



City Council Agenda

Monday, January 11, 2010

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
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| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for January: Pust, Roe, Johnson, Ihlan, Klausing |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report |
| 6:15 p.m. | 5. Recognitions, Donations, Communications
a. Proclaim January 18, 2010 Martin Luther King Jr. Day |
| 6:25 p.m. | 6. Approve Minutes
a. Approve Minutes of January 4, 2010 Meeting |
| 6:30 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Approve General Purchases and Sale of Surplus items in excess of \$5000
c. Authorize Extension of Contract for Waste Removal from City of Roseville Public Facilities |
| 6:40 p.m. | 8. Consider Items Removed from Consent |
| | 9. General Ordinances for Adoption |
| | 10. Presentations
a. Twin Lakes Redevelopment Project Update |
| 6:50 p.m. | 11. Public Hearings |
| | 12. Business Items (Action Items)
a. Approve Lease Agreement with Clear Wireless, LLC for Leased Space on the Fairview Communication Tower
b. Adopt a Resolution Approving Conditional Use for |
| 7:05 p.m. | |
| 7:20 p.m. | |

Clearwire, LLC to allow construction of a 150-foot telecommunication tower at City Hall Campus, 2660 Civic Center Drive

- 7:35 p.m. c. Adopt a Resolution Approving Conditional Use for Clearwire, LLC to allow construction of a 125-foot telecommunication tower at Acorn Park, 266 County Rd C

13. Business Items – Presentations/Discussions

- 7:50 p.m. a. Discussion of Undergrounding Overhead Electric Lines on the Rice Street Interchange Project

8:10 p.m. **14. City Manager Future Agenda Review**

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

16. Adjourn

Some Upcoming Public Meetings.....

Jan 12	Tue	6:30 p.m.	Human Rights Commission
Jan 19	Tue	6:00 p.m.	Housing & Redevelopment Authority
Jan 25	Mon	6:00 p.m.	City Council Meeting
Jan 26	Tue	6:30 p.m.	Public Works, Environment & Transportation Commission
Jan 28	Thu	5:00 p.m.	Grass Lake Water Management Organization
Feb 3	Wed	6:30 p.m.	Planning Commission
Feb 8	Mon	6:00 p.m.	City Council Meeting
Feb 9	Tue	6:30 p.m.	Parks & Recreation Commission
Feb 10	Wed	6:30 p.m.	Ethics Commission
Feb 13	Sat	9:00 a.m.	City Council Strategic Planning Meeting <i>Roseville Skating Center 2661 Civic Center Drive</i>

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



Martin Luther King Jr. Day January 18, 2010

Whereas: The City of Roseville recognizes and honors the work of Rev. Dr. Martin Luther King Jr.; and

Whereas: The Roseville Human Rights Commission, through education and outreach, recognizes great leaders who have made significant contributions to our society; and

Whereas: Rev. Dr. Martin Luther King Jr. was the chief spokesman for nonviolent activism in the civil rights movement, which successfully protested racial discrimination in federal and state law; and

Whereas: Rev. Dr. Martin Luther King Jr. was jailed and arrested numerous times for speaking out against racism and discrimination and for trying to help African Americans to register and vote; and

Whereas: Rev. Dr. Martin Luther King Jr. was awarded the Nobel Peace Prize in December 1964; and

Whereas: Rev. Dr. Martin Luther King Jr. was assassinated on April 4, 1968 because of his fight for equality and civil rights for all; and

Whereas: By Act of Congress of the United States in 1983, declared the third Monday in January to officially honor Rev. Dr. Martin Luther King Jr.; and

Whereas: Roseville declares racism unjust and advocates equal rights for all; and

Whereas: The City invites all to renew their commitment to racial equality and justice.

Now, Therefore Be It Resolved, that the City Council hereby declare January 18, 2010, to be Martin Luther King Jr. Day in the City of Roseville and urges all citizens to join together to recognize, praise and honor the efforts of Rev. Dr. Martin Luther King Jr.

In the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this eleventh day of January 2010.

Mayor Craig D. Klausing

Date: 1/11/10

Item: 6.a

Minutes of 1/04/10

No Attachment

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/11/2010

Item No.: 7.a

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$1,652,488.32
57217—57372	\$822,432.46
Total	\$2,474,920.78

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: 01/05/2010 - 2:16 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/16/2009	General Fund	Training	Pizza Hut- ACH	Lunch During Training	6.31
0	12/16/2009	Police Forfeiture Fund	Professional Services	H-S Precsion-ACH	Tactical Stock	505.95
0	12/16/2009	Police Forfeiture Fund	Use Tax Payable	H-S Precsion-ACH	Sales/Use Tax	-32.55
0	12/16/2009	General Fund	Training	Davanni's -ACH	Food During Training	106.38
0	12/16/2009	Recreation Fund	Conferences	Delta Air-ACH	Conference	50.00
0	12/16/2009	Recreation Fund	Operating Supplies	Shoreview Park & Rec-ACH	Fall Recess Camp	52.50
0	12/16/2009	Recreation Fund	Operating Supplies	Oriental Trading-ACH	HANC Supplies	331.13
0	12/16/2009	Recreation Fund	Conferences	Hilton Hotels-ACH	Conference Lodging	885.39
0	12/16/2009	General Fund	Training	A Charles Weiss Inn-ACH	Fire Chiefs Conference Lodging	160.77
0	12/16/2009	Police Forfeiture Fund	Professional Services	Murphy's Service Center-ACH	Fuel	60.00
0	12/16/2009	Information Technology	Operating Supplies	Crucial.Com-ACH	HP Upgrade	299.94
0	12/16/2009	Water Fund	Water Meters	Grainger-ACH	Pipe Wrench	30.95
0	12/16/2009	General Fund	Operating Supplies	Target- ACH	Dishwasher Soap	12.82
0	12/16/2009	License Center	Office Supplies	Walgreens-ACH	Soap, Rubber Gloves	7.33
0	12/16/2009	Recreation Fund	Operating Supplies	Steichen's Retail-ACH	Gym Supplies	1.34
0	12/16/2009	General Fund	Training	DPMS- ACH	Swabs, Glass Tube Cleaners	83.02
0	12/16/2009	P & R Contract Maintenance	Operating Supplies	Superamerica-ACH	Candy	15.96
0	12/16/2009	Recreation Fund	Operating Supplies	Office Depot- ACH	Office Supplies	32.96
0	12/16/2009	Recreation Fund	Operating Supplies	Target- ACH	Spook Supplies	22.58
0	12/16/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Spook Supplies	36.43
0	12/16/2009	Recreation Fund	Operating Supplies	Litin Party & Papcr-ACH	Spook Supplies	111.82
0	12/16/2009	P & R Contract Maintenance	Operating Supplies	Hugo Feed Mill-ACH	Straws	144.28
0	12/16/2009	License Center	Office Supplies	Liberty Photo-ACH	Passport Folders	131.91
0	12/16/2009	License Center	Use Tax Payable	Liberty Photo-ACH	Sales/Use Tax	-8.49
0	12/16/2009	Recreation Fund	Operating Supplies	Ragstock-ACH	Spook Supplies	26.33
0	12/16/2009	Boulevard Landscaping	Operating Supplies	Mn Turf & Grounds-ACH	Field Day Attendance	40.00
0	12/16/2009	General Fund	Clothing	JC Penny-ACH	Uniform Shoes	38.99
0	12/16/2009	General Fund	Training	Joe's Sporting Goods-ACH	Gunsmith Labor	100.00
0	12/16/2009	Sanitary Sewer	Operating Supplies	North Hgts Hardware Hank-ACH	Elbows	5.76
0	12/16/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Roof Cement	5.32
0	12/16/2009	P & R Contract Maintenance	Operating Supplies	Countryside Restaurant-ACH	Meals	192.66
0	12/16/2009	General Fund	Operating Supplies	Moore Medical-ACH	Blood Pressure Unit, Thermometers	108.97

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/16/2009	General Fund	209001 - Use Tax Payable	Moore Medical-ACH	Sales/Use Tax	-7.01
0	12/16/2009	Police Forfeiture Fund	Professional Services	National Business Furniture-AC	Chair	381.99
0	12/16/2009	Storm Drainage	Operating Supplies	Menards-ACH	Gloves, Mortar Mix	114.17
0	12/16/2009	Storm Drainage	Operating Supplies	North Hgts Hardware Hank-ACH	Duct Tape	18.29
0	12/16/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Spook Supplies	93.44
0	12/16/2009	License Center	Office Supplies	Walmart-ACH	Hand Sanitizer, Tissues	25.71
0	12/16/2009	General Fund	Training	Caribou Coffee- ACH	Coffee	10.71
0	12/16/2009	Recreation Fund	Operating Supplies	Roseville Bakery-ACH	Spook Supplies	49.35
0	12/16/2009	General Fund	Training	McDonald's-ACH	Training Event Food Supplies	17.63
0	12/16/2009	Golf Course	Operating Supplies	Linder's Garden Ctr-ACH	Tree Wrap	27.96
0	12/16/2009	Recreation Fund	Operating Supplies	Carrot-Top Industries-ACH	Flags	213.53
0	12/16/2009	Recreation Fund	Use Tax Payable	Carrot-Top Industries-ACH	Sales/Use Tax	-13.74
0	12/16/2009	Golf Course	Operating Supplies	Suburban Ace Hardware-ACH	Pest Control Supplies	10.79
0	12/16/2009	Golf Course	Operating Supplies	Home Depot- ACH	Drain Tile Supplies	26.73
0	12/16/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Liquid Nails, Paint	238.89
0	12/16/2009	Recreation Fund	Operating Supplies	Kaplan Brothers-ACH	Boots	24.99
0	12/16/2009	Golf Course	Operating Supplies	Solo-ACH	Golf Course Supplies	19.13
0	12/16/2009	Golf Course	Use Tax Payable	Solo-ACH	Sales/Use Tax	-1.23
0	12/16/2009	Storm Drainage	Operating Supplies	Fastenal-ACH	Safety Goggles	4.69
0	12/16/2009	General Fund	Operating Supplies	Buy.com- ACH	Viewsonic Monitor	181.67
0	12/16/2009	General Fund	209001 - Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-11.69
0	12/16/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Sprouts Supplies	4.99
0	12/16/2009	Recreation Fund	Use Tax Payable	Oriental Trading-ACH	Sales/Use Tax	-21.30
Check Total:						4,976.45
0	12/17/2009	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	190,650.93
0	12/17/2009	Recreation Fund	Operating Supplies	R & R Specialties Inc	Oval Ice Paint	2,595.99
0	12/17/2009	Grass Lake Water Mgmt. Org	Professional Services	Barr Engineering Co., Inc.	Lake Owasso UAA 23/62-946	1,385.46
0	12/17/2009	Water Fund	St. Paul Water	City of St. Paul	Water Usage 9/30 - 10/30	247,711.47
0	12/17/2009	General Fund	Contract Maintenance	City of St. Paul	Street Light Maintenance-Oct 09	252.90
0	12/17/2009	Recreation Fund	Advertising	Star Tribune	Advertising	1,571.00
0	12/17/2009	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping Charges	42.50
0	12/17/2009	Recreation Fund	Operating Supplies	Brock White Co	Poly Foam	239.40
0	12/17/2009	Recreation Fund	Professional Services	Amanda Yurek	Volleyball Instruction	180.00
0	12/17/2009	Recreation Fund	Professional Services	Sarah Spring	Basketball Instruction	175.00
0	12/17/2009	General Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Nov 2009	8,430.68
0	12/17/2009	Community Development	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Nov 2009	489.50
0	12/17/2009	Recreation Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Nov 2009	11,459.55
0	12/17/2009	TIF District #17-Twin Lakes	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Nov 2009	308.75
0	12/17/2009	Storm Drainage	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Nov 2009	631.44
0	12/17/2009	TIF District #17-Twin Lakes	Contractor payments	Eureka Construction	Twin Lakes AUAR Infrastructure	464,611.59
0	12/17/2009	License Center	Operating Supplies	Pam Ryan Senden	Reimbursement for Dealer Gifts	114.90
0	12/17/2009	General Fund	Transportation	William Malinen	Mileage Reimbursement	82.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/17/2009	Recreation Fund	Conferences	Lonnie Brokke	Conference Expenses Reimbursement	855.64
0	12/17/2009	General Fund	211402 - Flex Spending Health	[REDACTED]	Flexible Benefit Reimbursement	165.69
0	12/17/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 12/15 Payroll	5,504.18
0	12/17/2009	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for 12/15 Payroll	80.00
0	12/17/2009	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association	Payroll Deduction for 12/15 Payroll	1,179.81
0	12/17/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-Jan 2010	4,200.00
0	12/17/2009	General Fund	211402 - Flex Spending Health	[REDACTED]	Flexible Benefit Reimbursement	203.21
0	12/17/2009	General Fund	211402 - Flex Spending Health	[REDACTED]	Flexible Benefit Reimbursement	628.68
0	12/17/2009	General Fund	211403 - Flex Spend Day Care	[REDACTED]	Dependent Care Reimbursement	166.15
0	12/17/2009	General Fund	211402 - Flex Spending Health	[REDACTED]	Flexible Benefit Reimbursement	350.55
0	12/17/2009	Recreation Fund	Operating Supplies	Voss Lighting	Oval Lights	332.73
0	12/17/2009	P & R Contract Maintenance	Operating Supplies	Linder's Greenhouse	Flowers	820.97
0	12/17/2009	Water Fund	Operating Supplies	Aggregate Industries, Inc.	Limestone	333.55
0	12/17/2009	Water Fund	Operating Supplies	Aggregate Industries, Inc.	Limestone	337.05
0	12/17/2009	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Couplers	91.87
0	12/17/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,045.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00
0	12/17/2009	Information Technology	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	62.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	61.67
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	682.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	62.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	62.00
0	12/17/2009	Recreation Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00
0	12/17/2009	P & R Contract Maintenance	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	93.00
0	12/17/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00
0	12/17/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00
0	12/17/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	31.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/17/2009	License Center	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	154.67
0	12/17/2009	Sanitary Sewer	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	62.00
0	12/17/2009	Water Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	93.00
0	12/17/2009	Storm Drainage	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	61.67
0	12/17/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	-1,642.01
0	12/17/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2009	4,559.59
0	12/17/2009	License Center	Professional Services	Quicksilver Express Courier	Courier Service	151.62
0	12/17/2009	General Fund	Utilities	Xcel Energy	Fire #3	1,106.23
0	12/17/2009	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	3,733.80
0	12/17/2009	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	3,379.30
0	12/17/2009	Recreation Fund	Utilities	Xcel Energy	Nature Center	608.29
0	12/17/2009	Water Fund	Utilities	Xcel Energy	Water	4,548.88
0	12/17/2009	License Center	Utilities	Xcel Energy	Motor Vehicle	493.08
0	12/17/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	46.45
0	12/17/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	27.14
0	12/17/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	17.82
0	12/17/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	17.90
0	12/17/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	169.66
0	12/17/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	35.04
0	12/17/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	34.14
0	12/17/2009	Solid Waste Recycle	Merchandise for Sale	Eureka Recycling	Recycling Bins	3,295.00
0	12/17/2009	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	33,983.64
0	12/17/2009	Recreation Fund	Operating Supplies	North Heights Hardware Hank	Distilled Water	10.36
0	12/17/2009	Recreation Fund	Other Improvements	Kaiser Manufacturing, Inc.	Fence Pads	1,459.03
0	12/17/2009	Recreation Fund	Contract Maintenance	Kaiser Manufacturing, Inc.	Divider Pads Repair	691.48
0	12/17/2009	Recreation Fund	Contract Maintenance	Kaiser Manufacturing, Inc.	Divider Pads Repair	588.67
0	12/17/2009	Information Technology	Operating Supplies	SHI International Corp	Mappoint	160.31
0	12/17/2009	Water Fund	Professional Services	Gopher State One Call	Billable Tickets	178.93
0	12/17/2009	Sanitary Sewer	Professional Services	Gopher State One Call	Billable Tickets	178.93
0	12/17/2009	Storm Drainage	Professional Services	Gopher State One Call	Billable Tickets	178.94
0	12/17/2009	Water Fund	Professional Services	Gopher State One Call	Billable Tickets	109.82
0	12/17/2009	Sanitary Sewer	Professional Services	Gopher State One Call	Billable Tickets	109.82
0	12/17/2009	Storm Drainage	Professional Services	Gopher State One Call	Billable Tickets	109.81
0	12/17/2009	Sanitary Sewer	Operating Supplies	Grainger Inc	Inverter	84.38
0	12/17/2009	Sanitary Sewer	Operating Supplies	Grainger Inc	Credit	-84.38
0	12/17/2009	Recreation Fund	Operating Supplies	Grainger Inc	Steel	7.00
0	12/17/2009	Recreation Fund	Operating Supplies	Grainger Inc	Steel, Cables	182.95
0	12/17/2009	Recreation Fund	Operating Supplies	Grainger Inc	Cable, Aluminum	47.18

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/17/2009	Recreation Fund	Operating Supplies	Grainger Inc	Anchor, Battery	11.20
0	12/17/2009	Recreation Fund	Operating Supplies	Grainger Inc	Credit	-97.30
0	12/17/2009	Recreation Fund	Operating Supplies	Grainger Inc	Credit	-6.57
0	12/17/2009	Recreation Fund	Operating Supplies	Grainger Inc	Shower Curtains	102.84
0	12/17/2009	Recreation Fund	Operating Supplies	Grainger Inc	Ball Valve	34.92
0	12/17/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Toilet Tissue, Liners	379.51
0	12/17/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Soap, Toilet Tissue	373.53
0	12/17/2009	Water Fund	Operating Supplies	Northern Water Works Supply	Handle Curb Stop Wrench	77.28
0	12/17/2009	Water Fund	Operating Supplies	Northern Water Works Supply	VB Riser	208.32
0	12/17/2009	Water Fund	Operating Supplies	Northern Water Works Supply	Lug Repair Clamps	1,193.64
Check Total:						1,009,727.15
0	12/23/2009	Information Technology	Operating Supplies	Buy.com- ACH	Bluetooth Adapter	23.50
0	12/23/2009	Information Technology	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-1.51
0	12/23/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Cord, Link	87.73
0	12/23/2009	General Fund	Miscellaneous	Barnes & Noble-ACH	Gift Cards	100.00
0	12/23/2009	General Fund	Miscellaneous	St. Paul Bagelry-ACH	HRC Training	20.21
0	12/23/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Lumber	24.99
0	12/23/2009	Sanitary Sewer	Operating Supplies	Midwest Fence-ACH	Fence Supplies	428.50
0	12/23/2009	Storm Drainage	Operating Supplies	Menards-ACH	Manure Fork	121.20
0	12/23/2009	Information Technology	Operating Supplies	SHI-ACH	Window 7 Upgrades	2,372.63
0	12/23/2009	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	Hosting, Domain Name	107.50
0	12/23/2009	General Fund	Vehicle Supplies	Discount Steel Inc-ACH	Tubing	101.31
0	12/23/2009	Telecommunications	Furniture and Fixtures	Wireless Systems, Inc-ACH	Respond Lite 50 Unit System	2,252.93
0	12/23/2009	Telecommunications	Use Tax Payable	Wireless Systems, Inc-ACH	Sales/Use Tax	-144.93
0	12/23/2009	Water Fund	Operating Supplies	Home Depot- ACH	Booster	96.50
0	12/23/2009	General Fund	Training	DPMS- ACH	Use of Force	15.74
0	12/23/2009	Water Fund	Water Meters	Suburban Ace Hardware-ACH	Meter Van Supplies	25.02
0	12/23/2009	Recreation Fund	Operating Supplies	Michaels-ACH	Punches, Yarn	27.83
0	12/23/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	88.55
0	12/23/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	107.77
0	12/23/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Credit	-93.13
0	12/23/2009	Info Tech/Contract Cities	North St. Paul Computer Equip	Network Solutions-ACH	Domain Name Renewal	87.98
0	12/23/2009	Police - DWI Enforcement	Professional Services	Radisson Hotel-ACH	Room During Traininig	167.80
0	12/23/2009	Recreation Fund	Operating Supplies	Cash Registers & Supplies-ACH	Cash Register Keys	42.58
0	12/23/2009	Sanitary Sewer	Operating Supplies	Mills Fleet Farm-ACH	Pick	16.06
0	12/23/2009	Water Fund	Operating Supplies	North Hgts Hardware Hank-ACH	Booster	6.95
0	12/23/2009	General Fund	Operating Supplies	Batteries Plus-ACH	Batteries	28.85
0	12/23/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	81.34
0	12/23/2009	General Fund	Training	Subway-ACH	Monthly Meeting Supplies	153.90
0	12/23/2009	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Tools	112.35
0	12/23/2009	Recreation Fund	Operating Supplies	Michaels-ACH	HANC Program Supplies	10.66
0	12/23/2009	Recreation Fund	Operating Supplies	Byerly's- ACH	Beverages	7.18

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/23/2009	General Fund	Training	Olive Garden-ACH	Meal During Training	52.49
0	12/23/2009	General Fund	Training	Target- ACH	Supplies for Monthly Staff Meeting	23.60
0	12/23/2009	License Center	Office Supplies	Target- ACH	Doormat	4.27
0	12/23/2009	Recreation Fund	Memberships & Subscriptions	Learning Resources-ACH	Membership Renewal	395.00
0	12/23/2009	Police Forfeiture Fund	Professional Services	National Business Furniture-AC	Chair	441.91
0	12/23/2009	Recreation Fund	Professional Services	Chanhasen Dinner-ACH	Adult Trips	1,958.00
0	12/23/2009	Recreation Fund	Operating Supplies	Kwik Trip-ACH	Supplies	14.64
0	12/23/2009	Recreation Fund	Office Supplies	Staples-ACH	Office Supplies	36.59
0	12/23/2009	Recreation Fund	Operating Supplies	Vertical Endeavors-ACH	Rock Climbing	50.00
0	12/23/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Mop, Squeegee, Blades	50.01
0	12/23/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Vinegar	8.76
0	12/23/2009	General Fund	Contract Maintenance	Hirshfields-ACH	Station Supplies	17.13
0	12/23/2009	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Pick	6.26
0	12/23/2009	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Tools	100.00
Check Total:						9,636.65
0	12/23/2009	Fire Equipment	Fire Department Vehicles	MES, Inc.	Fire Fighting Supplies	432.35
0	12/23/2009	Fire Equipment	Fire Department Vehicles	MES, Inc.	Fire Fighting Supplies	214.24
0	12/23/2009	Fire Equipment	Fire Department Vehicles	MES, Inc.	Fire Fighting Supplies	187.80
0	12/23/2009	Recreation Fund	Operating Supplies	R & R Specialties Inc	Valve, Ball	144.56
0	12/23/2009	General Fund	Miscellaneous	R & R Specialties Inc	Dual Shift Control	761.47
0	12/23/2009	General Fund	Vehicle Supplies	Force America, Inc.	Supervisor Key	20.54
0	12/23/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	49.06
0	12/23/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	8.18
0	12/23/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	178.65
0	12/23/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	57.25
0	12/23/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	31.38
0	12/23/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	56.79
0	12/23/2009	General Fund	Vehicle Supplies	Old Dominion Brush	2009 Blanket PO for Vehicle Repairs	720.87
0	12/23/2009	General Fund	Contract Maint. - City Hall	Collins Electrical Constructio	Repair Underground to Post Lights	745.19
0	12/23/2009	General Fund	Contract Maint. - City Garage	Collins Electrical Constructio	Repair Underground to Post Lights	745.20
0	12/23/2009	Recreation Improvements	Other Improvments - Elec Panel	Collins Electrical Constructio	Electrical Service Maintenance	3,500.00
0	12/23/2009	TIF District #17-Twin Lakes	Professional Services	WSB & Associates, Inc.	Twin Lakes Phase 1-Hagen Parcel	1,020.00
0	12/23/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	209.09
0	12/23/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	53.64
0	12/23/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	46.64
0	12/23/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	195.37
0	12/23/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	81.05
0	12/23/2009	Storm Drainage	Operating Supplies	Allegra Print & Imaging	Carbonless Forms	59.37
0	12/23/2009	General Fund	Operating Supplies	Allegra Print & Imaging	Carbonless Forms	59.37
0	12/23/2009	Information Technology	Operating Supplies	Crescent Electric Supply Co	SMode Duplx	140.82
0	12/23/2009	Recreation Fund	Professional Services	Daniel Kuch	Roseville Community Band Director	500.00
0	12/23/2009	Recreation Fund	Professional Services	Julie Risinger	Assostant Dance Instructor	68.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/23/2009	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	52.00
0	12/23/2009	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	14.00
0	12/23/2009	Community Development	Professional Services	Katherine Schlundt	Mileage Reimbursement	23.10
0	12/23/2009	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director Dec 2009	225.00
0	12/23/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	293.24
0	12/23/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	68.33
0	12/23/2009	General Fund	Transportation	Tim Pratt	Mileage Reimbursement	264.55
0	12/23/2009	General Fund	Employee Recognition	Eldona Bacon	Employee Recognition Expenses Reimb.	2,526.00
0	12/23/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	5,000.06
0	12/23/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	1,315.35
0	12/23/2009	License Center	Office Supplies	St. Paul Stamp Works, Inc.	Notary Stamp	79.66
0	12/23/2009	General Fund	Vehicle Supplies	MacQueen Equipment	2009 Blanket PO for Vehicle Repairs	303.51
0	12/23/2009	General Fund	Vehicle Supplies	MacQueen Equipment	2009 Blanket PO for Vehicle Repairs	110.48
0	12/23/2009	Recreation Fund	Operating Supplies	Anderson Chemical Company	10# Drum	491.63
0	12/23/2009	Golf Course	Contract Maintenance	Prowire, Inc.	Annual Security Monitoring	514.20
0	12/23/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	192.50
0	12/23/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	158.05
0	12/23/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	20.26
0	12/23/2009	General Fund	Professional Services	Jensen, Bell, Converse & Erick	Professional Services Through Nov 30	11,334.00
0	12/23/2009	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2009 Blanket PO for Vehicle Repairs	15.57
0	12/23/2009	TIF District #17-Twin Lakes	AUAR SubArea I Prof Svcs	WSB & Associates, Inc.	Twin Lakes AUAR Sub Area I Infrastructure	44,725.09
0	12/23/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Bulb	4.26
0	12/23/2009	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Quarterly Service	106.88
0	12/23/2009	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Quarterly Service	73.64
0	12/23/2009	General Fund	Contract Maint. - City Garage	Adam's Pest Control Inc	Quarterly Service	106.88
0	12/23/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Wood Filler	6.19
0	12/23/2009	Storm Drainage	Professional Services	WSB & Associates, Inc.	Walsh Lake Watershed Ponding	2,459.00
0	12/23/2009	General Fund	Vehicle Supplies	Midway Ford Co	2009 Blanket PO for Vehicle Repairs	25.52
0	12/23/2009	General Fund	Operating Supplies	SHI International Corp	Acrobat Professional	91.59
0	12/23/2009	Recreation Fund	Operating Supplies	Grainger Inc	Tools	38.91
0	12/23/2009	Fire Equipment	Fire Department Vehicles	Grainger Inc	Cordless Combination Kit	994.50
0	12/23/2009	General Fund	Op Supplies - City Hall	Grainger Inc	Toilet Seat	25.68
0	12/23/2009	General Fund	Op Supplies - City Hall	Grainger Inc	Toilet Seat	51.36
0	12/23/2009	General Fund	Vehicle Supplies	Grainger Inc	2009 Blanket PO for Vehicle Repairs	69.16
0	12/23/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Toilet Tissue, Soap	81.23
0	12/23/2009	Recreation Fund	Memberships & Subscriptions	DMX Music	Skating Center Music	146.63
0	12/23/2009	Information Technology	Transportation	Mark Sitarz	Mileage Reimbursement	176.00
0	12/23/2009	Information Technology	Transportation	Mark Sitarz	Mileage Reimbursement	158.40
0	12/23/2009	Information Technology	Transportation	Mark Sitarz	Mileage Reimbursement	211.20
0	12/23/2009	Information Technology	Transportation	Mark Sitarz	Mileage Reimbursement	211.20
0	12/23/2009	Information Technology	Transportation	Mark Sitarz	Mileage Reimbursement	176.00
0	12/23/2009	Recreation Fund	Contract Maintenance	Green View Inc.	Ice Arena Cleaning	2,088.77

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/23/2009	Recreation Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-134.37
0	12/23/2009	General Fund	Vehicle Supplies	Allegis Corporation	Chrome Hood Fastener	38.00
0	12/23/2009	Information Technology	Transportation	Mark Sitarz	Mileage Reimbursement	176.00
0	12/23/2009	General Fund	Vehicle Supplies	St. Joseph Equipment Inc.	2009 Blanket PO for Vehicle Repairs	351.60
Check Total:						85,747.69
0	12/30/2009	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	194,939.17
0	12/30/2009	Fire Equipment	Fire Department Vehicles	MES, Inc.	Credit	-317.40
0	12/30/2009	Fire Equipment	Fire Department Vehicles	MES, Inc.	Water Hand Pump	134.51
0	12/30/2009	Fire Equipment	Fire Department Vehicles	MES, Inc.	Fire Vehicle Supplies	6,921.08
0	12/30/2009	Fire Equipment	Fire Department Vehicles	MES, Inc.	Flamefighters	43.25
0	12/30/2009	P & R Contract Maintenance	Operating Supplies	Safety Kleen Systems	Solvent Disposal	348.49
0	12/30/2009	Sanitary Sewer	PaperCalmenson/Gravity Replace	Stork Twin City Testing Corp.	Hwy 280 Project at Broadway	1,523.20
0	12/30/2009	Recreation Improvements	RSC Arena Perimeter	Stork Twin City Testing Corp.	Engineering Service	55.00
0	12/30/2009	Water Fund	Conferences	City of St. Paul	Water Usage 10/30-11/30	253,488.14
0	12/30/2009	Water Fund	Operating Supplies	City of St. Paul	Asphalt Mix	842.79
0	12/30/2009	License Center	Transportation	Bridget Koeckeritz	Mileage Reimbursement	94.05
0	12/30/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	238.38
0	12/30/2009	Community Development	Professional Services	Thomas Paschke	Zoning Lunch Reimbursement	11.48
0	12/30/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	172.30
0	12/30/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 12/29 Payroll	5,504.18
0	12/30/2009	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	40.00
0	12/30/2009	Recreation Fund	Professional Services	Mari Marks	Assistant Dance Instructor	26.25
0	12/30/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	2,884.65
0	12/30/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	40.00
0	12/30/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	689.90
0	12/30/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	620.06
0	12/30/2009	Community Development	Transportation	Thomas Paschke	Mileage Reimbursement	58.30
0	12/30/2009	P & R Contract Maintenance	Operating Supplies	Praxair Distribution, Inc.	High Press	19.90
0	12/30/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	880.00
0	12/30/2009	General Fund	Operating Supplies	Metro Fire	Fire Supplies	677.47
0	12/30/2009	General Fund	209001 - Use Tax Payable	Metro Fire	Sales/Use Tax	-43.58
0	12/30/2009	General Fund	Utilities	Xcel Energy	Civil Defense	66.19
0	12/30/2009	General Fund	Utilities	Xcel Energy	Fire #1	605.94
0	12/30/2009	Golf Course	Utilities	Xcel Energy	Golf	447.93
0	12/30/2009	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	2,379.42
0	12/30/2009	General Fund	Utilities	Xcel Energy	Fire Station #2	438.72
0	12/30/2009	Sanitary Sewer	Utilities	Xcel Energy	Sewer	767.89
0	12/30/2009	Recreation Fund	Utilities	Xcel Energy	Skating	42,496.39
0	12/30/2009	General Fund	Utilities	Xcel Energy	Street Light	823.81
0	12/30/2009	Storm Drainage	Utilities	Xcel Energy	Storm Water	14.81
0	12/30/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	1,665.55
0	12/30/2009	Water Fund	Utilities	Xcel Energy	Water	4,830.47

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/30/2009	General Fund	Utilities	Xcel Energy	Street Light	13,470.00
0	12/30/2009	General Fund	Contract Maintenance	Adam's Pest Control Inc	Quarterly Service	56.64
0	12/30/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Plugs	8.08
0	12/30/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Plumbing Supplies	37.35
0	12/30/2009	Community Development	Operating Supplies	SHI International Corp	Acrobat Professional	91.59
0	12/30/2009	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Cable Ties	61.42
0	12/30/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	115.31
0	12/30/2009	Storm Drainage	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	167.85
0	12/30/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	11.03
0	12/30/2009	Sanitary Sewer	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	219.03
0	12/30/2009	Recreation Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	88.66
0	12/30/2009	Recreation Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	22.17
0	12/30/2009	P & R Contract Maintenance	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	100.06
0	12/30/2009	Golf Course	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	24.43
0	12/30/2009	Community Development	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	80.62
0	12/30/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	22.06
0	12/30/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	11.03
0	12/30/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	44.13
0	12/30/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	358.82
0	12/30/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	291.50
0	12/30/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones-Acct #-934183316	841.22
0	12/30/2009	General Fund	Op Supplies - City Hall	Eagle Clan Enterprises, Inc	Latex Gloves, Roll Towels, Soap	538.92
0	12/30/2009	Water Fund	Clothing	North Image Apparel, Inc.	Sweatshirts	105.75
0	12/30/2009	General Fund	Clothing	North Image Apparel, Inc.	Pants	105.00
0	12/30/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	45.99
0	12/30/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	32.09
0	12/30/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	87.16
0	12/30/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	152.11
0	12/30/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	49.79
0	12/30/2009	Recreation Fund	Office Supplies	Innovative Office Solutions	Office Supplies	48.95
0	12/30/2009	Water Fund	Office Supplies	Innovative Office Solutions	Office Supplies	49.79
0	12/30/2009	Storm Drainage	Office Supplies	Innovative Office Solutions	Office Supplies	49.79
0	12/30/2009	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	508.56
0	12/30/2009	License Center	Office Supplies	Innovative Office Solutions	Office Supplies	74.79
Check Total:						542,400.38
57217	12/15/2009	General Fund	Employee Recognition	US Bank	Employee Recognition	515.00
Check Total:						515.00
57218	12/17/2009	HRA Property Abatement Pr	Payments to Contractors	A1A Containers & Cleanups, Inc	Clean Up Debris @ 177 S Owasso	566.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						566.00
57219	12/17/2009	Recreation Fund	Professional Services	AARP	AARP Driving Instructor	304.00
Check Total:						304.00
57220	12/17/2009	Contracted Engineering Svcs Deposits		Adolfson-Peterson Construction	Return of Escrow	7,500.00
Check Total:						7,500.00
57221	12/17/2009	General Fund	Clothing	Aspen Mills Inc.	Pants	69.00
57221	12/17/2009	General Fund	Clothing	Aspen Mills Inc.	Jacket	48.84
Check Total:						117.84
57222	12/17/2009	Contracted Engineering Svcs Deposits		Bald Eagle Builders	Return of Escrow	3,000.00
Check Total:						3,000.00
57223	12/17/2009	Boulevard Landscaping	Operating Supplies	Bituminous Roadways Inc	2 Loads LVWE45030B	647.10
Check Total:						647.10
57224	12/17/2009	TIF District #17-Twin Lakes	AUAR SubArea I Prof Svcs	Braun Intertec Corporation	Twin Lakes Public Infrastructure - Phase	1,033.16
Check Total:						1,033.16
57225	12/17/2009	Information Technology	Computer Equipment	CDW Government, Inc.	Computer Equipment	892.96
57225	12/17/2009	Information Technology	Computer Equipment	CDW Government, Inc.	Computer Equipment	487.63
57225	12/17/2009	Information Technology	Computer Equipment	CDW Government, Inc.	Switch for EOC	2,332.15
57225	12/17/2009	Information Technology	Computer Equipment	CDW Government, Inc.	Switch for EOC	487.63
Check Total:						4,200.37
57226	12/17/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	246.32
Check Total:						246.32
57227	12/17/2009	Sanitary Sewer	Other Improvements	City of Lauderdale	PaCal Lift Station Project	72,500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						72,500.00
57228	12/17/2009	General Fund	Contract Maintenance	Comcast Cable	Cable TV	4.70
Check Total:						4.70
57229	12/17/2009	Contracted Engineering Svcs	Deposits	Richard Cox	Return of Escrow	3,000.00
Check Total:						3,000.00
57230	12/17/2009	Storm Drainage	Other Improvements	Dakota Supply Group	Turbo Meter	1,602.06
57230	12/17/2009	Water Fund	Water Meters	Dakota Supply Group	Meters	3,669.77
Check Total:						5,271.83
57231	12/17/2009	Recreation Fund	Advertising	Dex Media East LLC	Yellow Pages Advertising	40.40
57231	12/17/2009	Golf Course	Advertising	Dex Media East LLC	Yellow Pages Advertising	40.40
Check Total:						80.80
57232	12/17/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	886.38
Check Total:						886.38
57233	12/17/2009	Contracted Engineering Svcs	Transportation	Kristine Giga	Mileage Reimbursement	146.85
57233	12/17/2009	Contracted Engineering Svcs	Transportation	Kristine Giga	Mileage Reimbursement	247.50
Check Total:						394.35
57234	12/17/2009	Recreation Donations	Operating Supplies	Harty Mechanical, Inc.	Oval Expansion Joint Piping	3,900.00
Check Total:						3,900.00
57235	12/17/2009	Information Technology	Operating Supplies	Hewlett-Packard Company	HP Carrying Case	36.34
Check Total:						36.34
57236	12/17/2009	Singles Program	Operating Supplies	Jean Hoffman	Singles Supplies Reimbursement	39.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						39.96
57237	12/17/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099		337.77
Check Total:						337.77
57238	12/17/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct - Dec	125.00
Check Total:						125.00
57239	12/17/2009	Water Fund	Professional Services	Instrumental Research, Inc.	Coliform Bacteria Testing	360.00
Check Total:						360.00
57240	12/17/2009	Recreation Fund	Operating Supplies	J & J Sport Sales, Inc	Practice Jersey's	1,440.00
Check Total:						1,440.00
57241	12/17/2009	Sanitary Sewer	Professional Services	Jeff's S.O.S. Drain Cleaning,	Video Inspection Main Sewer Line	225.00
Check Total:						225.00
57242	12/17/2009	Housing & Redevelopment A	Professional Services	Kennedy & Graven, Chartered	HRA Legal Services	563.75
Check Total:						563.75
57243	12/17/2009	Contracted Engineering Svcs	Deposits	Kraus Anderson Construction Co	Return of Escrow	6,000.00
Check Total:						6,000.00
57244	12/17/2009	Recreation Fund	Advertising	Let's Play, Inc.	Advertising	472.64
Check Total:						472.64
57245	12/17/2009	Community Development	Advertising	Lillie Suburban Newspaper Inc	Official Notices	9.00
57245	12/17/2009	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	Official Notices	14.38
57245	12/17/2009	General Fund	Advertising	Lillie Suburban Newspaper Inc	Official Notices	63.00
Check Total:						86.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57246	12/17/2009	General Fund	210600 - Union Dues Deduction	Local Union 49	Payroll Deduction for 12/15 Union Dues	806.00
Check Total:						806.00
57247	12/17/2009	General Fund	Contract Maintenance	LPD Electric, Inc.	Battery	58.76
57247	12/17/2009	General Fund	209001 - Use Tax Payable	LPD Electric, Inc.	Sales/Use Tax	-3.78
Check Total:						54.98
57248	12/17/2009	Housing & Redevelopment A	Professional Services	Maxfield Research, Inc.	Market Study Final Payment	1,727.50
Check Total:						1,727.50
57249	12/17/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Case #: 001023511002	292.00
Check Total:						292.00
57250	12/17/2009	General Fund	Operating Supplies	Morton Salt	Street Salt	15,976.46
57250	12/17/2009	General Fund	Operating Supplies	Morton Salt	Street Salt	9,892.10
Check Total:						25,868.56
57251	12/17/2009	General Fund	Operating Supplies	Nardini Fire Equipment Co, Inc	Recharging	91.97
Check Total:						91.97
57252	12/17/2009	Sanitary Sewer	Professional Services	Networkfleet, Inc.	Monthly Service-Oct	89.85
57252	12/17/2009	Sanitary Sewer	Professional Services	Networkfleet, Inc.	Monthly Service-Nov	89.85
57252	12/17/2009	Sanitary Sewer	Professional Services	Networkfleet, Inc.	Monthly Service-Dec	89.85
Check Total:						269.55
57253	12/17/2009	Sanitary Sewer	Vehicles / Equipment	North Central Truck Equipment	Hiniker 9' Poly Straight Plow	4,407.00
57253	12/17/2009	Sanitary Sewer	Vehicles / Equipment	North Central Truck Equipment	Rubber Deflecor W/Spring	126.00
57253	12/17/2009	Sanitary Sewer	Vehicles / Equipment	North Central Truck Equipment	Install Plow	397.63
57253	12/17/2009	Sanitary Sewer	Use Tax Payable	North Central Truck Equipment	Sales/Use Tax	-17.20
Check Total:						4,913.43
57254	12/17/2009	HRA Property Abatement Pr	Payments to Contractors	Outdoor Innovations Landscapin	Repair Work @ 2240 St. Stephen	7,615.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						7,615.00
57255	12/17/2009	General Fund	Professional Services	Performance Plus, Inc.	Medical Evaluation	109.00
Check Total:						109.00
57256	12/17/2009	Telecommunications	Postage	Postmaster- Cashier Window #5	Acct 2437 Newsletter Postage	2,392.39
Check Total:						2,392.39
57257	12/17/2009	Recreation Fund	Contract Maintenance	Printers Service Inc	Ice Knife Sharpening	260.00
Check Total:						260.00
57258	12/17/2009	General Fund	Rental	Quality Restoration Services,	Road Signs	327.02
57258	12/17/2009	General Fund	Rental	Quality Restoration Services,	Road Signs	348.40
57258	12/17/2009	Water Fund	Professional Services	Quality Restoration Services,	Road Signs	99.70
Check Total:						775.12
57259	12/17/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	297.04
57259	12/17/2009	Telephone	Telephone	Qwest	Telephone	172.11
57259	12/17/2009	Telephone	Telephone	Qwest	Telephone	641.26
57259	12/17/2009	Telephone	Telephone	Qwest	Telephone	641.26
57259	12/17/2009	Telephone	Telephone	Qwest	Telephone	641.26
57259	12/17/2009	Telephone	Telephone	Qwest	Telephone	86.06
57259	12/17/2009	Telephone	Telephone	Qwest	Telephone	641.26
57259	12/17/2009	Telephone	Telephone	Qwest	Telephone	377.51
Check Total:						3,497.76
57260	12/17/2009	Telephone	Telephone	Qwest Communications	Telephone	127.82
Check Total:						127.82
57261	12/17/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case #: CV074555	368.03
Check Total:						368.03
57262	12/17/2009	Building Improvements	MN Grant Skating Center	Roof Spec Inc.	Litigation Services Nov 2009	1,800.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						1,800.00
57263	12/17/2009	General Fund	Operating Supplies	Sam's Club	Supplies	27.06
Check Total:						27.06
57264	12/17/2009	General Fund	Contract Maintenance	Sprint	Cell Phones	280.59
Check Total:						280.59
57265	12/17/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	281.75
57265	12/17/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	9.58
57265	12/17/2009	Sanitary Sewer	Professional Services	Sheila Stowell	Public Works Commission Minutes	281.75
57265	12/17/2009	Sanitary Sewer	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
57265	12/17/2009	Storm Drainage	Professional Services	Sheila Stowell	Public Works Commission Minutes	201.25
57265	12/17/2009	Storm Drainage	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
Check Total:						783.91
57266	12/17/2009	Risk Management	Street Department Claims	Twin Cities Transport & Recove	Heavy Duty Tow	160.31
Check Total:						160.31
57267	12/17/2009	General Fund	Conferences	University of Minnesota	Conference Registration	225.00
Check Total:						225.00
57268	12/17/2009	Contracted Engineering Svcs Deposits		Veit & Company, Inc.	Return of Escrow	22,397.44
Check Total:						22,397.44
57269	12/17/2009	Water Fund	Operating Supplies	Viking Electric Supply, Inc.	Traffic Signal Bulb	12.29
57269	12/17/2009	Water Fund	Operating Supplies	Viking Electric Supply, Inc.	Volt Detector, Bit Holder	30.49
Check Total:						42.78
57270	12/17/2009	Recreation Fund	Professional Services	Walker West Music Academy	Artist in Residenc Guitar Program	283.20
Check Total:						283.20

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57271	12/17/2009	Water Fund	Professional Services	Water Conservation Service, In	Leak Location	908.00
57271	12/17/2009	Water Fund	Professional Services	Water Conservation Service, In	Leak Location	214.50
Check Total:						1,122.50
57272	12/18/2009	General Fund	Employee Recognition	Brenda Davitt	Hal Schippits Employee Luncheon Speaker	750.00
Check Total:						750.00
57273	12/23/2009	Comm. Development Block	Payments to Owner	Common Wealth Land Title Insur	Loan Closing on Sienna Green	294,730.27
Check Total:						294,730.27
57274	12/23/2009	Housing & Redevelopment A	Professional Services	Kennedy & Graven, Chartered	HRA Attorney Fees	51.25
57274	12/23/2009	Housing & Redevelopment A	Professional Services	Kennedy & Graven, Chartered	HRA Attorney Fees	205.00
57274	12/23/2009	Multi-Family Loan Program	Escrow for Attny Fees	Kennedy & Graven, Chartered	HRA Attorney Fees	92.25
Check Total:						348.50
57275	12/23/2009	Comm. Development Block	Payments to Owner	Common Wealth Land Title Insur	Loan Closing on Sienna Green	55,270.00
Check Total:						55,270.00
57276	12/23/2009	General Fund	Clothing	Aspen Mills Inc.	Silver Bugles	69.47
Check Total:						69.47
57277	12/23/2009	General Fund	Vehicle Supplies	Astleford International Trucks	Motor	41.95
Check Total:						41.95
57278	12/23/2009	Golf Course	Operating Supplies	Beisswenger's Hardware	Choke Lever, Tube Guard	3.59
57278	12/23/2009	Recreation Fund	Operating Supplies	Beisswenger's Hardware	Choke Lever, Tube Guard	24.14
57278	12/23/2009	General Fund	Operating Supplies	Beisswenger's Hardware	Choke Lever, Tube Guard	4.36
Check Total:						32.09
57279	12/23/2009	General Fund	Contract Maintenance Vehicles	Benco Equipment Co.	Vehicle Parts	1,476.21

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						1,476.21
57280	12/23/2009	General Fund	Operating Supplies	Cargill Inc.	100 Tons - Treated Road Salt Per State B	1,817.35
57280	12/23/2009	General Fund	Operating Supplies	Cargill Inc.	100 Tons - Treated Road Salt Per State B	3,720.61
57280	12/23/2009	General Fund	Operating Supplies	Cargill Inc.	100 Tons - Treated Road Salt Per State B	1,868.58
Check Total:						7,406.54
57281	12/23/2009	Information Technology	Computer Equipment	CDWG Inc.	HP LeftHand P4300 12TB SATA Starter SAN	54,000.00
57281	12/23/2009	Information Technology	Computer Equipment	CDWG Inc.	Sales Tax	3,712.50
Check Total:						57,712.50
57282	12/23/2009	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Midway Speedskating Bingo-Nov	1,735.02
57282	12/23/2009	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Roseville Youth Hockey Bingo-Nov	2,211.30
Check Total:						3,946.32
57283	12/23/2009	General Fund	Vehicle Supplies	Crysteel Truck Equipment, Inc.	2009 Blanket PO for Vehicle Repairs	91.91
Check Total:						91.91
57284	12/23/2009	General Fund	Training	Donald Salverda & Associates	Advanced Effective Management	77.91
57284	12/23/2009	Community Development	Training	Donald Salverda & Associates	Advanced Effective Management	85.28
57284	12/23/2009	Community Development	Training	Donald Salverda & Associates	Advanced Effective Management	59.74
Check Total:						222.93
57285	12/23/2009	General Fund	Professional Services	Fire & Police Selection, Inc.	Customized Fire Examinations	4,000.00
Check Total:						4,000.00
57286	12/23/2009	General Fund	Vehicle Supplies	First Call	Latex Gloves	57.81
Check Total:						57.81
57287	12/23/2009	Police Forfeiture Fund	Professional Services		Tobacco Compliance Checker	50.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						50.00
57288	12/23/2009	Police Forfeiture Fund	Professional Services	Jason Gehrman	Lunch for Underage Compliance Checke	8.20
Check Total:						8.20
57289	12/23/2009	Information Technology	Computer Equipment	Hewlett-Packard Company	Computer Equipment	597.75
57289	12/23/2009	General Fund	Operating Supplies	Hewlett-Packard Company	LCD Monitor	203.06
57289	12/23/2009	Information Technology	Contract Maintenance	Hewlett-Packard Company	Computer Equipment	597.75
57289	12/23/2009	Information Technology	Contract Maintenance	Hewlett-Packard Company	LCD Monitors	1,015.31
Check Total:						2,413.87
57290	12/23/2009	Singles Program	Operating Supplies	Jean Hoffman	Singles Supplies Reimbursement	50.89
Check Total:						50.89
57291	12/23/2009	Singles Program	Operating Supplies	Florence Klobucher	Singles Supplies	30.00
Check Total:						30.00
57292	12/23/2009	Recreation Fund	Professional Services	Casey Kohs	Assistant Dance Instructor	52.50
Check Total:						52.50
57293	12/23/2009	General Fund	Vehicle Supplies	Lacal Equipment Inc	Flail Blades	135.20
57293	12/23/2009	General Fund	209001 - Use Tax Payable	Lacal Equipment Inc	Sales/Use Tax	-8.70
Check Total:						126.50
57294	12/23/2009	Equipment Replacement	FunRecord Management System	Law Enforcement Tech Group, L	RMS Software	50,012.16
57294	12/23/2009	Equipment Replacement	FunRecord Management System	Law Enforcement Tech Group, L	Bar Code Scanner and Cradle	2,430.34
57294	12/23/2009	Equipment Replacement	FunRecord Management System	Law Enforcement Tech Group, L	Scene PD Active X Control	6,492.66
Check Total:						58,935.16
57295	12/23/2009	Risk Management	Police Patrol Claims	League of MN Cities Ins Trust	LMCIT Claim #: 11066426	14,786.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						14,786.24
57296	12/23/2009	Park Dedication Fund	Miscellaneous Expense	LHB Inc	Parks and Recreation Master Plan Update	9,696.25
Check Total:						9,696.25
57297	12/23/2009	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	Open Skate Notice	220.80
Check Total:						220.80
57298	12/23/2009	TIF District #17-Twin Lakes	Professional Services	Lockridge Grindal Nauen P.L.L.	Federal Lobbying	300.00
Check Total:						300.00
57299	12/23/2009	License Center	Memberships & Subscriptions	MDRA	2010 Membership Dues	575.00
Check Total:						575.00
57300	12/23/2009	General Fund	Vehicle Supplies	Meyer Enterprises	2009 Blanket PO for Vehicle Repairs	304.59
Check Total:						304.59
57301	12/23/2009	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	48.00
Check Total:						48.00
57302	12/23/2009	Recreation Improvements	Lower Villa Playground Eq	Minnesota Playground, Inc.	Villa Play Area Renovation See attached	780.95
Check Total:						780.95
57303	12/23/2009	TIF District #17-Twin Lakes	Professional Services	MN Pollution Control-Fiscal Se	Twin Lakes Roadways Construction	150.00
57303	12/23/2009	TIF District #17-Twin Lakes	Professional Services	MN Pollution Control-Fiscal Se	Twin Lakes Roadways Construction	1,950.00
Check Total:						2,100.00
57304	12/23/2009	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	40.61
57304	12/23/2009	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	40.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						81.22
57305	12/23/2009	General Fund	Contract Maint. - City Garage	Overhead Door Co of the Northl	Garage Door Repair	1,167.05
Check Total:						1,167.05
57306	12/23/2009	Recreation Fund	Employer Pension	PERA	Payment for Omitted Deduction	944.88
Check Total:						944.88
57307	12/23/2009	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2009 Blanket PO for Vehicle Repairs	63.93
Check Total:						63.93
57308	12/23/2009	Equipment Replacement	FunRental - Office Machines	Pitney Bowes	Postage Machine Lease	1,158.00
Check Total:						1,158.00
57309	12/23/2009	Sanitary Sewer	Postage	Postmaster- Cashier Window #5	Acct 2437-Permit for Water Bill	500.00
57309	12/23/2009	Water Fund	Postage	Postmaster- Cashier Window #5	Postage	500.00
57309	12/23/2009	Storm Drainage	Postage	Postmaster- Cashier Window #5	Acct 2437-Permit for Water Bill	500.00
Check Total:						1,500.00
57310	12/23/2009	General Fund	211402 - Flex Spending Health	Premier Bank	HSA	1,193.34
57310	12/23/2009	General Fund	211405 - HSA Employer	Premier Bank	HSA	3,060.00
Check Total:						4,253.34
57311	12/23/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	79.67
57311	12/23/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	50.52
57311	12/23/2009	Telephone	Telephone	Qwest	Telephone	366.54
57311	12/23/2009	Telephone	Telephone	Qwest	Telephone	38.87
57311	12/23/2009	Telephone	Telephone	Qwest	Telephone	101.26
57311	12/23/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	187.77
Check Total:						824.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57312	12/23/2009	General Fund	Contract Maintenance	Ramsey County	LED Blue Lights	53.38
					Check Total:	53.38
57313	12/23/2009	Municipal Jazz Band	Operating Supplies	Richfield Bus Company	Roseville Band Charter	601.50
					Check Total:	601.50
57314	12/23/2009	General Fund	Contract Maintenance	Rosemount Saw & Tool Co.	Chain Saw Sharpening	38.50
57314	12/23/2009	Storm Drainage	Contract Maintenance	Rosemount Saw & Tool Co.	Chain Saw Sharpening	38.50
					Check Total:	77.00
57315	12/23/2009	Recreation Improvements	Lower Villa Playground Eq	SKB Environmental	Old Equipment Disposal	339.36
					Check Total:	339.36
57316	12/23/2009	Community Development	Development Fees	Springsted	TIF District No 18-Project 001419.109	6,865.43
					Check Total:	6,865.43
57317	12/23/2009	General Fund	Telephone	Sprint	Cell Phones	190.34
57317	12/23/2009	General Fund	Telephone	Sprint	Cell Phones	264.72
57317	12/23/2009	Information Technology	Telephone	Sprint	Cell Phones	449.28
57317	12/23/2009	Recreation Fund	Telephone	Sprint	Cell Phones	380.67
57317	12/23/2009	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	190.34
57317	12/23/2009	General Fund	Telephone	Sprint	Cell Phones	36.73
57317	12/23/2009	Community Development	Telephone	Sprint	Cell Phones	36.82
57317	12/23/2009	P & R Contract Maintenance	Temporary Employees	Sprint	Cell Phones	40.36
57317	12/23/2009	Storm Drainage	Telephone	Sprint	Cell Phones	40.36
57317	12/23/2009	General Fund	Operating Supplies	Sprint	Cell Phones	40.36
57317	12/23/2009	Information Technology	Telephone	Sprint	Cell Phones	121.03
57317	12/23/2009	Recreation Fund	Professional Services	Sprint	Cell Phones	40.36
					Check Total:	1,831.37
57318	12/23/2009	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware	Nylon Rope	10.67
57318	12/23/2009	Golf Course	Operating Supplies	Suburban Ace Hardware	Bait, Wire	10.35
57318	12/23/2009	Golf Course	Operating Supplies	Suburban Ace Hardware	Battery	7.03
					Check Total:	28.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57319	12/23/2009	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2009 Blanket PO for Vehicle Repairs	1,302.59
					Check Total:	1,302.59
57320	12/23/2009	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Industrial Cyls	19.74
					Check Total:	19.74
57321	12/23/2009	General Fund	Vehicle Supplies	Truck Utilities Mfg Co.	Hyd. Cyl.	130.86
57321	12/23/2009	General Fund	Contract Maintenance Vehicles	Truck Utilities Mfg Co.	2009 Blanket PO for Vehicle Repairs	662.63
					Check Total:	793.49
57322	12/23/2009	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	Diseased and Hazard Tree Removal	400.78
57322	12/23/2009	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	Diseased and Hazard Tree Removal	443.53
					Check Total:	844.31
57323	12/23/2009	Fire Equipment	Fire Department Vehicles	Viking Industrial Center	Insulate PVC	15.90
57323	12/23/2009	Fire Equipment	Fire Department Vehicles	Viking Industrial Center	Hard Hat	16.50
					Check Total:	32.40
57324	12/23/2009	General Fund	Contract Maint. - City Hall	Village Plumbing, Inc.	Service Call	249.00
					Check Total:	249.00
57325	12/23/2009	Information Technology	Telephone	XO Communications Inc.	Telephone	5,116.58
					Check Total:	5,116.58
57327	12/30/2009	Information Technology	Contract Maintenance	Access Communications Inc	ROW User Application Fee	50.00
					Check Total:	50.00
57328	12/30/2009	Grass Lake Water Mgmt. Org	Professional Services	Deanne Allen	GLWMO Meeting Minutes 10/22	150.00
57328	12/30/2009	Grass Lake Water Mgmt. Org	Professional Services	Deanne Allen	GLWMO Meeting Minutes 11/17	150.00
					Check Total:	300.00
57329	12/30/2009	License Center	Transportation	Brite-Way Window Cleaning Sv	License Center Window Cleaning	10.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						10.00
57330	12/30/2009	Telephone	SmartNet Maint Contracts	CDW Government, Inc.	Cisco Direct	655.18
Check Total:						655.18
57331	12/30/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	36.66
57331	12/30/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
57331	12/30/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	36.66
57331	12/30/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
57331	12/30/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	36.66
57331	12/30/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
57331	12/30/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	36.66
57331	12/30/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
Check Total:						157.28
57332	12/30/2009	General Fund	Training	Donald Salverda & Associates	Advanced Effective Leadership-Malinen	600.00
Check Total:						600.00
57333	12/30/2009	License Center	Postage	Fed Ex	Shipping	164.40
Check Total:						164.40
57334	12/30/2009	General Fund	Motor Fuel	Hartland Fuels	2009 Blanket PO for Fuel	15,775.82
Check Total:						15,775.82
57335	12/30/2009	Golf Course	Operating Supplies	Hewlett-Packard Company	LCD Monitor	203.06
Check Total:						203.06
57336	12/30/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	401a William Malinen-Employer Portion	337.77
Check Total:						337.77
57337	12/30/2009	Telephone	Telephone	Integra Telecom	Telephone	304.21

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	304.21
57338	12/30/2009	Recreation Fund	Temporary Employees	B. Patricia Jemie	Stretch & Strengthen Instructor	108.00
					Check Total:	108.00
57339	12/30/2009	Recreation Fund	Professional Services	Steve Johnson	Halloween Program Payment	150.00
					Check Total:	150.00
57340	12/30/2009	Recreation Fund	Professional Services	Casey Kohs	Assistant Dance Instructor	26.25
					Check Total:	26.25
57341	12/30/2009	General Fund	Memberships & Subscriptions	League of MN Cities	IPMA-HR 2010 Dues	25.00
					Check Total:	25.00
57342	12/30/2009	P & R Contract Maintenance	Operating Supplies	M/A Associates	Can Liners	651.19
					Check Total:	651.19
57343	12/30/2009	General Fund	211400 - Medical Ins Employee	Medica	Health Insurance Premium for Dec 2009	38.94
					Check Total:	38.94
57344	12/30/2009	General Fund	Memberships & Subscriptions	Metro Chief Fire Officers Assn	2010 Dues	100.00
					Check Total:	100.00
57345	12/30/2009	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	24.00
					Check Total:	24.00
57346	12/30/2009	Recreation Improvements	Lower Villa Playground Eq	Minnesota Playground, Inc.	Villa Play Area Renovation See attached	48,099.00
					Check Total:	48,099.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57347	12/30/2009	TIF District #17-Twin Lakes	Professional Services	MN Dept of Health-Well Mgmt Se	Well Maintenance	250.00
					Check Total:	250.00
57348	12/30/2009	General Fund	Conferences	MPERLA	Winter Conference	140.00
					Check Total:	140.00
57349	12/30/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	320.00
					Check Total:	320.00
57350	12/30/2009	Sanitary Sewer	Contract Maintenance	Pipe Services Inc	Root Cutting	3,597.50
57350	12/30/2009	Sanitary Sewer	Other Improvements	Pipe Services Inc	Sewer TV Inspection	132.00
					Check Total:	3,729.50
57351	12/30/2009	Recreation Improvements	CP Dale Street Playground	Playpower LT Farmington, Inc.	3 Benches CP Dale Street Play Area	2,300.57
					Check Total:	2,300.57
57352	12/30/2009	General Fund	211402 - Flex Spending Health	Premier Bank	HSA	1,193.34
57352	12/30/2009	General Fund	211405 - HSA Employer	Premier Bank	HSA	3,060.00
					Check Total:	4,253.34
57353	12/30/2009	Telephone	Telephone	Qwest	Telephone	56.67
					Check Total:	56.67
57354	12/30/2009	Telephone	Telephone	Qwest Communications	Telephone	254.03
					Check Total:	254.03
57355	12/30/2009	Water Fund	Rental	Railroad Management Co. III, L	Pipeline Crossing	99.83
					Check Total:	99.83
57356	12/30/2009	General Fund	Contract Maintenance	Ramsey County	Fleet Support Oct 09	212.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						212.16
57357	12/30/2009	Community Development	Vehicle Supplies	Ramsey County Prop Rec & Rev	Abstract Recording Fee	184.00
57357	12/30/2009	Community Development	Vehicle Supplies	Ramsey County Prop Rec & Rev	Abstract Recording Fee	46.00
Check Total:						230.00
57358	12/30/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case #: CV074555	368.03
Check Total:						368.03
57359	12/30/2009	Police - DWI Enforcement	Professional Services		Underage Alcohol Purchaser	80.00
Check Total:						80.00
57360	12/30/2009	Police - DWI Enforcement	Professional Services	Rosemount Police Dept.	Field Sobriety Testing Class	75.00
Check Total:						75.00
57361	12/30/2009	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	28.00
Check Total:						28.00
57362	12/30/2009	General Fund	Contract Maintenance	Sprint	Access Charge-Acct #-475417304	39.99
57362	12/30/2009	General Fund	Contract Maintenance	Sprint	Cell Phones Acct #-695179312	279.93
Check Total:						319.92
57363	12/30/2009	Information Technology	Operating Supplies	Staples Business Advantage	Tape	29.27
Check Total:						29.27
57364	12/30/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	339.25
57364	12/30/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
57364	12/30/2009	Community Development	Professional Services	Sheila Stowell	Planning Commission Meeting Minutes	103.50
Check Total:						447.54
57365	12/30/2009	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Asphalt	2,846.48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57365	12/30/2009	General Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Asphalt	780.73
57365	12/30/2009	Storm Drainage	Operating Supplies	T. A. Schifsky & Sons, Inc.	Asphalt	781.78
Check Total:						4,408.99
57366	12/30/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	999.96
Check Total:						999.96
57367	12/30/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Lawn Service @ 3065 Sandy Hook Dr	69.42
57367	12/30/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Lawn Service @ 619-637 W Larpenteur	69.42
Check Total:						138.84
57368	12/30/2009	General Fund	Vehicle Supplies	Tousley Ford Inc	2009 Blanket PO for Vehicle Repairs	59.18
Check Total:						59.18
57369	12/30/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	71.34
Check Total:						71.34
57370	12/30/2009	General Fund	Employee Recognition	US Bank	Petty Cash Reimbursement	70.00
57370	12/30/2009	General Fund	Professional Services	US Bank	Petty Cash Reimbursement	20.00
57370	12/30/2009	General Fund	Training	US Bank	Petty Cash Reimbursement	20.00
57370	12/30/2009	General Fund	Miscellaneous	US Bank	Petty Cash Reimbursement	10.00
57370	12/30/2009	General Fund	Professional Services	US Bank	Petty Cash Reimbursement	6.50
57370	12/30/2009	General Fund	Transportation	US Bank	Petty Cash Reimbursement	5.00
57370	12/30/2009	General Fund	Transportation	US Bank	Petty Cash Reimbursement	7.00
57370	12/30/2009	General Fund	Miscellaneous	US Bank	Petty Cash Reimbursement	13.16
57370	12/30/2009	General Fund	Miscellaneous	US Bank	Petty Cash Reimbursement	6.43
Check Total:						158.09
57371	12/30/2009	General Fund	Professional Services	Verizon Wireless	Cell Phones	517.81
Check Total:						517.81
57372	12/30/2009	Golf Course	Contract Maintenance	Zahl Petroleum Maintenance Co	560 Gallon Tank Testing	175.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
						Check Total:
						175.00
						Report Total:
						2,474,920.78

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/11/10
Item No.: 7.b

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Description	Amount
Police	Elk River Ford	2010 Ford Crown Victoria – 5 vehicles	\$ 116,201.60
Streets	Astleford Truck	2010 Dump Truck (a)	60,853.48
PW	Kath Fuel Oil	2010 Blanket Purchase Order for fuel	70,000.00
PW	Yocum Oil Company	2010 Blanket Purchase Order for fuel	140,000.00

(a) Includes \$12,000 trade in from 1994 Dump Truck

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description
Streets	1994 Dump Truck

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

19 **STAFF RECOMMENDATION**

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

22 **REQUESTED COUNCIL ACTION**

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

25

26

Prepared by: Chris Miller, Finance Director

Attachments: A: None

27

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/11/10

Item No.: 7.c

Department Approval



City Manager Approval



Item Description: Extension of Contract for Waste Removal from City of Roseville Public Facilities

BACKGROUND

The waste removal contract for city facilities expired at the end of last year. Staff has received a letter from Nitti Sanitation, the contract holder, offering an extension of the current contract. The current contract has an optional two year extension clause for service through 2011 by mutual agreement. Nitti Sanitation has stated they would honor this extension with a zero increase for the next two years even though the receiving site has increased the processing fee by \$5.00 per ton starting January 1, 2010.

The specifications require regular service at city hall, public works garage, three fire stations, golf course, skating center, and four locations in Central Park.

FINANCIAL IMPACTS

The extension of this service contract falls within the 2010 approved budget for this service. We have found no evidence to indicate a benefit to the city to go out to bid at this time.

The funds for waste removal are included in departmental budgets. This no increase offer results in a consistent monthly cost for waste removal for City facilities for two years.

STAFF RECOMMENDATION

It is recommended that the waste removal extension be awarded to Nitti Sanitation Services for the contract bid amount of \$19,440.00 for a two year period beginning January 1, 2010.

REQUESTED COUNCIL ACTION

Motion approving a two year contract extension for waste removal from city facilities for the period January 1, 2010, through December 31, 2011, with Nitti Sanitation Services in the amount of \$19,440.00 and \$12.00 per cubic yard for waste in excess of the amount described in the specifications.

Prepared by: Patrick Dolan, Public Works Supervisor

Attachments: A: Nitti Sanitation Letter

B: Resource Recovery Technologies (RRT) Letter

Nitti Sanitation, Inc.
1725 Meadow View Road
Eagan, MN 55121
651-457-7497

December 11, 2009

City of Roseville
Attn: Pat Dolan
Fax: 651-792-7050

Dear Pat,

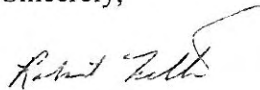
We at Nitti Sanitation Inc. would like to thank the City of Roseville for allowing us to provide waste and recycling services to your facilities.

All waste handlers in Ramsey County will be incurring an additional \$5.00 per tonnage for disposal each year for the next four years. Knowing that everyone is in a budget crisis we are willing to absorb this increase with various cuts of our own in order to not raise your existing rates for the next two years.

We would like to ask that we could continue to service your facilities thru the end of 2011 with a guarantee that we will provide the same services as in 2009 and would not raise our current rate for the next two years.

Please read the letter from RRT regarding the rate increase per tonnage to all Ramsey County haulers.

Sincerely,



Robert Nitti
Nitti Sanitation



November 25, 2009

Dear Ramsey/Washington Solid Waste Hauler,

RRT is committed to the processing of solid waste into a reusable fuel. We are proud to say that due to the efforts of your company along with your Ramsey and Washington county customers, the RRT Newport waste processing facility is on schedule to produce over 350,000 tons of renewable fuel. This fuel will be used to produce "green" electricity for residents throughout Minnesota. You and your customers are an integral part of Minnesota's plan to increase its use of renewable energy sources.

Per your processing contract, the processing fee will be increased by \$5.00 per ton effective January 1, 2010.

We appreciate your business and your continued commitment to waste processing. Thank you again and please feel free to contact me with any questions.

Regards,

A handwritten signature in black ink, appearing to read "Kim Erickson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Kim Erickson
RRT President

REQUEST FOR COUNCIL ACTION

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

Department Approval

City Manager Approval



Item Description: Twin Lakes Redevelopment Update

BACKGROUND

1. Phase 1 Infrastructure Project

Land Acquisition/Condemnation Update: To construct the Phase 1 improvements in Twin Lakes, on March 9, 2009, the City Council authorized use of the quick-take condemnation process through its power of eminent domain to ensure that the City had control of these sites within Twin Lakes to complete the Phase 1 of the Twin Lakes infrastructure project. As part of this process, the City acquired property and/or temporary construction easements from four property owners—Roseville Properties, Xtra Lease, Dorso, and PIK. The City is still working with three of the four property owners to come to a settlement. The Court has appointed the three commissions it will use to determine the appropriate price for the land and/or temporary easement on the three remaining properties. It is expected that the commissioners will convene and make its decision in winter 2010.

Public Improvements: The City's contractor has completed nearly all of the Phase 1 work, including the installation of sewer, water, and storm water utilities, the construction of Twin Lakes Parkway from Cleveland Avenue to Mount Ridge Road, the construction of Mount Ridge Road from Twin Lakes Parkway to County Road C2, and the installation of the storm water management system, streetlights, and a portion of the landscaping. The remaining Phase 1 work includes the installation of the remaining trees, shrubs, and perennials, the installation of the crosswalks at Twin Lakes Parkway at the roundabout, and the final lift of asphalt on Twin Lakes Parkway. Mount Ridge Road and Twin Lakes Parkway was opened to traffic on Monday, December 14, 2009.

Project Costs: As the City has not made final settlements with three of the property owners and final work needs to be completed, staff has not prepared a final cost analysis for Phase 1. To date, the project has cost approximately \$4.4 million--\$1.8 million for land negotiation and acquisition and \$2.6 million for site preparation, roadway construction, and construction oversight. Once settlements are reached and all work completed, staff will provide the City Council with a cost summary for this phase of the project.

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

Phase 2 Infrastructure Project

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

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

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

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

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

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

72 **Phase 2 Cost Estimate**

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

73 **Approximately \$770,000 of this cost has already been incurred.*

74

75 The City has funding in place to complete this project. Approximately \$770,000 of Phase
 76 2 project costs were incurred as part of the land acquisition process undertaken for the
 77 Phase 1 project, which leaves approximately \$2.13 million to fund. DEED awarded the
 78 City a \$1 million grant for the this project; however, if the City wants to utilize these
 79 funds, activities must be completed during the 2010 construction season as the funds will
 80 expire on December 31, 2010. The City applied for and has been awarded approximately
 81 \$200,000 in funding for environmental cleanup from Ramsey County, which should
 82 offset the City's cost to remediate the right of way. Finally, the City has available pooled
 83 tax increment to fill the remaining project gap.

84

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

- 86 • February 2010: Approve plans and specifications and order the advertisement for
- 87 bid
- 88 • March 2010: Award bids
- 89 • May 2010: Begin construction
- 90 • September 2010: Complete construction

91

92 **Other Twin Lakes Issues**

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

101

102

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

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

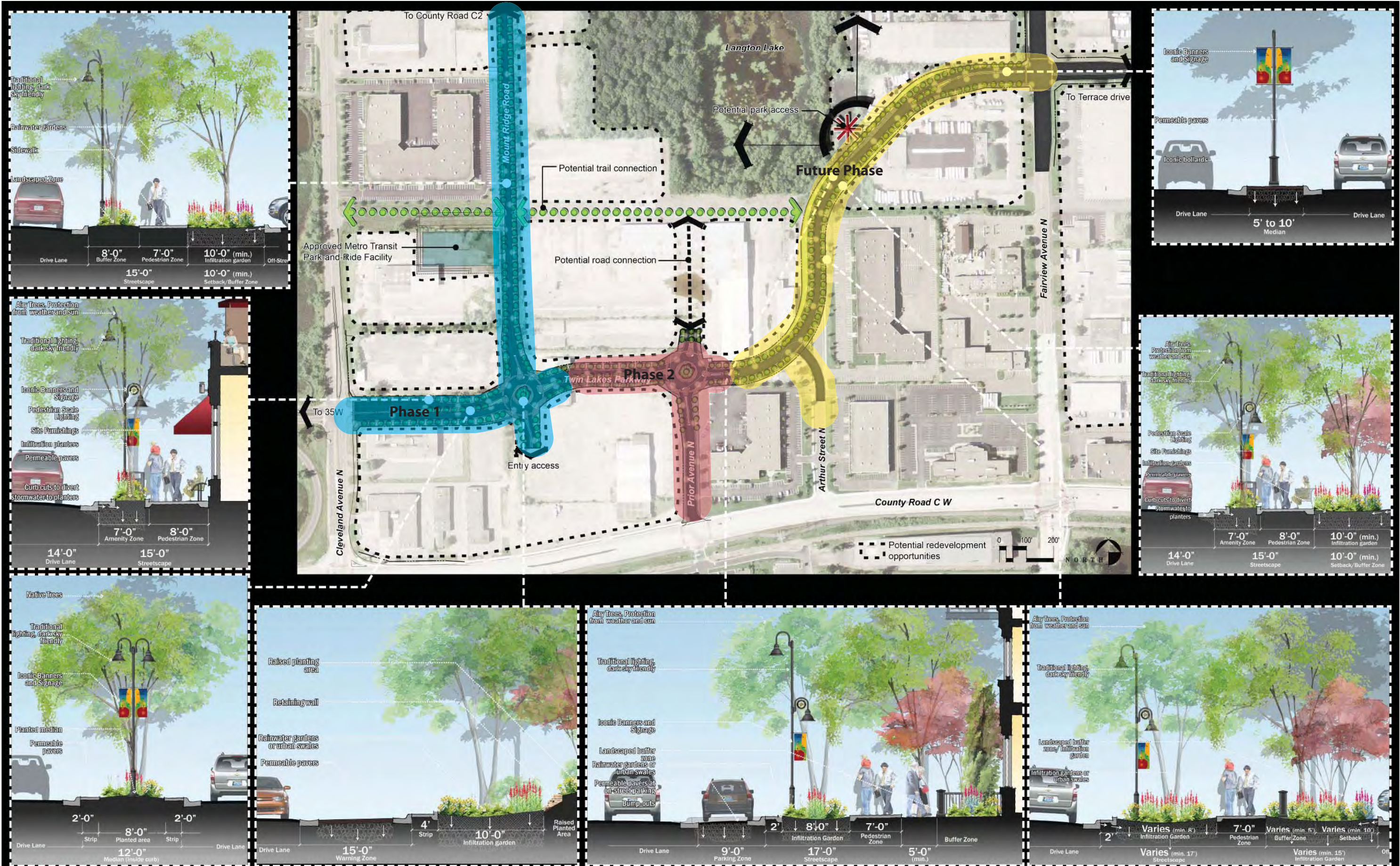
There are no direct impacts to the City's budget to implement the infrastructure projects as it has been funded through external grants and existing TIF balances.

REQUESTED COUNCIL ACTION

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

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Depiction of Twin Lakes Infrastructure



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 01/11/2010
Item No.: 12.a

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Approve Lease Agreements with Clear Wireless, LLC ("Clearwire") for Leased Space on the Fairview Communication Tower

BACKGROUND

Over the past several months, City Staff has been in discussions with Clearwire, a wireless data service provider which desires to lease space on city-owned communication towers. The City currently owns and operates 3 towers located on Fairview Avenue (Fire Station #2), Alta Vista (Reservoir Woods Park), and Civic Center (City Hall campus). The City also leases space on the Fairview water tank.

Clearwire has submitted a request to co-locate wireless equipment on the existing Fairview communications tower with ground equipment to be located in the existing fenced yard. The additional equipment can be added to the tower without any modification to the height of the tower or expansion of the existing equipment yard.

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

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

Discussion Items

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

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

32 **POLICY OBJECTIVE**

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

34 **FINANCIAL IMPACTS**

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

37 **STAFF RECOMMENDATION**

38 Staff recommends approval of the leases.

39 **REQUESTED COUNCIL ACTION**

40 Motion to approve the lease agreements with Clear Wireless, LLC, for leased space at the Fairview
41 Communication Towers.

42

Prepared by: Chris Miller, Finance Director
Attachments: A: Lease Agreements with Clear Wireless, LLC

43

COMMUNICATION SITE LEASE AGREEMENT

THIS COMMUNICATION SITE LEASE AGREEMENT ("Lease or Agreement") is entered into this _____, 20__, by and is between Clear Wireless LLC, a Nevada limited liability company ("Clearwire" or "Tenant"), and the City of Roseville, a municipal corporation ("Owner" or "Landlord"). Landlord and Tenant are herein collectively referred to as the "parties."

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

1. **Premises.** Owner owns a parcel of land ("**Land**") and a telecommunications tower ("**Tower**") located in the City of Roseville, County of Ramsey, State of Minnesota, commonly known as 2501 Fairview Avenue North, Roseville, MN 55113 (APN: 09.29.23.24.0002). The Tower and the Land are collectively referred to herein as the "**Property**." The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Clearwire and Clearwire leases from Owner approximately forty nine (49) square feet of Land and space adjacent to and/or on the Tower and all access and utility easements necessary or desirable therefore (collectively, "**Premises**") as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 4 below ("**Due Diligence Period**"), Clearwire shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Clearwire may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. The cost of all Investigations and Tests shall be borne solely by Clearwire. In the event that Clearwire determines, during the Due Diligence Period, that the Premises are not appropriate for Clearwire's intended use, or if for any other reason, or no reason, Clearwire decides not to commence its tenancy of the Premises, then Clearwire shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Clearwire expressly acknowledge and agree that Clearwire's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Clearwire shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Use.** The Premises may be used by Tenant for any lawful activity in connection with the provisions of wireless communications services, including without limitation, the transmission and the reception of radio communication signals and the construction, maintenance and operation of related communications facilities. Landlord agrees, at no expense to Landlord, to cooperate with Tenant, in Tenant's making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

4. **Term.** The term of this Agreement shall commence upon the date Tenant begins construction of the Tenant Facilities (as defined in Paragraph 6 below) or nine (9) months following the Effective Date of this Agreement, whichever first occurs ("**Term Commencement Date**") and shall continue until the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for up to five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be renewed for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Term or Renewal Term.

5. **Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent ONE THOUSAND FIVE HUNDRED EIGHTY-FOUR and 00/100 Dollars (\$1,584.00) per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. On each anniversary of the Term Commencement Date of this Lease, Rent shall increase automatically by three (3) percent of the Rent paid in the preceding year. Rent shall be payable to Landlord at 2660 Civic Center Drive, Roseville, MN 55113; Attention:

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

6. Improvements.

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

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

7. Access and Utilities.

7.1 During the Lease Term and any renewal thereof, Landlord shall provide Tenant, Tenant's employees, agents, contractors, subcontractors and assigns with access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no additional charge to Tenant. Landlord grants to Tenant, and Tenant's agents, employees and contractors and subcontractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property, at such locations reasonable acceptable to the Landlord. Such right and easement may be described generally in Exhibit B.

7.2 Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.

7.3 Tenant shall pay for electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the property with the prior consent from present user, provided the Tenant shall first use commercially reasonable efforts to obtain separate utility service from any utility company that will provide service to the Property. In connection therewith, Landlord hereby grants to Tenant and the local telephone company, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of the Landlord's Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to the Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements or rights necessary for such power or other utilities will be at locations reasonably acceptable to the Landlord and the servicing utility company.

8. Interference. Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Property, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities. Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Property or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

9. Taxes. Tenant shall pay personal property taxes assessed against the Tenant Facilities and Landlord shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Agreement.

10. Termination.

10.1 As set forth in Paragraph 2, this Agreement may be terminated by Tenant without further liability for any reason or no reason, provided Tenant delivers written notice of termination to Landlord prior to the Term Commencement Date.

10.2 This Agreement may be terminated by either party without further liability on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion.

10.3 This Agreement may be terminated by Tenant without further liability on thirty (30) days prior written notice under the following circumstances: (i) if Tenant is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Tenant from installing, removing, replacing, maintaining or operating the Tenant Facilities or using the Premises in the manner intended by Tenant; (ii) if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) or Tenant otherwise determines, within its sole discretion, that it will be unable to use the Premises for Tenant's intended purpose.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance; Subrogation; and Indemnity.

12.1 Tenant, at Tenant's sole cost and expense, shall procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Within thirty (30) days following the Effective date of this Lease, and by January 15 annually thereafter while this Lease is in effect, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph.

12.2 Landlord, at Landlord's sole cost and expense, shall procure and maintain Commercial General Liability insurance covering bodily injury and property damage with a combined single limit of at least One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) or not less than the limits of liability set forth in the Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, and any amendments thereto. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connections with Landlord's use, occupancy and maintenance of the Property. Within thirty (30) days following the Effective Date of this Lease, and by January 15 annually thereafter while this Lease is in effect, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph.

12.3 Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12.4 Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents,

employees or contractors in or about the Property. The duties described in this Paragraph 12.4 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

13. Assignment. Tenant may assign this Agreement at any time with notice to be provided to Landlord as soon thereafter as reasonably possible.

14. Title and Quiet Enjoyment.

14.1 Landlord represents and warrants that (i) it has full right, power, and authority to execute this Agreement, (ii) Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, (iii) Landlord has obtained all necessary approvals and consents, and has taken all necessary action to enable Landlord to enter into this Agreement and allow Tenant to install and operate the Facility on the Premises, including without limitation, approvals and consents as may be necessary from other tenants, licensees and occupants of Landlord's Property, and (iv) the Property and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date.

14.2 Tenant has the right to obtain, at Tenant's sole expense, a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises, Tenant shall have the right to terminate this Agreement immediately upon written notice to Landlord.

15. Environmental. As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. Without limiting Paragraph 12.4, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 15 by such party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 15 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. For purposes of this Agreement, "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

16. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	With a copy to:	If to Landlord, to:
Clear Wireless LLC Attn: Site Leasing 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900 Email: siteleasing@clearwire.com	Clear Wireless LLC Attention: Legal Department 4400 Carillon Point Kirkland, WA 98033 Telephone: 425-216-7600 Fax: 425-216-7900	City of Roseville Attention: Tower Leasing 2660 Civic Center Drive Roseville, MN 55113 Telephone: 651 792-7092 Email: network.manager@ci.roseville.mn.us

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

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

19. Miscellaneous.

19.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in advance in writing of the payee’s name and address.

19.2 The substantially prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorney’s fees and court costs, including appeals, if any.

19.3 If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons or entities other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

19.5 This Agreement shall be governed under Minnesota law and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

19.6 A Memorandum of Agreement in the form attached hereto as Exhibit C may be recorded by Tenant confirming the (i) effectiveness of this agreement, (ii) expiration date of the Term, (iii) the duration of any Renewal Terms, and/or other reasonable terms consistent with this Agreement.

19.7 All Exhibits referred to herein are incorporated herein for all purposes.

19.8 Landlord shall make a diligent and good faith effort to obtain a Nondisturbance Agreement for the benefit of Tenant from each lender with a security interest recorded upon the title to the Site at the time of execution of this Agreement.

19.9 This Agreement constitutes the entire Agreement between the parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

19.10 Landlord agrees not to disclose, without the written consent of Tenant, any of the terms of this Agreement or any other written agreement between the parties relating to the privileges granted herein,

except as required by governmental authority, in which case Landlord shall inform Tenant prior to divulging such information.

19.11 By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

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

LANDLORD:

City of Roseville,
a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Tax I.D.: _____

TENANT:

Clear Wireless LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

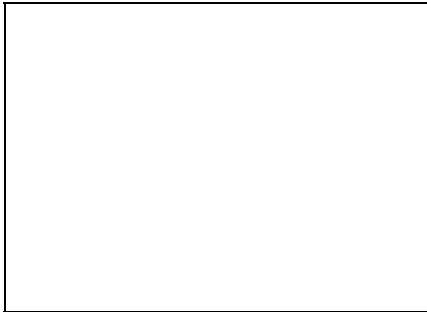
Date: _____

[Notary block for a Landlord]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Roseville, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Clear Wireless LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated _____, 20____, by and between City of Roseville, a municipal corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

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

APN: 09.29.23.24.0002

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

The South 200' of the North 266' of the West 377' of the East 410' of the Southeast quarter of the Northwest quarter of Section 9, Township 29, Range 23..

EXHIBIT B

Page 1 of 3

DESCRIPTION OF PREMISES

to the Agreement dated _____, 20__, by and between City of Roseville, a municipal corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

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

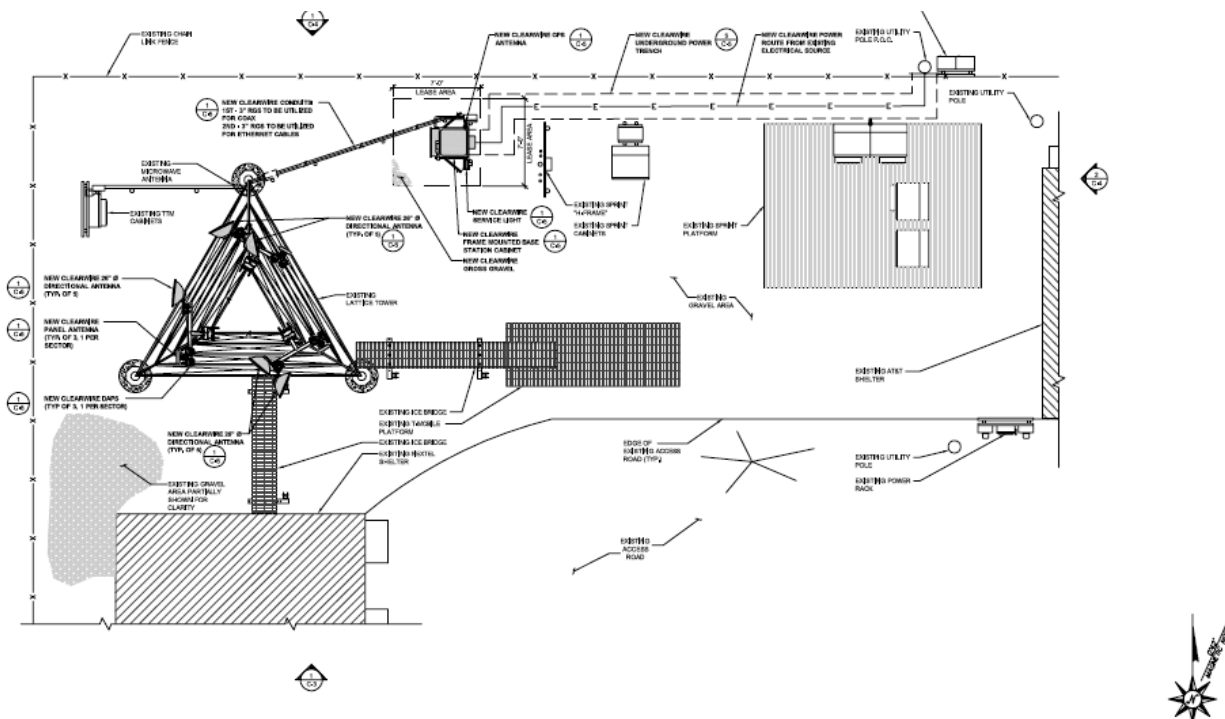


EXHIBIT B

Page 2 of 3

DESCRIPTION OF PREMISES

v. 5-22-06

DESCRIPTION OF PREMISES

Notes:

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

EXHIBIT C

COMMUNICATIONS FACILITY

to the Agreement dated _____, 20__, by and between City of Roseville, a municipal corporation, as Landlord, and Clear Wireless LLC, a Nevada limited liability company, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Wireless Legal LLC
400 Carillon Point
Kirkland, WA 98033
Attn: Property Manager

**MEMORANDUM OF AGREEMENT
APN: 09.29.23.24.0002**

This MEMORANDUM OF AGREEMENT is entered into on _____, 200____, by City of Roseville, a municipal corporation, with an address at 2660 Civic Center Drive, Roseville, MN, 55113 (hereinafter referred to as "**Owner**" or "**Landlord**") and Clear Wireless LLC, a Nevada limited liability company, with an address at 4400 Carillon Point 0, Kirkland, WA 98033 (hereinafter referred to as "**Clearwire**" or "**Tenant**").

1. Owner and Clearwire entered into a Communication Tower Agreement ("**Agreement**") dated as of _____, 200____, effective upon full execution of the parties ("**Effective Date**") for the purpose of Clearwire undertaking certain Investigations and Tests and, upon finding the Property appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Clearwire's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or nine (9) months following the Effective Date, whichever first occurs ("**Term Commencement Date**"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Premises**") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

City of Roseville,
A municipal corporation

By: EXHIBIT ONLY – DO NOT EXECUTE

Name: _____

Title: _____

Date: _____

TENANT:

Clear Wireless LLC,
A Nevada limited liability company

By: EXHIBIT ONLY – DO NOT EXECUTE

Name: _____

Title: _____

Date: _____

[Notary block for Landlord]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the City of Roseville, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

**EXHIBIT ONLY – DO NOT
EXECUTE**

(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Clear Wireless LLC, a Nevada limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

**EXHIBIT ONLY – DO NOT
EXECUTE**

(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

DATE: 1/11/2010

ITEM NO: 12.b

Department Approval:



City Manager Approval:



Item Description: Request by Clearwire, LLC for approval of a 150-foot telecommunication tower at City Hall Campus, 2660 - 2661 Civic Center Drive, as a **Conditional Use (PF09-031)**

1.0 REQUESTED ACTION

Clearwire is requesting approval of the erection of a 150-foot-tall telecommunication tower on the City Hall Campus as a CONDITIONAL USE, pursuant to §1013 (General Requirements) and §1014 (Conditional Uses) of the City Code.

Project Review History

- Application submitted and determined complete: October 9, 2009
- Sixty-day review deadline: December 8, 2009
- Planning Commission recommendation (6-0 to approve): November 4, 2009
- Project report prepared: January 6, 2010
- Anticipated City Council action: January 11, 2010

2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission to approve the proposed CONDITIONAL USE, subject to certain conditions; see Section 9 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

Adopt a resolution approving the proposed CONDITIONAL USE, pursuant to §1014.01 (Conditional Uses) of the City Code, subject to conditions; see Section 10 of this report for the detailed action.

4.0 BACKGROUND

4.1 City of Roseville owns the property at 2660 Civic Center Drive, which has a Comprehensive Plan designation of Institutional (IN) and a zoning classification of Park & Open Space (POS).

4.2 This CONDITIONAL USE request has been prompted by the applicant's desire to erect the tower, convey it to the City, and lease space for their wireless Internet equipment on and at the base of the tower, which makes the City a potential partner in the application in addition to being the landowner. For this reason, the comments of several departments and divisions of City staff have been included in this report.

4.3 The City Council originally reviewed this proposal at its meeting of November 16, 2009; an excerpt of the meeting minutes are included with this staff report as Attachment E. Because Councilmembers were uncertain whether the proposed location for the telecommunication facility was the best option on the City Hall Campus, the Council tabled the discussion to give the applicant time to work with staff to reevaluate other possible locations on Campus, focusing on the area in and around the Public Works yard. A possible alternative location was identified between the Public Works yard and Woodhill Drive; illustrations of this possible alternative location are included with this staff report in Attachment C, and is further discussed in this report.

5.0 INFORMATION TECHNOLOGY COMMENTS

5.1 Terrence Heiser, Director of Information Technology (IT), explained that Clearwire provides both fixed (i.e., home) Internet access as well as mobile access. Once their system is deployed in the metro area subscribers will be able to take their Internet connection with them if they have a notebook computer, and Twin Citians will have another option in addition to Qwest DSL or Comcast Cable Modem for Internet access. To accomplish this, Clearwire will need hundreds of sites throughout the metropolitan area. Current tower owners were contacted first and, to fill in the holes, Clearwire is exploring the development of new towers, making the question less about *whether* such towers will appear and more about *where* they will be installed.

5.2 The current communication technology being used by Clearwire is being called Wi-Max"; a Wi-Max antenna can cover a radius of .3 to 1.2 miles. Given this coverage it is expected that there will be 7 - 9 antenna sites in or around Roseville. Clearwire is specific about the elevation, keeping the antennas about 120' from the ground: in Roseville (and most suburban communities) this creates a challenge since there are very few 10-story buildings on which to attach antennas. So they need to find free-standing towers. Currently there are 5 free-standing towers in Roseville, three of which are owned by the City and the other two owned by AT&T.

5.3 Roseville has completed applications to co-locate Clearwire antennas on two of the City's exiting towers: Fairview (Fire Station #2) and Alta Vista (Reservoir Woods). An engineering analysis has indicated that the third tower – on City Hall Campus, next to the Public Works garage – is at its structural capacity and cannot accommodate the proposed equipment. Another tower on Campus, the former UHF/VHF transmitting/receiving tower adjacent to City Hall, is no longer active. This tower was also evaluated but, at only 80 feet in height, it does not meet Clearwire's needs. This is why a new tower is

62 being proposed. A 120-foot-tower would satisfy Clearwire's minimum height
63 requirements, but such height would most likely preclude other service providers from
64 co-locating on the tower. The proposed tower height is 150 feet, identical to the other
65 active communications tower on Campus.

66 5.4 Mr. Heiser strongly supports a tower at City Hall Campus not only because he is
67 routinely asked by residents about when city-wide wireless Internet service will be
68 available, but also because it would be of significant value in the City's own operations.
69 It would be used for backup wireless connections (pending funding for equipment) to the
70 water booster station, water tower, and Dale Fire Station. The tower would also
71 contribute to the plan to deploy wireless water meter reading that is currently being
72 reviewed by the water department. The project requires a "reader point" on Campus to
73 communicate with radios attached to homes. With the existing tower at capacity, the new
74 tower is key to this project. Finally, Mr. Heiser suggests making the removal of the
75 decommissioned UHF/VHF tower a condition of the approval of the proposed tower.

76 5.5 In comparing the proposed tower location with the potential alternative location, Mr.
77 Heiser has the following comments:

- 78 a. The proposed location is in closer proximity to City Hall and will reduce the
79 installation cost of future city owned radio equipment on the tower.
- 80 b. Servicing a tower in the proposed location can be accomplished from the City
81 Hall parking lot. The alternate location on Woodhill Drive would require the
82 crane truck to operate from the street, although this may not a major concern as
83 Woodhill Drive is a 4 lane road in that area, so vehicle movement would not be
84 greatly impacted.
- 85 c. The proposed location provides more opportunities for expanding the use of the
86 tower since there is more ground space available than at the alternate location.
87 This, however, may have been among the Councilmembers' concerns in that the
88 site may become cluttered with equipment and that what is approve today might
89 not be the same in the future.
- 90 d. Despite the advantages of the proposed location, the alternate site is a viable
91 location as well. Depending on the future of the Fire Station building, the
92 alternate location might be preferable in terms of expanding the ground space
93 size. Without a building directly to the east of the pole, any expansion of ground
94 space can be accomplished by moving east; absent the removal of the building,
95 equipment can still be added directly to the north of the pole, along the eastern
96 wall of the Public Works yard.

97 5.6 Whichever location is ultimately selected, Mr. Heiser stresses the importance of
98 expeditiousness in the decision. Once the City commits to a location, Clearwire can
99 return with exact site sketches and a lease agreement for Council review at an upcoming
100 meeting – ideally before the end of January.

101 6.0 PUBLIC WORKS COMMENTS

102 Duane Schwartz, Public Works Director, indicated that the Public Works Department is
103 supportive of the City Hall Campus location because it will not necessarily impede future

use of this site and it does not negatively impact our operations or maintenance of the site.

7.0 COMMUNITY DEVELOPMENT COMMENTS

7.1 Section 1013.10A1 (City-Owned Towers) allows telecommunication towers that are owned by the City as permitted uses in business and industrial districts or as CONDITIONAL USES in all other zoning districts. This provision allows Clearwire to erect a tower, convey ownership of the tower to Roseville, and lease the tower and ground space required for their telecommunication equipment on City Hall Campus as a CONDITIONAL USE in the POS zoning district.

7.2 Section 1013.10A3 (Collocation on City Sites) further requires that new telecommunication equipment be mounted on existing towers when it is “technically feasible” to mount the new equipment among or around existing equipment. As noted above, collocation on an existing tower on City Hall Campus is not technically feasible, but this Code provision supports the proposed 150-foot height to enable collocation on the new tower, minimizing the total number of towers on the site as future telecommunication service providers utilize the same location.

7.3 Section 1014.01 (Conditional Uses) of the City Code requires the Planning Commission and City Council to consider the following criteria when reviewing a CONDITIONAL USE application:

- a. Impact on traffic;
- b. Impact on parks, streets, and other public facilities;
- c. Compatibility of the site plan, internal traffic circulation, landscaping, and structures with contiguous properties;
- d. Impact of the use on the market value of contiguous properties;
- e. Impact on the general public health, safety, and welfare; and
- f. Compatibility with the City’s Comprehensive Plan.

7.4 **Impact on traffic:** The Planning Division has determined that an increase in traffic volume or impact to traffic flow due to the installation of a tower in either of the locations being discussed will not be a significant issue given that such a facility is not the origin or destination of vehicle trips beyond the initial construction and occasional maintenance.

7.5 **Impact on parks, streets and other public facilities:** The Planning Division has determined that the only potential impact of a telecommunications tower on the City’s parks, streets, and/or other facilities would be aesthetic, aside from minor, periodic disruptions to traffic on Woodhill Drive if the alternate location is selected. While nothing can be feasibly done to mask the tower itself, the applicant proposes to screen ground-mounted equipment in an enclosure that matches the City Hall building itself.

7.6 **Compatibility ... with contiguous properties:** A tower in either of the locations considered would not change the circulation on the property. While another 150-foot tower on the City Hall Campus might not be aesthetically compatible with the residential uses across Lexington Avenue and County Road C, Planning Division staff believes that

145 the proposed use (i.e., the provision of wireless Internet service itself) would be
146 welcomed by most property owners as a residential amenity.

147 **7.7 Impact of the use on the market value of contiguous properties:** Planning Division
148 staff is unaware of existing market analyses indicating that telecommunications towers
149 like the one currently proposed have a negative impact on the value of properties that are
150 already adjacent to railways, major roadways and electrical transmission towers.

151 **7.8 Impact on the general public health, safety, and welfare:** The Planning Division is
152 unaware of any negative impacts on the general public health, safety, and welfare caused
153 by the provision of wireless Internet service as proposed. Moreover, the Federal
154 Communications Commission (FCC), which is the regulating authority for
155 communications equipment like what is currently proposed, prohibits a local government
156 from denying equipment which complies with FCC technical requirements for reasons
157 pertaining to health.

158 **7.9 Compatibility with the City's Comprehensive Plan:** Although the primary use of the
159 proposed tower is commercial in nature, it would also provide wide-spread benefits of
160 wireless Internet service as well as additional technology infrastructure for City
161 operations, which Planning Division staff believes to be consistent with the
162 Comprehensive Plan's guidance of the property for institutional uses.

163 **8.0 PUBLIC HEARING**

164 The duly noticed public hearing for the CONDITIONAL USE application was held by the
165 Planning Commission on November 4, 2009. No communication was received from the
166 public before or after the public hearing. One person in attendance inquired whether the
167 equipment proposed for the City Hall Campus would improve the cellular phone service
168 in the neighborhood to the south of Acorn Park; the response to this question indicated
169 that new or modified telecommunications equipment at the City Hall Campus would not
170 appreciably improve the cellular phone service in that area. Terre Heiser, Roseville's
171 Director of Information Technology, and Tony Vavoulis, the applicant's representative,
172 answered Planning Commissioners' questions about why the proposed tower site was
173 selected over other potential locations that might have less visual impact and how the
174 tower could be of benefit to regular City operations. Draft minutes of the public hearing
175 are included with this staff report as Attachment D.

176 **9.0 RECOMMENDATION**

177 **9.1** In its review of the CONDITIONAL USE application, the Planning Commission found that a
178 telecommunication tower in the proposed location would not have adverse impacts
179 pertaining to the criteria to be considered with such requests and voted unanimously (i.e.,
180 6-0) to recommend approval of the proposed CONDITIONAL USE.

181 **9.2** Based the general consensus of City staff in continued support of the proposed location
182 (as opposed to the possible alternate location) of the telecommunication tower indicated
183 in Sections 5-6 of this report and the findings outlined in Section 7 of this report, the
184 Planning Division supports the recommendation of the Planning Commission, subject to
185 the following conditions:

- 186 **a.** The applicant shall provide documentation demonstrating that Clearwire's
187 equipment will operate within the technical requirements of the Federal
188 Communications Commission;
- 189 **b.** The tower and enclosure surrounding the ground-mounted equipment shall be
190 located in the proposed location as shown in the plans included with this report as
191 part of Attachment C;
- 192 **c.** The top of the proposed monopole tower shall not be higher than 150 feet above
193 the grade at the base of the structure;
- 194 **d.** The enclosure surrounding the ground-mounted equipment shall be 20-feet-by-
195 20-feet in area, 6-and-a-half feet in height, and shall have exterior materials that
196 are similar to the nearby City Hall building;
- 197 **e.** External lights (i.e., those not integral to the equipment itself) shall not be
198 installed on the tower or equipment;
- 199 **f.** Any wiring serving the equipment shall be buried; and
- 200 **g.** The existing, decommissioned UHF/VHF tower shall be removed prior to the
201 construction of the proposed tower.

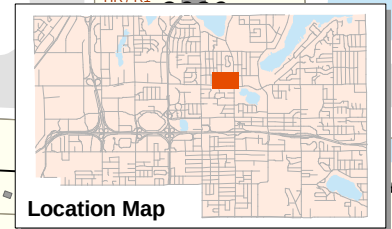
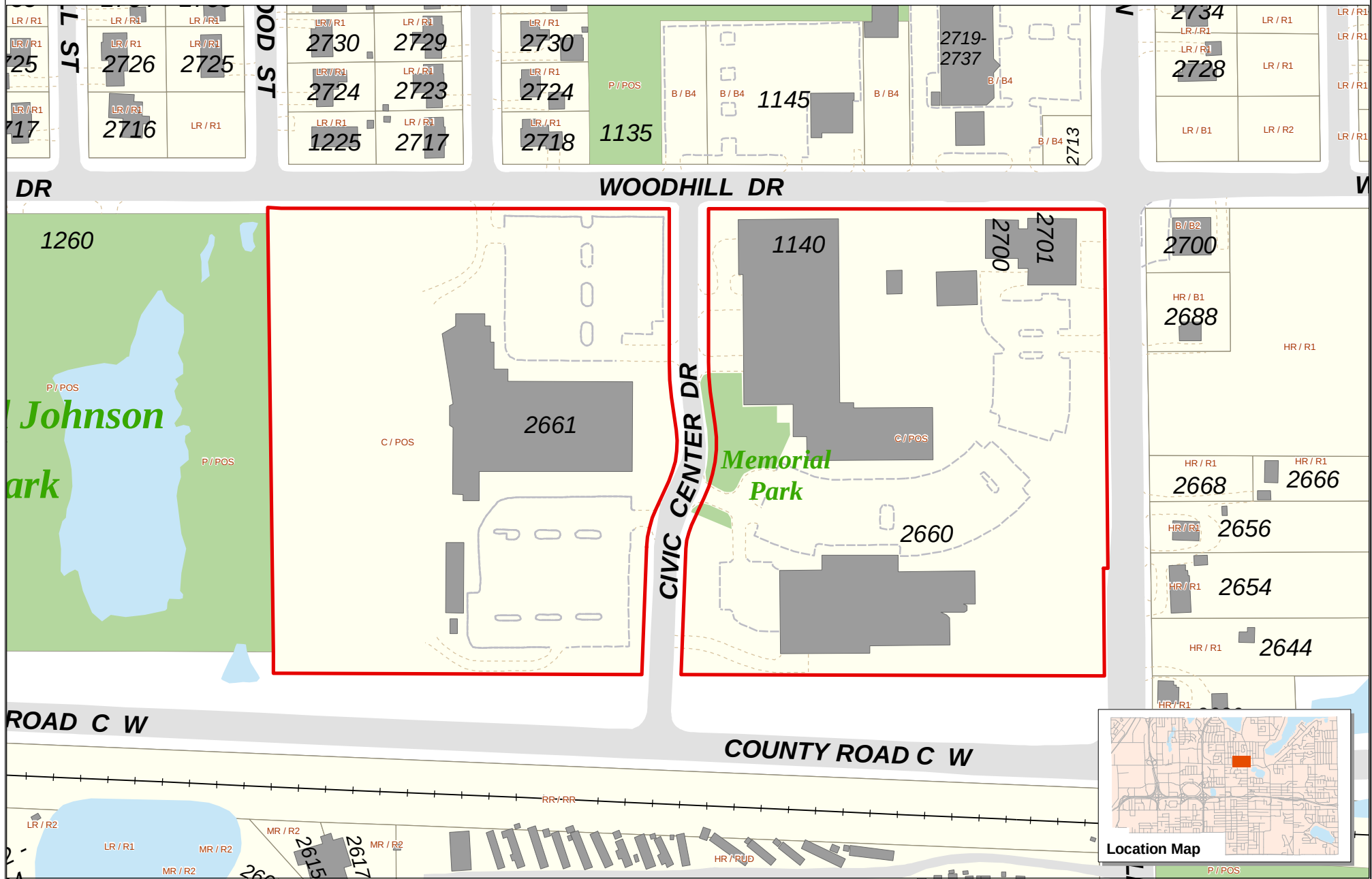
202 **10.0 SUGGESTED ACTION**

203 **Adopt a resolution approving the proposed CONDITIONAL USE** for Clearwire, LLC to
204 allow the construction of a 150-foot telecommunication tower at 2660 Civic Center
205 Drive, based on the comments and findings of Sections 4-8 and the conditions of Section
206 9 of this report.

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

Attachments:	A: Area map	D: 11/4/2009 Planning Commission minutes
	B: Aerial photo	E: 11/16/2009 City Council minutes
	C: Proposed/alternate plans	F: Draft resolution

Attachment A: Location Map for Planning File 09-031



Prepared by:
Community Development Department
Printed: October 30, 2009



Site Location

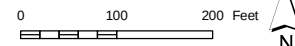
Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (9/29/2009)
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.



mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 09-031



Prepared by:
Community Development Department
Printed: October 30, 2009



Site Location

Data Sources

* Ramsey County GIS Base Map (9/28/2009)

* Aerial Data: Pictometry (4/2008)

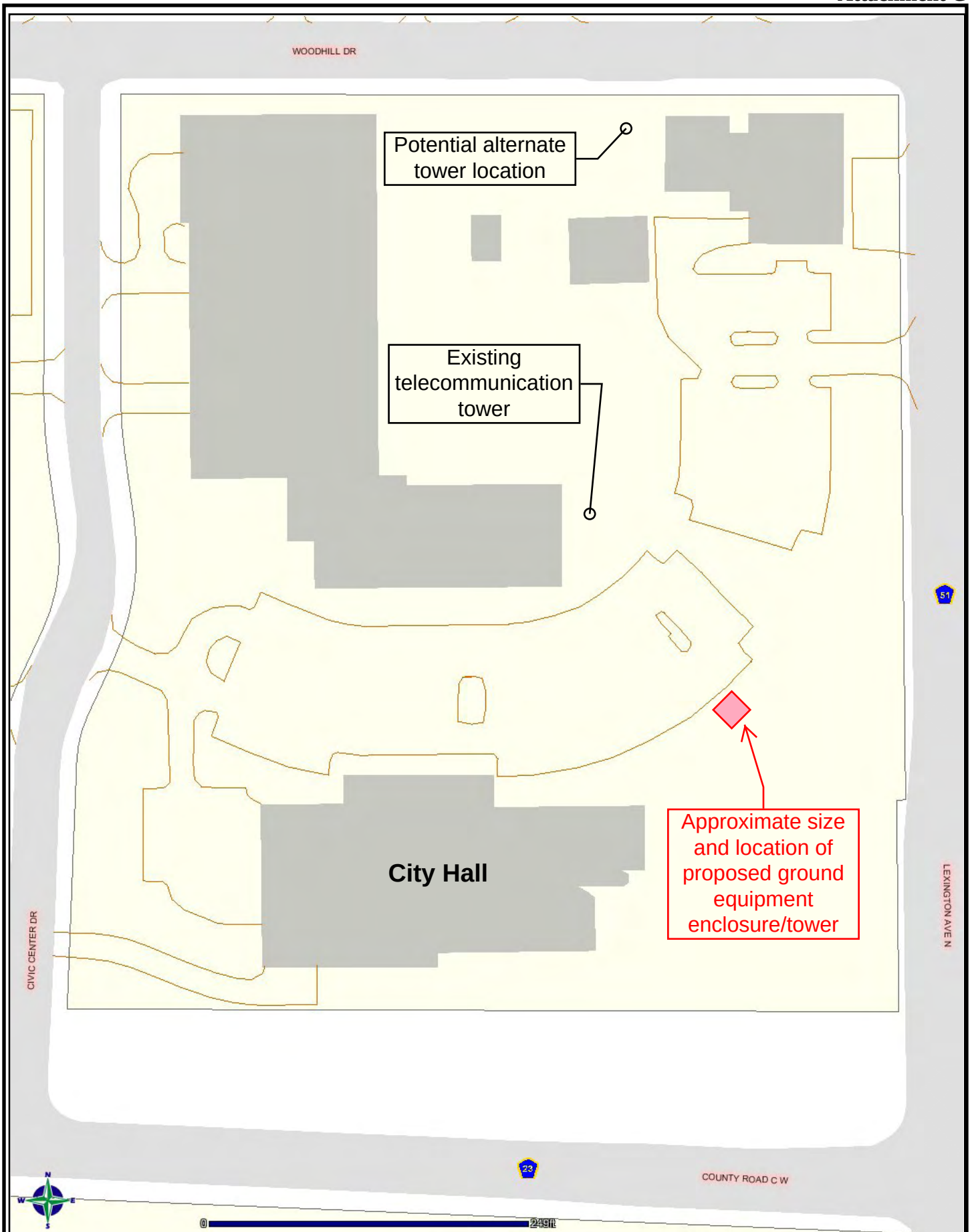
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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0 50 100 150 200 Feet





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SOURCES: City of Roseville and Ramsey County, The Lawrence Group; October 5, 2009 for City of Roseville data and Ramsey County property records data,

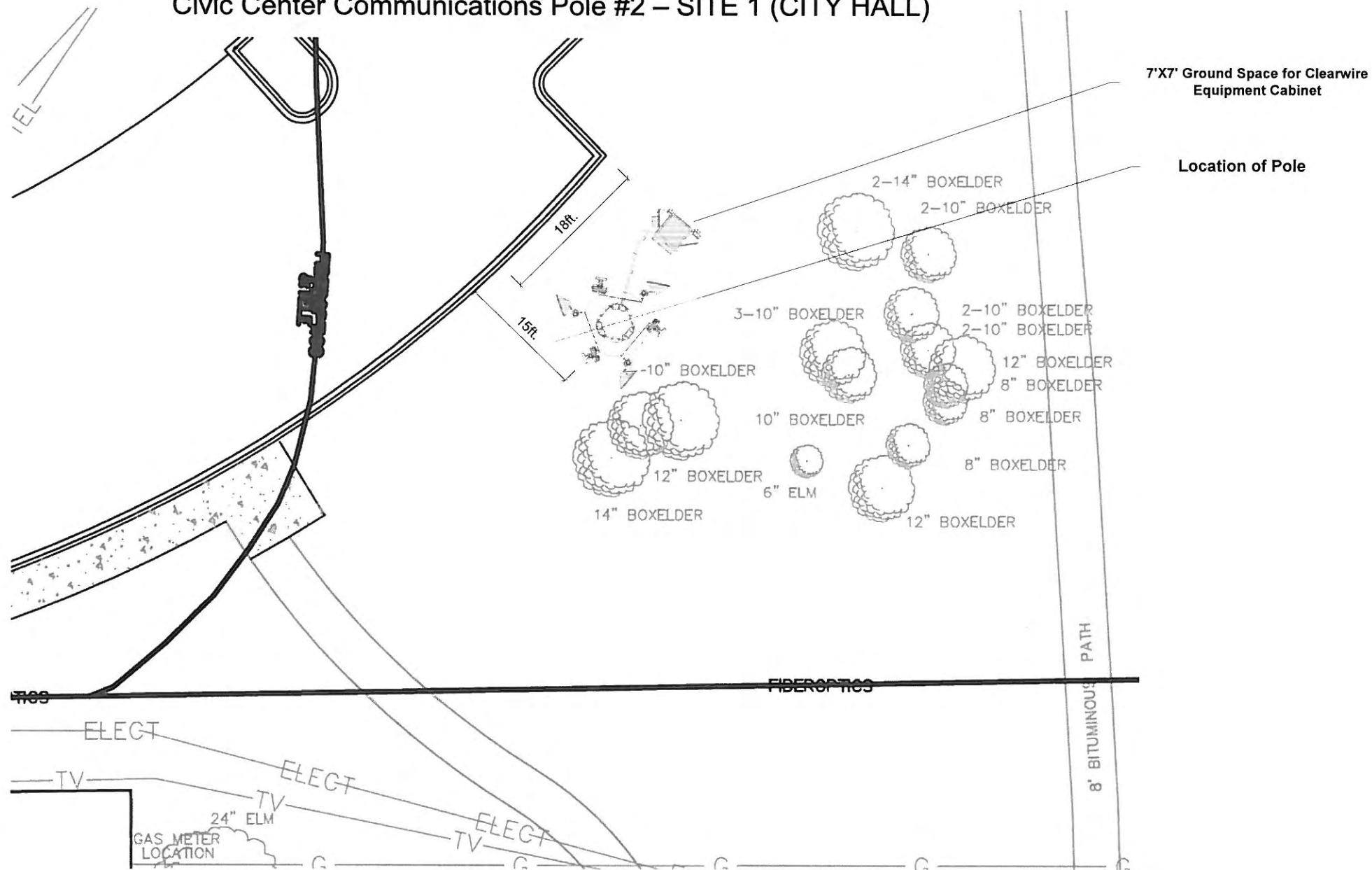


SITE 2 (Woodhill)

SITE 1 (City Hall)

Civic Center Communication Pole #2

Civic Center Communications Pole #2 – SITE 1 (CITY HALL)





SITE 1 - Civic Center Campus – Current View facing East



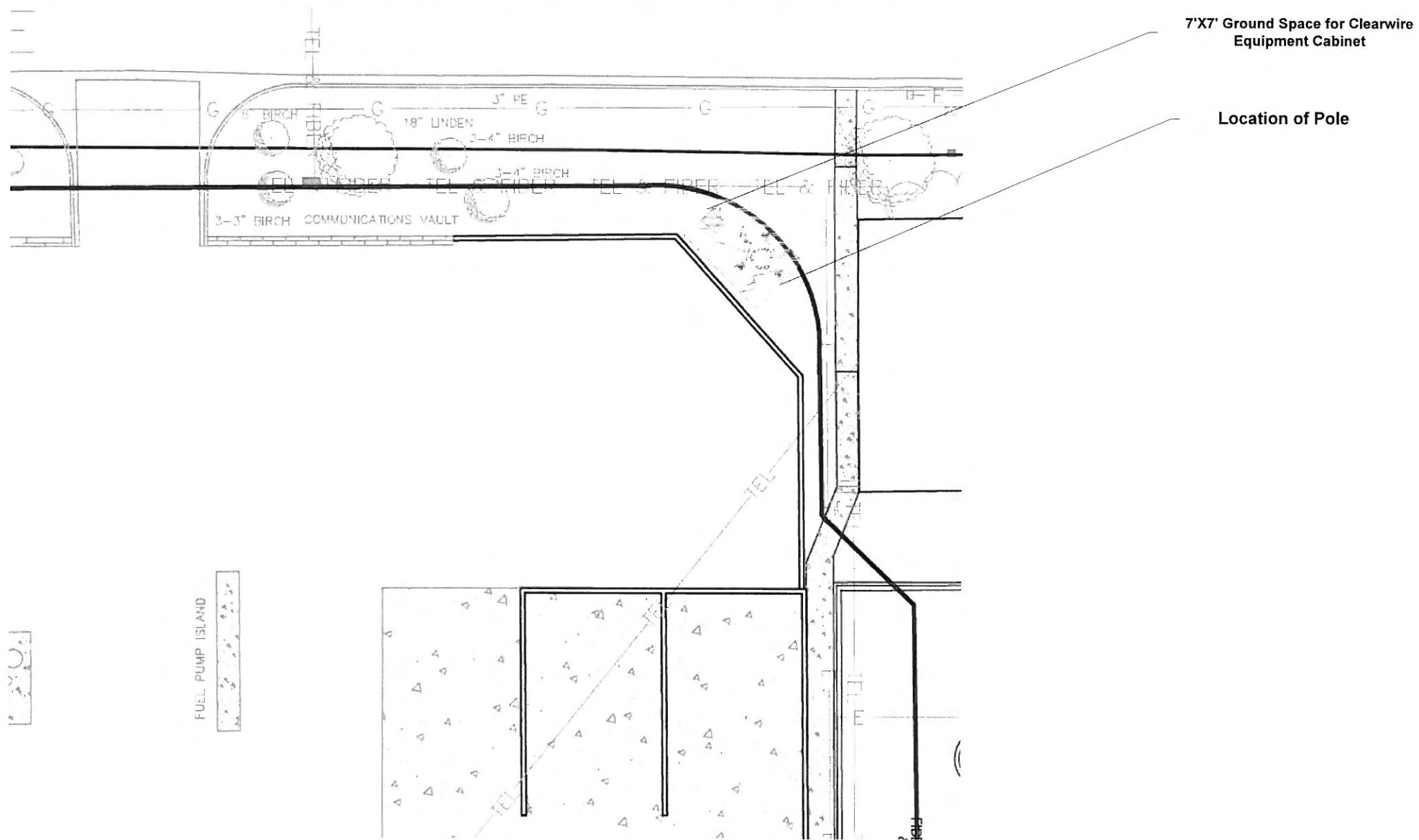
SITE 1 - Civic Center Campus – Proposed 150' Wireless Telecommunications Pole





SITE 1: Additional Photo-simulation - Ground View in parking lot.

Civic Center Communications Pole #2 – SITE 2 (WOODHILL DRIVE)





SITE 2 - Civic Center Campus Pole – Current View from Public Works Yard



SITE 2 - Civic Center Campus Pole – Base section of 150' pole at ground view in yard.





SITE 2: Additional Photo-simulation - Viewing northwest from Fire Station driveway (Lexington)



Planning File 09-031**Request by Clearwire, LLC for approval of a 150-foot telecommunication tower on the City Hall Campus, 2660 – 2661 Civic Center Drive, as a Conditional Use, pursuant to City Code, Sections 1013 (General Requirements) and 1014 (Conditional Use)**

Chair Doherty opened the Public Hearing for Planning File 09-031 at 7:02 p.m.

Mr. Lloyd reviewed the request of the applicant for a Conditional Use to erect the tower, convey it to the City, and lease space for their telecommunication equipment on and at the base of the tower; making the City a potential partner in the application in addition to its being the landowner. Mr. Lloyd advised that Clearwire provides fixed Internet access as well as mobile access; and that this was only one of several hundred proposed towers at sites throughout the metropolitan area; with current tower owners contacted before exploring development of new towers. Mr. Lloyd advised that the existing monopole on the City Hall campus was already at capacity, thus the proposal to construct an additional tower at the proposed location.

Mr. Lloyd advised that staff was unable to find any significant negative impact, with wireless transmission equipment providing immediate benefit to City operations, and allowing for potential future benefit for wireless meter reading and other technology.

Mr. Lloyd advised that staff in several City departments supported the requested action; and staff recommended APPROVAL of the request by Clearwire, LLC for construction of a 150-foot telecommunication tower on the City Hall Campus, 2660 – 2661 Civic Center Drive as a CONDITIONAL USE, pursuant to City Code, Section 1014.01, and subject to conditions as detailed in Section 9 of the staff report dated November 4, 2009.

Discussion among staff and Commissioners included clarification of the actual height of the existing tower (150'); similarity of construction to the existing tower; and review of proposed locations other than that being considered, and rationale for dispensing with those other locations.

Further discussion included economic incentives for the City to support this new tower; with that potential acknowledged based on lease payments and additional revenues that would provide economic incentives; however, noting that the recommendation at the Planning Commission level needed to be focused on strict land use considerations; with the City Council ultimately considering financial incentives and final approval. Staff advised that, if the request was approved, a contract would need to be negotiated by other City staff with ultimate approval of any such contract by the City Council.

Commissioner Doherty opined that, if it was not good economically for the City, he was unsure of his support for the request.

Mr. Lloyd suggested that, even if there were no revenue gains from construction of the tower, the City could realize operational benefits for their wireless needs.

Mr. Paschke suggested that the discussion refocus on the land use.

Commissioner Boerigter concurred, noting that the Planning Commission's charge should focus only on viable land use applicability; and the need for the City Council to make a determination, after that land use approval, whether the tower was economically feasible.

Terre Heiser, City of Roseville's Director of Information Technology (IT)

Mr. Heiser spoke to consideration of other sites on campus, five (5) in all; with two (2) in the OVAL parking lot directly on County Road C, with one location considered in the southwest corner, and one location in the southeast corner; another site on the northwest corner of the Public Works garage along Woodhill Drive; and another behind the existing Public Works salt storage facility. Mr. Heiser noted that the OVAL parking locations would have necessitated elimination of parking spots (8) and restricting and/or impacting traffic flow within the lot. Mr. Heiser advised that the other location along Woodhill Drive, following subsequent review by the Fire Department, Public Works Department, City Manager, and IT staff, would have required realignment of a driveway, which would increase its slope and create problematic access to accommodate equipment. Mr. Heiser advised that the preferred location behind the salt storage lot was problematic since it was currently fully occupied by equipment and construction materials, with no other available storage location. Mr. Heiser noted that, if Fire Station No. 1 had been removed by now, that site could have been considered; however, he noted that this would also seriously restrict any future campus expansion for another facility.

Mr. Heiser advised that the proposed location provided enough distance between the two towers to prevent interference between them; with the location chosen based on the parking lot location and pathway and driveway access, as well as the locations of the existing tower and other visible elevations (i.e., high voltage power lines).

Mr. Heiser addressed the currently extended tower, and existing service providers and the over \$100,000 in annual revenue realized by the City from that pole. Mr. Heiser advised that engineering analyses put the existing tower at full capacity, creating another issue for existing providers for the next generation of technology, and their pending need to address that even on the current tower. Mr. Heiser advised that the proposed new tower could help accommodate expansion needs of users on the existing tower.

Mr. Heiser clarified that the contract would be negotiated before City Council action on this request; with the City Council ultimately having approval rights of the contract, with that consideration providing a full financial and benefit analysis. Mr. Heiser noted that the City currently realized revenue from the City Hall Campus tower, as well as towers at the Fairview water tower, and AltaVista, with current revenues of about \$375,000 in total.

Discussion between staff and Commissioners included other tower capacities and their 3-legged construction and height of 180' versus the proposed 150' monopole on the City Hall Campus; desire of this applicant and other providers to locate on existing sites, rather than to pursue less cost-effective construction and time-consuming land use approvals; needs in the area to complete cellular and wireless networks to provide improved coverage for users; additional proposal coming before the Commission at tonight's meeting for consideration of a tower in Acorn Park; and screening and construction materials for the ground equipment.

Applicant Representative, Tony Vavoulis, (740 Linwood Avenue, St. Paul)

Mr. Vavoulis advised that the proposed monopole structure was simple; that negotiations were being initiated with City staff, with Clearwire, if this application was approved, building the tower and then transferring ownership to the City, with the City then having full rights to lease space to whomever the City wished, based on conditions protecting Clearwire's transmission requirements with those of future users; with Clearwire recovering their initial investment through lower lease rates, but ultimately making lease payments similar to other providers. Mr. Vavoulis noted that these contract negotiations were separate from tonight's land use request.

Mr. Vavoulis advised that Clearwire was currently looking at space on the Fairview tower, with leases in their final form, as well as at AltaVista; with both contracts being presented to the City Council in the near future for their consideration. Mr. Vavoulis advised that, in addition to the other request on tonight's agenda (at Acorn Park), Clearwire was considering one other private existing monopole in the City that they were hoping to co-locate on, with their company considering four hundred (400) locations throughout the overall metropolitan area to provide high power wireless Internet service network.

Discussion between Mr. Vavoulis and Commissioners included types of users on each tower; City Code provisions preferring multi-user towers to avoid additional towers; negotiations of future potential users on the tower would involve the City, not Clearwire; estimated distance of one-and-a-half to two miles from the City Hall Campus to Acorn Park; maximum signal radius distance as detailed in Section 5.2 of the staff report; the overall grid used by Clearwire to determine antennae locations for best coverage; lower power of Internet networks than that of cellular requiring a tighter grid; and the original request of Clearwire for a 120' tower at Acorn Park.

Mr. Vavoulis advised that Clearwire only needed a maximum height of 120'; but in attempting to work with the City, based on their Code for multiple users; and their business model in seeking revenue potential, the City was requesting the higher tower (150') to provide a viable product in the market to host multiple users.

Commissioner Wozniak sought clarification from Mr. Heiser on technological benefits to the City's Public Works crews in obtaining wireless Internet service at either of the proposed towers or others within the City.

Mr. Heiser advised that the City's Water Department had been exploring for years the possibility of AMR for wireless reading of water meters, a task still performed manually by personnel. Mr. Heiser noted that there were a number of products developed over the last few years, allowing for more efficient monitoring of various equipment (e.g., lift stations) within the City; with the City's IT Department more involved in supervisory management of the City's SCADA system for the monitoring. Mr. Heiser further noted that, in addition to the City itself, Roseville supported twenty (20) other cities on their IT network, and involved with each of those cities in monitoring their equipment as well, requiring central locations throughout the community to communicate with home readers. Mr. Heiser advised that the City of Roseville's northwest quadrant was still a challenge, and would probably require a cooperative agreement with the City of St. Anthony or the City of New Brighton to accommodate wireless reading of those meters, since the Fairview water tower didn't have the required "signal reach". Mr. Heiser noted that, among those twenty (20) cities dependent on the City of Roseville's IT Department, that encompassed over sixty-five (65) buildings, as far away as Forest Lake and Lake Elmo, and included fiber construction to the Roseville Area School District as part of the overall City of Roseville network. Mr. Heiser noted that fiber optic access was limited by funding, and made wireless communication a much more economic and available option.

Mr. Heiser advised that, while the City is attempting to take advantage of business opportunities for additional revenue sources and keeping taxes as reasonable as possible, it was also attempting to keep the need for 150' towers to a minimum.

Chair Doherty requested that Mr. Heiser remain for the next Public Hearing on Acorn Park as well.

Public Comment

Sarah Heikkila, 2500 Matilda Street (south of Acorn Park)

Ms. Heikkila requested if and how a tower at City Hall would improve service and if it could accommodate other service providers to avoid a tower located at Acorn Park.

Mr. Heiser responded that the City Hall tower would allow them to move from the existing tower to the proposed tower, if approved; and noted that providers based their coverage needs on terrain, trees, and other buildings within their coverage radius but would not significantly affect service near Acorn Park.

Mr. Heiser encouraged residents having issues or questions about their service to communicate that to Roseville's IT staff, as the City had contact with many tower operators, and if residents were aware of dead spots, the City could alert the operators' engineers. Mr. Heiser advised that his contact information was available on the City website, and advised he would welcome e-mails and comments from residents.

Chair Doherty closed the Public Hearing at 7:43 p.m.

MOTION

Member Boerigter moved, seconded by Member Doherty to RECOMMEND TO THE CITY COUNCIL APPROVAL of the CONDITIONAL USE for Clearwire, LLC to allow the construction of a 150' telecommunication tower at 2660 Civic Center Drive; based on the information and comments of Sections 4-7, and the conditions of Section 8 of the project report dated November 4, 2009.

Commissioner Wozniak questioned whether any lights were needed to avoid air traffic.

Mr. Vavoulis advised that towers under 200' did not require lights; and further advised that the proposed tower(s) were out of any restricted areas for airports.

Ayes: 6

Nays: 0

Motion carried.

Approve the Request by Clearwire, LLC for approval of a Conditional Use for a 150 foot telecommunication tower at City Hall Campus (PF09-031)

Community Development Director Patrick Trudgeon summarized the request of Clearwire for erection of a 150' tall telecommunication tower on the City Hall Campus as a CONDITIONAL USE, with staff recommending approval, with concurrence of the Planning Commission. Mr. Trudgeon clarified that this was a land use issue before the City Council at this time, along with the City serving in their role as property owner. Mr. Trudgeon advised that staff's recommendation for approval was based on whether it met code, Conditional Use criteria, and was predicated on staff's analysis as detailed in Section 7 of the report dated November 16, 2009. Mr. Trudgeon advised that, if approved, future discussion by the City Council on lease terms and other items would then be forthcoming. Mr. Trudgeon noted that a representative of Clearwire was present at tonight's meeting.

Discussion included lack of public comment at the Planning Commission Public Hearing related to this request, and focused on the proposed tower at Acorn Park.

Councilmember Pust expressed concern on the proposed location of the tower on the campus and visual aesthetics; opining that there must be another location on campus that would accommodate the tower and be less visible; while speaking in support of the commercial enterprise. Councilmember Pust spoke in opposition to this proposed location, opining that it would be an eyesore and that she didn't want that presentation to the community.

Mr. Trudgeon reviewed four other locations on campus that were considered by several staff members, with this being the recommended location.

Mayor Klausing recognized Councilmember Pust's concerns, and the original requirement that the towers be located on public land to allow greater control and discretion as to their locations.

Mr. Trudgeon advised that they were not required to be located on public land, but as a Conditional Use on industrial, business or commercial properties as well.

Mayor Klausing noted that the City would lose revenue if the tower were located on land other than public land; however, noted that that this didn't factor into the land use analysis and understood the aesthetic issues, while recognizing the viability of them as a utility and needing accommodation. Mayor Klausing questioned whether the balance in additional revenue served as a trade-off for aesthetics, in addition to providing a public service.

Councilmember Johnson opined that, while supporting the tower on campus, aesthetically this was the worst possible location and suggested consideration be given to placing the tower within the Public Works yard.

Tony Vavoulis, Clearwire Representative

Mr. Vavoulis summarized the review of four other sites on campus, with all, including the proposed location, driven by staff review and recommendation. Mr. Vavoulis noted that the existing tower had been determined to be at capacity structurally; and reviewed the needs in locating the firm's internet antenna evenly throughout the community, and their preference to co-locate on existing towers rather than constructing new towers.

Attachment E

Discussion among staff, Mr. Vavoulis and Councilmembers included various schematics of the tower in consideration of aesthetics; inability to increase the structural capacity of the existing tower based on engineering specifications; consideration of frequencies and potential conflicts; additional companies seeking to co-locate and applicable provisions; citizen needs to have a nice-looking City Hall campus versus commercial needs of Clearwire; and various perspectives of individual Councilmembers as to the aesthetics of the tower location.

Councilmembers concurred that they were supportive of working with Clearwire to find a space on campus to make it work, but not necessarily that location.

Pust suggested denial of this Conditional Use request.

Mr. Trudgeon suggested that, rather than denying the request, they table action to allow additional work between staff and the application for an alternate location; recognizing that as a land owner, the City Council would make the final decision.

Pust moved, Johnson seconded, TABLING consideration of a Conditional Use for locating a 150' telecommunication tower facility for Clearwire, LLC, for further staff discussion with the applicant on alternate locations on the City Hall campus.

Mayor Klausing encouraged individual Councilmembers to physically review the site and visual impacts of the proposed location from the street.

Roll Call

Ayes: Roe; Pust; Johnson; Ihlan; and Klausing.

Nays: None.

**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 held on the 11th day of January 2010, at 6:00 p.m.

The following Members were present: _____;
and the following Members were absent: _____.

Council Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION NO. _____
A RESOLUTION APPROVING A 150-FOOT TELECOMMUNICATION TOWER
FACILITY AS A CONDITIONAL USE IN ACCORDANCE WITH §1013.10 AND
§1014.01 OF THE ROSEVILLE CITY CODE FOR CLEARWIRE LLC AND CITY OF
ROSEVILLE (PF09-031)**

WHEREAS, City of Roseville owns the property at 2660 Civic Center Drive; and

WHEREAS, the subject property is legally described as:

**SECTION 3 TOWN 29 RANGE 23 PART S OF WOODHILL DRIVE OF SE 1/4 (SUBJ
TO RDS) IN SEC 3 TN 29 RN 23
PIN: 13-29-23-44-0031**

WHEREAS, Clearwire LLC in conjunction with the property owner seeks to allow the construction of a 150-foot telecommunication tower to be owned by City of Roseville, which is a conditionally permitted use in the applicable Park & Open Space Zoning District; and

WHEREAS, the Roseville Planning Commission held the public hearing regarding the requested CONDITIONAL USE on November 4, 2009, voting 6-0 to recommend approval of the request based on public comment and the comments and findings of the staff report prepared for said public hearing; and

WHEREAS, the Roseville City Council has determined that approval of the requested CONDITIONAL USE will not adversely affect the conditions on, or the value of, nearby properties and will not compromise the health, safety, and general welfare of the citizens of Roseville;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the request for a CONDITIONAL USE in accordance with Sections §1014.01 and §1013.10 of the Roseville City Code, subject to the following conditions:

- a. The applicant shall provide documentation demonstrating that Clearwire's equipment will operate within the technical requirements of the Federal Communications Commission;

- b.** The tower and enclosure surrounding the ground-mounted equipment shall be located as shown on the site plan included with this report as part of Attachment C;
- c.** The top of the proposed monopole tower shall not be higher than 150 feet above the grade at the base of the structure;
- d.** The enclosure surrounding the ground-mounted equipment shall be 20-feet-by-20-feet in area, 6-and-a-half feet in height, and shall have exterior materials that are similar to the nearby City Hall building;
- e.** External lights (i.e., those not integral to the equipment itself) shall not be installed on the tower or equipment;
- f.** Any wiring serving the equipment shall be buried; and
- g.** The existing, decommissioned UHF/VHF tower shall be removed prior to the construction of the proposed tower.

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

WHEREUPON said resolution was declared duly passed and adopted.

[illegible]

WITNESS MY HAND officially as such Manager this 11th day of January 2010.

(SEAL)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

DATE: 1/11/2010

ITEM NO: 12.c

Department Approval:



City Manager Approval:



Item Description: Request by Clearwire LLC for approval of a 125-foot telecommunication tower facility in Acorn Park, 266 County Road C, as a CONDITIONAL USE (PF09-032)

1.0 REQUESTED ACTION

Clearwire is currently requesting approval of the erection of a 125-foot-tall telecommunication tower at Acorn Park as a CONDITIONAL USE, pursuant to §1013 (General Requirements) and §1014 (Conditional Uses) of the City Code. While the initial installation would include only Clearwire, the tower will be designed to accommodate a height extension and the ground facilities are such that additional equipment can be installed with minimal impact to the aesthetics or use of the park; such future expansion, however, is not currently being considered and would need to be considered through a renewed conditional use approval process.

Project Review History

- Application submitted and determined complete: October 9, 2009
- Sixty-day review deadline: February 6 2010
- Planning Commission recommendation (4-1 to deny): January 6, 2010
- Project report prepared: January 7, 2010
- Anticipated City Council action: January 11, 2010

2.0 SUMMARY OF RECOMMENDATION

In contrast to the recommendation of the Planning Commission to deny the application, Planning Division staff recommends approval of the proposed CONDITIONAL USE, subject to certain conditions; see Section 9 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

Adopt a resolution approving the proposed CONDITIONAL USE, pursuant to §1014.01 (Conditional Uses) of the City Code, subject to conditions; see Section 10 of this report for the detailed action.

24 **4.0 BACKGROUND**

25 4.1 City of Roseville owns the property at 286 County Road C, which has a Comprehensive
26 Plan designation of Park & Open Space (POS) and an identical zoning classification of
27 Park & Open Space (POS).

28 4.2 This CONDITIONAL USE request has been prompted by the applicant's desire to erect the
29 tower, convey it to the City, and lease space for their telecommunication equipment on
30 and at the base of the tower, which makes the City a potential partner in the application in
31 addition to being the landowner.

32 **5.0 INFORMATION TECHNOLOGY COMMENTS**

33 5.1 During staff discussions, Terrence Heiser, Director of Information Technology, explained
34 that Clearwire provides both fixed (i.e., home) Internet access as well as mobile access.
35 Once their system is deployed in the metro area subscribers will be able to take their
36 Internet connection with them if they have a notebook computer, and Twin Citians will
37 have another option in addition to Qwest DSL or Comcast Cable Modem for Internet
38 access. To accomplish this, Clearwire will need hundreds of sites throughout the
39 metropolitan area in addition to several within Roseville's boundaries. Current tower
40 owners were contacted first and, to fill in the holes, Clearwire is exploring the
41 development of new towers, making the question less about *whether* such towers will
42 appear and more about *where* they will be installed and how continuous the wireless
43 network will be.

44 5.2 The current communication technology being used by Clearwire is being called Wi-
45 Max"; a Wi-Max antenna can cover a radius of .3 to 1.2 miles. Given this coverage it is
46 expected that there will be 7 - 9 antenna sites in or around Roseville. Clearwire is specific
47 about the elevation, keeping the antennas about 120' from the ground: in Roseville (and
48 most suburban communities) this creates a challenge since there are very few 10-story
49 buildings to attach antennas. So they need to find free-standing towers. Currently there
50 are 5 free-standing towers in Roseville, but the area around Acorn Park remains a critical
51 void.

52 5.3 A 125-foot-tower in the proposed location within Acorn Park would satisfy Clearwire's
53 minimum height requirements but, without the possibility of increasing the height of the
54 pole, such height would most likely preclude other service providers from co-locating on
55 the tower. And although none of the area's cellular providers indicated to Mr. Heiser an
56 immediate interest in installing transmission equipment in Acorn Park, the current
57 location was selected as a place in which additional providers' equipment could be
58 installed in the future with minimal marginal impact on the aesthetics or functionality of
59 the surrounding park.

60 **6.0 PARKS AND RECREATION COMMENTS**

61 6.1 Aside from suggesting the presently-proposed location as being most out-of-the-way with
62 respect to park users, Parks and Recreation Director, Lonnie Brokke, has indicated that
63 the Parks and Recreation Department is generally supportive of a tower in the proposed
64 Acorn Park location as long as:

- a. the initial tower is limited to 125 feet in height and a diameter that is similar to that of a hockey rink light pole;
- b. the color of the tower structure blends into the park setting; and
- c. the ground-mounted equipment be limited to a 7-foot-by-7-foot area in the proposed location.

6.2 Roseville's Parks and Recreation Commission reviewed the revised proposal for the telecommunication facility during its meeting of January 5, 2010. The Chair of the Parks and Recreation Commission, Bob Willmus, summarized the Commission's action in this way: "the Parks Commission voted down the Clearwire Proposal located at Acorn Park. With the onset of the Parks Master Planning, and the potential that this and many parks may be re-tasked the group did not feel it would be prudent to plan a park around this tower site."

7.0 COMMUNITY DEVELOPMENT COMMENTS

7.1 Roseville's zoning ordinances pertaining to telecommunication towers are as follows:

- a. Section 1013.10A4 (Commercial Towers – Non-City Sites) of the City Code allows privately-owned telecommunication towers as **CONDITIONAL USES** on private property zoned for business or industrial uses; privately-owned towers are prohibited in all other zoning districts. Clearwire's technological needs have led them to identify the area in or around the western end of Acorn Park as being a critical node in a wireless network, but there are no business or industrial districts in that area. The business-zoned properties along Rice Street are too far east to be considered as suitable alternatives to the proposed Acorn Park location.
- b. Section 1013.10A1 (City-Owned Towers) allows telecommunication towers that are owned by the City as permitted uses in business and industrial districts or as **CONDITIONAL USES** in all other zoning districts. This provision allows a service provider like Clearwire to erect a tower, convey ownership of the tower to Roseville, and lease the tower and ground space required for their telecommunication equipment within Acorn Park as a **CONDITIONAL USE** in the POS zoning district.
- c. Section 1013.10A3 (Co-location on City Sites) further requires that new telecommunication equipment be mounted on existing towers when it is "technically feasible" to mount the new equipment among or around existing equipment.

All of the above Code regulations work together to support a telecommunication tower as a **CONDITIONAL USE** in a City park, but to require that such a tower be owned by the City and accommodate multiple users when it's possible to do so. Although the initial tower is only to be 125 feet tall (in effect a single-user facility), Planning Division staff has determined that there is no technical barrier to increasing the height in the future to accommodate additional telecommunication service providers and, therefore, supports the current proposal as being consistent with the requirements of the zoning ordinances.

7.2 Planning Division staff has some concerns about the technical feasibility of requiring the diameter of the telecommunication pole to be similar to the light poles at the hockey rink, as recommended by the Parks and Recreation Department. Limiting the diameter in this fashion might be physically possible, but the existing light poles appear to be less than 33 feet in height whereas the proposed telecommunication pole would be 125 feet tall– and would be designed to be extended to accommodate other providers in the future.

7.3 REVIEW OF CONDITIONAL USE CRITERIA

Section 1014.01 (Conditional Uses) of the City Code requires the Planning Commission and City Council to consider the following criteria when reviewing a CONDITIONAL USE application:

- Impact on traffic;
- Impact on parks, streets, and other public facilities;
- Compatibility of the site plan, internal traffic circulation, landscaping, and structures with contiguous properties;
- Impact of the use on the market value of contiguous properties;
- Impact on the general public health, safety, and welfare; and
- Compatibility with the City’s Comprehensive Plan.

a. Impact on traffic: The Planning Division has determined that an increase in traffic volume due to the installation of the proposed tower will not be an issue given that such a facility is not the origin or destination of vehicle trips beyond the initial construction and occasional maintenance.

b. Impact on parks, streets and other public facilities: The Planning Division has determined that the only potential impact of a telecommunications tower on the City’s parks, streets, and/or other facilities would be aesthetic given that the presently-proposed location has been selected to ensure that the equipment does not physically interfere with park-related activities.

c. Compatibility ... with contiguous properties: A tower would not change the circulation on the property. While a 125-foot tower in a City park might not be aesthetically compatible with the park and nearby residential uses, Planning Division staff believes that the proposed use (i.e., the provision of wireless Internet service itself) would be seen by most property owners as a residential amenity.

d. Impact of the use on the market value of contiguous properties: Planning Division staff does not believe that a 125-foot telecommunications in the proposed location is likely to have a negative impact on the value of nearby residential parcels in light of the fact that the park has several existing – albeit shorter – light poles.

e. Impact on the general public health, safety, and welfare: The Planning Division is unaware of negative impacts on the general public health, safety, and welfare caused by the provision of wireless Internet service as proposed. Moreover, the Federal Communications Commission, which is the regulating authority for communications equipment like what is currently proposed, prohibits a local government from denying such equipment for reasons pertaining to health.

f. Compatibility with the City's Comprehensive Plan: Although the Land Use chapter of Roseville's Comprehensive Plan makes only one reference to telecommunication infrastructure or the technologies they support, the Plan advocates for such infrastructure in the following statements:

i. VISION CHAPTER

Page 2-1, IR2025 vision statement: *"We value and invest in lifelong learning opportunities and life-cycle housing that attract a diverse mix of residents and businesses and keep our community strong. Leading-edge technology and a comprehensive and reliable transportation system support residents and businesses, and a variety of convenient, flexible, and safe transit alternatives serve all community members."*

Page 2-2, IR2025 goals: *"Roseville has technology that gives us a competitive advantage."*

ii. LAND USE CHAPTER

Page 4-2, General goal/policy 1.10: *"Promote and support the provision of a citywide technology infrastructure that is accessible to both the public and private sectors."*

iii. TRANSPORTATION CHAPTER

Page 5-4, Sustainable Transportation Goals: *"Encourage telecommuting through the development of technology infrastructure."*

iv. ECONOMIC DEVELOPMENT AND REDEVELOPMENT CHAPTER

Page 7-2, business infrastructure policy 3.4: *"Encourage and promote the development of advanced, state-of-the-art telecommunication and information technology infrastructure to and within Roseville."*

v. UTILITIES CHAPTER

Page 10-2, goal 3: *"Coordinate the installation of communication technology infrastructure to be responsive to rapidly evolving systems."*

Page 10-11, Utility improvements: *"In addition to water, sanitary sewer, and storm sewer service, development relies upon the availability of private utilities, notably electricity, natural gas, and communications. While local governments do not control the provision of these services, they do have limited regulatory authority over the location and design of the conveyance infrastructure. The City will continue to facilitate development of these private utilities, while minimizing associated adverse impacts. ... Although water supply and sanitary sewer are the primary focus of this chapter, private utilities (electric, natural gas and telecommunications) are essential elements of Roseville's well-being and future vitality.*

Reliable and high-quality service is required to attract and keep people and businesses in Roseville. As with municipal utilities, the ongoing replacement and upgrading of aging infrastructure is essential. In the coming years, technology infrastructure will be increasingly important. This technology connects Roseville to the global economy."

8.0 PUBLIC HEARING

The duly noticed public hearing for the CONDITIONAL USE application was concluded by the Planning Commission on January 6, 2010.

- 187 8.1 Several members of the public addressed the Planning Commission during the public
188 hearing. All of the residents who spoke live near Acorn Park and most of them were
189 opposed to the tower; the primary concern appeared to be aesthetic, but some were also
190 apprehensive about the facility interfering with park activities. One resident spoke in
191 favor of the proposal because the tower would tend to be overlooked over time but the
192 amenity of increased wireless services would remain.
- 193 8.2 Individual members of the Planning Commission had definite opinions, but there was
194 more ambivalence in the body as a whole. For the most part, Members were sensitive to
195 the visual impacts of the proposed monopole structure and they were reluctant to
196 recommend approving such a facility before the Parks Master Planning effort had yielded
197 its conclusions for this park.
- 198 8.3 Despite their objections, Commissioners seemed to recognize the value of the services
199 provided by the sort of facility being discussed, and most of the discussion revolved
200 around relocating the tower to someplace where the impacts might be diminished. Some
201 locations suggested by the Commission included the commercial properties in the
202 southwest corner of Rice Street and County Road C, or in the easternmost finger of
203 Acorn Park adjacent to Rice Street; these locations were viewed as being no more
204 visually obtrusive and more out-of-the-way with respect to the park. In addition to being
205 significantly closer to individual residences in one of these suggested locations, Planning
206 Division staff is given to understand that these locations are not apt substitutes for the
207 proposed location in terms of the intent of providing the wireless service coverage.

208 **9.0 RECOMMENDATION**

- 209 9.1 In its review of the CONDITIONAL USE application, the Planning Commission found that a
210 telecommunication tower in the proposed location could have adverse impacts on the
211 public park, which is to be considered with such requests, and consequently voted (4-1)
212 to recommend denial of the proposed CONDITIONAL USE.
- 213 9.2 Based the general consensus of City staff in support of the proposed location of the
214 telecommunication tower indicated in Sections 5-6 of this report and the findings
215 outlined in Section 7 of this report, the Planning Division continues to recommend
216 approval of the proposed CONDITIONAL USE, subject to the following conditions:
- 217 **a.** The applicant shall provide documentation demonstrating that Clearwire's
218 equipment will operate within the technical requirements of the Federal
219 Communications Commission;
 - 220 **b.** The tower and ground-mounted equipment shall be located as shown on the site
221 plan included with this report as part of Attachment D;
 - 222 **c.** The top of the proposed monopole tower shall not be higher than 125 feet above
223 the grade at the base of the structure and the color of the tower structure shall be
224 selected so as to blend into the park setting as much as possible;
 - 225 **d.** External lights (i.e., those not integral to the equipment itself) shall not be
226 installed on the tower or equipment; and
 - 227 **e.** Any wiring serving the equipment shall be buried.

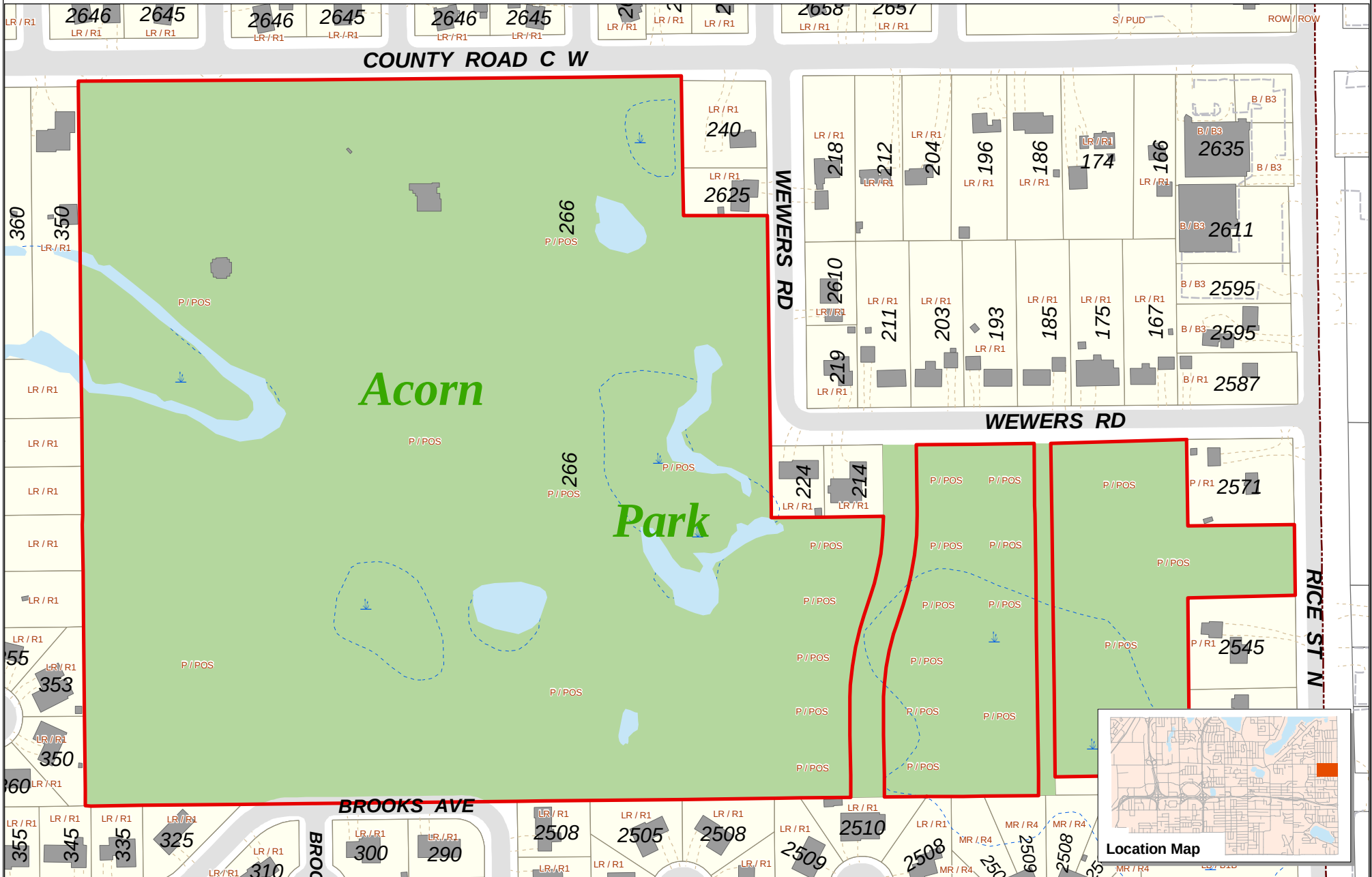
228 **10.0 SUGGESTED ACTION**

229 **Adopt a resolution approving the proposed** CONDITIONAL USE for Clearwire, LLC to
230 allow the erection of a 125-foot telecommunication tower at 286 County Road C, based
231 on the comments and findings of Sections 4-7 and conditions of Section 8 of this report.

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

Attachments: A: Area map C: Proposed plans
B: Aerial photo D: Draft resolution

Attachment A: Location Map for Planning File 09-032



Prepared by:
Community Development Department
Printed: October 30, 2009

Site Location

LR / R1 Comp Plan / Zoning Designations

Data Sources

* Ramsey County GIS Base Map (9/29/2009)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

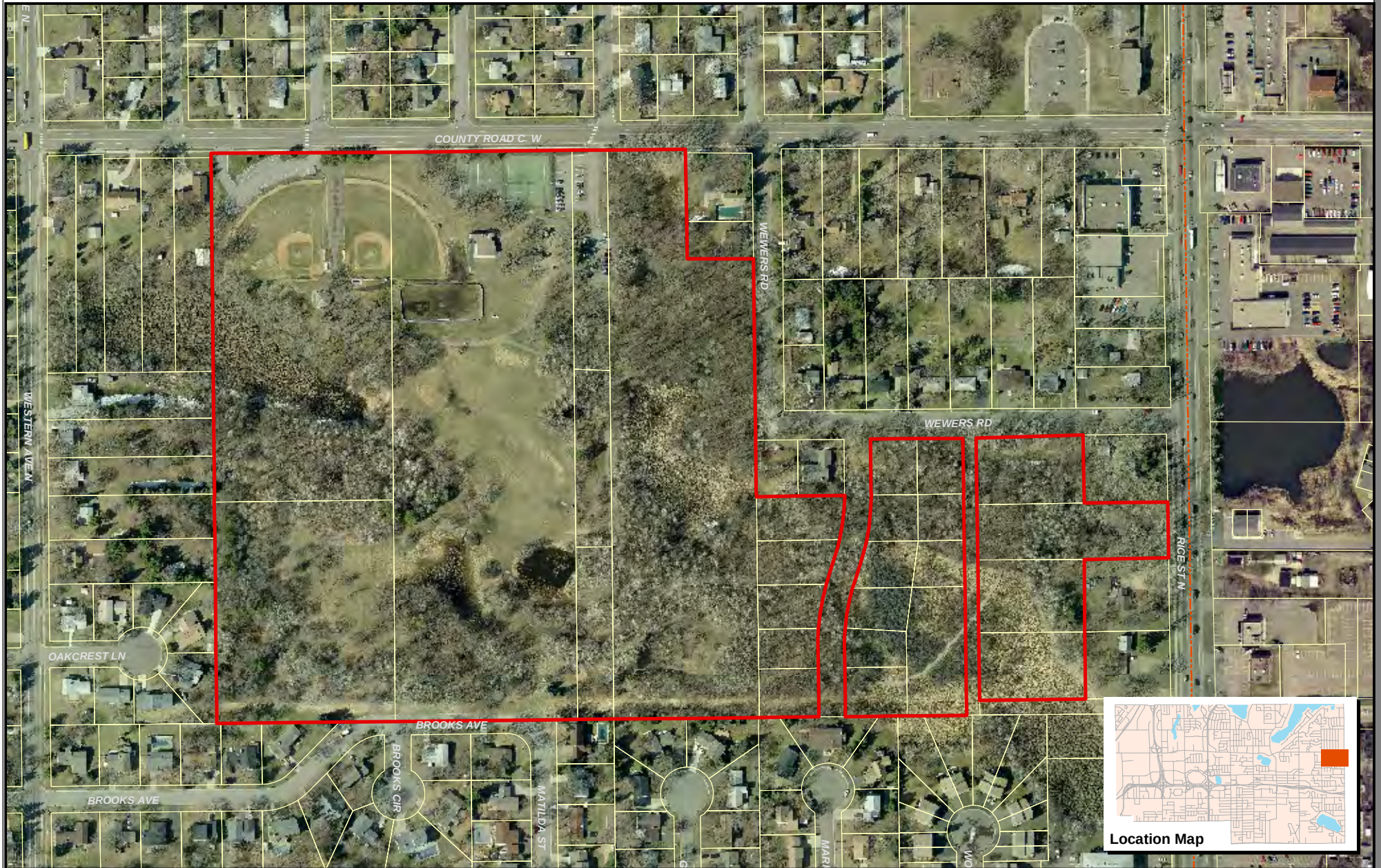
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. 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.

0 100 200 Feet



mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 09-032



Prepared by:
Community Development Department
Printed: October 30, 2009



Site Location

Data Sources

* Ramsey County GIS Base Map (9/28/2009)

* Aerial Data: Pictometry (4/2008)

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

Disclaimer

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0 50 100 150 200
Feet



Clearwire – Acorn Park Wireless Communications Pole



Current view from West Parking Lot – Facing South East



Proposed Communication Pole- View from West Parking Lot – Facing South East

Clearwire – Acorn Park Wireless Communications Pole



Proposed Site – Viewing West/South West from Pathway



Pedestrian View of Proposed Pole and Ground Equipment

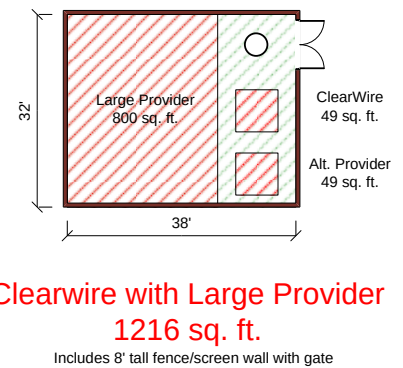
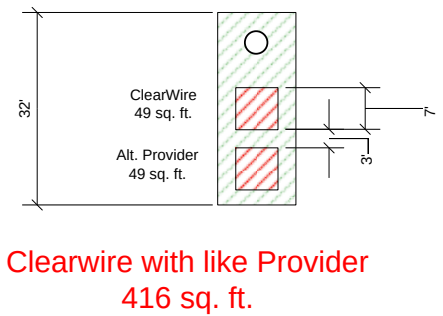
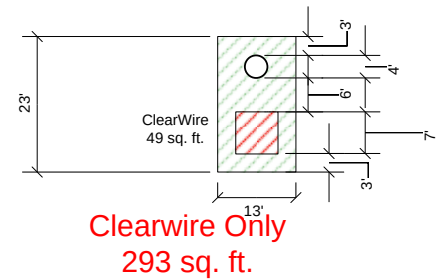
Clearwire - Acorn Park Location



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.

SOURCES: City of Roseville and Ramsey County, The Lawrence Group; December 1, 2009 for City of Roseville data and Ramsey County property records data, December 2009 for commercial and residential data, April

Clearwire – Acorn Park Wireless Communications Pole



Legend

- 150' Monopole
- ▨ Ground Lease Area 49 sq. ft.

**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 held on the 11th day of January 2010, at 6:00 p.m.

The following Members were present: _____;
and the following Members were absent: _____.

Council Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION NO. _____
A RESOLUTION APPROVING A 125-FOOT TELECOMMUNICATION TOWER
FACILITY AS A CONDITIONAL USE IN ACCORDANCE WITH §1013.10 AND
§1014.01 OF THE ROSEVILLE CITY CODE FOR CLEARWIRE LLC AND CITY OF
ROSEVILLE (PF09-032)**

WHEREAS, City of Roseville owns the property at 286 County Road C; and

WHEREAS, the subject property is legally described as:

**SECTION 12 TOWN 29 RANGE 23 S 400 FT OF N 930 FT OF E 82 5/10 FT OF W 1309
2/10 FT OF NE 1/4 (SUBJ TO RDS AND ESMTS) IN SEC 12 TN 29 RN 23
PIN: 12-29-23-12-0002**

WHEREAS, Clearwire LLC in conjunction with the property owner seeks to allow the construction of a 125-foot telecommunication tower to be owned by City of Roseville, which is a conditionally permitted use in the applicable Park & Open Space Zoning District; and

WHEREAS, the Roseville City Council has determined that approval of the requested CONDITIONAL USE will not adversely affect the conditions on, or the value of, nearby properties and will not compromise the health, safety, and general welfare of the citizens of Roseville;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the request for a CONDITIONAL USE in accordance with Sections §1014.01 and §1013.10 of the Roseville City Code, subject to the following conditions:

- a. The applicant shall provide documentation demonstrating that Clearwire's equipment will operate within the technical requirements of the Federal Communications Commission;
- b. The tower and ground-mounted equipment shall be located as shown on the site plan included with this report as part of Attachment D;
- c. The top of the proposed monopole tower shall not be higher than 125 feet above the grade at the base of the structure and the color of the tower structure shall be selected so as to blend into the park setting as much as possible;

34 **d.** External lights (i.e., those not integral to the equipment itself) shall not be
35 installed on the tower or equipment; and

36 **e.** Any wiring serving the equipment shall be buried.

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

40 WHEREUPON said resolution was declared duly passed and adopted.

[illegible]

WITNESS MY HAND officially as such Manager this 11th day of January 2010.

(SEAL)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/11/10
Item No.: 13.a

Department Approval



City Manager Approval



Item Description: Discussion of Undergrounding of the Overhead Electric Lines on the Rice Street Interchange Project

BACKGROUND

With the Highway 36 and Rice Street interchange construction project progressing to a point where it appears likely that work will begin in 2010, Roseville and Little Canada have looked into the option of burying the overhead power lines that currently run along the west side of Rice Street. These overhead electric lines and poles blight the corridor and it would greatly improve the aesthetics of a key street to both cities if they could be eliminated.

Initially, Xcel Energy provided a preliminary estimate of over \$2 million to bury the power lines from County Road B to County Road B2. Staff requested additional preliminary design and a new scoping estimate suggested it would cost \$574,300 to perform the additional work to underground these lines. This is the amount Xcel is expecting to incur above the cost of relocating the existing overhead facilities to accommodate the new road design. There would also be some additional costs for easements necessary for ground mounted transfer switches and other equipment. The lower cost estimate has made the possibility of burying the power much more feasible.

City staff met with staff from Little Canada, Ramsey County, and Xcel Energy on October 19 to discuss financing options. Xcel has a surcharge option, CRFS (Community Requested Facility Surcharge) available for projects such as the one proposed where each rate payer of the city would have a small surcharge added to their electric bill based on a formula to finance the cost of the work over a three-year period. The only catch to the surcharge is that Xcel can only charge residents and businesses for the work performed within the respective city limits. Because the power lines are located on the west side of Rice Street a great majority of the work will take place in Roseville while both cities benefit equally from the work.

Currently, Xcel has broken down the costs based on the location of the work as follows:

Roseville: \$478,152 (with carrying charges on the three-year surcharge option adding an additional \$59,811)

Little Canada: \$96,116 (with carrying charges adding an additional \$12,090)

Staff from Roseville and Little Canada met on December 8 and discussed options for moving forward with the project. Both cities are now seeking input from their respective City Councils

on whether or not to continue moving forward with the project, how to fairly split the project costs, and how to finance the project. The cost sharing range is currently estimated anywhere from the Xcel-determined \$478,152 for the work occurring only in Roseville to half of the project costs (approximately \$287,150 not including carrying charges or additional easement costs) if we agree the benefits are equal to each community. It should be noted that Xcel has since said that if overhead lines are to remain, some poles may be relocated to Little Canada's side of the street due to design issues. Roseville and Little Canada staff are waiting for a response from Xcel on whether or not moving the poles to the east side of Rice St. would affect the current preliminary CRFS cost sharing structure and allow Little Canada to surcharge a larger portion of the project.

Because the line burial benefits both cities equally, staff would recommend a 50/50 split of the costs between the two cities. If the City Council agrees and the Little Canada Council concurs, the next decision would be how to finance the work. One option is to use the surcharge process allowed by the MPUC for the Roseville share of the costs. Other options could include implementing a utility franchise fee or utilizing other city reserve funds.

City staffs from both Roseville and Little Canada agree that burying the power lines along Rice Street will dramatically improve the appearance along this important stretch of street that serves as a gateway to both cities. Burying the power lines would mean the overhead telephone and Comcast lines would be buried as well. The total cost of the Rice Street/Highway 36 interchange project is currently estimated at \$27 million. Burying the power lines would seem to be a sound, relatively inexpensive investment given the magnitude of work being performed along the corridor and the additional aesthetic improvements being included in the project.

Looking forward, another issue to consider is continuing the overhead power line undergrounding going north as Ramsey County eventually reconstructs Rice Street north of County Road B2. The stretch of Rice Street from County Road B2 north to Little Canada Road is currently in Ramsey County's five-year TIP. That would mean that there would be additional costs - likely higher than the current estimates due to a longer stretch of roadway - for burying power relatively soon after this current project is completed. The stretch from Little Canada Road north to I-694 has not been scheduled yet by Ramsey County, but would appear to be at least six years out.

The Little Canada City Council will be provided the same information by their staff at their Council meeting on January 13th. Both cities will then meet again to determine how to proceed based on input received from our respective City Councils.

Attached you will find a flow chart from Xcel Energy detailing the process for requesting special facilities (Attachment A). Also attached is the preliminary scoping estimate for the facilities to be constructed in Roseville (Attachment B). Understand that the costs shown do not share the total project costs equally between Roseville and Little Canada. We also hope to have a representative from Xcel Energy available at the Council meeting for CRFS process questions.

81 **FINANCIAL IMPACTS**

82 The City of Roseville cost share for the undergrounding of the overhead electric lines would be
83 proposed to be financed by a (CRFS) surcharge on Roseville's Xcel customers.

84

85 **STAFF RECOMMENDATION**

86 Staff recommends the Council consider undergrounding of the overhead electric lines along Rice
87 St. as a part of the interchange project utilizing the Minnesota Public Utilities Commission
88 authorized surcharge financing option.

89

90 **REQUESTED COUNCIL ACTION**

91 Motion authorizing staff to work with Xcel Energy and the City of Little Canada on developing a
92 detailed engineering estimate of the undergrounding of the overhead electric lines along Rice St.
93 from County Road B to County Road B-2 utilizing the CRFS option.

Prepared by: Duane Schwartz, Public Works Director

Attachments: A: Xcel Special Facilities Flow Chart
B: Preliminary Scoping Estimate

Attachment C - Flow-Chart of Communications Between Xcel Energy and a City Requesting or Ordering Installation of Electric Distribution Facilities as a Special Facility

City

1) City contacts Xcel Energy regarding potential electric distribution project.

3) City reviews project information, verifies or changes project information and assumptions, signs Scoping Estimate form and returns it to Xcel Energy.

5) City decides to proceed with obtaining an engineering estimate, notifies Xcel Energy.

7) If: (1) City decides to order Xcel Energy to install special or standard facilities, or (2) if this is a distribution undergrounding request and City chooses not to prepay and allows Xcel Energy to recover excess expenditures via the CRFS Rider, then see (8).

10) Within 60 days from receipt of surcharge notification a City ordering installation of special facilities can respond regarding its preferred payment option provided by the tariff, or notify MPUC of the City's objection to the imposition of the surcharge.

Xcel Energy

2) Xcel Energy prepares and sends City a letter outlining project information and assumptions and a partially completed "Scoping Estimate" form.

4) Xcel Energy develops scoping estimate of cost of the project as requested or ordered by City and cost of project using standard Installation, and preliminarily verifies whether the project as requested by City is a "special facilities" project. Xcel Energy completes and returns the "Scoping Estimate" form.

6) Xcel Energy completes and provides City a detailed engineering-based cost estimate that provides: additional detail on project using both standard and special facility installations; excess expenditures; and estimated monthly rate surcharge amounts as per CRFS Rider tariff

8) Xcel Energy sends construction notification confirmation letter and commences construction.

9) Xcel Energy completes construction and sends notice of CRFS surcharge implementation.

11) If City does not respond or file an objection, CRFS rate surcharge is implemented.

6-05-2002

Northern States Power Company, a Minnesota Corporation
City Requested Special Facilities Surcharge (CRFS)
City of Roseville

Excess Expenditures = \$478,152				
Customer Class	Customers	Surcharge ⁽¹⁾	Months	Recovery
Residential	14,806	\$0.76	36	\$405,326
Res Low Income	360	\$0.76	36	\$9,855
Small C&I ND	1,078	\$0.76	36	\$29,511
Small C&I	891	\$2.28	36	\$73,176
Large C&I	169	\$3.04	36	\$18,506
Street Lighting	39	\$0.76	36	\$1,068
Sm Mun Pump ND	10	\$0.76	36	\$274
Small Mun Pump	3	\$2.28	36	\$246
Large Mun Pump	0	\$3.04	36	\$0
Total	17,356			\$537,962
Total Carrying Charges included in recovery amount⁽²⁾				\$59,811

Allowable Class Surcharge Levels per Month Under CRSF Tariff	
Residential:	\$0.25 up to \$4.50
Low Income Residential:	\$0.25 up to \$1.00
Small C&I Non-Dmd:	\$0.25 up to \$4.50
Small C&I - Demand:	3 Times Residential Amount
Large C&I - Demand:	4 Times Residential Amount

- (1) Adjustment possible in final months of recovery period for more precise cost recovery.
- (2) Monthly carrying charge of 0.9983% applies to outstanding balance, equal to compounded rate based on 8.81% overall rate of return from the last general rate case (2005) and 3.85% tax factor.