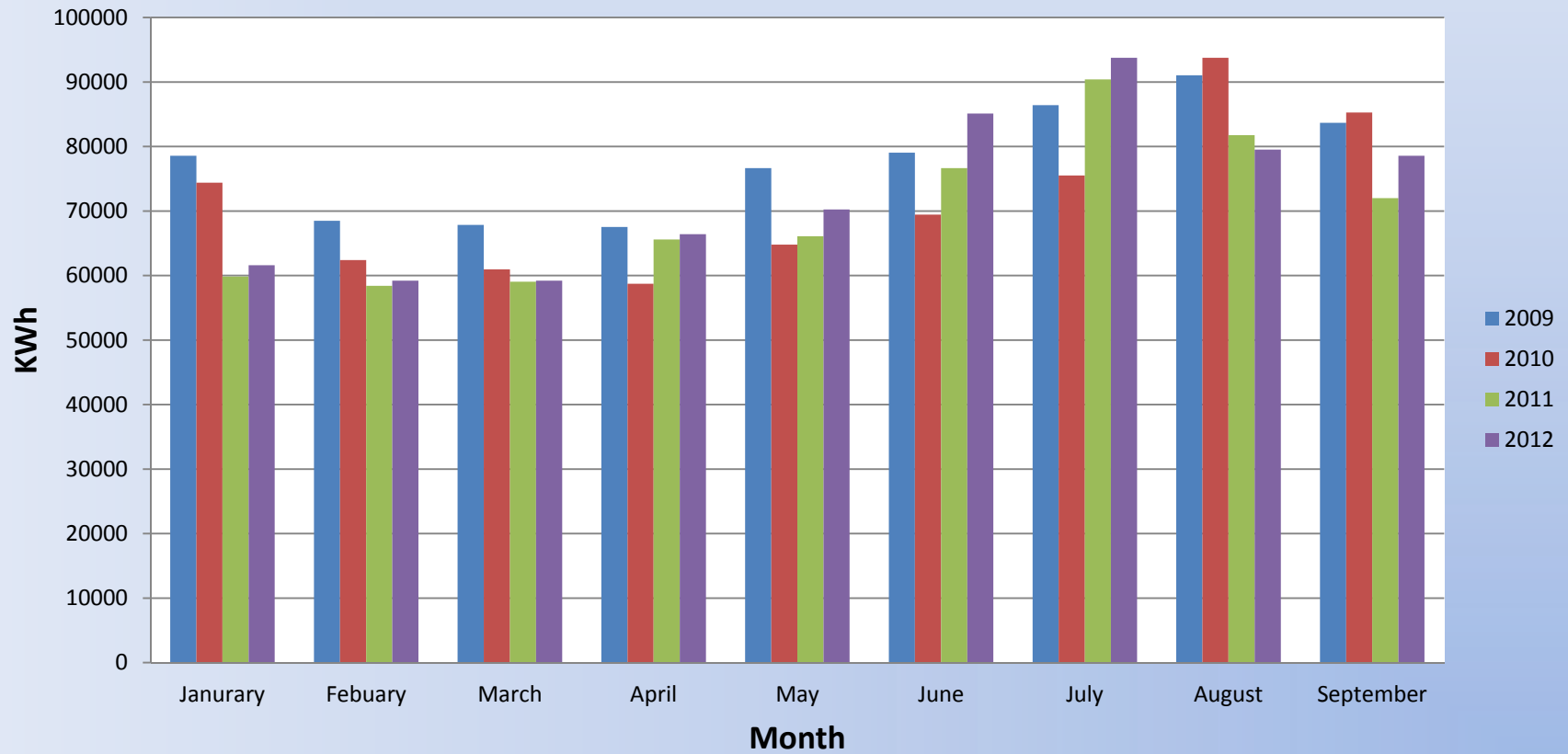
Electric usage in City Hall increased by 3.6% and the Maintenance Center usage decreased by 8.5%, compared to the same quarter in 2011. The increase in City Hall is due to excessive heat resulting in increased cooling costs and increased usage of facilities.

Natural Gas

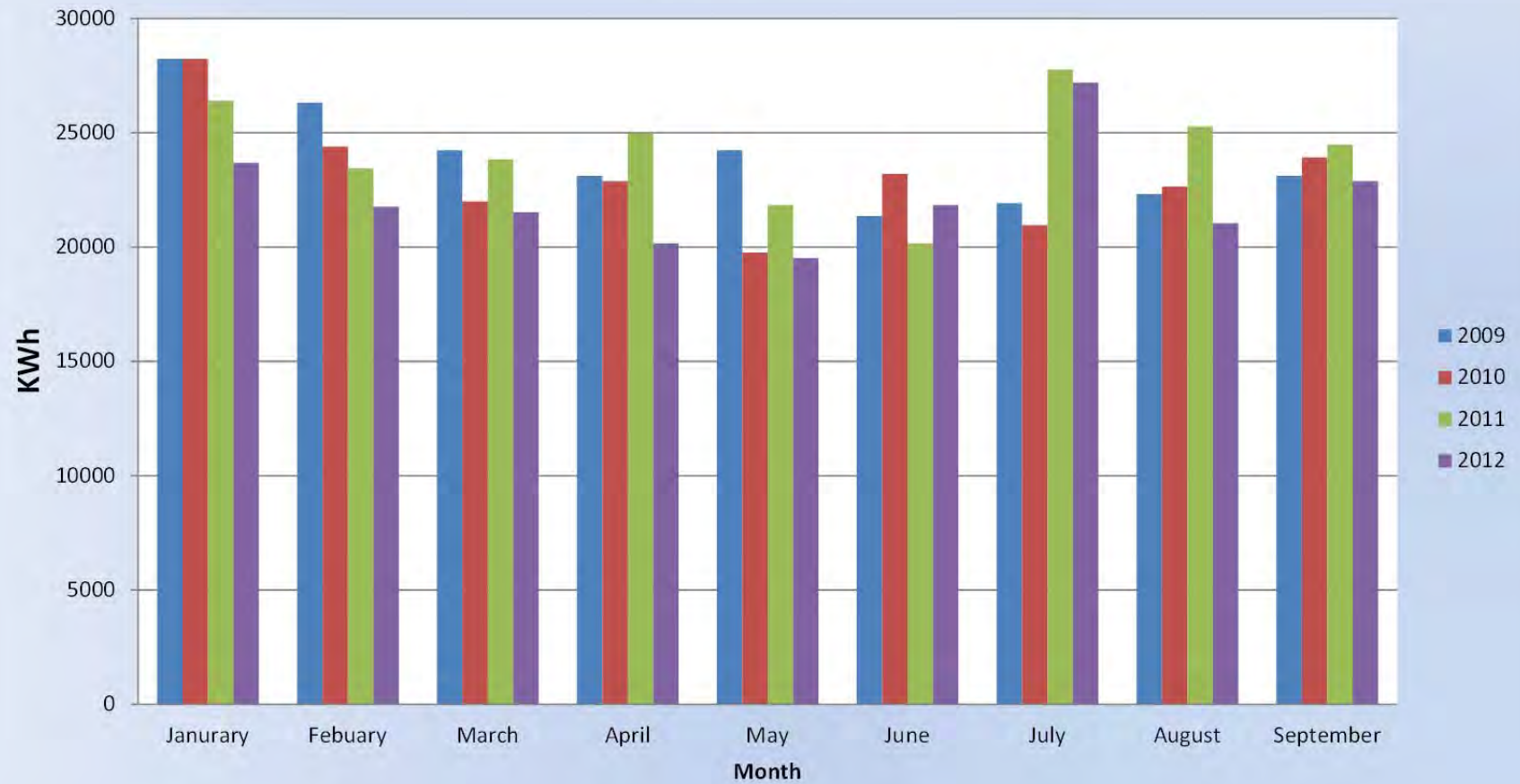
City Hall gas consumption decreased by 38%. The Public Works Maintenance building decreased by 36%. The reductions are due to the adjustments made to the HVAC systems and a thermostat setting of 74 degrees for summer months, as well as the warmer weather extending well into the fall.

By continuing to keep thermostat set points at 68 degrees in the winter and 74 degrees in the summer, we continue to see reduced energy consumption. The attached charts show energy use trends. We will continue to assess performance on a regular basis to verify effectiveness of the system.

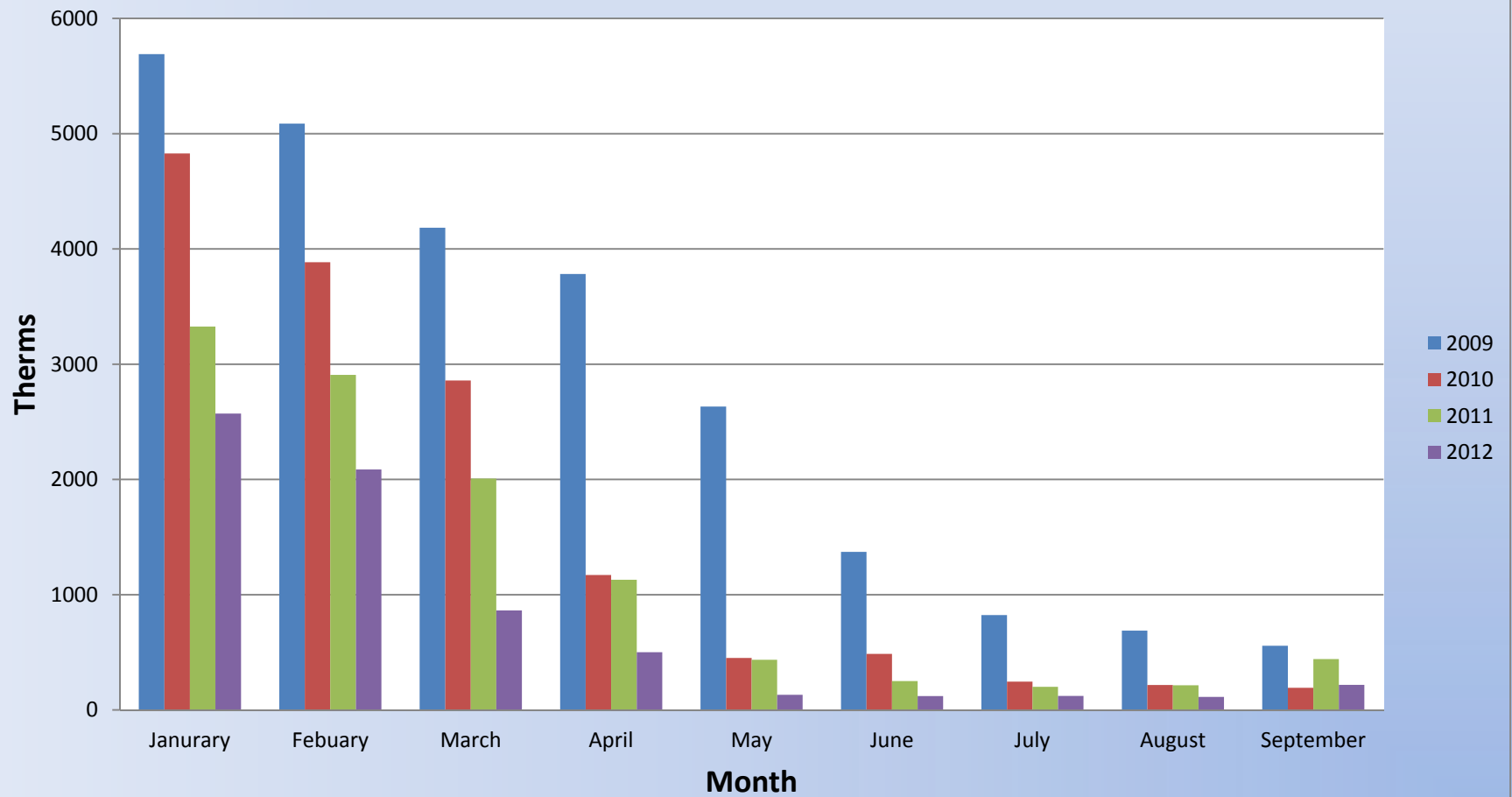
City Hall Electric Usage January - September 2009 -2012



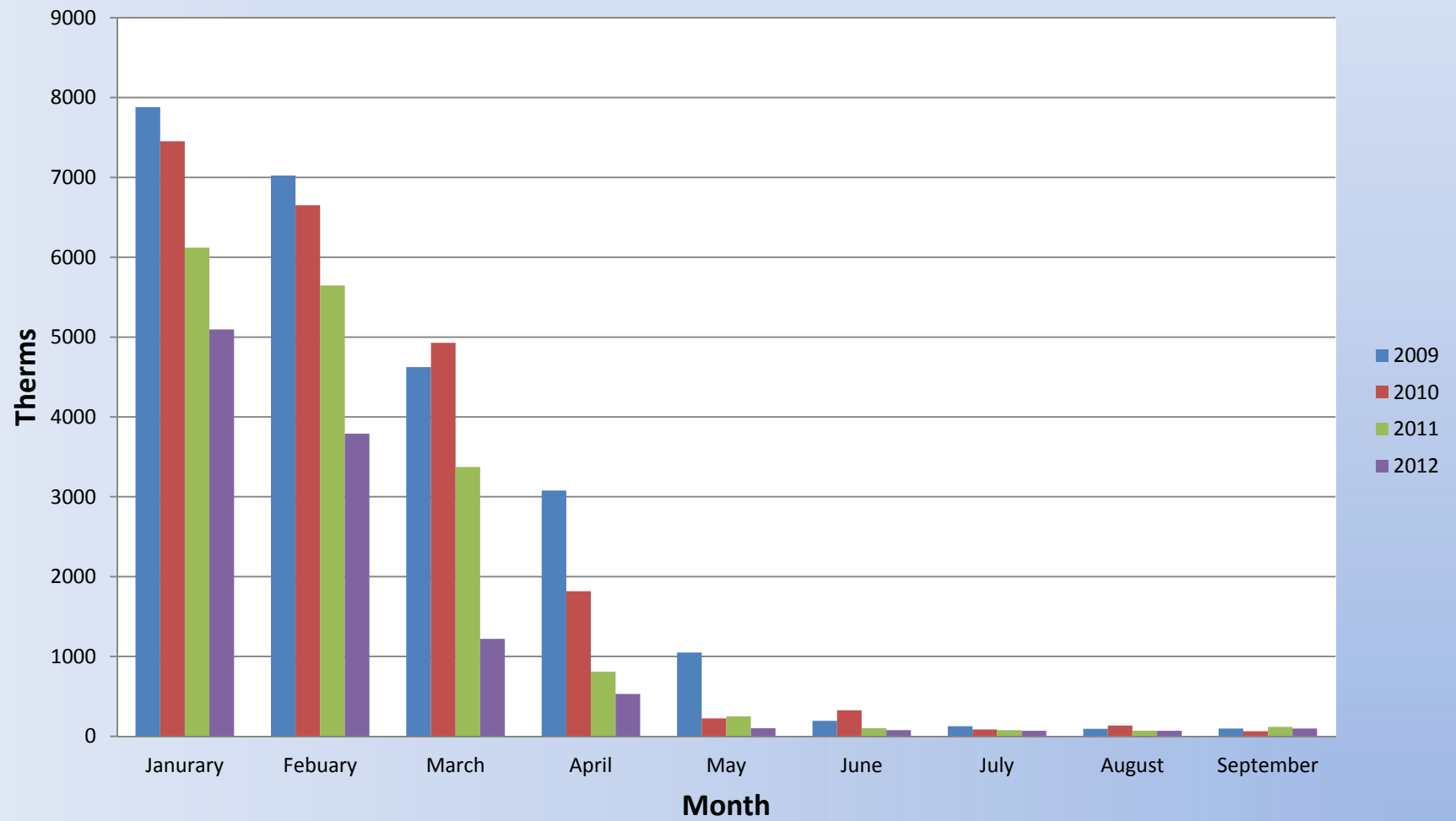
Public Works Electric Usage January - September 2009 -2012



City Hall Gas Usage January - September 2009- 2012



Public Works Gas Usage January - September 2009 - 2012





Memo

To: Mr. Lonnie Brokke, Parks and Recreation Director
From: Brad Tullberg, Skating Center Superintendent
Date: December 4, 2012
Re: Skating Center Energy Usage Update

The following information is an update of the energy use at the Roseville Skating Center as of August 31, 2012.

Skating Center Natural Gas Usage

Goal

Our goal for 2012 is to realize up to a 3% reduction natural gas usage from 2011.

Actual Consumption Update

From January 1 through August 31, 2012 overall Skating Center natural gas consumption (in therms) is down 26.7% as compared to the same period in 2011.

- Arena Natural Gas consumption is down 34.9% from 2011
- OVAL Natural Gas consumption is down 15.2% from 2010

Summary

The decrease in Skating Center natural gas consumption is due to two major factors:

- 1) On average, temperatures were 6.25 degrees warmer in January thru August of 2012 compared to the same period in 2011. The warm weather reduces the need for heat in our two largest heating areas (the indoor arena and the large OVAL lobby). We will continue to closely monitor natural gas consumption.
- 2) The OVAL snow melt pit uses natural gas to heat the water circulating in the piping. The snow melt pit is now more effectively using OVAL compressor waste heat when available to melt snow from resurfacing and snowfall. With the minimal snowfall in the beginning of 2012, there was not additional load for the OVAL snowmelt pit.

Skating Center Electric Usage

Goal

Our goal for 2012 is to maintain a stable level of electric consumption as in 2011 while continuing to research potential money saving ideas.

Actual Consumption Update

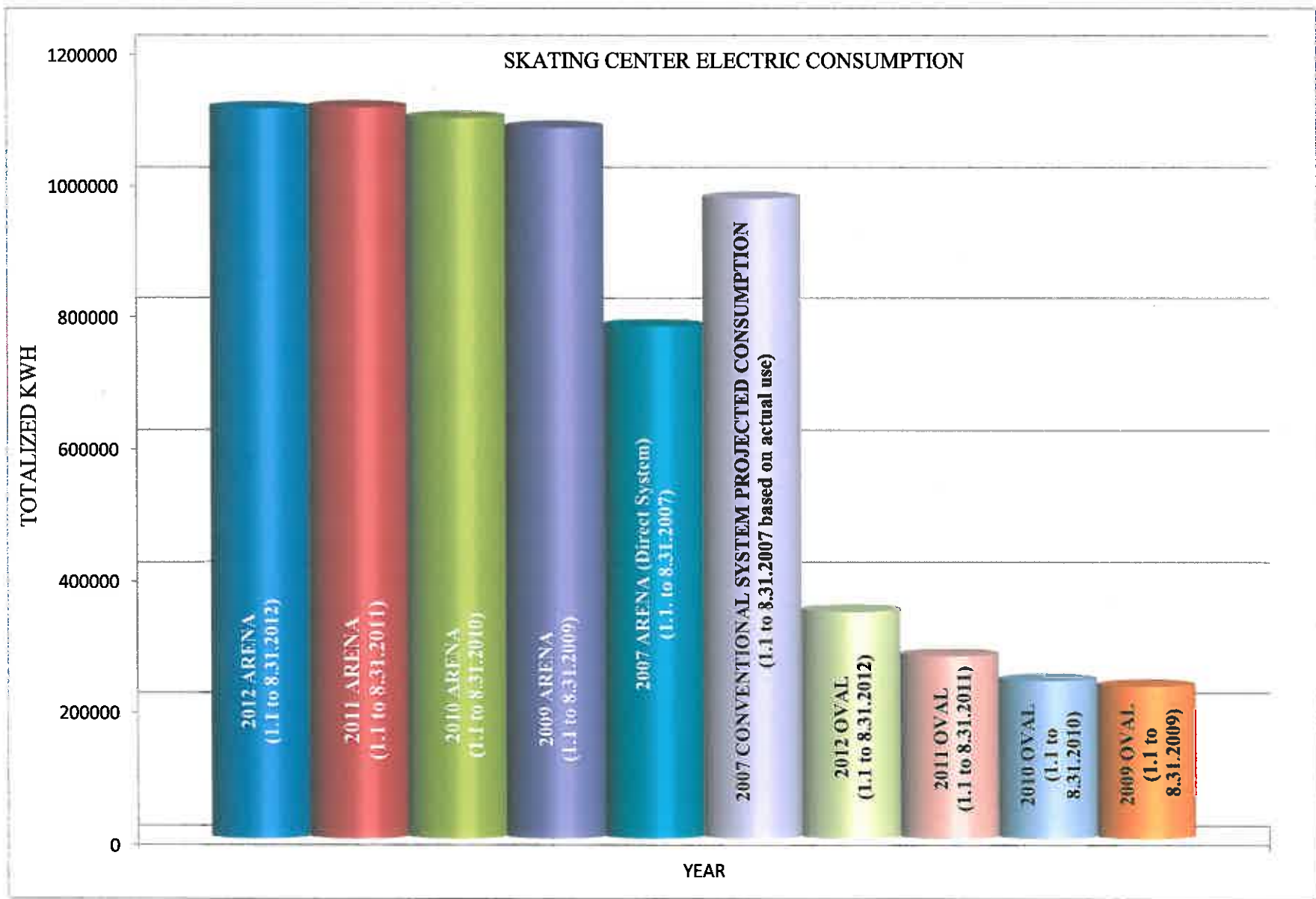
From January 1 through August 31, 2012 electric consumption is up 4.8% as compared to the same period in 2011.

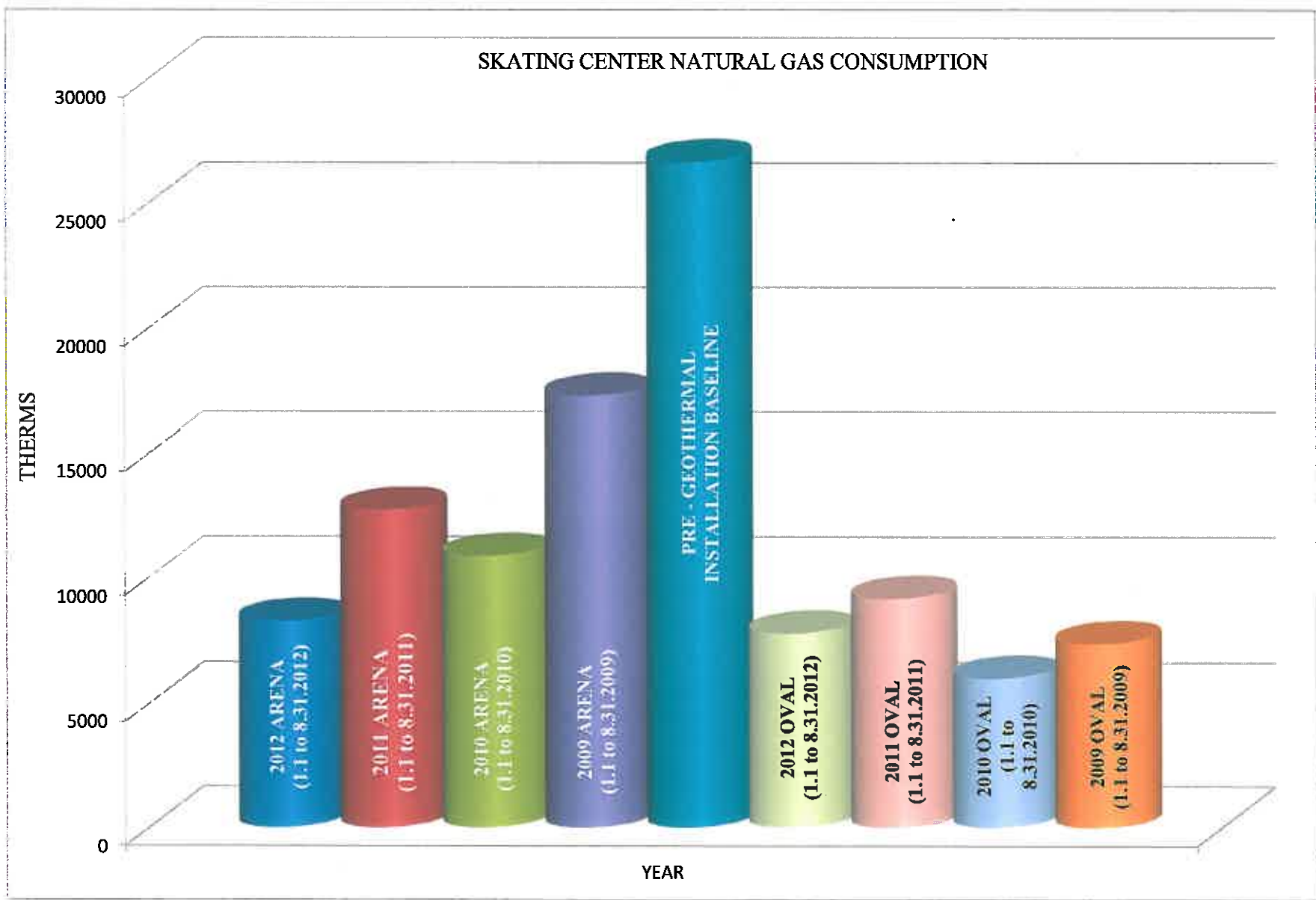
- Arena Electric consumption is down 0.2% from 2011
- OVAL Electric consumption is up 24.4% from 2011

Summary

The Arena consumption has stabilized but Skating Center staff are still working to find ways to reduce the usage. The future connection of the Fire Station will help reduce the run time of the fluid cooler thereby reducing the energy used to remove heat from the refrigeration process. The additional pump to move fluid back and forth to the Fire Station will require additional electric consumption. We will not know the actual amount until the Fire Station is fully operational.

The OVAL electric consumption is higher than 2011 due to the extremely mild temperatures experienced in the winter of 2011-12. The warmer temperatures bring in additional skaters to offset the cost of the expense of running compressors during unseasonably warm weather.





REQUEST FOR COUNCIL ACTION

Date: 12/10/2012

Item No.: 7.e

Department Approval



City Manager Approval



Item Description: Award Contract for Demolition of the buildings on the PIK Terminal Co. Limited Partnership property located at 2680/ 2690 Prior Avenue

BACKGROUND

On June 18, 2012, the City Council approved the Settlement agreement for the purchase of land from PIK Terminal Co. Limited Partnership. One of the terms of settlement included in this agreement was the City would undertake the demolition of the existing structures on the PIK parcels and PIK would be assessed all costs associated with the demolition (e.g. engineering reports, city staff time, building removal, etc.). The terms of the assessment would include:

- A twelve year assessment with a two year repayment deferral with no interest accruing and a ten-year repayment schedule;
- An interest rate of six percent
- Full repayment of the assessment would be due upon sale of the PIK property.

The City developed plans and specifications needed to demolish the buildings. Bids were opened on November 29, 2012.

POLICY OBJECTIVE

The buildings in the PIK Terminal property are blighted and abandoned. The demolition will increase safety and aesthetics in the Twin Lakes Redevelopment Area.

Based on past practice, the City Council has awarded contracts to the lowest responsible bidder whose bid complies with the conditions within the specifications. The following is a summary of bids received for this project:

BIDDER	AMOUNT
Urban Companies	\$ 47,550.00
Veit and Company, Inc.	\$ 50,478.00
Carl Bolander & Sons Co.	\$ 74,175.00
Belair Builders, Inc.	\$ 93,110.00
Rachel Contracting	\$ 111,360.00
Landwehr Contracting	\$ 122,935.00
Frattalone Companies, Inc	\$ 132,800.00
New Look Contracting	\$ 165,401.25
Max Steininger, Inc.	\$ 197,916.00

For this project, the apparent low bid is Urban Companies of Rogers, Minnesota. Upon review of the bids, staff found that their bid did not comply with the project specifications. According

to the special provisions of the specification, all subcontractors need to be on the MnDOT approved list. The subcontractor that they submitted as a part of their bid is not a MNDOT approved subcontractor for asbestos removal as required per the project specifications.

Also, they did not list the subcontractor that would be doing the regulated waste material removal. Since Urban Companies is not on the approved list, they would not qualify to self perform this work.

In discussions after the bid opening, Urban Companies offered to replace their subcontractor with one that is on the MnDOT approved list. We have discussed this discrepancy and the offer to change subcontractors with the City Attorney and they have advised us that since the submitted bid does not meet the requirements of specifications, it should be rejected.

Of the 9 bids received 4 of them complied with the specifications. They included MnDOT approved subcontractors as a part of their bid submittal.

The specifications state that bids will be awarded to the lowest qualified, responsible and responsive bidder whose proposal complies with all prescribed requirements in the specifications. As a result, we are recommending that the contract be awarded to the second low bidder, Veit and Company, Inc, of Rogers, Minnesota, their bid complies with the specifications.

FINANCIAL IMPLICATIONS

The estimate in the agreement is \$160,000. All of the costs for this project will be paid for through assessment by the property owner, PIK Terminal Co. Limited Partnership.

The second low bid, \$50,478, is \$2,928 more than the low bid. The bids were substantially less than the estimate and within the anticipated project budget.

STAFF RECOMMENDATION

Staff recommends award of a contract for Demolition of the buildings on the PIK Terminal Co. Limited Partnership property located at 2680/ 2690 Prior Avenue in the amount of \$50,478.00 to Veit and Company, Inc, of Rogers, Minnesota.

REQUESTED COUNCIL ACTION

Motion awarding a contract for Demolition of the buildings on the PIK Terminal Co. Limited Partnership property located at 2680/ 2690 Prior Avenue in the amount of \$50,478.00 to Veit and Company, Inc, of Rogers, Minnesota.

Prepared by: Debra Bloom
Attachments: A: Location Map
B: Resolution

Attachment A: Pik Terminal



Prepared by:
Community Development Department
Printed: May 30, 2012



Site Location

Data Sources

* Ramsey County GIS Base Map (5/1/2012)

* Aerial Data: Pictometry (4/2011)

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

Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7395. 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 50 100 150
Feet



30 office of the City Engineer.

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

34

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

37

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

40 and the following voted against the same: .

41

42 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 10th day of November, 2012, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 10th day of November, 2012.

William J. Malinen, City Manager

(SEAL)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12-10-12

Item No.: 7.f

Department Approval



City Manager Approval



Item Description: **Community Development Department Request for the 2013 Electrical Inspection Service Renewal Contract.**

BACKGROUND

- Attached is an annual service agreement used with the City's electrical inspection contractor. Seven cities (Roseville, Arden Hills, Little Canada, North Oaks, North St. Paul, Shoreview and Brooklyn Center) contract with Tokle Inspections, Inc. and have a similar contract for services.
- The proposed service contract with Tokle Inspections, Inc. and owner Peter Tokle includes a requirement that the contractor maintains his insurance schedule, provides an annual report and carries an electrician's license.
- There are no changes in the permit fee schedule for 2013. The fee structure is applicable in all seven cities. The City passes the costs of doing business on to the electrical contractor as part of the electrical permit charge. The City retains 20% of the electrical permit fee, passing the remaining 80% on to Tokle Inspections, Inc.

POLICY OBJECTIVE

The Council annually considers this service contract and accepts any comments from the applicant or interested persons.

FINANCIAL IMPACTS

Staff has reviewed the alternatives, particularly jointly hiring a contractor or adding another inspector to handle both electrical and some building inspection activities. While this may pay for itself, there is no guarantee that building levels will be as high as previous years. Staff recommends that this alternative is premature. This alternative should be evaluated annually as the service contract comes up for review

STAFF RECOMMENDATION

Staff recommends approval of the 2013 one-year service agreement with Tokle Inspections, Inc. (which includes the 2013 Electrical Permit Fee Schedule) and for the agreement to be reviewed annually.

REQUESTED COUNCIL ACTION

By motion approve the 2013 Service Agreement with Tokle Inspections, Inc and authorize the Mayor and City Manager to sign the agreement, after review by the City Attorney.

Prepared by: Don Munson, Permit Coordinator

Attachments: A - Proposed Consultant Services Contract
B - 2013 Permit Fee Schedule

Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the 1st day of January, 2013, between the City of Roseville, a municipal corporation (hereinafter "City"), and Tokle Inspections Incorporated, a corporation organized and existing under the laws of the State of Minnesota, (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 below ("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.
 - A. Review electrical plans for sites and buildings;
 - B. Provide all required on-site electrical inspection services in relation to each electrical permit;
 - C. Retain all pertinent records and copies of permits and correspondence related to each permit and make them available to the City upon request;
 - D. Have open office hours each business day during which the property owners and staff may work with the inspectors;
 - E. Coordinate work (as necessary) with inspection work of the City through the Building Permits Coordinator.
 - F. Provide an annual report summarizing permit activity.
2. **Term.** The term of this Agreement shall be from January 1, 2013, through December 31, 2013, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Attachment B attached hereto for the Work, subject to the following:

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- 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.
- 58 4. **City Assistance.** The City agrees to provide the Consultant with the following assistance
59 concerning the Work to be performed hereunder:
60
- A. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Consultant to enter upon public and private land and property as required for the Consultant to perform and complete the Work.
 - B. The City shall furnish the Consultant with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards, that is needed by the Consultant in order to prepare for the performance of the Work.
 - C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.
- 79 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an
80 itemized invoice for Work performed under this Agreement. Invoices submitted shall be
81 paid in the same manner as other claims made to the City. Invoices shall contain the
82 following:
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- 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. The Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. Each invoice shall contain the City's project number and a progress
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summary showing the original (or amended) amount of the Agreement, current billing, past payments and unexpended balance due under the Agreement.

- 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 Consultant of written notice from the City of such suspension.

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

6. ***Project Manager and Staffing.*** The Consultant has designated Community Development Director Pat Trudgeon and Permit Coordinator Don Munson ("Project Contacts") to perform and /or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. Consultant may not remove or replace Project Contracts without the prior approval of the City.

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

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.

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139 9. **Termination.** This Agreement may be terminated at any time by the City, with or
140 without cause, by delivering to the Consultant at the address of the Consultant set forth
141 on page 1, a written notice at least seven (7) days prior to the date of such termination.
142 The date of termination shall be stated in the notice. Upon termination the Consultant
143 shall be paid for services rendered (and reimbursable expenses incurred if required to be
144 paid by the City under this Agreement) by the Consultant through and until the date of
145 termination so long as the Consultant is not in default under this Agreement. If however,
146 the City terminates the Agreement because the Consultant is in default of its obligations
147 under this Agreement, no further payment shall be payable or due to the Consultant
148 following the delivery of the termination notice, and the City may, in addition to any
149 other rights or remedies it may have, retain another consultant to undertake or complete
150 the Work to be performed hereunder.
151
- 152 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided
153 under this Agreement without the express written consent of the City. The Consultant
154 shall promptly pay any subcontractor involved in the performance of this Agreement as
155 required by the State Prompt Payment Act.
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- 157 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
158 independent contractor and not an employee of the City. No statement herein shall be
159 construed so as to find the Consultant an employee of the City.
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- 161 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall
162 not discriminate against any person, contractor, vendor, employee or applicant for
163 employment because of race, color, creed, religion, national origin, sex, marital status,
164 status with regard to public assistance, disability, sexual orientation or age. The
165 Consultant shall post in places available to employees and applicants for employment,
166 notices setting forth the provision of this non-discrimination clause and stating that all
167 qualified applicants will receive consideration for employment. The Consultant shall
168 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for
169 Work done under this Agreement, and will require all of its subcontractors performing
170 such Work to incorporate such requirements in all subcontracts for the performance of
171 the Work. The Consultant further agrees to comply with all aspects of the Minnesota
172 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act
173 of 1964, and the Americans with Disabilities Act of 1990.
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- 175 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
176 obligations hereunder, without the prior written consent of the City.
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- 178 14. **Services Not Provided For.** No claim for services furnished by the Consultant not
179 specifically provided for herein shall be paid by the City.
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- 181 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,
182 state and local laws, statutes, ordinances, rules and regulations in the performance of the
183 Work. The Consultant and City, together with their respective agents and employees,

agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

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

18. **Insurance.**

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

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

Worker's Compensation:	Statutory Limits
Employer's Liability	\$500,000 each accident
(Not needed for	\$500,000 disease policy limit
Minnesota based	\$500,000 disease each employee
Consultant):	
Commercial General Liability:	\$1,000,000 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:

- a. Personal injury with Employment Exclusion (if any) deleted;
- b. Broad Form Contractual Liability coverage; and
- c. Broad Form Property Damage coverage, including Completed Operations.

D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for 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 \$2,000,000. Said policy shall not name the City as an additional insured.

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

- a. All policies, except the Professional Liability Insurance policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
- b. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville";
- c. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured;

- 276 d. All policies, except the Professional Liability Insurance and Worker's
277 Compensation Policies, shall insure the defense and indemnify obligations
278 assumed by Consultant under this Agreement; and
279
- 280 e. All policies shall contain a provision that coverages afforded thereunder shall not
281 be canceled or non-renewed or restrictive modifications added, without thirty (30)
282 days prior written notice to the City.
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284 A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as
285 applicable, which evidences the compliance with this Paragraph 18, must be filed
286 with City prior to the start of Consultant's Work. Such documents evidencing
287 insurance shall be in a form acceptable to City and shall provide satisfactory evidence
288 that Consultant has complied with all insurance requirements. Renewal certificates
289 shall be provided to City prior to the expiration date of any of the required policies.
290 City will not be obligated, however, to review such declaration page, Rider,
291 Endorsement or certificates or other evidence of insurance, or to advise Consultant of
292 any deficiencies in such documents and receipt thereof shall not relieve Consultant
293 from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's
294 obligations hereunder. City reserves the right to examine any policy provided for
295 under this Provision 18.
296

- 297 F. If Consultant fails to provide the insurance coverage specified herein, the Consultant
298 will defend, indemnify and hold harmless the City, the City's officials, agents and
299 employees from any loss, claim, liability and expense (including reasonable
300 attorney's fees and expenses of litigation) to the extent necessary to afford the same
301 protection as would have been provided by the specified insurance. Except to the
302 extent prohibited by law, this indemnity applies regardless of any strict liability or
303 negligence attributable to the City (including sole negligence) and regardless of the
304 extent to which the underlying occurrence (i.e., the event giving rise to a claim which
305 would have been covered by the specified insurance) is attributable to the negligent or
306 otherwise wrongful act or omission (including breach of contract) of Consultant, its
307 contractors, subcontractors, agents, employees or delegates. Consultant agrees that
308 this indemnity shall be construed and applied in favor of indemnification. Consultant
309 also agrees that if applicable law limits or precludes any aspect of this indemnity,
310 then the indemnity will be considered limited only to the extent necessary to comply
311 with that applicable law. The stated indemnity continues until all applicable statutes
312 of limitation have run.
313

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

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- 317 a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing
318 performance of the indemnity obligation; or
319
- 320 b. Furnish a written acceptance of tender of defense and indemnity from
321 Consultant's insurance company.

- 322
323 Consultant will take the action required by the City within fifteen (15) days of
324 receiving notice from the City.
325
- 326 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information
327 generated in connection with the performance of this Agreement (“Information”) shall
328 become the property of the City, but the Consultant may retain copies of such documents
329 as records of the services provided. The City may use the Information for any reasons it
330 deems appropriate without being liable to the Consultant for such use. The Consultant
331 shall not use or disclose the Information for purposes other than performing the Work
332 contemplated by this Agreement without the prior consent of the City.
333
- 334 20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or
335 related to this Agreement or the relationships which result from this Agreement shall be
336 subject to mediation as a condition precedent to initiating arbitration or legal or equitable
337 actions by either party. Unless the parties agree otherwise, the mediation shall be in
338 accordance with the Commercial Mediation Procedures of the American Arbitration
339 Association then currently in effect. A request for mediation shall be filed in writing with
340 the American Arbitration Association and the other party. No arbitration or legal or
341 equitable action may be instituted for a period of 90 days from the filing of the request
342 for mediation unless a longer period of time is provided by agreement of the parties.
343 Cost of mediation shall be shared equally between the parties. Mediation shall be held in
344 the City of Roseville unless another location is mutually agreed upon by the parties. The
345 parties shall memorialize any agreement resulting from the mediation in a Mediated
346 Settlement Agreement, which Agreement shall be enforceable as a settlement in any
347 court having jurisdiction thereof.
348
- 349 21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall
350 have the right to conduct a review of the performance of the Work performed by the
351 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
352 to provide such information as the City may reasonably request. Following each
353 performance review the parties shall, if requested by the City, meet and discuss the
354 performance of the Consultant relative to the remaining Work to be performed by the
355 Consultant under this Agreement.
356
- 357 22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the
358 City shall have a financial interest, direct or indirect, in this Agreement. The violation of
359 this provision shall render this Agreement void.
360
- 361 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of
362 Minnesota.
363
- 364 24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
365 shall be considered an original.
366

- 367 25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,
368 for any reason, held by a court of competent jurisdiction to be contrary to law, such
369 decision shall not affect the remaining provisions of this Agreement.
370
- 371 26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
372 the parties is contained in this Agreement. This Agreement supersedes all prior oral
373 agreements and negotiations between the parties relating to the subject matter hereof as
374 well as any previous agreements presently in effect between the parties relating to the
375 subject matter hereof. Any alterations, amendments, deletions, or waivers of the
376 provisions of this Agreement shall be valid only when expressed in writing and duly
377 signed by the parties, unless otherwise provided herein. The following agreements
378 supplement and are a part of this Agreement: Attachment B - Community Development
379 Department –Request for Council Action – December 10, 2012.
380

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

CITY OF ROSEVILLE

Mayor

City Manager

(CONSULTANT)

By: _____

Its: _____

2013 Electrical Permit Fees



- A. Minimum fee for each separate inspection of: an installation, replacement, alteration or repair: \$35.00
- B. Services, changes of service, temporary services, additions, alterations or repairs on either primary or secondary services (shall be computed separately):

Description	Amount	
0 to 300 amp	\$50.00	
301 to 400 amp	58.00	
401 to 500 amp	72.00	
501 to 600 amp	86.00	
601 to 800 amp	114.00	
801 to 1,000 amp	142.00	
1,001 to 1,100 amp	156.00	
1,101 to 1,200 amp	170.00	
Add \$14 for each add'l 100 amps		

- C. Circuits, installation of additions, alterations, or repairs of each circuit or sub-feeder (shall be computed separately). Includes circuits fed from sub-feeders and includes the equipment served, except as provided for in (D) through (K):

Description	Amount	
0 to 30 amp	\$ 8.00	
31 to 100 amp	10.00	
101 to 200 amp	15.00	
201 to 300 amp	20.00	
301 to 400 amp	25.00	
401 to 500 amp	30.00	
501 to 600 amp	35.00	
601 to 700 amp	40.00	
Add \$5 for each add'l 100 amps		

City of Roseville 2013 Fee Schedule

- D.** Maximum fee for single-family dwelling shall not exceed \$150.00 if not over 200-ampere capacity. This includes service, feeders, circuits, fixtures and equipment. The maximum fee provides for not more than two rough-in inspections and the final inspection per dwelling. Additional inspections are at the re-inspection rate.
- E.** Maximum fee on an apartment building shall not exceed \$70.00 per dwelling unit. A two-unit dwelling (duplex) maximum fee is charged per unit as separate single-family dwellings.
- F.** The maximum number of 0 to 30 ampere circuits to be paid on any one athletic field lighting standard is 10.
- G.** In addition to the above fees:
- A charge of \$4.00 will be made for each street lighting standard.
 - A charge of \$7.00 will be made for each traffic signal standard. Circuits originating within the standard will not be used when computing fees.
- H.** In addition to the above fees, all transformers and generators for light, heat and power shall be computed separately at \$8.00 plus \$.40 per KVA up to and including 100 KVA. 101 KVA and over at \$.30 per KVA. The maximum fee for any transformer or generator in this category is \$80.00.
- I.** In addition to the above fees, all transformers for signs and outline lighting shall be computed at \$8.00 for the first 500 VA or fraction thereof per unit, plus \$.70 for each additional 100 VA or fraction thereof.
- J.** In addition to the above fees (unless included in the maximum fee filed by the initial installer) remote control, signal circuits and circuits of less than 50 volts shall be computed at \$.75 per device.
- K.** In addition to the above fees, the inspection fee for each separate inspection of a swimming pool shall be computed at \$35.00. Reinforcing steel for swimming pools requires a rough-in inspection.
- L.** For the review of plans and specifications of proposed installations, there shall be a minimum fee of \$150.00 up to and including \$30,000 of electrical estimate, plus 1/10 of 1% on any amount in excess of \$30,000. To be paid by permit applicant.
- M.** When re-inspection is necessary to determine whether unsafe conditions have been corrected and such conditions are not subject to an appeal pending before any Court, a re-inspection fee of \$35.00 may be assessed in writing by the Inspector.
- N.** For inspections not covered herein, or for requested special inspections or services, the fee shall be \$35.00 per man hour, including travel time, plus \$.25 per mile traveled, plus the reasonable cost of equipment or material consumed.

City of Roseville 2013 Fee Schedule

This section is also applicable to inspection of empty conduits and such jobs as determined by the City.

- O.** For inspection of transient projects, including but not limited to carnivals and circuses, the inspection fees shall be computed as follows:

- Power supply units according to Item “B” of fee schedule. A like fee will be required on power supply units at each engagement during the season, except that a fee of \$35.00 per hour will be charged for additional time spent by the Inspector if the power supply is not ready for inspections as required by law.

- Rides, Devices or Concessions shall be inspected at their first appearance of the season and the inspection fee shall be \$35.00 per unit.

- P.** The fee is doubled if the work starts before the permit is issued.

REQUEST FOR COUNCIL ACTION

Date: 12/10/12

Item No.: 7.g

Department Approval



City Manager Approval



Item Description: Receive Feasibility Report and Set Public Hearing for County Road D Reconstruction Project

BACKGROUND

At the June 11, 2012, the City Council authorized the preparation of a feasibility study for the proposed reconstruction of County Road D, between Lexington Avenue and Victoria Street. County Road D is a border street.

The ownership of this road is split at the centerline between the City of Shoreview and City of Roseville. It is in the best interests of the residents of each city to undertake the reconstruction project in a cooperative fashion. The goal of the Cities is to provide for a coordinated cost effective completion of this project. In 2001, the City of Roseville took the lead on the reconstruction of W. Owasso Blvd. As a result, the City of Shoreview is taking the lead on this project. They have been providing engineering services including design, contract administration and construction management.

Over the last 6 months, city staff has held four public information meetings with residents living along County Road D. The first meeting was on August 8, where we presented the proposed reconstruction project and received input regarding neighborhood concerns along the corridor. Among these were: Street design/ parking, pedestrian safety, drainage, traffic, street lights, and undergrounding power lines.

The second meeting was on October 4, where we presented the residents a proposed street design. This design included a 6 foot wide detached concrete sidewalk along the south side of the street, along with a parking lane along the north side of the street for the entire corridor.

On October 27, we had a “walk thru” meeting on site. This meeting started at Lexington Avenue and continued east toward Victoria Street. It was a meeting in motion. The City surveyor marked the location of the new curb and sidewalk, allowing staff to be able to meet with residents individually to discuss the project and show them how it would impact the road in front of their property.

Our final information meeting was on November 29. At that meeting, we presented the preliminary staff recommendations including design, project cost and proposed assessments for the project.

In accordance with City Council direction, a feasibility report has been prepared that details the proposed design, neighborhood impact, and estimated cost of the proposed County Road D Reconstruction project. The recommendations in the feasibility report were shared with the neighborhood at our November 29 information meeting. The next step in the process is for the Council to accept the feasibility report and to schedule a public hearing.

This project was also discussed at the October Public Works Environment and Transportation

Commission Meeting. The Commission supports the project as proposed.

The City has received a petition from 11 of the 20 Roseville property owners along County Road D requesting that the proposed 6 foot wide sidewalk on the south side of the street not be constructed. The feasibility report will discuss the proposed sidewalk and include the petition as an appendix.

POLICY OBJECTIVE

The feasibility report details the proposed design, neighborhood impact, estimated cost and proposed funding for the construction of these public improvements. Assessment shall be equivalent or less than the anticipated increase in market value for properties being assessed. It is the City's policy to assess the cost to construct a 32 foot wide 7-ton road to adjacent property owners as follows:

- Adjacent residential property owner assessed for up to 25% of the cost.
- All other adjacent property zoning assessed for up to 50% of the cost.
- Appraisals will be completed prior to the Public Hearing to determine the influence of the improvement project on the value of the properties proposing to be assessed.
- If appraisals indicate that the "up to" assessment rate is greater than the benefit received from the proposed project, Staff will recommend that they be adjusted down to equal to the benefit.

FINANCIAL IMPACTS

Each City will pay for their portion of the project construction within their City boundaries, which includes utility reconstruction, sidewalk, and other items not related to the road reconstruction. The road reconstruction costs will be split 50-50 between the two cities. Shoreview is providing engineering services and Roseville will reimburse them for our share. The costs discussed below are the City of Roseville's cost share of this project. Shoreview is preparing a separate feasibility report for their City Council that contains their costs. This project has major financial implications for the city including the following:

1. Assessments levied in accordance with the City's assessment policy.
2. Use of Municipal State Aid (MSA) dollars to fund the majority of the County Road D reconstruction project. Including sidewalk costs.
3. Expenditure of utility fund dollars to pay for the repairs needed to the existing utility system.

It is proposed that the cost of the project be financed with MSA funds and special assessments. The following is a summary of the preliminary estimated costs and financing for the reconstruction of Dale Street

	Estimated cost	MSA	Assessments	Utility Funds	General Fund
Street/ Storm sewer Construction*	\$707,528.92	\$434,130.39	\$176,114.23	\$0	\$97,284.30
Sidewalk/ Trail Construction	\$55,030.80	\$55,030.80	\$0	\$0	\$0
Sanitary Sewer Reconstruction	\$22,000.00	\$0	\$0	\$22,000.00	\$0
Watermain Reconstruction	\$209,902.00	\$0	\$0	\$209,902.00	\$0
Total	\$994,461.72	\$489,161.19	\$176,114.23	\$231,902.00	\$97,284.30

68 *Cost includes 15% engineering

69 **STAFF RECOMMENDATION**

70 Staff recommends that the City Council receive the feasibility report and order a public improvement
71 hearing for the County Road D Reconstruction Project for January 28, 2013, at 6:00 p.m.

72 **REQUESTED COUNCIL ACTION**

73 Adoption of a resolution receiving the feasibility report and ordering public improvement hearings for
74 the County Road D Reconstruction Project for January 28, 2013, at 6:00 p.m.

Prepared by: Debra Bloom
Attachments: A: Resolution
B: Feasibility Report

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 10th day of December, 2012, 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.

**RECEIVING THE FEASIBILITY REPORT FOR COUNTY ROAD D
RECONSTRUCTION AND ORDERING PUBLIC HEARING FOR
IMPROVEMENT**

WHEREAS, pursuant to resolution of the Council adopted June 11, 2012, a report has been prepared by the City Engineer with reference to the improvement of County Road D, between Lexington Avenue and Victoria Street, and;

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, MINNESOTA, as follows:

1. The City Council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$1,818,943.89.

2. A public hearing shall be held on such proposed improvement on the 26th day of January, 2013, in the council chambers of the city hall at 6:00 p.m. and the City Engineer shall give mailed and published notice of such hearing and improvement as required by law.

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

41

42 WHEREUPON said resolution was declared duly passed and adopted.

WITNESS MY HAND officially as such Manager this 10th day of December, 2012.

(Seal)



Public Works
Engineering Department

Feasibility Report

Project P-ST-SW-W-13-02

**County Road D Reconstruction
(Lexington Avenue to Victoria Street)**

Prepared by: Debra Bloom
City Engineer
City of Roseville

I hereby certify that this feasibility report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

A handwritten signature in black ink that reads "Debra M. Bloom".

_____, P.E.

Registration No. 26469

**COUNTY ROAD D RECONSTRUCTION
FEASIBILITY REPORT
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December 10, 2012

City Council
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: PROJECT P-ST-SW-13-02, County Road D Reconstruction

Dear Mayor and City Council Members:

At the council meeting of June 11, 2012, the City Council adopted Resolution No. 10831 ordering the preparation of a Feasibility Report for the reconstruction of County Road D between Lexington Avenue and Victoria Street.

As a part of the report preparation, Public Works staff inspected the various City utilities within the project limits and the recommended improvements are presented.

The total estimated project cost is \$994,461.73 which includes contingencies and overhead costs.

During the process of studying the existing conditions within the project areas, four public Information meetings were held and input was received from area residents, Police, Fire, and Public Works staff. The comments from these meetings are incorporated into this report.

In accordance with the City Council request, this study has been completed. It is my recommendation that the projects as proposed in this study are feasible.

If you have questions regarding the findings and recommendations in this report, please let me know.

Sincerely,

Debra M. Bloom, P. E.
City Engineer
651-792-7042
deb.bloom@ci.roseville.mn.us

INTRODUCTION

On June 11, 2012, the Roseville City Council adopted Resolution No. 10987 ordering the preparation of a Feasibility Report for the reconstruction of County Road D between Lexington Avenue and Victoria Street. This report details that investigation.

In 1991, following direction from the Minnesota Legislature, Ramsey County completed a study that reviewed the jurisdiction of all roadways within Ramsey County. Upon completion of this study, Ramsey County began a program whereby a number of roadways switched jurisdiction between State, County and local municipalities. In 1996, County Road D changed jurisdiction from Ramsey County to the City of Roseville and the City of Shoreview.

County Road D is a border street. The ownership of this road is split at the centerline between the City of Shoreview and City of Roseville. It is in the best interests of the residents of each city to undertake the reconstruction project in a cooperative fashion.

As with other County turnback roads, County Road D has been added to the City's Municipal State Aid system (MSA) and is eligible for funding through the City's portion of state gas tax revenues. If MSA dollars are to be used, the roadway must be constructed in accordance with MSA roadway standards.

When the roadway was under the jurisdiction of Ramsey County, it consistently ranked low among their priorities since the traffic volume is very small when compared to other County roads. For many years, this roadway only received minor maintenance.

The pavements show signs of distress, such as transverse and longitudinal cracking, alligator cracking, and transverse cracking. There is evidence of previous maintenance, including patching and seal coating. The pavement surface shows signs of severe oxidation, as evidenced by the exposed pavement aggregates. The current Pavement Condition Index for this street segment is 60; this rating is considered marginal and is recommended for reconstruction.

The proposed project involves: complete reconstruction of the street, the construction of non-motorized transportation infrastructure consistent with the City's Comprehensive Plan, and public utility improvements. Recommended public utility improvements for the project include: the repair of selected sanitary manholes, and construction of storm sewer infrastructure to address both water capacity and quality concerns. Due to the excessive watermain break history, City staff is recommending that all watermain pipes, valves, and hydrants within the corridor be removed and replaced.

It is expected that if this improvement is approved, the work will start in the spring of 2013, with completion in fall 2013. The project was initiated by council/staff as part of our Pavement Management Program. As outlined by state law, projects initiated by council/staff require a 4/5 vote by each individual City Council for approval.

PUBLIC INVOLVEMENT

The public involvement process for this proposed project consisted of a series of four neighborhood meetings in 2012. Meeting notices were sent out at least two weeks in advance to all property owners abutting the street to be reconstructed.

The first meeting was held at 6:00 p. m. on August 7, at Shoreview City Hall, where staff presented information regarding the proposed reconstruction project, construction process and assessment policy. Residents provided input regarding neighborhood concerns along the corridor. Among these were: street design/ parking, pedestrian safety, drainage, traffic, street lights, and undergrounding power lines.

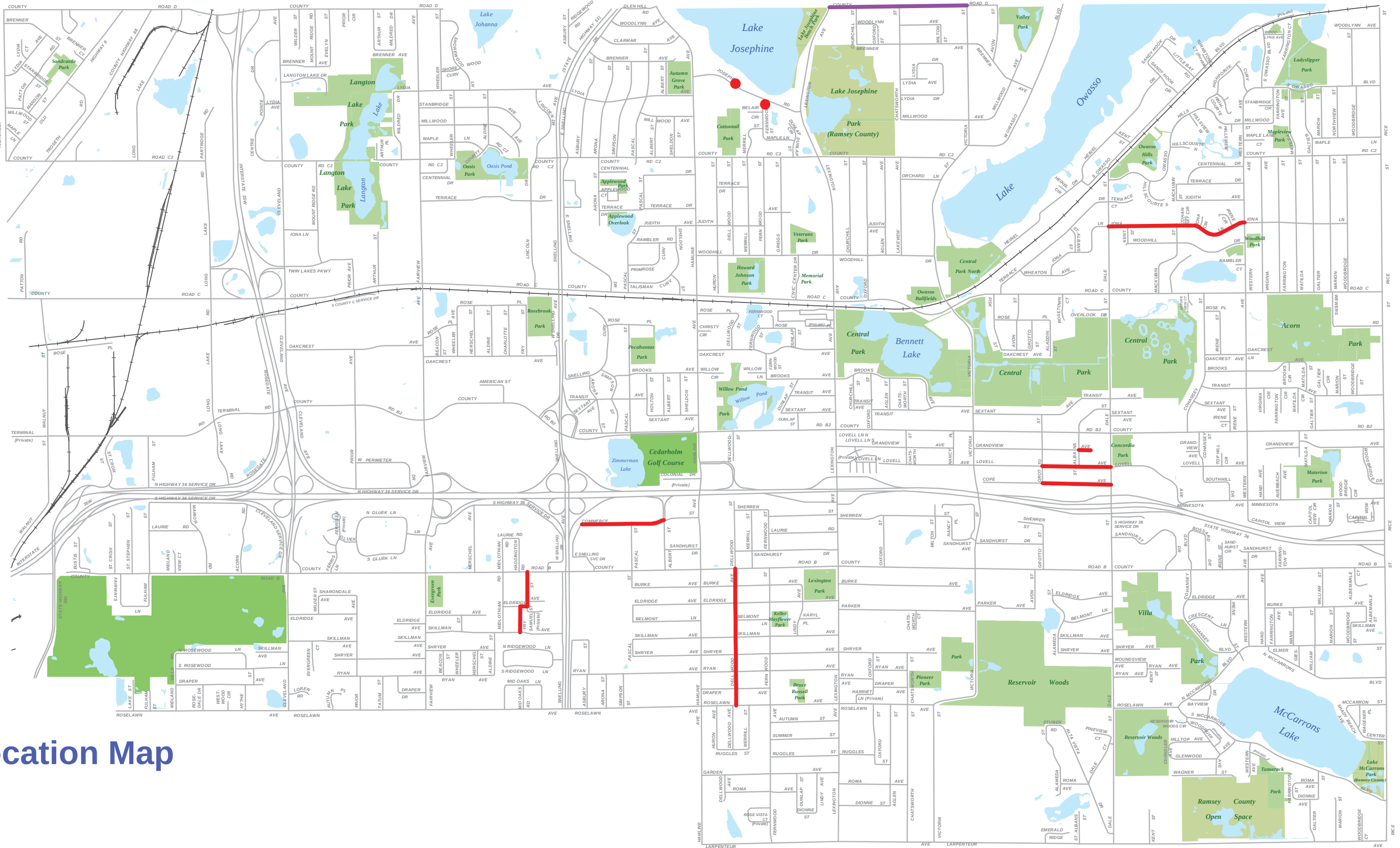
The second meeting was on Thursday, October 4, at 6:00 p. m., at Shoreview City Hall, where staff showed the residents a proposed street design. This design included a 6 foot wide detached concrete sidewalk along the south side of the street, along with a parking lane along the north side of the street for the entire corridor.

On Saturday, October 27, at 10:00 a.m. there was a “walk thru” meeting on site. This meeting started at Lexington Avenue and continued east toward Victoria Street. It was a meeting in motion. The City surveyor marked the location of the new curb and pathway, allowing staff to be able to meet with residents individually to discuss the project and show them how it would change the right of way adjacent to their property.

Our final information meeting was 6:00 p.m. on Thursday, November 29, at the Lutheran Church of the Resurrection. At that meeting, staff presented the preliminary staff recommendations including project cost and proposed assessments for the project. Preliminary plans were also presented.

The Public Works Commission reviewed and commented on the project at their October 23, 2012 Commission meeting.

This report summarizes the design items that were discussed during the public involvement process.



Location Map



Prepared by:
Engineering Department
October 17, 2012

County Road D Reconstruction Project
2013 Mill & Overlay

Data Sources and Contacts:
* Ramsey County GIS Base Map (10/1/12)
* 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 651.782-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes 646.03, 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

mapdoc: 2013Projects.mxd
map: 2013Projects.pdf





County Road D Assessments



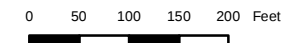
Prepared by:
Engineering Department
November 02, 2012

-  Assessable Parcels
-  Long side= 10% for first 150 feet, then 100% for rest
-  100' Assessable Footage
-  022923220000 PIN Number

Data Sources and Contacts:
* Ramsey County GIS Base Map (10/29/12)
* City of Roseville Engineering Department

For further information regarding the contents of this map contact:
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mapdoc: CountyRoadDAssessments.mxd
map: CountyRoadDAssessments.pdf



CONCLUSIONS & RECOMMENDATIONS

- A. All portions of the project proposed are feasible.
- B. Estimated project cost:

	Project Cost
Street Reconstruction	\$445,816.53
Sidewalk Construction	\$55,030.80
Storm Sewer Construction	\$132,000.00
Sanitary Sewer Reconstruction	\$22,000.00
Watermain Reconstruction	\$209,902.00
Engineering (15%)	\$129,712.40
Total	\$994,461.73

The following is a summary of the recommendations discussed in this report.

- A. Construct the project in 2013 in partnership with the City of Shoreview
- B. Construct a 6 ft wide concrete sidewalk along the south side of County Road D.
- C. Between Lexington Avenue and Hafner Court-
 - Construct a 33 ft wide, bituminous street with B-618 concrete curb and gutter.
 - Prohibit parking on the south side of the road
 - Provide a 3 ft shoulder on the south side of County Road D for bicycles.
 - Provide an 8 ft shoulder on the north side of County Road D for bicycles and parking.
 - Construct a right turn lane at Lexington Avenue
- D. Between Hafner Court and Victoria Street
 - Construct a 40 ft wide, bituminous street with B-618 concrete curb and gutter.
 - Provide a 9 ft shoulder on the south side of County Road D for bicycles and parking.
 - Provide a 9 ft shoulder on the north side of County Road D for bicycles and parking.
 - Construct a right turn lane at Victoria Street.
- E. Install a Radar Speed limit sign.
- F. Install a pedestrian activated crosswalk flasher at Chatsworth Street.
- G. Reconstruct the trunk watermain in the corridor.
- H. Repair deteriorated sanitary sewer manholes in the corridor.
- I. Construct storm sewer improvements to address water quality in the corridor.
- J. Fund the reconstruction project with Municipal State Aid funds, utility funds, assessments and general fund as detailed this report.
- K. Schedule a public hearing for the County Road D project on Monday, January 28, 2013.

EXISTING CONDITIONS

General Comments

County Road D is under the shared jurisdiction of the City of Roseville and the City of Shoreview. Each City will pay for their portion of the project construction within their City boundaries, which includes utility reconstruction, sidewalk, and other items not related to the road reconstruction. The road reconstruction costs will be split 50-50 between the two cities. Shoreview is providing engineering services and Roseville will reimburse them for our share. The costs discussed in this report are the City of Roseville's cost share of this project. Shoreview will be preparing their own feasibility report for their portion of the project costs.

The properties that abut the road are a part of a mature neighborhood with a majority of the houses over 30 years old. Land uses in this corridor are as follows

	Single Family	Neighborhood Business	Apartment	Institutional
Roseville	17	Honest 1 Auto Care	1 (25 units)	Lutheran Church of the Resurrection
Shoreview	11	3050 Lexington Avenue- Multi Use		Emmet D. Williams Elementary School

The pavement shows signs of distress, such as transverse and longitudinal cracking, and alligator cracking. There is evidence of previous maintenance, including patching and seal coating. The pavement surface shows signs of severe oxidation, as evidenced by the exposed pavement aggregates. The current Pavement Condition Index rating is marginal and is recommended for reconstruction.

The existing street section varies. There is approximately 6 inches of sandy gravel overlain with 9 to 18 inches of bituminous pavement.

Special Considerations

A. Street Design

The majority of County Road D is a 32 foot wide road with bituminous curbing. The road is divided into two 12 foot wide traffic lanes along with 4 foot shoulders on both sides of the street. The street is 38 feet wide between Hafner Court and Victoria Street. The street also widens out at Lexington Avenue.

1. Pathway

The majority of County Road D does not have a sidewalk along the south side of the road. There is a sidewalk along the south side of the road west of Victoria Street that abruptly ends at the end of the church property. There is a sidewalk along the north

side in Shoreview. There are north- south crosswalks just to the east of Chatsworth Street and another one at the east driveway of Emmet D. Williams Elementary School.

Lexington Avenue is a regional recreation corridor; the pathway along Lexington Avenue extends the entire width of the City, starting at Larpenteur Avenue and continuing north through Shoreview.

The City's Pathway Master Plan includes a recommendation to construct a pathway along Victoria Street. This segment is included as a priority corridor, recommending that an off road pathway and bike lanes be constructed.

2. *Parking*

Parking is currently allowed on both sides of County Road D and on the side streets.

3. *Road Alignment*

The entire length of County Road D runs straight east- west between Lexington Avenue and Victoria Street. The existing street right-of-way is 66 feet wide, with the road constructed roughly in the center of the right-of-way.

The street segment has five street intersections. The intersection at Victoria Street is an all- way stop. The Lexington Avenue intersection is signalized.

The Chatsworth Street/ Richmond Avenue intersection is a four way intersection, with stop conditions on the minor streets entering onto County Road D. The remaining intersections, County Road D at Churchill Street and at Hafner Court are three way intersections, with a stop condition for the minor streets entering onto County Road D.

All of the intersecting streets have a relatively low traffic volume when compared to County Road D; they range between 200-400 ADT. None of these intersections have a significant accident history.

4. *Traffic Management*

County Road D serves as a collector road. Traffic from the neighborhoods to the north, south, and east use it to get to the County Road system. The traffic volume, while high for typical residential streets, is low for a collector road.

Traffic counts were collected in 2009; the traffic volume between Lexington Avenue and Chatsworth Street is 2,400 vehicles per day with an 85th percentile speed of 40 mph. The segment between Chatsworth Street and Victoria Street carries 1,400 vehicles per day; its 85th percentile speed is 43 mph. The 85th percentile speed is the speed at which 85% of the traffic is travelling. Both segments are signed 35 mph.

There is a school speed zone of 20 MPH in front of Emmet D. Williams Elementary School.

B. *Storm Water*

County Road D has an existing storm sewer system. The street runoff is collected into pipes at the intersections of Chatsworth Street and Churchill Street and conveyed underground to the south. This runoff discharges into Little Lake Josephine which drains into Lake Josephine. This project is in Rice Creek Watershed District, and the City is required to obtain a permit for this project. Minor low areas have been identified during the planning process.

C. Private Utilities

This is a mature neighborhood that has the majority of the utilities located on overhead power poles. A summary of the existing private utilities:

- Xcel Gas: The gas main along County Road D is in the north boulevard of the street. The properties on the south side of the street are served by long side services.
- Xcel Power: The County Road D corridor is served by overhead power
- Comcast: Has both underground and overhead lines in this corridor.
- Qwest: Has both underground and overhead lines in this corridor.

D. Other Considerations

The following properties, structures or landscape features are unique to this project and deserve special consideration:

1. *Emmet D. Williams Elementary School*

It is important that the project recognize the needs of the school during the construction project. School gets out June 10, 2013 and resumes on September 3, 2013. There is summer school planned for the month of July.

2. *City of Roseville Watermain*

The City watermain along this corridor has had 9 breaks since 1991, with 5 of those breaks occurring in the last 3 years.

3. *City of Roseville Sanitary Sewer*

The City sanitary sewer along this corridor has been televised.

E. Driveways

As a part of plan preparation, staff reviewed the size, location and material of all existing driveways in an effort to bring them into conformance with City Code at the time of reconstruction. All of the driveways on this project meet Roseville City Code.

There are a number of driveways along the south side of the road that have grades greater than 5%. Additional review of the grades will be needed to match in to the new road.

F. Permits

Permits will be required from the following agencies for the proposed project:

Agency	Required Permit
Minnesota Pollution Control Agency (MPCA)	NPDES Erosion & Storm water
Rice Creek Watershed District (RCWD)	Storm water
Ramsey County	Right-of-way Permit

PROPOSED CONSTRUCTION

General Comments

City staff has worked closely with the neighborhood to develop preliminary plans that meet the needs of both the neighborhood and the City at large. This is a Municipal State Aid (MSA) roadway and state aid funds will be used to pay for a portion of the costs; the roadway must be constructed to meet minimum MSA standards. The preliminary design, as presented in this report, meets all applicable standards.

The proposed street width and parking is discussed in the following sections of the report. The roadway will be constructed with a 10-ton structural design, bituminous pavement, and concrete curb and gutter. The new pavement section for the road will have approximately 12 inches of sand, 9 inches of aggregate base material with 4 inches of new bituminous pavement. This recommended improvement will meet the City's and State Aid's minimum standard for a 10-ton design roadway.

The concrete curb and gutter will be B618 straight-back design and will be constructed on both sides of the roadway. The B618 curb style provides an edge guide for snowplow equipment, minimizing sod damage while performing winter maintenance. The new curb and gutter will be matched into existing curb and gutter on intersecting streets.

Existing street grades will be altered where appropriate to improve drainage. Such changes in street grade will be designed to keep driveway approaches at a reasonable grade. In many cases, grade changes on the roadway will result in more reasonable driveway grades and better drainage.

The existing manholes and other structures will be adjusted as necessary as part of this project. The sanitary sewer mains have been televised and staff has included the repair of manholes in the construction project. It has been determined that much of the disrepair in the mainline can be repaired using trenchless technology. In addition, property owners with roots in their sanitary sewer services will be given an opportunity to replace their services at their expense. The watermain will be completely replaced, new hydrants and gate valves will be installed as a part of the reconstruction. The cost of any watermain or sanitary sewer main replacement will be financed by the appropriate utility fund.

If unsuitable material is encountered beneath the existing pavement during construction, it will be removed and replaced with suitable backfill material. Any sod that is damaged as a result of the project will be replaced. In order to match the new street, driveway approaches will be removed approximately between the existing pavement and the property line. The removed driveway will be replaced with similar material- bituminous or concrete.

During construction, staff will work with those property owners who wish to make driveway improvements outside of the areas necessary for the road project. The cost of any private driveway improvements is the property owner's responsibility.

Efforts will be made to protect and retain the trees that currently exist in the right-of-way. When necessary, however, trees will be removed to allow for the proposed improvements. One tree and one shrub are proposed to be removed to construct the sidewalk.

Staff will work with other public and quasi-public utilities to coordinate other utility improvements with the street reconstruction project. Minor changes to the existing electric, telephone, and cable TV may be necessary for this project.

Special Considerations

All items in this section of the report have been presented and discussed with the residents during the public involvement process.

A. Street Design

As a part of any street design project, staff takes a comprehensive look at the road to be reconstructed and identifies ways that the corridor can be improved for all users. When considering the new street cross section it is important to take into account the existing street alignment, right-of-way, traffic volume, surrounding land use, and parking needs. The existing conditions for all of the following items were discussed in the previous section. What follows is a discussion of the proposed street design

1. *Pathway*

Staff is recommending that the project include the construction of a sidewalk along the south side of the County Road D. This is consistent with existing City policies included in the Pathway Master Plan and Comprehensive Plan.

The sidewalk will address the following items discussed in the Pathway Master Plan and referenced in the Comprehensive Plan:

(Page numbers correspond to the Pathway Master Plan)

Safety (pg 15)

- The sidewalk will improve safety for children, senior citizens, people with disabilities, pedestrians, bicyclists, students within school walking areas, and all light traffic.
- Having sidewalks on both sides of County Road D will provide a safe alternative for the school busing program.

Connectivity (pg 15)

- Currently there is a dead end sidewalk on the south side of County Road D at the east end of the project. This sidewalk is adjacent to the Lutheran Church of the Resurrection. The proposed sidewalk construction will connect this dead-end sidewalk to Lexington Avenue. The Pathway Master plan also includes Victoria Street as a pathway priority segment providing a future loop for the area.

2. Provide pathway facilities along all roads (pg 17)

The design standards recommend that a road with 35 MPH and over 1,000 ADT have a 5 foot wide striped shoulder for bicycle use or an 8 foot wide trail. The plan also recommends that we consider sidewalks in primarily residential areas to minimize impacts to property owners. Taking into consideration that there is a sidewalk on the north side of the street, having an 8 ft wide trail along the south side would not be recommended. Adding 5 foot wide bicycle shoulders in each direction would widen the road by 10 feet. As a result, we are recommending a 6 ft wide sidewalk with a 5 foot wide grass boulevard.

7. Provide a safe network of pathway linkages for pedestrians and cyclists to and between educational facilities, churches, business centers, transit stops, parks and open space &

9. Provide pathway linkages for light traffic to the regional pathway system. (pg 19)

Currently, there is not a facility on the south side of the road to get to the destinations in this area of the City. The destinations are; Emmet D. Williams Elementary School, the Lutheran Church of the Resurrection, Lexington Avenue regional trail, Valley Park and Josephine Park. Roseville pedestrians and cyclists need to cross the street to use the Shoreview sidewalk. County Road D is a busy street with between 1,400 and 2,400 ADT, with the majority of the traffic travelling at 40 MPH or greater. Crossing the street and walking along the shoulder of the road can be dangerous.

17. Pathways shall be part of roadway design and construction. (pg 21)

The City recognizes that residents adjacent to the pathways may not be the only beneficiaries of a pathway and that pathway are a part of the transportation system.

The City will not be back to reconstruct County Road D for 30 to 50 years. Constructing a sidewalk in conjunction with the street reconstruction project makes sense because it is the most economical. If adjustments need to be made to the road for drainage or driveways for grade, it can be done in conjunction with the road project.

a. *Petition*

The City received a petition on October 27, 2012 signed by 11 of the 20 property owners along the Roseville side of County Road D. The Petition to not add a sidewalk to County Road D W requests that the city not install the sidewalk on the south side of the street. This petition is attached to the end of this report. The property owner's concerns regarding the proposed sidewalk were shared with staff at the information meetings; a summary of the concerns:

- A sidewalk already exists on the north side of the road in Shoreview.
- Backing out of driveways will become more difficult because they will need to watch for sidewalk users in addition to the cars on County Road D.
- People walking in front of their house will generate noise and trash.
- Dog walkers will not clean up after their pets.

- No one will use it.
- Snow removal for the sidewalk will create a hump at the sidewalk. This is in addition to the hump created when the street is plowed.
- It will depreciate the value of their property.
- The sidewalk will encroach into the yard.

b. Recommendation

Staff recommends that a 6 foot wide sidewalk with a 5 foot wide grass boulevard sidewalk be constructed on the south side of the road.

One tree and one shrub are proposed to be removed to construct this sidewalk. The City will coordinate replacements with property owners.

There is adequate right of way to construct the sidewalk without needing to obtain additional easement.

Constructing a sidewalk along the south side of County Road D is consistent with the goals and policies of the City's Comprehensive Plan and Pathway Master Plan.

The City has over 50 miles of off street pathways in the street right of way adjacent to residential properties. Sidewalks consistently make a roadway corridor safer for pedestrian and bicyclists. Feedback received from many Roseville residents indicate that a good pathway system is seen as a benefit to their homes and to the entire City.

2. Parking

The residents expressed an interest to maintain on street parking, but do not feel that parking on both sides of the street for the entire length of County Road D is necessary.

County Road D is proposed to be reconstructed to 33 feet wide from Lexington Avenue to Hafner Court. MSA standards do not allow parking on both sides of 2 lane roads narrower than 38 feet. Parking will be permitted on the north side and "no parking" signs will be posted on the south side of the street. To accommodate this, there will be a wide (8 foot) shared parking/ bike lane on the north side of the street.

The street will be widened to 40 feet between Hafner Court and Victoria Street, as a result parking will be allowed on both sides in this segment.

The proposed parking restrictions have been discussed with residents during project development.

3. Road Alignment

Currently the road is aligned straight east-west. No additional right- of- way will be needed for this project as proposed.

a. Lexington Avenue to Hafner Court,

Staff is proposing to construct a 33 foot wide street. The 33 foot wide street segment will include the following:

- A right turn lane at Lexington Avenue.

- An 8 foot shoulder on the north side for bicycles and parking.
- Two 11 foot lanes
- A 4 foot shoulder on the south side

b. Hafner Court to Victoria Street,

Staff is proposing to construct a 40 foot wide street. The 40 foot wide street segment will include the following:

- A right turn lane at Victoria Street.
- A 9 foot shoulder on the north side for bicycles and parking.
- Two 11 foot lanes
- A 9 foot shoulder on the south side for bicycles and parking.

4. Traffic Management

County Road D serves as a collector road. Traffic from the neighborhoods to the north, south, and east use it to get to County Road system. The traffic volume, while high for typical residential streets, is low for a collector road.

Traffic speed is a source of concern for the residents that live on County Road D. The road is signed 35 mph. As indicated by the traffic counts, the 85th percentile speed between Lexington Avenue and Chatsworth Street is 40 mph. The segment between Chatsworth Street and Victoria Street has an 85th percentile speed of 43 mph. The 85th percentile speed is the speed at which 85% of the traffic is travelling. Both segments are signed 35 mph.

There is a school speed zone of 20 MPH in front of Emmet D. Williams Elementary School.

In light of these concerns, and the fact that there is a school speed zone located on the road, we are proposing to install permanent radar speed limit signs on the road as a part of this project. Radar speed limit signs (also called “driver feedback signs”) prompt speeding drivers to slow down. The signs detect and display a speeding driver’s velocity. This active feedback makes drivers aware of their speed. It also makes them feel like they’re being monitored. The result: speeders slow down.

Also, we are proposing to install a pedestrian activated flasher at the Chatsworth Street crosswalk. This will assist getting students safely across the street to get to Emmet D. Williams Elementary School.

B. Storm Water

Concrete curb and gutter will be installed as a part of the street reconstruction project; existing catch basins will be adjusted to work with the new street alignment. Additional catch basins will be installed where needed. The boulevards and yards will be graded to drain to the street, where possible. Where this is not possible, catch basins will be extended into yards.

This road is located within the Rice Creek Watershed (RCWD). RCWD requires that this project provide volume control for the storm water runoff. This can be accomplished through the construction of infiltration trenches and rain gardens within the County Road D right- of- way. These basins may require reconstruction every 10-20 years.

In an effort to provide a level of pretreatment for the storm water prior to discharging into the infiltration areas, catch basins will be constructed with extra depth. These “sumps” will capture some of the sand and leaves that are inherent to storm water runoff. By removing this material at the catch basin, it will not make it to the City’s storm ponds, and improve water quality. These sumps will require annual cleaning, and will be added to our annual maintenance.

1. Erosion Control

As part of the project plans and specifications, staff is required to prepare a storm water pollution prevention plan (SWPPP) for the purposes of enforcing erosion and sediment control rules. The SWPPP will include erosion and sediment control methods that will be implemented throughout the project. Silt fence, bio-rolls, erosion control blanket, and other best management practices will be utilized where direct runoff might occur. Inlet protection will be used to protect both the existing and new catch basins during construction. Street sweeping will occur, as needed, on all paved street surfaces throughout the project, including intersecting streets. Exposed soils and aggregate material will be watered as needed as a dust-control measure. An erosion and sediment control plan sheet and storm water pollution prevention plan will be created during the design phase of this project. Immediate turf establishment in areas of soil disturbance will be required such as placing seed and erosion control blanket. After street and utility work is completed, sod will be placed as the permanent turf establishment in all disturbed areas. The City, in coordination with the watershed district, will closely monitor all erosion and sediment control measures throughout the construction process. The selected contractor will be required to install all preventative measures and maintain them as required by the City, RCWD, MPCA, and other regulatory agencies.

C. Private Utilities

Private utility companies have been notified that this project is being considered for construction in 2013. It is their responsibility to relocate facilities within the right-of-way that interfere with the City’s proposed project.

D. Other Considerations

The following properties, structures or landscape features are unique to this project and deserve special consideration:

1. Emmet D. Williams Elementary School

School gets out June 10, 2013 and resumes on September 3, 2013. Staff has met with the school district to discuss construction schedule. We will work with them to minimize impacts to the scheduled events and busing.

2. Watermain

Due to the excessive watermain break history, City staff is recommending that all watermain pipes, valves, and hydrants within the corridor be removed and replaced.

3. Sanitary sewer

The existing manholes and other similar structures will be adjusted as necessary as part of this project. The sanitary sewer mains have been televised and staff has included the repair of manholes during construction. It has been determined that much of the disrepair in the mainline can be repaired using trenchless technology. In addition, property owners with

roots in their sanitary sewer services will be given an opportunity to replace their services at their expense.

E. Driveways

As a part of our plan preparation, staff reviewed the size, location and material of all existing driveways in an effort to bring them into conformance with City Code at the time of reconstruction. On this project all of the driveways meet Roseville City Code.

There are a number of driveways along the south side of the road that have grades that are steeper than 5%. Additional review of the grades will be needed to match in to the new road. Detailed cross sections will be developed at each driveway to determine the limits of reconstruction to minimize impacts to the slope of the driveway.

F. Permits

Permits will be required from the following agencies for the proposed project:

Agency	Required Permit
Minnesota Pollution Control Agency (MPCA)	NPDES Erosion & Storm water
Rice Creek Watershed District (RCWD)	Storm water
Ramsey County	Right-of-way Permit

During final design for the project, City staff will coordinate with each of the agencies to ensure all requirements are met.

PROPOSED FUNDING

A. Special Assessments

State Statute 429 has two major points to consider when justifying assessments, first, the assessment has to treat similar properties equally, and second, the amount of the assessment has to be equal to or less than the resulting increase in property value. Assuming this project is completed by fall 2013, the final assessment amount would be determined following an assessment hearing in the fall of 2014 and a thorough review of the proposed assessments by the Council. The following City of Roseville assessment policies are being followed:

- To meet MSA standards, this road will be constructed to a 10-ton design.
 - For the purposes of assessment calculation, the estimated quantities are reduced to reflect the cost to build a 7-ton road. (7 ton road design is 6 inches of aggregate base material with 3 inches of new bituminous pavement).
 - Since the proposed road is 33 feet wide, the costs for the additional 1 foot of pavement are subtracted as well.
- Property zoned LDR1 and LDR2 shall be assessed up to 25% of the cost of a 7-ton, 32-foot wide pavement with concrete curb and gutter and required drainage.
- All other property zoning shall be assessed up to 50% of a 7-ton, 32-foot wide pavement with concrete curb and gutter and required drainage.
- Costs associated with sidewalk construction are not assessed to property owners. These costs are funded using MSA funds.
- Sanitary and Watermain replacement/repair will be funded by the appropriate utility fund and not become part of the assessable portion of the project.

Assessment Summary

Estimated total street construction cost with required drainage	\$577,816.53
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Estimated 7-ton, 32 ft wide, street construction cost- with required drainage	\$540,794.40
---	---------------------

Total Assessable Frontage	2,214.13
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Assessment Rate	
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100% of cost/foot	\$244.25
50% of cost/ foot	\$122.13
25% of cost/ foot	\$61.06

- Appraisals will be completed prior to the Public Hearing to determine the influence of the improvement project on the value of the properties proposing to be assessed.
- If appraisals indicate that the “up to” assessment rate is greater than the benefit received from the proposed project, Staff will recommend that the assessment rate be lowered to equal the benefit.

B. Private Improvement Costs

In addition to the public work proposed, this project may include the construction of a number of private improvements. The cost of these private facilities is the responsibility of the benefiting property owner. The engineer's estimate does not include estimates for private work

- The benefiting property owner shall pay for private sanitary sewer repair. This cost may be added to the property's assessment.
- The benefiting property owner shall pay for private driveway work. This cost must be paid in full prior to such work and may not be added to the property's assessment.

C. Proposed Funding Summary

	Estimated cost	MSA	Assessments	Utility Funds	General Fund
Street/ Storm sewer Construction*	\$707,528.92	\$434,130.39	\$176,114.23	\$0	\$97,284.30
Sidewalk/ Trail Construction	\$55,030.80	\$55,030.80	\$0	\$0	\$0
Sanitary Sewer Reconstruction	\$22,000.00	\$0	\$0	\$22,000.00	\$0
Watermain Reconstruction	\$209,902.00	\$0	\$0	\$209,902.00	\$0
Total	\$994,461.72	\$489,161.19	\$176,114.23	\$231,902.00	\$97,284.30

*Cost includes 15% engineering

D. Schedule

If the City Council approves the project for construction the following is the recommended schedule for this project.

City Council Receives Feasibility Report and Orders the Public Improvement Hearing	December 10, 2012
Conduct Public Improvement Hearing and Order Preparation of Plans and Specifications	January 28, 2013
City Council Approves Plans and Specifications and Orders Ad for Bids	February 2013
Anticipated Bid Opening	March 2013
City Council Accepts Bids and Awards the Construction Contract	April 2013
Begin Construction	May 2013
Complete Construction	August 2013
City Council Conducts the Assessment Hearing	September 2013

Preliminary Assessment Roll

PID	Address	Frontage (ft)	Assessment	Assessment Rate	Notes
022923210010	912 County Rd D W	95	\$5,800.70	25%	
022923210011	922 County Rd D W	95	\$5,800.70	25%	
022923210012	930 County Rd D W	95	\$5,800.70	25%	
022923210013	940 County Rd D W	95	\$5,800.70	25%	
022923210014	948 County Rd D W	95	\$5,800.70	25%	
022923210015	958 County Rd D W	95	\$5,800.70	25%	
022923210016	966 County Rd D W	95	\$5,800.70	25%	
022923210017	974 County Rd D W	99	\$6,044.94	25%	
022923210100	3115 Victoria St N	340	\$41,524.20	50%	Long side Co Rd D=190+285=475 Victoria=272+95= 367 10% for first 150 ft, then 100% for rest 15+325 = 340 ft
022923220006	988 County Rd D W	100	\$6,106.00	25%	
022923220007	998 County Rd D W	117.4	\$7,168.44	25%	
022923220008	1010 County Rd D W	90	\$5,495.40	25%	
022923220009	1014 County Rd D W	90	\$5,495.40	25%	
022923220010	1022 County Rd D W	90	\$5,495.40	25%	
022923220011	1030 County Rd D W	90	\$5,495.40	25%	
022923220012	1038 County Rd D W	90	\$5,495.40	25%	
022923220013	3114 Churchill St	100	\$6,106.00	25%	
022923220037	3111 Churchill St	12.66	\$773.02	25%	long side 10% of 126.60
022923220038	1080 County Rd D W	171.46	\$20,940.41	50%	
022923220039	3114 Lexington Ave	158.61	\$19,371.04	50%	short side Co Rd D = 158.61, Lexington = 159.34
Total			\$176,115.95		

PETITION TO NOT ADD A SIDEWALK TO COUNTY ROAD D WEST

This is a petition to communicate to the City Council members of Roseville Minnesota that you, a resident or property owner on County Road D West (between Lexington Ave. and Victoria St.) **do not want** a sidewalk added to the south side of the road. The residents desire to keep the width of the road and curb position as close to possible as it is presently.

**By signing the petition you are voicing your right to say
NO to the addition of the sidewalk.**

Information about the proposed sidewalk:

The proposed sidewalk will be 6 feet in width. A grass boulevard 5 feet wide will be between the street and the sidewalk. At a minimum, the edge of the sidewalk will be 11 feet from the curb that is located presently.

City of Roseville contact
Deb Bloom
City Engineer - Roseville
651-792-7042

Signature / Date

727. 120-
 120-
 Mary R. Armitage 9/2/12
 Margaret Kehr 9/1/12
 Boba Armitage 09-01-12
 VANCE KESTER 9-1-12
 Bradley Verwey 09-01-12
 1/1/12
 Russell & Pat Johnson
 Jeanne Hamm Susan Nudelman 9-1-12
 Elizabeth Johnson 9-1-12
 Jan Shaw Joan Shaw

REQUEST FOR COUNCIL ACTION

Date: 12/10/2012

Item No.: 7.h

Department Approval



City Manager Approval



Item Description: Resolution of Support for Metro Transit's Snelling Avenue Bus Rapid Transit Project Funding Request

BACKGROUND

In April of this year Metro Transit presented to the City Council their recently completed a study of arterial corridors to understand the effectiveness of bus rapid transit to improve service and ridership. This study identified several corridors across the metro area where bus rapid transit could provide near light rail transit level of service to transit users. Snelling Avenue has emerged as the focus of a "first corridor" to implement for bus rapid transit. Metro Transit has begun planning for the Snelling Avenue corridor project and is beginning the process of identifying and securing funding for the project. There is currently a solicitation open for transit facilities funding through MnDOT at this time. They are seeking support from their local partners for their grant application. They have asked staff to seek a resolution of support for the project from the City Council. This project will have a number of opportunities for local review and input as it develops and staff will monitor progress to keep the City Council informed. The project is preliminarily targeted for construction in 2014-2015. It will connect the Rosedale Transit Center to the LRT Greenline and continue south and into Minneapolis. We have attached a resolution for Council consideration (Attachment A).

POLICY OBJECTIVE

The City Council has a current goal of improving transit opportunities for Roseville residents.

FINANCIAL IMPLICATIONS

This project is proposed to be funded by Metro Transit. There are no local funds being requested for this project.

STAFF RECOMMENDATION

Staff recommends the City Council approve a resolution of support for the Snelling Avenue bus rapid transit project and funding application.

REQUESTED COUNCIL ACTION

Motion to approve a resolution of support for The Metro transit Snelling Avenue bus rapid transit project and funding application

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

* * * * *

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION IN SUPPORT OF METRO TRANSIT’S FUNDING REQUEST
FROM MnDOT THROUGH THE CHAPTER 152 STATEWIDE TRANSIT
GRANT SOLICITATION PROGRAM**

Snelling Avenue Arterial BRT Stations

NOW THEREFORE, BE IT RESOLVED that the City of Roseville hereby supports the Project and Metro Transit's funding request from MnDOT for the construction of the project.

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

42

43 WHEAREUPON said resolution was declared duly passed and adopted.

WITNESS MY HAND officially as such Manager this 10th day of December, 2012.

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: 12/10/2012

Item No.: 7.i

Department Approval



City Manager Approval



Item Description: Approve an Agreement between the City of Roseville and Capitol Region Watershed District for the Villa Park Wetland Restoration Project

BACKGROUND

The Villa Park Wetland System (VPWS) is a constructed wetland system located upstream of Lake McCarrons. The VPWS was designed to provide stormwater quality treatment prior to its discharge to Lake McCarrons. The VPWS consists of eight treatment components and receives stormwater runoff from a 753-acre, fully developed urban watershed, which is approximately 70 percent of the total 1,044-acre watershed tributary to Lake McCarrons.

Data has been collected since the 1980s to monitor the water quality treatment effectiveness of the VPWS. In 2009, the Capitol Region Watershed District (CRWD) completed the Villa Park Wetland Management Plan (VPWMP). Water quality data analyses completed for the VPWMP suggest that VPWS components have accumulated sediments and phosphorus and are a net source of phosphorus for Lake McCarrons. The VPWMP concluded that management for removing or immobilizing the sources of phosphorus in the VPWS is a priority for protecting Lake McCarrons.

A water quality model of the VPWS was created for the VPWMP to evaluate various management options and their effects on phosphorus removal. Several management options were evaluated based on cost, estimated phosphorus removal, expected design life, and maintenance costs. The recommended management option is dredging the VPWS to reduce watershed phosphorus loads.

CRWD received a loan in late 2009 from the Minnesota Clean Water Partnership for implementation of the dredging portion of the recommended management option, which is referred to as the Villa Park Wetland Restoration Project.

The recommended method of dredging the VPWS is hydraulic dredging. A hydraulic dredge is about the size of a pontoon boat. A boom is lowered into the sediment to loosen the bottom material, and a suction hose attached to the boom pulls in the loosened sediment/water slurry. The slurry is then pumped into a geotextile tube for dewatering. Geotextile tubes are large fabric tubes approximately 60 feet in circumference and 100 feet or more in length. The openings in the geotextile are fine enough that sediments are unable to pass through. The water, however, is able to slowly seep through the fabric. The sediment within the geotextile tubes is allowed to dry and consolidate for several weeks. Then, the tubes are cut open and the sediment is hauled away.

CRWD and Roseville Public Works and Parks and Recreation staff have met to coordinate the schedule of this project in conjunction with improvements to Villa Park as a part of the Parks and Recreation Renewal Program. As a part of this project, the warming shelter will be removed to provide space for the geotextile tubes. Once the project is complete, Parks and Recreation will be able to move forward with their improvements. This schedule will minimize the amount of time that part or all of the park will be unavailable for programming.

The plans and specifications for this project are complete, and the project is scheduled to be bid in January, 2013. Bid award and pre-construction planning will occur in February and March, 2013. The actual construction on the project is scheduled to occur from April to October, 2013.

Public information meetings were held on December 8, 2011, and November 5, 2012, to present the proposed project and schedule to the surrounding neighborhood.

POLICY OBJECTIVE

Some of the goals of the City's Comprehensive Surface Water Management Plan are to protect the integrity of storm water conveyance channels, reduce nutrient loading and improve water quality to lakes and wetlands. City policy is to cooperate with other agencies for mutual benefit whenever possible. The attached JPA details the terms and responsibilities of this cooperative project. This agreement has been reviewed by the City Attorney.

FINANCIAL IMPACTS

CRWD has a contract for project engineering with HDR, Inc. The Engineer's Estimate for the project is \$1,694,075.03. This cost is proposed to be shared by CRWD and the City of Roseville. The requested City cost share for this project is \$400,000. The City received a \$100,000 grant for this project from the Minnesota Pollution Control Agency. The remaining City contribution is funded in the Storm Sewer Infrastructure Fund.

The VPWS is a City of Roseville facility located within a City park. The City cost share for this project is based on the cost of the routine maintenance required to restore the basin to the original design. The City of Roseville will continue to be responsible for the maintenance of the VPWS and the pipes and manholes that convey water into and out of the basin.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Joint Powers Agreement for the Villa Park Wetland Restoration Project.

REQUESTED COUNCIL ACTION

Approve Joint Powers Agreement for the Villa Park Wetland Restoration Project.

Prepared by: Kristine Giga
Attachments: A: Agreement
B: Project Location Map

JOINT POWERS AGREEMENT

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

Recitals

WHEREAS, the CRWD and the City have been planning to conduct restoration and maintenance improvements to the Villa Park Wetland System by completing the Villa Park Wetland Restoration Project (the Project); and

WHEREAS, the Project contemplates and includes wetland restoration, sediment dewatering, sediment disposal and site restoration; and

WHEREAS, the Project has been identified in the “Villa Park Wetland System Management Plan” report dated May 21, 2009, and prepared by Wenck Associates, Inc.; and

WHEREAS, these restoration and maintenance improvements are proposed at the Villa Park Wetland System adjacent to the Cohansey Boulevard and Crescent Lane intersection in the city of Roseville, See Exhibit “A”; and

WHEREAS, the City and the CRWD have agreed to participate in financing the total cost of the Project, and such participation for the City as is defined herein.

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

1. Purpose. The purpose of this Agreement is to define the funding shares, direction, management and control, contracting, supervision, and liability of the parties in connection with the Project.

2. Funding. Pursuant to estimates prepared by HDR, Inc. dated November 16, 2012 (See Exhibit “B”) the preliminary estimate of the cost of the Project is \$1,694,075.03. The CRWD shall be responsible for payment of the sum of \$1,294,075.03. The City shall pay \$400,000, subject to the provisions of paragraph 3.

3. Cost Overrun. Regardless of actual cost, the City’s maximum contribution shall be \$400,000.00. The CRWD shall be responsible for additional costs not paid by the City.

4. Project Management. The CRWD shall manage and direct the Project on its own behalf and on behalf of the City. The CRWD shall cause to be prepared all construction plans and specifications; shall prepare bid specifications and let the Project for public bidding; shall award the construction and

related contracts; shall enter into construction and other contracts on its behalf; and shall direct and manage completion of the Project. The CRWD reserves the right to reject all bids.

5. Extra Work. All extra work orders or substantial changes to the Project made during construction of the Project shall be subject to approval by change order in writing signed by the City and the CRWD prior to such construction.

6. Construction Permits. Each party having jurisdiction for any construction permits or other permits required for construction of the Project agrees to provide those permits, in accordance with applicable law, with no fee or expense made to the Project.

7. Records and Reports/Payment by City. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures. Upon completion of the Project, the CRWD will submit a payment request to the City, payable in full within sixty (60) days of the billing date. Completion of the Project will be as determined by the City and the CRWD at a final project walk-through and when all punchlist items have been satisfactorily addressed by the Contractor.

8. Maintenance and Safety During Construction. Work site maintenance and safety will be the responsibility of CRWD and its contractor during the construction project.

9. Employees. It is further agreed that any and all employees of CRWD and all other persons engaged by CRWD in the performance of any work or services required, volunteered, or provided for herein to be performed by CRWD, shall not be considered employees of City, and that any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of City.

10. Non-Discrimination. The provisions of Minn. Stat. §181.59, and of any applicable local ordinance relating to Civil Rights and Discrimination, shall be considered a part of this Agreement as if fully set forth herein

11. Indemnification. The City and CRWD agree that liability under this Agreement is controlled by Minn. Stat. §471.59, subd. 1a and that the total liability for the participating cities shall not exceed the limits on governmental liability for a single use of government as specified in §466.04, subd. 1. CRWD agrees to defend, indemnify, and hold harmless City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of CRWD or those of CRWD's employees or agents. City agrees to defend, indemnify, and hold harmless CRWD against any and all claims liability, loss, damage, or expense arising under the provisions of this Agreement for which City is responsible and caused by or resulting from negligent acts or omissions of City and or those of City's employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party any amount in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a

limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. Project Property Ownership. Upon completion of the Project, all property utilized in connection with the Project shall be the property of the City, and the CRWD shall have no interest in or claim thereto.

13. Term. This Agreement shall be effective as of the last date of signature of the parties below. This Agreement shall expire and be of no further force or effect upon completion of the Project, except that the provisions of paragraphs 7 and 12 shall survive expiration of the Agreement.

CAPITOL REGION WATERSHED DISTRICT

By: _____
President Date

Recommended for Approval:

By: _____
Administrator Date

Approved as to Form:

By: _____
Date

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

AND: _____
William J. Malinen, City Manager

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledge before me this __ day of _____, 2012,
by Daniel J. Roe and by William J. Malinen, respectively the Mayor and City Manager of the City of
Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority
granted by its City Council.

Notary Public

EXHIBIT A
Project Plans for Villa Park Wetland Restoration Project

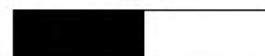
EXHIBIT B
Estimated Costs for Construction of Villa Park Wetland Restoration Project

Villa Park Wetland System



Villa Park Wetland System
Roseville, MN

500 250 0 Feet



REQUEST FOR COUNCIL ACTION

Date: 12/10/2012

Item No.: 7.j

Department Approval

Timothy O'Neill

City Manager Approval

W. J. Mahinen

Item Description: Request Council Approval To Rescind Award Bid For Landscaping Contract For Failure To Furnish Performance Bond And Award Contract To Next Lowest Bidder.

BACKGROUND

On August 13, 2012 the City Council approved awarding contracts for bid package #2 for construction of a new fire station. As part of the contracts which were awarded was a contract for landscaping services for Noble Nursery in the amount of \$85,855.00.

Noble Nursery is unable to provide the necessary performance bond and thus has withdrawn their bid. The Fire Department is requesting council approval to award contract to the next lowest bidder.

FINANCIAL IMPACTS

There is a difference of \$370.00 between the original low bidder (Noble Nursery) and the next lowest bid.

STAFF RECOMMENDATION

Staff recommends Council rescind the landscaping contract to Noble Nursery and award the contract to the next lowest bidder, Gardeneer Inc., in the amount of \$86,225.

REQUESTED COUNCIL ACTION

Motion to rescind the landscaping contract to Noble Nursery and award the contract to the next lowest bidder, Gardeneer Inc., in the amount of \$86,225.

Prepared by: Timothy O'Neill, Fire Chief

REQUEST FOR COUNCIL ACTION

Date: 12/10/12
Item No.: 9.a

Department Approval



City Manager Approval



Item Description: Adopt an Ordinance Amending City Code Chapter 314.053: Charging of City Attorney Fees

BACKGROUND

As part of the pending contract with the City Attorney, it is proposed that the City Attorney would have the ability to charge the cost of its services to applicants of certain land use requests. In order for that to occur, the existing fee schedule needs to be amended to allow for the City Attorney fees to be passed on to the applicant.

The draft ordinance (Attachement A) identifies the changes needed to allow for the City to charge for the City Attorney spent on land use items.

POLICY OBJECTIVE

Adoption of the proposed amendment to the fee schedule will allow for certain costs to be allocated from the City to the applicant.

BUDGET IMPLICATIONS

None. For certain land use matters, the costs for legal services related to the land use matter will be charged to the applicant.

STAFF RECOMMENDATION

Approval of proposed ordinance

REQUESTED COUNCIL ACTION

Motion to **ADOPT** the attached ordinance amending the Fee Schedule contained in Chapter 314.053.

Prepared by: Patrick Trudgeon, Community Development Director

Attachments: A: Proposed Ordinance

ORDINANCE # _____

**AN ORDINANCE AMENDING TITLE 3 BY AMENDING CHAPTER 314.053
OF ROSEVILLE CITY CODE REGARDING THE FEE SCHEDULE****THE CITY COUNCIL OF THE CITY OF ROSEVILLE ORDAINS:**

SECTION 1. The Roseville City Code, Title 3, Section 314.053 (Building Permit and Plan Review Fees) is hereby amended as follows:

Item/Permit	2012 Amount	2013 Amount
City Consultant and/or City Attorney Review/Research - Comm./Industrial/Multi-family land use, subdivision , economic development, utility, building permit review, traffic, or development or redevelopment projects or proposals payable as escrow or at building permit	100% of direct cost billed to applicant	100% of direct cost billed to applicant
Planned Unit Development – Escrow (Amendment)****	2,000 minimum	\$2,000 minimum
Conditional Use Escrow – Commercial****	1,000 minimum	1,000 minimum
Subdivision – Escrow****	1,500 minimum	2,500 minimum
Minor Subdivision – Escrow****	1500 minimum	500 minimum

**** The amount listed under the PUD, CU, and Subdivision Escrow is the minimum amount required for the application. A higher amount, as determined by the City, may be required for projects that will take a significant amount of time. [City Attorney costs shall be paid as part of this escrow.](#)

SECTION 3. Effective Date. This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 10th day of December, 2012

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CITY OF ROSEVILLE

By: _____
Mayor

ATTEST:

City Manager

Date: December 10, 2012

Item: 10.a

Receive Watermain Lining
Presentation

REQUEST FOR COUNCIL ACTION

Date: 12/10/12

Item No.: 12.a

Department Approval



City Manager Approval



Item Description: Approve Resolution Awarding Bid for Watermain Rehabilitation Project

BACKGROUND

The majority of the city's water main pipes were originally constructed in the 1950's and 1960's, utilizing cast iron pipe. In the 1970's, the pipe materials used in construction changed from cast iron to ductile iron. This older infrastructure is nearing the end of its useful life. The aging pipe is becoming more brittle and prone to water main breaks. There is an average of 30 water main breaks in Roseville every year. As the pipes continue to age, this number will continue to increase. Watermain breaks are a disruption to service and are inconvenient to residents and potentially costly to area businesses.

New technologies in the industry have allowed cities to begin evaluating trenchless methods of water main pipe rehabilitation as a viable alternative to open-cut pipe replacement for some projects. This technology essentially installs a new pipe inside the existing water main without digging up city streets, which results in minimal disruption to residents and the traveling public during construction. The new pipe is a structural improvement that can extend the service life of the water main by 50 years. We expect that this will eventually become an annual project for the foreseeable future as our infrastructure continues to age.

The 2012 and 2013 Capital Improvement Plans include funding for a water main rehabilitation program to extend the life of our water mains. Staff has identified two segments in the system that have a significant history of watermain breaks to include in this rehabilitation project. Transit Avenue, from Western Avenue to Rice Street, has had 10 watermain breaks since 2000, and Rice Street, from south of Transit Avenue to County Road C-2, has had 8 watermain breaks since 2000.

Plans and specifications were prepared in October 2012 for a watermain rehabilitation project including these two segments. Contractors bid two different types of trenchless technologies on this project. One is a cured in place pipe (CIPP) liner, which is similar to the liners used on sanitary sewer lining projects. The other is a spray-on liner produced by 3M. Both methods are National Sanitation Foundation (NSF) 61 approved for potable water systems. The NSF is an independent, not for profit organization that certifies products that come into contact with drinking water. The NSF has led the development of the American National Standards for all materials and products that treat or come in contact with drinking water to help protect public health and the environment and minimize adverse health effects. Both methods also meet American Water Works Association (AWWA) Class IV specifications as fully structural pipe.

Based on past practice, the City Council has awarded contracts to the lowest responsible bidder. For this project, the apparent low bid is Veit & Company, Inc. of Rogers, Minnesota. The following is a summary of bids received for this project:

Bidder, lining method	Base Bid Subtotal Segment 1 + Segment 2	Alternate 1 Temporary Watermain- Segment 1	Alternate 2 Additional Access Pits
Fer-Pal Construction USA LLC (CIPP)	\$1,141,337.00	\$26,450.00	\$21,000.00
Michels Corporation (CIPP)	\$1,136,488.00	\$59,000.00	\$98,266.00
Veit & Company, Inc. (Spray-on)	\$ 621,886.10	\$102,870.00	\$0.00

Segment 1 is the cost to complete lining on Transit Avenue; Segment 2 is the cost to complete lining on Rice Street.

Using the spray-on lining technology, it is possible to complete the project without using a temporary watermain system; however, temporary water is needed when the CIPP method is used. City staff reviewed the project areas, and felt that it is possible to complete the segment on Transit Avenue without temporary watermain. Temporary watermain on Segment 1 was included as Alternate 1 so that staff could evaluate several options with the bids. If temporary water is not used, boil notices would be required to property owners affected by the project until disinfection tests pass, which is typically 48 hours. The City would provide bottled water to affected properties for consumption during this period. The cost of the temporary water system submitted by Veit would add significant costs to the project. Staff recommends pursuing the project without a temporary water system; however, if it is determined that temporary water system is needed, staff will seek quotes from other contractors.

During the bidding process, some of the bidders indicated they would need to dig more access pits than staff had identified on the plans. In order to best understand the additional costs, staff issued an addendum adding Alternate 2, allowing contractors to indicate the number of additional pits they would need and the cost of each pit.

Veit & Company, Inc. submitted their bid based on using the spray-on liner produced by 3M. This is a newer technology that has been applied in several other states in the U.S., including Maine, New York, and Pennsylvania, as well as Canada and Europe, but has not yet been applied in Minnesota. Staff has been working with 3M to learn about and understand the process used with the spray-on method. The projects 3M has completed to date have been successful, without issues arising post-construction on the watermain or services. However, since this is a newer technology, 3M has offered to provide the City an additional warranty over and above the standard contract warranty to assure the City of 3M's commitment to their product and process of watermain lining.

POLICY OBJECTIVE

It is city policy to keep utility infrastructure in good operating condition, utilizing current construction technologies that keep service disruption during construction to a minimum.

FINANCIAL IMPACTS

We received three bids for the Watermain Rehabilitation Project. The low bid submitted by Veit & Company, Inc., \$621,866.10 is within the budgeted amount for this project and within the watermain budget for 2012 and 2013. This work is funded by Watermain Infrastructure Funds.

67 **STAFF RECOMMENDATION**

68 Staff recommends approval of a resolution awarding the base bid for the Watermain Rehabilitation
69 Project in the amount of \$621,886.10 to Veit & Company, Inc., of Rogers, Minnesota, contingent
70 upon receiving an additional warranty from 3M that is reviewed and approved by the City Attorney.

71 **REQUESTED COUNCIL ACTION**

72 Approve resolution awarding the base bid for the Watermain Rehabilitation Project in the amount of
73 \$621,886.10 to Veit & Company, Inc., of Rogers, Minnesota, contingent upon receiving an
74 additional warranty from 3M that is reviewed and approved by the City Attorney.

Prepared by: Kristine Giga, Civil Engineer
Attachment A: Resolution

33 next lowest bidder shall be retained until contracts have been signed.

34

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

37

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

40 and the following voted against the same: .

41

42 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 10th day of December, 2012, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 10th day of December, 2012.

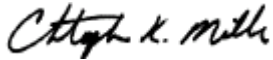
William J. Malinen, City Manager

(SEAL)

REQUEST FOR COUNCIL ACTION

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

Department Approval



City Manager Approval



Item Description: Consider the 2013 Utility Rate Adjustments

BACKGROUND

At the December 3, 2012 City Council meeting, the Council discussed the 2013 utility rate adjustments that had been submitted for consideration by City Staff and the Public Works, Environment, and Transportation Commission. After some discussion, the Council tabled the discussion and directed Staff to bring forth revised utility rates that included a reduced rate for curbside recycling pickup; and a water consumption rate structure that was either consistent with the current structure, or simplified to include only one consumption rate per customer category.

The information contained in Schedule A of the attached Resolution has been modified from the previous Staff Report included in the December 3, 2012 Council packet. It now includes the revised rates based on the directives provided by the Council last week. The section 'Rate Impacts for 2013' beginning on page 6 has also been modified.

It should be noted that in the event the City Council decides to eliminate the tiered, conservation-based water rate structure; that action must be accompanied by requests for approval with various State regulatory agencies that have oversight over municipal water service providers. Given Staff's uncertainty on this process, it may be prudent to simply affirm the status quo of the City's water rate structure for 2013 and look at the broader implications of reverting back to a single consumption rate in 2014.

The remainder of this Staff Report contains the same content as the one included in the December 3, 2012 Council packet.

Over the past several months, City Staff has been reviewing the City's utilities operations to determine whether customer rate adjustments are necessary for 2013. The analysis included a review of the City's water, sanitary sewer, storm drainage, and solid waste recycling operations. It also incorporates the recommendations provided by the Council-appointed Capital Improvement Plan (CIP) Task Force, and the Public Works, Environment, and Transportation Commission (PWET).

Staff's analysis included a review of the following:

- ❖ Fixed costs including personnel, supplies and maintenance, and depreciation.
- ❖ Variable costs including the purchase of water from the City of St. Paul, water treatment costs paid to the Metropolitan Council, and recycling contractor costs.
- ❖ Capital replacement costs.
- ❖ Customer counts and consumption patterns, rate structure, and rates.

A summary of each operating division is included below.

Water Operations

The City's water operation provides City customers with safe potable water, as well as on-demand water pressure sufficient to meet the City's fire protection needs. The following table provides a summary of the 2012 and 2013 (Proposed) Budget:

	2012	2013	\$ Incr. (Decrease)	% Incr. (Decrease)
Personnel	\$ 581,600	\$ 595,845		
Supplies & Materials	74,100	76,325		
Other Services & Charges	582,050	584,270		
Water Purchases	4,600,000	5,000,000		
Depreciation / Capital	1,165,000	1,585,000		
Total	\$ 7,002,750	\$ 7,841,440	\$ 838,690	12.0 %

The single largest operating cost for the water operation is the purchase of wholesale water from the City of St. Paul. For 2013, the budgeted amount has been increased given the rate increase imposed by St. Paul as well as the uncertainty of future wholesale water rates. The City of St. Paul is currently undertaking a Cost of Service study to determine what changes might be needed in their rate structure. The City expects to enter into discussions with the City of St. Paul early next year to review the cost sharing formula outlined in the current contract.

The City also expects to have moderate increases in personnel and supply-related costs, leading to an overall budget increase of 12.0%. The impact on the water rates will also be affected by these and other factors.

As noted previously on several occasions, the City's long-term capital financing program has been significantly underfunded for many years. The Water Fund has been reliant on internal borrowings from the Sanitary Sewer Fund to provide for capital needs during the past several years. The 20-Year CIP calls for an average capital replacement need of \$1.1 million annually. In contrast, current water rates only provide \$700,000 annually.

Based on a recommendation of the CIP Task Force, the City Council agreed in 2011 to adopt a base rate increase of approximately 60% to alleviate the funding gap. The increase was to be phased in over two years beginning in 2012. For 2013, the increase is expected to generate an additional \$400,000 annually. The base rate would need to be indexed for future inflationary impacts.

It is further recommended that the usage rate be increased by approximately 2.5% to offset the increase in water purchase and other operating costs.

Discussion on Water Conservation Rates

In January, 2009 the City instituted a new water conservation-based rate structure designed to encourage water conservation in conjunction with the goals and strategies outlined in the City's Imagine Roseville 2025 initiative, as well as a new State Law that required water service providers to encourage water conservation. This law has since been amended and the City is no longer required to have conservation rates as long as they can demonstrate that aggregate water use has declined due to other measures.

The City created a 2-tiered rate structure that was designed to target **excessive** water usage as opposed to the water used for everyday household needs. It is not unusual to see a 4 or 5 person household use 30,000 gallons or more per quarter for general use such as personal hygiene, washing clothes and dishes, cooking, etc. This is evidenced by evaluating a household's wintertime usage. In recognition of this, the rate structure was designed to encourage conservation without unduly penalizing larger households for 'normal' water use.

The current water rate structure is as follows:

Category	2012 Usage Rate
SF Residential; Up to 30,000 gals./qtr	\$ 2.15
SF Residential; Over 30,000 gals./qtr – winter rate *	2.40
SF Residential; Over 30,000 gals./qtr – summer rate **	2.65
Non-SF Residential – winter rate	2.80
Non-SF Residential – summer rate **	\$ 3.10

In an effort to gain a broad perspective on citywide household use, the following chart depicts the percentage of single-family homes that fall into the current water rate categories based on usage over the last 12 months and the 2-tiered rate structure.

CURRENT Water Rate Tier	% of SF Homes: Winter	% of SF Homes: Summer
0 – 30,000 gallons per quarter	90 %	85 %
Over 30,000 per quarter	10 %	15 %
Total	100 %	100 %

As this table indicates, under the current water rate structure, 10-15% of single-family homes are impacted by the higher rates. The Public Works, Environment, and Transportation Commission recently discussed the City's water rate structure and conservation rates. The Commission is recommending that the City move to a 3-tier system to incorporate the following breakpoints:

Tier	Description
1	0 – 16,000 gallons per quarter
2	16,000 – 24,000 gallons per quarter
3	Over 24,000 gallons per quarter

The threshold of 16,000 gallons between tiers 1 and 2 is based on the current average usage in a single-family home. The Commission further recommends that the rate structure be revenue neutral so that usage rates at tiers 2 and 3 are sufficient to partially offset usage rates at the first tier. City Staff is comfortable in moving to a 3-tiered system, however the aggregate data continues to suggest that single-family homeowners are already successfully employing a variety of water conservation approaches.

The following chart depicts the percentage of single-family homes that fall into each water rate category based on current usage and the proposed 3-tiered rate structure.

PROPOSED Water Rate Tier	% of SF Homes: Winter	% of SF Homes: Summer
0 – 16,000 gallons per quarter	70 %	60 %
16,000 – 24,000 gallons per quarter or more	15 %	20 %
Over 24,000 gallons per quarter	15 %	20 %
Total	100 %	100 %

Under the proposed 3-tiered rate structure, approximately 30-40% of single-family homes will be impacted by the higher tier rates, compared to 10-15% today. Under this scenario, approximately 2,100 homes will pay more for water services than they currently do as a direct result of the change in rate structure.

As noted above, the PWET Commission has advocated that the new 3-tiered rate structure be revenue neutral. Under the current 2-tiered structure the lowest tier is set at an amount that is commensurate with the cost to purchase water from the City of St. Paul. This ensures that in the event ALL homes fell into the lowest tier, the City would not be financially jeopardized. Therefore, any incremental revenue derived from the higher tier is set aside for contingency purposes and to promote long-term stability of the rates.

If on the other hand we move to a revenue neutral rate structure, the premium charged for usage at Tiers 2 and 3 will allow the lowest tier rate to decline. As a result, 60-70% of single-family homes would pay less than they currently do. In effect, homes with lower usage will be subsidized by those with higher usage. This is in sharp contrast to the current philosophy where all homes pay the same pass-through cost of water purchased from St. Paul.

It should be noted that many of these same low usage homes that would benefit from this new approach already receive a subsidy through the senior discount program.

Another consideration on whether to move to a 3-tiered rate structure is whether such an approach actually promotes water conservation. We have observed that water usage has declined in the past couple of years despite most households never reaching the threshold for the higher tier. One could argue that education and awareness has been the leading factor in discouraging homeowners from excessive water use, rather than the financial incentive (penalty) that accompanies higher tiers.

One can assume that each household has a threshold for which a financial incentive would cause them to modify their water use behavior. Arguably however, it would take more than just a few dollars per month which is the case under both the current and proposed water rate tier structure.

A final point for discussion involves the fairness that tiered water rates can have on larger families. For example, let's assume that the per-person water usage for someone that follows moderate water conservation measures is 5,000 gallons per quarter. A 3-person household would use 15,000 gallons per quarter and would not hit the higher tier. However, a 4-person household would use 20,000 gallons per quarter and hit the higher tier simply because there are more people living in the house. On an individual basis the 4-person household is just as conservative in their water use, but they pay a higher rate nonetheless.

Taking this example further, let's assume that the 4-person household is even more conservative and uses only 4,500 gallons per quarter, per person. This amounts to 18,000 gallons per quarter which once again triggers the higher tier rate. In this example, the 4-person household pays a higher rate despite having superior conservation behaviors compared to the smaller household.

Sanitary Sewer Operations

The City maintains a sanitary sewer collection system to ensure the general public's health and general welfare. The following table provides a summary of the 2012 and 2013 (Proposed) Budget:

	2012	2013	\$ Incr. (Decrease)	% Incr. (Decrease)
Personnel	\$ 358,448	\$ 367,235		
Supplies & Materials	45,050	46,395		
Other Services & Charges	419,200	420,545		
Wastewater Treatment	2,850,000	3,000,000		
Depreciation / Capital	1,165,000	1,280,000		
Total	\$ 4,837,698	\$ 5,114,175	\$ 276,477	5.7 %

The single largest operating cost to the sanitary sewer operation is the wastewater treatment costs paid to the Metropolitan Council Environmental Services Division (MCES). Based on projected flows and increased costs from the MCES, the budget for this category has been increased by 5%. The City also expects to have moderate increases in personnel and supply-related costs bringing the total increase to 5.7%. The impact on the sewer rates will also be affected by these and other factors.

The 20-Year CIP calls for an average capital replacement need of \$1 million annually. In contrast, current sewer rates only provide \$670,000 annually. Based on a recommendation of the CIP Task Force, the City Council agreed in 2011 to adopt a base rate increase of approximately 60% to alleviate the funding gap. The increase was to be phased in over two years beginning in 2012. For 2013, the increase is expected to generate an additional \$330,000 annually. The base rate would still need to be indexed for future inflationary impacts.

It is further recommended that the usage rate be increased by approximately 3.5% to offset the increase in wastewater treatment and other operating costs.

Storm Drainage Operations

The City provides for the management of storm water drainage to prevent flooding and pollution control, as well as street sweeping and the leaf pickup program. The following table provides a summary of the 2012 and 2013 (Proposed) Budget:

	2012	2013	\$ Incr. (Decrease)	% Incr. (Decrease)
Personnel	\$ 316,837	\$ 324,615		
Supplies & Materials	55,301	57,300		
Other Services & Charges	277,800	281,000		
Depreciation / Capital	1,260,000	1,369,000		
Total	\$ 1,909,938	\$ 2,301,915	\$ 121,977	6.4 %

180 The City expects to have moderate increases in personnel, supply and capital-related costs, which will
181 require an increase in the storm water rates.

182

183 Previously, the 20-Year CIP called for an average capital replacement need of \$972,000 annually. The
184 2011 storm water rates only provided \$310,000 annually.

185

186 To alleviate this shortfall, the CIP Task Force recommended a one-time base rate increase of approximately
187 65% in 2012. This was expected to generate an additional \$660,000 annually and allow the Storm Water
188 Fund to provide for capital improvements over the next 20 years as well as increased operating costs. It
189 was noted at the time that the base rate would still need to be indexed for future inflationary impacts,
190 although no adjustment is needed for 2013.

191

192 **Recycling Operations**

193 The recycling operation provides for the contracted curbside recycling pickup throughout the City and
194 related administrative costs. The primary operating cost is the amounts paid to a contractor to pickup
195 recycling materials.

196

197 The following table provides a summary of the 2012 and 2013 (Proposed) Budget:

198

	2012	2013	\$ Incr. (Decrease)	% Incr. (Decrease)
Personnel	\$ 31,581	\$ 32,375		
Supplies & Materials	400	405		
Other Services & Charges	24,910	24,910		
Contract Pickup	468,000	474,005		
Total	\$ 524,891	\$ 531,695	\$ 6,804	1.3 %

199

200 The City expects to have a 1.94% increase in contract pickup costs as set forth in the current contract. The
201 contract also specifies that the City receives a portion of the monies generated from the re-sale of recycled
202 materials. This is expected to generate approximately \$90,000 per year. The City also receives a \$65,000
203 SCORE grant from Ramsey County. A strong cash reserve level will allow for a slight decline in the rates
204 charged to residents.

205

206 **Rate Impacts for 2013**

207 Based on the rate impacts described above, Staff is recommending a rate increase for ALL utility rate
208 categories except for the storm water rates which were sufficiently increased in 2012. With these suggested
209 rate changes, a typical single-family home will pay \$165.35 per quarter, an increase of \$18.02 or 12.2%.

210

211 Additional detail is shown in the tables below, and in Schedule A of the attached Resolution.

212

Single Family Homes

	2012	2013	\$ Incr. (Decrease)	% Incr. (Decrease)
Water – base fee	\$ 40.09	\$ 49.50		
Water – usage fee	38.70	39.60		
Sanitary Sewer – base fee	30.35	37.35		
Sanitary Sewer – usage fee	21.00	21.75		
Storm Sewer	11.15	11.15		
Recycling	6.10	6.00		
Total	\$ 147.33	\$ 165.35	\$ 18.02	12.2 %

** Based on an average consumption of 18,000 gallons per quarter.

Single Family Homes – with Utility Discount

	2012	2013	\$ Incr. (Decrease)	% Incr. (Decrease)
Water – base fee	\$ 26.00	\$ 32.15		
Water – usage fee	12.90	13.20		
Sanitary Sewer – base fee	18.95	23.30		
Sanitary Sewer – usage fee	7.00	7.25		
Storm Sewer	11.15	11.15		
Recycling	6.10	6.00		
Total	\$ 82.10	\$ 93.05	\$ 10.95	13.3 %

** Based on an average consumption of 6,000 gallons per quarter.

Discount applies only to the water and sewer base fee and is approximately 35% less than the standard rate.

Commercial Property

	2012	2013	\$ Incr. (Decrease)	% Incr. (Decrease)
Water – base fee	\$ 79.25	\$ 98.00		
Water – usage fee	560.00	580.00		
Sanitary Sewer – base fee	66.30	81.60		
Sanitary Sewer – usage fee	650.00	670.00		
Storm Sewer	517.35	517.35		
Total	\$ 1,872.90	\$ 1,946.95	\$ 74.05	3.95 %

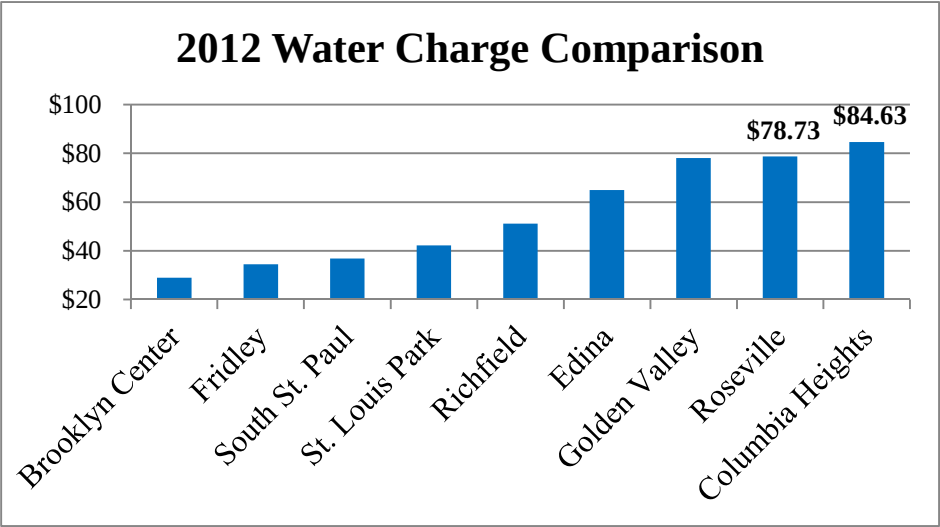
** Based on an average consumption of 200,000 gallons per quarter, with a 1 ½” meter, and occupying 3 acres.

Rate Comparisons

The charts below depict a number of water and sewer rate comparisons with other peer communities. For this analysis, peer communities include 1st ring suburbs that served a population between 18,000 and 50,000, and which are not simply an extension of a larger entity’s system. This group was selected to try and approximate cities with stand-alone systems with similar age of infrastructure which can have a significant influence on the cost of water and sewer services.

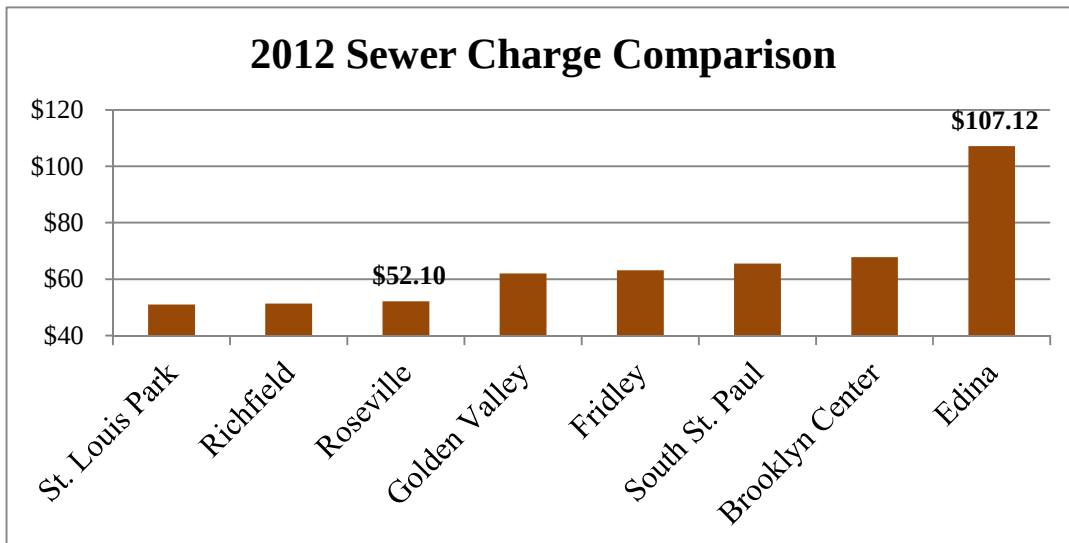
It should be noted that broad comparisons give only a cursory look at how one community compares to another. One must also incorporate each City's individual philosophy in funding programs and services. For example, Roseville does NOT utilize assessments to pay for water or sewer infrastructure replacements like many other cities do. Instead we fund infrastructure replacements 100% through the rates. As a result, Roseville's water and sewer rates are inherently higher when compared to a City that uses assessments to pay for improvements. Other influences on the rates include whether or not a community softens its water before sending it on to customers, and the extent in which communities charge higher rates to non-residential customers.

The following chart depicts the peer group comparison for combined water base rate and usage rate for a single-family home that uses 18,000 gallons per quarter.



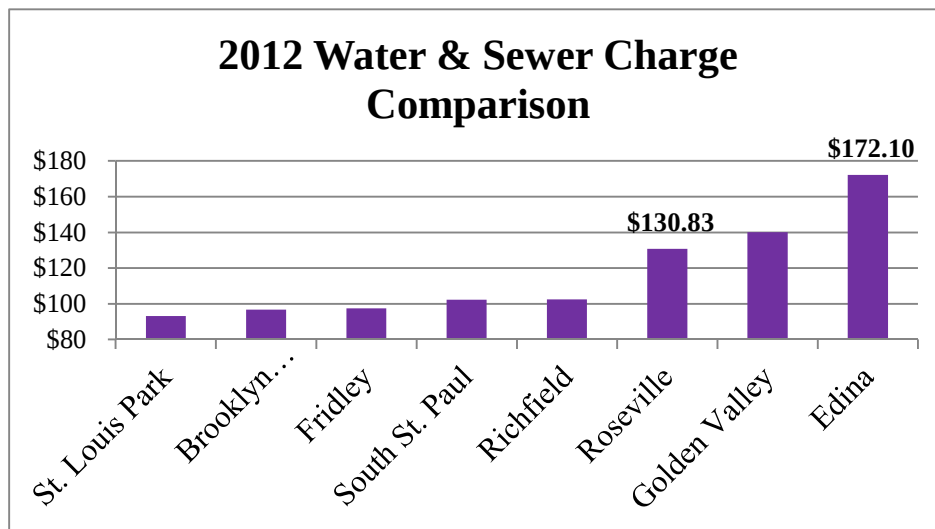
As is shown in the chart, Roseville's total water charge is one of the highest in the comparison group. Again, there are numerous circumstances and policy preferences that can lead to varying rates among cities.

The following chart depicts the peer group comparison for combined sewer base rate and usage rate for a single-family home that uses 15,000 gallons per quarter.



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In this instance, Roseville sewer charges were lower than most. To get a broader perspective, the following chart depicts the combined water and sewer impact for a typical single-family home for the comparison group.

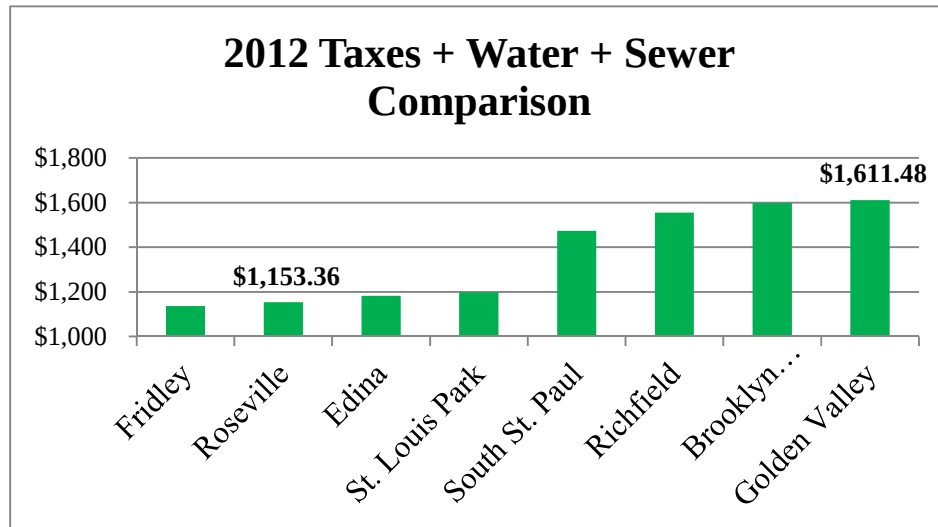


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When combined, Roseville is approximately 9% above the average for the peer group. However, it should be noted that most of the cities shown in the chart that have lower utility rates, happen to have much higher property tax rates. This is an important distinction because again, each City employs a different philosophy in how it funds the direct and indirect costs of providing services.

Roseville's philosophy is to ensure that all indirect costs are reflected in the water and sewer rates. This results in higher water and sewer rates. This also means that we don't have as much indirect costs being supported by the property tax.

This can be somewhat reflected in the chart below which combines property taxes and water and sewer charges for a typical single-family home.



As is shown in this chart, when looking at more comprehensive comparison that factors in a more broad-based spectrum of needs and funding philosophies, Roseville has one of the lowest financial impacts of the comparison group - a full 15% below the peer average. Once again, we must also look at other factors and local preferences to determine whether there are other influences affecting property taxes and rates.

POLICY OBJECTIVE

An annual review of the City's utility rate structure is consistent with governmental best practices to ensure that each utility operation is financially sound. In addition, a conservation-based rate structure is consistent with the goals and strategies identified in the Imagine Roseville 2025 initiative.

FINANCIAL IMPACTS

See above.

STAFF RECOMMENDATION

Based on the increasing costs noted above, Staff is recommending rate adjustments as shown in the attached resolution.

REQUESTED COUNCIL ACTION

For discussion purposes only. The Council will be asked to adopt the attached resolution establishing the 2013 Utility Rates at a subsequent Council meeting.

Prepared by: Chris Miller, Finance Director
Attachments: A: Resolution establishing the 2013 Utility Rates

300 EXTRACT OF MINUTES OF MEETING OF THE
301 CITY COUNCIL OF THE CITY OF ROSEVILLE
302

303 * * * * *

304 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville,
305 County of Ramsey, Minnesota was duly held on the 10th day of December, 2012 at 6:00 p.m.
306

307 The following members were present:
308 and the following were absent:
309

310 Member introduced the following resolution and moved its adoption:
311

312 RESOLUTION _____
313

314 **RESOLUTION ESTABLISHING THE 2013 UTILITY RATES**
315

316 NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, the
317 water, sanitary sewer, storm drainage, and recycling rates be established for 2013 in accordance with
318 Schedule A attached to this Resolution.
319

320 The motion for the adoption of the foregoing resolution was duly seconded by member
321
322 and upon a vote being taken thereon, the following voted in favor thereof:
323

324 and the following voted against the same:
325

326 WHEREUPON, said resolution was declared duly passed and adopted.
327

328 State of Minnesota)
329) SS
330 County of Ramsey)
331

332 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of
333 Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes
334 of a regular meeting of said City Council held on the 10th day of December, 2012 with the original thereof
335 on file in my office.
336

337 WITNESS MY HAND officially as such Manager this 10th day of December, 2012.
338
339
340

341 _____
342 William J. Malinen
343 City Manager
344

345 Seal
346

Schedule A

Water Base Rate

Category	2012 Base Rate	2013 Base Rate
SF Residential	\$ 40.03	\$ 49.50
SF Residential – Sr. Rate	26.00	32.15
Non-SF residential		
5/8" Meter	39.99	49.45
1.0" Meter	50.45	62.40
1.5" Meter	79.25	98.00
2.0" Meter	151.30	187.10
3.0" Meter	302.60	374.20
4.0" Meter	605.23	748.45
6.0" Meter	\$ 1,210.45	\$ 1,496.90

Water Usage Rate

Category	2012 Usage Rate	2013 Usage Rate
SF Residential; Up to 30,000 gals./qtr	\$ 2.15	\$ 2.20
SF Residential; Over 30,000 gals./qtr – winter rate *	2.40	2.45
SF Residential; Over 30,000 gals./qtr – summer rate **	2.65	2.70
Non-SF Residential – winter rate	2.80	2.90
Non-SF Residential – summer rate **	\$ 3.10	\$ 3.20

* Each successive Tier is approximately 10% higher than the previous rate

** Summer rates are approximately 10% higher than the corresponding winter rate

Sanitary Sewer Base Rate

Category	2012 Base Rate	2013 Base Rate
Residential	\$ 30.35	\$ 37.35
Residential – Sr. Rate	18.95	23.30
Apartments & Condos	20.95	25.75
Non-residential		
5/8" Meter	22.20	27.30
1.0" Meter	44.40	54.65
1.5" Meter	66.30	81.60
2.0" Meter	110.60	136.10
3.0" Meter	221.40	272.50
4.0" Meter	443.000	545.20
6.0" Meter	\$ 885.90	\$ 1,090.30

Sanitary Sewer Usage Rate

Category	2012 Usage Rate	2012 Usage Rate
Residential	\$ 1.40	\$ 1.45
Non-residential	\$ 3.25	\$ 3.35

Stormwater Rates

Category	2012 Flat Rate	2013 Flat Rate
Single Family & Duplex	\$ 11.15	\$ 11.15
Multi-family & Churches (per acre)	86.20	86.20
Cemeteries & Golf Course (per acre)	8.65	8.65
Parks (per acre)	25.90	25.90
Schools & Comm. Centers (per acre)	43.15	43.15
Commercial & Industrial (per acre)	\$ 172.45	\$ 172.45

Recycling Rates

Category	2012 Flat Rate	2013 Flat Rate
Single Family	\$ 6.10	\$ 6.00
Multi Family (per unit)	\$ 6.10	\$ 6.00

Meter Security Deposit

Category	2012 Flat Rate	2013 Flat Rate
5/8" Meter	\$ 75.00	\$ 75.00
1.0" Meter	120.00	120.00
1.5" Meter	300.00	300.00
2.0" Meter	\$ 400.00	\$ 400.00

REQUEST FOR COUNCIL ACTION

Date: 12/10/2012

Item No.: 12.c

Department Approval



City Manager Approval



Item Description: Approve Resolution Adopting City Assessment Policy

BACKGROUND

One of the items on the City Council's 2012 workplan was to review the City's Assessment Policy. Since the beginning of the year, Staff has been working with the Public Works, Environment and Transportation Commission (PWETC) to review the existing policy and make recommendations for updates. The policy was discussed at their February, March, April and June meetings. As part of the discussion, the PWETC reviewed the assessment policies from other cities and how they relate to Roseville. During the four meetings there was considerable discussion regarding the pros and cons of the different approaches to assessments.

At the September 17, 2012 City Council meeting, staff discussed the revised City assessment policy with the City Council. Information regarding this assessment policy Council discussion was included in the News Update November 7.

A summary of the proposed changes in the policy:

Special Benefit Test: One of the major changes in the policy is the Special Benefit Test. It is recommended that appraisals be completed to determine the influence of an improvement project on the value of the properties proposing to be assessed. This is done in order to ensure that the proposed assessment is equivalent or less than the anticipated increase in market value for properties being assessed. Many cities have included this extra step in their assessment process as a check and balance to protect the City and the property owners.

As a result, the assessment policy includes the language "up to" in front of the assessment rate for the different property zoning. This allows the City to take into account the property value increase when setting the rates and adjust if necessary.

Zoning: The PWETC took a look at Residential vs. Commercial vs. Institutional land uses. In this context they discussed property value, traffic generation, and assessment rates, looking at both the previous city policy and how other cities treat different land uses. Higher intensity land uses have a higher property value and consequently receive a higher property value increase from public improvements. Also, they generate higher volumes of traffic on our street system. As a result, the commission is recommending that we have a higher assessment rate for land uses that are not zoned LDR-1 or LDR-2. The proposed assessment rate of up to 50% of the project costs would apply to all commercial, industrial and institutional land uses. This includes churches and school district properties.

Street Construction project type: The PWETC recommends that we assess for street reconstruction and the required storm water improvements associated with the street reconstruction project. They do not recommend that we assess mill and overlay or sealcoat

mainly because of the Special Benefit Test.

Utilities: The PWETC recommends that the City continue to fund major maintenance for City utilities using existing utility infrastructure funds. However, in the case where additional utility capacity is needed as a result of redevelopment or rezoning, then 100% of these costs would be assessed to property owners

Pathway Construction: The PWETC believes that pathways included as priority segments in the Pathway Master Plan serve a regional benefit. As a result, they do not recommend that the costs to build these pathways be assessed to the property owners abutting the project. However, they do recognize that pathways along other stretches of road may benefit the property owners along those streets. As a result, they recommend that projects requested by property owners be considered for assessments, based on the Special Benefit Test.

Streetlights: No changes were recommended for the streetlight assessment policy.

In putting together the final draft policy for this meeting, staff took a look at format, content and took another look at the policy to ensure that all of the different types of public improvement projects that the City may undertake were included. The purpose of this was to ensure that the policy was comprehensive and to eliminate conflicts. As a result of this review, some modifications have been made since the September 17, 2012 worksession. A summary of the major changes made in this draft:

City Property: Added section 2. g. Consistent with existing practice, when calculating the total assessable frontage, we include the assessable frontage from all properties, including City owned property.

County Open Space Property: County Open Space was addressed in Resolution 9703, we have added the language from that resolution to the policy in section 2. h.

Regional Improvement Projects: Projects such as noise walls and interchange reconstruction can benefit all property owners in the area surrounding the project, not just the property owners directly adjacent to the improvement. Staff felt that additional flexibility should be added to our assessment policy for these types of projects. To accomplish this, we have added section 6- Regional Improvement Projects and some associated definitions. The purpose of this section is to provide for an alternative to the front foot assessment methodology in cases of public improvements that create an area-wide benefit. When a project benefits an area, the properties expected to receive positive impacts from the proposed public improvement would be assessed for the cost of construction. The Benefited Area would be determined on a project- by- project basis as a part of the Feasibility Report. Assessment amounts would be subject to the Benefit Test.

Traffic Management Program: Added section 7 for consistency with the new policy.

Finally, during the Council discussion a question came up regarding Sanitary Sewer and Watermain, sections 8 (d) and 10 (d), of the policy. These sections state:

“New development property, or property which has altered its land use within the past three years, shall be assessed at 100% of the city’s expense for the improvement”.

The question was- Why does it use 3 years for consideration of land use changes? Staff did not find a rationale for this timing. The City Attorney looked into state statute and determined that this timing is not set by statute. It is likely that it was set as a “reasonable amount of time”.

75 **POLICY OBJECTIVE**

76 This policy is to be used as a guide by the City of Roseville when preparing assessment rolls, to assure
77 uniform and consistent treatment of affected properties. It is the general policy of the City of Roseville
78 to assess all affected properties according to policy without regard to funding source.

79 Special assessments are a charge imposed on properties for a particular improvement that benefits the
80 owners of those selected properties. The authority to use special assessments originates in the state
81 constitution which allows the state legislature to give cities and other governmental units the authority
82 “to levy and collect assessments for local improvements upon property benefited thereby.” The
83 legislature confers that authority to cities in Minnesota Statutes Chapter 429.

84 The assessment policy will be adopted through resolution. This new resolution will supersede the
85 following existing City Assessment Policy resolutions:

- 86 • RESOLUTION 7506: Resolution Authorizing Amendment And Consolidation Of All Previously
87 Adopted Special Assessment Policies Into One Resolution (5/9/83)
- 88 • RESOLUTION 8012: Resolution Authorizing Amending Section 2 (B) Of Previously Adopted
89 Assessment Policies Identified In Resolution No. 7506 By Eliminating This Section On
90 Assessment Rates (9/22/86)
- 91 • RESOLUTION 8995: Resolution Amending Assessment Policy (9/27/93)
- 92 • RESOLUTION 9703: Approval Of Revision To The Existing Assessment Policy To Defer
93 Assessments To Open Space Properties (10/25/99)

94 **STAFF RECOMMENDATION**

95 Approve Resolution Adopting City Assessment Policy.

96 **REQUESTED COUNCIL ACTION**

97 Approve Resolution Adopting City Assessment Policy

Prepared by: Debra Bloom, City Engineer
Attachments: Attachment A: Draft Special Assessment Policy
Attachment B: Previous Assessment Resolutions
Attachment C: Resolution

City of Roseville
SPECIAL ASSESSMENT POLICY

11/19/12

The purpose of this policy is to be used as a guide by the City of Roseville when preparing assessment rolls, so as to assure uniform and consistent treatment of affected properties. It is the general policy of the City of Roseville to assess all affected properties according to this policy without regard to funding source.

Special assessments are a charge imposed on properties for a particular improvement that benefits the owners of those selected properties. The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other governmental units the authority "to levy and collect assessments for local improvements upon property benefited thereby." The legislature confers that authority to cities in Minnesota Statutes Chapter 429.

1. Special Benefit Test: The proposed assessment shall be equivalent or less than the anticipated increase in market value for properties being assessed. Appraisals shall be completed to determine the influence of an improvement project on the value of the properties proposing to be assessed.
2. Determining Assessable Frontage: Unless otherwise noted in this document, all assessments shall be calculated using property front footage on the segment of the infrastructure included in the improvement project. The assessment rate shall be determined by dividing the total project cost by the total assessable frontage. The following formulas shall apply for calculating the total assessable frontage for the improvement project.
 - (a) The assessable frontage shall be 100% of the short side of the lot.
 - (b) Corner and Multiple Frontage LDR1 and LDR2 lots: All corner and multiple frontage LDR1 and LDR2 parcels shall be considered as having 10% of the long side as being assessable footage unless such parcels could be split or subdivided. This is in addition to the short side frontage.
 - (c) Corner and Multiple Frontage Lots (other zoning): All corner and multiple frontage lots for other property zoning shall be calculated at 10% for the first 150 feet of the long side and then 100% for any additional footage. This is in addition to the short side frontage.
 - (d) Odd Lot Formula (all zoning): The odd lot formula shall apply for odd and irregularly shaped lots, which have rear widths that vary by more than 25% in comparison with the front width. The lot will be assumed to have a depth equal to one-half the sum of the two sides and said depth will be divided into the area of the lot to determine the assessable frontage.
 - (e) Lots with more than 4 sides: All lots of more than four sides will be geometrically converted to a four-sided lot of equal area, then the odd-lot formula as described in (d) will be used to determine the assessable frontage. Where this is not practical, the assessable frontage will be determined by assuming the lot to have an assessable frontage equal to those of the typical rectangular lots near it which are comparable in overall area and nature.
 - (f) Private Driveway: If a public improvement takes place along a public street/roadway with a private driveway that serves more than one property owner, all properties with access to the road-public street via the private driveway will be

assessed. The frontage of the private property (or properties) directly adjacent to the roadway will be used to determine the assessable frontage. This assessable frontage will be proportionately shared among for all other properties with direct access to accessing the private driveway.

(g) City Property: If there is a City owned property adjacent to the public improvement, the frontage of the City property will be added to the assessable frontage and used to calculate the assessment rate. The City assessment will become a city project cost.

(h) County Open Space Property: If there is Ramsey County Open Space adjacent to the public improvement, the frontage will be added to the assessable frontage and used to calculate the assessment rate. Assessments for public improvements benefiting the Ramsey County open space properties shall be deferred as long as the property remains as public open space. Recreational developments within the property may include public access areas, trails, and other support facilities for passive recreation, nature appreciation and outdoor recreation without affecting the deferral. Such deferral will be made with the following conditions:

- Interest will accrue on the deferred assessment.
- In recognition of this deferral, Ramsey County will cooperate with the City of Roseville by granting easements to the City for storm water drainage, utilities, and local trails, and undertake, at its expense, improvements to the open space that are mutually beneficial and agreed upon by the City and County at the time of deferral.
- The extent of such improvements shall take into consideration the amount of the deferred assessment.

3. Pathway Construction Projects:

(a) There shall be no assessments for the construction of off road pathways that are included as priority segments in the City's Pathway Master Plan. Except in the case of petition or development projects.

3.4. Roadway New Construction Projects: For all new public roadway construction, where no roadway exists, the properties abutting the new road shall be assessed for 100% of the cost.

4.5. Roadway Reconstruction Projects: The following is the assessment policy for all roadway reconstruction projects in the City of Roseville.

- (a) Property zoned LDR1 and LDR2 shall be assessed up to 25% of the project cost for a 7-ton, 32-foot wide pavement with concrete curb and gutter and required drainage.
- (b) All other property zoning shall be assessed up to 50% of the project cost.
- (c) Municipal State Aid Roadways:
 - Property zoned LDR1 and LDR2 shall be assessed up to 25% of the cost of a 7-ton, 32-foot wide pavement with concrete curb and gutter and required drainage, even if the width or strength is greater.
 - All other property zoning shall be assessed up to 50% of the project costs.
- (d) Ramsey County or Minnesota Department of Transportation Roadways:

- 1 The amount of special assessments collected on a Ramsey County or MnDOT
2 roadway projects will be equal to or less than the total City cost share of the
3 improvement.
- 4 (e) All property accessing a private driveway that serves as a leg of an intersection
5 signal system shall be assessed 100% of the proportionate share of the signal
6 system cost.

7 6. Regional Improvement Projects: Projects that benefit more than just the properties
8 abutting the project may be assessed to all properties within the Benefited Area.
9 Regional Improvement Projects can include arterial roads, bridges, collector roads,
10 highway interchanges, intersections, or noise walls.

11 7. Traffic Management Program Projects: Assessments for Traffic Management Program
12 projects shall be assessed to all properties within the Benefited Area. The Benefited Area
13 would be determined on a project- by- project basis as a part of the Feasibility Report.
14 See TMP for details.

15 5.8. Sanitary Sewer Projects:

- 16 (a) Properties currently connected to public sanitary sewer will not be assessed for
17 reconstruction or major maintenance projects. Except in the case of subd. d.
18 below.
- 19 (b) New construction shall be assessed 100% of the project cost based on a front
20 footage basis for all zoning.
- 21 (c) Any sanitary sewer main in excess of 8 inches in diameter will normally be
22 considered oversized. When oversizing is done to increase the capacity of the
23 City's system, the added cost for oversizing shall be subtracted from the total cost
24 of the improvement. The result of said subtraction will be the cost to be assessed.
- 25 (d) New development property, or property which has altered its land use within the
26 past three years, shall be assessed at 100% of the city's expense for the
27 improvement.
- 28 (e) Sewer services shall be assessed on a per service basis at 100% of the city's
29 expense for such services.

30 6.9. Storm Sewer Projects:

- 31 (a) There shall be no assessments for storm sewer projects not associated with
32 roadway projects. Except in the case of petition or development projects.

33 7.10. Watermain Projects:

- 34 (a) Properties currently connected to public watermain will not be assessed for
35 reconstruction or major maintenance projects. Except in the case of subd. d.
36 below.
- 37 (b) New construction shall be assessed 100% of the project cost based on a front
38 footage basis for all zoning.
- 39 (c) Any watermains in excess of 8 inches in diameter will normally be considered
40 oversized. When oversizing is done to increase the capacity of the City's system,
41 the added cost for oversizing shall be subtracted from the total cost of the
42 improvement.

- (d) New development property, or property which has altered its land use within the past three years, shall be assessed at 100% of the city's expense for the improvement.
- (e) Water services shall be assessed on a per service basis at 100% of the city's expense for such services.

~~8. Pathway Construction Projects:~~

- ~~(a) There shall be no assessments for the construction of off road pathways that are included as priority segments in the City's Pathway Master Plan. Except in the case of petition or development projects.~~

~~9.11.~~ Streetlight Installation Projects:

- (a) Shall be assessed on a front footage basis and as follows:
- (b) All properties within 150 feet (street frontage) of each light shall be considered for assessment.
- (c) City staff shall determine the number and locations of lights that could have been installed under the "standard street light" section of the City's Street light policy. The maintenance cost for these lights will be deducted from the overall project cost.
- (d) 100% of the additional costs for an "enhanced street light" project shall be specially assessed. The additional costs for an "enhanced street light" project shall include; cost of installation of enhanced streetlights, cost of operation & maintenance (pro-rated for 25 years), administrative costs, minus "standard street light" maintenance cost (if applicable)
- (e) At the end of 25 years, the City will evaluate the maintenance needs for the "enhanced street light" areas. A reconstruction project will be considered where the new operation and maintenance costs for the next 25 years will be proposed to be assessed to the benefiting properties.
- (f) In new development and redevelopments, the operation and maintenance costs for an "enhanced street light" installation shall be paid for by the property owners in the new development in perpetuity. These costs shall either be paid for up front by the developer or assessed to the property owners. The total cost shall be the "enhanced street light" operation and maintenance cost minus the City's "standard street light" contribution. The City's basic contribution shall be determined based on the procedure outlined in section IV. B. of the City Street Light policy.

~~10.12.~~ Definitions

- (a) Assessable frontage: Property frontage on a segment of infrastructure scheduled for improvement. If a parcel is a corner lot or has multiple street frontages, the parcel frontage shall only be calculated for the side abutting the infrastructure scheduled for improvements.
- ~~(b) Benefited Area: The properties expected to receive positive impacts from the proposed public improvement and which are subject to assessment for the cost of construction. The Benefited Area is determined on a project- by- project basis.~~
- ~~(b)(c)~~ Enhanced Street Light: When the location, design, or spacing for requested lights does not meet the "Standard Street Light" qualifying conditions, property owners may request that the City undertake an "Enhanced Street Lighting" project.

- ~~(e)~~(d) Long side: On a corner lot or multiple frontage lot, the frontage of a property that is longest.
- ~~(d)~~(e) Private Driveway: A driveway or road that serves as a primary access for one or more property owners that is not maintained by the City of Roseville, MnDOT or Ramsey County.
- ~~(e)~~(f) Required Drainage: Drainage improvements necessary because of an improvement project. This can be the result of meeting City, watershed or wetland requirements. Includes rate control, water quality treatment, infiltration, and wetland mitigation.
- ~~(f)~~(g) Roadway Reconstruction Project: This type of project involves removing and replacing the existing roadway bituminous, more than 50% of the concrete curb, the base materials, and oftentimes performing utility work (water, sewer, etc.) at the same time.
- ~~(g)~~(h) Roadway Maintenance Project: Performing a Reclaim and Overlay, Mill and Overlay, or sealcoating of city streets.
- ~~(h)~~(i) Short side: On a corner lot or multiple frontage lot, the frontage of a property that is shortest.
- ~~(i)~~(j) Standard Street Light: street light installation that meets the location, design and spacing of the City street light policy qualifying conditions described in section IV. B. of the City Street Light policy.
- ~~(j)~~(k) Total Project Cost: Project costs include actual construction cost plus all associated overhead costs. The total cost of the associated overhead for a public improvement project would typically include city administration, engineering, fiscal, legal, capital interest, right of way acquisition and contingencies.

EXTRACT OF MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF ROSEVILLE, MINNESOTA,
HELD MAY 9, 1983

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, Minnesota, was duly called and held at the City Hall in said City on the 9th day of May, 1983, at 7:30 o'clock p.m.

The following members were present:

Kehr, Curley, Franke, Johnson & Demos.

and, the following members were absent:

Member ^{None.} Franke introduced the following resolution and moved its adoption:

RESOLUTION NO. 7506

RESOLUTION AUTHORIZING AMENDMENT AND
CONSOLIDATION OF ALL PREVIOUSLY ADOPTED
SPECIAL ASSESSMENT POLICIES INTO ONE RESOLUTION

WHEREAS, the City Council recognizes that it is in the best interests of the City to amend and consolidate all previously adopted special assessment policies into one resolution for ease of use and understanding, and

WHEREAS, it is desirable to include nonmotorized pathways in the policy.

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

1. The following assessment policies will be followed in the upgrading of temporary public roadways (not meeting standards set forth in City Code), under the City's jurisdiction, to permanent asphaltic concrete roadways with concrete curb and gutters.
2. The following assessment formulas shall apply to any such upgrading of public roadways under the City's jurisdiction.
 - (a) On street paving projects, it is desirable that at least 25% of the cost for the project to be obtained from sources other than ad valorem taxes.
 - (b) R-1 and R-2 property that is ^{SEE Res. No. 80/2} not tax-exempt shall be assessed a minimum of 22% of the actual cost for a 7-ton, 32-foot wide pavement with concrete curb and gutter and routine drainage.
 - (c) R-1 and R-2 property which is not tax-exempt shall be assessed at a rate of a 7-ton, 32-foot wide

pavement with concrete curb and gutter and routine drainage, even if the width or strength is greater.

- (d) All tax exempt property regardless of zoning classification, such as, but not necessarily limited to schools, churches, parks and governmental land, to be assessed on an assessable footage basis at 100% of the cost of a 7-ton roadway (even when heavier roadways are constructed) based upon the costs for that segment of the entire project including the roadway abutting the non-taxable property.
- (e) All other property not covered in (a), (b), (c) or (d) above, to be assessed on an assessable footage basis at 100% of the cost for the specific type of roadway on which they abut, based on the costs for that segment of the entire project including the roadway abutting the property.
- (f) In addition to the costs set forth in (a) through (e) above, all property may be assessed a proportionate share on a footage basis for expenses encountered for right of way and easement acquisition necessary for that segment of the entire project including the roadway abutting the property.
- (g) All corner and multiple frontage parcels in non-tax exempt R-1 and R-2 status shall be considered as having 10% of the second side as being assessable footage unless such parcels could be split or subdivided.

For all other corner and multiple frontage parcels the side or second frontage shall be considered as having 10% of the second side as being assessable for the first 150 feet per side, and any additional assessable footage will be assessed a full 100% basis as set forth elsewhere in this resolution.

- (h) R-1 and R-2 property that is not tax exempt which abuts Minnesota State Aid Streets for City roadways shall not be specifically assessed for the upgrading of such roadways. All properties zoned R-3A, R-3, R-4, R-5, R-6 or R-7 will be assessed at a rate equal to 35% of the cost per front foot. All properties abutting Minnesota State Aid Roseville roadways other than non-tax exempt R-1, R-2, R-3, R-3A, R-4, R-5, R-6 or R-7 shall be assessed pursuant to the other provisions of this paragraph.
- (i) All odd and irregularly shaped lots, which have rear widths that vary by more than 25% in comparison with the front width, the lot will be assumed to have a depth equal to one-half the sum of the

two sides and said depth will be divided into the area of the lot to determine the assessable frontage. All lots of more than four sides will be geometrically converted to a four-sided lot of equal area, then the odd-lot formula as stated above will be used to determine the assessable frontage. Where this is not practical, the assessable frontage will be determined by assuming the lot to have an assessable frontage equal to those of the typical rectangular lots near it which are comparable in overall area and nature.

3. R-1 and R-2 property that is not tax-exempt which abuts existing, usable temporary roadways under the jurisdiction of Ramsey County to be upgraded to permanent roadways with curb and gutter shall not be assessed for such upgrading. All properties other than R-1 and R-2 non tax-exempt properties abutting existing usable temporary roadways under the jurisdiction of Ramsey County to be upgraded to permanent roadways with curb and gutter, shall be specially assessed pursuant to the provisions of Paragraph 2 above. In the event that said special assessments should result in more funds being due the City from special assessments than the total cost to the City of the improvements to such road under the jurisdiction of Ramsey County, special assessments for such properties shall be reduced proportionately until the total special assessments equal the total City costs of the improvement.

4. On all new public roadways constructed where no usable temporary roadway existed, the special assessment procedure of Paragraphs 1, 2 and 3 need not be utilized. Such properties will normally be assessed at 100% of the cost.

5. Storm drainage system assessments shall be determined on a unit system:

- a. The engineer or other person designated by the council shall determine the entire cost of the improvement including but not limited to consultant fees and a reasonable value of services provided by city employees.
- b. The engineer or other person so designated shall determine the number of potential units to be assessed. A unit for this purpose shall be determined as follows:

- (1) Each parcel, not tax exempt, zoned R-1 or R-2 suitable for building one single family home or one double home, - one unit.

- (2) Each parcel, not tax exempt, zoned R-1 or R-2 with the potential for subdivision into two or more building lots, the number of units shall be determined as equal to the number of potential building lots. Each parcel of one acre or more in area shall be assigned 3.33 units per acre.

- (3) All tax exempt land and all other zoning classifications, the assessment units will be determined the same as above, except each parcel will be

assigned twice the units.

(4) Each parcel or portion thereof, which is buildable only with the improvement, the assessment units will be determined the same as above, except each parcel or portion thereof, shall be assigned twice the units.

- c. The engineer shall divide 25% of the cost of the improvement by the number of units and the resulting dividend will be the assessment for each unit.
- d. New development property or property which has altered its land use within the past 3 years shall be assessed at 100% of the city's expense for the improvement.

6. Sanitary sewer mains shall be assessed on a front footage basis with all types land use and zoning being identically assessed.

- a. For each presently utilized parcel there will be subtracted from the total cost of the improvement added costs for oversized sanitary sewer mains. Any sanitary sewer main in excess of 8" in diameter will normally be considered oversized. The result of said subtraction will be the cost to be assessed. This will be divided by the total number of assessable feet to establish the assessment rate for said presently utilized parcel.
- b. New development property or property which has altered its land use within the past 3 years shall be assessed at 100% of the city's expense for the improvement.
- c. All side lots or double frontage parcels shall be determined to have 25 assessable feet for the first 150 feet of said side or second frontage of the parcel and shall conform to Paragraphs a) and b) above.
- d. Sewer services shall be assessed on a per service basis at 100% of the city's expense for such services.
- e. All odd and irregularly shaped lots of four sides or less, which have rear widths that vary by more than 25% in comparison with the front width, the lot will be assumed to have a depth equal to one-half the sum of the two sides and said depth will be divided into the area of the lot to determine the assessable frontage. All lots of more than four sides will be geometrically converted to a four sided lot of equal area, than the odd lot formula as stated above will be used to determine the assessable frontage. Where this is not practical, the assessable frontage will be determined by assuming the lot to have an assessable frontage equal to those of the typical rectangular lots near it which are comparable in overall area and nature.

7. Watermains shall be assessed on a front footage basis with all types of land use and zoning being identically assessed.

- a. For each presently utilized parcel, there will be subtracted from the total cost of the improvement, added costs for oversized watermains. Any watermains in excess of 6" in diameter will normally be considered oversized. The result of said subtraction will be the cost to be assessed. This will be divided by the total number of assessable feet to establish the assessment rate for said presently utilized parcel.
- b. New development property or property which has altered its land use within the past 3 years shall be assessed at 100% of the City's expense for the improvement.
- c. All side lot and double frontage parcels shall be determined to have 25 assessable feet for the first 200 feet of said side or second frontage of the parcel and shall conform to Paragraphs a. and b., above.
- d. Water services shall be assessed on a per service basis at 100% of the City's expense for such services.
- e. All odd and irregularly-shaped lots of four sides or less, which have rear widths that vary by more than 25% in comparison with the front width, the lot will be assumed to have a depth equal to one-half the sum of the two sides and said depth will be divided into the area of the lot to determine the assessable frontage. All lots of more than four sides will be geometrically converted to a four-sided lot of equal area, then the odd-lot formula as stated above, will be used to determine the assessable frontage. Where this is not practical, the assessable frontage will be determined by assuming the lot to have an assessable frontage equal to those of the typical rectangular lots near it which are comparable in overall area and nature.

8. Nonmotorized pathways, including sidewalks, shall be assessed on a front footage basis as follows:

- a. All City expenses involved, including, but not limited to, such items as right-of-way acquisition, legal, engineering and administrative costs, shall be included in the costs to be assessed. Such costs shall be spread uniformly on a front foot basis, except which that the City may assume the share of the costs which are attributable to any property that is R-1 or R-2, that is not tax-exempt.

- b. All corner and multiple frontage parcels in non-tax-exempt R-1 and R-2 status shall be considered as having 10% of the second side as being assessable footage, unless such parcels could be split or subdivided.

For all other corner and multiple frontage parcels, the side or second frontage shall be considered as having 10% of the second side as being assessable for the first 150 feet per side, and any additional assessable footage will be assessed a full 100% basis as set forth elsewhere in this resolution.

- c. All odd and irregularly-shaped lots, which have rear widths that vary by more than 25% in comparison with the front width, the lot will be assumed to have a depth equal to one-half the sum of the two sides, and said depth will be divided into the area of the lot to determine the assessable frontage. All lots of more than four sides will be geometrically converted to a four-sided lot of equal area, then the odd-lot formula as stated above will be used to determine the assessable frontage. Where this is not practical, the assessable frontage will be determined by assuming the lot to have an assessable frontage equal to those of the typical rectangular lots near it which are comparable in overall area and nature.

The motion for the adoption of the foregoing resolution was duly seconded by Member Demos , and upon a vote being taken, the following voted in favor of the resolution: All present. and, the following voted against the same:

None.

WHEREUPON, said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified and acting Manager of the City of Roseville, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City of Roseville, held on the 9th day of May, 1983, with the original on file in my office, and the same is a full, true, and complete transcript therefrom insofar as the same relates to the resolutions authorizing amendments to the Special Assessment Policies as contained in Resolution No. 5197,

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 in the City Hall at 2660 Civic Center Drive, Roseville, Minnesota, on Thursday, the eighteenth day of September, 1986, at 7:30 o'clock p.m.

The following members were present:

Matson, Kehr, Cushman, Johnson, and Demos.

and the following were absent:

None.

Member Kehr introduced the following resolution and moved its adoption:

RESOLUTION NO. 8012

RESOLUTION AUTHORIZING AMENDING SECTION 2 (b)
OF PREVIOUSLY ADOPTED ASSESSMENT POLICIES
IDENTIFIED IN RESOLUTION No. 7506 BY ELIMINATING
THIS SECTION ON ASSESSMENT RATES

WHEREAS, the city has on this date adopted a Pavement Management Program; and

WHEREAS, said program contains several new policies relating to street maintenance and reconstruction; and

WHEREAS, these new policies make the continuation of a 22% assessment rate possibility impractical;

THEREFORE BE IT RESOLVED by the City Council of the City of Roseville as follows: That Section 2(b) concerning potential 22% assessment rates for reconstruction of streets is hereby amended to eliminate this section of the policies that was adopted as part of Resolution No. 7506 on May 9, 1983.

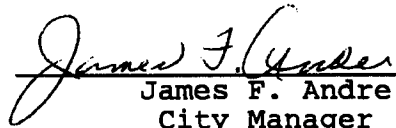
The motion for the adoption of the foregoing resolution was duly seconded by Member Johnson. Upon a vote being taken thereon, the following voted in favor thereof: All present, and the following voted against the same: None.

WHEREUPON said resolution was declared duly passed and adopted by the City Council, of the City of Roseville, Minnesota, this 18th day of September, 1986.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 18th day of September, 1986, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of September, 1986.



James F. Andre
City Manager

SEAL

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, Minnesota, was duly held at the City Hall in said City on Monday, the twenty-seventh day of September, 1993, at 7:30 p.m.

The following members were present: P. Johnson, Cushman, Maschka, Goedeke, and V. Johnson and the following were absent: None.

Councilperson Cushman introduced and moved the adoption of the following resolution:

RESOLUTION NO. 8995

RESOLUTION AMENDING ASSESSMENT POLICY

WHEREAS, the current assessment policy was adopted on May 9, 1983, to provide a means of uniformly apportioning assessments for all properties in the City; and

WHEREAS, the policy provides a method for calculating assessable frontage for odd and irregularly shaped lots; and

WHEREAS, the odd shaped lot formula does not provide an upper limit on the maximum assessable frontage for any parcels; and

WHEREAS, to provide for equitable assessments for R-1 and R-2 parcels not further sub-dividable, a maximum assessment amount should be considered;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, MINNESOTA, that the assessment policy be amended for R-1 and R-2 parcels which are not further sub-dividable, so maximum assessable frontage charged to the parcel shall be 1.5 times the standard lot width required under the current zoning ordinance.

The motion for the adoption of the foregoing resolution was duly seconded by Councilperson Goedeke and upon vote being taken thereon, the following voted in favor thereof: P. Johnson, Cushman, Maschka, Goedeke, and V. Johnson and the following voted against the same: None.

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of said City held on the 27th day of September, 1993, with the original thereof on file in my office, and the same is a full, true, and complete transcript insofar as the same relates to city assessment policy.

Adopted by the council this 27th day of September, 1993.

(SEAL)



City Manager

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, Minnesota, was held in the City Hall in said City on Monday, October 25, 1999 at 6:30 o'clock p.m.

The following members were present: Wiski, Maschka, Goedeke, Mastel and Wall and the following were absent: none.

Councilmember Wiski introduced the following resolution and moved its adoption:

RESOLUTION 9703

**APPROVAL OF REVISION TO THE EXISTING ASSESSMENT POLICY
TO DEFER ASSESSMENTS TO OPEN SPACE PROPERTIES**

WHEREAS, Ramsey County owns, maintains, and operates the Little Lake Josephine and Woodview open space sites;

AND WHEREAS, these properties provide a needed public service and enhance the quality of life in Roseville;

AND WHEREAS, the City of Roseville may, from time to time, facilitate the installation of public improvements and assess a portion of the cost of such improvements to benefiting properties in accordance with its assessment policy;

AND WHEREAS, such public improvements may delay or prohibit Ramsey County from making improvements to its open space properties in the City of Roseville;

THEREFORE BE IT RESOLVED it shall be the policy of the City of Roseville to defer all assessments for public improvements benefiting the Ramsey County open space properties as long as the property remains as public open space. Recreational developments within the property may include public access areas, trails, and other support facilities for passive recreation, nature appreciation and outdoor recreation without affecting the deferral. Such deferral will be made with the following conditions:

1. Interest will accrue on the deferred assessment.
2. In recognition of this deferral, Ramsey County will cooperate with the City of Roseville by granting easements to the City for storm water drainage, utilities, and local trails, and undertake, at its expense, improvements to the open space that are mutually beneficial and agreed upon by the City and County at the time of deferral. The extent of such improvements shall take into consideration the amount of the deferred assessment.
3. Open space improvements may include trail development, habitat restoration or public access improvements.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Mastel and upon vote being taken thereon, the following voted in favor thereof: Wiski, Maschka, Goedeke, Mastel and Wall, and the following voted against the same: none.

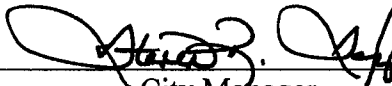
Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of said City held on the 25th day of October 1999, with the original thereof on file in my office, and the same is a full, true and complete transcript.

Adopted by the Council this 25th day of October, 1999.

(SEAL)



City Manager

**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 10th day of December, 2012, at 6:00 o'clock p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION No.

RESOLUTION ADOPTING SPECIAL ASSESSMENT POLICY

WHEREAS, Special assessments are a charge imposed on properties for a particular public improvement that benefits the owners of those selected properties, and;

WHEREAS, The authority to use special assessments originates in the state constitution which allows the state legislature to give cities and other governmental units the authority “to levy and collect assessments for local improvements upon property benefited thereby.” The legislature confers that authority to cities in Minnesota Statutes Chapter 429, and;

WHEREAS, the City Council recognizes that it is in the best interests of the City to adopt an assessment policy to assure uniform and consistent treatment of affected properties, and;

WHEREAS, this resolution adopting supercedes the following previously adopted resolutions:

- RESOLUTION 7506: Resolution Authorizing Amendment And Consolidation Of All Previously Adopted Special Assessment Policies Into One Resolution (5/9/83)
- RESOLUTION 8012: Resolution Authorizing Amending Section 2 (B) Of Previously Adopted Assessment Policies Identified In Resolution No. 7506 By Eliminating This Section On Assessment Rates (9/22/86)
- RESOLUTION 8995: Resolution Amending Assessment Policy (9/27/93)
- RESOLUTION 9703: Approval Of Revision To The Existing Assessment Policy To Defer Assessments To Open Space Properties (10/25/99)

THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota to adopt the SPECIAL ASSESSMENT POLICY attached to this resolution as Exhibit A.

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

and the following voted against the same: .

WHEREUPON said resolution was declared duly passed and adopted.

WITNESS MY HAND officially as such Manager this 10th day of December, 2012.

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: 12/10/12
Item No.: 12.d

Department Approval

City Manager Approval



Item Description: Approve Contract for Civil Legal Services

BACKGROUND

At the December 3, 2012 Council meeting the Roseville City Council concurred the City Manager's recommendation for City Attorney and authorized the City Manager to negotiate a contract with the selected law firm of Erickson, Bell, Beckman, & Quinn.

BUDGET IMPLICATIONS

As part of the pending contract with the City Attorney, it is proposed that the City Attorney would have the ability to charge the cost of its services to applicants of certain land use requests. If approved, this would reduce the cost of legal services accrued by the City.

STAFF RECOMMENDATION

Approve the contract for civil legal services between the City of Roseville and Erickson, Bell, Beckman & Quinn, P.A.

REQUESTED COUNCIL ACTION

Approve the negotiated contract for Civil legal services with the law firm of Erickson, Bell, Beckman & Quinn, P.A.

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

Standard Agreement for Professional Services

This Agreement is made on the _____ day of _____, 2012, between the City of Roseville, Minnesota, whose business address is 2660 Civic Center Drive, Roseville, MN 55113-1899 (hereinafter "City"), and Erickson, Bell, Beckman & Quinn, P.A., a Minnesota professional corporation whose business address is 1700 West Highway 36, Suite 110, Roseville, MN (hereinafter "Consultant").

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for Civil legal services hereinafter referred to as the "Work".

The City and Consultant agree as follows:

1. **Scope of Work/Proposal.** The Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Work. The terms of this standard agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions.
2. **Term.** The term of this Agreement shall be from 1-1-2012 through 12-31-2015, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** City agrees to compensate the Consultant for the services as described in Exhibit A as follows:
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
 - c. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
4. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - a. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall

obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.

- b. **Consideration of the Consultant's Work.** The City shall give thorough consideration to all memorandums, opinions, reports, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
 - c. **Standards.** The City shall furnish the Consultant with a copy of any standard or criteria that may be required in the performance of the Work.
 - d. **Owner's Representative.** The City Manager shall act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
- a. **Progress Payment.** The Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.
 - b. **Payments for Special Consultants.** The Consultant shall be reimbursed for the work of special consultants, as described in Section 3B, and for other items when authorized in writing by the City.
 - c. **Claims.** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
6. **Project Manager and Staffing.** The Consultant has designated Mark G. Gaughan to perform the Work. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace these designated staff from the Project without the approval of the City, unless Consultant replaces such person with another capable person.
7. **Performance Evaluation.** The parties agree that a performance evaluation shall be conducted annually.

8. **Standard of Care.** All Work performed pursuant to this Agreement shall be in accordance with the standard of care in Ramsey County, Minnesota for professional services of the like kind.
9. **Audit Disclosure.** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval, unless otherwise required under Minnesota law. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.
10. **Termination.** This Agreement may be terminated by either party by thirty (30) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the work identified in Paragraph 1.
11. **Subcontractor.** The consultant may enter into subcontracts for services provided under this Agreement. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
12. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
13. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
14. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
15. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.
16. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

17. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
18. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
19. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
20. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.
21. **Insurance.** Consultant shall procure and maintain the following minimum insurance coverages and limits of liability during the pendency of this Agreement:
- A. Worker's Compensation Statutory Limits
 - B. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide an aggregate limit of at least \$2,000,000. Said policy shall not name the City as an insured. **A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 20, must be filed with City prior to the start of Consultant's Work.** Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

- C. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity in this subparagraph 20 C, the City may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company

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

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

23. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Service Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

24. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.

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

Executed as of the day and year first written above.

CITY OF ROSEVILLE

City Manager

ERICKSON, BELL, BECKMAN & QUINN, P. A.

By: _____

Its: _____

Exhibit A

Civil Attorney

Scope of Services and Compensation

Scope of Services

1. Attend all City Council meetings (generally three per month) and other City Board, Commission or Committee meetings as requested by the City Council or City Manager.
2. Draft and review ordinances, resolutions, and correspondence, as requested.
3. Review selected Council and Planning Commission agenda items and minutes.
4. Advise Mayor, Council Members, City Manager, Department Heads and other staff on City legal matters.
5. Prepare and/or review municipal contracts, such as contracts for public improvements, joint powers of agreements, construction, and purchase of equipment.
6. Represent City in matters related to the enforcement of City building and zoning codes.
7. Research and submit legal opinions on municipal or other legal matters, as requested by City Council or City Manager.
8. Meet with the City Council, City Manager, Department Heads and City Staff, as needed, to review Council agenda items, and the status of all legal matters before the City.
9. Hold office hours at City Hall one morning or afternoon each week.
10. Provide legal briefings as requested to City Council and Staff regarding new or proposed legislation or new court cases affecting municipal operations and activities.
11. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.
12. Provide advice on open meeting law, data practice, records retention and privacy issues.
13. Provide advice on and represent the City in employment, workers' compensation and labor relations issues, including negotiations, administrative hearings and mediation, but excluding arbitration and litigation.
14. Interpret, advise and provide training with respect to municipal employment matters including but not limited to PERA, labor agreements, personnel policy, FLSA, Veterans' Preference, and unemployment compensation.

15. At the City's discretion (as well as the discretion of any insurance company providing coverage), represent the City in matters related to, but not limited to, human rights claims; condemnation; and permits and administrative actions; excluding litigation.
16. In coordination with other attorneys representing the City on a case-by-case or project-by-project basis, review financing arrangements, special assessments, bonds and insurance requirements required by or for City contracts or activities, and interpret and advise the City regarding State land use statutes and regulations and City Code provisions.
17. Provide advice on and represent the City in the acquisition of real property for public purposes (public improvements, easements, parks, etc.), excluding condemnation proceedings.
18. Prepare and review the following: Conditional Use Permits and Documentation; Vacation of Rights-of-Way; and other land use approval documents.
19. Issue formal and informal advisory Ethics opinions, and assist the Roseville Ethics Commission, City Council and City Staff in matters related to the City Ethics Code, including providing training.

Compensation for the foregoing work shall be as follows:

Retainer:	Per Month
Months 1-12	\$14,667.00
Months 13-24	\$15,107.00
Months 25-36	\$15,560.00

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

The parties agree to review the compensation increases for Months 13-24 on or before July 1, 2013 and for Months 25-36 on or before July 1, 2014. In the event that the parties determine that such increases are not justified due to the then existing economic conditions and inflationary factors the parties shall reduce such increases downward by an amount mutually agreeable to the parties.

REQUEST FOR COUNCIL ACTION

Date: 12-10-12
Item No.: 12.e

Department Approval

City Manager Approval

PT/DM



Item Description: **Community Development Department Request to Issue a Ramsey County Court Citation for Unresolved Violations of Roseville's City Code at 1927 Rosedale Drive.**

BACKGROUND

- The property is a rental single family home.
- The current owners are Charles Daws, 5125 Pineview Lane N, Plymouth, MN 55442; and Michael Haus, 2217 Liberty Lane, Eagan, MN 55122, who do not live at the property.
- Current violations include:
 - o Outside storage of windows, table stand, rotten wood, wire mesh, gutters and downspouts, concrete rubble and bricks, wooden pallet, flat stones, PVC piping, improperly stored firewood (violation of City Code Sections 407.02.D, 407.03.H, 407.03.G, and 407.02.M.2).
 - o Peeling paint on garage door (violation of City Code Section 906.05.C).
- This complaint was initiated from neighbors.
- A status update, including pictures, will be provided at the Council hearing.

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

- The City Code violations at 1927 Rosedale Drive could negatively impact the property values of the surrounding properties.

- The issuance of a Ramsey County Court Citation would involve no monetary outlays by the City as the prosecuting attorney handles these cases as part of their contract.

STAFF RECOMMENDATION

Staff recommends that the Council direct Community Development staff to issue a Ramsey County Court Citation to Charles Daws and Michael Haus for violation of Roseville's City Code at 1927 Rosedale Drive.

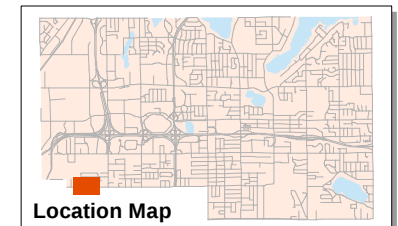
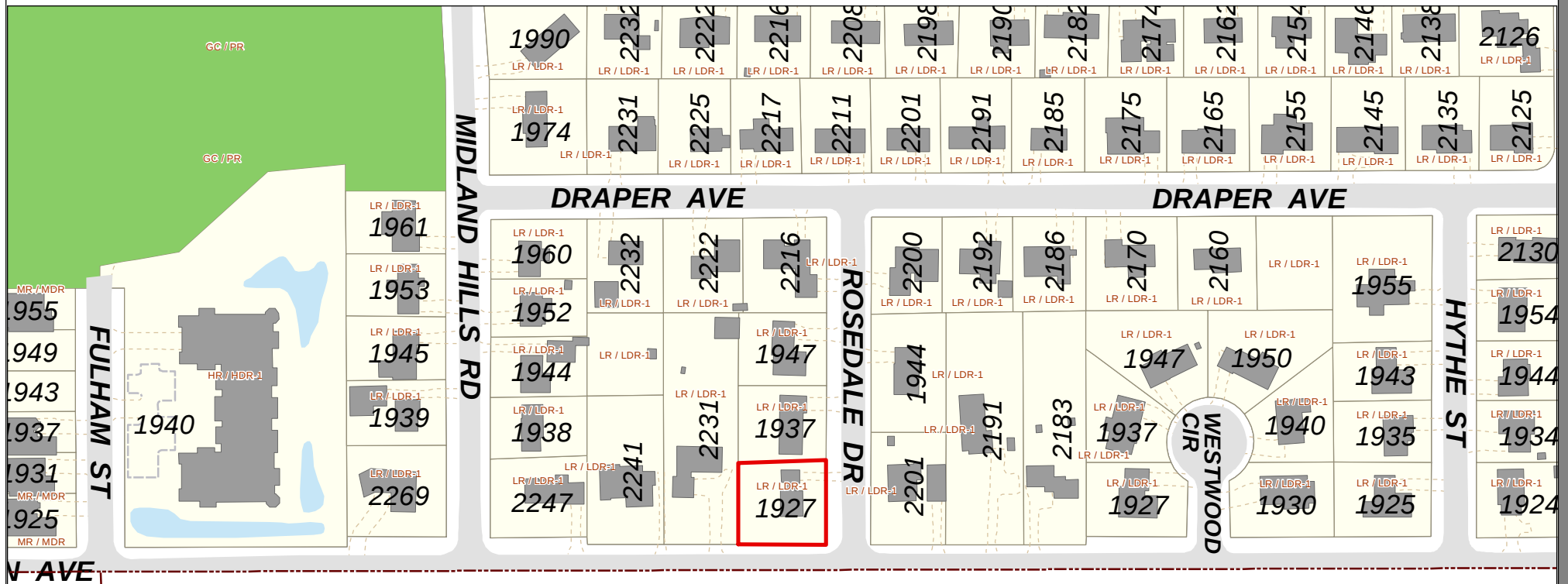
REQUESTED COUNCIL ACTION

Direct Community Development staff to issue a Ramsey County Court Citation to Charles Daws and Michael Haus for violation of Roseville's City Code at 1927 Rosedale Drive.

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 1927 Rosedale Drive
B. Photo of Windows
C. Photo of Garage Door
D. Photo of Wood Pile

1927 Rosedale Dr



Prepared by:
Community Development Department
Printed: November 14, 2012



Site Location

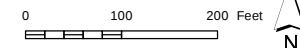
LR / LDR-1 Comp Plan / Zoning Designations

Data Sources

* Ramsey County GIS Base Map (10/31/2012)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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ATTACHMENT B



ATTACHMENT C



ATTACHMENT D



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12-10-12

Item No.: 12.†

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 1432 Eldridge Avenue**

BACKGROUND

- The subject property is an owner-occupied single-family detached home.
- The current owner is Rich Jewett who resides in the home.
- Current violation includes:
 - A utility trailer stored permanently in a front yard driveway (violation of City Code Section 407.03.Q).
- Mr. Jewett wishes to appeal the decision of staff to Council due to the hardship of site constraints of his property.
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

City Abatement:

The abatement would take the form of a vehicle impound:

- Impound utility trailer (no cost to City): \$ 0.00

Total: \$ 0.00

27 **STAFF RECOMMENDATION**

28 Staff recommends that the Council direct Community Development staff to impound the utility trailer if
29 not removed by January 10, 2013.

30 **REQUESTED COUNCIL ACTION**

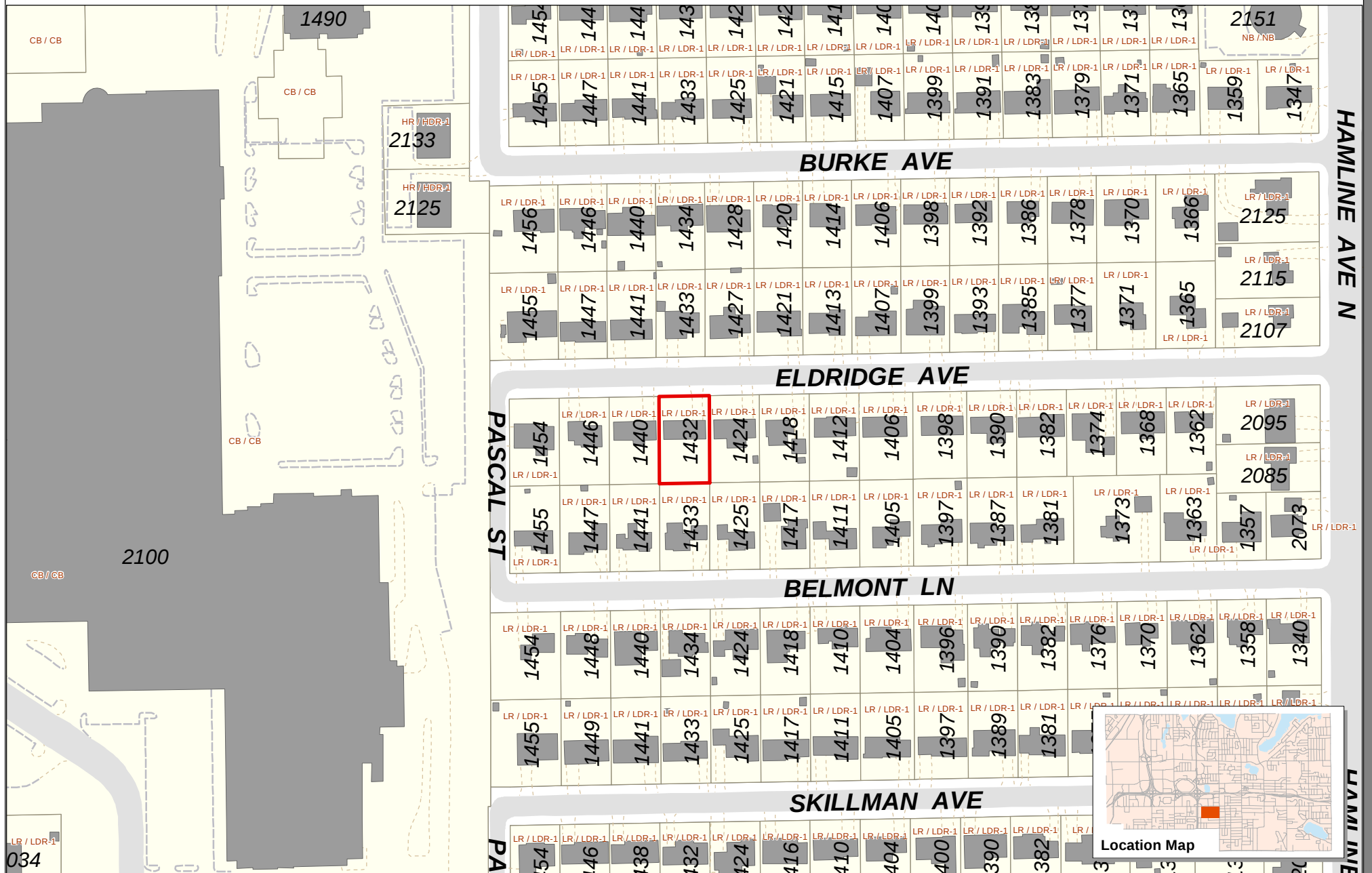
31 Direct Community Development staff to impound the utility trailer if not removed by January 10, 2013.

32

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 1432 Eldridge
B: Photo – Utility Trailer

1432 Eldridge Ave



Prepared by:
Community Development Department
Printed: November 14, 2012

Site Location

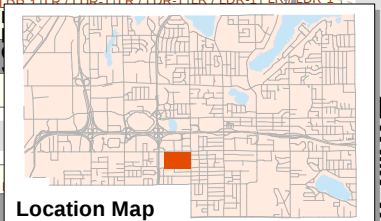
Comp Plan / Zoning
Designations

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0 100 200 Feet

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ATTACHMENT B



REQUEST FOR COUNCIL ACTION

Date: 12-10-12
Item No.: 12 . g

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 1863 Chatsworth Street**

BACKGROUND

- The subject property is an owner-occupied single-family detached home.
- The current owner is McAdam Majors who resides in the home.
- Current violations include:
 - Various lumber, jack, car parts, bucket, tarp and tires (violation of City Code Sections 407.02.D. and 407.03.H).
 - Unlicensed/inoperable vehicles: blue SUV plate #821ETL, grey Audi plate #MSP579, blue Corvette plate #207JUG, and black 300 ZX (violation of City Code Section 407.02.O).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Removal and disposal of junk/debris: \$500.00
- Impounding unlicensed/inoperable vehicles (no cost to City): \$ 0.00

Total: \$500.00

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

33 **STAFF RECOMMENDATION**

34 Staff recommends that the Council direct Community Development staff to abate the above referenced
35 public nuisance violations at 1863 Chatsworth Street.

36 **REQUESTED COUNCIL ACTION**

37 Direct Community Development staff to abate the public nuisance violations at 1863 Chatsworth Street
38 by hiring a general contractor to remove and dispose of junk/debris, and impound the
39 unlicensed/inoperable vehicles.

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

42

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 1863 Chatsworth Street
B: Photo – Junk/Debris
C: Vehicles

ATTACHMENT A

1863 Chatsworth St



Prepared by:
Community Development Department
Printed: November 14, 2012

Site Location

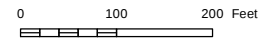
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Attachment B



Attachment C

