City of ROSEVILLE Minnesota, USA

City Council Agenda

Monday, October 19, 2009
6:00 p.m.
City Council Chambers
(Times are Approximate)

6:00 p.m. **1. Roll Call**

Voting & Seating Order for
October: Ihlan, Roe, Johnson, Pust, Klausing

6:02 p.m. **2. Approve Agenda**

6:05 p.m. **3. Public Comment**

6:10 p.m. **4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report**

. **5. Recognitions, Donations, Communications**

6:15 p.m. **6. Approve Minutes**

a. Approve Minutes of October 12, 2009 Meeting

6:20 p.m. **7. Approve Consent Agenda**

a. Approve Payments

b. Approve General Purchases and Sale of Surplus items in excess of $5000

c. Receive 2009 3rd Quarter Financial Update

d. Adopt a Resolution Authorizing the Police Department to participate with Ramsey County Sheriff's Office to receive a Minnesota Department of Public Safety 2009-2010 Safe and Sober Grant

e. Adopt a Resolution Authorizing Execution of the 2009 American Recovery and Reinvestment (ARRA) $400,032 Grant Agreement

f. Approve Law Enforcement Technology Group (LETG) Software and Equipment Services Agreement

g. Approve Law Enforcement Technology Group (LETG) Maintenance Support Agreement

6:30 p.m.	**8.**	**Consider Items Removed from Consent**
	9.	**General Ordinances for Adoption**
	10.	**Presentations**
6:40 p.m.		a. Receive Springsted Report
7:00 p.m.		b. 2010 Budget Prioritization Process - Phase #1 - Continued
8:30 p.m.	**11.**	**Public Hearings**
		a. Conduct a Public Hearing for Amarose Convenience Store, 1595 West Highway 36,Off-Sale 3.2% Malt Liquor License Application
	12.	**Business Items (Action Items)**
8:40 p.m.		a. Consider the Amarose Convenience Store, 1595 West Highway 36,Off-Sale 3.2% Malt Liquor License Application
8:45 p.m.		b. Consider 2010 City Benefits Insurance Renewals & Cafeteria Plan Contributions
9:05 p.m.		c. Approve City Abatement for Unresolved Violations of City Code at 807 Sandhurst Drive
9:15 p.m.		d. Approve City Abatement for Unresolved Violations of City Code at 681 Lovell
9:25 p.m.		e. Adopt a Resolution adopting the 2030 Comprehensive Plan and Tier II Comprehensive Sewer Plan
9:40 p.m.		f. Consider Acquisition of portions of property at 2785 Fairview Avenue for Road and Infrastructure Purposes
	13.	**Business Items – Presentations/Discussions**
9:50 p.m.	**14.**	**City Manager Future Agenda Review**
9:55 p.m.	**15.**	**Councilmember Initiated Items for Future Meetings**
	16.	**Adjourn**

Some Upcoming Public Meetings………

Tuesday	Oct 20	6:00 p.m.	Housing & Redevelopment Authority
Monday	Oct 26	6:00 p.m.	City Council Meeting
Tuesday	Oct 27	6:30 p.m.	Public Works, Environment & Transportation Commission
Tuesday	Oct 27	6:00 p.m.	Human Rights Forum – Roseville Skating Center
Monday	Nov 2	6:30 p.m.	Parks & Recreation Commission
Wednesday	Nov 4	6:30 p.m.	Planning Commission

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

Date: 10/20/09
Item: 6.a
Minutes of 10/12/09

No Attachment

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 10/19/2009
Item No.: 7.a

Department Approval

City Manager Approval

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	$1,043,551.41
56584—56642	$587,979.19
Total	$1,631,530.60

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

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

Accounts Payable
Checks for Approval

User: mjenson
Printed: 10/14/2009 - 9:51 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	10/07/2009	Recreation Fund	Operating Supplies	Office Depot- ACH	Youth Soccer Supplies	3.63
0	10/07/2009	P & R Contract Mantenance	Operating Supplies	Central Power Distributor-ACH	LB Spools	89.51
0	10/07/2009	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Tools	85.48
0	10/07/2009	Recreation Fund	Operating Supplies	Michaels-ACH	Frames	38.51
0	10/07/2009	General Fund	Conferences	MN GFOA-ACH	Annual Conference-Davitt, Nutzmann	450.00
0	10/07/2009	Recreation Fund	Operating Supplies	Staples-ACH	Sports Certificate Paper	46.57
0	10/07/2009	Recreation Fund	Professional Services	Grand Rios- ACH	Field Trip	563.19
0	10/07/2009	General Fund	Training	MNSCU-ACH	Training Class	95.00
0	10/07/2009	Police Forfeiture Fund	Professional Services	J & N Tactical, LLC-ACH	Flash Bang Pole, Clamp Head	770.57
0	10/07/2009	Police Forfeiture Fund	Use Tax Payable	J & N Tactical, LLC-ACH	Sales/Use Tax	-49.57
0	10/07/2009	Police Forfeiture Fund	Professional Services	PayPal-ACH	Tactical Balls	97.87
0	10/07/2009	Police Forfeiture Fund	Use Tax Payable	PayPal-ACH	Sales/Use Tax	-6.30
0	10/07/2009	General Fund	Operating Supplies	Best Buy- ACH	Damaged Camera Replacement	160.68
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Preschool, Cooking Supplies	73.69
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Mixer for Cooking Class	16.59
0	10/07/2009	General Fund	Op Supplies - City Hall	Amazon.com- ACH	Garden Problem Solver Book	36.27
0	10/07/2009	General Fund	209001 - Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-2.33
0	10/07/2009	Recreation Fund	Professional Services	NRPA-ACH	Webinar	30.00
0	10/07/2009	General Fund	Contract Maintenance Vehicles	Rosedale Automotive-ACH	Vehicle Repairs	119.84
0	10/07/2009	Storm Drainage	Operating Supplies	Joe's Sporting Goods-ACH	Life Vests	34.26
0	10/07/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Conduit Pieces	41.06
0	10/07/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Cleaning Supplies	39.09
0	10/07/2009	Recreation Fund	Operating Supplies	Little Caesars-ACH	Pizza for LIT End of Year Party	32.14
0	10/07/2009	Sanitary Sewer	Operating Supplies	O'Reilly Automotive-ACH	Electric Cleaner	5.67
0	10/07/2009	Pathway Maintenance Fund	Operating Supplies	Fastenal-ACH	Concrete Pavers	34.64
0	10/07/2009	Golf Course	Operating Supplies	Crown Awards-ACH	Golf League Trophies	210.81
0	10/07/2009	Golf Course	Use Tax Payable	Crown Awards-ACH	Sales/Use Tax	-13.56
0	10/07/2009	Boulevard Landscaping	Operating Supplies	Menards-ACH	Weed Killer	42.29
0	10/07/2009	Water Fund	Operating Supplies	Menards-ACH	Sand Mix	29.18
0	10/07/2009	Water Fund	Operating Supplies	North Hgts Hardware Hank-ACH	Booster	8.03
0	10/07/2009	Golf Course	Merchandise For Sale	Cub Foods- ACH	Water	7.00
0	10/07/2009	Recreation Fund	Operating Supplies	Cub Foods- ACH	Teens LIT Program	30.09

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Puppet Supplies	10.00
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Mosquito Festival Supplies	29.78
0	10/07/2009	Recreation Fund	Professional Services	Chanhassen Dinner-ACH	Adult Trip	2,058.00
0	10/07/2009	Recreation Fund	Professional Services	Chanhassen Dinner-ACH	Credit	-1,958.00
0	10/07/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Paper, Folders	66.36
0	10/07/2009	License Center	Computer Equipment	Crucial.Com-ACH	Memory Upgrade	23.55
0	10/07/2009	General Fund	Contract Maintenance	Grainger-ACH	Station Maintenance Supplies	63.87
0	10/07/2009	Pathway Maintenance Fund	Operating Supplies	Suburban Ace Hardware-ACH	Concrete Pavers	18.40
0	10/07/2009	Recreation Fund	Operating Supplies	Michaels-ACH	Chess Board Supplies	87.52
0	10/07/2009	Recreation Fund	Operating Supplies	Michaels-ACH	Frames	15.38
0	10/07/2009	Recreation Fund	Operating Supplies	Office Depot- ACH	Envelopes	10.70
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Summer Options Supplies	270.36
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Summer Options Supplies	15.00
0	10/07/2009	Recreation Fund	Professional Services	Mn Twins-ACH	Summer Spectacular Field Trip	231.00
0	10/07/2009	Police Forfeiture Fund	Professional Services	Blackhawk Products-ACH	87G3JKAU	1,043.30
0	10/07/2009	Police Forfeiture Fund	Use Tax Payable	Blackhawk Products-ACH	Sales/Use Tax	-67.11
0	10/07/2009	Police Forfeiture Fund	Professional Services	Blackhawk Products-ACH	87G3PTAU	1,043.30
0	10/07/2009	Police Forfeiture Fund	Use Tax Payable	Blackhawk Products-ACH	Sales/Use Tax	-67.11
0	10/07/2009	General Fund	Operating Supplies	North Hgts Hardware Hank-ACH	Sledge Hammer	25.70
0	10/07/2009	Recreation Fund	Operating Supplies	Staples-ACH	Supplies	10.70
0	10/07/2009	Recreation Fund	Professional Services	Bunker Park Stable, Inc-ACH	Field Trip	976.98
0	10/07/2009	Recreation Fund	Operating Supplies	Barnes & Noble-ACH	Books for HANC	225.13
0	10/07/2009	P & R Contract Mantenance	Operating Supplies	Menards-ACH	Boardwalk Supplies	96.80
0	10/07/2009	P & R Contract Mantenance	Operating Supplies	Menards-ACH	Hardware	44.68
0	10/07/2009	General Fund	Op Supplies - City Hall	Amazon.com- ACH	Garden Problem Solver Book	31.51
0	10/07/2009	General Fund	209001 - Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-2.03
0	10/07/2009	General Fund	Vehicle Supplies	Target- ACH	Vehicle Supplies	74.81
0	10/07/2009	Recreation Fund	Operating Supplies	Joe's Sporting Goods-ACH	Fishing Contest Gift Card	10.00
0	10/07/2009	Recreation Fund	Operating Supplies	Goodwill-ACH	Tennis Racket, Cooking Pot	8.01
0	10/07/2009	Pathway Maintenance Fund	Operating Supplies	Tessman Seed Co-ACH	Grass Seed	302.40
0	10/07/2009	P & R Contract Mantenance	Operating Supplies	Menards-ACH	Treated Wood	109.21
0	10/07/2009	Recreation Fund	Operating Supplies	Michaels-ACH	Craft Supplies	35.88
0	10/07/2009	Golf Course	Operating Supplies	Party America-ACH	Banquet Supplies	16.06
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Preschool Program Supplies	75.00
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Summer Options Supplies	70.56
0	10/07/2009	Recreation Improvements	CP Amphitheater	Brock White -ACH	Caulking Supplies	22.80
0	10/07/2009	General Fund	Employee Recognition	Byerly's- ACH	Cake for Chief Sletner	61.99
0	10/07/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Conduit Coupling	7.32
0	10/07/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Conduit	108.40
0	10/07/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Conduit	59.01
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Credit	-141.97
0	10/07/2009	General Fund	Training	Boston Market-ACH	DH Retreat	66.52
0	10/07/2009	Police Forfeiture Fund	Professional Services	LA Police Gear, Inc.-ACH	Munitions Bag	148.39
0	10/07/2009	Police Forfeiture Fund	Use Tax Payable	LA Police Gear, Inc.-ACH	Sakes/Use Tax	-9.55

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	10/07/2009	General Fund	Conferences	MN GIS-ACH	Conference Registration	235.00
0	10/07/2009	License Center	Office Supplies	Sony- ACH	Media	923.40
0	10/07/2009	License Center	Use Tax Payable	Sony- ACH	Sales/Use Tax	-59.40
0	10/07/2009	General Fund	Training	E Republic Inc-ACH	Digital Government Summit	25.00
0	10/07/2009	General Fund	Operating Supplies	Byerly's- ACH	Refreshments-Intern Brown's Last Day	10.98
0	10/07/2009	General Fund	Telephone	Batteries Plus-ACH	Phone Battery	35.26
0	10/07/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Quikcrete	53.81
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Puppets	20.91
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Program Supplies, Cleaners	197.17
0	10/07/2009	Recreation Fund	Operating Supplies	Target- ACH	Tea Lights	4.88
0	10/07/2009	General Fund	Training	U of M CCE Online-ACH	Conference Registration	85.00
0	10/07/2009	Community Development	Memberships & Subscriptions	APA Online-ACH	Membership Renewals	339.00
0	10/07/2009	Recreation Fund	Operating Supplies	Northern Battery-ACH	Battery	85.02
0	10/07/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Couplings, Box	10.81
0	10/07/2009	Information Technology	Operating Supplies	Amazon.com- ACH	Bulkhead and Connectors	20.73
0	10/07/2009	Information Technology	Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-1.33
0	10/07/2009	Information Technology	Operating Supplies	Amazon.com- ACH	Mega-Pro Tool	89.56
0	10/07/2009	Information Technology	Use Tax Payable	Amazon.com- ACH	Mega-Pro Tool	-5.76
					Check Total:	10,518.55
0	10/08/2009	G.O. Bond Issue #23 (97 & 0	Interest Expense	Depository Trust Agency- ACH	Debt Service Payment	9,943.75
0	10/08/2009	G.O. Bond Issue # 25 (1999)	Bond Interest Payment	Depository Trust Agency- ACH	Debt Service Payment	22,515.00
0	10/08/2009	GO Bonds #27 (2003)	Bond Interest Payment	Depository Trust Agency- ACH	Debt Service Payment	138,473.13
0	10/08/2009	GO Equipment Certif (2008A	Bond Interest Payment	Depository Trust Agency- ACH	Debt Service Payment	82,105.32
0	10/08/2009	Internal Service - Interest	Investment Income	RVA- ACH	August Interest	500.18
0	10/08/2009	Water Fund	Water - Roseville	City of Roseville- ACH	Sept Water	607.91
0	10/08/2009	General Fund	Postage	Pitney Bowes - Monthly ACH	September Postage	3,000.00
0	10/08/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 9/8 Payroll	18,490.07
0	10/08/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 9/22 Payroll	13,496.41
0	10/08/2009	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 9/8 Paryroll	4,108.46
0	10/08/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 9/8 Payroll	29,019.38
0	10/08/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 9/8 Payroll	37,756.47
0	10/08/2009	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 9/8 Payroll	8,168.13
0	10/08/2009	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 9/8 Payroll	41,392.18
0	10/08/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 9/8 Payroll	25,295.34
0	10/08/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 9/8 Payroll	25,295.34
0	10/08/2009	Sanitary Sewer	Credit Card Service Fees	Applied Merchant Services-ACH	August UB Payments.com Charges	407.22
0	10/08/2009	Recreation Fund	Credit Card Fees	US Bank-ACH	August Terminal Charges	42.95
0	10/08/2009	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	August Terminal Charges	661.67
0	10/08/2009	Golf Course	Credit Card Fees	US Bank-ACH	August Terminal Charges	662.52
0	10/08/2009	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	August Terminal Charges	45.00
0	10/08/2009	General Fund	Motor Fuel	MN Dept of Revenue-ACH	Fuel Tax	212.74
0	10/08/2009	Sanitary Sewer	Vehicles / Equipment	Roseville License Center-ACH	Vehicle Licensing	1,370.88

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	10/08/2009	Westwood Village I HIA	Other Improvements	Commercial Partners Title, LLC	Westwood Village (Eagle Siding) App #2	305,327.70
0	10/08/2009	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	111.43
0	10/08/2009	General Fund	209001 - Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	422.40
0	10/08/2009	Information Technology	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	17.92
0	10/08/2009	Info Tech/Contract Cities	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	39.52
0	10/08/2009	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	1,651.90
0	10/08/2009	Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	357.24
0	10/08/2009	P & R Contract Mantenance	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	58.84
0	10/08/2009	P & R Contract Mantenance	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	66.78
0	10/08/2009	License Center	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	431.53
0	10/08/2009	License Center	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	25.70
0	10/08/2009	Police - DWI Enforcement	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	58.67
0	10/08/2009	Recreation Improvements	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	385.12
0	10/08/2009	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	4.70
0	10/08/2009	Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	34,886.57
0	10/08/2009	Water Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	8.44
0	10/08/2009	Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	-91.00
0	10/08/2009	Golf Course	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	39.06
0	10/08/2009	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	98.62
0	10/08/2009	Solid Waste Recycle	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	11.45
0	10/08/2009	Solid Waste Recycle	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Aug 2009	10.11
0	10/08/2009	General Fund	210300 - State Income Tax W/H	Wisconsin Dept of Rev-ACH	Payroll Deduction for Sept 09	1,021.12
0	10/08/2009	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 9/22 Paryroll	4,222.02
0	10/08/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 9/22 Payroll	30,035.59
0	10/08/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 9/22 Payroll	39,168.51
0	10/08/2009	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 9/22 Payroll	8,519.17
0	10/08/2009	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 9/22 Payroll	28,340.09
0	10/08/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 9/22 Payroll	24,749.90
0	10/08/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 9/22 Payroll	24,749.90
0	10/08/2009	Water Fund	Water - Roseville	City of Roseville- ACH	Sept Water	30,902.81
					Check Total:	999,201.86
0	10/08/2009	Telephone	Telephone	FSH Communications-LLC	Payphone Advantage	64.13
0	10/08/2009	Recreation Fund	Contract Maintenance	R & R Specialties Inc	Switch, Labor	594.96
0	10/08/2009	Water Fund	Professional Services	Elecsys International Corp.	Software Support Fee-Nov 2009	93.65
0	10/08/2009	Water Fund	Use Tax Payable	Elecsys International Corp.	Sales/Use Tax	-6.02
0	10/08/2009	Municipal Jazz Band	Professional Services	Glen Newton	BIg Band Director Sept 2009	225.00
0	10/08/2009	Community Development	Transportation	Thomas Paschke	Mileage Reimbursement	70.95
0	10/08/2009	General Fund	Minor Equipment	Margaret Driscoll	Reimbursement for Coffee Supplies	75.01
0	10/08/2009	Recreation Fund	Transportation	Jill Anfang	Mileage Reimbursement	473.00
0	10/08/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	166.15
0	10/08/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 10/6 Payroll	5,504.18

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	10/08/2009	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for Sept	80.00
0	10/08/2009	General Fund	210600 - Union Dues Deduction	Local Teamsters #320	Payroll Deduction for 10/6 Payroll	578.24
0	10/08/2009	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association	Payroll Deduction for Oct Payroll	1,249.32
0	10/08/2009	License Center	Transportation	Jill Theisen	Mileage Reimbursement	235.40
0	10/08/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,000.00
0	10/08/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	299.72
0	10/08/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.62
0	10/08/2009	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections Sept 09	5,494.64
0	10/08/2009	Recreation Fund	Transportation	Jeff Evenson	Mileage Reimbursement	146.85
0	10/08/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	533.49
0	10/08/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-Nov 09	4,200.00
0	10/08/2009	Workers Compensation	Professional Services	SFM Risk Solutions	Work Comp Administration	489.00
0	10/08/2009	Recreation Fund	Operating Supplies	Brock White Co	Anchor Bolt	30.00
0	10/08/2009	General Fund	Contract Maintenance	Metro Garage Door Co, Inc.	Garage Door Repair	161.95
0	10/08/2009	Boulevard Landscaping	Operating Supplies	Aggregate Industries, Inc.	Concrete Sand	333.12
0	10/08/2009	General Fund	Vehicle Supplies	MacQueen Equipment	2009 Blanket PO for Vehicle Repairs	581.86
0	10/08/2009	General Fund	Vehicle Supplies	MacQueen Equipment	2009 Blanket PO for Vehicle Repairs	658.98
0	10/08/2009	Recreation Fund	Operating Supplies	Sherwin Williams	Paint, Brushes	27.71
0	10/08/2009	Recreation Fund	Operating Supplies	North Heights Hardware Hank	Supplies	16.22
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	31.00
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	31.00
0	10/08/2009	Information Technology	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	62.00
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	61.67
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	682.00
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	31.00
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	31.00
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	62.00
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	62.00
0	10/08/2009	Recreation Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	31.00
0	10/08/2009	P & R Contract Mantenance	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	93.00
0	10/08/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	31.00
0	10/08/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	31.00
0	10/08/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	31.00
0	10/08/2009	License Center	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	154.67
0	10/08/2009	Sanitary Sewer	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	62.00
0	10/08/2009	Water Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	93.00
0	10/08/2009	Storm Drainage	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	61.67
0	10/08/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	-1,642.01
0	10/08/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Sept 2009	6,712.00
0	10/08/2009	General Fund	Contract Maintenance Vehicles	Emergency Apparatus Maint. Inc	Engine 11 Repair	760.47
0	10/08/2009	General Fund	Contract Maint. - City Garage	Davis Lock & Safe Inc	Latchlock	157.43
0	10/08/2009	General Fund	Contract Maintenance	Total Tool	C&H Inspections	149.98
0	10/08/2009	Golf Course	Operating Supplies	Hornungs Pro Golf Sales, Inc.	Golf Supplies	65.34
0	10/08/2009	Golf Course	Merchandise For Sale	Hornungs Pro Golf Sales, Inc.	Golf Supplies for Resale	28.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	10/08/2009	Golf Course	Use Tax Payable	Hornungs Pro Golf Sales, Inc.	Sales/Use Tax	-4.20
0	10/08/2009	Recreation Fund	Operating Supplies	Grainger Inc	Ear Plugs	78.68
0	10/08/2009	Storm Drainage	Professional Services	Greenhaven Printing	Leaf Cards	1,609.54
0	10/08/2009	Storm Drainage	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-103.54
0	10/08/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	White Rolls, Toilet Tissue	437.65
0	10/08/2009	Recreation Fund	Operating Supplies	Fastenal-ACH	BAB 3/4	95.69
0	10/08/2009	Water Fund	Operating Supplies	Northern Water Works Supply	Stop Wrench	81.23
					Check Total:	33,831.00
56584	10/08/2009	HRA Property Abatement Pr	Payments to Contractors	A1A Containers & Cleanups, Inc	Debris Abatement	1,657.50
					Check Total:	1,657.50
56585	10/08/2009	Recreation Fund	Fee Program Revenue	Mary Jane Addison	Dance Class Refund	186.00
56585	10/08/2009	Recreation Fund	Fee Program Revenue	Mary Jane Addison	Dance Class Refund	8.00
					Check Total:	194.00
56586	10/08/2009	Telecommunications	Operating Supplies	AE Sign Systems, Inc.	Name Plates	55.58
					Check Total:	55.58
56587	10/08/2009	Street Construction	09-02 Roselawn/HamlineVictoria	Asphalt Surface Tech, Corp	Roselawn Ave	84,662.87
56587	10/08/2009	Storm Drainage	09-02 Roselawn/HamlineVictoria	Asphalt Surface Tech, Corp	Roselawn Storm Sewer	20,892.18
56587	10/08/2009	Sanitary Sewer	09-02 Roselawn/HamlineVictoria	Asphalt Surface Tech, Corp	Roselawn Sanitary Sewer	11,400.01
56587	10/08/2009	Street Construction	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	MSA Mill & Overlays	227,762.49
56587	10/08/2009	Street Construction	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	City Mill & Overlays	125,339.32
56587	10/08/2009	Sanitary Sewer	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	M & O Sanitary Sewer	603.20
56587	10/08/2009	Sanitary Sewer	Cleveland Ave Reconstruct	Asphalt Surface Tech, Corp	Cleveland Ave Sanitary Sewer	25,329.51
56587	10/08/2009	Recreation Improvements	RSC Arena Perimeter	Asphalt Surface Tech, Corp	John Rose Oval	3,990.01
					Check Total:	499,979.59
56588	10/08/2009	Recreation Fund	Contract Maintenance	Biolawn	Fertilizer	317.42
					Check Total:	317.42
56589	10/08/2009	Solid Waste Recycle	Operating Supplies	Blue Sky Guide	2010 Guide	55.00
					Check Total:	55.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56590	10/08/2009	Sanitary Sewer	09-02 Roselawn/HamlineVictoria	Thelma Boeder	Driveway Construction Reimbursement	271.25
					Check Total:	271.25
56591	10/08/2009	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	Window Cleaning-License Center	29.00
					Check Total:	29.00
56592	10/08/2009	Information Technology	Operating Supplies	CDW Government, Inc.	Pentax Pocket Jet-Customer #-6240869	346.41
56592	10/08/2009	Information Technology	Operating Supplies	CDW Government, Inc.	CP Case-Customer #-6240869	64.54
56592	10/08/2009	Telephone	Equipment Reserve Fund	CDW Government, Inc.	Telephone Server-Customer #-6240869	2,078.53
					Check Total:	2,489.48
56593	10/08/2009	Recreation Fund	Deposits - Arboretum Bricks	Central Park Foundation	Revenue Reimbursement	218.00
					Check Total:	218.00
56594	10/08/2009	General Fund	Medical Services	ChoicePoint Services, Inc.	Annual Enrollment Charges	96.00
					Check Total:	96.00
56595	10/08/2009	General Fund	Training	City of St. Michael	GPRS Meeting	50.00
					Check Total:	50.00
56596	10/08/2009	General Fund	Vehicle Supplies	EMP	Thermometer	406.07
					Check Total:	406.07
56597	10/08/2009	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Blackdirt & Recycle	2009 Blanket PO for Black Dirt	112.22
56597	10/08/2009	Recreation Fund	Contract Maintenance	Fra-Dor Blackdirt & Recycle	2009 Blanket PO for Black Dirt	40.00
					Check Total:	152.22
56598	10/08/2009	Water Fund	Operating Supplies	General Industrial Supply Co.	Gloves, Vests, Safety Glasses	382.93
					Check Total:	382.93
56599	10/08/2009	Municipal Jazz Band	Operating Supplies	Groth Music	Music Storage Envelopes	16.03

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	16.03
56600	10/08/2009	Information Technology	Operating Supplies	Hewlett-Packard Company	Optical Mouse	42.85
56600	10/08/2009	Contracted Engineering Svcs	Capital Equipment	Hewlett-Packard Company	Computer Equipment	1,839.33
					Check Total:	1,882.18
56601	10/08/2009	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Squeegee Blade	33.01
					Check Total:	33.01
56602	10/08/2009	Singles Program	Operating Supplies	Jean Hoffman	Singles Supplies	35.86
					Check Total:	35.86
56603	10/08/2009	Sanitary Sewer	09-02 Roselawn/HamlineVictoria	Steven Hoyer	Driveway Construction Reimbursement	166.25
					Check Total:	166.25
56604	10/08/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	[redacted]	337.77
					Check Total:	337.77
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	495.00
56605	10/08/2009	Information Technology	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	725.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	200.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	4,200.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	333.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	200.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	600.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	408.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	265.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	125.00
56605	10/08/2009	Telecommunications	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	253.00
56605	10/08/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	865.00
56605	10/08/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	200.00
56605	10/08/2009	P & R Contract Mantenance	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	415.00
56605	10/08/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	491.00
56605	10/08/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	90.00
56605	10/08/2009	Community Development	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	370.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56605	10/08/2009	Community Development	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	200.00
56605	10/08/2009	License Center	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	990.00
56605	10/08/2009	Sanitary Sewer	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	170.00
56605	10/08/2009	Water Fund	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	370.00
56605	10/08/2009	Golf Course	Employer Insurance	ING ReliaStar	High Deductabel Savings Acct-Oct 09	70.00
					Check Total:	12,035.00
56606	10/08/2009	Telephone	Telephone	Integra Telecom	Telephone	45.39
					Check Total:	45.39
56607	10/08/2009	General Fund	Operating Supplies City Garage	ISS Facility Services-Minneapo	Hand Sanitizer, Facial Tissue	74.72
56607	10/08/2009	General Fund	Op Supplies - City Hall	ISS Facility Services-Minneapo	White Board Cleaner	30.46
56607	10/08/2009	General Fund	Op Supplies - City Hall	ISS Facility Services-Minneapo	Flying Insect Aerosol	61.62
					Check Total:	166.80
56608	10/08/2009	Recreation Fund	Transportation	Anna Jones	Mileage Reimbursement	11.06
					Check Total:	11.06
56609	10/08/2009	General Fund	Miscellaneous	League MN Human Rights Comm	Membership Dues	178.50
					Check Total:	178.50
56610	10/08/2009	General Fund	210600 - Union Dues Deduction	LELS	Payroll Deduction for 10/6 Union Dues	1,596.00
					Check Total:	1,596.00
56611	10/08/2009	Sanitary Sewer	09-02 Roselawn/HamlineVictoria	Mark Lentsch	Driveway Construction Reimbursement	300.00
					Check Total:	300.00
56612	10/08/2009	General Fund	Contract Maint. - City Hall	Life Safety Systems	Annual Fire Alarm Inspection	726.75
56612	10/08/2009	P & R Contract Mantenance	Professional Services	Life Safety Systems	Annual Fire Alarm Inspection	293.91
					Check Total:	1,020.66
56613	10/08/2009	Golf Course	Advertising	Lillie Suburban Newspaper Inc	ROP Readers Choice	88.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	88.40
56614	10/08/2009	General Fund	210600 - Union Dues Deduction	Local Union 49	Payroll Deduction for Oct Union Dues	775.00
					Check Total:	775.00
56615	10/08/2009	TIF District #17-Twin Lakes	Professional Services	Lockridge Grindal Nauen P.L.L.	Twin Lakes Funding Assistance	5,000.00
					Check Total:	5,000.00
56616	10/08/2009	MN Islamic Cemetery	Contract Maintenance	MCC	Lawn/Tree Care	4,500.00
					Check Total:	4,500.00
56617	10/08/2009	HRA Property Abatement Pr	Payments to Contractors	David Melquist	Lawn Service-2663 Marion Street	107.13
					Check Total:	107.13
56618	10/08/2009	Recreation Fund	Operating Supplies	MIDC Enterprises	Box With Cover	110.68
56618	10/08/2009	Boulevard Landscaping	Operating Supplies	MIDC Enterprises	Nozzle, Valve	88.46
					Check Total:	199.14
56619	10/08/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Case #: 001023511002	292.00
					Check Total:	292.00
56620	10/08/2009	Water Fund	State surcharge - Water	MN Dep Pub Health-Water Supply	Water Supply Connection Fee-3rd Qrt 09	16,160.76
					Check Total:	16,160.76
56621	10/08/2009	Recreation Fund	Operating Supplies	Motion Industries Inc	Shaft Accessories	36.61
					Check Total:	36.61
56622	10/08/2009	Community Development	Professional Services	Mr. Handyman	Repairs at 2750 Snelling Drive	147.75
					Check Total:	147.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56623	10/08/2009	Information Technology	Contract Maintenance	MTG	Replace Cat 5e Uplink	1,237.38
56623	10/08/2009	Information Technology	Use Tax Payable	MTG	Sales/Use Tax	-43.38
					Check Total:	1,194.00
56624	10/08/2009	Sanitary Sewer	Professional Services	Networkfleet, Inc.	Monthly Service-Sept	89.86
					Check Total:	89.86
56625	10/08/2009	Recreation Fund	Professional Services	Bob Nielsen	Supervise Van Loading/Unloading	40.00
					Check Total:	40.00
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	76.95
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	76.95
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	153.90
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	76.95
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	192.38
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	76.95
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	106.88
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	33.36
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56626	10/08/2009	P & R Contract Mantenance	Rental	On Site Sanitation, Inc.	Regular Service	57.18
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56626	10/08/2009	Recreation Fund	Professional Services	On Site Sanitation, Inc.	Regular Service	40.61
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	163.90
56626	10/08/2009	P & R Contract Mantenance	Rental	On Site Sanitation, Inc.	Regular Service	20.31
56626	10/08/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	19.23
					Check Total:	1,339.21
56627	10/08/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	400.00
					Check Total:	400.00
56628	10/08/2009	Community Development	Vehicles / Equipment	POLAR CHEVROLET	Chevrolet Colorado	14,401.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	14,401.00
56629	10/08/2009	General Fund	211402 - Flex Spending Health	Premier Bank	HSA	916.42
56629	10/08/2009	General Fund	211405 - HSA Employer	Premier Bank	HSA	3.131.54
56629	10/08/2009	General Fund	211405 - HSA Employer	Premier Bank	HSA	57.70
					Check Total:	4,105.66
56630	10/08/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	134.66
56630	10/08/2009	Telephone	Telephone	Qwest	Telephone	56.71
56630	10/08/2009	Telephone	Telephone	Qwest	Telephone	370.03
56630	10/08/2009	Telephone	NSCC Telephone	Qwest	Telephone	202.79
					Check Total:	764.19
56631	10/08/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case #: CV 074555	368.03
					Check Total:	368.03
56632	10/08/2009	Storm Drainage	Contract Maintenance	Rick Johnson's Deer & Beaver I	Deer Removal	100.00
					Check Total:	100.00
56633	10/08/2009	Singles Program	Operating Supplies	Ron Rieschl	Singles Supplies	20.00
					Check Total:	20.00
56634	10/08/2009	Community Development	Deposits	RJ Ryan Construction	Construction Deposit Refund	3,600.00
					Check Total:	3,600.00
56635	10/08/2009	Recreation Fund	Professional Services	Rosetown Playhouse	Music Theatre Camp Organization	6.594.16
					Check Total:	6,594.16
56636	10/08/2009	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2009 Blanket PO for Vehicle Repairs	1,211.66
					Check Total:	1,211.66
56637	10/08/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Cut Grass Across From 1362 Eldridge	45.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56637	10/08/2009	Community Development	Professional Services	TMR Quality Lawn Service	Cut Grass Across From 1365 Eldridge	45.41
56637	10/08/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Cut Grass at 2560 Fry St	90.83
56637	10/08/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Cut Grass at 1430 W Brenner	69.46
56637	10/08/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Cut Grass at 1801 Centennial Dr	69.46
56637	10/08/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Cut Grass at 1803 Centennial Dr	69.46
					Check Total:	390.04
56638	10/08/2009	Recreation Fund	Operating Supplies	Toll Gas & Welding Supply	Oxygen	70.51
					Check Total:	70.51
56639	10/08/2009	Golf Course	Operating Supplies	US Bank	Ladies League Prize Money	300.00
					Check Total:	300.00
56640	10/08/2009	Recreation Fund	Operating Supplies	Wheeler Hardware Company	Strike V.D.	91.91
56640	10/08/2009	Recreation Fund	Use Tax Payable	Wheeler Hardware Company	Sales/Use Tax	-5.91
					Check Total:	86.00
56641	10/08/2009	Community Development	Deposits	Zawadski Homes	Construction Deposit Refund	750.00
					Check Total:	750.00
56642	10/08/2009	Boulevard Landscaping	Operating Supplies	Manomin Resawn Timbers	Saw Bollards	669.53
					Check Total:	669.53
					Report Total:	1,631,530.60

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 10/19/09
Item No.: 7.b

Department Approval

City Manager Approval

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

BACKGROUND

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

<u>General Purchases or Contracts</u>

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

Skating Ctr.	Floors by Beckers Inc.	New carpeting (a)	25,350.00
Parks & Rec	MN / Wisc Playground	Villa Play Area renovation (PIP)	49,999.00

(a) Funded with State Bonding monies

<u>Sale of Surplus Vehicles or Equipment</u>

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

Department	Item / Description
n/a	n/a

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

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

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

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 10/19/09
Item No.: 7.c

Department Approval — City Manager Approval

Item Description: 2009 3rd Quarter Financial Report

BACKGROUND

In an effort to keep the Council informed on the City's fiscal condition, a comparison of the 2009 revenues and expenditures for the period ending September 30, 2009 (unaudited) is shown below. This comparison is presented in accordance with the City's Operating Budget Policy, which reads (in part) as follows:

> *The Finance Department will prepare regular reports comparing actual expenditures to budgeted amounts as part of the budgetary control system. These reports shall be distributed to the City Council on a periodic basis.*

The comparison shown below includes those programs and services that constitute the City's core functions and for which changes in financial trends can have a near-term impact on the ability to maintain current service levels. Programs such as debt service and tax increment financing which are governed by pre-existing obligations and restricted revenues are not shown. In addition, expenditures in the City's vehicle and equipment replacement programs are not shown as these expenditures are specifically tied to pre-established sinking funds. Unlike some of the City's operating budgets, these sinking funds are not susceptible to year-to-year fluctuations. In these instances, annual reviews are considered sufficient.

The information is presented strictly on a cash basis which measures only the actual revenues that have been deposited and the actual expenditures that have been paid. This is in contrast with the City's audited year-end financial report which attempts to measure revenues earned but not collected, as well as costs incurred but not yet paid.

It should be noted that many of the City's revenue streams such as property taxes, are non-recurring or are received intermittently throughout the year. This can result in wide revenue fluctuations from month to month. In addition, some of the City's expenditures such as capital replacements are also non-recurring and subject to wide fluctuations. To accommodate these differences, a comparison is made to historical results to identify whether any new trends exist.

Citywide Revenue & Expenditure Comparison

The following table depicts the 2009 revenues and expenditures for the fiscal period ending September 30, 2009 for the City's core programs and services.

	2009 Budget	2009 Actual	% Actual	% Norm.	Diff.
Revenues					
General property taxes	$ 10,768,860	$ 5,420,002	50.3%	50.3%	0.0%
Intergovernmental revenue	864,000	319,287	37.0%	35.9%	1.0%
Licenses & permits	1,332,400	792,740	59.5%	73.9%	-14.4%
Charges for services	16,168,650	9,137,188	56.5%	58.2%	-1.6%
Fines and forfeits	286,000	126,986	44.4%	73.6%	-29.2%
Cable franchise fees	322,500	189,274	58.7%	60.1%	-1.4%
Rentals / Lease	325,675	253,670	77.9%	74.4%	3.5%
Donations	38,500	15,360	39.9%	50.4%	-10.5%
Interest earnings	434,860	-	0.0%	0.0%	n/a
Miscellaneous	508,550	157,394	30.9%	77.9%	-46.9%
Total Revenues	$ 31,049,995	$ 16,411,900	52.9%	55.0%	-2.2%

	2009 Budget	2009 Actual	% Actual	% Norm.	Diff.
Expenditures					
General government	$ 1,716,800	$ 1,284,870	74.8%	69.5%	5.3%
Public safety	7,750,975	5,206,163	67.2%	72.8%	-5.6%
Public works	2,385,375	1,606,535	67.3%	74.9%	-7.6%
Information technology	961,680	612,858	63.7%	86.8%	-23.1%
Communications	323,500	242,920	75.1%	82.9%	-7.9%
Recreation	3,750,045	2,526,773	67.4%	70.8%	-3.4%
Community development	1,317,055	884,691	67.2%	67.6%	-0.5%
License Center	1,245,375	719,435	57.8%	69.8%	-12.0%
Sanitary Sewer	4,085,000	2,482,375	60.8%	69.4%	-8.7%
Water	5,624,950	3,217,954	57.2%	65.7%	-8.4%
Storm Drainage	1,457,575	614,592	42.2%	52.1%	-9.9%
Golf Course	404,200	224,478	55.5%	73.4%	-17.8%
Recycling	357,550	380,862	106.5%	93.9%	12.6%
Total Expenditures	$ 31,380,080	$ 20,004,506	63.7%	70.2%	-6.5%

Table Comments:

- '% Actual' column depicts the percentage spent compared to the budget
- '% Norm' column depicts the percentage of expenditures we normally incur during this period as measured over the previous 3 years
- 'Diff' column depicts the difference between the percentage actually spent and the percentage we typically incur. A percentage difference of 10% or more in this column would be considered significant

Revenue and Expenditure Comments

Overall, revenues and expenditures were lower than expected. Licenses and Permit revenue were significantly lower reflecting the continued downturn in the economy. Fines & Forfeits revenue was also lower partially due to the timing of collections. Most operating divisions experienced lower than expected expenditures resulting from personnel vacancies, reductions in part-time staff, and other measures taken to offset the loss of state-aid. Lower equipment and other capital replacements also contributed to the reduction.

Additional Comments

The City's overall financial condition remains strong, but the sustained economic downturn could result in the continued loss of state aid, lower license and permit revenues, and diminished interest earnings.

Information on individual operating fund performance is shown below.

General Fund Summary

The following table depicts the 2009 financial activity for the General Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
General property taxes	$ 8,910,360	$ 4,484,613	50.3%	50.6%	-0.3%
Intergovernmental revenue	864,000	319,287	37.0%	35.9%	1.0%
Licenses & permits	282,400	76,886	27.2%	29.8%	-2.6%
Charges for services	1,050,000	749,985	71.4%	74.7%	-3.3%
Fines and forfeits	286,000	126,853	44.4%	73.6%	-29.3%
Donations	-	-	0.0%	0.0%	n/a
Interest earnings	257,360	-	0.0%	0.0%	n/a
Miscellaneous	125,000	57,615	46.1%	58.5%	-12.4%
Total Revenues	$ 11,775,120	$ 5,815,239	49.4%	50.7%	-1.3%
Expenditures					
General government	$ 1,716,800	$ 1,284,870	74.8%	69.5%	5.3%
Public safety	7,750,975	5,206,163	67.2%	72.8%	-5.6%
Public works	2,385,375	1,606,535	67.3%	74.9%	-7.6%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 11,853,150	$ 8,097,569	68.3%	72.7%	-4.4%

Comments:

Overall, General Fund revenues and expenditures were near expected levels. Notable exceptions include:

1) Charges for services revenue was lower than expected due to delayed allocation of internal service charges.
2) Fines and forfeits revenue was lower than expected due to delayed receipts from the County.
3) Expenditures are lower thanks to vacant positions, and reductions in part-time staffing levels.

The primary concerns for the General Funds' financial condition include the loss of state aid and the potential for less than expected interest earnings due to the continued economic downturn. The City should also be concerned about the General Fund's overall reserve levels which have dropped to 31% of the annual operating budget. This is well below the 50% amount prescribed by Council-adopted policies and industry-recommended standards.

Information Technology Fund Summary

The following table depicts the 2009 financial activity for the Information Technology Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
Charges for services	$ 564,005	$ 383,732	68.0%	62.4%	5.6%
General property taxes	50,000	25,165	50.3%	0.0%	50.3%
Rentals / Lease	272,675	214,046	78.5%	66.1%	12.4%
Miscellaneous	75,000	14,500	19.3%	83.5%	-64.1%
Total Revenues	$ 961,680	$ 637,443	66.3%	64.0%	2.3%
Expenditures					
Information technology	961,680	612,858	63.7%	86.8%	-23.1%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 961,680	$ 612,858	63.7%	86.8%	-23.1%

Comments:

Information Technology revenues were higher than expected thanks to added partnership agreements with other cities and additional wireless lease agreements. Expenditures were also lower due to planned reductions in overall investments in IT assets compared to prior years.

The Information Technology Fund is expected to continue to face challenges in meeting unmet citywide needs. Current funding sources are insufficient to replace all city equipment at the end of their useful lives. In addition, the Fund has no cash reserves rendering it unable to provide for any new initiatives.

Communications Fund Summary

The following table depicts the 2009 financial activity for the Communications Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
Cable franchise fees	$ 322,500	$ 189,274	58.7%	60.1%	-1.4%
Interest earnings	1,000	-	0.0%	0.0%	0.0%
Miscellaneous	-	-	n/a	n/a	n/a
Total Revenues	$ 323,500	$ 189,274	58.5%	59.4%	-0.9%
Expenditures					
Communications	$ 323,500	$ 242,920	75.1%	82.9%	-7.9%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 323,500	$ 242,920	75.1%	82.9%	-7.9%

Comments:

Communications Fund revenues are near expected levels. Expenditures were lower than expected but comparable to the previous year.

The Communications Fund is currently in good financial condition with a cash reserve of $184,000 or 64% of the annual operating budget. However, the uncertainty of future cable franchise fees may warrant the development of a contingency plan in the event this revenue stream ceases.

Recreation Fund Summary

The following table depicts the 2009 financial activity for the Recreation Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
General property taxes	$ 1,858,500	$ 935,389	50.3%	48.8%	1.6%
Charges for services	1,749,495	1,100,547	62.9%	70.9%	-8.0%
Rentals / Lease	53,000	39,623	74.8%	115.1%	-40.3%
Donations	38,500	15,360	39.9%	17.0%	22.9%
Interest earnings	6,500	-	0.0%	0.0%	0.0%
Miscellaneous	44,050	36,297	82.4%	84.2%	-1.8%
Total Revenues	$ 3,750,045	$ 2,127,216	56.7%	59.7%	-3.0%
Expenditures					
Recreation	3,750,045	2,526,773	67.4%	70.8%	-3.4%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 3,750,045	$ 2,526,773	67.4%	70.8%	-3.4%

Comments:

Recreation Fund revenues and expenditures are below expected levels. Revenues were slightly lower due to reduced program fees and facility rentals. Expenditures were lower due to personnel vacancies.

The Recreation Fund is currently in fair financial condition with a cash reserve of $429,000 or 12% of the annual operating budget. The Council-adopted policy recommends a reserve level of 25%. Additional reserves will be needed to ensure program stability. Absent the elimination of some non-fee programs, additional property taxes remain the most viable option for improving the overall condition.

Community Development Fund Summary

The following table depicts the 2009 financial activity for the Community Development Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
Licenses & permits	$ 1,050,000	$ 715,854	68.2%	87.9%	-19.7%
Charges for services	-	66,685	0.0%	0.0%	n/a
Fines and forfeits	-	134	0.0%	0.0%	n/a
Interest earnings	10,000	-	0.0%	0.0%	0.0%
Miscellaneous	130,000	16,481	12.7%	29.6%	-16.9%
Total Revenues	$ 1,190,000	$ 799,153	67.2%	84.2%	-17.0%
Expenditures					
Community development	1,317,055	884,691	67.2%	67.6%	-0.5%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 1,317,055	$ 884,691	67.2%	67.6%	-0.5%

Comments:

Community Development Fund revenues are below expected levels resulting from less building activity and corresponding Licenses and Permit revenues. Expenditures are at expected levels.

The Community Development Fund is currently in good financial condition with a cash reserve of $404,000 or 33% of the annual operating budget. However the City needs to remain mindful of current economic conditions and the viability of redevelopment opportunities. A sustained slowdown in housing and/or commercial development will impact the Fund’s ability to sustain current staffing and service levels.

License Center Fund Summary

The following table depicts the 2009 financial activity for the License Center Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
Charges for services	$ 1,245,375	$ 662,342	53.2%	73.1%	-19.9%
Miscellaneous	-	-	n/a	n/a	n/a
Total Revenues	$ 1,245,375	$ 662,342	53.2%	73.1%	-19.9%
Expenditures					
License Center operations	1,245,375	719,435	57.8%	69.8%	-12.0%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 1,245,375	$ 719,435	57.8%	69.8%	-12.0%

Comments:

License Center Fund revenues are down significantly due to the continued downturn in the local economy. New and used car sales have decreased which in turn results in less titling fees at the License Center. In addition, consumer demand for passports has also waned due to reduced travel to other countries. Expenditures are below expected levels due to a reduction in hours and wages from part-time employees as well as leaving a budgeted full-time position vacant.

The License Center Fund is currently in good financial condition with a cash reserve of $306,000 or 29% of the annual operating budget. However the City needs to stay cognizant of increased competition from other area licensing centers, as well as new federal or state mandates that could result in higher operating costs. A sustained economic downturn also poses a risk.

Sanitary Sewer Fund Summary

The following table depicts the 2009 financial activity for the Sanitary Sewer Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
Charges for services	$ 3,985,000	$ 2,029,518	50.9%	49.8%	1.1%
Interest earnings	100,000	-	0.0%	0.0%	0.0%
Miscellaneous	-	1,953	n/a	n/a	n/a
Total Revenues	$ 4,085,000	$ 2,031,471	49.7%	49.8%	-0.1%
Expenditures					
Sanitary Sewer operations	4,085,000	2,482,375	60.8%	69.4%	-8.7%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 4,085,000	$ 2,482,375	60.8%	69.4%	-8.7%

Comments:

Sanitary Sewer Fund revenues are at expected levels thanks to the change in the rate structure which ensured better cash flows independent of sewer usage. Expenditures are below expected levels due to reduced capital improvements compared to previous years.

The Sanitary Sewer Fund is currently in good financial condition with a cash reserve of $2.9 million or 84% of the annual operating budget. An internal loan of $450,000 has been made to the Water Fund to cover that fund's prior-period operating losses.

Water Fund Summary

The following table depicts the 2009 financial activity for the Water Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
Charges for services	$ 5,620,950	$ 3,154,732	56.1%	50.6%	5.5%
Interest earnings	2,000	-	0.0%	0.0%	0.0%
Miscellaneous	2,000	4,888	244.4%	128.1%	116.3%
Total Revenues	$ 5,624,950	$ 3,159,620	56.2%	50.6%	5.6%
Expenditures					
Water operations	5,624,950	3,217,954	57.2%	65.7%	-8.4%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 5,624,950	$ 3,217,954	57.2%	65.7%	-8.4%

Comments:

Water Fund revenues are above expected levels primarily due to the change in the rate structure which ensured better cash flows independent of water usage. Expenditures are below expected levels due to reduced capital improvements compared to previous years.

The Water Fund is currently in poor financial condition with no cash reserves. Although a positive operating surplus was realized in 2007 and 2008, an internal loan of $450,000 has been made from the Sanitary Sewer Fund to the Water Fund to cover prior period operating losses. Future rate increases will be needed to repay the internal loan and to offset projected increases in operational and capital replacement costs.

Storm Sewer Fund Summary

The following table depicts the 2009 financial activity for the Storm Sewer Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
Charges for services	$ 1,402,575	$ 504,385	36.0%	57.9%	-21.9%
Interest earnings	50,000	-	0.0%	0.0%	0.0%
Miscellaneous	5,000	22,473	449.5%	n/a	n/a
Total Revenues	$ 1,457,575	$ 526,858	36.1%	53.5%	-17.3%
Expenditures					
Storm Drainage operations	1,457,575	614,592	42.2%	52.1%	-9.9%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 1,457,575	$ 614,592	42.2%	52.1%	-9.9%

Comments:

Storm Sewer Fund revenues and expenditures are below expected levels. Revenues are lower due to the timing of collecting customer payments. Expenditures are below expected levels due to lower capital replacement costs compared to prior years during the same period.

The Storm Sewer Fund is currently in excellent financial condition with a cash reserve of $2.5 million. This reserve level is expected to decline over the next 10 years due to planned capital improvements. Future rate increases will partially offset the draw down of reserves.

Golf Course Fund Summary

The following table depicts the 2009 financial activity for the Golf Course Fund for the fiscal period ending September 30, 2009 (unaudited).

	2009 Budget	2009 Actual	% Actual	% Expect.	Diff.
Revenues					
Charges for services	$ 393,700	$ 277,182	70.4%	82.8%	-12.4%
Interest earnings	8,000	-	0.0%	0.0%	0.0%
Miscellaneous	2,500	-	0.0%	541.9%	-541.9%
Total Revenues	$ 404,200	$ 277,182	68.6%	83.2%	-14.6%
Expenditures					
Golf Course operations	404,200	224,478	55.5%	73.4%	-17.8%
Other	-	-	n/a	n/a	n/a
Total Expenditures	$ 404,200	$ 224,478	55.5%	73.4%	-17.8%

Comments:

Golf Course Fund revenues and expenditures were lower than expected. Revenues and expenditures can fluctuate greatly from year to year depending on the length of the golfing season, weather conditions, and the number of paid rounds.

The Golf Course Fund is currently in good financial condition with a cash reserve of $365,000 or 106% of the annual operating budget. However it does not have sufficient funds to replace the clubhouse and maintenance facilities at the end of their useful life. Future green fee increases will be needed to offset projected increases in operational and capital replacement costs.

Recycling Fund Summary

The following table depicts the 2009 financial activity for the Recycling Fund for the fiscal period ending September 30, 2009 (unaudited).

		2009 Budget		2009 Actual	% Actual	% Expect.	Diff.
Revenues							
Intergovernmental revenue	$	75,000	$	69,490	92.7%	74.5%	18.1%
Charges for services		157,550		208,081	132.1%	73.5%	58.6%
Miscellaneous		125,000		3,186	n/a	n/a	n/a
Total Revenues	$	357,550	$	280,757	78.5%	79.8%	-1.2%
Expenditures							
Recycling operations		357,550		380,862	106.5%	93.9%	12.6%
Total Expenditures	$	357,550	$	380,862	106.5%	93.9%	12.6%

Comments:

Recycling Fund revenues were lower than expected due to a significant reduction in revenue sharing monies from the City's recycling contractor. This was offset somewhat by an increase in user fee revenues due to higher participation rates. Expenditures were higher than expected due to higher participation rates.

The Recycling Fund is currently in poor financial condition, with a cash reserve of $26,000 or 6% of the annual operating budget. Future rate increases will be needed to offset projected increases in operational costs and reductions in revenue sharing.

Final Comments

The City's overall financial condition remains strong; however a couple of concerns should be noted. First, it is expected that the City will lose $400,000 in state aid for 2009, and $450,000 in 2010. In addition, a sustained economic downturn will result in lower investment earnings and lower licenses and permit revenues. In addition, the City's cash reserve levels in key operating units and asset replacement funds are below recommended levels and should be addressed with future budgets.

POLICY OBJECTIVE

The information presented above satisfies the reporting requirements in the City's Operating Budget Policy.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

No formal Council action is requested. The financial report is presented for informational purposes only.

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

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: October 19, 2009
Item No.: 7.d

Department Approval | City Manager Approval

Item Description:
Resolution Authorizing the Police Department to participate with Ramsey County Sheriff's Office to receive a Minnesota Department of Public Safety 2009-2010 Safe & Sober Grant

BACKGROUND

The Ramsey County Sheriff's Office submitted an application to the Minnesota Department of Public Safety to receive funds for the 2009-2010 Safe & Sober project. As part of a larger grant to the Ramsey County Sheriff's Office, the Roseville Police Department is eligible to receive up to $52,170 in reimbursement for participation in the Safe & Sober project beginning October 1, 2009 through September 30, 2010 to offset increased personnel overtime cost for traffic enforcement.

The Ramsey County Sheriff's Office and the Roseville Police Department will enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Study for the *Safe & Sober* project during the above stated period.

Roseville's Sergeant Rick Wahtera will be coordinating the grant activities for Roseville. Sgt. Wahtera has extensive experience with coordinating efforts for *Safe & Sober*, *Operation Nite Cap*, scheduling traffic control details through the State Patrol, commercial vehicle inspections, and is also the Department's representative for AVCAM (a state-wide auto theft prevention organization).

The funds awarded to the Roseville Police Department will cover officer overtime.

POLICY OBJECTIVE

Upon approval from the Council to accept the City's portion of the grant funds, Sergeant Wahtera will coordinate scheduling and tracking methods to ensure adequate patrol coverage for all waves of the *Safe & Sober* Campaign.

FINANCIAL IMPACTS

None. There is no city match requirement for this funding.

STAFF RECOMMENDATION

The police department is recommending that it be allowed to accept the grant funds to effectively participate in the 2009 *Safe & Sober* campaign by City Council adoption of the Resolution entitled, "Resolution Relating to the Administration and Implementation of a Traffic Safety Grant by the Roseville Police Department."

REQUESTED COUNCIL ACTION

Adopt a Resolution "Relating to the Administration and Implementation of a Traffic Safety Grant by the

Roseville Police Department," authorizing the City of Roseville Police Department to enter into an agreement with the Ramsey County Sheriff's Office and the Minnesota Department of Public Safety to execute the Safe & Sober project for the period October 1, 2009 through September 30, 2010.

Prepared by:
Attachments: A: *Resolution Relating to the Administration and Implementation of a Traffic Safety Grant by the Roseville Police Department*

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 19th day of October, 2009, at 6:00 p.m.

The following members were present:

and the following were absent:

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

Resolution Relating to the Administration and Implementation of a Traffic Safety Grant by the Roseville Police Department

WHEREAS, the Minnesota Department of Public Safety has continued to promote efforts to reduce traffic accidents through the funding of City enforcement efforts, specifically Safe and Sober Programs; and

WHEREAS, the Minnesota Department of Public Safety has established local traffic safety projects for the Federal Fiscal Year of 2009 to 2010 to achieve the above stated purpose, promoting law enforcement and traffic safety; and

WHEREAS, as a part of a larger grant to the Ramsey County Sheriff's Office, the Roseville Police department is eligible to receive up to $52,170 in reimbursement for participation beginning October 1, 2009 through September 30, 2010 to offset increased personnel overtime cost for traffic enforcement;

NOW, THEREFORE, BE IT RESOLVED, that the Ramsey County Sheriff's Office and the Roseville Police Department enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Study for the project entitled SAFE & SOBER during the period from October 2009 through September 2010. The SHERIFF of RAMSEY COUNTY is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the ROSEVILLE POLICE DEPARTMENT and to be the fiscal agent and administer the grant.

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

and the following voted against the same:

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
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 19th day of October 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 19th day of October 2009.

____

William J. Malinen
City Manager

State of Minnesota- County of Ramsey
Signed or Attested before me on this

__________ day of ______________________________ 2009

by: William J. Malinen

____
Notary Public

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: October 19, 2009
Item No.: 7.e

Department Approval | City Manager Approval

Item Description: **Adopt a Resolution Authorizing Execution of the 2009 American Recovery and Reinvestment (ARRA) $400,032 Grant Agreement**

BACKGROUND

In June 2009, the Minnesota Office of Justice Programs (OJP) announced Requests for Proposals for criminal justice systems improvement projects with available funding through the 2009 American Recovery and Reinvestment (ARRA), Edward Byrne Memorial Justice Assistance grant (JAG) program. This one-time (no match required funding) was available to local government agencies. The Roseville Police Department submitted an RFP for a replacement records management system (RMS) and wireless report writing (WRW) system.

The Roseville Police Department was notified that it had been awarded the grant in the amount of $400,032 in September of 2009. Council approved acceptance of the grant funding September 28, 2009.

POLICY OBJECTIVE

To be in compliance with the Terms & Conditions set forth by the Minnesota Department of Public Safety Office of Justice Programs Recovery Act Justice Assistance Grant, the City is required to approve and sign three copies of the grant agreement for the above stated grant.

BUDGET IMPLICATIONS

None.

STAFF RECOMMENDATION

The police department is recommending that the council adopt the Resolution set forth by the Minnesota Department of Public Safety Office of Justice Programs authorizing the execution of the 2009 American Recovery and Reinvestment (ARRA), Edward Byrne Memorial Justice Assistance grant (JAG) program.

REQUESTED COUNCIL ACTION

Adopt the Resolution set forth by the Minnesota Department of Public Safety Office of Justice Programs authorizing the execution of the 2009 American Recovery and Reinvestment (ARRA), Edward Byrne Memorial Justice Assistance grant (JAG) program.

Prepared by:	Rick Mathwig, Acting Chief of Police
Attachments:	A. Grant Agreement No. 2010-JAGR-00281
	B. Resolution Authorizing Execution of the Grant

Attachment 1 pg 1

Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	**Grant Program:** Recovery Act: Byrne Justice Assistance Grants **Grant Agreement No.:** 2010-JAGR-00281
Grantee: City of Roseville Police Department 2660 Civic Center Drive Roseville, Minnesota 55113	**Grant Agreement Term:** **Effective Date:** 10/1/2009 **Expiration Date:** 9/30/2011
Grantee's Authorized Representative: Carol M. Sletner, Chief of Police Roseville Police Department 2660 Civic Center Drive Roseville, Minnesota 55113 (651) 792-7201	**Grant Agreement Amount:** Original Agreement $400,032.00 Matching Requirement $0.00
State's Authorized Representative: Claire Redmond, Grants Specialist Intermediate Office of Justice Programs 445 Minnesota Street, Suite 2300 St Paul, Minnesota 55101 (651) 201-7307	Federal Funding: CFDA 16.803 State Funding: None. Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Recovery Act: Byrne Justice Assistance Grants Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Bremer Tower, 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Recovery Act: Byrne Justice Assistance Grants Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (www.wego.dps.state.mn.us), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the

Attachment 1 pg 2

Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: ______________________

Date: ______________________

Grant Agreement No. 2010-JAGR-00281/6300-2066

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: ______________________

Title: ______________________

Date: ______________________

By: ______________________

Title: ______________________

Date: ______________________

3. STATE AGENCY

By: ______________________
(with delegated authority)

Title: ______________________

Date: ______________________

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Special Conditions

1. Additional Reporting Requirements

The Grantee will report quarterly on the Bureau of Justice Assistance (BJA)/Justice Assistance Grant (JAG) performance measures directly into the BJA Performance Measurement Tool (PMT) by 15 days following each calendar quarter.

The Grantee will submit narrative quarterly progress reports via the Office of Justice Programs web-based grants management system (WEGO) by 30 days following each calendar quarter.

The Grantee will submit financial status reports (FSRs) via WEGO on a monthly basis by 20 days after the end of each month.

2. Information Technology

Agencies awarded grants for law enforcement Records Management Systems (RMS) must agree to contribute records to CIBRS, eCharging and NEIS within the grant period and must utilize the MCJE standard.

If the vendor selected by a grant recipient has already done product development work for other Minnesota government agencies, it is not a permissible use of grant funds to pay for any development costs related to that product. Expenses related to licensing, implementation, training, customization, data migration and maintenance are allowable if reasonable.

Attachment 1 Pg 4

EXHIBIT A

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

OFFICE OF JUSTICE PROGRAMS

DEPARTMENT OF PUBLIC SAFETY STATE OF MINNESOTA

Grantee: Roseville Police Department

Grant Number: 2010-JAGR-00281

Program Component: Evaluation, technology and training programs. Records Management/Wireless Field Reporting

Budget Category	Award
Contracted Services	$87,059.00
Equipment	$290,199.00
Other Expenses	$22,774.00
Total	$400,032.00

Attachment 2

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Authorization to execute grant agreements can be conferred by
1) Statute, 2) Bylaws, or 3) this Resolution

Resolution is not needed if the authorized officials below are signing the grant agreement. These officials may confer their grant signing authority to others by this resolution, and they are the only acceptable signatures on this form:

Statutory Cities	Mayor and City Clerk
County	Board chair and Clerk of the Board
Non-Profit	Board chair, or official authorized in bylaws

Non-profits: Please attach and highlight your bylaws to document signing authority, whether the resolution is needed or not. You cannot authorize yourself.

Be it resolved that ______________________ (Name of your organization) will enter into a cooperative agreement with the Office of Justice Programs in the Minnesota Department of Public Safety.

______________________ (Title of authorized official) is hereby authorized to execute such agreements and amendments, as are necessary to implement the project on behalf of

______________________ (Name of your organization).

I certify that the above resolution was adopted by the ______________________ (Executive Body) of ______________________ (Name of your organization) on ______________ (Date).

SIGNED:

____
(Signature)

____
(Title)

____
(Date)

WITNESSETH:

____
(Signature)

____
(Title)

____
(Date)

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: October 19, 2009
Item No.: 7.f

Department Approval | City Manager Approval

Item Description: **Approve Law Enforcement Technology Group (LETG) Software and Equipment License and Services Agreement**

BACKGROUND

In June 2009, the Minnesota Office of Justice Programs (OJP) announced Requests for Proposals for criminal justice systems improvement projects with available funding through the 2009 American Recovery and Reinvestment (ARRA), Edward Byrne Memorial Justice Assistance grant (JAG) program. This one-time (no match required funding) was available to local government agencies. The Roseville Police Department submitted an RFP for a replacement records management system (RMS) and wireless report writing (WRW) system.

The Roseville Police Department was notified that it had been awarded the grant in the amount of $400,032 in September of 2009. Council approved acceptance of the grant funding September 28, 2009.

The Roseville Police Department had been approached by vendors who sell mobile, RMS, and field reporting packages, but price, due to budget restrictions, was the caveat to purchasing a system that fully suited and met public safety needs. Funding available through the Recovery Act provided the opportunity for this agency to seek funding to purchase an innovative and comprehensive solution to enhance public safety services and protect the community.

Founded in 2002, Law Enforcement Technology Group (LETG) contracts with more than 100 agencies throughout Minnesota and Iowa. LETG offers a package at a price within the terms of the grant that provides the tools and solutions required by this department. LETG's package interfaces and integrates with MNCIS E-Citations, CJRS and CJIS. The system is also CIBRS/NIBRS compliant. LETG is the RMS/WRW vendor selected by the State of Minnesota to provide expertise in the design and feasibility of pending public safety programs.

The comprehensive mobile, RMS, and field reporting package as quoted by LETG offers the full complement of services not delivered by our current contractor. Implementation of LETG's package would allow the Department enhanced operational capabilities and effectiveness through field-based reporting and automated ticket writing providing greater efficiencies and response capabilities in conjunction with LETG's comprehensive, web-based RMS. The entire suite of products and services offers a direct benefit to the department and the community.

After careful consideration, the decision was made to enter into an agreement for LETG to provide the Roseville Police Department field based reporting and records management system package.

POLICY OBJECTIVE

LETG has provided the City a Software and Equipment License and Services Agreement. The City's attorneys' office has reviewed and approved the Agreement.

FINANCIAL IMPACTS

None. All software and equipment licensing and services has been quoted in the original LETG quote and are covered by the 2009 Justice Assistance Grant Recovery Act funds.

STAFF RECOMMENDATION

The police department is recommending approval of LETG's Software and Equipment License and Services Agreement allowing the Department to proceed with the expeditious implementation of LETG's product to comply with the grant terms (funded projects need to be functional by January 1, 2010)."

REQUESTED COUNCIL ACTION

Approve LETG's Software and Equipment License and Services Agreement allowing the Department to proceed with the expeditious implementation of LETG's product to comply with the grant terms (funded projects need to be functional by January 1, 2010)."

Prepared by:
Attachments: A: *LETG Software and Equipment License and Services Agreement*

Software and Equipment License and Services Agreement

This Agreement for software and equipment licenses and services ("Agreement") is made and entered into this 19 day of October, 2009 by and between Law Enforcement Technology Group, LLC, a Minnesota limited liability company ("LETG") and the City of Roseville(CoR).

LETG shall furnish CoR with all necessary software, hardware, wiring, peripherals, labor, training, and a one year warranty for a web-based police records management system, field reporting and mobile applications. LETG shall also provide CoR with documentation for the systems in the form of user manuals, instructions, report format samples, screen shots, etc.

For good and valuable consideration, the parties agree as follows:

Section 1. DEFINITIONS.

"CAD" means Computer Aided Dispatch System.

"Integration" means combining separately produced components or programs to produce a common purpose or set of objectives to unify separate programs or architectures.

"Interface" means a set of statements, functions, options or ways of expressing program instructions for communication and supported between systems and/or other programs.

"Mobile" means an in-vehicle accessible application.

"Modification" means a LETG-proposed solution to a requirement that may not be entirely compliant with the specifications but will offer some or all functionality of the stated requirement.

"Module" means a functional application of the system such as the "CAD Module" or the "Records Management Module."

"Project Coordinator" means the person appointed by the cities and counties for general supervision and direction of work as required by this Agreement.

"Project Manager" means the primary LETG representative charged with the overall scope of the contracted work, including scheduling, implementation, training, etc.

"RMS" means Records Management System.

"System" means the total of all parts of the Agreement which includes CAD, Records Management, Field Reporting, Mobile and all other requested functions.

Section 2. LETG'S REPRESENTATIONS.

2.1 LETG represents that it is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Minnesota.

2.2 LETG represents that the execution, delivery and performance of this Agreement has been duly authorized by LETG.

2.3 LETG represents that no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by LETG in order for it to enter into and perform its obligations under this Agreement.

2.4 LETG represents that it is not violating any agreement with any third party by entering into or performing this Agreement.

2.5 LETG represents that it is a Certified Microsoft Solution business partner.

Section 3. GRANT OF LICENSE.

3.1 In consideration of CoR's payment of the license and paid-up royalty fees specified in attached Exhibit A, LETG grants CoR a perpetual, non-transferable, non-exclusive license to use the System's software subject to the terms and conditions set forth in this Agreement.

3.2 Under the license granted herein, CoR may use, copy, and distribute the System's software (in machine-readable, object code form only) and user materials to: (i) install, use and execute the software on computers that CoR owns or leases for purposes of serving CoR's internal business needs; (ii) transfer or copy the software from one of CoR's computers to another; (iii) store the software's machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use; and (iv) transmit such instructions or data through CoR's computers and associated devices.

3.3 CoR may only use the System and the software within the limited scope of this Agreement. In particular, and without limitation, CoR agrees that it and its employees will not: (i) assign, sublicense, transfer, pledge or grant a security interest in, lease, rent or share CoR's rights under this Agreement with any third party; (ii) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the software; or (iii) refer to or use any portion of the System or software as a part of any effort to develop any other software program.

3.4 Software license fees shall be paid by CoR solely in consideration of the licenses granted under this Agreement and shall be invoiced and payable in the amounts and at times specified in attached Exhibits A and B.

Section 4. SERVICES AND TRAINING.

4.1 In consideration of CoR's payment of fees specified in Exhibit A, LETG shall also furnish the services for installation of the System as specified in Exhibit A.

4.2 Also in consideration of CoR's payment of fees specified in Exhibit A, LETG shall provide CoR with on-site live training for CoR's administrative/technical support, system administrator, and supervisor and end user personnel. LETG shall utilize the training sessions to exclusively train CoR personnel on the use of the System. The training should provide CoR personnel with an understanding of how to best integrate and configure the System; assist them with development of skills necessary to take full advantage of the System's functions and features;

and provide them with a working knowledge of the System as it relates to their daily job functions and the procedures of CoR's Public Safety Department. Training must include, but is not limited to, instructions on software installation and upgrades; configuration, administration and maintenance of the System; addressing System failures; data and program backup and recovery procedures; understanding the elements of each application and how it relates to the total System; Integration between CAD, Records, and Mobiles; and basic and advanced use of each application. LETG shall provide CoR with a written detailed description of the training to be offered to CoR personnel that includes the content and duration of each training course and the number of CoR personnel allowed, suggested or mandated.

4.3 Service and training fees shall be paid by CoR solely in consideration of the services to be provided by LETG under this Agreement and shall be invoiced and payable in the amounts and at times specified in attached Exhibits A and B. CoR shall be responsible for any applicable sales taxes or shipping expenses. Any applicable shipping expenses or taxes shall be invoiced to CoR by LETG within fifteen days.

Section 5. HARDWARE.

5.1 In consideration of CoR's payment of fees specified in Exhibit A, LETG shall also furnish CoR with the hardware for the System specified in Exhibit A. After payment for the hardware has been made in full by CoR, CoR shall be the owner of all hardware furnished by LETG. CoR shall be responsible for any applicable sales taxes and shipping expenses related to its purchase and delivery of the hardware.

5.2 Hardware fees shall be paid by CoR solely in consideration of the hardware to be provided by LETG under this Agreement and shall be invoiced and payable in the amounts and at times specified in attached Exhibits A and B. Any applicable shipping expenses or taxes shall be invoiced to CoR by LETG within fifteen days.

Section 6. COORDINATED PURCHASES.

6.1 CoR shall appoint one individual to be the Project Coordinator. The Project Coordinator shall be responsible for the general supervision and direction of the work by LETG pursuant to this Agreement on behalf of CoR. The Project Coordinator is recognized by CoR and LETG as the interpreter of the Agreement and Exhibits and, in the case of any discrepancy occurring between the terms of this Agreement and the work to be completed, the decision of the Project Coordinator shall be final. The Project Coordinator shall, within a reasonable time, make decisions on all claims of LETG on all matters relating to the execution and progress of the work, or the interpretation of this Agreement. The Project Coordinator shall have the authority to stop the work whenever such stoppage may be necessary to insure proper execution of the Agreement.

Section 7. SYSTEM REQUIREMENTS.

7.1 The System, as installed by LETG shall have the following capabilities:

1. It shall interface with all necessary State agencies;
2. It shall utilize a relational database;

3. It shall have the option of utilizing Microsoft technology and server operating systems for its database and application execution;
4. It shall have the ability to support Microsoft Windows clients;
5. Its application security shall provide flexible access control down to the field remote level allowing specific access permissions such as update, view only, prohibit-view, etc;
6. It shall have the ability for users to adjust common variables such as codes, tables, report parameters, screen displays, etc., without the services of a professional programmer;
7. It shall provide for extensive one-time, single-point of entry data collection in order to eliminate redundancy;
8. It shall allow storage and retrieval of historical data online;
9. It shall provide various levels of data validation at entry especially for any master files;
10. It shall provide immediate error checking for data entry elements at time of initial entry;
11. It shall allow multiple users to access the same programs simultaneously;
12. It shall allow for global queries using various values, ranges, partials and wild cards;
13. It shall provide for multiple levels of data security control including access by users, terminals, or departments and by transactions, functions and/or files;
14. It shall have the ability to update a master record or file and have the modification applied throughout all areas of the System;
15. It shall provide a graphical user interface and make optimum use of menus, shortcuts, drop down, auto complete, etc.;
16. It shall have a consistent design and use of controls within applications to reduce user training and system administration;
17. It shall allow for training and testing without impacting live activity or records.

Section 8. PAYMENT TERMS.

8.1 Payment shall be made by CoR to LETG in accordance with the Payment Schedule attached to this Agreement as Exhibit B. LETG shall invoice CoR for the amount due pursuant to the Payment Schedule. The invoice shall contain an itemized list of the equipment, software or services furnished; the date completed; any delivery dates; and any applicable sales tax or delivery charges. CoR shall pay all invoices submitted within 30 days of receipt.

8.2 CoR may request from LETG additional services, software or equipment outside the scope of this Agreement. CoR shall receive from LETG in advance an estimate of the cost of the requested service, software or equipment. LETG shall receive for all approved CoR requests a signed work order from CoR and a deposit equal to fifty percent of the estimated cost. CoR shall pay LETG the remaining amount upon completion of the work by LETG.

8.3 CoR may withhold from payment to LETG such an amount or amounts as may be necessary to cover the following:

8.3.1 Defective work that is not remedied;

8.3.2 Claims for labor or materials furnished to LETG by subcontractors that remain unpaid; and

8.3.3 Evidence of damage to be caused by LETG in connection with the work under the Agreement for which a claim has been or will be asserted against LETG or CoR.

8.4 Upon completion of the work and its acceptance by CoR, the LETG shall prepare a final invoice containing complete scope of each and every item of the project performed by LETG, and the amount outstanding to be paid. Final payment will not be made until LETG has filed with CoR a fully and duly executed Affidavit that all labor, materials, software, hardware and services expended or used in the project have been paid for in full and that no liens or other claims for such labor, materials, software, hardware or services can be made or claimed against CoR for the work. Before final payment is made for the work on this project, LETG must have complied with the provisions of Minnesota Statute Section 290.92 which requires the withholding of State income tax for wages paid employees on this project.

Section 9. PERSONNEL.

9.1 LETG shall provide CoR with the names of all LETG personnel and subcontractors that will be providing the services to CoR pursuant to this Agreement. During the course of providing the services, LETG shall, within a reasonable amount of time, notify CoR of any changes to any of the listed personnel or subcontractors. In the event that LETG personnel or subcontractors are not performing the services in accordance with the terms and conditions of this Agreement, CoR shall have the right to request that LETG remove and replace such LETG personnel or subcontractors providing services. Within a reasonable amount of time after receipt of CoR's request, LETG shall replace such personnel or subcontractors at no additional cost to CoR.

9.2 LETG shall ensure that its employees and subcontractors shall, whenever on CoR's premises, obey all instructions and directions issued by CoR with respect to rules, regulations, policies and security procedures applicable to work on CoR's premises. LETG agrees that its personnel and the personnel of its subcontractors shall comply with all rules, regulations, and security procedures, issued by CoR.

9.3 For the purposes of identifying the LETG personnel who would have various levels of involvement with this Agreement as well as involvement in the delivery of services by LETG, the following is a list of those individuals:

<u>Names:</u>

Bob Hernz
Courtney Rickheim
Jeff Gottstein
Michael Kangas
Shawn Larsen
Mark Thomson
Iggy Javellana

Greg Hannah

Section 10. CoR RESOURCES.

10.1 Throughout the duration of this Agreement, LETG shall identify and request in writing from CoR's Project Coordinator, any CoR resources that may reasonably be required by LETG to perform the services pursuant to this Agreement including all information, CoR staff time, equipment, facilities or materials needed by LETG. LETG shall make best efforts to request these CoR resources far enough in advance to allow adequate planning and availability on CoR's part and to avoid unnecessary expenses or overtime costs to be incurred by CoR.

Section 11. PROJECT SCHEDULE.

11.1 CoR and LETG have established a detailed project schedule that outlines the project's lifecycle, key milestones and a detailed work breakdown schedule. The Project Schedule is attached to this Agreement as Exhibit C. If any changes are needed to the Project Schedule during the term of this Agreement, they shall be mutually agreed upon by both parties in writing.

Section 12. ACCEPTANCE TESTING PERIOD (only applicable in first time deployments in new states).

12.1 The following Acceptance and Certification Process is intended to be followed separately for each of the following Modules: Mobiles and RMS.

12.2 LETG shall deliver and install each Module according to the Project Schedule which is attached to this Agreement as Exhibit C. When the delivery and installation is complete, LETG and the Client shall perform the following testing procedures on the System components in order to verify that LETG and the Client are satisfied that the System is functional and operational.

12.3 System Setup and Configuration (Phase 1) – After the Client accepts the System as installed by LETG, the Client and LETG shall begin any table and database building processes that are needed. During this process, the Client shall test data input and output to verify that data input and the resulting action and/or output perform correctly. All testing shall assess the following: functions that access databases to test the software; function and information verification; testing of drop down tables, command lines, hyperlinks, buttons, icons, associated links and Interfaces; entry of sample transactions; sufficient editing, modification and deletion of transactions; processing of file maintenance functions for databases and master files; and processing and generating of reports. The Client shall be in close communication at all times with LETG to report any errors or known deficiencies. The testing by the Client shall be for a specified period, no longer than two weeks, and shall be documented as: "Pass / Fail / Modification Required / Date / Initials." The System shall be able to accept and read test data for this phase and allow for the deletion of test data at the end of testing.

12.4 LETG Modification (Phase 2) – After Phase 1 is complete, LETG shall supply and install all items designated as "Modification Required" by the Client within the System and correct any agreed deficiencies. LETG shall test these modifications as required to verify performance and functionality. After LETG completes the modifications, the Client shall conduct testing on all specifications which required modification by LETG. The testing by the Client shall be for a specified period, no longer than two weeks, and shall be documented as: "Pass/Fail /Modification Required / Date / Initials." The System shall be able to accept and read test data for this phase and allow for deletion of test data at the end of testing.

12.5 After Phase 1 and Phase 2 testing are complete, the Client shall submit to LETG documented areas where corrective action still needs to take place. The Client must document failures, deficiencies and errors of the System in sufficient detail to permit reproduction by LETG. All documented failures, deficiencies or errors of the System must be corrected by LETG before live use of the Module or Phase 3 testing is performed.

12.6 Client Final Module Testing (Phase 3) – The Client shall use the mirror database or test database of converted data to conduct a full scale test of the components, data and Interfaces in order to be certain that it is operating in compliance with the specifications and the terms of this Agreement. Any item found by the Client during this testing or items that remain outstanding as unsuccessful or deficient must be reported in writing by the Client to LETG. LETG shall have 10 business days to correct the item. Upon correction by LETG, the Client shall retest the item within 7 business days. If the item again fails, the Client shall notify LETG in writing and LETG will again have ten business days to correct the item. This process will be repeated as many times as necessary until 30 business days have passed. Upon successful completion of Phase 3 testing, the Client shall give written notice to LETG that such testing has been completed satisfactorily. If, at this time, LETG fails to reach a successful resolution to a material error or deficiency, CoR shall have the right to exercise any and all rights and options to declare LETG in default of this Agreement and may exercise any or all of its remedies including, but not limited to, termination of this Agreement. If the Client decides to terminate this Agreement, it shall return the System at LETG's cost and shall be entitled to a refund of the full amount of any payments made to LETG. The Client shall also be entitled to any damages, losses, reasonable attorneys' fees and other costs associated with its termination of the Agreement.

12.7 At any point, after LETG and the Client have agreed on that no further corrective action is needed on an entire Module, the Client shall commence with live use of that Module. After the Module has been in live use for at least 30 days, LETG shall proceed with converting any data required to be converted pursuant to this Agreement.

12.8 Full System Integration Testing (Phase 4) – Upon completion of the Phase 3 testing, the Client shall test the live database system during the normal course of business for a period of 30 days. The Client shall submit in writing to LETG the start date of this testing period. This testing will assess that the System performs in accordance to the Integration, functionality, specification and requirements as stated in this Agreement, that the System can be effectively utilized by the Client in its environment, actual ease of use of the system, and that the documentation is understandable and thorough. The end of this testing period shall constitute final acceptance by the Client.

Section 13. FINAL ACCEPTANCE.

13.1 LETG shall deliver and install each Module according to the Project Schedule which is attached to this Agreement as Exhibit C. Final acceptance is the point in which CoR begins to use the systems in production/ live mode.

Section 14. WARRANTY.

14.1 LETG shall warrant to CoR that all applications have been developed at a professional standard meeting or exceeding the widely accepted industry standards. LETG also warrants to CoR that all applications conform in all material respects to published specifications, sales literature and functionality requirements that are sufficient, necessary or reasonably desired to operate and maintain a web-based police records management system. LETG also warrants to CoR that all applications are original, solely owned by LETG and do not infringe or violate the intellectual property law or other rights of any third party. LETG shall also be held responsible for any and all defects in Interface and Integration workmanship, software, materials and equipment which may be developed in any part of the entire project, with the exception of hardware or related equipment provided or specified, but not manufactured by LETG, which warranties are limited to the following: All hardware and related equipment provided by LETG shall entitle CoR to the full and unrestricted rights and benefits of each express, limited or other warranty offered by any manufacturer or distributor thereof, and all hardware or related equipment provided or specified by LETG for use herein shall be fully integrated with and be reasonably suitable and appropriate for operation, improvement and maintenance of the Software and related materials licensed and provided hereunder by LETG. Upon written notice by CoR, LETG shall immediately replace and make good to CoR any such faulty work and damage done by reason of same, during the period of one (1) year from the date of final acceptance of the project. Final payment by CoR shall not relieve LETG of responsibility for faulty software material or workmanship.

14.2 During the warranty period, LETG shall correct material defects which materially impair the use or function of the system within a period of five days of written notification by CoR, unless there are circumstances out of LETG’s control that will prevent LETG from correcting the defects within five days. In that case, LETG shall provide CoR with a written explanation that includes the amount of time that it will take for LETG to correct the defects. LETG shall correct all other defects that do not prevent use by CoR within thirty days. If LETG fails to cure the defects within the specified amount of time, CoR may remedy the defective work and LETG shall be responsible for any expenses incurred by CoR in obtaining this remedy.

14.3 All software provided by LETG is and shall be free of viruses, worms, and Trojan horses, and any code designated to disable the software because of passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions).

14.4 OTHER THAN THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, LETG MAKES NO OTHER IMPLIED OR EXPRESS WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY THIS SECTION, LETG EXPRESSLY DISCLAIMS, AND CoR WAIVES AND HEREBY UNDERSTANDS THAT LETG EXPRESSLY DISCLAIMS,

ANY OTHER IMPLIED OR EXPRESS WARRANTIES, EXCEPT THE WARRANTIES EXPRESSLY SET FORTH HEREIN.

Section 15. INDEMNIFICATION.

15.1 LETG shall indemnify, defend and hold harmless CoR and all of its officials, employees, contractors and agents from and against any and all losses, damages, expenses, including attorneys' fees arising from all suits, actions, or claims of any character, name and description, brought for, or on account of any injuries or damages received or sustained by any person, or persons or property by or from the said LETG or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials or by or on account of any act or omission, neglect or misconduct of LETG or its personnel or subcontractors, or by or on account of any claims or amounts recovered for any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the "Worker's Compensation Law", or violation of any other law, ordinance, order or decree.

15.2 Should such Software become, or in LETG's opinion, be likely to become the subject of such a claim of infringement, then CoR will permit LETG to at LETG's option and expense (i) to procure for CoR the right to continue using the same under the terms of this Agreement, or (ii) to replace or modify the same so that it becomes non-infringing so long as it is substantially equivalent in function. Any replacement or modification of the Software shall not adversely affect the performance of the overall System and services being provided to CoR. If LETG is unable to procure for CoR the right to continue to use the Software or is unable to replace or modify the Software, CoR may terminate this Agreement and return all Software and equipment at LETG's expense. All payments made to LETG by CoR shall be refunded.

Section 16. INSURANCE.

16.1 Throughout the term of this Agreement, LETG shall comply with the insurance requirements set forth in this Section. In the event that LETG fails to procure and maintain each type of insurance required by this Agreement, or in the even that LETG fails to provide CoR with the required certificates of insurance, CoR shall be entitled to terminate this Agreement immediately upon written notice to LETG.

16.2 LETG shall not commence any work in connection with this Agreement and shall not allow any subcontractor to commence any work under this Agreement until LETG has obtained all of the types of insurance set forth in this Section and CoR has approved such insurance. All insurance policies required by this Section shall be with insurers qualified and doing business in Minnesota. LETG shall name CoR as an additional insured under the policies required by this Section. Certificates of all required insurance shall be furnished to CoR and shall contain the provision that CoR will be given thirty days written notice of any intent to amend or terminate by either the insured or the insuring company.

16.3 LETG agrees to purchase and maintain technology consulting errors and omissions insurance during the term of this Agreement. The amounts of such insurance shall not be less than $1,000,000.

16.4 LETG agrees to purchase and maintain commercial liability insurance during the term of this Agreement that includes coverage for bodily injury and property damage. The amounts of such insurance shall be not less than $1,000,000 bodily injury/each occurrence/aggregate and $1,000,000 property damage/each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, and any other liability assumed by LETG under the Indemnification provision of this Agreement.

16.5 LETG agrees to purchase and maintain workers' compensation insurance during the term of this Agreement. LETG shall meet the statutory requirements of the State of Minnesota with respect to this policy.

16.6 LETG agrees to purchase and maintain automobile insurance on all automotive equipment owned, rented or borrowed by LETG that includes coverage for bodily injury and property damage. The amounts of such insurance shall be not less than $1,000,000.

Section 17. DEFAULT.

17.1 CoR shall have the right to declare LETG in default of the whole or any part of this Agreement if, LETG is unable to cure such Event of Default within twenty days of the date of CoR's written notice. For purposes hereof, an "Event of Default" shall mean any of the following occurrences:

1. LETG becomes insolvent;

2. LETG makes an assignment for the benefit of creditors;

3. A voluntary or involuntary petition for bankruptcy is filed by or against LETG;

4. LETG fails to commence work;

5. LETG abandons the project;

6. LETG refuses to proceed with the project when directed by CoR;

7. LETG reduces its work force to a number which, if maintained, would be insufficient to complete the project in accordance with the Project Schedule, and fails or refuses to sufficiently increase its work force;

8. LETG sublets, assigns, transfers, conveys or otherwise disposes of this Agreement;

9. A receiver or receivers is/are appointed to take charge of LETG's property or affairs;

10. CoR finds that LETG is or has been willfully or in bad faith violating any of the provisions of this Agreement;

11. CoR finds that LETG is or has been unnecessarily or unreasonably or willfully delaying the performance and completion of the project; or the award of necessary subcontracts, or the placing of necessary material and equipment orders;

12. The project is not completed by LETG within the time specified by the Project Schedule;

13. LETG does not maintain the insurance required by this Agreement;

14. The Software provided by LETG is the subject of a copyright infringement suit or any other legal action and LETG is unable to provide CoR with sufficient modifications or procure for CoR the right to continue to use the Software;

15. LETG fails or refuses to proceed with the work required by this Agreement;

16. LETG ceases to exist or is sold to another entity; or

17. Any other material breach of any agreements between LETG and CoR.

17.2 If LETG is unable to cure the Event of Default, CoR may terminate this Agreement and then have the project completed by such means and in such manner as it may deem advisable, utilizing for such purpose LETG's instructions, project materials, etc. remaining on the site, and also such subcontractors as it may deem advisable. After completion, CoR shall send an invoice to LETG for payment. The invoice shall state the expenses incurred by CoR in such completion. If any amounts remain to be paid by CoR to LETG pursuant to this Agreement, CoR may deduct its expenses from these amounts. However, LETG shall still be responsible for any expenses incurred by CoR that exceed the amounts owed by CoR to LETG. LETG shall in no way hinder or interfere with any other contractors or persons whom CoR may engage to complete the project.

17.3 If LETG is unable to cure the Event of Default, CoR may instead terminate this Agreement and return the software and equipment to LETG at LETG’s expense. LETG shall then refund all amounts paid by CoR pursuant to this Agreement.

17.4 CoR may also declare LETG to be in default as to a part of the project only. In that event, and where LETG is unable to cure the Event of Default, LETG shall discontinue work on that part of the project but shall continue performing the remainder of the work on the project in strict conformity with the terms of this Agreement, and shall in no way hinder or interfere with any other contractors or persons whom CoR may engage to complete the other part of the project. CoR may have that part of the project completed by such means and in such manner as it may deem advisable, utilizing for such purpose LETG's instructions, project materials, etc. remaining on the site, and also such subcontractors as it may deem advisable. After completion, CoR shall send an invoice to LETG for payment. The invoice shall state the expenses incurred by CoR in such partial completion. If any amounts remain to be paid by LETG, CoR may deduct its expenses from these amounts. LETG shall also be responsible for any damages, losses, attorneys’ fees and other costs incurred by CoR that exceed the amounts owed by CoR to LETG.

Section 18. CHOICE OF LAW.

18.1 Exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be in the State of Minnesota. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

Section 19. ENTIRE AGREEMENT.

19.1 This Agreement is the complete and exclusive statement of the agreement between CoR and LETG and supersedes all prior and contemporaneous negotiations, discussions, proposals, and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in this Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to CoR and LETG only and no other person shall be considered a third party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement.

Section 20. WAIVER/AMENDMENT.

20.1 The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by both parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding on either party. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by both parties and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.

Section 21. ASSIGNMENT.

21.1 No assignment by LETG of this Agreement or any part thereof or of the funds to be received there under by LETG shall be recognized unless such assignment has had the written approval of CoR.

Section 22. NOTICES.

22.1 Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

City of Roseville:______________	LETG, LLC: _______________
2660 Civic Center Drive	6120 Berkshire Lane North
Roseville, Minnesota 55113	Plymouth, Minnesota 55446

Attn:________________________ Attn:________________________

Section 23. Annual Maintenance.

23.1 Annual software maintenance is 17% of the total software licensing costs and will be invoiced as defined in Exhibit B. The maintenance fees will include ongoing routine upgrades and updates. Any major customized modifications are not included.

Section 24. Data Practices.

24.1 LETG and its authorized personnel and/or agents agree to treat any private or confidential data in accordance with Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as if LETG were a governmental entity.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

City of Roseville, Minnesota	**Law Enforcement Technology Group, LLC**
Name: Rick Mathwig	Name:
Title: Chief of Police	Title:
Signature:	Signature:
Name: William Malinen	
Title: Manager, City of Roseville	
Signature:	
Name: Craig Klausing	
Title: Mayor, City of Roseville	
Signature:	

Exhibit A
Pricing

Pricing Category	Quantity Type	Quantity	Total Price
Hardware			
Server for LETG products	Per Deployment	1	$7,500
Signature Pad	Per Device	1	$125
Label Printer	Per Device	1	$150
Wireless Barcode Scanner	Per Device	1	$2,274
Document Scanner	Per Device	1	$500
Total RMS Hardware			$10,549
Server for Netmotion	Per Deployment	1	$5,000
DL Swipe Readers	Per Squad	20	$3,200
GPS Units	Per Squad	20	$2,400
Total Mobile Hardware			$10,600
		Total Hardware	$21,149
Software			
RMS	Per User	58	$121,800
CJIS	Per Deployment	1	$10,000
Scene PD	Per User	45	$6,075
e-Citation (MN Interface)	Per Server	1	$5,000
e-Citation Agency	Per Agency	1	$1,000
Wireless Barcode Scanner Software	Per Device	1	$695
eMERTS RTI Interface - PRINTRACS	Per Deployment	1	$20,000
Online Citizen Crime Mapping	Per Agency	1	$2,000
CIBRS	Per Agency	1	$2,500
Probation Cop Stop interface	Per Deployment	1	$2,500
Total RMS Software			$171,570
Mobile	Per Squad	20	$20,000
Mobile Server	Per Deployment	1	$15,000
NetMotion Server	25 Client	1	$5,000
Ticketwriter	Per Squad	20	$31,680
Field Reporting	Per Squad	20	$11,900
Mapping	Per Squad	20	$9,900
Total Mobile Software			$93,480
Civil	Per User	0	$0
Warrants	Per Deployment	0	$0
PDA	Per Device	0	$0
		Total Software	**$265,050**
Professional Services			
Squad Software Initial Installation	Per Squad	20	$10,000
End User Training	Per Day	5	$7,500
Administration Training	Per Day	1	$2,000
Business Practice Consulting	Hour	0	$0
Project Management	Per Day	15	$22,500
		Total Services	**$42,000**

Total Hardware	$21,149
Total LETG Software	$265,050
Total Services	$42,000
Total Maintenance	$45,059
Total Sales Tax	$22,774
Total Cost	$396,031

Exhibit B
Payment Schedule

Hardware: *100% due upon receipt by CoR of all hardware; we will work CoR to determine best source of hardware.*

Software: 20% due 30 days after contract signature by CoR
20% due 30 days after initial system installation by LETG
60% due 30 days after final system acceptance by CoR

Services: 100% due 30 days after delivery of the service by CoR

New Interface & Customizations
Rate for interface and customizations $150/hour
eMERTS RTI – Printrac Interface Estimated at $20,000
50% due 30 days after interface development and installation
50% due 30 days after acceptance test by CoR

Data Conversion: Data conversion effort to be estimated as part of data conversion strategy.
Rate for data conversion $150/hour
100% due 30 days after completion each module required of data conversion services by LETG.

Maintenance: Annual maintenance fees will be invoiced on January 1 of each calendar year and will be due within 30 days.

Exhibit C
Project Schedule (Summary High Level Plan)

<u>Upon Execution of this Agreement by all of the Parties</u>:

- Kick-off planning meeting with LETG and CoR representatives to be held
- CoR installs server and network components
- Insert MS Project Plan here…

<u>Complete Acceptance Testing and Certification</u>

- RMS, Mobile, Other Software goes live
- CoR LETG establishes data conversion parameters
- LETG and CoR finalizes the data conversion plan
- LETG tests data conversion

<u>Final acceptance</u>

- Final acceptance is the point in which CoR begins to use the systems in production/ live mode.

* *Many of the processes identified in this Project Schedule will occur concurrently. All processes are dependent on the completion of certain other tasks outside of LETG's responsibilities in this Agreement. This includes but is not limited to the installation of network hardware and software to be done by CoR. LETG is committed to a timely and successful implementation of the software. LETG agrees to work closely with CoR representatives in order to implement the software.*

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: October 19, 2009
Item No.: 7.g

Department Approval | City Manager Approval

Item Description: **Approve Law Enforcement Technology Group (LETG) Maintenance & Support Agreement**

BACKGROUND

In June 2009, the Minnesota Office of Justice Programs (OJP) announced Requests for Proposals for criminal justice systems improvement projects with available funding through the 2009 American Recovery and Reinvestment (ARRA), Edward Byrne Memorial Justice Assistance grant (JAG) program. This one-time (no match required funding) was available to local government agencies. The Roseville Police Department submitted an RFP for a replacement records management system (RMS) and wireless report writing (WRW) system.

The Roseville Police Department was notified that it had been awarded the grant in the amount of $400,032 in September of 2009. Council approved acceptance of the grant funding September 28, 2009.

The Roseville Police Department had been approached by vendors who sell mobile, RMS, and field reporting packages, but price, due to budget restrictions, was the caveat to purchasing a system that fully suited and met public safety needs. Funding available through the Recovery Act provided the opportunity for this agency to seek funding to purchase an innovative and comprehensive solution to enhance public safety services and protect the community.

Founded in 2002, Law Enforcement Technology Group (LETG) contracts with more than 100 agencies throughout Minnesota and Iowa. LETG offers a package at a price within the terms of the grant that provides the tools and solutions required by this department. LETG's package interfaces and integrates with MNCIS E-Citations, CJRS and CJIS. The system is also CIBRS/NIBRS compliant. LETG is the RMS/WRW vendor selected by the State of Minnesota to provide expertise in the design and feasibility of pending public safety programs.

The comprehensive mobile, RMS, and field reporting package as quoted by LETG offers the full complement of services not delivered by our current contractor. Implementation of LETG's package would allow the Department enhanced operational capabilities and effectiveness through field-based reporting and automated ticket writing providing greater efficiencies and response capabilities in conjunction with LETG's comprehensive, web-based RMS. The entire suite of products and services offers a direct benefit to the department and the community.

After careful consideration, the decision was made to enter into an agreement for LETG to provide the Roseville Police Department field based reporting and records management system package.

POLICY OBJECTIVE

LETG has provided the City a Maintenance and Support Agreement. The City's attorneys' office has reviewed and approved the Agreement.

FINANCIAL IMPACTS

Year One (2010) Annual Fee: $45,059 (covered by the 2009 Justice Assistance Grant Recovery Act funds). This annual maintenance fee for the LETG system is $7,237 less annually than the current records management system and field reporting package.

STAFF RECOMMENDATION

The police department is recommending approval of LETG's Maintenance and Support Agreement allowing the Department to proceed with the expeditious implementation of LETG's product to comply with the grant terms (funded projects need to be functional by January 1, 2010)."

REQUESTED COUNCIL ACTION

Approve LETG's Maintenance and Support Agreement allowing the Department to proceed with the expeditious implementation of LETG's product to comply with the grant terms (funded projects need to be functional by January 1, 2010)."

Prepared by:
Attachments: A: *LETG Maintenance and Support Agreement*

Maintenance and Support Agreement

This Agreement for software maintenance and support services (“Agreement”) is made and entered into this 19th day of October, 2009 by and between Law Enforcement Technology Group, LLC, a Minnesota limited liability company (“LETG”) and City of Roseville (“CoR”).

Pursuant to the signed Software and Hardware License and Services Agreement, LETG has licensed its proprietary software programs to CoR and CoR wishes to have LETG maintain and support its use of the software and its corresponding equipment. For good and valuable consideration, the parties agree as follows:

Section 1. DEFINITIONS.

“Equipment” means the physical hardware purchased by CoR from LETG pursuant to the Software and Hardware License and Services Agreement.

“LETG Software” means software that LETG created. The term includes all Product Releases, Standard Releases and Supplemental Releases.

“Non-LETG Software” means software that LETG does not own, but has been fully integrated into the Software, and for which all necessary and other payments have been made to enable CoR to enjoy full and unrestricted use thereof.

“Products” means the equipment (if applicable as indicated in Exhibit A) and software purchased by CoR from LETG.

“Release” means an update or upgrade to the LETG Software and is characterized as a “Supplemental Release,” “Standard Release,” or “Product Release.” LETG shall determine the definition for each Release, provided that if the Release is to be defined by LETG as a Standard Release or a Product Release, LETG must also treat the Release as a new product or feature for its end user customers generally.

A “Supplemental Release” is defined as a minor release of LETG Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the LETG Software. Depending on CoR’s specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: “1.2.3”.

A “Standard Release” is defined as file and database conversions, system configuration changes, hardware changes, additional training, on-site installation, and system downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: “1.2.3”.

A “Product Release” is defined as a major release of LETG Software considered being the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined:

"1.2.3".

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the software to fail to conform to the Specifications.

"Services" means those maintenance and support services being provided to CoR by LETG and described in the Support Plan which is attached to this Agreement as Exhibit B.

"Software" means the LETG Software and Non-LETG Software that was furnished by LETG to CoR.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 AM to 5:00 PM, Central Time, excluding legal holidays.

"System" means the products and services provided by LETG to CoR pursuant to the Software and Hardware License and Services Agreement.

"Technical Support Services" means the remote telephonic support provided by LETG concerning the Products, including diagnostic services and troubleshooting to assist CoR in ascertaining the nature of the problem, minor assistance concerning the use of the Software (including advising or assisting CoR in attempting data/database recovery, database set-up, client-server advise), and assistance or advice on the installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 2. SCOPE AND TERMS OF SERVICE.

2.1 In accordance with the provisions of this Agreement and in consideration of the payment by CoR of the annual maintenance fee to LETG, which is stated in Exhibit C, LETG shall provide CoR with the following Software and Services throughout the term of this Agreement:

2.1.1 Unlimited Technical Support Services for the System.

2.1.2 Test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of CoR's application upon the request of CoR.

2.1.3 Available Supplemental and Standard Releases. LETG shall notify CoR of any Supplemental or Standard Releases as they become available. CoR shall authorize installation of any Supplemental or Standard Release in writing. CoR shall be responsible for paying the actual and reasonable costs of installation or other services for the Supplemental or Standard Releases, or for any necessary Equipment or third party software, but not to exceed $300.00.

2.1.4 Available Product Releases. LETG shall notify CoR of any Product Release as it becomes available. CoR shall authorize installation of any Product Release in writing. However, CoR shall be responsible for paying any license fees, the costs of installation or other services for the Product Release or for any necessary Equipment or third party software.

2.1.5 Updates to the Software needed to conform to all state and federal regulations, as changes to regulations become effective.

2.1.6 Annual account reviews which shall include (i) service history; (ii) downtime analysis; and (iii) service trend analysis.

2.1.7 Remote installation advice or assistance for Updates as requested by CoR.

2.1.8 Current lists of compatible hardware operating system Releases and LETG's Software Supplemental or Standard Releases as requested by CoR.

2.1.9 Access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware Updates, as released.

2.2 The following are not included in this Agreement:

2.2.1 Any service work required due to incorrect or faulty operational conditions, including but not limited to, Equipment that is not connected directly to an electric surge protector, or Equipment that is not properly maintained in accordance with the manufacturer's specifications.

2.2.2 The repair or replacement of Products resulting from failure of CoR's facilities, personal property and/or devices connected to the System (or interconnected to devices) that were not installed by LETG's representatives.

2.2.3 The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, CoR's negligence, or from causes such as lightning, power surges, or liquids.

2.2.4 Services required for any transmission medium, such as telephone lines, computer networks, or Internet access, or for Equipment malfunction that is caused by the transmission medium.

2.2.5 Accessories, custom or Special Products; modified units; or modified Software.

2.2.6 The repair or replacement of parts resulting from the tampering by persons unauthorized by LETG.

2.2.7 Operation and/or functionality of CoR's personal property, equipment, and/or peripherals and any application software that was not provided by LETG (with the exception of integration and support related to the integration of the System with Microsoft Windows).

2.2.8 Replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component by CoR or persons not authorized by LETG.

2.2.9 Services needed to diagnose technical issues caused by the installation of unauthorized components or misuse of the System by CoR or persons not authorized by LETG.

2.2.10 Services needed to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in CoR's platform or in the Software by CoR or persons not authorized by LETG.

2.2.11 Services needed to correct errors found to be caused by City-supplied data, machines, or operator failure.

2.2.12 Operational supplies, including but not limited to, printer paper, printer cartridges, toner, photographic paper, magnetic tapes and any supplies in addition to those delivered with the System; battery replacement for uninterruptible power supplies; and office furniture including chairs or workstations.

2.2.13 Support of any interface(s) beyond LETG-provided ports or cables, or any services that are necessary because third party hardware, software, or supplies fail to conform to the Specifications concerning the Products.

2.2.14 Services necessary due to CoR's failure to back up its data or failure to use an uninterruptible power supply.

2.2.15 Design consultation services such as, but not limited to, configurations analysis, consultations with CoR's third-party provider(s), and System modifications.

2.3 CoR may request from LETG additional services or equipment outside the scope of this Agreement. CoR shall receive from LETG in advance an estimate of the cost of the requested service or equipment. The rates for such services shall not exceed the then-current reasonable fair market rates, which rates shall be quoted to CoR by LETG on an annual basis. Any services to be provided on an hourly basis shall be billed to CoR in increments of no more than a quarter of an hour. Prior to commencing work or providing any additional equipment or services, LETG shall receive for all approved City requests a signed work order from CoR and a deposit equal to fifty percent of the estimated cost of the requested service or equipment. LETG shall provide these services in a timely, cost-effective manner.

2.4 CoR shall make all of its requests for Services from LETG by contacting LETG's call intake center during Standard Business Hours. CoR's system administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a severity level to the problem. Criteria for assigning severity levels are listed in Exhibit B of this Agreement. CoR agrees to use reasonable efforts to ensure that all problems are reported and verified by its system administrator before reporting them to LETG. CoR shall assist LETG in determining that errors are not the product of the operation of an external system, data links between systems, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any City representative may contact LETG, but the system administrator must follow up with LETG Customer Support as soon as practical thereafter. The location of and phone number for the LETG call intake center is as follows:

651-578-2801 (normal business hours)
763-208-7991 Option 5 (after hours emergency)

2.5 LETG shall provide CoR with the names of all LETG personnel that will be providing Services to CoR pursuant to this Agreement. During the course of providing the Services, LETG shall, within a reasonable amount of time, notify CoR of any changes to any of the listed personnel. In the event that LETG personnel are not performing the Services in accordance with the terms and conditions of this Agreement, CoR shall have the right to request that LETG remove and replace such LETG personnel. Within a reasonable amount of time after receipt of CoR's request therefore (which right of request CoR will not unreasonably exercise), LETG shall replace such personnel at no additional cost to CoR.

Section 3. SERVICE FEE.

3.1 The Services to be provided by LETG pursuant to this Agreement shall apply only to the Products described in the Description of Covered Products which is attached to this Agreement as Exhibit A. If the price for Services to a particular type of Software is based upon a per unit fee, such price shall be calculated on the total number of units of the Software that are licensed to City as of the beginning of the term of this Agreement. If, CoR acquires additional units of Software during the term of this Agreement, CoR shall pay the cost for maintenance and support services for those additional units either when the Agreement is renewed or immediately upon acquiring the additional units.

3.2 The annual service fee for the year **2010** shall be the amounts specified in Exhibit C of this Agreement. After this time, LETG may adjust the service fee for the next term of the Agreement by notifying CoR of the increases at least 90 days before the expiration of the term of the Agreement.

3.3 The service fee for each term of this Agreement shall be paid in advance by CoR on January 1st of each year. LETG shall invoice CoR for the service fee and any other fees for additional services requested by CoR. All invoices from LETG to CoR are due 30 days from the date of the invoice. Overdue invoices shall bear simple interest at the rate of 10% per annum after 60 days, unless such rate exceeds the maximum allowed by the law, in which case it shall be reduced to the maximum allowable rate.

3.4 The service fee for each term of this Agreement shall be paid in advance by CoR on January 1st of each year.

3.5 CoR agrees to pay fees for those items or services excluded from this Agreement that it requests when and as the services are rendered or the items are received and the expenses invoiced, provided, however, that no such additional fees or costs shall be invoiced to CoR without CoR’s prior written approval of the fees, costs and related work. LETG shall provide supporting documentation for all fees, costs and expenses.

3.6 LETG shall be solely liable for all payments and/or fees required to be paid to any subcontractor or third party under the direction of LETG for services and/or products requested by CoR.

Section 4. WARRANTY.

4.1 LETG shall warrant to CoR that it will render its services hereunder in a good and workmanlike manner, and that during the term of this Agreement and for a period of one year thereafter, LETG, at its sole cost, shall correct any failure to render its services hereunder in a good and workmanlike manner. LETG shall also warrant that all Releases and updates will be installed and maintained in a manner so that they are fully integrated into the System.

4.2 During the warranty period, LETG shall correct material defects which materially impair the use or function of the system within a period of five days of written notification by CoR. LETG shall correct all other defects that do not prevent use by CoR within thirty days. If LETG fails to cure the defects within the specified amount of time, CoR may remedy the defective work and LETG shall be responsible for any expenses incurred by CoR in obtaining this remedy.

4.3 All software provided by LETG is and shall be free of viruses, worms, and Trojan horses, and any code designated to disable the software because of passage of time, alleged failure to make payments due, or otherwise (except for documented security measures such as password expiration functions).

4.4 OTHER THAN THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, LETG MAKES NO OTHER IMPLIED OR EXPRESS WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BY THIS SECTION, LETG EXPRESSLY DISCLAIMS, AND CoR WAIVES AND HEREBY UNDERSTANDS THAT LETG EXPRESSLY DISCLAIMS, ANY OTHER IMPLIED OR EXPRESS WARRANTIES, EXCEPT THE WARRANTIES EXPRESSLY SET FORTH HEREIN.

Section 5. TERM OF AGREEMENT.

5.1 This Agreement shall commence upon final acceptance by CoR of the work being provided by LETG pursuant to the parties' Software and Hardware License and Services Agreement. This Agreement may be renewed by CoR for an indefinite series of one year terms, each commencing on January 1st.

5.2 If CoR does not renew the Agreement, or if this Agreement is otherwise terminated, and CoR later wishes to reinstate this Agreement, it may do so with LETG's consent provided that CoR pays to LETG the amount that it would have paid if the Agreement had been renewed or kept in effect, CoR ensures that all of its Equipment is in good operating condition at the time of reinstatement, and all copies of the specified Software listed in the Description of Covered Products which is attached to this Agreement as Exhibit A, are to be covered by the Agreement.

5.3 Upon the expiration or termination of this Agreement, the parties shall immediately deliver to each other all confidential information of the other, including all copies which the party previously provided in furtherance of this Agreement. Confidential information shall include: (i) proprietary materials and information regarding technical plans; (ii) any and all other information of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by LETG to CoR in connection with this Agreement; and (iii) all geographic information system, address, telephone, or like records and data provided by City to LETG in connection with this Agreement that is required by law to be held confidential. Notwithstanding anything to the contrary contained in this provision, all government data shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

Section 6. RESPONSIBILITIES OF CoR.

6.1 Throughout the term of this Agreement, CoR hereby agrees to:

6.1.1 Maintain any and all of its electrical and physical environments in accordance with the System manufacturer's specifications.

6.1.2 Take standard industry precautions as recommended by LETG (e.g. backing-up files) to ensure database security.

6.1.3 Allow LETG to access its System, which includes allowing physical access to City buildings as well as remote electronic access to CoR's computer system.

6.1.4 Appoint one or more qualified employees to perform system administrator duties, including acting as a primary point of contact for LETG for reporting and verifying problems, and performing System backup duties. At least one member of the system administrator's group that is appointed by CoR should have completed LETG's End-Users training and System Administrator training (if available). The system administrator(s) must be familiar with the Products, the System platform upon which the Products operate the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware.

6.1.5 Permit LETG to periodically conduct audits of CoR's records and operations related to the Services, Products, and usage of application and database management Software. LETG may use the information collected in calculating its service fee for the next term of the Agreement.

6.1.6 Provide LETG, at no charge, a non-hazardous environment for work on City property that includes shelter, heat, light, and power, and provide LETG with full and free access to the covered Products. CoR shall provide LETG with all necessary information pertaining to its hardware and software with which the Products are interfacing in order to enable LETG to perform the Services.

6.1.7 Run any anti-virus software installed by LETG as part of its System.

6.1.8 Obtain and install any operating system Upgrades to its System. Before installing any operating system upgrade, CoR shall contact LETG to verify that the operating system upgrade is acceptable.

Section 7. ASSIGNMENT.

7.1 LETG shall not assign its rights and interests pursuant to this Agreement or subcontract any part of this Agreement without first obtaining the express written permission of CoR.

Section 8. INDEMNIFICATION.

8.1 LETG shall indemnify, defend and hold harmless CoR and all of its officials, employees, contractors and agents from and against any and all losses, damages, expenses, including attorneys' fees arising from all suits, actions, or claims of any character, name and description, brought for, or on account of any injuries or damages received or sustained by any person, or persons or property by or from the said LETG or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials or by or on account of any act or omission, neglect or misconduct of LETG or its personnel or subcontractors, or by or on account of any claims or amounts recovered for any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the "Worker's Compensation Law", or violation of any other law, ordinance, order or decree.

8.2 Should the Software become, or in LETG's opinion, be likely to become the subject of such a claim of infringement, then CoR will permit LETG, at LETG's option and expense (A) to procure for CoR the right to continue using the same under the terms of this Agreement, or (B) to replace or modify the same so that it becomes non-infringing so long as it is substantially equivalent in function. Any replacement or modification of the software shall not adversely affect the performance of the overall System and services being provided to CoR.

8.3 LETG does not warrant that Releases will meet CoR's particular requirements, operate in the combinations that CoR selects for use, be uninterrupted error-free, be backward compatible, or that all errors will be corrected.

Section 9. INSURANCE.

9.1 Throughout the term of this Agreement, LETG shall comply with the insurance requirements set forth in this Section. In the event that LETG fails to procure and maintain each type of insurance required by this Agreement, or in the event that LETG fails to provide CoR with the required certificates of insurance, CoR shall be entitled to terminate this Agreement immediately upon written notice to LETG.

9.2 LETG shall not commence any work in connection with this Agreement until it has obtained all of the types of insurance set forth in this Section and CoR has approved such insurance. All insurance policies required by this Section shall be with insurers qualified and doing business in Minnesota. LETG shall name CoR as an additional insured under the policies required by this Section. Certificates of all required insurance shall be furnished to CoR and shall contain the provision that CoR will be given thirty days written notice of any intent to amend or terminate by either the insured or the insuring company.

9.3 LETG agrees to purchase and maintain commercial liability insurance during the term of this Agreement that includes coverage for bodily injury and property damage. The amounts of such insurance shall be not less than $1,000,000 bodily injury/each occurrence/aggregate and $1,000,000 property damage/each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal injury liability and contractual liability, and any other liability assumed by LETG under the Indemnification provision of this Agreement.

9.4 LETG agrees to purchase and maintain technology consulting errors and omissions insurance during the term of this Agreement. The amounts of such insurance shall not be less than $1,000,000.

9.5 LETG agrees to purchase and maintain workers' compensation insurance during the term of this Agreement. LETG shall meet the statutory requirements of the State of Minnesota with respect to the terms of this policy.

9.6 LETG agrees to purchase and maintain automobile insurance on all automotive equipment owned, rented or borrowed by LETG that includes coverage for bodily injury and property damage. The amounts of such insurance shall be not less than $1,000,000.

Section 10. DEFAULT.

10.1 If LETG breaches a material obligation under this Agreement and does not cure the breach after CoR provides it with thirty days notice, CoR may terminate this Agreement and then have the services to be provided be completed by such means and in such manner as it may deem advisable, utilizing for such purpose such subcontractors as it may deem advisable. After completion, LETG shall reimburse CoR for these costs. LETG shall also be responsible for any expenses incurred by CoR that exceed any amounts owed by CoR to LETG. LETG shall in no way hinder or interfere with any other contractors or persons whom CoR may engage to provide the services. Upon termination, the service fees that have been prepaid by CoR shall be prorated from the date of termination and all remaining amounts shall be refunded by LETG to CoR. LETG shall also be responsible for any damages, losses, attorneys' fees and other costs incurred by CoR.

10.2 CoR may also declare LETG to be in default as to a portion of the services only. In that event, and where LETG is unable to cure the breach, LETG shall discontinue work with respect to that particular service but shall continue performing the remainder of the services in strict conformity with the terms of this Agreement, and shall in no way hinder or interfere with any other contractors or persons whom CoR may engage to perform the services. CoR may have that those services completed by such means and in such manner as it may deem advisable, utilizing for such purpose such subcontractors as it may deem advisable. After completion, CoR shall deduct its costs from its next payment of the biyearly service fees to be prepaid to LETG. LETG shall also be responsible for any damages, losses, attorneys' fees and other costs incurred by CoR that exceed the biyearly service fees.

Section 11. GENERAL TERMS AND CONDITIONS.

11.1 Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

City of Roseville 2660 Civic Center Drive Roseville, Minnesota 55113	LETG, LLC 6120 Berkshire Lane North Plymouth, Minnesota 55446
Attn:________________________	Attn:________________________

11.2 Failure or delay by either party to exercise any right or power under this Agreement shall not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

11.3 This Agreement including the attached exhibits constitutes the entire Agreement of the parties regarding the covered maintenance and support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the Services performed. Neither this Agreement nor the exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties.

11.4 Exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be in the State of Minnesota. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

11.5 LETG and its authorized personnel and/or agents agree to treat any private or confidential data in accordance with Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as if LETG were a governmental entity.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the day and year first written above by its duly authorized officer or representative.

City of Roseville, Minnesota	**Law Enforcement Technology Group, LLC**
Name: Rick Mathwig	Name:
Title: Chief of Police	Title:
Signature:	Signature:

Name: William Malinen

Title: Manager, City of Roseville

Signature:

Name:
Craig Klausing

Title:
Mayor, City of Roseville

Signature:

525

EXHIBIT A

DESCRIPTION OF COVERED PRODUCTS (CoR)

The following Products shall be covered by this Agreement:

Products
Hardware
Server for LETG products
Signature Pad
Label Printer
Wireless Barcode Scanner
Document Scanner
RMS Hardware
Server for Netmotion
DL Swipe Readers
GPS Units
Mobile Hardware
Software
RMS
CJIS
Scene PD
e-Citation (MN Interface)
e-Citation Agency
Wireless Barcode Scanner Software
eMERTS RTI Interface - PRINTRACS
Online Citizen Crime Mapping
CIBRS
Probation Cop Stop interface
RMS Software
Mobile
Mobile Server
NetMotion Server
Ticketwriter
Field Reporting
Mapping
Mobile Software

EXHIBIT B

SUPPORT PLAN

Services Provided: The Services provided pursuant to this Agreement are based on the following Severity Levels. Each Severity Level defines the actions that will be taken by LETG for Response Time, Target Resolution Time, and Resolution Procedure for reported problems by CoR. Response Times for Severity Levels 1 and 2 are based upon phone contact by CoR as opposed to written contact by facsimile, email, or letter. Resolution Procedures are based upon LETG's procedures for Service as described below. Unless otherwise stated, all suspected Residual Errors will be investigated and corrected from LETG's facilities unless it is determined by LETG that on-site investigation and correction is necessary.

Reporting a Problem. CoR shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed below. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to LETG's call intake center. LETG shall immediately notify CoR if it makes any changes to the Severity Level.

Status Reports. LETG shall provide verbal status reports to CoR on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided by LETG to CoR's system administrator on a monthly basis.

SEVERITY LEVEL	DEFINITION	TARGET RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure – occurs when the System is not functioning and there is no workaround; such as when a Central Server is down or when the workflow of an entire agency is not functioning.	LETG shall provide a telephone conference within one hour of initial voice notification by CoR.[1]	LETG shall fix or cure within 24 hours of initial notification by CoR.

1 LETG will use its best efforts to provide RPD with a fix or cure within the Target Resolution Time. RPD shall allow LETG timely access to System. Target Resolution Times are not applicable if an error cannot be reproduced on a regular basis on either the LETG or RPD's Systems. Should RPD report an error that LETG cannot reproduce, LETG may enable a detail error capture/logging process to monitor the System. Should LETG determine that it is unable to correct such reported Residual Error within the specified Target Resolution Time, LETG shall assign such personnel necessary to correct such Residual Error promptly. Should LETG, in its sole discretion, determine that such a Residual Error is not present, LETG shall verify; (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, or (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

2	Critical Failure – occurs when a crucial element in the System is not functioning that does not prohibit continuance of basic operations and there is usually no suitable workaround. This may not be applicable to intermittent problems.	LETG shall provide a telephone conference within three business hours of initial voice notification by CoR.	LETG shall fix or cure within seven Standard Business Days of initial notification by CoR.
3	Non-Critical-Failure –occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	LETG shall provide a telephone conference within six business hours of initial voice notification by CoR.	LETG shall fix or cure within 60 days of initial notification by CoR. LETG may fix or cure by providing a Supplemental Release, if applicable.
4	Inconvenience – occurs when a System causes a minor disruption in the way tasks are performed but does not stop workflow.	LETG shall provide a telephone conference within two business days of initial voice notification by CoR.	LETG shall fix or cure within 60 days of initial notification by CoR. LETG may fix or cure by providing a Supplemental Release, if applicable.
5	Request for an enhancement to System by CoR.	LETG shall review functionality and shall provide a response within 120 Business Days of initial	If functionality is acceptable to LETG, LETG shall provide CoR with a release date along with a proposed fee schedule.

		notification by CoR.	

EXHIBIT C

ANNUAL MAINTENANCE AND SUPPORT FEES

Application/Product	**Year 1 Annual Fee**
See list above	$45,059
Total Annual Service Fee:	$45,059

Date: 10/29/09
Item: 10.a
Date: 9/29/09
Item: 13.a

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/21/09
Item No.: 13.a

Department Approval	City Manager Approval

Item Description:	Receive Additional Information on the Budgeting for Outcomes Process and the Springsted Report

BACKGROUND

Earlier this year, the City Council committed to using an alternative budgeting process for 2010. This process has oftentimes been referred to as 'Budgeting for Outcomes' but other descriptive names have been used as well. In conjunction with this process, the City Council received a report from Springsted Financial Advisors which depicted the costs associated with individual programs and services. A copy of the Springsted Report is attached.

Several members of the Council indicated a desire to have greater detail regarding the programs and services that were listed, including a general description, level of service, and whether a particular service was mandated or discretionary. The Council also expressed an interest in seeing any applicable revenue sources that might be available to offset specific program costs.

Over the next few weeks, City Staff will be compiling this information. At this time, Staff has assembled a general description of each City function that was identified in the Springsted Report. These descriptions are shown in *Attachment B*.

A Representative from Springsted will attend the Council meeting to provide a brief overview of the project and methodology. Springsted and City Staff will be available for questions or comments regarding the attached information.

POLICY OBJECTIVE

Establishing a budget process that aligns resources with desired outcomes is consistent with governmental best practices, provides greater transparency of program costs, and ensures that budget dollars are allocated in the manner that creates the greatest value.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

No Council action is requested. The presentation is submitted for information and discussion purposes only.

Prepared by:	Chris Miller, Finance Director
Attachments:	A: Springsted Report on Program Cost Analysis
	B: Program descriptions

Springsted

Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887
Tel: 651-223-3000
Fax: 651-223-3002
www.springsted.com

MEMORANDUM

TO: Chris Miller, Finance Director

FROM: Nick Dragisich

DATE: September 8, 2009

SUBJECT: Financial Planning Assistance

Springsted Incorporated was retained to assist the City of Roseville in their financial planning and developing budget alternatives by determining the cost of providing services within general fund departments and tax-supported funds. The study is to serve as an informational tool for making budget decisions and fee justification. This memorandum provides the results of our work.

Background

The City of Roseville provides a large number of services to its citizens. The City's general fund and property-tax-supported departments provide the largest share of these services. General fund and property tax-supported departments include:

- Administration
- Finance
- Public Works
- Parks & Recreation
- Police
- Fire

Services provided by these departments include both those services residents and businesses see on a daily basis (external customers) and services that support the City's operation (internal customers).

The costs for each service we determined are based on the City's 2009 approved budget for each department. As a result, the actual costs for these services may vary somewhat based on any difference from the budgeted amounts. The costs we determined are not offset by any revenues the service may generate. The costs determined are the direct cost of each service, including personnel-related costs, supplies and materials, and other services and charges from the department's budget. They do not include any allocation of overhead or other indirect costs except to the extent those costs are captured in the budget.

Methodology

The process used to determine the cost of services involved a number of steps. The first was a review of the City's 2009 adopted budget for each department. This included both the dollar amounts budgeted in each category and the number and types of positions in the department. Actual 2008 expenditures were also reviewed when that information became available.

Job descriptions for each position were reviewed and a matrix developed that listed the duties included in each job description. The matrix was used to compare the common duties across all departments and to identify unique duties. This matrix was reviewed with City managers and department heads. Using the matrix as a guide, a position profile was developed for each position in the departments included in this study. The profiles listed each task in the position job description and provided spaces where additional tasks could be entered. Each department was asked to review their position profiles and to indicate the percentage of time spent on each task, and the number of full-time-employees and part-time employees in each position. They were also asked to indicate the percentage of time spent on non service-related activities like internal meetings, vacation, sick leave, etc. An example of a position profile is shown in Appendix A.

The completed position profiles were reviewed for completeness by each department head and additional data was collected as needed. The completed position profiles were used to develop the list of services provided by each department and the budgeted cost for each. The budgeted cost for each service was determined using a computer model developed within Microsoft® Excel. Personnel-related costs were allocated to each service based on the percentage of time for each position from the position profiles. Non-personnel costs were allocated directly to a service where those costs could be identified as directly related to that service. For example, street centerline pavement painting costs were allocated 100% to the traffic control/management/signs service. Costs that could not be specifically identified as directly relating to a specific service were allocated proportionately to those services where those costs would be a part of the cost of the service. For example, utilities in the skate center budget were allocated to the six services identified in the employees' position profiles.

The list of services developed for each department was submitted to the City for review and feedback. It was requested that both the list of services and the cost allocated to each service be reviewed for completeness and accuracy. Discussions were held with department heads and staff to clarify cost allocations and services to insure the costs were within acceptable ranges of accuracy based on the data available.

Budgeted Cost of Services

The budgeted cost of services provided by each department within the general fund and/or by tax-supported funds was developed. It is important to understand the cost of each service is reflective of the data used to determine the cost. The accuracy is limited by the following factors:

- The cost of each service is based on the City's 2009 approved budget so that the accuracy of the costs is reflective of the accuracy of the budget in terms of how actual costs will compare to budgeted costs at the end of the fiscal year.
- The personnel-related costs are projected based on the time spent profiles completed for each position in each department. Personnel costs make up the majority of the costs in each department's budget so that the accuracy of the costs is limited by the accuracy of the time spent profiles.

- The allocation of supplies and materials and other services and charges are based on the best judgment of Springsted's consulting team and the City's department heads. These costs represent a smaller portion than the personnel-related costs so the accuracy of the service costs is dependent to a lesser extent on the accuracy of these costs.

The costs identified for each service within each department reflects the budgeted cost to provide that particular service. However, it would not be accurate to say that choosing not to provide a particular service in the future would result in a corresponding cost savings equal to the cost of that service. This results because the employees in each department provide a large number of services. For example, the cost of plowing snow by the Public Works Department was determined to be $123,730. The personnel costs associated with snow plowing are $47,503; however the employees who plow snow also provide street maintenance and repair, tree trimming, building and grounds maintenance, right-of-way maintenance, maintenance of streetscapes, and other services. The decision to not continue to provide a particular service, or to provide less of that service, needs to be examined in the context of how that would affect the other services provided by the same employees. However, the allocation of time and expenses developed by this study provides the City with a tool to understand this context and to make informed decisions.

The budgeted costs allocated to services are direct costs only and do not capture the personnel costs associated with vacation, sick leave, holidays and other non service-related time. Other non service-related time includes time spent in administrative support and other activities that cannot be allocated to any particular service. Therefore, the cost allocated to services in each department does not equal the total budget amount for that department.

Administration Services

Eleven services were identified within Administration as shown in the table on the next page. Three services account for approximately 73.3% of the service costs budgeted in Administration. Legal services account for approximately 34.3%, City Council approximately 22.7%, and Personnel Management approximately 16.3%.

Two services utilize approximately 58.7% of the FTEs time allocated to services. These are customer citizen support utilizing approximately 31.2% and personnel management utilizing approximately 27.5%.

Other services and charges make up approximately 54.7% of the cost of services budgeted, primarily because the cost of legal services is in this category. Personal Services make up approximately 44.9% of the costs of services budgeted while supplies and materials make up approximately 0.4%. Administration services are shown in the table that follows.

Service	Personal Services	Supplies & Materials	Other Services and Charges	Total	FTEs
Customer Citizen Service	61,198	904	2,278	$ **64,380**	1.14
Procurement	5,832	29	520	$ **6,381**	0.09
Personnel Management	113,368	568	15,597	$ **129,534**	1.00
Records Retention	1,706	100	-	$ **1,807**	0.07
Elections	9,100	1,133	37	$ **10,270**	0.27
City Council Support	45,188	226	2,016	$ **47,430**	0.54
Advisory Commission Support	4,804	81	26	$ **4,911**	0.09
Organizational Management	72,531	363	2,153	$ **75,047**	0.45
City Council	42,880	-	137,680	$ **180,560**	
Human Rights Commission	-	-	2,250	$ **2,250**	
Legal	-	-	272,500	$ **272,500**	
Total	**$ 356,607**	**$ 3,406**	**$ 435,057**	**$ 795,069**	**3.65**

Finance Services

Sixteen services were identified in the Finance Department. Four services account for approximately 55.2% of the budgeted cost of the services provided. These include oversight of the Fire Relief Association, which has the highest budgeted service cost within Finance, accounting for approximately 24.5%, financial accounting and reporting accounting for approximately 12.2%, general insurance accounting for approximately 9.5% and central services which accounts for approximately 9.1%.

Two services utilize approximately 50.6% of the FTEs allocated to services. These are financial accounting and reporting, utilizing approximately 27.6%, and cash receipts/receptionist, utilizing approximately 23.0%.

Personal Services make up approximately 53.5% of the budgeted cost of services, other services and charges make up approximately 43.1%, and supplies and materials make up approximately 3.5% of the costs. Finance services are shown in the table that follows.

Service	Personal Services	Supplies & Materials	Other Services and Charges	Total	FTEs
Banking & Investment Management	58,255	628	3,739	$ **62,622**	0.56
Budget/Financial Planning	62,974	246	5,738	$ **68,958**	0.43
Business Licenses	2,728	11	118	$ **2,857**	0.04
Cash Receipts/Receptionist	72,138	282	3,457	$ **75,878**	1.26
Central Services	-	27,000	49,520	$ **76,520**	-
Contract Administration	21,576	84	1,414	$ **23,074**	0.25
Debt Management	16,399	64	1,854	$ **18,317**	0.11
Economic Development	3,936	15	361	$ **4,312**	0.03
Financial Accounting & Reporting	97,400	327	5,109	$ **102,836**	1.50
Fire Relief Association	-	-	207,000	$ **207,000**	-
Gambling Licenses	2,728	11	132	$ **2,871**	0.04
General Insurance	-	-	80,000	$ **80,000**	-
Process Payroll	44,295	473	2,144	$ **46,912**	0.65
Purchasing	1,364	5	66	$ **1,436**	0.02
Risk Management	53,479	209	3,037	$ **56,725**	0.45
Organizational Management	14,849	17	248	$ **15,114**	0.12
Total	**$ 452,122**	**$ 29,374**	**$ 363,936**	**$ 845,432**	**5.45**

The Finance Department has established service level standards/benchmarks for five services. These are shown in the table below.

Service Level Standards/Benchmarks

Service	Service Level Standards/Benchmarks
Business Licenses	Process 600 business licenses annually
Cash Receipts/Receptionist	Process 40,000 receipts annually/receive and route 19,000 calls annually
Financial Accounting & Reporting	Process 7,000 payments annually
Process Payroll	Process 8,000 paychecks and supporting filings annually
Risk Management	Process 50 work comp claims and 35 property liability claims annually

Public Works Services

Forty-one services were identified in the Public Works Department. Four services account for approximately 50.5% of the budgeted cost of services provided. These include buildings and grounds maintenance, which has the highest budgeted service cost accounting for approximately 19.6%, street maintenance and repair, accounting for approximately 16.0%, street lighting accounting for approximately 8.2%, and vehicle maintenance accounting for approximately 6.7%.

Seven services utilize approximately 56.5% of the full-time FTEs allocated to services. These services and their approximate percentages are as follows:

Vehicle maintenance	14.3%
Street maintenance and repair	12.8%
Traffic control/management/signs	7.7%
Design and feasibility studies	6.0%
Buildings and grounds maintenance	5.6%
Training	5.0%
Project planning and management	5.0%
Total	**56.5%**

Personal Services make up approximately 49.7% of the budgeted cost of services, other services and charges make up approximately 36.8%, and supplies and materials make up approximately 13.5% of the costs. Public Works services are shown in the table that follows.

Service	Personal Services	Supplies & Materials	Other Services and Charges	Total	FTEs*
Citizen Commission Support	9,636	106	429	**10,171**	0.07
Grass Lake Watershed Management	6,998	77	689	**7,763**	0.04
General Engineering Activities	22,023	871	969	**23,864**	0.22
Easement/Right-of-Way Permits	1,095	392	91	**1,578**	0.01
Community Development & Planning	22,434	246	850	**23,530**	0.16
Municipal State Aid Reports	1,598	18	50	**1,666**	0.01
Traffic Control/Management/Signs	83,424	22,376	34,273	**140,073**	1.04
Arden Hills - Non Project Related	5,944	65	203	**6,211**	0.06
Falcon Heights - Non Project Related	2,479	27	88	**2,594**	0.03
Erosion Control Inspections	5,421	59	206	**5,687**	0.06
As-Built Drawings - Non Project	19,975	219	1,450	**21,644**	0.26
Survey Miscellaneous	2,520	28	126	**2,673**	0.03
GIS - Public Works	55,495	609	1,670	**57,774**	0.64
GIS - Coordination	5,687	62	171	**5,921**	0.07
GIS - Ramsey County User Group	6,980	77	3,570	**10,627**	0.08
Buildings & Grounds Maintenance	77,296	29,217	373,239	**479,753**	0.76
Snow Plowing	47,503	62,067	14,160	**123,730**	0.55
Tree Trimming	33,256	3,506	8,168	**44,930**	0.43
Equipment Ordering and Planning	3,424	5	775	**4,204**	0.03
Right-of-Way Maintenance and Management	24,015	2,004	7,762	**33,781**	0.28
Streetscape	20,513	2,163	4,955	**27,630**	0.22
Street Maintenance & Repair	135,260	185,261	71,151	**391,672**	1.72
Pathway Maintenance & Repair	14,689	10,679	133,806	**159,173**	0.15
Parks Activities	6,272	661	1,638	**8,571**	0.06
Haul Materials	12,088	1,274	6,721	**20,083**	0.16
Vehicle Maintenance	151,533	2,569	9,109	**163,211**	1.93
Project Planning & Management	73,605	1,163	3,119	**77,887**	0.68
Design & Feasibility Studies (Projects)	76,900	1,163	3,966	**82,029**	0.81
Survey Pre-Construction (Projects)	21,367	388	749	**22,504**	0.19
Survey Construction (Projects)	13,440	343	516	**14,298**	0.11
Inspections (Projects)	56,898	624	1,947	**59,469**	0.55
Asbuilt Drawings (Projects)	2,721	30	168	**2,919**	0.03
Pending Assessments	1,002	11	39	**1,052**	0.01
GIS Public Works Project	1,121	12	347	**1,480**	0.01
Arden Hills - Project Related	18,350	201	817	**19,368**	0.17
Falcon Heights - Project Related	9,716	107	464	**10,287**	0.09
Customer Citizen Service	31,482	341	948	**32,771**	0.37
Organizational Management	64,136	73	2,140	**66,349**	0.60
Council Support	15,937	192	701	**16,830**	0.11
Training	52,815	-	8,350	**61,165**	0.68
Street Lighting	-	-	200,000	**200,000**	-
Total	**$ 1,217,049**	**$ 329,284**	**$ 900,590**	**$ 2,446,922**	**13.48**

***FTE count does not include Temporary Employees**

The Public Works Department has developed service level standards/benchmarks for 34 of these services as shown in the table below.

Service Level Standards/Benchmarks

Service	Service Level Standards/Benchmarks
Citizen Commission Support	11 - 12 Meetings per year, packets, follow-up
General Engineering Activities	As-built surveys - 15 days, plat checks - 5 hours; City complaints investigated - 24 hours
Easement/Right-of-Way Permits	Number of ROW Permits issued/ compliance; permit fees collected
Community Development & Planning	Number of permits/ applications reviewed/ compliance with code
Municipal State Aid Reports	Receive maximum funding level possible
Traffic Control/Management/Signs	20% signs replaced annually to meet federal mandate.
Arden Hills - Non Project Related	Service level satisfaction, revenue
Falcon Heights - Non Project Related	Number of hours spent, Revenue
Erosion Control Inspections	Number of ROW Permits issued; permit fees collected
As-Built Drawings - Non Project	Completeness of Asbuilt Drawings the City has on file.
Survey Miscellaneous	Number of hours
GIS - Public Works	Level of detail, Number of maps produced annually (340).
GIS - Ramsey County User Group	Yearly costs for City of Roseville to purchase these items from Ramsey County as a non-member: $42,395 (savings of $39,002.42 per year for members)
Buildings & Grounds Maintenance	Maintenance cost per square foot
Snow Plowing	Full plow event at 2"; complete city for 2"-8" snowfall in 12 hours or less
Tree Trimming	Number of trees trimmed annually; cost per tree trimmed - Approximately 1000-1500 trees trimmed annually @ $30 - $45 each
Equipment Ordering and Planning	Life cycle cost of vehicles/equipment
Right-of-Way Maintenance and Management	Number of complaints, compliments
Streetscape	Number of complaints or positive comments - Feedback
Street Maintenance & Repair	Pavement Condition Index Average and Dollars of Backlog; Street Sweep 2008 cost $90.48/lane mile
Pathway Maintenance & Repair	Miles of parking lots maintained annually, miles of re-paved pathways annually (1); miles of concrete sidewalk and bituminous pathways maintained annually (65)
Vehicle Maintenance	Repair cost per type
Project Planning & Management	Number of projects; number of meetings attended; number of mailings; engineering cost
Design & Feasibility Studies (Projects)	Number of City Contracts; total engineering costs 12%-16% compared to 16%-20% if using consultants
Survey Pre-Construction (Projects)	Annual City Project Amounts ($2 - 5 million annually); number of city contracts; engineering costs
Survey Construction (Projects)	Annual City Project Amounts ($2 - 5 million annually); number of city contracts; engineering costs
Inspections (Projects)	Annual City Project Amounts ($2 - 5 million annually); number of city contracts; engineering costs
Asbuilt Drawings (Projects)	Number of asbuilt drawings completed annually; accuracy of record drawings
Pending Assessments	Number of inquiries responded to annually; number of assessed properties
GIS Public Works Project	Number of maps created annually; number of public meeting exhibits
Arden Hills - Project Related	Number of hours spent
Falcon Heights - Project Related	Number of hours spent
Customer Citizen Service	Number of calls taken, customer inquiries resolved, letters sent, etc.; number of complaints tracked, street light tracked, etc..
Organizational Management	Customer Satisfaction, Goals met, Mission Achieved

Park and Recreation Services

Twenty-nine services were identified in the Parks & Recreation Department. Four services account for approximately 50.1% of the budgeted cost of services provided. These include skate center maintenance which has the highest budgeted service cost accounting for approximately 17.5%, youth programs accounting for approximately 13.6%, organizational management accounting for approximately 10.8%, and building maintenance accounting for approximately 8.2%.

Four services utilize approximately 52.2% of the full-time FTEs allocated to services. Organizational management utilizes approximately 17.4%, grounds maintenance utilizes approximately 11.8%, customer citizen support utilizes approximately 11.6%, and skate center maintenance utilizes 11.4%.

Personal Services make up approximately 61.9% of the budgeted cost of services, other services and charges make up approximately 30.0%, and supplies and materials make up approximately 8.0% of the costs. Park & Recreation services are shown in the table below.

Service	Personal Services	Supplies & Materials	Other Services and Charges	Total	FTEs*
Organizational Management	298,136	5,848	22,998	**326,982**	2.98
Community Relations	11,538	104	173	**11,814**	0.09
Commission Support	3,461	31	80	**3,572**	0.03
Special Events	74,342	16,461	46,855	**137,658**	0.65
Customer Citizen Support	125,031	1,809	6,529	**133,369**	1.98
Procurement	7,742	91	67	**7,901**	0.09
Payroll	15,851	504	184	**16,539**	0.25
Cash Management	8,788	67	149	**9,004**	0.19
Volunteers	47,024	4,508	2,018	**53,550**	0.50
Marketing	59,919	1,393	26,146	**87,458**	0.72
Solicit Funding	11,120	72	125	**11,317**	0.12
Data Entry	34,112	306	791	**35,210**	0.61
Youth Programs	263,120	53,220	95,794	**412,134**	0.52
Adult Programs	48,458	24,632	130,280	**203,369**	0.35
Senior Programs	14,038	2,057	4,023	**20,118**	0.15
Arts Programs	9,174	1,727	17,388	**28,290**	0.10
Fitness & Wellness Programs	4,951	234	2,106	**7,291**	0.05
Equipment Maintenance	25,286	3,044	23,847	**52,177**	0.49
Building Maintenance	98,974	58,228	90,568	**247,770**	1.23
Grounds Maintenance	168,288	18,525	30,591	**217,404**	2.02
Athletic Fields Maintenance	25,189	10,237	34,814	**70,240**	0.24
Snow Plowing	31,649	2,414	219	**34,282**	0.45
Outdoor Ice Rinks	34,460	2,688	6,355	**43,503**	0.34
Playground Structures and Equipment	23,358	4,189	4,748	**32,295**	0.34
Community Rental	57,287	2,577	96,404	**156,268**	0.18
Training	2,877	34	18,937	**21,848**	0.04
Skate Center Programs	47,248	5,024	57,626	**109,898**	0.45
Skate Center Maintenance	317,675	23,953	186,237	**527,864**	1.95
Tree Sales	-	2,280	120	**2,400**	-
Total	**1,869,097**	**246,258**	**906,169**	**3,021,525**	**17.09**

*FTE count does not include Temporary Employees

Police Services

Twenty-eight services were identified in the Police Department. Four services account for approximately 71.6% of the budgeted cost of services provided. Citizen customer service accounted for approximately 21.9%, the largest share of the budgeted costs. Patrolling accounted for approximately 21.3%, investigations accounted for approximately 15.9%, and police reports accounted for 12.4%.

Three services utilized approximately 58.5% of the FTEs allocated to services. Citizen customer service utilized 23.1%, patrolling 19.1%, and investigations 16.3%.

Personal Services make up approximately 87.2% of the budgeted cost of services, other services and charges make up approximately 8.1%, and supplies and materials make up approximately 4.7% of the costs. Police services are shown in the table below.

Service	Personal Services	Supplies & Materials	Other Services and Charges	Total	FTE
Citizen Customer Service	1,037,391	47,643	35,215	**1,120,249**	11.63
Community Liaison	221,078	16,259	2,088	**239,425**	2.51
Alarms & Security Systems	4,676	144	49	**4,870**	0.07
Fire Arms Permits	13,340	686	2,722	**16,749**	0.19
Background Investigations	9,021	275	1,021	**10,317**	0.10
Investigation	729,257	36,263	46,232	**811,752**	8.21
Crime Scene Processing	31,888	2,108	5,326	**39,323**	0.28
Patrolling	860,633	59,626	169,236	**1,089,495**	9.60
Criminal Prosecution	19,301	4,647	2,048	**25,996**	0.28
Police Reports	601,636	20,246	13,443	**635,325**	6.79
Collaborate with Others	69,207	2,484	802	**72,493**	0.77
Case Management	148,750	5,891	1,832	**156,473**	1.61
Execute Warrants	24,948	784	1,018	**26,750**	0.28
tactical ~~Tactile~~ Planning	10,522	340	2,311	**13,173**	0.09
Administrative Tickets	1,659	54	-	**1,712**	0.03
Ramsey County Citations	2,761	1,221	29	**4,011**	0.04
Criminal Histories	4,583	185	49	**4,817**	0.07
Driver License Checks	-	-	-	**-**	-
Property Room & Management	23,711	1,051	251	**25,013**	0.35
Fingerprinting	178	141	2	**321**	-
Police Records	50,971	615	24,002	**75,588**	0.74
Forfeitures	9,445	356	100	**9,900**	0.13
Security Services	9,980	430	146	**10,557**	0.13
Organizational Management	467,342	19,687	14,877	**501,905**	4.04
Training	33,737	620	60,157	**94,514**	0.35
Community Services	67,395	15,810	11,850	**95,055**	2.00
Emergency Management	-	1,735	18,050	**19,785**	-
Lake Patrol	-	-	1,900	**1,900**	-
Total	**4,453,411**	**239,298**	**414,757**	**5,107,466**	**50.29**

Service level standards/benchmarks for the Police Department are not tied directly to the services, but rather are shown in terms of calls for services, crime statistics and response times which are generally the standards used for Police services. These are shown in the table that follows based on their 2008 performance.

Service Level Standards/Benchmarks

Service Level Standards/Benchmarks	2008
2008 Total Calls for Service	38,052
Sworn Full Time Employees Per 1,000 Population	1.48
Average Number of Officers Per Shift	7
Average Number of Calls For Service Per Shift	52.1
Average Number of Patrol Contacts Per Day	200
Traffic Contacts/Citations	20,081
DUI Arrests	270
Narcotics Arrests	148
Total Arrests Per 1,000 Population	48.98
Total Part I Violent Crimes Per 1,000 Population (inc. homicide, rape, robbery, aggravated assault, arson)	1.63
Total Part I Property Crimes Per 1,000 Population (inc. burglary, shoplifting, other theft, motor vehicle theft)	46.8
Department Case Clearance Rate*	49%
Citizen Rating on Quality of Police Service**	89% Excellent/Good
Citizen Rating Feeling Safe in Neighborhood**	94%
Citizen Rating Feeling Safe in Retail Complexes**	92%
Average Response for 911 Emergencies	3 mins
Average Response for Non-Emergency Calls	10 mins
Front Office Police Reports Processed Weekly	450

*Minnesota average is 48%

** Results of 2009 Community Outreach Meetings Surveys

Fire Services

Fifteen services were identified in the Fire Department. Four services accounted for approximately 65.3% of the budgeted cost of services provided. Fire fighting accounted for approximately 23.4%, emergency medical services accounted for approximately 20.7%, training accounted for approximately 12.8%, and organizational management accounted for approximately 8.4%.

These same four services utilized approximately 50.8% of the full-time FTEs allocated to Fire services. Organizational management utilizes approximately 13.7%, training utilizes approximately 12.5%, emergency medical services utilize approximately 12.1%, and fire fighting utilizes approximately 12.5%.

Personal Services make up approximately 83.6% of the budgeted cost of services, other services and charges make up approximately 11.9%, and supplies and materials make up approximately 4.5% of the costs. Fire services are shown in the table on the following page.

Service	Personal Services	Supplies & Materials	Other Services and Charges	Total	FTE*
Citizen Customer Service	81,248	924	5,071	**87,243**	0.82
Procurement	21,853	82	1,881	**23,816**	0.26
Code Enforcement	53,865	500	1,825	**56,189**	0.57
Emergency Management	10,255	106	1,892	**12,253**	0.09
Station Duties	94,380	5,236	-	**99,615**	0.21
Equipment Maintenance	81,265	7,887	5,262	**94,413**	0.22
Building Maintenance	1,244	3,060	3,562	**7,865**	0.01
Incident Reports	56,749	575	1,825	**59,148**	0.25
Fire Fighting	241,591	30,244	90,435	**362,270**	0.86
Fire Prevention	32,960	598	1,968	**35,527**	0.28
Fire Investigation	6,428	286	3,636	**10,349**	0.05
Fire Inspections	52,368	486	786	**53,639**	0.60
Emergency Medical Services	244,058	18,585	59,381	**322,024**	0.83
Training	198,214	185	3,644	**202,042**	0.86
Organizational Management	125,472	955	4,371	**130,798**	0.94
Total	**1,301,950**	**69,706**	**185,536**	**1,557,192**	**6.87**

***FTE count does not include 62 Temporary Firefighters**

The Fire Department has established service level standards/benchmarks for three of its services as shown in the table below.

Service Level Standards/Benchmarks

Service	Service Level Standards/Benchmarks
Fire Fighting	Fire response time of 3 minutes and 39 seconds
Fire Prevention	Multi-family residential structures inspected annually; commercial/industrial structures inspected every three years
Emergency Medical Services	Emergency medical response time of 3 minutes and 39 seconds

Please let me know if you have any questions or if I can provide any additional information related to these costs.

Appendix A: Position Profile – City Manager

Services	Number of FTE's (not including seasonal or temporary employees)	Percent of general fund time performing service (FTE's only)	Number of Seasonal or Temporary Employees	Percent of general fund time performing service
EXAMPLE: Serves as liaison for Human Rights Commission	*10*	*20%*	*2*	*80%*
Customer/Citizen service				
Direct research				
Establishes goals and objectives of the department; manages workflow and staff, develops and administers budget				
Establishes org. structure				
Evaluates Services, programs or procedures for department efficiency				
Helps to define, establish and attain overall goals and objectives of the department				
Issue permits				
Manages department heads				
Manages use of consultants				
Oversee purchasing and bid letting				
Recommends appropriate fee schedules				
Represents City to the public				
Services, not listed above:				
Other non-service related activities				
Internal Meetings				
External Meetings				
Other				
TOTAL		0%		0%

Notes:

Total of Column "C" MUST equal 100%.
If there is anything listed in Column "D", total of Column "E" MUST also equal 100%.

Appendix A: Position Profile – City Manager (continued)

Services	Level of Service	Equipment Used/Leased
EXAMPLE: Serves as liaison for Human Rights Commission	*150 FTE's 2 unions etc.*	*Basic office equipment*
Customer/Citizen service		
Direct research		
Establishes goals and objectives of the department; manages workflow and staff, develops and administers budget		
Establishes org. structure		
Evaluates Services, programs or procedures for department efficiency		
Helps to define, establish and attain overall goals and objectives of the department		
Issue permits		
Manages department heads		
Manages use of consultants		
Oversee purchasing and bid letting		
Recommends appropriate fee schedules		
Represents City to the public		
Services, not listed above:		
Other non-service related activities		
Internal Meetings		
External Meetings		
Other		
TOTAL		

Notes:

Total of Column "C" MUST equal 100%.
If there is anything listed in Column "D", total of Column "E" MUST also equal 100%.

City of Roseville - 2010 Budgeting for Outcomes Process

Administration Department

** Also see attached **

Program / Function	Description
Customer Citizen Service	Responding to general citizen inquries
Procurement	Costs associated with purchasing department-related supplies
Personnel Management	All personnel and human resource functions; hiring, benefits, etc.
Records Retention	Tasks associated with adhering to mandated records retention requirements
Elections	Duties related to conducting both primary and general elections
City Council Support	Administrative support; scheduling, assembling packets, etc.
Advisory Commission Support	Administrative support; scheduling, assembling packets, etc.
City Council	City Council related activities, salaries, training, etc
Human Rights Commission	Commission expenses
Ethics Commission	Commission expenses
Legal	Retainer and non-retainer for municipal and prosecutorial services
Organizational Management	Planning, leading, and organizing department; training, leave hours
Other / Unallocated (18%)	Represents labor hours, supplies, etc. NOT allocated to a program

Finance Department

Program / Function	Description
Banking & Investment Mgmt	Manage the City's investment porfolio and banking relationships
Budgeting & Financial Planning	Prepare Budget, CIP, Financial Plan
Business Licenses	Review, process, and manage all business licenses
Cash Receipts / Receptionist	Process all receipts, main switchboard duties
Central Services	Accounts for City Hall paper, postage, etc.
Contract Administration	JPA's, wireless lease agreements
Debt Management	Manage all city and conduit debt financings and payments
Economic Development	Assist in economic development activities
Financial Accounting & Reporting	Perform all G/L, A/P, A/R, audit, and financial reporting
Gambling Licensing	Review, process, and manage all gambling licenses
General Insurance	General Fund's share of the City's Property/Liability Insurance
Payroll	Process all payrolls and reporting requirements
Purchasing	Issuing purchase orders
Risk Management	Administer all property/liabillity and work comp claims
Organizational Management	Planning, leading, and organizing department; training, leave hours
Other / Unallocated (14%)	Represents labor hours, supplies, etc. NOT allocated to a program

City of Roseville - 2010 Budgeting for Outcomes Process

Public Works Department ** Also see attached **

Program / Function	Description
Citizen Commission Support	Support PWETC; packet preparation, and familiarity with relevant issues
Grass Lake Watershed Management	Staff participation with the Grass Lake WMO
General Engineering	Design, maintenance and construction of streets, utilities, pathways
Easement / ROW Permits	Plan review, inspection, corrective actions when necessary
Community Development Planning	Review land use applications, building permits, attend Planning Comm.
Municipal State Aid Reporting	Required MSA reporting
Traffic Control / Mgmt. / Signs	Maintain 5,000 signs; replace 300 annually, street line painting/markings
Arden Hills - Non project related	General enginnering services
Falcon Heights - Non project	General enginnering services
Erosion Control Inspections	Plan review, inspection, corrective actions when necessary
As-Built Drawings - Non project	Create and modify drawings for streets, utilities, etc.
Survey - Miscellaneous	Collect surveys for park projects, property line identification, etc.
GIS - Public Works	Develop databases and maps for all public works projects
GIS - Coordination	Assist other departments with GIS data and maps
GIS - Ramsey County User Group	Upkeep City's online mapping tool and coordinate data with Ramsey Co.
Buildings & Grounds Maintenance	City Hall, PW building, License Center
Snow Plowing	Plow 350 lane miles after 2" snowfall event
Tree Trimming	Maintain 9,500 boulevard trees (20% annually)
Equipment Ordering & Planning	Research, writing specifications, bid process, ordering
ROW Maintenance & Mgmt.	Mowing, trash pickup, retaining walls, fencing, weeding, etc.
Streetscape	Maintenance along Larpenteur, Co Road B, Lincoln Dr., McCarrons Blvd
Street Maintenance & Repair	Maintain 350 lane miles of streets; cracksealing, patching, sealcoating
Pathways Maintenance & Repair	Maintain 30+ parking lots, 65 miles of pathways and sidewalk
Parks Activities	Assist in program setup, signage
Haul Materials	Haul snow, compost, large trees, maintenance materials, etc.
Vehicle Maintenance	Complete work orders, preventative maintenance
Project Planning & Management	Coordinate City's interests in State, County projects
Design & Feasibility Studies	Prepare studies, assessment rolls, contracts, specifications, plan review
Survey Pre-Construction	Survey services during design stage
Survey Construction	Survey services during construction stage
Inspections (Projects)	Oversee City projects
Asbuilt Drawings (Projects)	Create and modify drawings for streets, utilities, etc. - PROJECTS
Pending Assessments	Prepare assessment rolls, respond to inquiries
GIS Public Works Project	Develop GIS data for projects
Arden Hills - Project related	Coordinate City's interests in State, County projects
Falcon Heights - Project related	Coordinate City's interests in State, County projects
Customer Citizen Service	General services - phone and counter service, news publications, etc.
Council Support	Prepare council actions, data collection, research and recommendations
Training	Department specific training
Street Lighting	Maintain street lights, electrical costs for lighting
Organizational Management	Planning, leading, and organizing department; training, leave hours
Other / Unallocated (N/A)	Represents labor hours, supplies, etc. NOT allocated to a program

City of Roseville - 2010 Budgeting for Outcomes Process

Parks & Recreation

Program / Function	Description
Community Relations	See attached
Commission Support	
Special Events	
Customer Citizen Service	
Procurement	
Payroll	
Cash Management	
Volunteers	
Marketing	
Solicit Funding	
Data Entry	
Youth Programs	
Adult Programs	
Senior Programs	
Arts Programs	
Fitness & Wellness Programs	
Equipment Maintenance	
Building Maintenance	
Grounds Maintenance	
Athletic Fields Maintenance	
Snow Plowing	
Outdoor Ice Rinks	
Playground Structures & Equipment	
Community Rental	
Training	
Skating Center Programs	
Skating Center Maintenance	
Tree Sales	
Organizational Management	Planning, leading, and organizing department; training, leave hours
Other / Unallocated (19%)	Represents labor hours, supplies, etc. NOT allocated to a program

City of Roseville - 2010 Budgeting for Outcomes Process

Police Department ** Also see attached **

Program / Function	Description
Citizen Customer Service	General public services
Community Liaison	Providing information on law enforcement and police programs
Alarms & Security Service	Enforcement of false alarms, including fines. Residential security checks
Fire Arms Permits	Process all gun permit applications per MN Statutes
Background Investigations	Perform all required background checks for State and Local statutes
Investigation	Investigate all major cases (incidents) that occur or originated in the City
Crime Scene Processing	On-scene collection of evidence
Patrolling	24 x 7 police patrol and first responder services
Criminal Prosecutions	Present and forward cases to City/County Attorney, and other agencies
Police Reports	Completing police reports, entering into records system
Collaborate with Others	Collaboration with the public, State, County, and other agencies
Case Management	Planning, organizing, and oversight of criminal cases
Execute Warrants	Write warrants, seek judicial approval, and then execute the warrant
Tactical Planning	Department's SWAT team planning
Administrative Tickets	Costs associated with the issuance of administrative tickets
Ramsey County Citations	Costs associated with the issuance of Ramsey County citations
Criminal Histories	Perform criminal history background checks
Property Room Management	Secure evidence in accordance with state and federal court guidelines
Fingerprinting	Fingerprinting services for the public
Police Records	Maintaining all police records in system
Forfeitures	Processing all forfeited items, selling items at auction when applicable
Security Services	Police services at special events
Training	Mandated state training for police officers
Community Service	Animal control, CSO's etc.
Emergency Management	Outdoor warning siren maintenance, emergency mgmt training
Lake Patrol	Ramsey Co. Sheriff contract and other
Organizational Management	Planning, leading, and organizing department; training, leave hours
Other / Unallocated (13%)	Represents labor hours, supplies, etc. NOT allocated to a program

Fire Department ** Also see attached **

Program / Function	Description
Citizen Customer Service	Time spent to provide responses to citizen needs, questions, and requests
Procurement	Time spent researching and purchasing supplies, materials, and services
Code Enforcement	Plan review, building inspection, identifying corrective actions
Emergency Management	Preparing for disasters, disaster response, planning, training and recovery
Station Duties	Cleaning and general maintenance of three fire stations and vehicles
Equipment Maintenance	Maintaining department equipment
Building Maintenance	Maintaining fire stations
Incident Reports	Processing fire and EMS patient reports (approx 4,200 per year)
Fire Fighting	Response to fire emergencies, auto accidents, rescue incidents, etc.
Fire Prevention	Safety education, fire safety inspections, code enforcement
Fire Investigation	Determining the cause and contributing factors on the origin of any fire
Fire Inspections	Inspecting all multiple family, commercial, retail, and industrial occupancies
Emergency Medical Services	Providing advanced medical response to residents and visitors of Roseville
Training	Required training certification per the State of Minnesota
Organizational Management	Planning, leading, and organizing department; training, leave hours
Other / Unallocated (5%)	Represents labor hours, supplies, etc. NOT allocated to a program

City of Roseville - 2010 Budgeting for Outcomes Process

Miscellaneous

Program / Function	Description
Debt Service	
Park Improvement Program	
Pathway Maintenance	
Boulevard Landscaping	
Fire Relief Association	State-mandated City Obligation
Other	$190K for debt, $50K IT, $25K Bldg Replacement

Administration

Customer Service
Record Retention - Citywide system to retain all city data in accordance with state statute.

Records Retention
Citywide system to retain all city data in accordance with state statute. We are in the process of transferring pertinent documents to laser fiche for easier access for both employees and the general public.

Elections
All activities of conducting a biennial voting for city, county, state and federal level offices and questions. Includes retention and training of election judges, absentee voting, election day voting and other administrative details.

Organizational Management
The City Manager is responsible for all day to day operations of the municipality. This position must provide general direction and leadership to the organization through 6 department heads and the Administration Dept.

City Council
The City Council funds memberships and external operations such as Ramsey County League of Local Governments, League of Minnesota Cities, Northwest Youth and Family Services, Roseville Senior Program and the Suburban Rate Authority. In addition, the City Council contracts for services for meeting minutes preparation and annual financial audits.

City Council Support
The major responsibilities are in the area of the organization, preparation and dissemination of meeting packets; completion, retention and distribution of contracts, resolutions, ordinances (through Codification of the City Code), public hearing notices, minutes (as provided by the recording secretary) and other official documents. It also includes administrative support to members of the City Council as needed.

Advisory Commission Support
Advisory Commission Support is primarily in the area the appointment and reappointment of commissioners, which includes the publication of vacancies, receiving citizen applications, arranging interviews, and maintaining accurate information regarding appointments and terms of commissioners.

Human Rights Commission
The City Manager and staff provide staff support to the Human Rights Commission, which meets monthly.

Ethics Commission
The City Manager and staff provide staff support to the Ethcis Commission, which meets quarterly and includes the organization of the Annual Ethics Training Session.

Legal Services
The City Contracts for Civil Attorney services supporting City operations, and for Prosecuting Attorney services.

Procurements
Procurements for the Administration Department include equipment and supplies for office, events and other needs. Costs are incurred include determining the best vendor, ordering products or picking up products and processing invoices or other forms of payment authorization.

Personnel Management
Personnel management surrounds all activities involving the human capital of the City. This includes the strategic, operational and statutory functions involving city staff. Personnel Management includes but is not limited to Staffing, Compensation, Benefits, Labor Relations, Collective Bargaining, Performance Management, Training and Development, Organizational Planning and Analysis, Budgeting and Contracts, City Policies and Procedures, Recordkeeping and Personnel Communications.

Public Works Services Summary	
Service	**Brief Description of Service**
Citizen Commission Support	Support Public Works Environment and Transportation Citizen Commission with agenda and packet preparation and meeting organization and administration. Maintains an interest in and an understanding of the Roseville Public Works Department and in federal, state, county, regional and other services that impact the City's public works functions.
General Engineering Activities	General engineering activities include all Citizen interaction related to design, maintenance, and construction of streets, pathways, drainage, and utilities. General inquiries regarding drainage, regulations, maintenance, property lines, traffic, safety, and wetlands. Questions regarding City, State, and County Projects.
Easement/Right-of-Way Permits	To protect the City's infrastructure and for public safety, we require all work within the right- of-way to permitted. This ensures that the work takes place in a timely manner and areas are restored to protect the City's street and utility infrastructure. Issue 170 + annual permits. Tasks include plan review, inspection, applicant coordination, and corrective action enforcement.
Community Development & Planning	Review of land use applications and building permits to ensure that they comply with City Code. Attend Development Review Committee meetings, review land use applications, review building permits, coordinate permits and inspections involving utilities, easements, and drainage. Attend meetings to respond to questions regarding land use applications. Attend Planning Commission meetings.
Municipal State Aid Reports	Tracking and maintenance of the City's MSA system data including annual needs reports and certification of mileage. Prepare required State Aid reports and documentation for gas tax reimbursement for system eligible street projects.
Traffic Control/Management/Signs	Maintain 5,000 signs for traffic control and information to drivers. Replace 300 signs & posts annually due to age/condition, accidents, vandals, and miscellaneous repairs. Street message painting, centerline striping, pedestrian markings/signs.
Arden Hills - Non Project Related	Provide oversight of Joint Powers Agreement, meet with AH City Manager & Public Works Director, Act as City Engineer, provide assistance to City Engineer, answer public inquiries regarding utilities, property lines, past & future projects & city services. Review land use applications & respond to customer drainage concerns.
Falcon Heights - Non Project Related	Provide oversight of Joint Powers Agreement. Act as City Engineer. Provide technical assistance. Assist Falcon Heights customers and staff on the phone and in person with utilities, property lines, past & future project inquiries, other general engineering duties. Review land use applications & respond to customer drainage concerns.
Erosion Control Inspections	In order to control or eliminate soil erosion and sedimentation resulting from construction activity the City issues erosion control permits. This ensures that the work takes place in a timely manner and areas are restored to protect the City's drainage and natural infrastructure. Tasks include plan review, inspection, applicant coordination, and corrective action enforcement. This service also includes staff time spent working on policy, education, training to meet the requirements of the City's MPCA Phase II permit.
As-Built Drawings - Non Project	Create and modify existing infrastructure record drawings for Streets, Storm, Sanitary, and Watermain using Computer Aided Design Software (AutoCAD).
Survey Miscellaneous	Collection of survey information for miscellaneous purposes. Assist other departments to collect survey information, such as parks projects, property lines for the Community Development Department, vehicle accident investigations for the Police Department. Assist residents with drainage concerns.
GIS - Public Works	Respond to Public Works activity inquiries. Develop databases and GIS coverages for Public Works Infrastructure. Provide documents and data for Public Wokrs reports. Produce annual atlas and associated Public Works activity maps. Maintaining City's RoweMap application-interface for As-built records

GIS - Coordination	Coordinate City-Wide GIS activities and data. Assist other City Departments with their GIS needs. Assist with GPS data gathering and processing for more accurate infrastructure mapping.
GIS - Ramsey County User Group	Upkeep of the City's Online Mapping tool. Monthly updates of parcel data including: Ramsey County core data and regional attributes, ACS (owner name, land/structure values and detailed address information), CAMA (appraisal information including detailed structure information). Annual Member fee = $3392.58
Buildings & Grounds Maintenance	Energy costs and other operating costs & preventative maintenance on HVAC equipment. Janitorial Services and Grounds Maintenance. Includes City Hall, Maintenance Building, and License Center.
Snow Plowing	Full plow event at 2", 350 lane miles each event. Ice control as needed. 24/7 in winter months. This process for the entire City, for 2-8" snowfall, is completed in 12 hours or less
Tree Trimming	Trim and maintain 9,500 blvd trees. Trim approximately 20% of all City Blvd. trees annually.
Equipment Ordering and Planning	Maintain equipment Capital Improvement Plan - keep up with the latest technologies for 100+ pieces of equipment. Writing specifications, bids, ordering
Right-of-Way Maintenance and Managem	Maintenance of right- of- way within the City. Including mowing, trash pick-up, retaining wall maintenance, fence maintenance, weeding, picking up abandoned furniture etc.
Streetscape	Maintain streetscaping along Larpenteur Avenue, County Road B, Lincoln Drive, McCarrons Blvd, and numerous other misc. streetscaped blvds., islands and medians. Includes maintenance of all hardscape and softscape (i.e. banners, furniture, decorative pavement, signs, fences, walls, vegetation, lighting, irrigation, etc.)
Street Maintenance & Repair	Pavement maintenance on 350 lane miles of city streets. Cracksealing, patching, sealcoating, curb repair.
Pathway Maintenance & Repair	Maintain 30+ parking lots, rebuild approximately 1-2 mile of pathway per year and 1 parking lot and maintain over 65 miles of concrete sidewalk & bituminous pathways.
Parks Activities	Assist in set-up for programs, make signs for parks and events. Assist with Parks maintenace activities
Haul Materials	Haul snow, compost, large trees. Maintenance materials and spoils materials.
Vehicle Maintenance	Complete work orders, scheduled preventative and emergency repair of city fleet.
Project Planning & Management	Manage City projects, Coordinate City interests in County and State projects. Assist customers on the phone and in person with project inquiries. Schedule, track, budget, update website, newsletter preparation, contractor meetings, City Council agenda preparation, City Council meetings, Public Information meetings, site visits, payment and quantity review, change orders, resolution of project related customer concerns.
Design & Feasibility Studies (projects)	Prepare feasibility studies, assessment rolls, contracts, and specifications. Plan review and coordination. Prepare plans and specifications for construction projects.
Survey Pre-Construction (projects)	Surveying services for construction contracts during the design phase of projects.
Survey Construction (projects)	Survey services for construction contracts during the construction phase of projects.
Inspections (projects)	Oversee City construction contract work, manage day to day construction activities, prepare contract payments, change orders, and daily documentation. Resolution of customer concerns.
Asbuilt Drawings (projects)	Creating and modifying record drawings for annual projects, including streets, storm water, sanitary sewer and watermain using AutoCAD software.
Pending Assessments	Prepare assessment rolls for projects being assessed. Respond to inquiries regarding pending assessments for City projects.
GIS Public Works Projects	Develop databases and GIS coverages for Public Works projects. Provide documents and data for Project reports. Provide exhibits for public meetings
Arden Hills - Project Related	Manage City projects, Coordinate City interests in County and State projects. Assist customers on the phone and in person with project inquiries. Schedule, track, budget, update website, newsletter preparation, contractor meetings, City Council agenda preparation, City Council meetings, Public Information meetings, site visits, payment and quantity review, change orders, resolution of customer concerns.

Falcon Heights - Project Related	Manage City projects, Coordinate City interests in County and State projects. Assist customers on the phone and in person with project inquiries. Schedule, track, budget, update website, newsletter preparation, contractor meetings, City Council agenda preparation, City Council meetings, Public Information meetings, site visits, payment and quantity review, change orders, resolution of customer concerns.
Customer Service	Phone and counter coverage, mail distribution, supply ordering, track street light problems, weekly filing, meter repair, inspection, and replacement appointments. Respond to online inquiries or direct to proper person. Calls & tracking for compost/wood chip deliveries annually, track leaf pickup participants & customer calls & inquries annually, sealcoat letters to residents annually, Fall/Winter Tree Trimming lables annually. Assist with annual production of laminating & binding atlases.
Organizational Management	Planning, organizing, and leading the department. Daily decisions required to be effective in meeting department goals and obligations.
Council Support	Prepare Council Actions, data collection, cost implications and recommendations, research, analysis and reports.

Services Summary
Parks & Recreation

	Service	Personal Services	Supplies & Materials	Other Services and Charges	Total	
	Organizational Management	298,136	5,848	22,998	**326,982**	Based on % of FT staff time spent on items directly from job description of each
	Community Relations	11,538	104	173	**11,814**	Developing and maintaining a community relations program to assure a good image for the department and the City, including advice to various civic clubs and organizations to help with coordination of community projects.
	Commission Support	3,461	31	80	**3,572**	Overall time spent by director working with the P & R Commission
	Special Events	74,342	16,461	46,855	**137,658**	To provide city residents and the business community the opportunity to participate in a variety of special activities, encouraging social interaction and community awareness.
	Customer Citizen Support	125,031	1,809	6,529	**133,369**	The customer service/support staff at the Parks and Recreation office process thousands of registration requests and answer phone calls throughout the year.
	Procurement	7,742	91	67	**7,901**	Making, manageing and tracking purchasing, payments, financial statements, etc.
Mandatory	Payroll	15,851	504	184	**16,539**	Time spent monitoring and preparing payroll for entire parks and recreation department
Mandatory	Cash Management	8,788	67	149	**9,004**	Time spent monitoring and preparing cash deposits, etc.
	Volunteers	47,024	4,508	2,018	**53,550**	Time spent by various staff members, plus supplies to recruit, manage, supervise and encourage volunteers
	Marketing	59,919	1,393	26,146	**87,458**	Time spent by various staff memebers plus supplies to prepare promotional materials for programs, services and facilities
	Solicit Funding	11,120	72	125	**11,317**	Development and implementation of alternative revenue sources, i.e. grants, sponsorships, etc.as applicable to Park and Recreation programs
Mandatory	Data Entry	34,112	306	791	**35,210**	Entry of facility and recreation information as related to parks and recreation
	Youth Programs	263,120	53,220	95,794	**412,134**	To provide opportunities for city youth to experience and participate in team and individual, recreational and competitive sports activities in a setting whereby social interaction, sportsmanship, participation, and athletic skill development are encouraged.
	Adult Programs	48,458	24,632	130,280	**203,369**	To provide the city adult resident and business population the opportunity to participate in both active and passive programs to improve their quality of life.
	Senior Programs	14,038	2,057	4,023	**137,658**	To provide the city senior resident the opportunity to participate in both active and passive programs to improve their quality of life.
	Arts Programs	9,174	1,727	17,388	**28,290**	To provide the arts community the opportunity to participate in both active and passive programs to improve their quality of life.
	Fitness & Wellness Programs	4,951	234	2,106	**7,291**	To provide all populations of the community the opportunity to participate in both active and passive programs to improve their quality of life and inprove healthy living
	Equipment Maintenance	25,286	3,044	23,847	**52,177**	Ongoing maintenance of park and recreation related equipment such as lighting systems, irrigation systems, mechancial equipement, general ammentities,etc.
	Building Maintenance	98,974	58,228	90,568	**247,770**	Ongoing maintenance and upkeep of all buildings used in offering recreation activites to the community, shelters, warming houses, HANC, gymnasiums, etc.
	Grounds Maintenance	168,288	18,525	30,591	**217,404**	Ongoing grounds maintenance such as mowing, trimming, grooming, landscape mainteances, tree planting and maintenance, etc.
	Athletic Fields Maintenance	25,189	10,237	34,814	**70,240**	Mowing timming, lining, preparing mulitple locations and uses of fields for regular use
	Snow Plowing	31,649	2,414	219	**34,282**	Snow removal on paark trails, off road paths, OVAL, all park related facilities.
	Outdoor Ice Rinks	34,460	2,688	6,355	**43,503**	Preparing, flooding, maintaining all neighborhood outdoor ice rinks

	Playground Structures and Equipment	23,358	4,189	4,748	**32,295**	Inspection and simple repairs to all playground units in the system
	Facility Rental	57,287	2,577	96,404	**156,268**	To provide city residnets and businesses the ability to create their own recreational activity by providing access to facilities and equipment.
	Training	2,877	34	18,937	**21,848**	Training activities for the entire Parks and Recreation Department
	Skate Center Programs	47,248	5,024	57,626	**109,898**	Contractual and in-house programs offered at the Skating Center
	Skate Center Maintenance	317,675	23,953	186,237	**527,864**	Ongoing maintenance provided for the complex ice system sand related areas
	Tree Sales		2,280	120	**2,400**	Program in cooperation with Ramsey County whereby trees are purchase and sold for that price to encourage additional tree planting opportunities
	Total	**1,869,097**	**246,258**	**906,169**	**3,021,525**	

Roseville Police Department
Description of Services (Services as defined by Springsted Study)
September 2009

SERVICE	BRIEF DESCRIPTION
Citizen Customer Service	The foremost function of the police department is to serve and protect the public. Department employees are directed to follow the Department mission statement: *We are committed to work as a team with other city departments and our community to provide innovative, effective and efficient service which will improve the quality of life in the city of Roseville.*
Community Liaison	Community Relations Coordinator: serves as a liaison between the community and the police department. Provides information to the public reference a multitude of inquiries related to law enforcement and quality of life issues. Serves as the point person for the following programs: National & Family Night Out, Citizens Academy, Neighborhood Block Watch, volunteer Citizens Park Patrol, volunteer Reserve Officer unit, Police Explorer's, Shop With A Cop program, Officer Friendly program, Senior Safety Camp, Bike Rodeos, web and mail Crime Alerts, business/residential safety/security reviews, child safety seat checks, etc.
Alarms & Security Checks	Enforcement of false alarms, tracking of false alarms for appropriate fines, business and residential security checks performed by Community Relations Coordinator. All revenue generated through false alarm fines goes into the City's general fund.
Firearm Permits	Dept. Assistant: processes gun permit purchases, resulting in multiple inquiries of nation-wide, state and local criminal histories, utilizing the BCA and Department of Human Services. Per Minnesota Statute all permits to purchase a firearm must be approved by the Chief of Police.
Background Investigations	Background checks through the Minnesota Bureau of Criminal of Apprehension (BCA) for new hires, gun purchase permits, clearance letters, investigations, business licensing: performed by front office staff trained by the BCA. In-depth background checks for prospective police hires handled by sworn personnel.
Investigation	Investigation of all major cases (incidents) by the department's detectives that occur or originated in the City of Roseville; investigation continues until case is cleared or closed; officers are responsible for investigating lesser crimes.
Crime Scene Processing	On-scene collection of evidence; secured filing and tracking of evidence in police department; property room technician oversees the submission of evidence to BCA, prosecuting/defense attorneys and the courts.
Patrolling	24 hour day/seven days a week police patrol of the entire City; first responder on the scene of all 9-1-1 calls.
Criminal Prosecution	Present and forward cases to City/County Attorney, Probation, Child Protection, and other law enforcement/public safety/criminal justice agencies
Police Reports	Approximately 25,000 police reports are written by Patrol annually. Investigations review reports on a daily basis and handle any major case reports. Record Technicians review and code all reports and then enter the reports into the records management system. The Front Office Assistant scans any additional documents pertaining to the reports and files the hard copy. Copies of police reports are available to the public upon request. Any revenue generated by the sale of copies of reports goes into the City's general fund. Police reports are also forwarded to the City/County Attorneys, the Courts and other criminal justice entities.
Collaborate with Others	To function efficiently the police department has an active and continual collaboration with the public, the State, County, other city departments, other law enforcement agencies, the courts, local businesses, the schools, vendors, and unions.
Case Management	Reviewing cases to determine which cases require follow up or review by a detective based on solvability factors and case loads. Planning, organizing, and oversight of the tasks and procedures used to investigative criminal cases. Coordination and supervision of major investigations and crime scenes.

SERVICE	BRIEF DESCRIPTION
Execute Warrants	Investigations, Patrol, and Narcotics Unit—write warrants, get appropriate signature from judicial system and then execute (execution of warrant may involve SWAT).
Tactical Planning	Operations Commander is in charge of the Department's SWAT; however, Administration and other SWAT members are instrumental in the training and the execution of tactical incidents.
Administrative Tickets	City administrative tickets; issued for non-moving violations. Used by all sworn staff including Community Service Officers. Admin tickets are tracked by the Front Office Assistant and if not paid as stated, are forwarded to the Court where they result in a Ramsey County citation. All generated revenue goes into the City's general fund.
Ramsey County Citations	Issued by all sworn officers for various offenses. All citations are entered into the Department's records management system before being forwarded to Court. All generated revenue goes into the City's general fund.
Criminal Histories	Run by BCA authorized front office staff for the purpose of hiring, gun permits, investigations, officer safety, business licensing, etc.
Driver License Checks	Historically, the police department ran DL histories for the public at a cost of $4.00/each (to City's general fund). Recent direction from the BCA has caused this service to cease, however office staff continue to generate driver license histories as required by the Department for internal use.
Property Room	Secured maintenance of evidence to remain in compliance with state and federal court guidelines.
Fingerprinting	A service provided for the public by front office staff; started in December 2008; has generated $6,400 in revenue for the City's general fund.
Police Records	Function of the police services manager, record techs and front office assistant—all personnel oversee reports for accuracy, correct criminal coding, filing, retention, expungement, and ease of retrieval.
Forfeitures	Function of the property room technician; overseen by the captain—forfeited autos, property and cash through alcohol and narcotics arrests; items sold at auction to supplement police operating budget, (per state statute).
Security Services	School Liaison Officer; under contract through the school district (which pays 2/3 of officer's salary); provides police services at RAHS during the school year.
Organizational Management	Personnel supervision, strategic planning, budget planning/management, grant procurement/management, internal investigations, compliance with data practices and state statutes, policy and procedure development, web site maintenance, union deliberation, training, etc.
Training	Sworn officers are mandated by the state of MN to attend certain types of training on a regularly scheduled basis – legal update, use of force, firearms, defensive driving, along with appropriate training reference an officer's individual career track.
Community Service	Annual community service officer budget includes the cost of the City's animal control program with Brighton Vet Clinic—takes in strays and attempts to locate owner, also disposes of dead animals. CSO personnel also provide a multitude of services for both police and the city's administrative department.
Emergency Management	City-wide emergency siren maintenance cost of training for designated emergency manager, and cost to support the Department's volunteer reserve officer program.
Lake Patrol	Ramsey County Sheriff's Office to patrol City lakes (water issues only).

Fire Department Service Area Definitions

Citizen Customer Service
Brief Description of Service
Time spent by all staff of the fire department engaged in providing response to needs, questions, and requests from the community.

Procurement
Brief Description of Service
Time spent researching and purchasing supplies, materials, and services for the operations of the fire department.

Code Enforcement
Brief Description of Service
Time spent by staff on plan review, building inspection, identifying non-compliant items, explaining corrective actions, and re-inspection to verify compliance.

Emergency Management
Brief Description of Service
Involves preparing for disasters before they occur. Disaster response, planning, training and recovery.

Station Duties
Brief Description of Service
Time spent by all staff of the fire department cleaning and general maintenance of three fire stations and fire department vehicles.

Equipment Maintenance
Brief Description of Service
Time spent by all staff of the fire department maintaining department equipment.

Building Maintenance
Brief Description of Service
Time spent by all staff of the fire department maintaining three fire station buildings.

Incident Reports
Brief Description of Service
Time spent by all staff of the fire department completing fire and EMS patient reports. The fire department completes an average of 4200 reports per year. Reports assure quality control and liability protection.

Fire Fighting

Brief Description of Service

Response to fire related emergencies, auto accidents with entrapment, hazardous materials incidents, rescue incidents, and many other needs of the community.

Fire Prevention

Brief Description of Service

Time spent preventing fires and fire related injuries or deaths in the homes and business of Roseville, through fire safety education, fire safety inspections, code enforcement, and building relationships within the community.

Fire Investigation

Brief Description of Service

Time spent determining the cause and contributing factors in relation to the origin of any fire.

Fire Inspections

Brief Description of Service

Time spent inspecting all multiple family, commercial, retail, and industrial occupancies.

Emergency Medical Services

Brief Description of Service

Provide life saving advanced medical response to residents and visitors of Roseville. Roseville fire department responds to an average of 3500 requests for medical services per year.

Training

Brief Description of Service

Firefighters are required to maintain training certification and proficiency levels per the State of Minnesota for both firefighting and emergency medical skills. Most fire and EMS training is done while on shift, but larger multiple company training is held each quarter.

Organizational Management

Brief Description of Service

The process of planning, organizing, leading and controlling the efforts of the fire department to achieve City and departmental goals and objectives.

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 10/19/09
Item No.: 10.b

Department Approval | City Manager Approval

Item Description: 2010 Budget Prioritization Process - Phase #1 - Continued

BACKGROUND

Enclosed with this RCA, is a new prioritization matrix that incorporates the 2009 Budget figures and also identifies new budget impact items for 2010. By separate communication, the Council received this matrix in electronic form which will allow each Member to interactively prioritize the various programs and services and subsequently see the funding impact based on those decisions. You can perform as many iterations as you like.

The remainder of this memo contains the same information that was included in the Council's 10/12/09 Packet.

On September 14, 2009, the City Council adopted a preliminary, non-to-exceed, property tax levy for 2010. In adopting this preliminary levy, it was understood that the Council would conduct a series of additional budget-related meetings to establish funding priorities and to make final spending decisions before the annual truth-in-taxation meeting.

In support of this effort, the City Council established the following additional meetings:

2010 Budget Meeting Schedule

Date	Topic / Purpose	Est. Duration
October 12, 2009	Prioritization session – Phase I	2 Hours
October 19, 2009	Prioritization session – Phase I (tentative)	1 Hour
November 9, 2009	Prioritization session – Phase II	2 Hours
November 16, 2009	Finalize 2010 Tax Levy and Budget	1 Hour
December 7, 2009	Truth in Taxation Hearing	1 Hour
December 21, 2009	Adopt Final 2010 Budget and Tax Levy	1 Hour

As noted in a previous communication, it is suggested that the first prioritization session be structured in a way that allows the Council to prioritize all city programs <u>independent</u> of the costs or service levels associated with those programs. This ensures that on a fundamental level, programs that are valued the most are ranked the highest. It is suggested that the Council use the October 12th meeting for this purpose.

For the October 12th meeting, Staff is suggesting the following discussion format:

Topic / Purpose	Est. Duration
Review and Rank Administration Programs	10 minutes
Review and Rank Finance Programs	10 minutes
Review and Rank Parks & Recreation Programs	25 minutes
Review and Rank Police Programs	25 minutes
Review and Rank Fire Programs	25 minutes
Review and Rank Public Works Programs	25 minutes

The total amount of discussion time is expected to be approximately 2 hours. If necessary, the Council can also use the October 19th meeting.

To facilitate the discussion, City Staff have prepared a citywide matrix that lists out each major functional area or program along with; the 2009 direct costs, a notation of whether that program is mandated by federal or state statute or is required under City Code. In addition, City Staff have also attempted to categorize the current level of service for each program. It is hoped that this matrix will trigger questions regarding these service levels and the resources that might be needed in the future.

Finally, the Council will receive a second citywide matrix that lists out these same programs in similar, and in some cases expanded, detail. The Council will be asked to assign a priority level for each program. City Staff will then compile the Council's selection and bring back that compilation at the next available Council meeting.

The second phase of the prioritization process will focus on matching up program rankings with the costs associated with those programs. The costs will reflect the 2009 Budgeted amounts for reference purposes, as well as the estimated amounts needed in 2010 to maintain these programs at existing service levels. It is expected that for 2010, program costs will exceed available revenues. If this occurs, the Council will then be asked to either; 1) reprioritize the programs, 2) reallocate funding, or 3) suspend programs.

The initial prioritization sessions will include a citywide prioritization process whereby City Councilmembers will be expected to assign general priority categories to each city program or function. Suggested priority categories include:

1) **High priority**
   - ❖ High priority items include any federal or state mandates, legal or contractual (multi-year) obligations, or functions that are <u>essential</u> to preserving the health, safety, and welfare of the community.

2) **Medium priority**
   - ❖ Medium priority items include functions not included in category #1, yet create the greatest value and/or benefit the largest number of residents. It also includes those functions that help the City distinguish itself from other communities.

3) **Low priority**
   - ❖ Low priority items include functions not included in category #1 or #2, yet create added or complimentary value to high or medium priorities. These priorities are funded only after it has been determined that high and medium priorities have been funded at a sufficient level.

Policy Objective

Establishing a budget process that aligns resources with desired outcomes is consistent with governmental best practices, provides greater transparency of program costs, and ensures that budget dollars are allocated in the manner that creates the greatest value.

Financial Impacts

Not applicable.

Staff Recommendation

Not applicable.

Requested Council Action

Review and discuss City services and begin the ranking and prioritization process.

Prepared by: Chris Miller, Finance Director
Attachments: A: Interactive Priority Matrix
B: Program Summary Matrix (from 10/12/09 Council Packet)

Attachment A

City of Roseville
2010 Budgeting for Outcomes Prioritization Process
Property-Tax Supported Programs

Department / Division	Program / Function	Priority Rank	2009 Budget	2010 Budget	Funding Result
2010 Item	Police, Fire, and Finance software maintenance	-	-	10,000	OK
2010 Item	Police & Fire dispatching	-	-	30,000	OK
2010 Item	Janitorial, legal, auditing contracts	-	-	13,000	OK
2010 Item	Inflation - vehicle supplies	-	-	25,000	OK
2010 Item	Inflation - facility supplies and small repairs	-	-	40,000	OK
2010 Item	Inflation - Prof Svcs (street striping, trash pickup, etc.)	-	-	35,000	OK
2010 Item	Inflation - telephone services	-	-	15,000	OK
2010 Item	Inflation - postage and printing	-	-	10,000	OK
2010 Item	Inflation - office & operating supplies	-	-	20,000	OK
2010 Item	Inflation - training and staff development	-	-	25,000	OK
2010 Item	Employee Healthcare	-	-	50,000	OK
2010 Item	Diseased & Hazardous Tree Removal	-	-	100,000	OK
2010 Item	Inflation - street maintenance materials	-	-	80,000	OK
2010 Item	Replace Lost State aid	-	-	450,000	OK
2010 Item	Re-establish vehicle and equipment replacement	-	-	500,000	OK
2010 Item	Debt Service on Arena project	-	-	100,000	OK
2010 Item	Fire Relief pension obligation	-	-	250,000	OK
2010 Item	Elections	-	-	50,000	OK
Administration	Elections	-	32,575	32,575	OK
Administration	Legal Services	-	272,500	272,500	OK
Administration	Admin - City Manager position	-	160,755	160,755	OK
Administration	Admin - City Council support	-	52,341	52,341	OK
Administration	Admin - Personnel Management	-	119,000	119,000	OK
Administration	Admin - Citizen support services	-	64,380	64,380	OK
Administration	Admin - Organizational Management	-	14,025	14,025	OK
Administration	Admin - Other (9%)	-	73,739	73,739	OK
City Council	Annual Audit	-	34,000	34,000	OK
City Council	TNT Hearing	-	3,500	3,500	OK
City Council	Council salaries	-	42,880	42,880	OK
City Council	Northwest Youth & Family Services contribution	-	51,000	51,000	OK
City Council	Human Rights Commission	-	2,250	2,250	OK
City Council	Ethics Commission	-	2,250	2,250	OK
City Council	Recording Secretary	-	12,000	12,000	OK
City Council	Nat'l League of Cities conference	-	1,000	1,000	OK
City Council	League of MN Cities membership	-	17,300	17,300	OK
City Council	Suburban Rate Authority membership	-	3,700	3,700	OK
City Council	RCLLG membership	-	1,600	1,600	OK
City Council	Twin Cities Chamber membership	-	250	250	OK
City Council	Roseville Senior Program contribution	-	6,000	6,000	OK
City Council	Other (4%)	-	7,330	7,330	OK
Finance	Central Services	-	76,520	76,520	OK
Finance	Contingency	-	33,875	33,875	OK
Finance	General Fund Insurance	-	80,000	80,000	OK
Finance	Finance - Finance Director position	-	144,000	144,000	OK
Finance	Finance - Risk Management	-	56,725	56,725	OK
Finance	Finance - Business licensing	-	5,728	5,728	OK
Finance	Finance - Contract administration	-	23,074	23,074	OK
Finance	Finance - Financial acct./reporting	-	102,836	102,836	OK
Finance	Finance - Payroll	-	46,912	46,912	OK
Finance	Finance - Cash receipts	-	37,939	37,939	OK
Finance	Finance - Software maintenance	-	22,000	22,000	OK
Finance	Finance - Banking / investing	-	30,000	30,000	OK
Finance	Finance - Reception Desk	-	37,939	37,939	OK
Finance	Finance - Organizational Management	-	15,111	15,111	OK

City of Roseville
2010 Budgeting for Outcomes Prioritization Process
Property-Tax Supported Programs

Department / Division	Program / Function	Priority Rank	2009 Budget	2010 Budget	Funding Result
Finance	Finance - Other (4%)	-	29,766	29,766	OK
Fire	Admin - Fire Chief position	-	140,000	140,000	OK
Fire	Prevention - Inspections & Code enforcement	-	187,600	187,600	OK
Fire	Admin - Procurement	-	23,816	23,816	OK
Fire	Admin -Emergency mgmt.	-	12,253	12,253	OK
Fire	Firefighting - Citizen customer service	-	60,430	60,430	OK
Fire	Firefighting - Station duties	-	99,616	99,616	OK
Fire	Firefighting - Equipment maintenance	-	94,414	94,414	OK
Fire	Firefighting - Building maintenance	-	7,866	7,866	OK
Fire	Firefighting - General	-	362,270	362,270	OK
Fire	Firefighting - Emergency Medical Services	-	322,024	322,024	OK
Fire	Training	-	202,043	202,043	OK
Fire	Fire - Organizational Management	-	130,798	130,798	OK
Miscellaneous	Fire Relief contribution	-	207,000	207,000	OK
Miscellaneous	Debt Service	-	1,880,000	1,880,000	OK
Miscellaneous	Park Improvement Program	-	215,000	215,000	OK
Miscellaneous	Pathway Maintenance Program	-	160,000	160,000	OK
Miscellaneous	Boulevard Maintenance Program	-	40,000	40,000	OK
Miscellaneous	$50K IT, $25K Bldg Replacement	-	75,000	75,000	OK
Parks & Rec	Admin - Parks Director position	-	140,000	140,000	OK
Parks & Rec	Admin - Parks Commission support	-	3,572	3,572	OK
Parks & Rec	Admin - Payroll	-	16,539	16,539	OK
Parks & Rec	Admin - Cash management	-	9,004	9,004	OK
Parks & Rec	Admin - Community Relations	-	11,815	11,815	OK
Parks & Rec	Admin - Special Events	-	137,658	137,658	OK
Parks & Rec	Admin - Customer Citizen Service	-	133,369	133,369	OK
Parks & Rec	Admin - Procurement	-	7,900	7,900	OK
Parks & Rec	Admin - Marketing	-	87,458	87,458	OK
Parks & Rec	Admin - Training	-	21,848	21,848	OK
Parks & Rec	Admin - Tree Sales	-	2,400	2,400	OK
Parks & Rec	Programs - Youth	-	412,134	412,134	OK
Parks & Rec	Programs - Adult	-	203,370	203,370	OK
Parks & Rec	Programs - Senior	-	20,118	20,118	OK
Parks & Rec	Programs - Arts	-	28,289	28,289	OK
Parks & Rec	Programs - Wellness	-	7,291	7,291	OK
Parks & Rec	Skating Center - Programs	-	109,898	109,898	OK
Parks & Rec	Skating Center - Maintenance	-	527,865	527,865	OK
Parks & Rec	Skating Center - Other	-	442,597	442,597	OK
Parks & Rec	Parks Maint. - Equipment	-	52,177	52,177	OK
Parks & Rec	Parks Maint. - Buildings	-	247,770	247,770	OK
Parks & Rec	Parks Maint. - Grounds	-	217,404	217,404	OK
Parks & Rec	Parks Maint. - Athletic Fields	-	70,240	70,240	OK
Parks & Rec	Parks Maint. - Snow Plowing	-	34,282	34,282	OK
Parks & Rec	Parks Maint. - Outdoor Ice Rinks	-	43,503	43,503	OK
Parks & Rec	Parks Maint. - Playground structures	-	32,295	32,295	OK
Parks & Rec	Parks Maint. - Community Rental	-	156,268	156,268	OK
Parks & Rec	Park & Rec - Organizational Management	-	326,982	326,982	OK
Parks & Rec	Park & Rec - Park Master Plan	-	100,000	100,000	OK
Parks & Rec	Park & Rec - Other (1%)	-	45,923	45,923	OK
Parks & Rec	Admin - Volunteers	-	53,550	53,550	OK
Parks & Rec	Admin - Solicit Fundraising	-	11,317	11,317	OK
Parks & Rec	Admin - Data Entry	-	35,209	35,209	OK
Police	Admin - Police Chief position	-	142,000	142,000	OK
Police	Admin - Business licensing, compliance	-	242,400	242,400	OK

City of Roseville

2010 Budgeting for Outcomes Prioritization Process

Property-Tax Supported Programs

Department / Division	Program / Function	Priority Rank	2009 Budget	2010 Budget	Funding Result
Police	Admin - Pawn shop oversight	-	40,000	40,000	OK
Police	Admin - Criminal prosecutions	-	25,996	25,996	OK
Police	Admin - Execute warrants	-	26,750	26,750	OK
Police	Patrol - RMS maintenance	-	59,000	59,000	OK
Police	Patrol - Ramsey Co. Radio support	-	12,000	12,000	OK
Police	Patrol - Dispatch	-	186,000	186,000	OK
Police	Patrol - Training (state aid)	-	20,000	20,000	OK
Police	Patrol - Patrol (state aid)	-	310,000	310,000	OK
Police	Investigations - investigations	-	811,752	811,752	OK
Police	Investigations - crime scene processing	-	39,322	39,322	OK
Police	Admin - Police reports	-	635,325	635,325	OK
Police	Admin - Police records	-	75,588	75,588	OK
Police	Patrol - Patrol other	-	779,495	779,495	OK
Police	Patrol - Citizen customer service	-	1,120,249	1,120,249	OK
Police	Patrol - Community Liaison	-	239,425	239,425	OK
Police	Patrol - Collaborate with others	-	72,493	72,493	OK
Police	Patrol - Case management	-	156,473	156,473	OK
Police	Comm Svcs - general	-	143,362	143,362	OK
Police	Emergency Mgmt - general	-	19,785	19,785	OK
Police	Admin - Organizational Management	-	488,929	488,929	OK
Police	Police - Other (3%)	-	160,036	160,036	OK
Police	Admin - Animal control	-	2,400	2,400	OK
Police	Admin - School Liaison	-	45,000	45,000	OK
Police	Admin - Security alarm responses	-	20,000	20,000	OK
Police	Admin - Fire arms permits	-	16,748	16,748	OK
Police	Admin - Background investigations	-	10,317	10,317	OK
Public Works	Admin - PW Director position	-	142,000	142,000	OK
Public Works	Admin - ROW Management	-	33,781	33,781	OK
Public Works	Admin - City Council support	-	16,830	16,830	OK
Public Works	Admin - Advisory Commission support	-	10,171	10,171	OK
Public Works	Admin - Erosion control inspections	-	5,686	5,686	OK
Public Works	Admin - Arden Hills, Falcon Heights contract	-	29,655	29,655	OK
Public Works	Admin - Project planning	-	77,887	77,887	OK
Public Works	Admin - Design and feasibility studies	-	82,029	82,029	OK
Public Works	Admin - Project surveying	-	36,803	36,803	OK
Public Works	Admin - Project inspections	-	59,469	59,469	OK
Public Works	Admin - Customer Citizen services	-	32,771	32,771	OK
Public Works	Streets - MSA Road maintenance	-	270,000	270,000	OK
Public Works	Streets - General maintenance	-	121,672	121,672	OK
Public Works	Streets - Traffic control, mgmt, Signs	-	140,073	140,073	OK
Public Works	Streets - Snow plowing	-	123,730	123,730	OK
Public Works	Streets - Tree trimming	-	44,930	44,930	OK
Public Works	Streets - Streetscape	-	27,631	27,631	OK
Public Works	Vehicle Maint -	-	163,211	163,211	OK
Public Works	Public Works - Organizational Management	-	66,349	66,349	OK
Public Works	Public Works - Other (1%)	-	32,258	32,258	UNFUNDED
Public Works	Streets - Pathway maintenance & repair	-	159,174	159,174	UNFUNDED
Public Works	Streets - Hauling materials	-	20,083	20,083	UNFUNDED
Public Works	Street Lighting	-	200,000	200,000	UNFUNDED
Public Works	Bldg Maint - custodial	-	57,000	57,000	UNFUNDED
Public Works	Bldg Maint - general	-	422,752	422,752	UNFUNDED
Public Works	Admin - Grass Lake WMO	-	7,764	7,764	UNFUNDED
Public Works	Admin - MSA Reporting	-	1,666	1,666	UNFUNDED
			$17,973,195	$19,776,195	

City of Roseville
2010 Budgeting for Outcomes Prioritization Process
Property-Tax Supported Programs

Department / Division	Program / Function		Priority Rank	2009 Budget	2010 Budget	Funding Result
		2009 Available Revenues		$17,973,195	$17,973,195	
		2010 Add'l Levy		-	1,161,140	
		2010 decline in non-tax revenues		-	(250,000)	
		2010 Add'l Park & Rec monies		-	4,130	
		Total Revenues		$17,973,195	$18,888,465	
		Amount over (under) Budget			$ 887,730	

City of Roseville - 2010 Budgeting for Outcomes Process

Administration Department

Program / Function	Description	Personnel Services	Supplies / Materials	Other svcs & Charges	2009 Budget Total	Mandated ? Yes	Mandated ? Pct. Amt	Level of Service Min. / Low	Level of Service Med	Level of Service High	Performance Measure / Service Standard / Outputs
Customer Citizen Service	Responding to general citizen inquries	$ 61,198	$ 904	$ 2,278	$ 64,380					X	
Procurement	Costs associated with purchasing department-related supplies	5,832	29	520	6,381					X	
Personnel Management	All personnel and human resource functions; hiring, benefits, etc.	113,368	568	15,597	129,533	X			X		
Records Retention	Tasks associated with adhering to mandated records retention requirements	1,706	100	-	1,806	X		X			
Elections	Duties related to conducting both primary and general elections	9,100	1,133	37	10,270	X			X		
City Council Support	Administrative support; scheduling, assembling packets, etc.	45,188	226	2,016	47,430	X				X	
Advisory Commission Support	Administrative support; scheduling, assembling packets, etc.	4,804	81	26	4,911	X				X	
City Council	City Council related activities, salaries, training, etc	42,880	-	137,680	180,560	X				X	
Human Rights Commission	Commission expenses	-	-	2,250	2,250	X			X		
Ethics Commission	Commission expenses	-	-	2,250	2,250	X		X			
Legal	Retainer and non-retainer for municipal and prosecutorial services	-	-	272,500	272,500	X				X	
Organizational Management	Planning, leading, and organizing department; training, leave hours	72,531	363	2,153	75,047	X			X		
Other / Unallocated (18%)	Represents labor hours, supplies, etc. NOT allocated to a program	-	-	177,057	177,057				n/a		
	Total	$ 356,607	$ 3,404	$ 614,364	$ 974,375						

City of Roseville - 2010 Budgeting for Outcomes Process

Finance Department

Program / Function	Description	Personnel Services	Supplies / Materials	Other svcs & Charges	2009 Budget Total	Mandated ? Yes	Mandated ? Pct. Amt	Level of Service Min. / Low	Level of Service Med	Level of Service High	Performance Measure / Service Standard / Outputs
Banking & Investment Mgmt	Manage the City's investment porfolio and banking relationships	$ 58,255	$ 628	$ 3,739	$ 62,622	X		X			
Budgeting & Financial Planning	Prepare Budget, CIP, Financial Plan	62,974	246	5,738	68,958	X			X		Received GFOA Award for Budgeting document for 10th consecutive year
Business Licenses	Review, process, and manage all business licenses	2,728	11	118	2,857	X		X			
Cash Receipts / Receptionist	Process all receipts, main switchboard duties	72,138	282	3,457	75,877	X			X		Processed 40,000 receipts with 99% accuracy
Central Services	Accounts for City Hall paper, postage, etc.	-	27,000	49,520	76,520			X			Also received and routed 19,000 calls with a 30-second average
Contract Administration	JPA's, wireless lease agreements	21,576	84	1,414	23,074	X		X			
Debt Management	Manage all city and conduit debt financings and payments	16,399	64	1,854	18,317	X		X			
Economic Development	Assist in economic development activities	3,936	15	361	4,312			X			
Financial Accounting & Reporting	Perform all G/L, A/P, A/R, audit, and financial reporting	97,400	327	5,109	102,836	X			X		Received GFOA Award for Financial Reporting for 29th consecutive year
Gambling Licensing	Review, process, and manage all gambling licenses	2,728	11	132	2,871	X		X			Also processed 7,000 vendor payments with 99% accuracy
General Insurance	General Fund's share of the City's Property/Liability Insurance	-	-	80,000	80,000	X			X		
Payroll	Process all payrolls and reporting requirements	44,295	473	2,144	46,912	X			X		Successfully processed 8,000 paychecks with 99% accuracy
Purchasing	Issuing purchase orders	1,364	5	66	1,435	X		X			
Risk Management	Administer all property/liabillity and work comp claims	53,479	209	3,037	56,725	X			X		Processed 50 work comp and 35 property/liability claims
Organizational Management	Planning, leading, and organizing department; training, leave hours	14,849	17	245	15,111	X			X		
Other / Unallocated (14%)	Represents labor hours, supplies, etc. NOT allocated to a program	-	-	103,998	103,998				n/a		
	Total	$ 452,121	$ 29,372	$ 260,932	$ 742,425						

City of Roseville - 2010 Budgeting for Outcomes Process

Public Works Department

Program / Function	Description	Personnel Services	Supplies / Materials	Other svcs & Charges	2009 Budget Total	Mandated ? Yes	Mandated ? Pct. Amt	Level of Service Min. / Low	Level of Service Med	Level of Service High	Performance Measure / Service Standard / Outputs
Citrizen Commission Support	Support PWETC; packet preparation, and familiarity with relevant issues	$ 9,636	$ 106	$ 429	$ 10,171	X		X			
Grass Lake Watershed Management	Staff participation with the Grass Lake WMO	6,998	77	689	7,764	X		X			
General Engineering	Design, maintenance and construction of streets, utilities, pathways	22,023	871	969	23,863				X		Number of resident issues addressed
Easement / ROW Permits	Plan review, inspection, corrective actions when necessary	1,095	392	91	1,578	X		X			Compliance/Issue approximately 170 permits annually
Community Development Planning	Review land use applications, building permits, attend Planning Comm.	22,434	246	850	23,530			X			Compliance/ Number of applications reviewed
Municipal State Aid Reporting	Required MSA reporting	1,598	18	50	1,666	X		X			Maximum funding received/ timeliness of reimbursement
Traffic Control / Mgmt. / Signs	Maintain 5,000 signs; replace 300 annually, street line painting/markings	83,424	22,376	34,273	140,073	X			X		compliance with standards
Arden Hills - Non project related	General enginnering services	5,944	65	203	6,212				X		Service Satisfaction/ Revenue
Falcon Heights - Non project	General enginnering services	2,479	27	88	2,594				X		Service Satisfaction/Revenue
Erosion Control Inspections	Plan review, inspection, corrective actions when necessary	5,421	59	206	5,686	X		X			Number of Permits Issued/Compliance
As-Built Drawings - Non project	Create and modify drawings for streets, utilities, etc.	19,975	219	1,450	21,644				X		Accuracy of Record Drawings
Survey - Miscellaneous	Collect surveys for park projects, property line identification, etc.	2,520	28	126	2,674				X		Number of problems addressed
GIS - Public Works	Develop databases and maps for all public works projects	55,495	609	1,670	57,774				X		Accuracy/Number of coverages
GIS - Coordination	Assist other departments with GIS data and maps	5,687	62	171	5,920				X		
GIS - Ramsey County User Group	Upkeep City's online mapping tool and coordinate data with Ramsey Co.	6,980	77	3,570	10,627				X		Cost savings
Buildings & Grounds Maintenance	City Hall, PW building, License Center	77,296	29,217	373,239	479,752	X		X			Maintenance cost per square foot
Snow Plowing	Plow 350 lane miles after 2" snowfall event	47,503	62,067	14,160	123,730				X		Full plowing > 2" snowfall event cleared within 12 hours/Cost per capita
Tree Trimming	Maintain 9,500 boulevard trees (20% annually)	33,256	3,506	8,168	44,930				X		9,500 boulevard trees. Trim approximately 20% annually
Equipment Ordering & Planning	Research, writing specifications, bid process, ordering	3,424	5	775	4,204				X		Fleet cost
ROW Maintenance & Mgmt.	Mowing, trash pickup, retaining walls, fencing, weeding, etc.	24,015	2,004	7,762	33,781	X			X		number of customer complaints/costs
Streetscape	Maintenance along Larpenteur, Co Road B, Lincoln Dr., McCarrons Blvd	20,513	2,163	4,955	27,631			X			number of customer complaints/costs
Street Maintenance & Repair	Maintain 350 lane miles of streets; cracksealing, patching, sealcoating	135,260	185,261	71,151	391,672				X		Pavement condition Index/ Cost per mile/percapita
Pathways Maintenance & Repair	Maintain 30+ parking lots, 65 miles of pathways and sidewalk	14,689	10,679	133,806	159,174				X		Pavement condition Index/ Cost per mile/percapita
Parks Activities	Assist in program setup, signage	6,272	661	1,638	8,571				X		
Haul Materials	Haul snow, compost, large trees, maintenance materials, etc.	12,088	1,274	6,721	20,083				X		
Vehicle Maintenance	Complete work orders, preventative maintenance	151,533	2,569	9,109	163,211				X		Repair cost/ Work orders completed
Project Planning & Management	Coordinate City's interests in State, County projects	73,605	1,163	3,119	77,887	X			X		1-3 Projects Annually
Design & Feasibility Studies	Prepare studies, assessment rolls, contracts, specifications, plan review	76,900	1,163	3,966	82,029				X		Annual Project Value $2-$4 million/ Engineering cost as percentage
Survey Pre-Construction	Survey services during design stage	21,367	388	749	22,504				X		Annual Project Value $2-$4 million/ Engineering cost as percentage
Survey Construction	Survey services during construction stage	13,440	343	516	14,299				X		Annual Project Value $2-$4 million/ Engineering cost as percentage
Inspections (Projects)	Oversee City projects	56,898	624	1,947	59,469				X		Annual Project Value $2-$4 million/ Engineering cost as percentage
Asbuilt Drawings (Projects)	Create and modify drawings for streets, utilities, etc. - PROJECTS	2,721	30	168	2,919	X			X		Accuracy of record drawings
Pending Assessments	Prepare assessment rolls, respond to inquiries	1,002	11	39	1,052	X			X		Number of Inquiries/ Number of properties assessed
GIS Public Works Project	Develop GIS data for projects	1,121	12	347	1,480				X		Number of Exhibits
Arden Hills - Project related	Coordinate City's interests in State, County projects	18,350	201	817	19,368	X			X		Hours spent/cost/ revenue
Falcon Heights - Project related	Coordinate City's interests in State, County projects	9,716	107	464	10,287	X			X		Hours spent/cost/ revenue
Customer Citizen Service	General services - phone and counter service, news publications, etc.	31,482	341	948	32,771				X		Number of Inquiries handled
Council Support	Prepare council actions, data collection, research and recommendations	15,937	192	701	16,830	X			X		
Training	Department specific training	52,815	-	8,350	61,165			X			Staff skill/knowledge level
Street Lighting	Maintain street lights, electrical costs for lighting	-	-	200,000	200,000				X		cost/outage history
Organizational Management	Planning, leading, and organizing department; training, leave hours	64,136	73	2,140	66,349	X			X		
Other / Unallocated (N/A)	Represents labor hours, supplies, etc. NOT allocated to a program	-	-	(61,549)	(61,549)				n/a		
	Total	$1,217,048	$ 329,286	$ 839,041	$ 2,385,375						

City of Roseville - 2010 Budgeting for Outcomes Process

Parks & Recreation

Program / Function	Description	Personnel Services	Supplies / Materials	Other svcs & Charges	2009 Budget Total	Mandated ? Yes	Pct. Amt	Level of Service Min. / Low	Med	High	Performance Measure / Service Standard / Outputs
Community Relations	Work with 20 plus civic clubs and organizations to assure positive image	$ 11,538	$ 104	$ 173	$ 11,815					X	Attend more than 50 community meetings/functions/special events
Commission Support	Overall time spent by director working with the P & R Commission	3,461	31	80	3,572	X				X	Prepare packets, attend 12 meetings per year
Special Events	Ex: Rosefest, Earth Day, spring celebration, halloween event, fundraising	74,342	16,461	46,855	137,658					X	Offer 73 community events involving 75,308 participants
Customer Citizen Service	Customer service/support staff - process registrations and answer inquries	125,031	1,809	6,529	133,369					X	Process 8,272 activity registrations annually, 117,942 phone inquiries
Procurement	Managing and tracking purchasing, payments, financial statements, etc.	7,742	91	67	7,900	X				X	Implimentation of the Best Value Procurement Method
Payroll	Monitoring and preparing payroll for parks and recreation department	15,851	504	184	16,539	X				X	Prepare, review and process 100-165 time cards every two weeks
Cash Management	Time spent monitoring and preparing cash deposits, etc.	8,788	67	149	9,004	X				X	Prepare, handle and reconcilie $1.9M annually for department
Volunteers	Time spent by staff plus supplies to recruit, manage, encourage volunteers	47,024	4,508	2,018	53,550				X		3,190 volunteer experiences equating to $300,000 to the City
Marketing	Time spent by staff plus supplies to prepare promotional materials	59,919	1,393	26,146	87,458				X		$55,000 in sponsorship and recognition in programs and facilities
Solicit Funding	Grants, sponsorships, contributions, etc.	11,120	72	125	11,317				X		$11,000 in art grants, $55,000 FOR Parks, $25,000 Central Park Foundation
Data Entry	Entry of facility and recreation information	34,112	306	791	35,209					X	8,272 program registrations, 465 vehicle and 902 facility reservations
Youth Programs	Activities and enrichment programs to improve quality of life for youth	263,120	53,220	95,794	412,134					X	535 programs; 50% of evaluations gave high marks except in facility quality
Adult Programs	Activities and enrichment programs to improve quality of life for adults	48,458	24,632	130,280	203,370					X	229 programs; 30% of evaluations gave high marks
Senior Programs	Activities and enrichment programs to improve quality of life for senior	14,038	2,057	4,023	20,118				X		92 activity offerings annually - limited by facilities available
Arts Programs	Activities and enrichment programs to improve quality of life for arts	9,174	1,727	17,388	28,289			X			severly limited by facilities available- 27 activity offerings annually
Fitness & Wellness Programs	Activities and enrichment programs to improve quality of life/healthy living	4,951	234	2,106	7,291			X			severely limited program facilities- 24 activity offerings annually
Equipment Maintenance	16 lighting systems, 14 irrigation systems, arboretum fountain, etc	25,286	3,044	23,847	52,177				X		Standard is that all are working properly, safely and efficently
Building Maintenance	HANC, Arboretum, 10 shelters and park buildings, 3 community gyms, etc	98,974	58,228	90,568	247,770	X			X		Buildings are cleaned daily when scheduled for use
Grounds Maintenance	30 parks, 18 hole disc golf course, 20,000 flowers, dog park, comm. Gardei	168,288	18,525	30,591	217,404	X			X		Mowing, trimming and grooming of 500 acreas 1x per week
Athletic Fields Maintenance	59 softball/baseball/football/soccer fields, 8 basketball cts, 7 volleyball cts	25,189	10,237	34,814	70,240	X				X	138,470 participants. Minimal injuries on Fields and courts
Snow Plowing	Clear 67 miles of trails/walkways, park buildings, plus fire stations	31,649	2,414	219	34,282	X			X		15 miles of trails and 52 miles of pathways. Plow event at 2 inches.
Outdoor Ice Rinks/practice facilities	Prepare, flood, maintain and supervise 8 neighborhood outdoor ice rinks	34,460	2,688	6,355	43,503				X		Supervision provided 4-8 hrs/week per rink. Weekday maintenance only
Playground Structures & Equipment	Inspect, document and repair all 21 playground units in the system	23,358	4,189	4,748	32,295	X			X		Full inspection, documentation 3 X per year, repairs as required
Community Rental	2 community gyms, 4 picnic shelters, arboretum, amphitheatre, HANC, etc.	57,287	2,577	96,404	156,268	X				X	50,000 participants in Gyms, 39,346 at shelters and Arboretum
Training	Training activities for the entire Parks and Recreation Department	2,877	34	18,937	21,848	X			X		Safety and required training needs and education for the benefit of the City
Skating Center Programs	Contractual and in-house programs offered at the Skating Center	47,248	5,024	57,626	109,898					X	298,462 users , 18 special events annually
Skating Center Maintenance	General maintenance at the Skating Center	317,675	23,953	186,237	527,865	X				X	Ensure proper maintenance and upkeep of the arena, OVAL
Tree Sales	Trees are sold at cost to encourage additional tree plantings	-	2,280	120	2,400					X	Sell all trees that are ordered and deliver to residents that purchase
Organizational Management	Planning, leading, and organizing department; training, leave hours	298,136	5,848	22,998	326,982	X				X	100% compliance in 156 national standards, $2.1 M in State/Guidant monies
Other / Unallocated (19%)	Represents labor hours, supplies, etc. NOT allocated to a program	-	-	728,520	728,520				n/a		Includes $318,575 in unallocated PT staff costs
	Total	$1,869,096	$ 246,257	$1,634,692	$ 3,750,045						

City of Roseville - 2010 Budgeting for Outcomes Process

Police Department

Program / Function	Description	Personnel Services	Supplies / Materials	Other svcs & Charges	2009 Budget Total	Mandated ? Yes	Mandated ? Pct. Amt	Level of Service Min. / Low	Level of Service Med	Level of Service High	Performance Measure / Service Standard / Outputs
Citizen Customer Service	General public services	$1,037,391	$ 47,643	$ 35,215	$ 1,120,249					X	Involved in every contact with public; front office processes 450 rpts/wk
Community Liaison	Providing information on law enforcement and police programs	221,078	16,259	2,088	239,425					X	7th nationally for similar size cities- NNO (90+ parties)
Alarms & Security Service	Enforcement of false alarms, including fines. Residential security checks	4,676	144	49	4,869	X			X		1,227 alarms in 2008
Fire Arms Permits	Process all gun permit applications per MN Statutes	13,340	686	2,722	16,748	X			X		186 processed in 2008
Background Investigations	Perform all required background checks for State and Local statutes	9,021	275	1,021	10,317	X				X	
Investigation	Investigate all major cases (incidents) that occur or originated in the City	729,257	36,263	46,232	811,752	X				X	
Crime Scene Processing	On-scene collection of evidence	31,888	2,108	5,326	39,322					X	2079 cases (2008); 213 / detective; 49% clearance rate--higher than MN avg
Patrolling	24 x 7 police patrol and first responder services	860,633	59,626	169,236	1,089,495	X				X	38,052 CFS; emer resp time 3 mins, avg 200 patrol contacts per day
Criminal Prosecutions	Present and forward cases to City/County Attorney, and other agencies	19,301	4,647	2,048	25,996					X	382 felony cases to Co Attorney; 95+% success rate, 182 juvs to diversion
Police Reports	Completing police reports, entering into records system	601,636	20,246	13,443	635,325	X				X	Approximately 25,000 incident reports are processed annually
Collaborate with Others	Collaboration with the public, State, County, and other agencies	69,207	2,484	802	72,493					X	Unions, courts, other LE agencies
Case Management	Planning, organizing, and oversight of criminal cases	148,750	5,891	1,832	156,473					X	Case Coordinator reviewed 4,484 cases in 2008
Execute Warrants	Write warrants, seek judicial approval, and then execute the warrant	24,948	784	1,018	26,750	X				X	61 search warrants executed- Detectives and SWAT
Tactical Planning	Department's SWAT team planning	10,522	340	2,311	13,173				X		175,000 people served by East Metro SWAT
Administrative Tickets	Costs associated with the issuance of administrative tickets	1,659	54	-	1,713			X			
Ramsey County Citations	Costs associated with the issuance of Ramsey County citations	2,761	1,221	29	4,011	X				X	20,081 contact/cites in 2008
Criminal Histories	Perform criminal history background checks	4,583	185	49	4,817					X	
Property Room Management	Secure evidence in accordance with state and federal court guidelines	23,711	1,051	251	25,013					X	5,700 pieces of evidence logged into property room
Fingerprinting	Fingerprinting services for the public	178	141	2	321					X	Generate $6,000 annually
Police Records	Maintaining all police records in system	50,971	615	24,002	75,588					X	450 reports processed by front office staff weekly
Forfeitures	Processing all forfeited items, selling items at auction when applicable	9,445	356	100	9,901					X	38 vehicle sseized for forfeiture; 418 DWI & Narcotics arrests 2008
Security Services	Police services at special events	9,980	430	146	10,556				X		RAHS School Liaison officer contract with school district, 175 CFS 2008
Training	Mandated state training for police officers	33,737	620	14,877	49,234	X				X	POST mandatory, civil liability, 5,262 hrs of training
Community Service	Animal control, CSO's etc.	67,395	15,810	60,157	143,362				X		Animal Control by City Ordinance; CSO's 2,142 CFS 2008
Emergency Management	Outdoor warning siren maintenance, emergency mgmt training	-	1,735	11,850	13,585				X		Required to meet certain stds set forth by FEMO to be eligible for grants
Lake Patrol	Ramsey Co. Sheriff contract and other	-	-	18,050	18,050			X			
Organizational Management	Planning, leading, and organizing department; training, leave hours	467,342	19,687	1,900	488,929	X				X	
Other / Unallocated (13%)	Represents labor hours, supplies, etc. NOT allocated to a program	-	-	793,378	793,378				n/a		
	Total	$4,453,410	$ 239,301	$1,208,134	$ 5,900,845						

City of Roseville - 2010 Budgeting for Outcomes Process

Fire Department

Program / Function	Description	Personnel Services	Supplies / Materials	Other svcs & Charges	2009 Budget Total	Mandated ? Yes	Mandated ? Pct. Amt	Level of Service Min. / Low	Level of Service Med	Level of Service High	Performance Measure / Service Standard / Outputs
Citizen Customer Service	Time spent to provide responses to citizen needs, questions, and requests	$ 81,248	$ 924	$ 5,071	$ 87,243				X		Currently 2 office/administrative positions
Procurement	Time spent researching and purchasing supplies, materials, and services	21,853	82	1,881	23,816				X		
Code Enforcement	Plan review, building inspection, identifying corrective actions	53,865	500	1,825	56,190	X				X	Fire Marshall and Inspector - 20+ years experience
Emergency Management	Preparing for disasters, disaster response, planning, training and recovery	10,255	106	1,892	12,253	X			X		
Station Duties	Cleaning and general maintenance of three fire stations and vehicles	94,380	5,236	-	99,616				X		
Equipment Maintenance	Maintaining department equipment	81,265	7,887	5,262	94,414				X		
Building Maintenance	Maintaining fire stations	1,244	3,060	3,562	7,866				X		
Incident Reports	Processing fire and EMS patient reports (approx 4,200 per year)	56,749	575	1,825	59,149	X				X	New software purchased in 2008 for improved capability
Fire Fighting	Response to fire emergencies, auto accidents, rescue incidents, etc.	241,591	30,244	90,435	362,270	X			X		7 Full-time / 62 part-time. Average response time = 3 mins. 39 secs.
Fire Prevention	Safety education, fire safety inspections, code enforcement	32,960	598	1,968	35,526				X		
Fire Investigation	Determining the cause and contributing factors on the origin of any fire	6,428	286	3,636	10,350	X				X	Fire Marshall and Inspector - 20+ years experience
Fire Inspections	Inspecting all multiple family, commercial, retail, and industrial occupancie	52,368	486	786	53,640	X			X		
Emergency Medical Services	Providing advanced medical response to residents and visitors of Roseville	244,058	18,585	59,381	322,024				X		7 Full-time / 62 part-time. Average response time = 3 mins. 39 secs.
Training	Required training certification per the State of Minnesota	198,214	185	3,644	202,043	X				X	
Organizational Management	Planning, leading, and organizing department; training, leave hours	125,472	955	4,371	130,798	X			X		
Other / Unallocated (5%)	Represents labor hours, supplies, etc. NOT allocated to a program	-	-	85,932	85,932				n/a		
	Total	$1,301,950	$ 69,709	$ 271,471	$ 1,643,130						

City of Roseville - 2010 Budgeting for Outcomes Process

Miscellaneous

Program / Function	Description	Personnel Services	Supplies / Materials	Other svcs & Charges	2009 Budget Total	Mandated ? Yes	Mandated ? Pct. Amt	Level of Service Min. / Low	Level of Service Med	Level of Service High	Performance Measure / Service Standard / Outputs
Debt Service	Payment of principle and interest on bonds	$ -	$ -	$1,690,000	$ 1,690,000	X			n/a		
Park Improvement Program	Major repairs, renovations, replacements of parks infrastructure	-	-	215,000	215,000			X			CIP identifies funding need @ $2,000,000 annually
Pathway Maintenance	Major repairs, renovations, replacements of pathways, parking lots	-	-	140,000	140,000			X			CIP identifies funding need of $367,000 annually
Boulevard Landscaping	Maintenance of enhanced landscapping areas (Co. Rd C, Larepenteur, etc.)	-	-	60,000	60,000				X		
Fire Relief Association	City share of the pension costs for paid-on-call firefighters	-	-	207,000	207,000	X			n/a		
Other	$190K for debt, $50K IT, $25K Bldg Replacement	-	-	265,000	265,000			X			
	Total	$ -	$ -	$2,577,000	$ 2,577,000						
	Total - All Tax Supported Programs				$17,973,195						

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 10-19-2009
Item No.: 11.a

Department Approval

City Manager Approval

Item Description: Conduct Public Hearing for Amarose Convenience Store, 1595 West Highway 36, Off-Sale 3.2% Malt Liquor License

Background

Amarose Convenience Store has applied for an Off-Sale 3.2% Malt Liquor License at 1595 W Hwy 36, #245. The City Attorney will review the application prior to the issuance of the license to ensure that it is in order. A representative from Amarose Convenience Store will attend the hearing to answer any questions the Council may have.

Financial Implications

The revenue that is generated from the license fees collected is used to offset the cost of police compliance checks, background investigations, enforcement of liquor laws, and license administration.

Council Action

Conduct public hearing and consider approving/denying the Off-Sale 3.2% Malt Liquor license, for Amarose Convenience Store located at 1595 W Hwy 36, #245.

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

Attachment A

City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 490-2212

Off-Sale 3.2 Malt Liquor License Application

Business Name Amarose Convenience store

Business Address 1595 W HWY 36 space # 245
Roseville, MN 55113

Business Phone 651- 636-3849

Person to Contact in Regard to Business License:

Name RAJINDER KAUR

Address

Phone ____ Date of Birth ____

Drivers License Number ____

Social Security Number ____

If yes, date and place:

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required	**Fee**
Off-Sale 3.2 Malt Liquor Beverage	$30.00

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

Signature Rajinder Kaur

Date 9/15/2009

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

For office use only:

Receipt # ____

Date: 10/29/09
Item: 12.a
No Attachment

See: 11.a

ROSEVILLE

Request for Council Action

Date: 10/19/09
Item Number: 12.b

Department Approval **Manager Approval**

Item Description:

Consider 2010 City Benefits Insurance Renewals & Cafeteria Plan Contributions

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<u>Medical Background and Renewal Recommendations:</u>

Each year the largest human resources expense aside from employee salaries is the cost of medical insurance and the gap keeps narrowing. This amounted to roughly $1.1 million in 2009. As this expense continues to rise with no end in sight all organizations are making changes to help ease the impact for both employees and the business. Over the last several years Roseville has made changes and additions in this area to minimize the increases and to share the burden while making this insurance as effective as possible. However, the City has come to a point where there are not many plan changes left available to make.

In response to escalating health care costs, the City began offering higher deductible plans with additional tiers of coverage. In 2004 we added a single-plus-one tier option to give employees and retirees the least expensive and most efficient alternatives. In 2005, the City even added a High Deductible plan with a Health Reimbursement Account for payment of deductible expenses. In 2006 the City raised deductibles but also increased contributions to the health reimbursement account and added this account to the mid level plan to help staff control and minimize their risk. In 2008 Roseville dropped the no longer sustainable, rich, 100% coverage plan. Finally, in 2009 the City added a Health Savings Account (HSA) option.

The City currently offers three medical options and three tiers through one provider, Medica. (Regular employees are eligible if they work a minimum of 20 hours per week and there are 164 total Full-time equivalents (FTE's). We also currently have 28 that are on the City's health plan due to COBRA events such as retirement.)

The City of Roseville's contract with Medica for employee health insurance will expire on December 31, 2009. Staff issued an RFP for 2010 Health Insurance in August and received a bid decline letters from Preferred One, and no response from LOGIS (the City consortium) due to the anticipated risk of our group. Medica's initial renewal rate was 15% which was substantially better than recent years although did not seem to be fair in light of declining claims in 2009 by the City. PEIP (the State Plan), and Blue Cross bid, but their rate increases were even more than Medica, hence providing no real benefit. The City did receive a bid from Health Partners which does provide a reason to switching providers.

Following the receipt of the renewal proposal from Medica and other vendor's staff shared cost and coverage information with City staff through email, the intranet, and the Benefit's Committee (a representative committee of city employees). The Benefit's Committee was asked to provide feedback on the various bid options from the prospective of their respective groups. Staff also worked with Medica and Blue Cross through Financial Concepts (our benefit's broker) to find ways to ease the increase. Medica in the end was only able to offer a 13% increase with no rate cap in a second year. Blue Cross how ever was able to offer an 8.9% increase which impacts only one plan options and actually yields a very small decrease in premium costs of the other two plans. However, the decrease in one plan is offset by an industry mandated change which increases the out of pocket maximum substantially.

The Benefits Committee recommends the move to Health Partners during this economically difficult time to provide staff with the most economically efficient options for health insurance. Staff is showing signs a change in behaviors and claims have declined which rewards staff and the City by a less than trend renewal for 2010. Continued education, wellness, and action will again be the focus for the Benefits and the Wellness Committees in 2010. Open enrollment is scheduled to begin in early November. I have included the final renewal worksheet (Exhibit A) for your review and comparison.

<u>City Contributions Background and Recommendations:</u>

We have consistently over the years maintained a philosophy of paying 100% of the premium for medical and dental insurance for the single plan. This also remains the trend in the Stanton 5 group although the marketplace continues to move away from paying for rich coverage plans as Roseville has already done.

In 2004 Council began moving to a more equal contribution per employee, regardless of the employee's family status and lifestyle choices, as supported by an employee survey done that year. Staff has also made minimal strides toward more equalized contributions, but any strides have has been off set by enormous premium increases and plan design changes the City has faced over the past few years.

With the 2010 plan designs and City budget struggles in mind staff recommends an even and fair split of the increase funds across the board approving the following 2010 monthly cafeteria contribution levels:

- **Opt Out:** $435 (a $25 increase to allow insurance purchased outside the City group insurance).

- **Those on either of the $1,000 Deductible Plans would receive:**
  - Single: $575 (increase of $25)
  - Single + 1: $690 (increase of $25)
  - Family: $900 (increase of $75)

- **Those on the $2,500 Deductible Plan would receive:**

- Single: $685 (increase of $25)
- Single + 1: $790 (increase of $25)
- Family: $975 (increase of $25)

➢ **Monthly contributions deposited into a Health Reimbursement Account or Health Savings Account are as follows:**

- **$1,000 Deductible Plan Monthly Deposit:**
  - Single $83 (same as 2009)
  - Single + 1 $90 (same as 2009)
  - Family $70 (same as 2009)

- **$2,500 Deductible Plan Monthly Deposit:**
  - Single $200 (same as 2009)
  - Single + 1 $170 (same as 2009)
  - Family $125 (same as 2009)

Dental Renewal:

After review of the 2009 claims in comparison with premiums brought in and the marketplace, the Benefit's Committee and the Delta dental claims professionals recommend staying self insured with Delta dental again in 2009 with no change in premiums or coverage for the plan.

Life & Long Term Disability:

The City's current provider Standard Insurance through the FCI City/County Consortium has two more years in the contract which provides for no increases in rates through 2011.

Financial Impact:

The above proposed Cafeteria Benefits budget for 2010 which would cover half of the premium increases amounts to approximately $50,000 over the 2009 budget.

Council Action Requested:

Staff seeks a Council Motion approving the 2010 insurance programs and fund allocation as described above with the respective contracts (subject to review and approval by the City Attorney).

CITY OF ROSEVILLE

2010 MEDICAL RENEWAL RATES

Enrollment	MIC 1000-45	MIC 2500-100%	MIC 2500-80%
Employee Only	10	33	20
Employee + 1	5	14	7
Family	5	23	13

	Current			Negotiated Renewal			Option 2 HealthPartners		
Deductible	$1,000 S/ $2,000 F	$2,500 S / $5,000 F	$2,500 S / $5,000 F	$1,000 S/ $2,000 F	$2,500 S / $5,000 F	$2,500 S / $5,000 F	$1,000 S/ $3,000 F	$2,000 S/ $4,000 F	$2,500 S/ $5,000 F
Office Visit Co-pay	$45.00	100% cov. after ded	80% cov. after ded	$45.00	100% cov. after ded	80% cov. after ded	$40.00	100% cov. after ded	80% cov. after ded
Prescription Drugs	$15 G/ $45 F/ $70 NF	$15 G/ $45 F/ $70 NF	80% form. cov. only after ded	$15 G/ $45 F/ $70 NF	$15 G/ $45 F/ $70 NF	80% form. cov. only after ded	$12 G/ $35 BP / $50 NP	$12 G/ $35 BP / $50 NP	80% form. only cov. after ded
Hospitalization (IP/OP)	80% cov. after ded	100% cov. after ded	80% cov. after ded	80% cov. after ded	100% cov. after ded	80% cov. after ded	80% cov. after ded	100% cov. after ded	80% cov. after ded
Out-of-Pocket Maximum	$4,000 S/ $8,000 F	$3,000 S/ $6,000 F	$4,000 S/ $8,000 F	$4,250 S/ $8,500 F	$3,000 S/ $6,000 F	$5,250 S/ $10,500 F	$3,000 S/ $6,000 F	$2,500 S/ $5,000 F	$5,000 S/ $10,000 F
	MIC Choice 1000 45	MIC ME/MES 2500-100%	MIC Choice 2500 80%	MIC Choice 1000 45	MIC ME/MES 2500-100% HRA	MIC Choice 2500 80% HSA	OA 1000-40	OA 2000-100% HRA	OA 2500-80% HSA
Employee Only	$547.32	$398.33	$384.33	$593.15	$452.36	$442.43	$520.30	$478.34	$375.02
Employee + 1	$1,031.89	$750.99	$724.59	$1,118.30	$852.86	$834.13	$980.95	$901.84	$707.40
Family	$1,522.11	$1,107.75	$1,068.81	$1,649.57	$1,258.01	$1,230.39	$1,446.96	$1,330.26	$1,042.92
MONTHLY TOTALS									
Employee Only	$5,473.20	$13,144.89	$7,686.60	$5,931.50	$14,927.88	$8,848.60	$5,203.00	$15,785.22	$7,500.40
Employee + 1	$5,159.45	$10,513.86	$5,072.13	$5,591.50	$11,940.04	$5,838.91	$4,904.75	$12,625.76	$4,951.80
Family	$7,610.55	$25,478.25	$13,894.53	$8,247.85	$28,934.23	$15,995.07	$7,234.80	$30,595.98	$13,557.96
Total	$18,243.20	$49,137.00	$26,653.26	$19,770.85	$55,802.15	$30,682.58	$17,342.55	$59,006.96	$26,010.16
ANNUAL TOTAL	$218,918.40	$589,644.00	$319,839.12	$237,250.20	$669,625.80	$368,190.96	$208,110.60	$708,083.52	$312,121.92
COMBINED ANNUAL TOTAL	$1,128,401.52			$1,275,066.96			$1,228,316.04		
ANNUAL INCREASE	N/A			$146,665.44			$99,914.52		
PERCENTAGE INCREASE	N/A			13.0%			8.9%		

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the plan booklet for exact details.

Prepared by Financial Concepts, Inc. 10/15/2009

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 10-19-09
Item No.: 12.c

Department Approval | City Manager Approval

Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 807 Sandhurst Drive.**

BACKGROUND

- The subject property is a vacant single family home that is for sale.
- The current owners are the Fitzsimmons who have moved out of state.
- Current violations include:
  - Household items, junk and debris in open outside storage in the rear yard (Violation of City code Sections 407.02.D and 407.03.H).
  - Fence in disrepair (Violation of City code Sections 407.02.D and 407.03.H).

- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

The City goals within the Comprehensive Plan are to protect and improve property values (Goal 3, 4, and 5; page 6 and, Section 3) and to adhere to performance standards which protect the integrity of the housing units and the neighborhood (Policy 6, page 8, Section 3).

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Removal and disposal of junk and debris from rear year area.
  - Approximately - $250.00
- Repair three fence sections.
  - Approximately – $150.00

Total: Approximately - $400.00.

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

Staff Recommendation

Staff recommends that the Council direct Community Development staff to abate the above referenced public nuisance violations at 807 Sandhurst Drive.

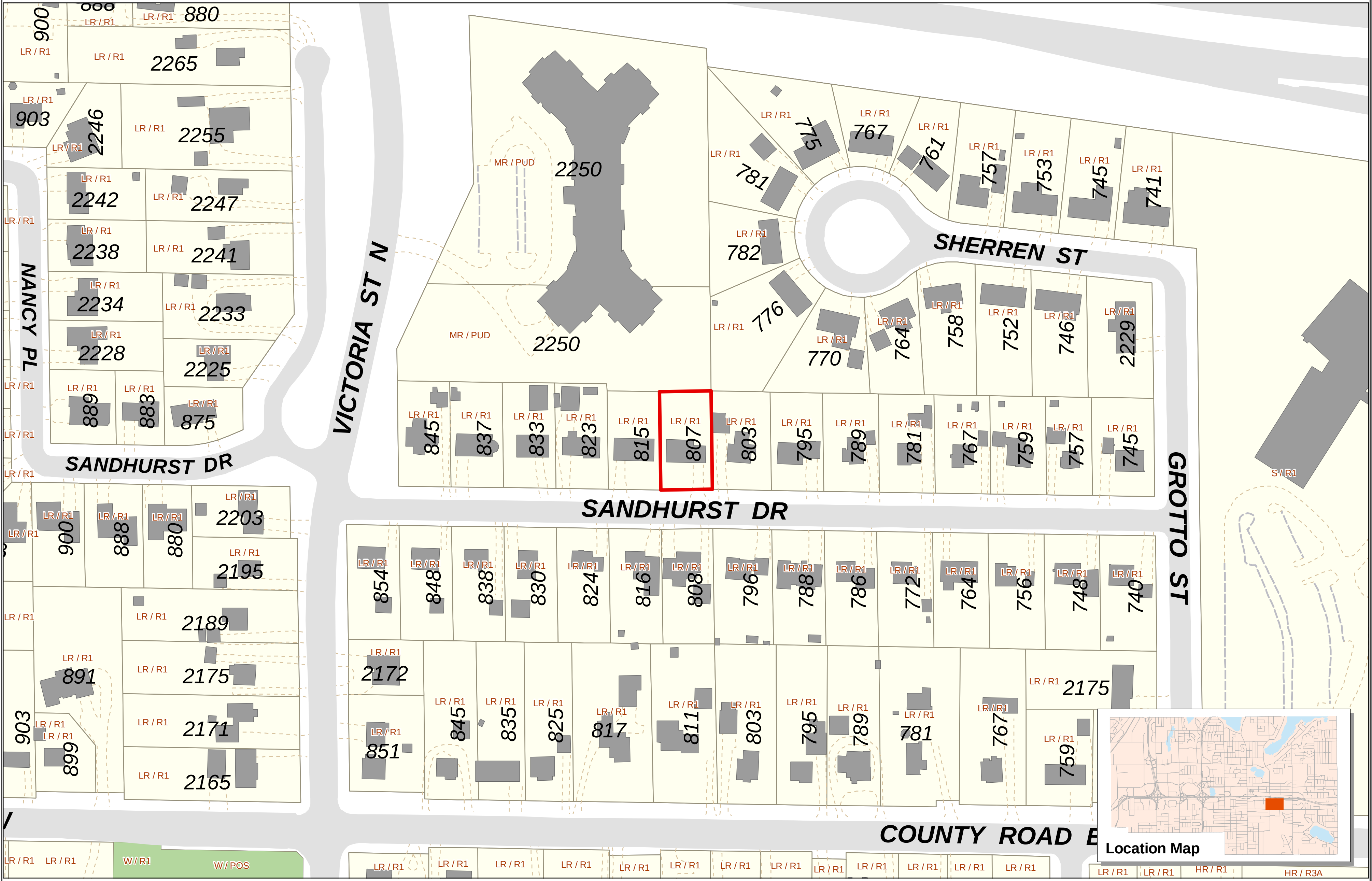
Requested Council Action

Direct Community Development staff to abate public nuisance violations at 807 Sandhurst Drive by hiring a general contractor to repair the fence, and, remove and dispose of junk and debris. The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be reported to Council following the abatement.

Prepared by: Don Munson, Permit Coordinator

Attachment: A: Map of 807 Sandhurst Drive.

807 Sandhurst Dr



ROSEVILLE

Prepared by:
Community Development Department
Printed: October 2, 2009

Site Location

LR / R1 Comp Plan / Zoning Designations

Data Sources
* Ramsey County GIS Base Map (9/4/2009)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

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

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mapdoc: planning_commission_location.mxd

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 10-19-09
Item No.: 12.d

Department Approval

City Manager Approval

Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 681 Lovell Avenue.**

BACKGROUND

- The subject property is a owner occupied single family home.
- The current owner is Ms. Solorzano who resides in the home.
- Current violations include:
  - Dead brush pile in front yard (Violation of City code Section 407.02.C).
  - Junk and debris in yard (Violation of City code Section 407.02.D).
  - Outside storage of junk, household items and building materials (Violation of City code section 407.03.H).

- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

The City goals within the Comprehensive Plan are to protect and improve property values (Goal 3, 4, and 5; page 6 and, Section 3) and to adhere to performance standards which protect the integrity of the housing units and the neighborhood (Policy 6, page 8, Section 3).

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Removal of brush, junk and debris and building materials.
  - Approximately - $350.00

Total: Approximately - $350.00.

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

STAFF RECOMMENDATION

Staff recommends that the Council direct Community Development staff to abate the above referenced public nuisance violations at 681 Lovell Avenue.

REQUESTED COUNCIL ACTION

Direct Community Development staff to abate public nuisance violations at 681 Lovell Avenue by hiring a general contractor to remove all brush, junk and building materials. The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be reported to Council following the abatement.

Prepared by: Don Munson, Permit Coordinator

Attachment: A: Map of 681 Lovell Avenue.

681 Lovell Ave

ROSEVILLE

Prepared by:
Community Development Department
Printed: October 2, 2009

Site Location

LR / R1 Comp Plan / Zoning Designations

Data Sources

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

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

Disclaimer

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

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mapdoc: planning_commission_location.mxd

Date: 10/20/09
Item: 12.e

REQUEST FOR COUNCIL ACTION

DATE: 10/12/2009
ITEM NO: 12.b

Department Approval: City Manager Approval:

Item Description: **Final Adoption of the 2030 Comprehensive Plan (PROJ-0004)**

BACKGROUND

The 2030 Comprehensive Plan is the culmination of two years of planning and public process. The following details the activities that have taken place during this time.

- Between October 2007 and September 2008, the Comprehensive Plan Update Steering Committee met fourteen times to help craft the City's 2030 Comprehensive Plan.

- The City sponsored two open houses to allow the general public to review and comment on elements of the Comprehensive Plan.

- On October 1, 2008, the Planning Commission held a public hearing to take public comment on the draft Plan.

- On October 13, 2008, the City Council released the draft document for review by affected jurisdictions and received comments from all the affected jurisdictions prior to the end of the statutorily allowed six-month review period.

- On January 7, 2009, in accordance with Roseville City Code 201.07, the Planning Commission held a public hearing to take comment from interested parties and adopted a resolution recommending that the City Council adopt the Comprehensive Plan.

- On January 26, 2009, the City Council granted preliminary approval of the 2030 Comprehensive Plan.

- On March 4, 2009, staff submitted the preliminarily approved Plan to the Metropolitan Council for its statutorily required review of the document.

- On March 25, 2009, the Metropolitan Council determined that the Plan was not complete and requested some additional technical information. See Attachment B to review this letter.

- Staff and project consultants made the required and advisory revisions requested by the Metropolitan Council. The required revisions pertained to Chapter 5: Transportation and Chapter 8: Environmental Protection, and Chapter 10: Utilities and all of the advisory comments pertained to Chapter 5.

Chapter 5 Additions/Revisions

- Added required references to and FAA notification requirements
- Added that the Roseville is within the Metropolitan Transit Taxing Jurisdiction and that it is within Market Areas II and III.
- Corrected that the RTB is part of the Metropolitan Council, not Metro Transit
- Removed reference to discussions with Rosedale regarding potential elimination of park-and-ride facility
- Added that Metro Transit restructured bus service in 2001

Chapter 8 Additions/Revisions

- Added a new policy to Goal 2. New Policy 2.1 states: “Protect and improve surface water quality in the City’s lakes, ponds, and wetlands to meet established standards.”

Chapter 10 Additions/Revisions

- Added Table 10.5: Projected Sewer Flow by Interceptor by Year
- Added Table 10.6: Project Sewer Flow by Land Use by Year

- On June 22, 2009, the Metropolitan Council staff deemed the Plan complete and began its formal review process. See Attachment D to review this letter.

- On August 25, 2009, the Metropolitan Council granted approval of the City’s 2030 Comprehensive Plan and Tier II Comprehensive Sewer Plan. See Attachment E to review the approval letter.

Attachment F is a draft resolution to adopt the 2030 Comprehensive Plan. As part of that resolution, the Council is also adopting the Tier II Comprehensive Sewer Plan. This plan is integrated into the Comprehensive Plan. Metropolitan Council requires that its adoption is specifically act to adopt this element of the Comprehensive Plan in order to be in compliance with State statute.

POLICY OBJECTIVE

Adopting the 2030 Comprehensive Plan fulfills the requirements of the Minnesota Land Planning Act for a decennial update of the Comprehensive Plan. This Plan updates the goals and policies for the City to be reflective of the community vision identified through the Imagine Roseville 2025 process.

BUDGET IMPLICATIONS

There are no budget implications associated with adopting the Comprehensive Plan.

STAFF RECOMMENDATIONS

Staff recommends that the City Council adopt the 2030 Comprehensive Plan and Tier II Comprehensive Sewer Plan. This plan is the culmination of significant work undertaken by the Comprehensive Plan Update Steering Committee, advisory commissions, and the City Council.

SUGGESTED COUNCIL ACTION

By resolution, adopt the 2030 Comprehensive Plan and Tier II Comprehensive Sewer Plan.

Attachments:

A. 2030 Comprehensive Plan on Compact Disc. Available at www.ci.roseville.mn.us/compplan

B. Letter from Metropolitan Council detailing incompleteness, March 25, 2009

C. Letter from Metropolitan Council requesting additional information, May 20, 2009

D. Letter from Metropolitan Council deeming the plan complete, June 22, 2009

E. Letter from Metropolitan Council detailing approval, August 27, 2009

F. Draft Resolution

Prepared by: Jamie Radel, Community Development

2030 Comprehensive Plan on Compact Disc. Available at www.ci.roseville.mn.us/compplan

Metropolitan Council

March 25, 2009

Jamie Radel, Economic Development Associate
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: **City of Roseville 2030 Comprehensive Plan Update - *Incomplete for Review***
Metropolitan Council Review File No. 20516-1
Metropolitan Council District 10, Kris Sanda

Dear Ms. Radel:

Thank you for submitting the City of Roseville's 2030 Comprehensive Plan Update (Update), received on March 6, 2009. The Council staff finds the Update incomplete for review and will suspend further review until the City submits the following requested materials, and the Council staff evaluates them.

REQUIRED MATERIALS:

Aviation (Chauncey Case, 651-602-1724)

The Update is incomplete for aviation. The Update needs to 1) reference the current aviation requirements as included in the Local Planning Handbook, http://www.metrocouncil.org/planning/LPH/LPHSect4.pdf#page=8, and 2) include a notification to the Federal Aviation Agency. Please note the Handbook's link to the MnDOT Aeronautics web page, and to text concerning tall towers.

Transportation (James Andrew, 651-602-1721)

The Update is incomplete for transportation. The Update needs to state that Roseville is within the Metropolitan Transit Taxing District and is within Market Areas II and III. Service options for Market Area II include regular-route locals, all-day expresses, small vehicle circulators, special needs paratransit (ADA, seniors), and ridesharing. Service options for Market Area III include peak-only express, small vehicle circulators, midday circulators, special needs paratransit (ADA, seniors), and ridesharing.

Local Surface Water Management (Judy Sventek, 602-651-1156)

The Update is incomplete for local surface water management review, and refers to the 2003 Comprehensive Surface Water Management Plan (CSWMP). Since 2003, the Metropolitan Council updated its Water Resources Management Policy Plan (WRMPP). The WRMPP includes some new requirements for local water management plans which are not covered in the Update or in the City's 2003 CSWMP. The Council is aware that the three watersheds are in the process of updating their watershed management plans which means that the City will need to update its CSWMP within the next two years or shortly thereafter. Therefore, the Update's environmental protection section needs to address the following:

- Include an update on the City's work to develop and maintain an inventory of wetlands within high priority areas by 2008 (2003 CSWMP, policy 5.1, goal 5). If the City has not completed this action, it needs to identify when this work will be completed.

- Include an update on the City's work to develop numeric goals for waterbodies in 2006, as stated in the CSWMP. If the City has not completed this action, it needs to identify when this work will be completed.
- Include a list of impaired waters in the City, or waters to which the City discharges, state the City's role in addressing these impaired waters, and provide a specific policy or goal related to nondegradation.

Wastewater (Roger Janzig, 602-651-1119)

The Update is incomplete for wastewater review. The Update's sewer element needs to include a table showing the projected population, households, employment and flow forecasts by interceptor for the City for 2010, 2020 and 2030.

Water Supply (Sara Smith, 651-602-1035)

The Update is incomplete for Water Supply. The City needs to provide a copy of its water supply plan, as referenced in the Update, page 10-2.

ADVISORY COMMENTS (Transportation):

The City needs to consider the following advisory comments:

- Fixed-Route Transit Service and Facilities, page 5-21, states that "the former Regional Transit Board (RTB) is now part of Metro Transit." The RTB is now part of the Metropolitan Council.
- Page 5-21 states, "recently there has been a discussion between the owners of Rosedale Mall and Metro Transit regarding the elimination of the park-and ride facilities at the transit hub". While Metro Transit may be negotiating some changes to the future of the Roseville park and ride and transit station with the City, it is not pursuing eliminating the facility.
- Page 5-23 discusses 1989 transit service, and 1991 transit service changes. Metro Transit restructured the bus service into and around Roseville in 2001 as part of the Sector 2 Restructuring Study.

Once the City's submits the required materials and the Council staff finds the Update complete, the official review process will begin. Please contact Tori Dupre, Sector Representative, at 651-602-1621 or the listed technical review staff with any questions.

Sincerely,

Phyllis Hanson

Phyllis Hanson, Manager
Local Planning Assistance

CC: Kris Sanda, Metropolitan Council District 10
Tori Dupre, Principal Reviewer / Sector Representative
Cheryl Olsen, Reviews Coordinator

Attachment C

Metropolitan Council

May 20, 2009

Jamie Radel, Economic Development Associate
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: **City of Roseville 2030 Comprehensive Plan Update - *Incomplete for Review***
Metropolitan Council Review File No. 20516-1
Metropolitan Council District 10, Kris Sanda

Dear Ms. Radel:

Thank you for submitting the City of Roseville's supplemental information received on May 1, 2009, in response to the Council's March 25, 2009 request for information regarding aviation, transportation, local surface water management, and wastewater.

While the Council staff found that the supplemental information adequately addresses aviation, transportation and local surface water management, the wastewater information remains incomplete.

Wastewater (Roger Janzig, 602-651-1119)

The Council initially asked the City to include a table showing the projected population, households, employment and flow forecasts by interceptor for the City for 2010, 2020 and 2030. The City provided a worksheet calculating sewer flows by land use from 2000 to 2030 in five-year increments. However, the Update needs to include information showing sewer flow forecasts, provided in the worksheet, by sewer service area and by connection to the interceptor for 2010, 2020, and 2030.

Please contact Tori Dupre, Sector Representative, at 651-602-1621 with any questions.

Sincerely,

Phyllis Hanson

Phyllis Hanson, Manager
Local Planning Assistance

CC: Kris Sanda, Metropolitan Council District 10
Tori Dupre, Principal Reviewer / Sector Representative
Cheryl Olsen, Reviews Coordinator

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Attachment D

Metropolitan Council

June 22, 2009

Jamie Radel, Economic Development Associate
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: **City of Roseville 2030 Comprehensive Plan Update**
Complete for Review
Metropolitan Council Review File No. 20516-1
Metropolitan Council District 10, Kris Sanda

Dear Ms. Radel:

The Metropolitan Council received the City of Roseville's 2030 Comprehensive Plan Update on March 6, 2009, and found it incomplete on March 25, 2009. The City provided additional information on May 1, 2009 and on June 12, 2009. The Council staff now finds the Update complete for review.

In accordance with state law, the Council has 120 days to complete its formal review. Within this time, Council staff will provide a Comprehensive Plan Update review to the Council's Community Development Committee (CDC) and to the Environment Committee prior to the Metropolitan Council's final action. The Council's 120-day review period ends on October 19, 2009.

A copy of the Council staff report will be forwarded to you when the report is mailed out to the CDC. You and any community representatives are invited to attend the CDC meeting in order to answer questions and to help Council members understand the Update from the community's perspective.

Please contact Tori Dupre, Sector Representative, at 651-602-1621 or the listed technical review staff with any questions.

Sincerely,

Phyllis Hanson

Phyllis Hanson, Manager
Local Planning Assistance

CC: Kris Sanda, Metropolitan Council District 10
Tori Dupre, Principal Reviewer / Sector Representative
Cheryl Olsen, Reviews Coordinator

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Attachment E

Metropolitan Council

August 27, 2009

Jamie Radel, Economic Development Associate
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: **City of Roseville 2030 Comprehensive Plan Update**
Metropolitan Council Review File No. 20516-1
Metropolitan Council District 10, Kris Sanda

Dear Ms. Radel:

At its meeting on August 25, 2009 the Metropolitan Council completed its formal review of the City's 2030 Comprehensive Plan Update. The Council based its review on the staff's report and analysis (attached).

The Council found that the City's Update meets all Metropolitan Land Planning Act requirements, conforms to the regional system plans transportation, including aviation, water resources management, and parks, is consistent with the *2030 Regional Development Framework*, and is compatible with the plans of adjacent jurisdictions.

The Council adopted the following recommendations:

Recommendations of the Community Development Committee:

1. Authorize the City of Roseville to put its 2030 Comprehensive Plan Update into effect;
2. Advise the City to:
    a. Participate in Council activities to monitor redevelopment and infill in Developed communities.
    b. Implement the advisory comments noted in the Review Record.
    c. Update the comprehensive surface water management plan (CSWMP) within two years of the date that the Rice Creek and Capitol Region Watershed Districts update the watershed management plans, and the plans are approved by the Board of Water and Soil Resources. The CSWMP should be submitted to the Council for review concurrent with its submittal to the watersheds.

Recommendations of the Environment Committee:

Approve the City of Roseville's Tier II Comprehensive Sewer Plan.

The Council requests the following:

1. A copy of the resolution of adoption by the local governing body indicating that the Plan as reviewed by the Council is adopted.
2. Two copies of the City's final Update once it is revised to include all the information that was submitted.

Thank you for sending the City's Update to the Council for review. The Update should serve the City well.

Sincerely,

Phyllis Hanson

Phyllis Hanson, Manager
Local Planning Assistance

Attachment

cc: Crystal Carlson, MHFA
Tod Sherman, Development Reviews Coordinator, MnDOT Metro Division
Kris Sanda, Metropolitan Council District 10
Tori Dupre, Principal Reviewer / Sector Representative
Cheryl Olsen, Reviews Coordinator

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J

Community Development Committee
Environment Committee

Committee Report
Item: 2009-270

For the Metropolitan Council meeting of August 26, 2009

ADVISORY INFORMATION

Date Prepared:

Subject: City of Roseville 2030 Comprehensive Plan Update
Tier II Comprehensive Sewer Plan
Review File No. 20516-1

Proposed Action:

That the Metropolitan Council adopt the attached Advisory Comments and Review Record, and the following:

1. Authorize the City of Roseville to put its 2030 Comprehensive Plan Update into effect;
2. Advise the City to:
   a. Participate in Council activities to monitor redevelopment and infill in Developed communities.
   b. Implement the advisory comments noted in the Review Record.
   c. Update the comprehensive surface water management plan (CSWMP) within two years of the date that the Rice Creek and Capitol Region Watershed Districts update the watershed management plans, and the plans are approved by the Board of Water and Soil Resources. The CSWMP should be submitted to the Council for review concurrent with its submittal to the watersheds.
3. Approve the City of Roseville's Tier II Comprehensive Sewer Plan.

Summary of Committee Discussion / Questions:

Community Development Committee

The Committee Chair Steffen called for a motion to approve, and a motion was made and seconded. The Committee unanimously adopted the proposed actions.

Environment Committee

Motion to approve the City of Roseville's Tier II Comprehensive Sewer Plan was made, seconded, and passed unanimously.

Business Item
Item: 2009-270

Community Development Committee
Meeting date: August 17, 2009

Environment Committee
Meeting date: August 11, 2009

ADVISORY INFORMATION	
Subject:	City of Roseville 2030 Comprehensive Plan Update Tier II Comprehensive Sewer Plan Review File No. 20516-1
District(s), Member(s):	District 10, Councilmember Kris Sanda
Policy/Legal Reference:	Minnesota Statutes Section 473.175
Staff Prepared/Presented:	Tori Dupre, Principal Reviewer (651-602-1621) Phyllis Hanson, Local Planning Assistance Manager (651-602-1566) Kyle Colvin, Engineering Services Assistant Manager (651-602-1151)
Division/Department:	Community Development / Planning and Growth Management Environmental Services/ Engineering Services

Proposed Action

That the Metropolitan Council adopts the attached Review Record and takes the following actions from each committee:

Recommendations of the Community Development Committee

1. Authorize the City of Roseville to put its 2030 Comprehensive Plan Update into effect;
2. Advise the City to:
   a. Participate in Council activities to monitor redevelopment and infill in Developed communities.
   b. Implement the advisory comments noted in the Review Record.
   c. Update the comprehensive surface water management plan (CSWMP) within two years of the date that the Rice Creek and Capitol Region Watershed Districts update the watershed management plans, and the plans are approved by the Board of Water and Soil Resources. The CSWMP should be submitted to the Council for review concurrent with its submittal to the watersheds.

Recommendations of the Environment Committee

Approve the City of Roseville's Tier II Comprehensive Sewer Plan.

ADVISORY COMMENTS

City of Roseville 2030 Comprehensive Plan Update and Tier II Comprehensive Sewer Plan

Review File No. 20516-1 – Council Business Item No. 2009-270

The following Advisory Comments are part of the Council action authorizing the City to implement its 2030 Comprehensive Plan Update ("Update") and approving the City's Tier II Comprehensive Sewer Plan:

Community Development Committee

1. The Council-adopted *Local Planning Handbook* states that the City must take the following steps:
   (a) Adopt the Update in final form after considering the Council's review recommendations; and
   (b) Submit one electronic copy and one hard copy of the Update to the Council. The electronic copy must be organized as one unified document.
   (c) Submit one copy of the City Council resolution evidencing final approval of the Update.
2. The Council's *Handbook* also states that local governments must formally adopt their comprehensive plans within nine months after the Council's final action. If the Council has recommended changes, local governments should incorporate those recommended changes into the plan or respond to the Council before "final approval" of the comprehensive plan by the governing body of the local governmental unit. (Minn. Stat. § 473.858, subd. 3).
3. Local governmental units must adopt official controls as described in their adopted comprehensive plans and must submit copies of the official controls to the Council within 30 days after official controls are adopted. (Minn. Stat. § 473.865, subd. 1).
4. Local governmental units cannot adopt any official controls or fiscal devices that conflict with their comprehensive plans or which permit activities in conflict with the Council's metropolitan system plans. (Minn. Stat. §§ 473.864, subd. 2; 473.865, subd. 2). If official controls conflict with comprehensive plans, the official controls must be amended within nine months following amendments to comprehensive plans. (Minn. Stat. § 473.865, subd. 3).

Environment Committee

1. The Council-approved Tier II Comprehensive Sewer Plan becomes effective only after the Update also receives final approval by the City's governing body. After the Update receives final approval by the City and the Tier II Sewer Plan becomes effective, the City may implement its Update to alter, expand or improve its sewage disposal system consistent with the Council-approved Tier II Sewer Plan.
2. A copy of the City Council Resolution adopting its Update, including the Tier II Sewer Plan, must be submitted to the Council.

Background

The City of Roseville (City) is located in Ramsey County surrounded by New Brighton, Arden Hills and Shoreview to the north, Little Canada to the east, St. Paul and Falcon Heights to the south, and Minneapolis and St. Anthony to the west (Figure 1).

The *2030 Regional Development Framework* (RDF), as adopted by the Metropolitan Council (Council) in January 2004, identified Roseville as within the "Developed" geographic planning area. Figure 2 shows the designation and regional systems serving the City and surrounding area.

The City submitted its 2030 Comprehensive Plan (Update) to the Council for review to meet the Metropolitan Land Planning Act requirements (Minn. Stat. 473.175) and the Council's 2005 Systems Statement requirements.

Rationale - Standard of Review & Findings

1. Does the proposed Update conform to Regional Systems Plans?
2. Is the Update consistent with Metropolitan Council policies?
3. Is the Update compatible with plans of adjacent governmental units and plans of affected special districts and school districts?

Conformance with Regional Systems Plans:

1. Regional Parks	Yes
2. Transportation including Aviation	Yes
3. Water Resources Management (Wastewater Services; Surface Water Management)	Yes

Consistent with Council Policy Requirements:

1. Forecasts	Yes
2. Housing	Yes
3. 2030 Regional Development Framework; Land Use	Yes
4 Individual Sewage Treatment Systems Program	Yes
5. Water Supply	Yes

Compatible with Plans of Adjacent Governmental Units and Plans of Affected Special Districts and School Districts

1. Compatible with other plans	Yes

Funding:

The City received no funding.

Known Support / Opposition:

There was no known opposition.

REVIEW RECORD

Review of the City of Roseville 2030 Comprehensive Plan Update

STATUTORY AUTHORITY

The Metropolitan Land Planning Act (MLPA) requires local units of government to submit comprehensive plans and plan amendments to the Council for review and comment (Minn. Stat. § 473.864, Subd. 2). The Council reviews plans to determine:

- *Conformance with metropolitan system plans,*
- *Consistency with other adopted Plans of the Council, and*
- *Compatibility with the Plans of other local jurisdictions in the Metropolitan Area.*

The Council may require a local governmental unit to modify any plan or part thereof if, upon the adoption of findings and a resolution, the Council concludes that the Plan is more likely than not to have a substantial impact on or contain a substantial departure from metropolitan system plans (Minn. Stat. § 473.175, Subd. 1).

Each local government unit shall adopt a policy plan for the collection, treatment and disposal of sewage for which the local government unit is responsible, coordinated with the Metropolitan Council's plan, and may revise the same as often as it deems necessary. Each such plan shall be submitted to the Council for review and shall be subject to the approval of the Council as to those features affecting the Council's responsibilities as determined by the Council. Any such features disapproved by the Council shall be modified in accordance with the Council's recommendations (Minn. Stat. § 473.513).

CONFORMANCE WITH REGIONAL SYSTEMS

Regional Parks

Parks and Trails

Reviewer: Jan Youngquist, CD – Regional Parks System Planning (651-602-1029)

The Update is in conformance with the *Regional Park's Policy Plan (RPPP)*. The Update acknowledges the Lexington Parkway Regional Trail as well as the proposed Trout Brook Regional Trail extension and the proposed St. Anthony Railroad Spur Regional Trail.

Transportation

Roads and Transit

Reviewer: James Andrew, MTS – Systems Planning (651-602-1721), Scott Thompson – Metro Transit (612-349-7774)

The Update is in conformance with the *Transportation Policy Plan* (TPP) adopted in 2004, and addresses all the applicable transportation and transit requirements.

Aviation

Reviewer: Chauncey Case, MTS – Systems Planning (651-602-1724)

The Update is in conformance with the *TPP* and consistent with Council *Aviation* policies.

Water Resources Management

Wastewater Service

Reviewer: Kyle Colvin, ES – Engineering Services (651-602-1151)

The Update is in conformance with the *2030 Water Resources Management Policy Plan (WRMPP)*. The Update summarizes the City's vision for the next 20 years or to year 2030. It includes growth forecasts that are consistent with the Council's forecasts for population, households, and employment.

Current wastewater treatment services are provided to the City by the Metropolitan Council Environmental Services. Wastewater generated within the City is conveyed to and treated at the Metropolitan Council's Metropolitan Wastewater Treatment Plant located in St. Paul. The City's wastewater conveyance service is provided by Council Interceptors 1-RV-430, 1-RV-431, 1-RV-432, 1-RV-433, 1-RV-433A, and 8851. The Update projects it will have 16,500 sewered households and 46,100 sewered employees by 2030. The Metropolitan Disposal System, with its scheduled improvements, has or will have adequate capacity to serve the City's growth needs.

The Update provides sanitary sewer flow projections in 10-year increments. The rationale for the projections is given in the Update and determined appropriate for planning for local services.

Roseville has been identified as a community impacted by wet weather occurrences. The City is currently on the Council's list of communities having an inflow and infiltration (I/I) reduction goal, and is committed to mitigate excessive I/I at levels equal to the Council's Surcharge amount.

The City's I/I reduction plan includes an inspection program for illegal sump pump and roof drain connections, including periodic inspections to insure they remain disconnected. The City has also implemented a foundation drain/service line inspection program with mandatory follow-up improvements required whenever a foundation drain connection to the sanitary sewer is identified or whenever a private service line is identified as being susceptible to I/I. Inspections are prioritized based on the results of a study conducted by the City that identified those areas which appeared to have the highest levels of I/I. The City's I/I reduction plan includes capital improvements aimed at removing sources of I/I through televising the sewer mains.

Tier II Comments

The Tier II Sewer Element of the Update has been reviewed against the requirements for Tier II Comprehensive Sewer Plans for developed communities, and staff found it consistent with Council polices. Upon adoption of the Update by the City, the action of the Council to approve the Tier II Plan becomes effective. At that time, the City may implement its Update to alter, expand or improve its sewage disposal system consistent with the approved Tier II Sewer Plan. A copy of the City

Council Resolution adopting its Plan needs to be submitted to the Metropolitan Council for its records.

Surface Water Management

Reviewer: Judy Sventek, ES – Water Resources Assessment (651-602-1156)

The Update is in conformance with the *WRMPP* guidelines for local surface water management. Roseville lies within the Grass Lake, Rice Creek and Capitol Region watersheds. Rice Creek Watershed District's watershed management plan was approved by the Board of Water and Soil Resources (BWSR) in 1997. Capitol Region Watershed District's watershed management plan was approved in 2000 and Grass Lake Watershed Management Organization's watershed management plan was approved in 2003. Roseville completed a Comprehensive Surface Water Management Plan (CSWMP) in 2003.

The Council reviewed the CSWMP in 2003, finding that it met the requirements for local surface water management plans at that time. The Update includes adequate information such as the City's SWPPP, low impact development, impaired waters, and policies aimed at protecting the City's resources as required by the Council's *WRMPP*.

The City is advised that the Rice Creek and Capitol Region Watershed Districts are in the process of updating their watershed management plans. It is anticipated that both plans will be completed in 2009 and approved in 2010. The City will need to update its CSWMP within two years from the dates that the Rice Creek and Capitol Region Watershed District's new watershed management plans are approved. The City needs to submit the updated CSWMP to the Council for review and comment concurrent with its submittal to the watershed districts for approval.

CONSISTENCY WITH COUNCIL POLICY

Forecasts

Reviewer: Dennis Farmer, CD - Research (651-602-1552)

The Update is consistent with Council policies for forecasts for the City, shown below).

Table 1: City of Roseville Forecasts

	2000	**2010**	**2020**	**2030**	*2000 to 2030 change*
Households	14,598	15,500	16,000	16,500	*1,902*
Population	33,690	36,000	37,000	38,300	*4,610*
Employment	39,103	42,500	44,700	46,100	*6,997*

2030 Regional Development Framework and Land Use

Reviewer: Tori Dupre, CD – Local Planning Assistance (651-602-1621)

The Update is consistent with the *2030 Regional Development Framework (RDF)*, which identifies Roseville as a community in the "Developed" geographic planning area. The *RDF* goals and policies for "Developed" communities accommodate growth forecasts through reinvestment at appropriate densities (5 units plus in developed areas) and target higher density in locations with convenient access to transportation corridors and with adequate sanitary sewer capacity.

The Council expects the City to meet densities of at least five units an acre through redevelopment and infill. The Council is developing a monitoring program, similar to the plat monitoring program for developing areas, and encourages the City to participate by reporting redevelopment information.

The City is fully developed, is approximately 8,860 acres in size, and as a first-ring suburb, more than 75 percent of its residential development was built by 1970. Only two percent of the City's residential development was built after 2000.

Public and semi-public uses occupy 39 percent of the City and include the I-35W and Highway 36 corridors, parks and institutions such as private colleges. Residential is the second largest use at 38 percent of the City. In 2008, the City had 15,987 housing units and of this, 53 percent were single family detached homes. These units occupy about 3,403 residential acres, at a density of approximately 4.7 dwelling units per acre (du/ac).

Table 2: Existing and Future Land Use

Existing (2009) Land Use	Net Acres	Future 2030 Land Use	Net Acres	2009-2030 Change
Residential	3,403	Residential	3,619	+216
Commercial/Industrial	1,539	Commercial/Industrial	1,566	+27
Public/Semi Public	3,420	Public/Semi Public	3,334	(86)
Lakes, Ponds, etc.	499	Lakes, Ponds, etc.	342	(109)
Total	8,861	Total	8,861	0

The Update shows a residential acreage increase of 216 acres to the year 2030, while commercial and industrial uses increase approximately 30 acres. The Update forecasts an additional 1,902 households and 6,997 jobs between 2000 and 2030. To accommodate the forecasts, the Update includes an analysis of potential sites that offer an opportunity for future redevelopment for both housing and jobs.

The analysis reflects previous studies of the Twin Lakes redevelopment area which is currently guided industrial. The 2030 guiding for this area is Community Mixed Use, a combination of residential and non-residential uses that transition into surrounding existing neighborhoods.

The analysis of potential sites considers three development mechanisms: infill housing development, increased housing densities and redevelopment of existing non-residential areas. The analysis shows a total potential number of residential units at medium and high density of 1,340 to 3,416 meeting the City's forecast needs and residential densities (see Table 3). These redevelopment areas are located near existing transit service, along major transportation corridors.

Table 3: Redevelopment and Residential Density

	Density Range				
Land Use Category	**Min**	**Max**	**Net Acres**	**Min Units**	**Max Units**
Low Density Residential	1.5	4.0	75.0	113	300
Medium Density Residential	4.0	12.0	34.0	136	408
High Density Residential	12.0	30.0	100.0	1,200	3,000
Community Mixed Use	4.0	30.0	44.8	179	1,343
	TOTALS		253.8	1,628	5,051
	Overall Density			**6.41**	**19.90**

Note: Community Mixed Use allows 25 to 50 percent residential; Table calculates potential units at 25 percent.

Housing

Reviewer: Linda Milashius, CD – Livable Communities (651-602-1541)

The Update's housing element fulfills the Metropolitan Land Planning Act housing element and the affordable housing planning requirements. The Update acknowledges the City's share of the region's affordable housing need for 2011 to 2020, 201 units. The Update shows 68 acres (2000 to 2020) will be available for high density residential development at 12 to 30 units per acre to provide opportunities to meet this need. The Update also shows approximately 77 acres guided Community Mixed use available for high density residential development.

The Update provides the implementation tools and programs the City will use to promote opportunities to address its share of the region's housing need. The City's HRA will continue to be active in promoting the development of affordable housing by partnering with federal, state, and local nonprofit agencies such as Habitat for Humanity, and implementing its adopted Strategic Plan that directs the undertaking of a variety of housing programs to maintain a strong housing stock and neighborhoods in the community.

Roseville is an active participant in the Livable Communities Local Housing Incentives Account program and has applied for and received over $ $3 million in grants through the LCA program.

Individual Sewage Treatment Systems (ISTS) Program

Reviewer: Jim Larsen, CD – Local Planning Assistance (651-602-1159)

The Update indicates that the City is fully served by a municipal sanitary sewer that flows into the Metropolitan Disposal System, and has no ISTS.

Water Supply

Reviewer: Sara Bertelsen, ES – Water Supply Planning (651-602-1035)

The Update is consistent with the *WRMPP* policies for water supply. The Council recommends that the City continue to implement conservation programs targeted at reducing residential water use.

Resource Protection

Historic Preservation

Reviewer: Tori Dupre, CD – Local Planning Assistance (651-602-1621)

The Update contains a section on Historic Preservation as required by the MLPA.

Solar Access Protection

Reviewer: Tori Dupre, CD – Local Planning Assistance (651-602-1621)

The Update contains a section on Solar Access Protection as required by the MLPA.

Aggregate Resources Protection

Reviewer: Jim Larsen, CD – Local Planning Assistance (651-602-1159)

The *Minnesota Geological Survey Information Circular 46* indicates that the City contains no aggregate resource deposits available for mining, as the community is fully developed.

PLAN IMPLEMENTATION

Reviewer: Tori Dupre, CD – Local Planning Assistance (651-602-1621)

The Update includes a description of:

• Capital Improvement Program	Yes
• Zoning Code	Yes
• Subdivision Code	Yes
• ISTS Codes	NA
• Housing Implementation Program	Yes

The Update's implementation section contains a description of the City's official controls including zoning, subdivision regulation, park dedication and other ordinances.

COMPATIBILITY WITH PLANS OF ADJACENT GOVERNMENTAL UNITS AND PLANS OF AFFECTED SPECIAL DISTRICTS AND SCHOOL DISTRICTS

The City submitted the Update to adjacent local units of government, school districts, counties and special districts for comment on October 15, 2008, and received responses from Arden Hills, Falcon Heights, Lauderdale, Little Canada, Maplewood, Minneapolis, New Brighton, Shoreview, St. Anthony, St. Paul, Ramsey County, Mounds View School District, Capitol Region Watershed District, Grass Lake

Watershed Management Organization, Rice Creek Watershed District and the Minnesota Department of Transportation. No compatibility issues with plans of adjacent governmental units and plans of affected special districts and school districts were indicated.

DOCUMENTS SUBMITTED FOR REVIEW:

- City of Roseville 2030 Comprehensive Plan, dated January 26, 2009
- Comprehensive Plan Transmittal form
- City Council Meeting Minutes of January 26, 2009
- Comments from and responses to adjacent and affected jurisdictions
- Capital Improvement Plan dated March 6, 2009
- Supplemental information on Transportation, Environment (water resources), Water Supply and Wastewater dated April 30, 2009
- Revised page 10-7 Utilities, sewer flows

ATTACHMENTS

Figure 1: Location Map Showing Regional Systems
Figure 2: 2030 Regional Development Framework Planning Areas
Figure 3: Existing Land Use
Figure 4: 2030 Planned Land Use
Table 4: Land Use and Five-Year Staging

Figure 1. Location Map Showing Regional Systems

Roseville

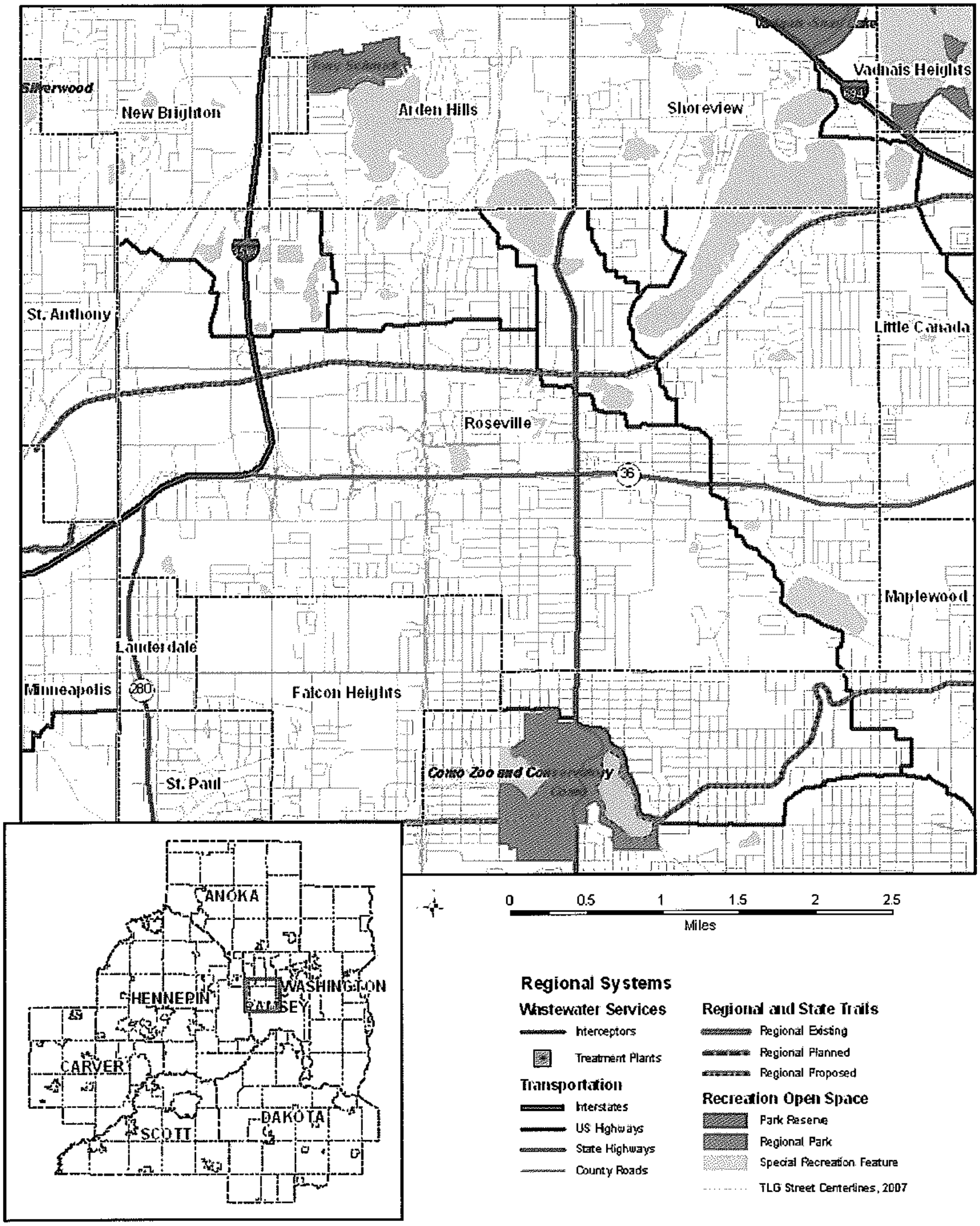


Figure 2. 2030 Regional Development Framework Planning Areas

Roseville

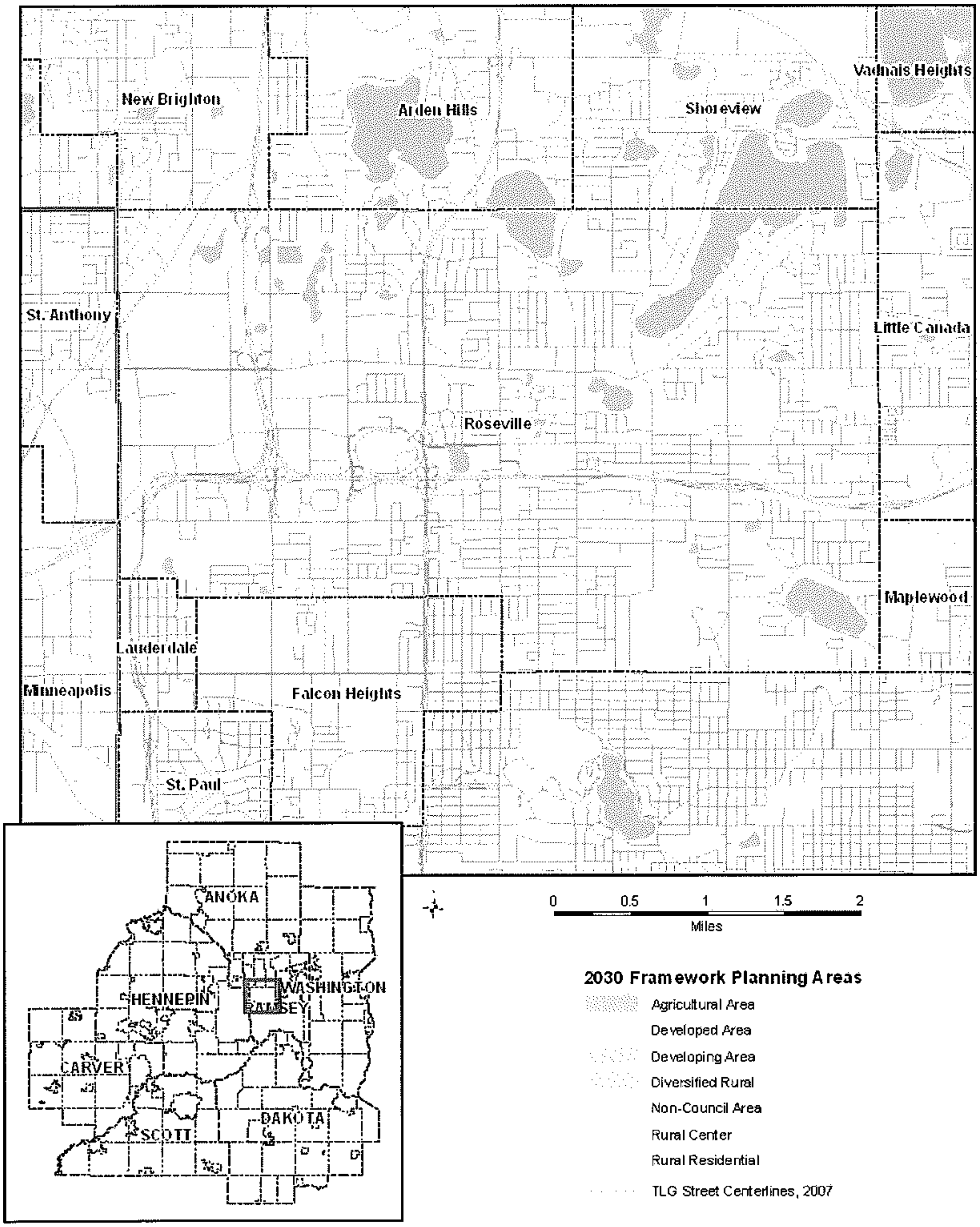
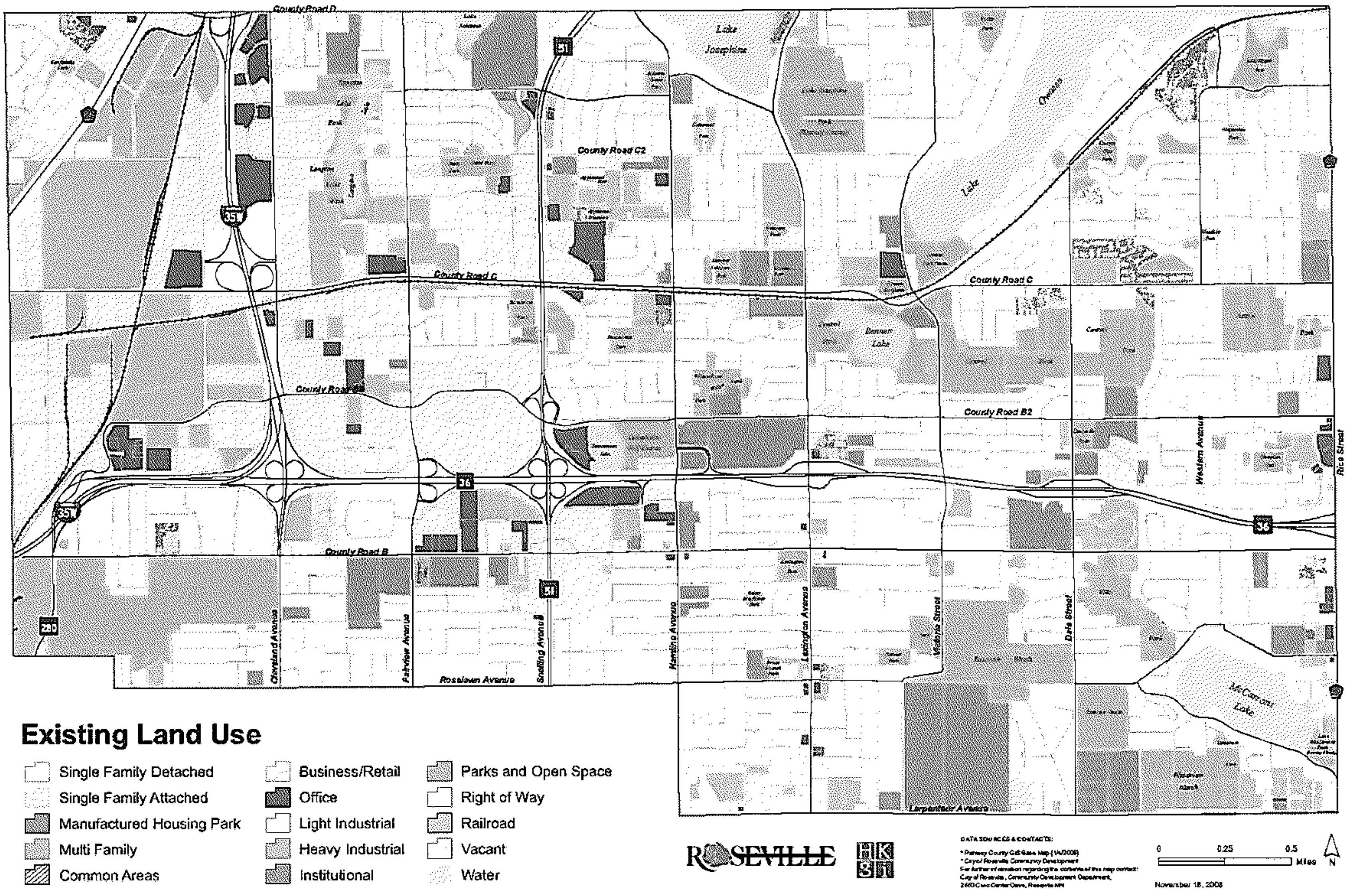


Figure 3. Existing Land Use
City of Roseville



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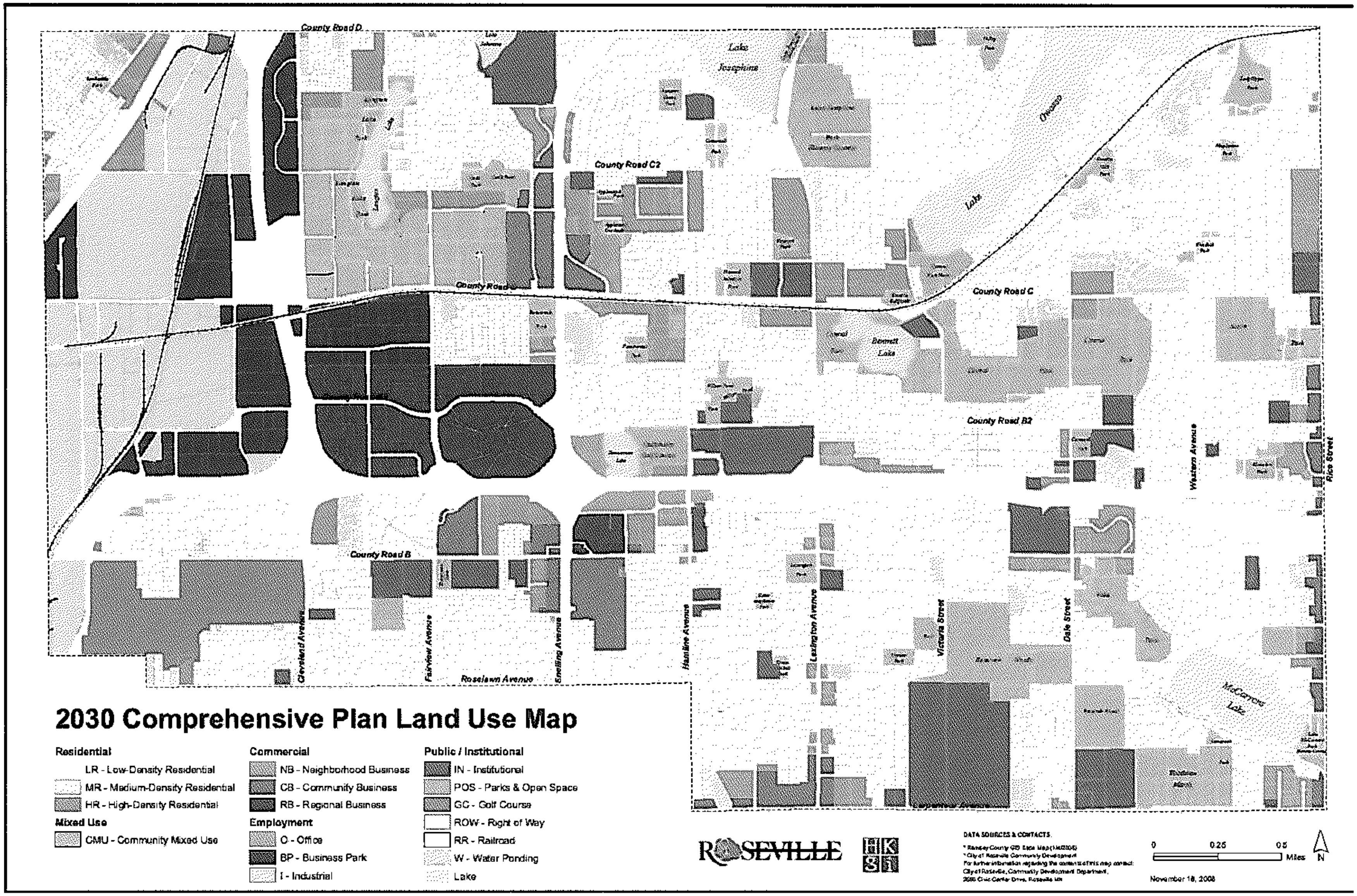

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Table 4: Land Use and 5-Year Staging

Within Urban Service Area	Allowed Density Housing Units/Acre min/max		Exist (2009)	2010	2015	2020	2025	2030	Chg 2000-2030
Residential Uses			*3403*	*3403*	*3465*	*3487*	*3547*	*3619*	**216**
Low Density Residential	1.5	4	2973	2965	2987	2978	3002	3037	64
Medium Density Residential	4	12	146	146	156	157	169	160	14
High Density Residential	12	30	284	292	322	352	376	422	138
C/I Land Uses	Est. Employees/ Acre		1539	1540	1552	1534	1524	1566	27
Neighborhood Business	32		40	40	37	42	35	45	5
Community Business	32		216	217	214	220	230	206	-10
Regional Business	32		220	220	254	254	254	279	59
Business Park	32		43	43	43	43	110	282	239
Office	32		163	163	150	140	125	79	-84
Industrial	8.5		857	857	754	682	617	496	-361
Community Mixed Use	Residential (25-50%)		0	0	100	153	153	179	179
Public/Semi Public Land Uses			3420	3420	3420	3417	3413	3334	-86
Institutional			513	513	513	513	510	476	-37
Parks and Recreation			834	834	834	831	830	845	11
Golf Course			181	181	181	181	181	157	-24
Roadway Rights of Way			1796	1796	1796	1796	1796	1770	-26
Railroad			96	96	96	96	96	86	-10
Undeveloped			499					390	109
Vacant			171	170	95	95	48	48	-123
Wetlands			271	271	271	271	271	271	0
Open Water, Rivers and Streams			57	57	57	57	57	71	14

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

*** * * * * * * * * * * * * * * * * ***

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 12th day of October, 2009, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

Final Adoption of the 2030 Comprehensive Plan and
Tier II Comprehensive Sewer Plan

WHERAS, the 2030 Comprehensive Plan (the Plan) includes the City of Roseville's Tier II Comprehensive Sewer Plan;

WHEREAS, on October 7, 2008, the Planning Commission held a public hearing on the Plan;

WHEREAS, on October 13, 2008, the City Council released the draft Plan for review by affected jurisdictions and received comments from all the affected jurisdictions prior to the end of the statutorily allowed six-month review period;

WHEREAS, on January 7, 2009, in accordance with Roseville City Code 201.07, the Planning Commission held a public hearing to take and adopted a resolution recommending that the City Council adopt the Plan;

WHEREAS, on January 26, 2009, the City Council granted preliminary approval of the 2030 Comprehensive Plan;

WHEREAS, on March 4, 2009, the preliminarily approved Plan was submitted to the Metropolitan Council for its statutorily required review of the document.

WHEREAS, on June 22, 2009, the Metropolitan Council staff deemed the Plan complete and began its formal review process; and

WHEREAS, on August 25, 2009, the Metropolitan Council granted approval of the City's 2030 Comprehensive Plan and Tier II Comprehensive Sewer Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City of Roseville adopts the 2030 Comprehensive Plan and the Tier II Comprehensive Sewer Plan contained with this Plan.

The motion for the adoption of the foregoing resolution was duly seconded by Member

, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 10/12/09
Item No.: 12.f

Department Approval	City Manager Approval
P. Trudgeon	WJ Malinen

Item Description:	Consider Acquisition of portions of property located at 2785 Fairview Ave., City of Roseville for road and infrastructure purposes

BACKGROUND

The City is in the process of negotiating with the property owners within the Twin Lakes redevelopment area to acquire portions of their property for road and infrastructure purposes. In the Fall of 2008, the property owners of 2785 Fairview Ave., Hagen Ventures LLC, approached the City and inquired if the City of Roseville would be interested in purchasing a portion of their property that is needed for Twin Lakes Parkway. Since that time, the City and Hagen Ventures have negotiated and drafted a purchase agreement for City Council consideration. Below is a summary of the purchase agreement:

- The purchase agreement is between the City of Roseville and Hagen Ventures LLC, owners of 2785 Fairview, a multi-tenant trucking terminal/warehouse.

- The city is acquiring approximately 1.95 acres for Twin Lakes Parkway. The purchase will include the land upon which the officially-mapped Twin Lakes Parkway will be constructed upon (including an accessory building) as well as triangular remnant parcel in the northwest portion of the property.

- The purchase price $1,006,500, which is the value based on an appraisal conducted by Dan Dwyer for the city this past spring. Hagen Ventures will be required to escrow $60,000 for future potential use in cleaning up the property from previous tenants and for any environmental remediation.

- Seller (Hagen Ventures LLC) waives any rights it has for relocation benefits from the city.

- Current tenants of the property that are impacted by the purchase are on month-to-month leases and will likely be eligible for relocation benefits. Any new tenants after closing will also be on a month-to-month lease, but <u>will not</u> likely be eligible for relocation benefits.

- The City will need to process and approve a subdivision to separate the parcel that it is purchasing from the parcel that will be retained by Hagen Ventures.

- The closing shall take place no later than December 31, 2009.

- Hagen Ventures warranty that they have no knowledge of hazardous or toxic substances on the land to be purchased, expect as disclosed in prior reports.

- Hagen Ventures is waiving all claims that they assert they have against the City, including any claim based on the ‘cloud’ of condemnation.

- As part of the transaction, the city and Hagen Ventures will enter into a lease agreement. The agreement will allow Hagen Ventures to continue to lease the property to other tenants until June 1, 2011.

- The city will have the ability to terminate the lease early with an early termination fee of $8,916.66 for each month prior to June 1, 2011.

- The lease would allow them to continue to use the property as a truck terminal, truck maintenance facility and distribution facility.

- Hagen Ventures will be responsible for all utilities and taxes and will be required to hold general liability insurance in the amount of $1.5M for each occurrence.

POLICY OBJECTIVE

The action being considered will lead to the construction of infrastructure in the Twin Lakes redevelopment area. Twin Lakes has long been indentified in the Roseville Comprehensive Plan as in important redevelopment area for the City.

BUDGET IMPLICATIONS

The costs for the acquisition of a portion of 2785 Fairview for the roads and infrastructure will initially be funded through existing TIF balances. As the Twin Lakes area is redeveloped, developers/property owners will be required to pay for their appropriate costs of the infrastructure, including the purchase of right-of-way, as based on the adopted Twin Lakes Infrastructure Study.

STAFF RECOMMENDATION

Staff recommends entering into the purchase agreement with Hagen Ventures LLC to purchase a portion of 2785 Fairview Ave. for road and infrastructure purposes within Twin Lakes.

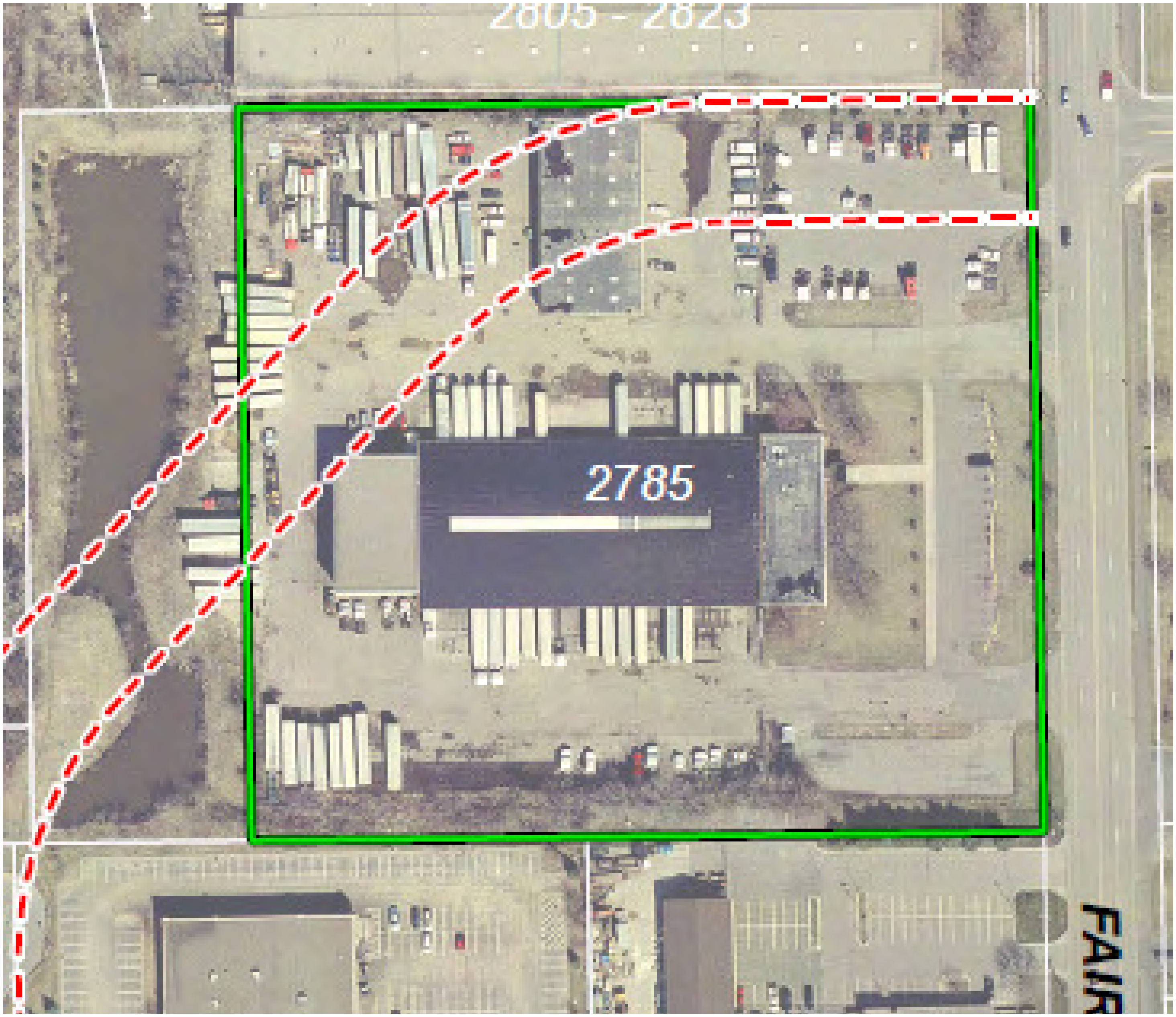
REQUESTED COUNCIL ACTION

MOTION to enter into a purchase agreement with Hagen Ventures LLC to purchase a portion of 2785 Fairview Ave. for road and infrastructure purposes within Twin Lakes.

Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071
Attachments: A: Aerial of 2785 Fairview Ave.
B: Summary of Appraisal; 2785 Fairview Ave.
C: Purchase Agreement

Attachment A

Hagen Ventures LLC – 2785 Fairview Ave, Roseville



A "BEFORE" AND "AFTER" SUMMARY APPRAISAL REPORT

OF

Hagen Ventures, LLC
A Truck Terminal / Distribution Facility

LOCATED AT

2785 Fairview Avenue N
Roseville, Minnesota

FOR

Mr. Patrick Trudgeon, AICP
Community Development Director
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

AS OF

December 19, 2008

BY

Daniel E. Dwyer
Certified General Real Property Appraiser
MN License #4001170

DAHLEN, DWYER & FOLEY, INC.
55 East 5th Street; Suite 1350
St. Paul, MN 55101

Dahlen, Dwyer & Foley, Inc.

55 EAST 5TH STREET • SUITE 1350 • ST. PAUL, MINNESOTA 55101 • (651) 224-1381 • FAX (651) 223-5736

DWIGHT W. DAHLEN, MAI, SREA
DANIEL E. DWYER
SEAN M. FOLEY
JEFFREY A. DAHLEN
JANE E. HAMMES
MICHAEL T. TINKER
BRIAN W. DAHLEN

January 28, 2009

Mr. Patrick Trudgeon, AICP
Community Development Director
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: Hagen Ventures, LLC
A Truck Terminal/Distribution Facility
2785 Fairview Avenue N
Roseville, MN 55113

Dear Mr. Trudgeon:

In accordance with your request, I have prepared a ***"Complete Summary Appraisal"*** on the property located at 2785 Fairview Avenue N in Roseville, Minnesota. The property consists of a 43,088 SF truck terminal/distribution facility having approximately 13.4% office space along with a 10,975 SF maintenance building located immediately to the north of the terminal/distribution building. The GBA for both buildings totals 54,063 SF. The improvements were constructed in 1960 with an addition to the truck terminal/distribution facility in 1989. The site is rectangular in shape and contains a total of 7.41 acres or 322,780 SF. Zoning is I-1 or Light Industrial District. The Roseville Comprehensive Plan has the subject property guided BP or Business Park.

The purpose of this appraisal is to determine the loss in market value to the property due to the City of Roseville's Twin Lakes Roadway Project. This project includes taking of road right-of-way, taking of a remnant strip, temporary easements, and taking of the truck maintenance facility along with the 1989 addition to the terminal/distribution facility.

This appraisal has been prepared in conformance with ***MnDOT's "Right-of-Way Manual"*** dated January 10, 2002 and ***US DOT's 49 CFR Part 24.*** Based upon my inspection of the property, and in consideration of the City of Roseville's takings for the Twin Lakes Roadway Project, I have developed the following opinions of value for the property as of December 19, 2008:

VALUE "BEFORE" THE TAKING: $2,950,000

VALUE "AFTER" THE TAKING: $1,950,000

DAMAGES DUE TO TAKING: $1,000,000

The damages are allocated as follows:

VALUE OF RIGHT-OF-WAY FOR TWIN LAKES PARKWAY: $439,000

VALUE OF REMNANT PARCEL: $175,000

VALUE OF REMAINDER DAMAGES: $386,000

PLUS VALUE OF TEMPORARY EASEMENT: $6,500

TOTAL DAMAGES DUE PROPERTY OWNER: $1,006,500

The preferred way to determine damages accruing to a property due to a taking is the "before" and "after" method. Under this method, which is usually the simplest approach, the value of the property is estimated "before" and "after" the taking(s), the difference between the two being the damages accruing to the property as a result of the taking including damages to the remainder, if any. The measure of damages to the subject property is the comparative market value of the property "before" and "after" the taking by the City of Roseville of road right-of-way, a temporary easement, a remnant parcel, a truck maintenance facility and a 60'x101' addition to the main building.

Under Minnesota State Law, the value of the "remainder" parcel in the "after" situation does not take into consideration any special or general benefits that may accrue to the property as the result of the City of Roseville's Twin Lakes Roadway Project.

This appraisal report has been made in conformity with the following:

- The "Uniform Standards of Professional Appraisal Practice" of the Appraisal Foundation as mandated by the Financial Institution's Reform, Recovery and Enforcement Act of 1989 (FIRREA).

- The "Standards of Professional Practice and Conduct" of the Appraisal Institute.

- All terms specified in conversations with Mr. Patrick Trudgeon of the City of Roseville.

- This appraisal assignment has not been based on a requested minimum valuation, specific valuation or the approval of a loan. The estimate of market value contained herein was developed independent of any undue influence.

- No part of the appraiser's compensation was, is, or will be directly or indirectly related to the opinions of market value reported herein.

- MnDOT's Right-of-Way Manual dated January 2, 2002, Section 5-491.202.

- US DOT's **49 CFR Part 24**.

This appraisal has been made subject to certain limiting conditions and assumptions as hereinafter expressed. Such facts and information as contained herein were obtained from sources that I considered reliable and are true to the best of my knowledge and belief.

Neither my engagement to make this appraisal (or any future appraisals for this particular client), nor any compensation therefore, are contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of subsequent event.

Dahlen, Dwyer, & Foley, Inc. does not have a business or personal relationship with the property's owner(s); is not an owner or lessee in the property; and has no management, leasing or sales responsibility for the property.

Information in this report was gathered from sources believed to be reliable but it is not guaranteed. Possession of this report, or copy thereof, does not carry with it the right of publication nor may it be used for any purpose, except that for which it was requested without the previous written consent of the appraiser and, in any event, only with property qualification.

The following report describes my method of approach, contains data gathered in my investigation, and demonstrates my analysis in arriving at the estimate of market value for the subject property.

Respectfully submitted,

DAHLEN, DWYER & FOLEY, INC

Daniel E. Dwyer, CEO
Certified General Real Property Appraiser
MN License # 4001170

DED/jh
DD&F File #:9030

EXECUTIVE SUMMARY

Project:	Twin Lakes Parkway Project
Parcel #:	14
Fee Owner:	Hagen Ventures, LLC
Property Address:	2785 Fairview Avenue N Roseville, Minnesota 55113
Assessor's PID #:	04.29.23.31.0019
Zoning:	I1 or Light Industrial District
Comprehensive Plan:	BP or Business Park
Property Rights Appraised:	Fee Simple Interest "before" and "after"
Land Size:	7.41 Acres or 322,780 SF
Shape of Parcel:	Rectangular
GBA:	54,063 SF
Date Built:	1960, 1989
Rights Acquired:	Road right-of-way – 59,749 SF Temporary easement – 8,465 SF Remnant parcel – 23,818 SF 1989 addition – 6,060 SF Truck maintenance facility – 10,957 SF
Length of Temporary Easement:	One year or 12 months from commencement date of roadway construction to be determined by the City of Roseville
Report Format:	Summary
Highest & Best Use –"Before":	Current use
Highest & Best Use –"After":	Current use

Valuation Conclusions:

Estimated Value – "Before":	$2,950,000
Estimated Value – "After":	$1,950,000
Damages due to taking:	$1,000,000

Allocation of Damages:

Value of fee taking for roadway:	$439,000
Value of remnant parcel:	$175,000
Value of remainder damages:	$386,000
Plus value of temporary easement:	$6,500
Total Damages Due Prop. Owner:	$1,006,500

Date of Inspections:	December 14, 2008 December 19, 2008
Date of Value Estimate:	December 19, 2008
Appraiser:	Daniel E. Dwyer Certified General Real Property Appraiser MN License #4001170

Dahlen, Dwyer & Foley, Inc.
55 E. 5th Street, Suite 1350
St. Paul, MN 55101
651-224-1381

Attachment C

PURCHASE AGREEMENT

THIS AGREEMENT is made as of ____________, 2009 (the "Effective Date") by and between Hagen Ventures, LLC, a Minnesota limited liability company ("Seller"), and the City of Roseville, a municipal corporation ("Buyer").

RECITALS:

A. Seller is the fee owner of that certain real property commonly known as 2785 Fairview Avenue, located in Ramsey County, Minnesota.

B. Seller wishes to convey, and Buyer wishes to purchase, that certain portion of the real property containing approximately 87,329 square feet, the legal description of which is set forth on Exhibit A ("Property"), which Property is identified on the sketch attached hereto as Exhibit A-1, together with all rights, privileges, easements, and appurtenances belonging thereto.

AGREEMENT:

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase Price and Manner of Payment. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be $1,006,500.00 and shall be paid as follows:

a. Upon execution of this Agreement $10,000.00 as earnest money ("Earnest Money"):

b. On the Closing Date the balance of the Purchase Price ($996,500.00) in a cash or other immediately available funds, less an escrow of $60,000 to be held pursuant to the Escrow Agreement attached hereto as Exhibit E (the "Escrow Agreement").

2. Seller's waiver of relocation benefits. Seller acknowledges that the Buyer is a governmental subdivision with the right of eminent domain and that Seller may have the right to relocation benefits pursuant to Minnesota Statutes Section 117.52. The Purchase Price represents the total consideration for the Property and Seller waives any rights pursuant to Minnesota Statutes Section 117.52 to any relocation benefits. Seller agrees to execute the Waiver of Relocation Benefits, attached as Exhibit B.

3 Existing and prospective leases and subleases. Seller represents that all present leases, including subleases of the property, are on a month-to-month basis. Seller further represents that, when it becomes a tenant of the property after the closing pursuant to Paragraph 5(h) of this Agreement and the Lease, as hereinafter defined, it will only enter month to month subleases with all new subtenants. Seller represents that it will notify all subtenants who take occupancy after the closing that the property, prior to the execution of any sublease, that the Property has been acquired by Buyer, and that as a result, any subtenant who takes possession after the closing will not be considered as a displaced person for the purposes of obtaining relocation benefits, and that any subtenant who takes occupancy after the closing will not be entitled to relocation benefits stemming from or relating to Buyer's acquisition of the property. Seller shall not be liable for any relocation benefits stemming from or relating to Buyer's acquisition of the property.

4. Buyer Contingencies. The obligations of Buyer under this Agreement are contingent upon each of the following:

a. **Representation and Warranties.** The representations and warranties of Seller contained in this Agreement must be accurate in all material respects now and on the Closing Date as if made on the Closing Date.

b. **Title.** Title shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 7 below.

c. **Performance of Seller's Obligations.** Seller shall have performed all of the obligations required to be performed by Seller under this Agreement as and when required by this Agreement.

d. **Condition of Property.** Buyer shall be reasonably satisfied with the physical and environmental condition of the Property within thirty (30) days of the Effective Date.

e. **Subdivision Approval.** All subdivision approvals shall have been obtained by Buyer, at Buyer's sole cost and expense, given the fact the Property is part of a larger tax parcel. Buyer will undertake its best efforts to obtain such approve on or before December 21, 2009.

If any contingency set forth above has not been satisfied on or before the Closing Date or such earlier date set forth above, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Upon such termination, the Earnest Money shall be refunded to Buyer, and upon such return, neither party will have any further rights or obligations regarding this Agreement or the Property. All the contingencies set forth in this Section are for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to waive any contingency by written notice to Seller.

5. Closing: The closing of the purchase and sale contemplated by this Agreement shall occur on a "Closing Date" which shall take place within ten (10) days of the satisfaction of the contingencies, but not later than December 31, 2009. The closing shall take place at a mutually agreeable time and place. Seller shall retain possession of the Property on the Closing Date pursuant to the Lease. At the closing Buyer shall pay the balance of the Purchase Price to Seller and the following closing documents shall be executed and delivered.

a. A warranty deed conveying the Property to Buyer, free and clear of all encumbrances, except the following "Permitted Encumbrances":

(1) Any property taxes and special assessments to be paid by Buyer pursuant to this Agreement; and

(2) Building codes and laws and ordinances relating to zoning, land use and environmental matters.

(3) Utility and/or roadway easements that do not interfere with the operation of the Property.

(4) Reservations of mineral rights to the State of Minnesota.

(5) Any encumbrances that are Permitted Encumbrances pursuant to Section 7(c) hereof.

b. A title insurance policy, or a suitably marked-up commitment for title insurance initialed by the Title Insurer, as hereinafter defined, in the form required by this Agreement.

c. A standard form of Seller's affidavit.

d. The appropriate federal income tax reporting forms.

e. A Certificate of Real Estate Value.

f. A closing statement detailing the financial terms of the closing.

g. All other documents necessary to transfer the Property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.

h. The Lease attached hereto as Exhibit C (the "Lease").

i. The Release of Claims, attached hereto as Exhibit D (the "Release of Claims").

j. The Escrow Agreement.

k. The Temporary Construction Easement, attached hereto as Exhibit F (the "Temporary Construction Easement").

6. Costs and Prorations. Seller and Buyer agree to the following prorations and allocations of costs:

a. Title Insurance and Closing Fee. Buyer will pay all costs of issuing the title insurance commitment. Buyer will pay all title insurance premiums and surcharges required for the issuance of any owner's title insurance policy required by Buyer. Seller and Buyer will each pay one-half of any reasonable and customary closing fee charged by the Title Insurer.

b. **Documentary Taxes.** Seller shall pay all state deed tax for the warranty deed to be delivered by Seller under this Agreement.

c. **Real Estate Taxes and Levied and Pending Assessments.** General real estate taxes due and payable for the period prior to closing shall be paid by Seller. Seller shall be responsible for all special assessments levied or pending against the Property as of the date of this Agreement except for those identified herein as specifically the responsibility of Buyer. Seller shall be responsible for the payment of any and all general real estate taxes and installments of special assessments relating to the Property that accrue during the term of the Lease. Buyer shall be responsible for the payment of any and all general real estate taxes and installments of special assessments relating to the Property that accrue after the termination of the Lease.

d. **Attorney's Fees.** Each party will pay its own attorney's fees.

e. **Miscellaneous Fees and Costs.** Any fees or costs associated with the platting, development, sale or closing of the property that are not by this Agreement specifically designated to be the responsibility of the Seller will be paid by the Buyer.

7. **Title.**

a. **Quality of Title.** Seller shall convey good and marketable fee title to the Property to Buyer, subject to no liens, easements, encumbrances, conditions, reservations or restrictions other than the Permitted Encumbrances.

b. **Title Evidence.** Within twenty days after the date of this Agreement, Buyer shall obtain the following (collectively, "Title Evidence"):

(1) A commitment ("Title Commitment") from a title company selected by Seller (the "Title Insurer") for the most current form of ALTA owner's policy of insurance in the amount of the Purchase Price insuring title to the Property.

c. **Buyer's objections.** Within twenty days after receiving the last of the Title Evidence, Buyer shall make written objections ("Objections") to any marketability issues identified by of the Title Evidence. Buyer's failure to make Objections within such time period will constitute waiver of Objections. Any matter shown on such Title Evidence and not objected to by Buyer shall be deemed an additional "Permitted Encumbrance" hereunder. Seller shall have 60 days after receipt of the Objections to cure the Objections, during which period the Closing will be postponed as necessary. If the Objections are not cured within such 60-day period, Buyer will, in addition to any other remedy available at law or under this Agreement, have the option to do either of the following:

(1) Terminate this Agreement and receive a refund of the Earnest Money; or

(2) Waive the objections and proceed to close.

d. **Title Policy.** Buyer will cause the Title Insurer to deliver to Buyer at the closing a title policy issued pursuant to the commitment, or a suitably marked–up commitment initialed by the Title Insurer undertaking to issue such a title policy in the form required by the commitment as approved by Buyer.

8. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

a. **Authority.** Seller has the requisite power and authority to enter into and perform this Agreement.

b. **Title to Property.** Seller owns marketable fee simple title to the Property.

c. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property.

d. **FIRPTA.** Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign state": as those terms are defined in § 1445 of the Internal Revenue Code.

e. **Proceedings.** To the knowledge of Seller, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or the Property from any entity other than Buyer.

f. **Wells and Septic Systems.** To Seller's knowledge, Seller represents that it is not aware of any wells or septic systems located on the Property, except as disclosed to Buyer in writing prior to Closing Date. Seller shall prepare, execute, and file any required well certificate on or before the Closing Date.

g. **Hazardous Substances.** Except as set forth in that certain Preliminary Environmental Evaluation dated November 17, 2008 and prepared by Braun Intertec (the "Report"), to the Seller's actual knowledge, no hazardous or toxic substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601-9657, as amended), have been generated, treated, stored, released, or disposed of, or otherwise deposited in or located on the Property, including with limitation, the surface or subsurface waters of the Property, nor to Seller's actual knowledge, except as set forth in the Report, has any activity been undertaken on the Property which would cause (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901, et. seq., or any similar state law or local ordinance or any other environmental law; (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, or any similar state law or local ordinance, or any other environmental law; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 7401, et.seq., or any similar state law or local ordinance or any other environmental law. To Seller's knowledge, except as set forth in the Report: (i) there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, or any other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements, and (ii) no underground deposits which cause hazardous wastes or underground storage tanks are located on the Property.

Seller will defend, indemnify and hold harmless Buyer from and against any expenses or damages, including reasonable attorney's fees, that Buyer incurs because of the breach of any of the above representations and warranties. Each such representation shall survive Closing for a period expiring on the one (1) year anniversary of the termination of the Lease. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will constitute a waiver or release by Buyer of any claims due to such breach. Except as expressly set forth herein, Buyer agrees to accept the Property in its as-is condition.

9. Representations and Warranties by Buyer. Buyer represents and warrants to Seller that Buyer has the requisite power and authority to enter into this Agreement and perform it.

10. Right to Inspect. Buyer shall have the right to enter the Property and perform such surveys, tests and investigations as Buyer deems advisable, all at Buyer's sole expense, and Buyer will provide Seller with copies of any such surveys, tests or investigation reports. Buyer shall keep the Property free from mechanics liens arising from such work. Buyer shall be responsible for any property damage or personal injury arising from such work, and Buyer agrees to indemnify and hold harmless Seller from any loss, cost or expense (including reasonable attorneys' fees) for death, bodily injury or damage to the Property to the extent caused by such work.

11. Control of Property. Subject to the provisions of this Agreement, until the Date of Closing, except as set forth in Section 10, Seller shall have full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from the negligence of Buyer, its agents, contractors, or employees.

12. Condemnation. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within ten days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer fails to exercise its option to terminate the Agreement, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings.

13. **Broker's Commission.** Seller and Buyer represent and warrant to each other that they have dealt with no broker, finder or other person entitled to a commission, finder's fee or similar fee in connection with this transaction, except that Seller has worked with Financial Network and the fees of Financial Network will be paid in full as a part of Closing pursuant to a separate agreement.

14. **Assignment.** Either party may assign its rights under this Agreement, but such assignment shall not be effective until the assigning party has given written notice of the assignment to the other party. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

15. **Survival.** All of the terms of this Agreement will survive and be enforceable after the Closing.

16. **Notices.** Any notices required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to any officer of the receiving party, or (ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller:	Hagen Ventures, LLC 6278 Otter Lake Road White Bear Lake, MN 55110 Attention: Bob Hagen
With copy to:	Fredrikson & Byron, P.A. 200 S. Sixth Street, Suite 4000 Minneapolis, MN 55402 Attention: Steve Quam
If to Buyer:	City of Roseville 2660 Civic Center Drive Roseville, MN 55113-1899 Attention: City Manager
With copy to:	Ratwik, Roszak & Maloney, P.A. 300 U.S. Trust Building 730 Second Avenue South Minneapolis, MN 55402

Attention: Jay T. Squires

Notices shall be deemed effective on the earlier of the date of receipt or in the case of such deposit in the mail or overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party.

17. Captions. The captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property. There are no verbal or written side agreements that change this Agreement.

19. Amendment; Waiver. No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by both parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver or such right in a later or separate instance.

20. Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

21. Binding Effect. This Agreement binds and benefits the parties and their respective successors and assigns.

22. Remedies.

a. Default by Buyer. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving a 30-day written notice to Buyer pursuant to Minnesota Statutes § 559.21. If Buyer fails to cure such default within 30 days of the date of such notice, this Agreement will terminate, and upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Agreement; or Seller may sue for specific performance of this Agreement or actual damages caused by Buyer's default provided that such suit is commenced within sixty (60) days of the alleged default.

b. Default by Seller. If Seller defaults under this Agreement, Buyer shall have the right to terminate this Agreement by giving a 30-day written notice to Seller pursuant to Minnesota Statutes § 559.21. If Seller fails to cure such default within 30 days of the date of such notice, this Agreement will terminate, and upon such termination Buyer may sue for specific performance of this Agreement or actual damages caused by Seller's default provided that such suit is commenced within sixty (60) days of the alleged default.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

SELLER: HAGEN VENTURES, LLC:

By: ______________________________ Date: ________________________

By: ______________________________ Date: ________________________

BUYER: CITY OF ROSEVILLE

By: ________________________________ Date: ________________________
Mayor

By: ________________________________ Date: ________________________
City Manager

EXHIBITS

A	Legal Description
B	Waiver of Relocation Benefits
C	Lease
D	Release of Claims
E	Escrow Agreement

RRM: #131917/sld/lmj
4611756v2

EXHIBIT A
LEGAL DESCRIPTION

That part of the South 550 feet of the East 630 feet of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota, which lies west of the east 43.00 feet thereof and which lies northerly and northwesterly of the following described line:

> Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota; thence North 01 degrees 08 minutes 13 seconds West, assumed bearing along the east line of said Northeast Quarter of the Southwest Quarter, 468.25 feet, to the point of beginning of said line to be hereinafter described; thence South 88 degrees 58 minutes 08 seconds West, 167.25 feet; thence southwesterly, 401.90 feet, along a tangential curve, concave to the southeast, having a radius of 500.00 feet and a central angle of 46 degrees 03 minutes 17 seconds; thence South 42 degrees 55 minutes 31 seconds West, tangent to the last described curve, 148.39 feet, to the west line of Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 and said line there terminating.

EXHIBIT A-1
SKETCH OF PROPERTY

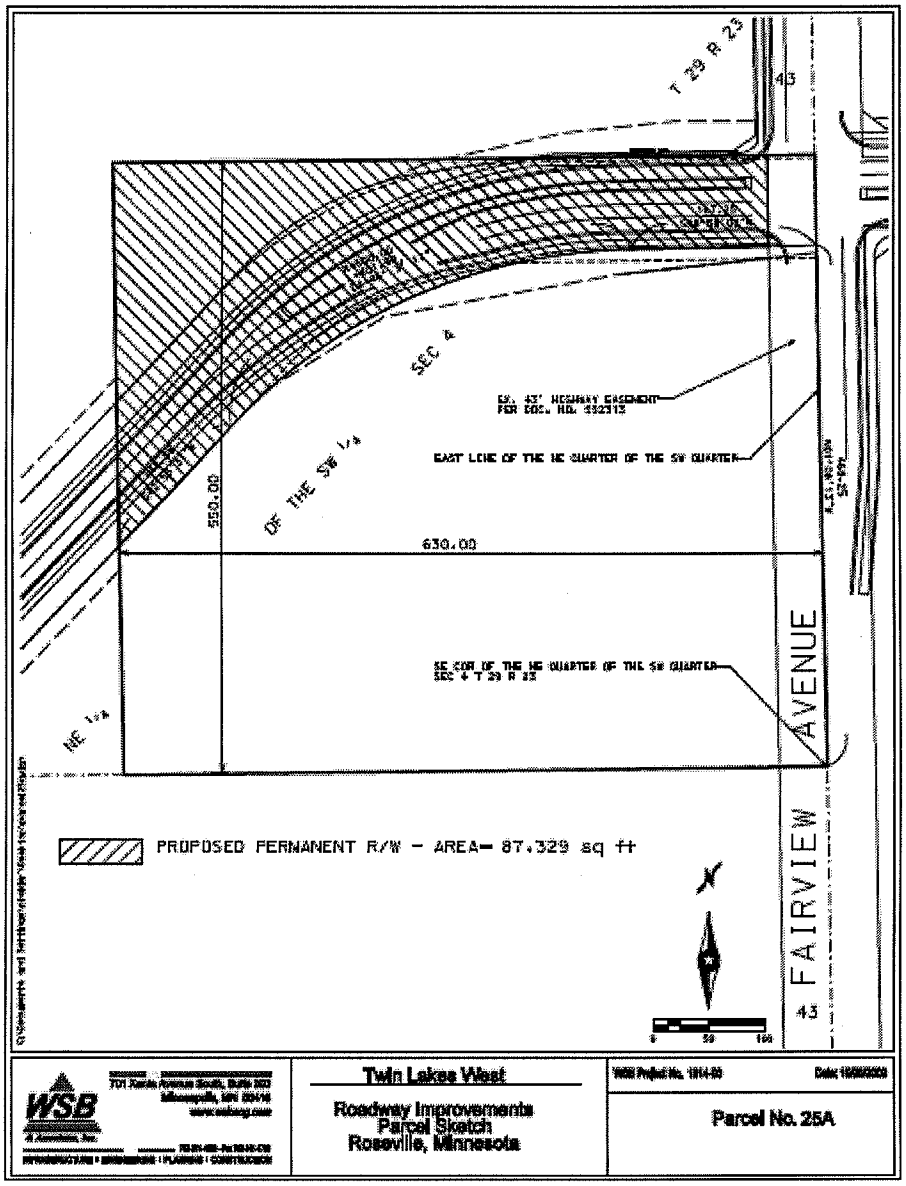


EXHIBIT "B"

WAIVER OF RELOCATION BENEFITS

THIS AGREEMENT is made as of _____________, 2009 between ________________ ________________, ("Seller"), and the City of Roseville, a municipal corporation ("Buyer").

I. RECITALS

1.01 Buyer is a municipal corporation under the laws of the State of Minnesota, having its principal office in the City of Roseville, County of Ramsey, Minnesota.

1.02 Seller resides at ________________ in the City____________, County of _______ ______, Minnesota.

1.03 Buyer desires to purchase certain real estate owned by Seller, which is legally described in Exhibit A, attached hereto.

1.04 Pursuant to Minnesota Statutes section 117.521, Seller desires to waive any possible claim that Seller may have for relocation benefits pursuant to Minnesota and federal law.

1.05 Buyer has explained to Seller that, but for Seller's waiver herein, Seller may be or is eligible under Minnesota Statutes chapter 117 for relocation assistance, relocation services, relocation payments, and relocation benefits as separately listed below:

Type of Relocation Owner may be eligible for:

Relocation Assistance:	Assistance in locating and moving operation to a replacement site, coordination of the move and filing appropriate documents for relocation claim.
Relocation Services:	Provide comparable properties for possible replacement sites, transportation to properties if needed, perform DSS inspections, calculation of relocation payments and review of documentation and written relocation claim.

Relocation Payments:	Estimated Moving Costs for Equipment:	$________________
	Estimated Closing Costs:	$________________
	Estimated Hook Up Charges:	$________________
Relocation Benefits:	Relocation benefits would include all of the above.	

Total: $_________________

1.06 Seller specifically represents and agrees that they are entering into this agreement voluntarily. Seller further agrees that prior to execution of this agreement, ______ ______________________, representing the Buyer, explained the contents of this agreement and relocation guidebook.

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

II. AGREEMENT

2.01 Seller, for good and valuable consideration provided as part of the Purchase Price paid by Buyer for the Property and for relocation benefits, the receipt and sufficiency of which is hereby acknowledged, hereby waives, releases, relinquishes, and forfeits forever any other claim that Seller may otherwise have for relocation assistance, relocation services, relocation payments, and relocation benefits under Minnesota Statutes Chapter 117 and other provisions of state and federal law. The Purchase Price of the Property and the payment of relocation benefits for the total unallocated sum of $1,006,000.00 serves as consideration in return for this waiver.

2.02 Under Minnesota Statutes, Seller may not waive relocation assistance relating to the acquisition of properties situated wholly or in part within any district for redevelopment authorized under Laws 1971, chapter 548 or 677; or Laws 1973, chapter 196, 761, or 764; or Laws 1974, chapter 485; or Minnesota Statutes chapter 462, 458, or 458c.

SELLER:

By: ______________________________ Date: ________________________

By: ______________________________ Date: ________________________

BUYER: THE CITY OF ROSEVILLE

By: ________________________________ Date: ________________________
Mayor

By: ________________________________ Date: ________________________
City Manager

CERTIFICATION OF WITNESS

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

I, __________________________, being duly sworn, hereby confirm the following:

1. I reside at ____________________ in the City of __________________ and County of ____________________ in the State of Minnesota.

2. I witnessed the execution of the foregoing agreement by the Seller.

3. I was not personally involved in the acquisition by the City of Roseville of the Property from the Seller.

4. I did observe ________________________, representative of the Buyer, whose address is ____, explain the contents of the foregoing Waiver of Relocation Benefits to the Seller. The explanation was conducted in an understandable manner. The Seller appeared to understand the terms and condition of the foregoing agreement.

5. No express or implied threats of taking the Property by eminent domain were made by the Buyer or its representatives to the Seller. Nor, to my knowledge, were any other threats made by the Buyer, or its representatives throughout the entire process of acquiring the Property that were intended to induce the Seller to waive their relocation assistance or benefits.

6. To the best of my information and belief, the Seller entered into said agreement voluntarily.

____
Witness

Subscribed and sworn to before me
this ____ day of ______________, 2009.

____
Notary Public

CERTIFICATION OF WITNESS

STATE OF MINNESOTA)
) ss.
COUNT OF RAMSEY)

I, ____________________, being duly sworn, hereby confirm the following:

1. My business address is ____ ______________________.

2. I witnessed the execution of the foregoing agreement by the Seller.

3. I was not personally involved in the acquisition of the Property by the Buyer from the Seller.

4. I did explain, on behalf of the Buyer, the contents of the foregoing Waiver of Relocation Benefits to the Seller. The explanation was conducted in an understandable manner. The Seller appeared to understand the terms and conditions of the foregoing agreement.

5. No express or implied threats of taking the Property by eminent domain were made by the Buyer or its representatives to the Seller. Nor, to my knowledge, were any other threats made by the Buyer or its representatives throughout the entire process of acquiring the Property that were intended to induce the Seller to waive their relocation assistance or benefits.

6. To the best of my information and belief, the Seller entered into said agreement voluntarily.

____
Witness

Subscribed and sworn to before me
this _____ day of ________________, 2009

____
Notary Public

RRM: #131964/sld

EXHIBIT "C"

LEASE

This is a legal agreement ("Lease") between Hagen Ventures, LLC, a Minnesota limited liability company ("Tenant") and the City of Roseville, a municipal corporation ("Landlord") to rent the Premises described below. Landlord and Tenant agree to the following terms.

This Lease may be enforced in court against the Landlord or the Tenant if either one of them does not comply with this Lease.

1. Premises. The Premises ("Premises") is located at 2785 Fairview Avenue, legally described as follows:

> That part of South 550 feet of the East 630 feet of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota, which lies west of the east 43.00 feet thereof and which lies northerly and northwesterly of the following described line:
>
> > Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota; thence North 01 degrees 08 minutes 13 seconds West, assumed bearing along the east line of said Northeast Quarter of the Southwest Quarter, 468.25 feet, to the point of beginning of said line to be hereinafter described; thence South 88 degrees 58 minutes 08 seconds West, 167.25 feet; thence southwesterly, 401.90 feet, along a tangential curve, concave to the southeast, having a radius of 500.00 feet and a central angle of 46 degrees 03 minutes 17 seconds; thence South 42 degrees 55 minutes 31 seconds West, tangent to the last described curve, 148.39 feet, to the west line of Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 and said line there terminating.

The Premises is shown in the sketch attached as Exhibit B.

2. Term of Lease. This Lease is for a fixed term from the date Landlord acquires the Property and ending on June 1, 2011, time being of the essence.

a. Early Termination by Tenant. Tenant may terminate this Lease at any time earlier than the end of the term upon 30 days' written notice to Landlord.

b. Early Termination by Landlord. Landlord has the right to terminate this Lease prior to June 30, 2011 upon the delivery of 60 days' written notice to Tenant, which notice must be accompanied by an early termination fee in the amount of $8,916.66 for each month between the early termination date and June 30, 2011, prorated for any partial months.

3. Rent. Rent for the Premises is One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

4. Acceptance/Quiet Enjoyment. Tenant accepts the condition of the Property and Premises in an "as-is" and "with-all-faults" condition. If Tenant complies with the provisions of this Lease, Tenant may use the Premises for the term of this Lease.

5. Use of Premises. The Premises must be used only as a truck terminal, a truck maintenance facility, a distribution facility, or related uses. Tenant may not use the Premises for unlawful activity. In particular, Tenant agrees that (a) Tenant will not unlawfully allow controlled substances in the Premises; (b) the Premises will not be used by the Tenant or others acting under its control to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess a controlled substance in violation of any local, state, or federal law, including Minn. Stat. Chapter 152; and (c) the Premises shall not be used in a way that violates any state, federal, or local law pertaining to hazardous substances.

6. Maintenance and Repair.

a. By Landlord. Landlord has no responsibility whatsoever for maintenance or repair of the Property and Premises or any of its structures or utility systems, including but not limited to the heating, electrical, plumbing or air conditioning systems.

b. By Tenant. Tenant promises, at Tenant's expense, to maintain the Premises in a neat and orderly condition. Tenant agrees to eliminate any violation of health and safety laws that result from the negligent, willful, malicious or irresponsible conduct of the Tenant or the Tenant's family, agents or guests or sublessees. Tenant shall comply with all sanitary laws affecting the cleanliness, occupancy and preservation of the Premises.

7. Alterations/Removal of Property from the Premises. Tenant may not make any material alterations to the Premises without Landlord's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, during the term of this Lease, Tenant may remove any and all portions of fixtures, improvements and personal property, provided that Tenant may not remove any load bearing walls or cause any unsafe condition (e.g. exposed wires, pipes, etc.) to exist.

8. Utilities. Tenant shall pay for all utilities for the Premises, including, without limitation, electricity, gas, telephone, garbage hauling and any and all expenses related to any well or septic system.

9. Taxes. Tenant shall be responsible for the payment of any and all real estate taxes and installments of special assessments relating to the Property that accrue during the Term of the Lease (including real estate taxes due and payable in 2010 and subsequent years, if applicable).

10. Insurance. Tenant shall, at Tenant's expense, procure general liability and personal property insurance for the term of the Lease. General liability insurance shall have the following limits: $1,500,000 per occurrence. Proof of insurance shall be provided to Landlord, and Landlord shall be named as an additional insured on the Policy. The Policy must indicate it is not cancelable except on 30 day's written notice to the Landlord.

11. Right of Entry. Landlord and Landlord's agents may, upon prior written notice to Tenant, enter the Premises at reasonable hours to inspect the Premises.

12. Assignment and Subletting. Tenant may not assign this Lease or lease the Premises to anyone else (sublet) without the prior consent of the Landlord, which consent shall not be unreasonably withheld so long as such subleases are on a month-to-month basis. Landlord hereby approves of those sublessees listed in Exhibit A, which subleases are on a month-to-month basis. Any assignment or sublease made without Landlord's written consent will not be effective. Any sublease must provide that it will automatically terminate upon the termination of this Lease. Tenant represents that it will notify any subtenants who take occupancy after the date hereof that the Premises is owned by Landlord, and that any such subtenant will not be considered as a displaced person for the purposes of obtaining relocation benefits, and will not be entitled to relocation benefits stemming from or relating to Landlord's ownership of the property.

13. Surrender of Premises. Tenant shall move out of the Premises when the Lease term ends. When Tenant moves out, Tenant shall leave the Premises in "broom clean" condition and as it was when the Lease started, with the exception of reasonable wear and tear, damage from insured casualty, and the removal of fixtures, improvements, and personal property, as provided herein. All of Tenant's personal property, garbage and debris must be removed at Tenant's cost. Tenant is not required to remove fixtures or improvements. Pursuant to a separate Escrow Agreement, Tenant has posted a $60,000 escrow to assure that the property is delivered to Landlord, at termination of the Lease, in the condition required herein and relating to certain environmental work, as set forth in such Escrow Agreement.

14. Default. If Tenant violates a term of this Lease and Landlord does not terminate this Lease or evict Tenant, Landlord may still terminate this Lease and evict Tenant for any other violation of this Lease, provided Landlord has given Tenant 10 days' notice of the violation and Tenant has failed to cure the violation. If contraband or a controlled substance manufactured, distributed, or acquired in violation of Minnesota law is seized in the Building or on the Property on which the Building is located incident to a lawful search or arrest, and if Tenant has no defense under Minnesota Statues Section 609.5317, Tenant shall have no further right to possession of the Premises, and Landlord may bring an eviction action against Tenant.

15. Heirs and Assigns. The terms of this Lease apply to the Tenant and Landlord. The terms of this Lease also apply to any heirs, legal representatives, successors and assigns of Tenant or Landlord.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LANDLORD:

CITY OF ROSEVILLE, municipal corporation

____

By: ___________________________________

Its: ______________________________

STATE OF MINNESOTA)
) ss.
COUNTY OF _________________)

The foregoing instrument was acknowledged before me this _____ day of _____________, 2009, by ___________________________, the _____________________ of the City of Roseville, a municipal corporation, on behalf of the municipal corporation.

____

NOTARY PUBLIC

The signatures continue on the following page.

TENANT:

HAGEN VENTURES, LLC

____

____

STATE OF MINNESOTA)
) ss.
COUNTY OF ________________)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2009, by ______________________________, the ___________ of Hagen Ventures, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

____
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

Jay T. Squires
Ratwik, Roszak & Maloney, P.A.
300 U.S. Trust Building
730 Second Ave. So.
Minneapolis, MN 55402
(612) 339-0060

RRM: #131926/sld/lmj

Attachment C

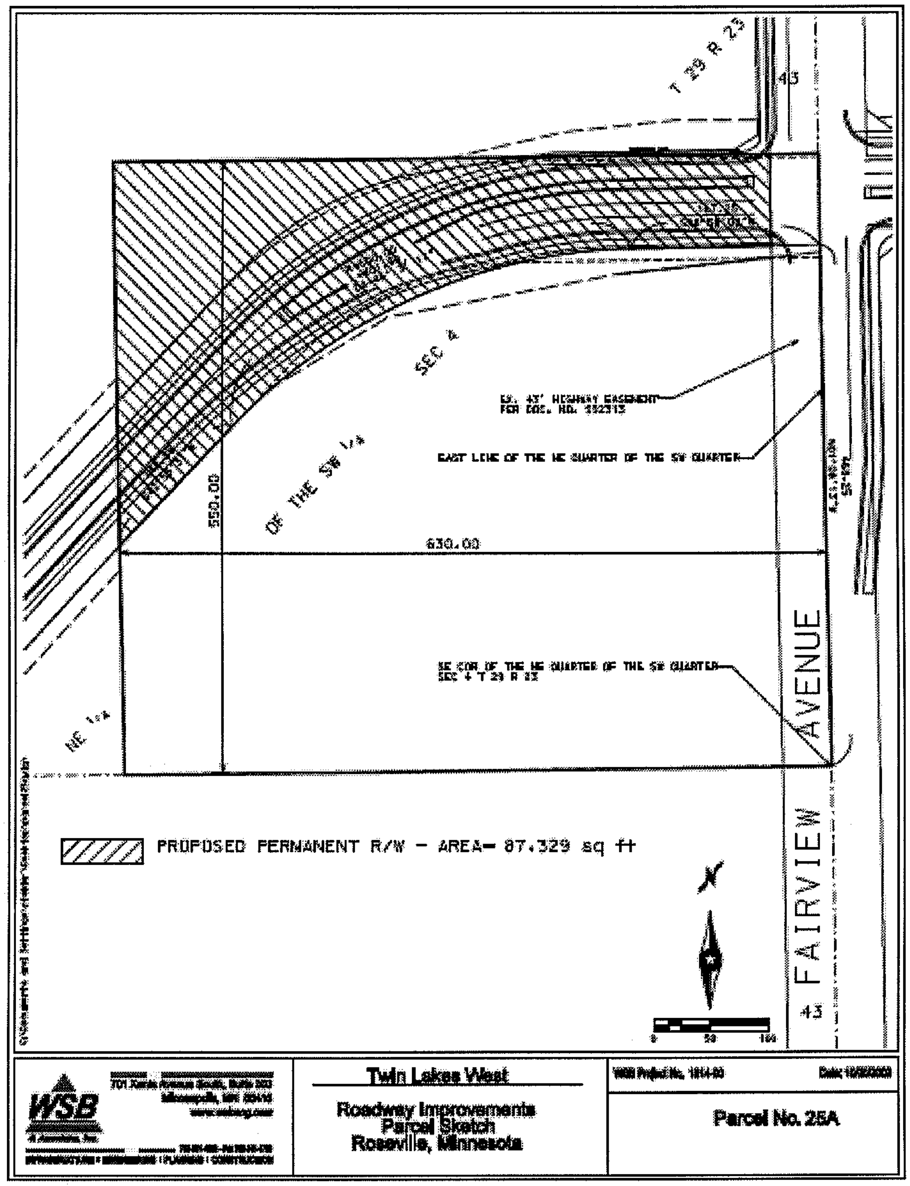
EXHIBIT A
SUBLEASES

The following sublessees currently occupy the part of the Premises pursuant to month-to-month arrangements with Tenant:

1. Vehitec
2. Futures Cos. AKA Trailer Repair
3. R&R Machinery

Attachment C

EXHIBIT B
SKETCH OF PREMISES



Attachment C

EXHIBIT "D"

RELEASE OF ALL CLAIMS

This Release of All Claims is executed by __________________________(collectively "Seller").

1. **Release of All Claims.** Seller hereby fully releases, acquits, and forever discharges the City of Roseville, its current and former City Council members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims – regardless of whether they are known or unknown, direct or indirect, asserted or unasserted – that arise out of or relate to any action, decision, event, fact, or circumstance occurring on or before the date Seller signs this Agreement.

   (a) Seller understands and agrees that by signing this Agreement they are waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that Seller may have based on any federal or state law including, but not limited to, Minnesota Statutes Ch. 117.

   (b) Seller understands and agrees that this Release of All Claims specifically includes, but is not limited to, any and all claims that arise out of or relate in any way to the City's initiation and abandonment of condemnation proceedings as to Seller's Property, to any "cloud of condemnation" theory or "bad faith in condemnation," or to any theory based on the location of Seller's Property within the Twin Lakes Development Area.

By signing below, Seller specifically acknowledges that they have read this Release; that Seller has had an opportunity to review the terms of this Release with legal counsel; and that Seller understands and agrees to be legally bound by all terms of the Release.

Date:__________________________ ____________________________________

Date:__________________________ ____________________________________

RRM: #131929/sld

EXHIBIT E
ESCROW AGREEMENT

This Escrow Agreement ("**Agreement**") is entered into this ______ of ______, 2009, by and among Hagen Ventures, LLC, a Minnesota limited liability company ("**Seller**"), and the City of Roseville, a municipal corporation ("**Buyer**"), and ____________________________ ("**Escrow Agent**").

RECITALS

WHEREAS, pursuant to that certain Purchase Agreement, dated _________ (the "**Purchase Agreement**"), by and between Seller and Buyer, Seller has agreed to sell and Buyer has agreed to purchase certain real property consisting of approximately 1.95 acres in size, located in Ramsey County, Minnesota, as more fully described therein (the "**Property**").

WHEREAS, Buyer has leased the Property back to Seller pursuant to a Lease Agreement of even date herewith (the "**Lease**"). Seller is required to surrender the Property to Landlord at the termination of the Lease in the condition required pursuant to Section 13 of the Lease (the "**Surrender Condition**"; the work required to put the Property in Surrender Condition shall be referred to as the "**Surrender Condition Work**").

WHEREAS, Buyer may elect to undertake certain environmental investigation or remediation relating to the Property (the "**Environmental Work**").

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby understood and agreed as follows:

1. Seller has deposited with Escrow Agent the sum of Sixty Thousand and 00/100 Dollars ($60,000.00) (the "**Escrow Funds**"), receipt of which is hereby acknowledged, to fund the cost incurred by Buyer for any Surrender Condition Work (if Tenant fails to deliver the Property in the condition required pursuant to Section 13 of the Lease) and/or the cost incurred by Buyer for any Environmental Work.

2. The Escrow Funds will be held by the Escrow Agent in an interest bearing account and disbursed in accordance with the terms and conditions set forth herein.

3. After five (5) business days following delivery to Escrow Agent and Seller of paid invoices for such Surrender Condition Work or Environmental Work, Escrow Agent shall be authorized to disburse from the Escrow Funds an amount equal to the amount paid by Buyer pursuant to said invoices, unless within said five (5) business days Seller objects to such disbursement in writing specifying its reasons therefor. Should Seller so object, Seller and Buyer agree to work together in good faith to resolve their differences with respect to the invoices.

4. Any Escrow Funds remaining in escrow twelve (12) months following the termination of the Lease, and any accrued interest thereon, shall be released to Seller upon Seller's written request, unless prior to the expiration of such twelve (12) month period, Escrow Agent receives written notice from Buyer that a good faith dispute exists about application of the escrow. In such event, Escrow Agent may, at its option, either (i) continue to hold the Escrow Funds until such time as Buyer and Seller resolve their dispute and issue joint written instructions relative to the disbursement of the Escrow Funds or (ii) deposit said Escrow Funds with a court of competent jurisdiction and thereupon be relieved from all further obligations hereunder.

5. Seller's obligation under the Purchase Agreement for the Surrender Condition Work and Environmental Work shall be limited to the Escrow Funds.

6. Any interest or other income earned on the Escrow Funds after payment of any fee required by Section 9 hereof shall become part of the Escrow Funds and be subject to any claims hereunder. The term of this Escrow Agreement shall commence on the date hereof and shall terminate upon disbursement of all Escrow Funds in accordance with this Agreement.

7. Any notice or other communication required by this Agreement shall be in writing and shall be deemed to have given one personally delivered, when mailed by U.S. Certified Mail, Return Receipt Requested Postage Prepaid to the address of the parties hereto (such mailed notice being deemed to have been given three (3) days after having been so deposited in the mail), or when transmitted by facsimile with proof of complete transmission, as follows:

If to Seller:	Hagen Ventures, LLC 6278 Otter Lake Road White Bear Lake, MN 55110 Attention: Bob Hagen
With copy to:	Fredrikson & Byron, P.A. 200 S. Sixth Street, Suite 4000 Minneapolis, MN 55402 Attention: Steve Quam
If to Buyer:	City of Roseville 2660 Civic Center Drive Roseville, MN 55113-1899 Attention: City Manager
With copy to:	Ratwik, Roszak & Maloney, P.A. 300 U.S. Trust Building 730 Second Avenue South Minneapolis, MN 55402 Attention: Jay T. Squires

or at such other address or addresses as the parties hereto may specify in writing.

8. Escrow Agent's sole function hereunder shall be to receive and disburse funds in accordance with the terms hereof and with notices received which Escrow Agent shall believe to be genuine or presented by a proper party. Seller and Buyer agree to indemnify and hold Escrow Agent harmless from and against any liability resulting from the good faith exercise of its rights and obligations hereunder.

9. For services hereunder, Escrow Agent shall receive a fee in the amount of $__________ which shall first be paid one-half (1/2) by Buyer and one-half (1/2) by Seller.

10. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective heirs, representatives, personal representatives, successors and assigns.

12. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and but all of which counterparts shall constitute one and the same instrument.

13. No modification of this Agreement shall be valid unless in writing, signed by all parties hereto.

The remainder of this page is intentionally blank.

Attachment C

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER: HAGEN VENTURES, LLC:

By: ______________________________ Date: ________________________

By: ______________________________ Date: ________________________

BUYER: CITY OF ROSEVILLE

By: ________________________________ Date: ________________________
Mayor

By: ________________________________ Date: ________________________
City Manager

ESCROW AGENT: [______________________________]

By:________________________________
Its: ____________________

Exhibit F

The space above this line is reserved for recording purposes.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made and entered into this ____ day of ____________, 2009, by and between Hagen Ventures, LLC, a Minnesota limited liability company ("**Grantor**"), and the City of Roseville, Minnesota, a Minnesota municipal corporation ("**Grantee**").

RECITALS

A. Grantor is the fee owner of the following described property in Ramsey County, Minnesota ("**Property**"):

> The South 550 feet of the East 630 feet of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota.

B. Grantor desires to grant to the Grantee a temporary construction easement over a portion of the Property, according to the terms and conditions contained herein.

AGREEMENT

1. Grant of Temporary Construction Easement. For good and valuable consideration, Grantor hereby grants and conveys to Grantee a non-exclusive temporary construction easement for construction purposes over, under, across and through that part of the Property identified on Schedule A, attached hereto, and legally described as follows (the "**Easement Area**"):

> That part of the Property which lies west of the east 43.00 feet thereof, and which lies south of the above described permanent easement for right of way purposes and also which lies northerly and northwesterly of the following described line:
>
> Commencing at said Southeast corner of the Northeast Quarter of the Southwest Quarter; thence North 01 degrees 08 minutes 13 seconds West, assumed bearing along said east line of the Northeast Quarter of the Southwest Quarter, 461.73 feet, to the point of beginning of said line to be hereinafter described; thence South 83 degrees 49 minutes 27 seconds West, 180.84 feet; thence South 79

degrees 35 minutes 02 seconds West, 210.93 feet; thence South 58 degrees 07 minutes 45 seconds West, 117.55 feet, to the southeasterly line of the above described permanent easement for right of way purposes and said line there terminating.

The Easement Area contains 7,448 square feet.

Grantor and Grantor's tenants and permitees shall retain the right to use the Easement Area for ingress and egress to and the operation of their business on the Property, so long as such use does not unreasonably interfere with Grantee's construction.

2. Warranty of Title. Grantor covenants that it is the owner of the Property and has the authority to grant this temporary construction easement.

3. Duration. This temporary construction easement and the rights granted hereunder shall commence on the date hereof and expire one (1) year after the commencement of construction of a road in the "Proposed Permanent R/W" identified on Schedule A. Upon expiration of the temporary construction easement, the Grantee shall remove any temporary structures which were constructed during the term of the temporary easement, and shall restore the Easement Area to the same topography as existed prior to the construction on the property.

4. Scope of Easement. The temporary construction easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of construction, grading, sloping, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs, or other vegetation in the easement area, as well as the right to deposit earthen materials within the easement areas and to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to the project. Grantee shall have the right to keep the Easement Area clear of all buildings, structures, fences, trees, shrubbery, undergrowth and other obstructions that may interfere with or endanger the right of construction access.

5. Rights of Public. Grantor does not intend that the public should have any interest in the above described land by virtue of the temporary construction easement or otherwise, except as herein set forth. It is expressly agreed by and between the parties hereto that the Grantor retains ownership of the Property and all incidents of ownership not specifically herein granted to the Grantee. Grantor does not intend that the public should have any interest in the land or right to trespass thereon by virtue of this temporary construction easement or otherwise, except as herein set forth.

6. Indemnity. Notwithstanding the foregoing, Grantee agrees to indemnify and hold Grantor, and their successors and assigns, harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney fees and expenses), causes of action, suits, claims, demands and judgments of any nature because of bodily injuries to, or death of, any person or because of damages to property of Grantor or others, arising out of the use of the Easement Area by the Grantee or its contractors, agents or servants, or due to the willful misconduct or negligent acts or omissions of Grantee or its contractors, agents or servants.

7. Binding Effect. All provisions herein shall run with the land and shall extend to and bind the heirs, successors, representatives, and assigns of Grantor. This temporary construction easement may not be assigned by Grantee without the prior written consent of Grantor. The parties agree that this temporary construction easement will not be recorded.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

GRANTOR: HAGEN VENTURES, LLC

By:______________________________

Its:______________________________

GRANTEE: CITY OF ROSEVILLE

By:______________________________

Its:______________________________

ATTEST:

____
City Clerk/Treasurer

STATE OF MINNESOTA)
) ss.
COUNTY OF __________)

On this _____ day of _____________, 2009, before me a Notary Public within and for said County, personally appeared ______________________________, the ______________________________ of Hagen Ventures, LLC, a Minnesota limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as authorized by said limited liability company.

____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this _____ day of ___________________, 2009, before me a Notary Public within and for said County, personally appeared ____________________, to me known, who being by me duly sworn, did say that he is the ______________________ of the City of Roseville, Minnesota, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its City Council as the free act and deed of said entity.

____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Ratwik, Roszak, & Maloney, P.A.
300 U.S. Trust Building
730 Second Avenue South
Minneapolis, MN 55402
(612) 339-0060

Attachment C

Schedule A
Sketch of Temporary Construction Easement