



City Council Agenda

Monday, January 9, 2012

6:00 p.m.

City Council Chambers

(Times are Approximate)

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order for January: Pust, Willmus, Johnson, McGehee and Roe
- 6:02 p.m. **2. Approve Agenda**
- 6:05 p.m. **3. Public Comment**
- 6:10 p.m. **4. Council Communications, Reports and Announcements**
- 6:15 p.m. **5. Recognitions, Donations and Communications**
 - a. Proclamation of Martin Luther King Jr. Day
- 6:20 p.m. **6. Approve Minutes**
 - a. Approve Minutes of December 12, 2011 Meeting
- 6:25 p.m. **7. Approve Consent Agenda**
 - a. Approve Payments
 - b. Approve Business Licenses
 - c. Approve General Purchases and Sale of Surplus items in excess of \$5000
 - d. Designate Official Bank Depositories for 2012
 - e. Designate Official Bank Signatories for 2012
 - f. Designate 2012 Legal Newspaper
 - g. Authorization to Seek Donations for Various 2012 City Functions and Events
 - h. Approve Not Waiving Statutory Liability Limits
 - i. Approve Annual City Sign Permits for 2012
 - j. Contract Renewal between City and HRA for Services
 - k. Receive Mayor's Appointment of Directors of Emergency Management

- l. Approve Permanent Pathway Easement and a Temporary Construction Easement for a portion of Property Located at 1595 Highway 36 and Authorize Payment of \$18,200 for Easements
- m. Re-Award Bid for Waste Removal from City of Roseville Public Facilities

- 6:35 p.m.
- 8. Consider Items Removed from Consent**
 - 9. General Ordinances for Adoption**
 - 10. Presentations**
 - 11. Public Hearings**
 - 12. Business Items (Action Items)**
 - a. Consider Designating 2012 Acting Mayor
 - b. Consider Citizen Advisory Commission Reappointments
 - c. Consider Authorizing an Agreement with Arizona State University for Best Value Procurement Method for the Park Renewal Program
 - 13. Business Items – Presentations/Discussions**
 - a. Discussion of City Council Rules and Procedures
 - b. Discussion of Council Liaisons
 - c. Discussion of Special Meetings for Strategic Planning
 - d. Receive the City Manager Evaluation Report
 - 14. City Manager Future Agenda Review**
 - 15. Councilmember Initiated Items for Future Meetings**
 - 16. Adjourn**

Some Upcoming Public Meetings.....

Tuesday	Jan 10	1:00 p.m.	Police Civil Service Commission
Monday	Jan 16		City Offices Closed - Martin Luther King Jr..
Tuesday	Jan 17	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Jan 18	6:30 p.m.	Human Rights Commission
Thursday	Jan 19	4:00 p.m.	Grass Lake Water Management Organization
Monday	Jan 23	6:00 p.m.	City Council Meeting
Tuesday	Jan 24	6:30 p.m.	Public Works, Environment & Transportation Commission
Wednesday	Feb 1	6:30 p.m.	Planning Commission
Tuesday	Feb 7	1:00 p.m.	Police Civil Service Commission (Annual Meeting)
Wednesday	Feb 8	6:30 p.m.	Ethics Commission
Thursday	Feb 9	6:30 p.m.	Parks & Recreation Commission

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



Martin Luther King Jr. Day January 16, 2012

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 that racism is unjust and advocates for 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 16, 2012, 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 ninth day of January 2012.

Mayor Daniel J. Roe

Date: 1/9/12

Item: 6.a

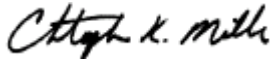
Approve City Council Minutes
of December 12, 2011

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 1/09/2012
Item No.: 7 . a

Department Approval



City Manager Approval



Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$1,357,056.40
64907-65077	\$753,073.67
Total	\$2,110,130.07

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

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

Accounts Payable

Checks for Approval

User: mary.jenson
Printed: 1/3/2012 - 2:25 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/15/2011	General Fund	Operating Supplies	Pelican Case-ACH	Replacement Case Foam	97.35
0	12/15/2011	General Fund	209001 - Use Tax Payable	Pelican Case-ACH	Sales/Use Tax	-6.26
0	12/15/2011	General Fund	Operating Supplies	Dri*Parallels-ACH	Pager Software	99.59
0	12/15/2011	General Fund	209001 - Use Tax Payable	Dri*Parallels-ACH	Sales/Use Tax	-6.41
0	12/15/2011	General Fund	Operating Supplies	Caribou Coffee- ACH	Food During Firefighter Training	18.31
0	12/15/2011	General Fund	Operating Supplies	Roseville Bakery-ACH	Firefighter Training Supplies	10.25
0	12/15/2011	General Fund	Training	MN GFOA-ACH	Accounting Class-Juegensen	50.00
0	12/15/2011	Solid Waste Recycle	Conferences	U of M CCE Online-ACH	Urban Forum-Pratt	25.00
0	12/15/2011	General Fund	Telephone	Sprint-ACH	Cell Phone	194.19
0	12/15/2011	Information Technology	Telephone	Sprint-ACH	Cell Phone	143.43
0	12/15/2011	Recreation Fund	Telephone	Sprint-ACH	Cell Phone	306.36
0	12/15/2011	P & R Contract Maintenance	Telephone	Sprint-ACH	Cell Phone	53.19
0	12/15/2011	Golf Course	Telephone	Sprint-ACH	Cell Phone	93.21
0	12/15/2011	General Fund	Telephone	Sprint-ACH	Cell Phone	59.14
0	12/15/2011	General Fund	Telephone	Sprint-ACH	Cell Phone	402.31
0	12/15/2011	General Fund	Telephone	Sprint-ACH	Cell Phone	198.83
0	12/15/2011	Telecommunications	Telephone	Sprint-ACH	Cell Phone	48.56
0	12/15/2011	Community Development	Professional Services	Best Western- ACH	Conference Lodging	98.89
0	12/15/2011	East Metro SWAT	Professional Services	Clark-ACH	SWAT Fuel	130.83
0	12/15/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	44.25
0	12/15/2011	General Fund	Conferences	Southwest Air-ACH	Conference Air Travel	343.40
0	12/15/2011	General Fund	Operating Supplies	Fastenal-ACH	Supplies	80.68
0	12/15/2011	General Fund	Vehicle Supplies	Menards-ACH	Gas Treatment Supplies	8.56
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Spray Paint	4.49
0	12/15/2011	P & R Contract Maintenance	Temporary Employees	Sprint-ACH	Cell Phone	80.25
0	12/15/2011	Storm Drainage	Telephone	Sprint-ACH	Cell Phone	54.25
0	12/15/2011	General Fund	Operating Supplies	Sprint-ACH	Cell Phone	945.72
0	12/15/2011	Information Technology	Telephone	Sprint-ACH	Cell Phone	82.50
0	12/15/2011	Recreation Fund	Professional Services	Sprint-ACH	Cell Phone	26.00
0	12/15/2011	Recreation Fund	Professional Services	Chateau St. Croix Winery-ACH	Around The Town Trip	102.02
0	12/15/2011	General Fund	Operating Supplies	Fastenal-ACH	Supplies	19.84
0	12/15/2011	Recreation Fund	Operating Supplies	Suburban Ace Hardware-ACH	Tape, Paint Thinner	54.58
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Sockets	25.23
0	12/15/2011	Recreation Fund	Operating Supplies	Amazon.com- ACH	Gymnastics Center Printer	138.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/15/2011	Recreation Fund	Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-8.94
0	12/15/2011	General Fund	Training	U of M CCE Online-ACH	APWA Conference	355.00
0	12/15/2011	Recreation Fund	Operating Supplies	Staples-ACH	Office Supplies	46.04
0	12/15/2011	Recreation Fund	Operating Supplies	Star Tribune-ACH	Search Market Summit	75.00
0	12/15/2011	General Fund	Operating Supplies	Vista Print-ACH	Fire Station #1 Pictures	124.02
0	12/15/2011	General Fund	209001 - Use Tax Payable	Vista Print-ACH	Sales/Use Tax	-7.98
0	12/15/2011	General Fund	Training	National Safety Council-ACH	Emergency Vehicle Operations Traini	526.54
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Adapter	14.98
0	12/15/2011	Recreation Fund	Operating Supplies	Michaels-ACH	HANC Program Supplies	25.99
0	12/15/2011	Recreation Fund	Operating Supplies	Michaels-ACH	Halloween Craft Supplies	76.63
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Fishing Dock Supplies	42.44
0	12/15/2011	General Fund	Operating Supplies	Target- ACH	Citizens Academy Refreshments	17.65
0	12/15/2011	General Fund	Vehicle Supplies	NAPA Auto Parts-ACH	Squad #2567 Battery	129.84
0	12/15/2011	Recreation Fund	Operating Supplies	Goodwill-ACH	Halloween Supplies	33.06
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Sherwin Williams - ACH	Paint Supplies	186.29
0	12/15/2011	License Center	Office Supplies	S & T Office Products-ACH	Office Supplies	57.83
0	12/15/2011	Information Technology	Operating Supplies	Solarwinds-ACH	Kiwi Software Maintenance	318.48
0	12/15/2011	Information Technology	Use Tax Payable	Solarwinds-ACH	Sales/Use Tax	-20.48
0	12/15/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Saw Blade Sharpening	14.00
0	12/15/2011	Sanitary Sewer	Operating Supplies	Suburban Ace Hardware-ACH	Primer	25.77
0	12/15/2011	Recreation Fund	Operating Supplies	Michaels-ACH	HANC Program Supplies	4.24
0	12/15/2011	Water Fund	Operating Supplies	North Hgts Hardware Hank-ACH	Water Meter Supplies	14.54
0	12/15/2011	Information Technology	Operating Supplies	HP Services-ACH	Battery	79.81
0	12/15/2011	East Metro SWAT	Professional Services	St. Cloud Mogos Grill-ACH	SWAT Team Dinner	299.42
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Mills Fleet Farm-ACH	Chest Waders	128.54
0	12/15/2011	Storm Drainage	Operating Supplies	Menards-ACH	Caster Thread	24.77
0	12/15/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Fire Station Supplies	88.57
0	12/15/2011	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Gloves, Torch	191.44
0	12/15/2011	License Center	Office Supplies	Office Depot- ACH	Office Supplies	16.05
0	12/15/2011	Recreation Improvements	Hockey Rink Board Upgrades	Menards-ACH	Hockey Board Supplies	58.93
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Fasteners, Oil, Batteries	60.28
0	12/15/2011	Water Fund	Operating Supplies	Suburban Ace Hardware-ACH	Rods, Couplers	17.92
0	12/15/2011	General Fund	Operating Supplies City Garage	Brock White -ACH	Wall Repair Supplies	156.27
0	12/15/2011	Water Fund	Operating Supplies	O'Reilly Automotive-ACH	Grease	5.35
0	12/15/2011	General Fund	Training	City Center-ACH	Training Lodging-Juergensen	77.26
0	12/15/2011	Telecommunications	Operating Supplies	Barnes & Noble-ACH	Social Media Books	26.81
0	12/15/2011	Storm Drainage	Operating Supplies	Menards-ACH	Storm Sewer, Leaf Pickup Supplies	197.85
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Winterization Supplies	38.44
0	12/15/2011	Recreation Fund	Operating Supplies	Office Depot- ACH	LCD Cable	27.84
0	12/15/2011	License Center	Office Supplies	Walgreens-ACH	Office Supplies	8.66
0	12/15/2011	Golf Course	Operating Supplies	Home Depot- ACH	Cement Supplies	24.45
0	12/15/2011	Police Forfeiture Fund	Professional Services	Target- ACH	Digital Prints	22.18
0	12/15/2011	Recreation Fund	Conferences	Rsvpbook-ACH	Bicycle Tourism Summit	50.00
0	12/15/2011	General Fund	Operating Supplies	Grainger-ACH	Fire Station Supplies	51.17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/15/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Supplies	48.18
0	12/15/2011	Recreation Fund	Operating Supplies	Suburban Ace Hardware-ACH	Dead Bolt	10.70
0	12/15/2011	Recreation Fund	Operating Supplies	Party City-ACH	Halloween Supplies	69.95
0	12/15/2011	Recreation Fund	Operating Supplies	PetSmart-ACH	HANC Animal Supplies	60.77
0	12/15/2011	General Fund	Operating Supplies	Survey Monkey.com-ACH	Monthly Plan	19.95
0	12/15/2011	General Fund	Operating Supplies	Diamond Vogel Paints-ACH	Paint	90.20
0	12/15/2011	Recreation Fund	Operating Supplies	Party City-ACH	HANC Program Supplies	177.52
0	12/15/2011	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	AARP Driving Class & Park Event S	4.10
0	12/15/2011	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	AARP Driving Class & Park Event S	7.50
0	12/15/2011	Recreation Fund	Office Supplies	Staples-ACH	Office Supplies	26.32
0	12/15/2011	Recreation Fund	Operating Supplies	Hank's Specialties-ACH	Wood Glue	189.17
0	12/15/2011	Recreation Fund	Use Tax Payable	Hank's Specialties-ACH	Sales/Use Tax	-12.17
0	12/15/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	10.06
0	12/15/2011	General Fund	Operating Supplies	Discount Snow Stakes-ACH	Snow Stakes	169.89
0	12/15/2011	General Fund	209001 - Use Tax Payable	Discount Snow Stakes-ACH	Sales/Use Tax	-10.93
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Sweet Chocolate-ACH	Volunteer Dinner Supplies	21.20
0	12/15/2011	General Fund	Operating Supplies	USPS-ACH	Shipping Charges	14.44
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Fasteners, Pliers	50.13
0	12/15/2011	Recreation Fund	Operating Supplies	Home Depot- ACH	HANC General Supplies	66.34
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Cub Foods- ACH	Volunteer Dinner Supplies	17.34
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Party City-ACH	Volunteer Dinner Supplies	19.22
0	12/15/2011	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	MEA Camp Supplies	69.37
0	12/15/2011	Community Development	Operating Supplies	Menards-ACH	Supplies	38.45
0	12/15/2011	Recreation Fund	Operating Supplies	Suburban Ace Hardware-ACH	Glue	10.17
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Countryside Restaurant-ACH	Volunteer Dinner	187.00
0	12/15/2011	Recreation Fund	Operating Supplies	Target- ACH	Supplies	53.63
Check Total:						9,138.92
0	12/15/2011	Community Development	Transportation	Thomas Paschke	Mileage Reimbursement	133.65
0	12/15/2011	Recreation Fund	Advertising	Star Tribune	P&R Advertising	588.00
0	12/15/2011	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping Charges	30.50
0	12/15/2011	General Fund	Operating Supplies	City of St. Paul	Paper	436.00
0	12/15/2011	Recreation Fund	Contract Maintenance	Roseville Area Schools	Brimhall Gymnasium Wall Repair	10,488.64
0	12/15/2011	General Fund	Vehicle Supplies	Ziegler Inc	Filters	160.10
0	12/15/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	500.00
0	12/15/2011	General Fund	Operating Supplies	City of St. Paul	Paper	1,948.63
0	12/15/2011	General Fund	Operating Supplies	City of St. Paul	Paper	437.50
0	12/15/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	186.00
0	12/15/2011	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nover	5,318.99
0	12/15/2011	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-300227	Payroll Deduction for 11/13 Payroll	4,979.03
0	12/15/2011	General Fund	210600 - Union Dues Deduction	MN Teamsters #320	Payroll Deduction for 12/13 Union D	327.00
0	12/15/2011	General Fund	210600 - Union Dues Deduction	LELS	Payroll Deduction for 12/13 Payroll	1,596.00
0	12/15/2011	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-Jan 2012	4,585.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/15/2011	General Fund	Operating Supplies	Allegra Print & Imaging	Carbonless Tree Trimming Forms	101.50
0	12/15/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Supplies	61.39
0	12/15/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Supplies	56.30
0	12/15/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Supplies	573.12
0	12/15/2011	Storm Drainage	Operating Supplies	Able Hose & Rubber Inc	Air Series 100 Hose Horizon	70.89
0	12/15/2011	Sanitary Sewer	Operating Supplies	Able Hose & Rubber Inc	Air Series 100 Hose Horizon	70.89
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Able Hose & Rubber Inc	Air Series 100 Hose Horizon	70.90
0	12/15/2011	General Fund	Vehicle Supplies	MacQueen Equipment	Right Arrow, Mounting Plate	523.46
0	12/15/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Headlight Bulb	14.94
0	12/15/2011	General Fund	209001 - Use Tax Payable	Napa Auto Parts	Sales/Use Tax	-0.96
0	12/15/2011	Recreation Fund	Contract Maintenance	Printers Service Inc	Ice Knife Sharpening	786.47
0	12/15/2011	General Fund	Vehicle Supplies	Midway Ford Co	Vehicle Supplies	150.00
0	12/15/2011	General Fund	Vehicle Supplies	Kath Fuel Oil Service, Inc.	Oil	69.74
0	12/15/2011	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	742.50
0	12/15/2011	General Fund	Operating Supplies	3D Specialties	1.75' X 10' Telespar 14 ga	3,564.00
0	12/15/2011	General Fund	Operating Supplies	3D Specialties	2" X 3' Telepar 12 ga	468.00
0	12/15/2011	General Fund	Operating Supplies	3D Specialties	Cutting Charge Telespar	138.00
0	12/15/2011	General Fund	Operating Supplies	3D Specialties	Sales Tax	470.22
0	12/15/2011	General Fund	Operating Supplies	3D Specialties	Shipping/Handling	319.02
0	12/15/2011	General Fund	Motor Fuel	Yocum Oil	Oil	10,841.41
0	12/15/2011	Recreation Fund	Memberships & Subscriptions	DMX Music, Inc.	Skating Center Music	151.04
0	12/15/2011	License Center	Professional Services	Quicksilver Express Courier	Courier Service	151.62
0	12/15/2011	General Fund	Utilities - Old City Hall	Xcel Energy	Historical Society	582.13
0	12/15/2011	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	5,450.01
0	12/15/2011	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	3,648.12
0	12/15/2011	Recreation Fund	Utilities	Xcel Energy	Nature Center	599.51
0	12/15/2011	License Center	Utilities	Xcel Energy	Motor Vehicle	453.16
0	12/15/2011	General Fund	Utilities	Xcel Energy	Street Lights	55.32
0	12/15/2011	General Fund	Utilities	Xcel Energy	Street Lights	90.12
0	12/15/2011	Golf Course	Contract Maintenance	Safety Kleen Systems, Inc.	Washer Service, Solvent	50.00
0	12/15/2011	General Fund	Contract Maintenance	Safety Kleen Systems, Inc.	Washer Service, Solvent	100.00
0	12/15/2011	P & R Contract Maintenance	Operating Supplies	Safety Kleen Systems, Inc.	Washer Service, Solvent	311.49
0	12/15/2011	Recreation Fund	Contract Maintenance	Northland Fire & Security Inc	Internal Tank Inspection	136.90
0	12/15/2011	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	38,749.48
0	12/15/2011	Recreation Fund	Operating Supplies	Grainger Inc	Lamp, Ballast	70.08
0	12/15/2011	General Fund	Vehicle Supplies	Fastenal Company Inc.	Vehicle Supplies	134.66
0	12/15/2011	General Fund	Vehicle Supplies	Emergency Automotive Tech Inc	Halogen Bulbs	55.63
0	12/15/2011	Recreation Fund	Contract Maintenance	Green View Inc.	Ice Arena Cleaning	2,007.35
0	12/15/2011	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	76.85
0	12/15/2011	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	68.55
0	12/15/2011	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	44.16
0	12/15/2011	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	72.64

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						103,866.21
0	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	FSH Communications-LLC	Payphone Advantage	64.13
0	12/21/2011	General Fund	Training	Century College	Law Enforcement Training	1,785.00
0	12/21/2011	Community Development	Professional Services	BKBM Engineers, Corp.	Structural Plan Review	975.00
0	12/21/2011	Community Development	Professional Services	BKBM Engineers, Corp.	Structural Plan Review	780.00
0	12/21/2011	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn P.A.	Legal Services	12,875.00
0	12/21/2011	Sanitary Sewer	Professional Services	Ecoenvelopes, LLC	Utility Billing Processing	166.88
0	12/21/2011	Water Fund	Professional Services	Ecoenvelopes, LLC	Utility Billing Processing	166.87
0	12/21/2011	Storm Drainage	Professional Services	Ecoenvelopes, LLC	Utility Billing Processing	166.88
0	12/21/2011	License Center	Professional Services	Collins Electrical Construction Co.	New Lights Installation	3,575.00
0	12/21/2011	General Fund	Contract Maintenance	City of St. Paul	Radio Service-Nov 2011	146.25
0	12/21/2011	Recreation Fund	Professional Services	Ariel Parry	Assistant Dance Instructor	19.50
0	12/21/2011	General Fund	Transportation	Carolyn Curti	Mileage Reimbursement	58.83
0	12/21/2011	Recreation Fund	Professional Services	Daniel Kuch	Community Band Director-Oct, Nov,	500.00
0	12/21/2011	Information Technology	Transportation	Douglas Barber	Mileage Reimbursement	178.71
0	12/21/2011	License Center	Operating Supplies	Pam Ryan Senden	Dealer Gifts	120.75
0	12/21/2011	Recreation Fund	Operating Supplies	Deborah Cash	Supplies Reimbursement	63.42
0	12/21/2011	Solid Waste Recycle	Memberships	Recycling Association of MN	Annual Membership	150.00
0	12/21/2011	General Fund	Operating Supplies	Doug Johnson	Supplies Reimbursement	41.81
0	12/21/2011	General Fund	Transportation	William Malinen	Mileage Reimbursement	159.01
0	12/21/2011	License Center	Transportation	Bridget Koeckeritz	Mileage Reimbursement	138.75
0	12/21/2011	License Center	Transportation	Bridget Koeckeritz	Mileage Reimbursement	125.43
0	12/21/2011	Non Motorized Pathways	NESCC-Fairview Pathway	T. A. Schifsky & Sons, Inc.	Fairview Pathway	427,969.69
0	12/21/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	2,500.00
0	12/21/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	2,147.75
0	12/21/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	600.00
0	12/21/2011	General Fund	Operating Supplies	Matt Marshall	Parking Reimbursement	7.00
0	12/21/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	842.05
0	12/21/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Vehicle Parts	176.21
0	12/21/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Vehicle Parts	66.63
0	12/21/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Vehicle Supplie	17.08
0	12/21/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Vehicle Supplie	50.72
0	12/21/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Vehicle Supplie	50.72
0	12/21/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Vehicle Supplie	57.97
0	12/21/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Vehicle Supplie	25.22
0	12/21/2011	General Fund	Other Improvements	Alternative Business Furniture, Inc.	Ergonomic Keyboards	180.62
0	12/21/2011	General Fund	Other Improvements	Alternative Business Furniture, Inc.	Cube Remodel	2,041.64
0	12/21/2011	General Fund	Utilities	Xcel Energy	Civil Defense	60.97
0	12/21/2011	Sanitary Sewer	Utilities	Xcel Energy	Sewer	99.89
0	12/21/2011	Water Fund	Utilities	Xcel Energy	2501 Fairview/Water Tower	654.29
0	12/21/2011	General Fund	Utilities	Xcel Energy	Street Light	13,438.98
0	12/21/2011	General Fund	Contract Maintenance	Xcel Energy	Street Light Replacement	27,927.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/21/2011	Storm Drainage	Professional Services	American Engineering Test, Inc.	Compost Testing	2,609.50
0	12/21/2011	General Fund	Contract Maintenance	Adam's Pest Control Inc	Quarterly Service	56.64
0	12/21/2011	General Fund	Op Supplies - City Hall	Eagle Clan, Inc	Roll Towels, Toilet Tissue, Soap	367.59
0	12/21/2011	Information Technology	Contract Maintenance	SHI International Corp	Adobe Acrobat	663.69
0	12/21/2011	General Fund	Clothing	Streicher's	Vests, Shirts	1,178.99
0	12/21/2011	General Fund	Clothing	Streicher's	Vests, Shirts	1,279.98
0	12/21/2011	General Fund	Other Improvements	Streicher's	Ballistic Plate	3,990.00
0	12/21/2011	Pathway Maintenance Fund	Operating Supplies	Tessman Seed Co - St. Paul	Ice Melt	265.85
0	12/21/2011	Boulevard Landscaping	Operating Supplies	Tessman Seed Co - St. Paul	Ice Melt	265.85
Check Total:						511,849.74
0	12/27/2011	General Fund	Miscellaneous	U of M Human Rights Center-ACH	Universal Declaration of Human Right	17.38
0	12/27/2011	General Fund	Training	National Safety Council-ACH	Emergency Vehicle Operations Traini	104.01
0	12/27/2011	General Fund	Operating Supplies	S & T Office Products-ACH	Office Supplies	253.18
0	12/27/2011	General Fund	Operating Supplies	Best Western- ACH	Fire Chiefs Conference Lodging	109.00
0	12/27/2011	General Fund	Operating Supplies	Staples-ACH	Digital Recorders	171.38
0	12/27/2011	Recreation Fund	Operating Supplies	Sports Authority-ACH	Soccer Supplies, Camera Batteries	119.93
0	12/27/2011	Golf Course	Miscellaneous	SaturdaysNY-ACH	Fraud	720.00
0	12/27/2011	General Fund	Training	Grant Writing USA-ACH	Grant Writing Class-Mahmud	425.00
0	12/27/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	25.74
0	12/27/2011	Recreation Fund	Operating Supplies	Contractor Lighting-ACH	Lighting Supplies	120.74
0	12/27/2011	Recreation Fund	Use Tax Payable	Contractor Lighting-ACH	Sales/Use Tax	-7.77
0	12/27/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Paint Supplies	20.17
0	12/27/2011	Storm Drainage	Operating Supplies	Northern Tool & Equip- ACH	Tarps	39.40
0	12/27/2011	General Fund	Operating Supplies	Target- ACH	Sation #1 Farewell Event Supplies	87.80
0	12/27/2011	General Fund Donations	Supplies - Target Corp Grant	Walmart-ACH	Flashlight	20.18
0	12/27/2011	Recreation Fund	Miscellaneous Expense	ME DMC-ACH	No Receipt	104.79
0	12/27/2011	General Fund	Operating Supplies	Blick Art Materials-ACH	Fire Station #1 Farewell Pictures	94.14
0	12/27/2011	Recreation Fund	Operating Supplies	Shoreview Park & Rec-ACH	Swimming Camp	72.30
0	12/27/2011	P & R Contract Maintenance	Operating Supplies	Hirshfields-ACH	Spray Paint	18.19
0	12/27/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Utility Knife Supplies	31.34
0	12/27/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Padlocks	156.25
0	12/27/2011	General Fund	Operating Supplies	Uline-ACH	Nitrile Gloves, Envelopes, CD-R's	770.26
0	12/27/2011	General Fund Donations	Supplies - Target Corp Grant	Black Bear Hotel-ACH	Conference Lodging	200.00
0	12/27/2011	General Fund Donations	Supplies - Target Corp Grant	Black Bear Hotel-ACH	Conference Lodging	96.12
0	12/27/2011	Recreation Fund	Operating Supplies	Suburban Ace Hardware-ACH	Fasteners	16.07
0	12/27/2011	Recreation Fund	Office Supplies	Office Max-ACH	Office Supplies	98.82
0	12/27/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Spray Paint	21.80
0	12/27/2011	Recreation Fund	Operating Supplies	Home Depot- ACH	Caulk, Tape	37.81
0	12/27/2011	General Fund	Training	Caribou Coffee- ACH	Use Of Force Supplies	45.52
0	12/27/2011	General Fund	Operating Supplies	Mister Car Wash- ACH	Medic 3 Cleaning	96.41
0	12/27/2011	Solid Waste Recycle	Memberships	ASTM-ACH	Annual Membership-Pratt	75.00
0	12/27/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Station Supplies	13.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/27/2011	Recreation Fund	Operating Supplies	North Hgts Hardware Hank-ACH	Water, Fasteneres	6.85
0	12/27/2011	Recreation Fund	Operating Supplies	Ebay Inc-ACH	Radio Antenna	55.55
0	12/27/2011	Recreation Fund	Use Tax Payable	Ebay Inc-ACH	Sales/Use Tax	-3.57
0	12/27/2011	General Fund	Operating Supplies	Target- ACH	Cookies	14.95
0	12/27/2011	General Fund	Worksession Expenses	Rainbow Foods-ACH	Council Chambers Supplies	4.82
0	12/27/2011	Boulevard Landscaping	Operating Supplies	MIDC Enterprises- ACH	PVC	10.17
0	12/27/2011	General Fund	Operating Supplies	Caribou Coffee- ACH	Station #1 Farewell Supplies	66.63
0	12/27/2011	Recreation Fund	Operating Supplies	Goodwill-ACH	Hayride Supplies	6.48
0	12/27/2011	General Fund	Training	Reds Savoy Pizza-ACH	Use of Force Supplies	66.16
0	12/27/2011	Recreation Fund	Miscellaneous Expense	ME DMC-ACH	Credit	-19.98
0	12/27/2011	Recreation Fund	Operating Supplies	Batteries Plus-ACH	Flashlight Batteries	8.36
0	12/27/2011	General Fund	Operating Supplies	Cub Foods- ACH	Station #1 Farewell Event Supplies	47.99
0	12/27/2011	General Fund	Training	Target- ACH	Use Of Force Supplies	23.19
0	12/27/2011	Recreation Fund	Miscellaneous Expense	Rainbow Foods-ACH	No Receipt	16.60
0	12/27/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Station Supplies	26.76
0	12/27/2011	General Fund	Operating Supplies	Cub Foods- ACH	Station Supplies	1.49
0	12/27/2011	General Fund	Operating Supplies	Target- ACH	Live Burn Training Food	18.42
0	12/27/2011	Recreation Fund	Operating Supplies	Roseville Bakery-ACH	Halloween Cookies	78.00
0	12/27/2011	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Grease Gun	181.25
0	12/27/2011	General Fund	Worksession Expenses	Cub Foods- ACH	Mints for Councilmembers	19.42
0	12/27/2011	Recreation Fund	Operating Supplies	Target- ACH	HANC Supplies	33.32
0	12/27/2011	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Halloween Cider	49.39
0	12/27/2011	Recreation Fund	Operating Supplies	Litin Party & Paper-ACH	Halloween Prizes	56.53
0	12/27/2011	Housing & Redevelopment Agency	Professional Services	Vroman Systems-ACH	Formsite.com	19.95
0	12/27/2011	General Fund	Op Supplies - City Hall	Suburban Ace Hardware-ACH	Ant Killer, Light Bulbs	25.23
0	12/27/2011	Golf Course	Operating Supplies	North Hgts Hardware Hank-ACH	Mouse Traps	2.88
0	12/27/2011	Info Tech/Contract Cities	Arden Hills Computer Equipment	Amazon.com- ACH	Wireless Keyboards and Mice	281.62
0	12/27/2011	Info Tech/Contract Cities	Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-18.12
0	12/27/2011	General Fund	Training	Red Robin-ACH	PIT Training Expenses	90.00
0	12/27/2011	General Fund	Training	Holiday-ACH	PIT Training Expenses	17.68
0	12/27/2011	Information Technology	Operating Supplies	Monoprice.Com-ACH	Monitor Wall Mount Bracket	64.82
0	12/27/2011	Information Technology	Use Tax Payable	Monoprice.Com-ACH	Sales/Use Tax	-4.17
0	12/27/2011	General Fund	Operating Supplies	Honey Baked Ham-ACH	Sergeant Testing Lunch	51.35
0	12/27/2011	Storm Drainage	Operating Supplies	Mills Fleet Farm-ACH	Manure Fork	127.84
0	12/27/2011	Recreation Fund	Operating Supplies	Suburban Ace Hardware-ACH	Liquid Nails	34.76
0	12/27/2011	General Fund	Employee Recognition	Amazon.com- ACH	Diploma Frame	44.99
0	12/27/2011	General Fund	209001 - Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-2.89
0	12/27/2011	General Fund	Operating Supplies	Cub Foods- ACH	Citizens Academy Graduation Supplie	48.76
0	12/27/2011	General Fund	Training	Broadway Pizza-ACH	Use Of Force Supplies	93.04
0	12/27/2011	General Fund	Training	Eden Prairie Tuition Office-ACH	Data Practices Class-Hansen	280.00
0	12/27/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	102.15
0	12/27/2011	General Fund	Operating Supplies	Lynn Card Company-ACH	Holiday Cards	76.48
0	12/27/2011	Recreation Fund	Operating Supplies	Joe's Sporting Goods-ACH	Live Bait	12.82
0	12/27/2011	Recreation Fund	Operating Supplies	Cub Foods- ACH	HANC Animal Supplies	8.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/27/2011	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	DNS Hosting Fee	107.50
0	12/27/2011	Recreation Fund	Miscellaneous	Park Supply of America- ACH	Missing Receipt	79.65
0	12/27/2011	General Fund	Contract Maint. - City Hall	Nitti Sanitation-ACH	Regular Service	153.00
0	12/27/2011	General Fund	Contract Maintienace	Nitti Sanitation-ACH	Regular Service	88.40
0	12/27/2011	General Fund	Contract Maint. - City Garage	Nitti Sanitation-ACH	Regular Service	275.40
0	12/27/2011	General Fund	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	54.40
0	12/27/2011	Golf Course	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	108.80
0	12/27/2011	Recreation Fund	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	224.40
0	12/27/2011	P & R Contract Maintenance	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	516.80
0	12/27/2011	General Fund	Contract Maintenance Vehicles	Abra Auto-ACH	Windshield Repair	60.00
0	12/27/2011	Water Fund	Miscellaneous Expense	Fastenal-ACH	No Receipt	52.24
Check Total:						8,022.17
0	12/28/2011	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Waste Water Services	216,212.95
0	12/28/2011	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	139.88
0	12/28/2011	TIF District #17-Twin Lakes	Professional Services	Ratwik, Roszak & Maloney, PA	Twin Lakes Condemnation	4,355.61
0	12/28/2011	Recreation Fund	Rental	Roseville Area Schools	Storage Space, Stage Rental	3,882.50
0	12/28/2011	General Fund Donations	K-9 Supplies	City of St. Paul	Narcotic Detector Dog School	500.00
0	12/28/2011	Water Fund	Operating Supplies	City of St. Paul	Asphalt Mix	811.95
0	12/28/2011	Golf Course	Transportation	Nicole Dietman	Mileage Reimbursement	117.66
0	12/28/2011	Community Development	Building Surcharge	MN Dept of Labor and Industry	Building Permit Surcharges	2,552.48
0	12/28/2011	Community Development	Miscellaneous Revenue	MN Dept of Labor and Industry	Building Permit Surcharges-Retentior	-51.05
0	12/28/2011	General Fund	Transportation	Tim Pratt	Mileage Reimbursement	338.55
0	12/28/2011	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director	250.00
0	12/28/2011	Recreation Fund	Operating Supplies	Brad Tullberg	Oval Supplies Reimbursement	106.88
0	12/28/2011	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-300227	Payroll Deduction for 12/27 Payroll	4,979.03
0	12/28/2011	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for 12/27 Payroll	48.00
0	12/28/2011	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association	Payroll Deduction for 12/27 Payroll	1,251.30
0	12/28/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	600.00
0	12/28/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	223.80
0	12/28/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	4,500.00
0	12/28/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	184.50
0	12/28/2011	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Fall Maintenance Service	1,485.91
0	12/28/2011	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Fall Maintenance Service	1,325.25
0	12/28/2011	General Fund	Contract Maint.- Old City Hall	Yale Mechanical, LLC	Fall Maintenance Service	231.00
0	12/28/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Parts/Supplies	200.94
0	12/28/2011	Recreation Fund	Contract Maintenance	Catco Parts & Service Inc	Hydraulic Hose Repair	57.35
0	12/28/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Parts/Supplies Credit	-186.03
0	12/28/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Parts/Supplies Credit	-213.01
0	12/28/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Parts/Supplies	577.09
0	12/28/2011	Recreation Fund	Operating Supplies	Voss Lighting	Lighting Supplies	49.32
0	12/28/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Parts/Supplies	9.51
0	12/28/2011	General Fund	209001 - Use Tax Payable	Ancom Communications	Sales/Use Tax	-318.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/28/2011	General Fund	Operating Supplies	Ancom Communications	Pagers	4,944.04
0	12/28/2011	General Fund	Contract Maintenance	Mister Car Wash	Vehicle Washes	5.60
0	12/28/2011	General Fund	Contract Maintenance Vehicles	Mister Car Wash	Vehicle Washes	72.09
0	12/28/2011	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,127.50
0	12/28/2011	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	165.00
0	12/28/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Parts/Supplies	79.08
0	12/28/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Parts/Supplies	9.51
0	12/28/2011	Police - DWI Enforcement	Professional Services	Erickson, Bell, Beckman & Quinn P.A.	Legal Services-Vehicle Forfeiture	875.00
0	12/28/2011	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn P.A.	Legal Services-Prosecution	11,374.87
0	12/28/2011	Recreation Fund	Operating Supplies	Grainger Inc	Vapor Lamp	26.42
0	12/28/2011	Recreation Fund	Operating Supplies	Grainger Inc	Coaxial Cable	69.22
0	12/28/2011	Street Construction	2012 PMP	Element Materials Tech-St. Paul, Inc.	Soil Boring & Geotechnical Report	2,900.00
0	12/28/2011	Police Vehicle Revolving	Capital Outlay	Streicher's	Flashlights	131.43
0	12/28/2011	Water Fund	Water Meters	Ferguson Waterworks	Water Meter Supplies	2,166.76
Check Total:						268,169.85
0	12/30/2011	Sanitary Sewer	Postage	Ecoenvelopes, LLC	UB Section 003 & 333 Postage	420.46
0	12/30/2011	Water Fund	Postage	Ecoenvelopes, LLC	UB Section 003 & 333 Postage	420.47
0	12/30/2011	Storm Drainage	Postage	Ecoenvelopes, LLC	UB Section 003 & 333 Postage	420.47
Check Total:						1,261.40
0	12/31/2011	Water Fund	Water - Roseville	City of Roseville- ACH	November Water	878.48
0	12/31/2011	Internal Service - Interest	Investment Income	RVA- ACH	November Interest	854.16
0	12/31/2011	General Fund	Motor Fuel	MN Dept of Revenue-ACH	Nov Fuel Tax	292.00
0	12/31/2011	Recreation Fund	Credit Card Fees	US Bank-ACH	November Terminal Charges	339.71
0	12/31/2011	Community Development	Credit Card Service Fees	US Bank-ACH	November Terminal Charges	568.91
0	12/31/2011	Golf Course	Credit Card Fees	US Bank-ACH	November Terminal Charges	57.27
0	12/31/2011	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	248.45
0	12/31/2011	General Fund	209001 - Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	157.15
0	12/31/2011	Information Technology	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	299.10
0	12/31/2011	Info Tech/Contract Cities	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	40.81
0	12/31/2011	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	3,344.00
0	12/31/2011	Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	9.77
0	12/31/2011	P & R Contract Maintenance	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax	52.99
0	12/31/2011	Community Development	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	4.51
0	12/31/2011	License Center	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	430.00
0	12/31/2011	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	13.38
0	12/31/2011	Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	22,581.92
0	12/31/2011	Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	364.25
0	12/31/2011	Golf Course	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	11.08
0	12/31/2011	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	38.23
0	12/31/2011	Housing & Redevelopment Agency	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	17.36
0	12/31/2011	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 12/13 Payroll	19,625.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	12/31/2011	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deposit for 12/13 Payroll	4,351.39
0	12/31/2011	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 12/13 Payroll	31,517.76
0	12/31/2011	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 12/13 Payroll	41,618.89
0	12/31/2011	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 12/13 Payroll	9,238.00
0	12/31/2011	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 12/13 Payroll	47,883.62
0	12/31/2011	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 12/13 Payroll	18,252.27
0	12/31/2011	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 12/13 Payroll	23,876.60
0	12/31/2011	Grass Lake Water Mgmt. Org.	Capital Outlay	City of Roseville- ACH	Payment of Invoice #215514	27,000.00
0	12/31/2011	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deposit for 12/27 Payroll	4,348.75
0	12/31/2011	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 12/27 Payroll	41,485.69
0	12/31/2011	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 12/27 Payroll	31,507.66
0	12/31/2011	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 12/27 Payroll	24,449.29
0	12/31/2011	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 12/27 Payroll	18,689.33
0	12/31/2011	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 12/27 Payroll	49,688.51
0	12/31/2011	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 12/29 Payroll	20,313.61
0	12/31/2011	Workers Compensation	Sewer Department Claims	SFM-ACH	December Work Comp Claims	374.22
0	12/31/2011	Workers Compensation	Police Patrol Claims	SFM-ACH	December Work Comp Claims	5,273.30
0	12/31/2011	Workers Compensation	Fire Department Claims	SFM-ACH	December Work Comp Claims	1,700.42
0	12/31/2011	Workers Compensation	Adminisitrative Claims	SFM-ACH	December Work Comp Claims	115.34
0	12/31/2011	Sanitary Sewer	Credit Card Service Fees	Applied Merchant Services-ACH	November UB Payments.com Charge	2,834.37
Check Total:						454,748.11
83	12/31/2011	Fire Station 2011	Professional Services	Briggs and Morgan, P.A.	Reclass to Debt Service	-16,417.93
83	12/31/2011	Park Renewal 2011	Professional Services	Briggs and Morgan, P.A.	Reclass to Debt Service	-16,417.93
83	12/31/2011	Future Bond Fund Fire Station	Professional Services	Briggs and Morgan, P.A.	Debt Issuance Costs	32,835.86
Check Total:						0.00
84	12/31/2011	Police Vehicle Revolving	Vehicles & Equipment	Hamline Auto Body	Reclass to fund 100	-1,075.70
84	12/31/2011	General Fund	Vehicle Supplies	Hamline Auto Body	Squad Repair	1,075.70
Check Total:						0.00
85	12/31/2011	Fire Station 2011	Professional Services	Springsted, Inc.	Reclass to Debt Service	-13,269.89
85	12/31/2011	Park Renewal 2011	Professional Services	Springsted, Inc.	Reclass to Debt Service	-13,269.89
85	12/31/2011	Future Bond Fund Fire Station	Professional Services	Springsted, Inc.	Debt Issuance Costs	26,539.78
Check Total:						0.00
64907	12/13/2011	General Fund	211401- HSA Employee	Premier Bank	HSA	1,959.71
64907	12/13/2011	General Fund	211405 - HSA Employer	Premier Bank	HSA	7,890.00
Check Total:						9,849.71
64908	12/15/2011	General Fund	Operating Supplies	Alert All Corp.	Coloring Books, Stickers, Safety Broc	1,208.12
64908	12/15/2011	General Fund	209001 - Use Tax Payable	Alert All Corp.	Sales/Use Tax	-77.72

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						1,130.40
64909	12/15/2011	General Fund	Clothing	Aspen Mills Inc.	Patches Sewn on	29.93
64909	12/15/2011	General Fund	Clothing	Aspen Mills Inc.	Shirts, Patches	339.80
Check Total:						369.73
64910	12/15/2011	General Fund	Vehicle Supplies	Astleford International Trucks	Motor	37.28
Check Total:						37.28
64911	12/15/2011	General Fund	Contract Maintenance Vehicles	Boyer Trucks Lauderale	Vehicle Repair	1,091.07
Check Total:						1,091.07
64912	12/15/2011	General Fund	Training	Channing Bete Company	Arm IV's	189.83
Check Total:						189.83
64913	12/15/2011	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.60
64913	12/15/2011	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	8.60
64913	12/15/2011	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	8.60
64913	12/15/2011	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.60
64913	12/15/2011	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.60
64913	12/15/2011	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	8.60
Check Total:						117.60
64914	12/15/2011	Risk Management	Insurance	CNA Surety	Bond/Policy#: 0601 70251687	100.00
Check Total:						100.00
64915	12/15/2011	Fire Station 2011	Professional Services	CNH Architects	Architectural Desig	17,005.06
Check Total:						17,005.06
64916	12/15/2011	Recreation Fund	Operating Supplies	Dawn Copeland	Bird Seed Reimbursement	17.94
Check Total:						17.94
64917	12/15/2011	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Youth Hockey Bingo	1,973.16
64917	12/15/2011	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Midway Speedskating Bingo	2,177.28
Check Total:						4,150.44
64918	12/15/2011	Recreation Fund	Professional Services	Kaila Dalager	Youth Soccer Coaching	210.00
Check Total:						210.00
64919	12/15/2011	General Fund	Contract Maint.- Old City Hall	Determan Fluid Solutions	Solid Sludge Disposal	1,223.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						1,223.00
64920	12/15/2011	General Fund	211200 - Financial Support	Diversified Collection Services, Inc.		210.24
Check Total:						210.24
64921	12/15/2011	Community Development	Training	Donald Salverda & Associates	Advanced Effective Management Cot	600.00
Check Total:						600.00
64922	12/15/2011	Recreation Fund	Professional Services	Sharon Eaton	PreschooL Instructor	158.00
Check Total:						158.00
64923	12/15/2011	Grass Lake Water Mgmt. Org.	Professional Services	Emmons & Olivier Resources, Inc.	GLWMO Management Plan	9,075.11
Check Total:						9,075.11
64924	12/15/2011	General Fund	Operating Supplies	General Industrial Supply Co.	Galvanized Supplies	21.48
64924	12/15/2011	General Fund	Op Supplies Old City Hall	General Industrial Supply Co.	Gray Sock	123.27
Check Total:						144.75
64925	12/15/2011	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956	Payroll Deduction for 12/13 Payroll	538.83
Check Total:						538.83
64926	12/15/2011	General Fund	211202 - HRA Employer	ING ReliaStar	December Contribution	9,376.00
Check Total:						9,376.00
64927	12/15/2011	General Fund	Memberships & Subscriptions	IPMA-HR MN	Annual Membership-Bacon	90.00
Check Total:						90.00
64928	12/15/2011	P & R Contract Maintenance	Clothing	Mike Lavelle	Boot Reimbursement Per Union Cont	114.99
Check Total:						114.99
64929	12/15/2011	Recreation Fund	Advertising	Let's Play, Inc.	Oval Advertising	708.96
Check Total:						708.96
64930	12/15/2011	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	Holiday Craft Fair Advertising	188.00
64930	12/15/2011	General Fund	Advertising	Lillie Suburban Newspaper Inc	Ordinances	85.01
64930	12/15/2011	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	ROP Recipe Wrap	289.00
Check Total:						562.01
64931	12/15/2011	General Fund	Op Supplies - City Hall	Linn Building Maintenance	Neutral Rinse, Aqua Pads	152.57

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64932	12/15/2011	General Fund	210600 - Union Dues Deduction	Local Union 49	Check Total:	152.57
					Payroll Deduction for 12/13 Payroll	928.00
64933	12/15/2011	General Fund	211402 - Flex Spending Health		Check Total:	928.00
					Flexible Benefit Reimbursement	276.91
64934	12/15/2011	General Fund	Training	MAMA	Check Total:	276.91
					Managers Meeting	15.00
64935	12/15/2011	P & R Contract Maintenance	Operating Supplies	Metro Brick, Inc.	Check Total:	15.00
					Belden Brick	555.75
64936	12/15/2011	Boulevard Landscaping	Operating Supplies	Mn Dept of Agriculture	Check Total:	555.75
					Pesticide Applicator License Renewal	15.00
64937	12/15/2011	Recreation Fund	Memberships & Subscriptions	MN Recreation and Park Association	Check Total:	15.00
					Adult Softball Team Registrations	3,402.00
64938	12/15/2011	Risk Management	Professional Services	Nardini Fire Equipment Co, Inc	Check Total:	3,402.00
					Fire Extinguisher Inspections	1,281.92
64938	12/15/2011	Risk Management	Professional Services	Nardini Fire Equipment Co, Inc	Fire Extinguisher Inspections	848.10
64939	12/15/2011	General Fund	Employer Insurance	NJPA	Check Total:	2,130.02
					Health Insurance Premium-Dec 2011	843.42
					Health Insurance Premium-Dec 2011	60,932.26
					Health Insurance Premium-Dec 2011	9,039.00
					Health Insurance Premium-Dec 2011	21,282.18
64940	12/15/2011	Water Fund	Accounts Payable	PATRICIA PALMER	Check Total:	92,096.86
					Refund Check	88.08
64941	12/15/2011	General Fund	Operating Supplies	Plaisted Co	Check Total:	88.08
					400 Ton Safety grit for winter ice con	4,928.23
					Sales Tax	343.75
64942	12/15/2011	Recreation Fund	Postage	Postmaster- Cashier Window #5	Check Total:	5,271.98
					Winter Brochure Postage-Acct 2437	4,900.00
64943	12/15/2011	Solid Waste Recycle	Memberships	Resource Recycling	Check Total:	4,900.00
					Subscription	107.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64944	12/15/2011	Recreation Fund	Professional Services	Paloma Rodriguez	Check Total:	107.00
					Youth Soccer Coaching	375.00
64945	12/15/2011	General Fund	Operating Supplies	Rosemount Saw & Tool Co.	Check Total:	375.00
					Chain Saw Sharpening	13.00
64946	12/15/2011	General Fund	211402 - Flex Spending Health	██████████	Check Total:	13.00
					Flexible Benefit Reimbursement	300.00
64947	12/15/2011	General Fund	210900 - Long Term Disability	Standard Insurance Company	Check Total:	300.00
					Life Insurance Payment-Dec 2011	2,713.61
64947	12/15/2011	General Fund	210502 - Life Ins. Employer	Standard Insurance Company	Life Insurance Payment-Dec 2011	1,308.22
64947	12/15/2011	General Fund	210500 - Life Ins. Employee	Standard Insurance Company	Life Insurance Payment-Dec 2011	2,262.52
64948	12/15/2011	General Fund	211200 - Financial Support	Steward, Zlimen & Jungers, LTD	Check Total:	6,284.35
					Case 09-	68.90
64949	12/15/2011	General Fund	Professional Services	Sheila Stowell	Check Total:	68.90
					City Council Meeting Minutes	293.25
64949	12/15/2011	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
64950	12/15/2011	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Check Total:	298.08
					Tires	481.71
64951	12/15/2011	General Fund	Training	Superior Signal Company, LLC	Check Total:	481.71
					Superior #1A	95.45
64951	12/15/2011	General Fund	209001 - Use Tax Payable	Superior Signal Company, LLC	Sales/Use Tax	-6.14
64952	12/15/2011	General Fund	Vehicle Supplies	Titan Machinery	Check Total:	89.31
					2011 Blanket PO for Vehicle Repairs	25.15
64952	12/15/2011	General Fund	Vehicle Supplies	Titan Machinery	2011 Blanket PO for Vehicle Repairs	249.38
64953	12/15/2011	General Fund	Vehicle Supplies	Tri State Bobcat, Inc	Check Total:	274.53
					Thermostat	78.77
64953	12/15/2011	General Fund	Vehicle Supplies	Tri State Bobcat, Inc	Thermostat	39.38
64954	12/15/2011	General Fund	Vehicle Supplies	Truck Utilities Mfg Co.	Check Total:	118.15
					Joystick	251.16
Check Total:						251.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64955	12/15/2011	General Fund	Operating Supplies	TwinSource	Icegripster Gloves	84.81
					Check Total:	84.81
64956	12/15/2011	General Fund	Contract Maintenance	Upper Cut Tree Service	Tree Trimming	6,305.63
64956	12/15/2011	General Fund	Contract Maintenance	Upper Cut Tree Service	Tree Trimming	4,065.53
					Check Total:	10,371.16
64957	12/15/2011	General Fund	Op Supplies - City Hall	Viking Electric Supply, Inc.	Electrical Supplies	824.86
					Check Total:	824.86
64958	12/21/2011	Information Technology	Contract Maintenance	Access Communications Inc	Technician Labor	158.02
64958	12/21/2011	Information Technology	Contract Maintenance	Access Communications Inc	Technician Labor	116.51
					Check Total:	274.53
64959	12/21/2011	General Fund	Vehicle Supplies	Auto Plus	Vehicle Parts	2.07
					Check Total:	2.07
64960	12/21/2011	General Fund	Operating Supplies	Batteries Plus	Batteries	74.03
					Check Total:	74.03
64961	12/21/2011	General Fund	Vehicle Supplies	Boyer Trucks, Corp.	Gasket	246.00
64961	12/21/2011	General Fund	Vehicle Supplies	Boyer Trucks, Corp.	Seal	2.80
					Check Total:	248.80
64962	12/21/2011	General Fund	Professional Services	Brighton Veterinary Hospital	Animal Control-Oct 2011	650.00
					Check Total:	650.00
64963	12/21/2011	Water Fund	Accounts Payable	WALLACE CALLINAN	Refund Check	187.46
					Check Total:	187.46
64964	12/21/2011	Telephone	SPT Support	CDW Government, Inc.	Replacement Phones	1,828.26
					Check Total:	1,828.26
64965	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	90.82
64965	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	56.10
64965	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	199.36
64965	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	304.96
64965	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	172.11
64965	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	86.06
64965	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	39.04
64965	12/21/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	101.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						1,050.11
64966	12/21/2011	Information Technology	Telephone	City of North St. Paul	Data Interconnects	600.00
64966	12/21/2011	Information Technology	Telephone	City of North St. Paul	511 Billing Interconnects	1,900.00
Check Total:						2,500.00
64967	12/21/2011	Information Technology	Telephone	Comcast Cable	High Speed Internet, Cable TV	73.57
Check Total:						73.57
64968	12/21/2011	Community Development	Deposits	Cottonwood Holdings	Construction Deposit Refund-185 N M	3,500.00
Check Total:						3,500.00
64969	12/21/2011	Recreation Fund	Advertising	Dex Media East LLC	Yellow Pages Advertising	41.05
64969	12/21/2011	Golf Course	Advertising	Dex Media East LLC	Yellow Pages Advertising	41.05
Check Total:						82.10
64970	12/21/2011	Recreation Fund	Operating Supplies	Amy Eichan	Supplies Reimbursement	23.27
Check Total:						23.27
64971	12/21/2011	General Fund	Contract Maintnenace	Embedded Systems, Inc.	Tornado Siren Repair	182.06
Check Total:						182.06
64972	12/21/2011	General Fund Donations	K-9 Supplies	Emblem Enterprises, Inc	K-9 Supplies	452.24
64972	12/21/2011	General Fund Donations	Use Tax Payable	Emblem Enterprises, Inc	Sales/Use Tax	-29.09
Check Total:						423.15
64973	12/21/2011	Grass Lake Water Mgmt. Org.	Professional Services	Emmons & Olivier Resources, Inc.	Project Management Service	880.96
Check Total:						880.96
64974	12/21/2011	General Fund	Operating Supplies	EMP	Medical Supplies	694.85
Check Total:						694.85
64975	12/21/2011	General Fund	Operating Supplies	Fed Ex	Shipping Charges	26.60
Check Total:						26.60
64976	12/21/2011	Information Technology	Contract Maintenance	FWR Communication Networks	Optical Cross Connect	200.00
Check Total:						200.00
64977	12/21/2011	General Fund	Operating Supplies	Garceaus Hardware	Saws	320.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64978	12/21/2011	General Fund	Other Improvements	Jason Gehrman	Check Total:	320.63
					SWAT Supplies Reimbursement	68.51
64979	12/21/2011	Water Fund	Accounts Payable	BARBARA GOSSELIN	Check Total:	68.51
					Refund Check	17.28
64980	12/21/2011	Police Vehicle Revolving	Vehicles & Equipment	Hamline Auto Body	Check Total:	17.28
					Vehicle Repair	2,911.92
64981	12/21/2011	Information Technology	Operating Supplies	Hewlett-Packard Company	Check Total:	2,911.92
		License Center	Contract Maintenance	Hewlett-Packard Company	Docking Station	149.63
		Information Technology	Operating Supplies	Hewlett-Packard Company	Laser Jet Printer	613.20
64982	12/21/2011	Singles Program	Operating Supplies	Jean Hoffman	Laser Jet Printer	609.19
					Check Total:	1,372.02
64983	12/21/2011	Recreation Fund	Operating Supplies	Bob Holtz	Singles Supplies Reimbursement	40.00
					Check Total:	40.00
64984	12/21/2011	General Fund	Operating Supplies	ITL Patch Company	Supplies Reimbursement	11.85
					Check Total:	11.85
64985	12/21/2011	General Fund	Operating Supplies	Konrad Material Sales, LLC.	Reserve Rockers Emblems	224.98
		General Fund	Operating Supplies	Konrad Material Sales, LLC.	Check Total:	224.98
64986	12/21/2011	General Fund	Operating Supplies	Language Line Services	Deery 3723 Crack Sealnat	3,831.25
					Sales Tax	263.40
64987	12/21/2011	Risk Management	Police Patrol Claims	League of MN Cities Ins Trust	Check Total:	4,094.65
					Interpreter Service	55.70
64988	12/21/2011	General Fund	Memberships & Subscriptions	League of MN Human Rights Comm	Check Total:	55.70
					LMCIT Claim: 11064648	4,103.05
64989	12/21/2011	General Fund	Operating Supplies	LexisNexis Risk Data Mgmt, Inc.	Check Total:	4,103.05
					Membership Dues 2012	178.50
64989	12/21/2011	General Fund	Operating Supplies	LexisNexis Risk Data Mgmt, Inc.	Check Total:	178.50
					People Searches	100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64990	12/21/2011	General Fund	Professional Services	MASA Consulting, Inc.	Check Total:	100.00
					Offier Debriefing	525.00
64991	12/21/2011	General Fund	211403 - Flex Spend Day Care		Check Total:	525.00
					Dependent Care Reimbursement	907.75
64992	12/21/2011	Information Technology	Contract Maintenance	McAfee, Inc.	Check Total:	907.75
					Disaster Recovery Service	724.47
64993	12/21/2011	Recreation Improvements	Athletic Field Upgrades	Metro Athletic Supply, Inc.	Check Total:	724.47
					Lacrosse Goals	983.25
64994	12/21/2011	MN Islamic Cemetery	Professional Service	Minnesota Cemeteries Corp.	Check Total:	983.25
					Cemetery Maintenance	5,000.00
64995	12/21/2011	Recreation Fund	Operating Supplies	New Brighton Parks/Recreation	Check Total:	5,000.00
					Senior Fall Trip	1,097.73
64996	12/21/2011	Information Technology	Transportation	Scott Newcomb	Check Total:	1,097.73
					Mileage Reimbursement	144.84
64996	12/21/2011	Information Technology	Transportation	Scott Newcomb	Mileage Reimbursement	145.41
64997	12/21/2011	Street Construction	Dale St btw Cty C & S Owasso	North Valley, Inc.	Check Total:	290.25
					Reconstruction, Mill & Overlay	35,718.98
64997	12/21/2011	Water Fund	Dale St btw Cty C & S Owasso	North Valley, Inc.	Reconstruction, Mill & Overlay	6,375.79
64997	12/21/2011	Sanitary Sewer	Dale St btw Cty C & S Owasso	North Valley, Inc.	Reconstruction, Mill & Overlay	2,166.51
64997	12/21/2011	Street Construction	2011 PMP	North Valley, Inc.	Reconstruction, Mill & Overlay	14,630.58
64997	12/21/2011	Water Fund	2011 PMP Project	North Valley, Inc.	Reconstruction, Mill & Overlay	79.80
64997	12/21/2011	Street Construction	2011 PMP	North Valley, Inc.	Reconstruction, Mill & Overlay	12,896.18
64997	12/21/2011	Storm Drainage	Alladin Street BMP	North Valley, Inc.	Reconstruction, Mill & Overlay	6,641.23
64998	12/21/2011	HRA Property Abatement Program	Payments to Contractors	Northern Door Company	Check Total:	78,509.07
					Building Maintenance-2529 Maple	1,331.59
64999	12/21/2011	Recreation Fund	Rental	On Site Sanitation, Inc.	Check Total:	1,331.59
					Regular Service	21.64
64999	12/21/2011	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	11.22
64999	12/21/2011	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	63.95
64999	12/21/2011	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	33.23
64999	12/21/2011	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	11.22

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64999	12/21/2011	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	61.45
64999	12/21/2011	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	144.64
Check Total:						347.35
65000	12/21/2011	Recreation Fund	Advertising	The Perfect Wedding Guide	Oval Advertising	1,860.00
Check Total:						1,860.00
65001	12/21/2011	Grass Lake Water Mgmt. Org.	Professional Services	Tom Petersen	GLWMO Professional Service	2,253.37
Check Total:						2,253.37
65002	12/21/2011	Central Svcs Equip Revolving	Rental - Office Machines	Pitney Bowes	Postage Machine	1,158.00
Check Total:						1,158.00
65003	12/21/2011	General Fund	Contract Maintenance	Public Safety Equipment LLC	Tuning Forks	53.97
Check Total:						53.97
65004	12/21/2011	Grass Lake Water Mgmt. Org.	Capital Outlay	Ramsey Conservation District	Aladdin Street Project	5,000.00
Check Total:						5,000.00
65005	12/21/2011	General Fund	Dispatching Services	Ramsey County	911 Dispatch	18,901.85
65005	12/21/2011	General Fund	Professional Services	Ramsey County	Fleet Support	22.40
65005	12/21/2011	General Fund	Professional Services	Ramsey County	Fleet Support	510.72
Check Total:						19,434.97
65006	12/21/2011	General Fund	Contract Maintnenace	Ready Watt Electric-Inc.	Siren Repair	499.00
Check Total:						499.00
65007	12/21/2011	Water Fund	Accounts Payable	REMAX SPECIALIST	Refund Check	18.10
Check Total:						18.10
65008	12/21/2011	General Fund	Training	Lorne Rosand	Training Lunch Reimbursement	17.30
Check Total:						17.30
65009	12/21/2011	Water Fund	Accounts Payable	LIANE ROSEL	Refund Check	51.56
65009	12/21/2011	Sanitary Sewer	Accounts Payable	LIANE ROSEL	Refund Check	3.83
Check Total:						55.39
65010	12/21/2011	General Fund	Office Supplies	Schwaab Inc	Rubber Stamp	10.97
Check Total:						10.97
65011	12/21/2011	Recreation Fund	Transportation	Speco Charter LLC	Senior Trip	565.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						565.00
65012	12/21/2011	Central Svcs Equip Revolving	Other Improvements	Springbrook Software, Inc.	Access Agent V7	2,500.00
65012	12/21/2011	General Fund	Contractual Maintenance	Springbrook Software, Inc.	Maintenance	104.20
Check Total:						2,604.20
65013	12/21/2011	Fire Station 2011	Professional Services	Springsted, Inc.	Bond Litigation Defense	1,801.93
65013	12/21/2011	Park Renewal 2011	Professional Services	Springsted, Inc.	Bond Litigation Defense	1,801.94
Check Total:						3,603.87
65014	12/21/2011	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Credit	-171.99
65014	12/21/2011	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	377.66
65014	12/21/2011	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	152.85
65014	12/21/2011	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Drum	81.05
Check Total:						439.57
65015	12/21/2011	General Fund	Operating Supplies	State of Minnesota	911 Citations	474.47
Check Total:						474.47
65016	12/21/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	GLWMO Meeting Minutes	166.75
65016	12/21/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
65016	12/21/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	GLWMO Public Hearing	132.25
65016	12/21/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	GLWMO Business Meeting Minutes	155.25
65016	12/21/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	Mileage Reimbursement	1.44
Check Total:						460.52
65017	12/21/2011	General Fund	Operating Supplies	Suburban Ace Hardware	Sandpaper	9.81
65017	12/21/2011	General Fund	Operating Supplies	Suburban Ace Hardware	Hooks	16.20
Check Total:						26.01
65018	12/21/2011	Recreation Fund	Professional Services	Rachel Tadsen	Assistant Dance Instructor	69.00
Check Total:						69.00
65019	12/21/2011	General Fund	Vehicle Supplies	Titan Machinery	Vehicle Supplies	139.54
65019	12/21/2011	General Fund	Vehicle Supplies	Titan Machinery	Vehicle Supplies	262.68
Check Total:						402.22
65020	12/21/2011	General Fund	Vehicle Supplies	Truck Utilities Mfg Co.	Fixed Control Head	127.18
Check Total:						127.18
65021	12/21/2011	P & R Contract Maintenance	Operating Supplies	Anita Twaroski	Mileage Reimbursement	137.09

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65021	12/21/2011	P & R Contract Maintenance	Operating Supplies	Anita Twaroski	Mileage Reimbursement	64.26
					Check Total:	201.35
65022	12/21/2011	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Charge	90.84
65022	12/21/2011	General Fund	Professional Services	Twin Cities Transport & Recove	Towing	90.84
					Check Total:	181.68
65023	12/21/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Logos	41.68
65023	12/21/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Shirts	119.56
65023	12/21/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Jacket	82.68
65023	12/21/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Jacket	287.99
					Check Total:	531.91
65024	12/21/2011	Sanitary Sewer	Contract Maintenance	Upper Cut Tree Service	Tree Removal	748.12
65024	12/21/2011	General Fund	Contract Maintenance	Upper Cut Tree Service	Tree Removal	7,025.97
65024	12/21/2011	P & R Contract Maintenance	Miscellaneous	Upper Cut Tree Service	Tree Removal	2,137.50
					Check Total:	9,911.59
65025	12/21/2011	Recreation Fund	Operating Supplies	US Bank	Petty Cash reimbursement	59.35
					Check Total:	59.35
65026	12/21/2011	General Fund	Vehicle Supplies	Valley National Gases	Filler Metal	44.67
					Check Total:	44.67
65027	12/21/2011	Recreation Fund	Professional Services	Kristina Van Deusen	Assistant Dance Instructor	84.00
					Check Total:	84.00
65028	12/21/2011	General Fund	Contract Maint.- Old City Hall	Village Plumbing, Inc.	Water Line Service	407.00
					Check Total:	407.00
65029	12/21/2011	General Fund	Employee Recognition	Welchlin Communication Strategies	Employee Lunch Speaker	1,000.00
					Check Total:	1,000.00
65030	12/21/2011	Information Technology	Telephone	XO Communications Inc.	Telephone	1,405.71
					Check Total:	1,405.71
65031	12/21/2011	General Fund	Vehicle Supplies	Zep Sales & Service	Cleaning Supplies	176.17
65031	12/21/2011	General Fund	209001 - Use Tax Payable	Zep Sales & Service	Sales/Use Tax	-11.33
					Check Total:	164.84
65032	12/28/2011	Fire Station 2011	Professional Services	Advanced Environmental Restoration, Inc.	Removal & Disposal of Asbestos Mat	4,747.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						4,747.00
65033	12/28/2011	General Fund	Training	Jamie Baker	Training Lunch for 4 Reimbursement	58.08
Check Total:						58.08
65034	12/28/2011	Fire Station 2011	Professional Services	Briggs and Morgan, P.A.	Litigation Services	16,417.93
65034	12/28/2011	Park Renewal 2011	Professional Services	Briggs and Morgan, P.A.	Litigation Services	16,417.93
Check Total:						32,835.86
65035	12/28/2011	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaning	22.00
Check Total:						22.00
65037	12/28/2011	General Fund	Operating Supplies	Central Power Distributors Inc	Loop, Chain	81.50
Check Total:						81.50
65038	12/28/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	9.48
Check Total:						9.48
65039	12/28/2011	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.60
65039	12/28/2011	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	8.60
65039	12/28/2011	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	8.60
65039	12/28/2011	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.60
65039	12/28/2011	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.60
65039	12/28/2011	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	8.60
Check Total:						117.60
65040	12/28/2011	General Fund	Non Business Licenses - Pawn	City of Minneapolis Receivables	Pawn Transaction-Nov 2011	1,125.00
Check Total:						1,125.00
65041	12/28/2011	Fire Station 2011	Professional Services	CNH Architects	Architectural Design	16,709.88
Check Total:						16,709.88
65042	12/28/2011	Recreation Fund	Contract Maintenance	Cool Air Mechanical, Inc.	Ammonia	1,530.03
65042	12/28/2011	Recreation Fund	Use Tax Payable	Cool Air Mechanical, Inc.	Sales/Use Tax	-56.03
Check Total:						1,474.00
65043	12/28/2011	General Fund	211200 - Financial Support	Diversified Collection Services, Inc.		210.24
Check Total:						210.24
65044	12/28/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65045	12/28/2011	Recreation Fund	Professional Services	Field Day	Check Total:	1,000.00
					New Years Eve Photo Buttons	485.00
					Check Total:	485.00
65046	12/28/2011	Recreation Fund	Operating Supplies	Fikes, Inc.	Roll Towel Dispenser, Soap Dispense	346.28
65046	12/28/2011	Recreation Fund	Operating Supplies	Fikes, Inc.	Toilet Tissue,	192.38
65047	12/28/2011	General Fund	Career Development Training	Ted Fish	Check Total:	538.66
					Tuition Reimbursement	716.00
					Check Total:	716.00
65048	12/28/2011	Information Technology	Operating Supplies	Graybar, Inc.	Patch Cables	97.34
65049	12/28/2011	Police Vehicle Revolving	Vehicles & Equipment	Hamline Auto Body	Check Total:	97.34
					Squad 1107 Repair	1,075.70
					Check Total:	1,075.70
65050	12/28/2011	Recreation Fund	Operating Supplies	Ice Skating Institute	Badges	41.72
65050	12/28/2011	Recreation Fund	Use Tax Payable	Ice Skating Institute	Sales/Use Tax	-2.68
65051	12/28/2011	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956	Check Total:	39.04
					Payroll Deduction for 12/27 Payroll	538.83
					Check Total:	538.83
65052	12/28/2011	Telephone	PSTN-PRI Access/DID Allocation	Integra Telecom	Telephone	308.81
65053	12/28/2011	Storm Drainage	Professional Services	League of MN Cities	Check Total:	308.81
					MN Cities Stormwater Coalition Con	1,125.00
					Check Total:	1,125.00
65054	12/28/2011	Recreation Improvements	Central Park Pier Replacement	Lightning Disposal, Inc.	Rolloffs	1,990.20
65055	12/28/2011	Grass Lake Water Mgmt. Org.	Professional Services	Lillie Suburban Newspaper Inc	Check Total:	1,990.20
					Watershed Notices	144.00
					Check Total:	144.00
65056	12/28/2011	General Fund	Contract Maintenance	LPD Electric, Inc.	Lamps, Ballasts	1,115.41
					Check Total:	1,115.41

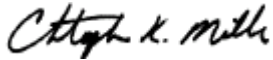
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65057	12/28/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	192.25
					Check Total:	192.25
65058	12/28/2011	Recreation Fund	Operating Supplies	MN Recreation and Park Association	Post Season Berths	160.00
					Check Total:	160.00
65059	12/28/2011	General Fund	209001 - Use Tax Payable	Motorola, Inc.	Sales/Use Tax	-182.58
65059	12/28/2011	General Fund	Vehicle Supplies	Motorola, Inc.	Software, Battery	2,838.26
					Check Total:	2,655.68
65060	12/28/2011	Risk Management	Professional Services	Nardini Fire Equipment Co, Inc	System Inspection	205.00
65060	12/28/2011	General Fund	Fire Permits	Nardini Fire Equipment Co, Inc	Fire Permit Refund-2750 Victoria Str	76.62
					Check Total:	281.62
65061	12/28/2011	Police Vehicle Revolving	Capital Outlay	National Camera Exchange	Equipment Replacement	1,554.87
					Check Total:	1,554.87
65062	12/28/2011	General Fund Donations	K-9 Supplies	Petco Animal Supplies, Inc.	K9 Supplies	169.90
65062	12/28/2011	General Fund Donations	K-9 Supplies	Petco Animal Supplies, Inc.	K9 Supplies	145.31
					Check Total:	315.21
65063	12/28/2011	General Fund	211401- HSA Employee	Premier Bank	HSA	1,998.18
					Check Total:	1,998.18
65064	12/28/2011	P & R Contract Maintenance	Operating Supplies	Scharber & Sons	Keys	15.50
					Check Total:	15.50
65065	12/28/2011	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	29.75
65065	12/28/2011	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	89.25
					Check Total:	119.00
65066	12/28/2011	Fire Station 2011	Professional Services	Springsted, Inc.	Series 2011 A Bond Services	13,269.89
65066	12/28/2011	Park Renewal 2011	Professional Services	Springsted, Inc.	Series 2011 A Bond Services	13,269.89
					Check Total:	26,539.78
65067	12/28/2011	Water Fund	St. Paul Water	St. Paul Regional Water Services	Water	289,622.90
					Check Total:	289,622.90
65068	12/28/2011	General Fund	211200 - Financial Support	Steward, Zlimen & Jungers, LTD	Case #: 09-06243-0	68.90
					Check Total:	68.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
65069	12/28/2011	General Fund	Training	Superior Signal Company, LLC	Training Supplies	106.14
65069	12/28/2011	General Fund	209001 - Use Tax Payable	Superior Signal Company, LLC	Sales/Use Tax	-6.83
						Check Total:
						99.31
65070	12/28/2011	Police Vehicle Revolving	Capital Outlay	Taser International, Inc.	X26 Kit	865.63
65070	12/28/2011	Police Vehicle Revolving	Use Tax Payable	Taser International, Inc.	X26 Kit	-55.68
						Check Total:
						809.95
65071	12/28/2011	General Fund	Contract Maintenance Vehicles	Tousley Ford Inc	Vehicle Repair	537.35
						Check Total:
						537.35
65072	12/28/2011	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	339.12
65072	12/28/2011	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	319.62
65072	12/28/2011	General Fund	Professional Services	Twin Cities Transport & Recove	Forfeiture	90.84
65072	12/28/2011	General Fund	Professional Services	Twin Cities Transport & Recove	Towing	90.84
65072	12/28/2011	General Fund	Professional Services	Twin Cities Transport & Recove	Towing	90.84
65072	12/28/2011	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.84
65072	12/28/2011	General Fund	Operating Supplies	Twin Cities Transport & Recove	Towing	187.03
65072	12/28/2011	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.84
65072	12/28/2011	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.84
						Check Total:
						1,390.81
65073	12/28/2011	General Fund	Vehicle Supplies	United Rentals Northwest, Inc.	2011 Blanket PO for Vehicle Repairs	169.71
						Check Total:
						169.71
65074	12/28/2011	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	Tree Removal	572.85
						Check Total:
						572.85
65075	12/28/2011	General Fund	Contract Maintenance	Verizon Wireless		259.75
						Check Total:
						259.75
65076	12/28/2011	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Location/Repair	2,069.85
						Check Total:
						2,069.85
65077	12/28/2011	General Fund	Vehicle Supplies	Winter Equipment, Inc.	2011 Blanket PO for Vehicle Repairs	987.85
						Check Total:
						987.85
						Report Total:
						2,110,130.07

REQUEST FOR COUNCIL ACTION

Date: 01/09/2012
Item No.: 7 . b

Department Approval



City Manager Approval



Item Description: Approval of 2012/2013 Business Licenses

BACKGROUND

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

Gasoline Station License

Roseville Marathon
2216 W. County Rd D
Roseville, MN 55113

Cigarette/Tobacco Products License

Roseville Marathon
2216 W. County Rd D
Roseville, MN 55113

Massage Therapist

Matthew Dae-Hyun Williamson, Chee Ea Ong Yang Ly, Saowalak Mortenson, Joshua Bruyning, Mark Burns,
Erna Janssens-Verbelen, Amy Christiansen
At Massage Envy Roseville
2480 Fairview Ave, Suite 120
Roseville, MN 55113

Massage Therapist

Malory Anderberg
At Serene Body Therapy
1629 W. County Rd C
Roseville, MN 55113

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

31

32 **STAFF RECOMMENDATION**

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

35 **REQUESTED COUNCIL ACTION**

36

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

Prepared by: Chris Miller, Finance Director

Attachments:

38



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

Gasoline Station License Application

Business Name DMTS, LLC dba ROSEVILLE MARATHON
Business Address _____
Business Phone _____
Email Address _____

Person to Contact in Regard to Business License:

Name _____
Address _____
Phone _____

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

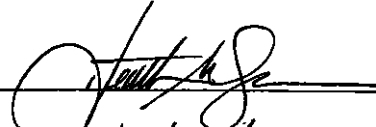
License Required

Fee

Gasoline Station

\$130.00

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

Signature 
Date 12/19/11

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

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



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

Cigarette/Tobacco Products License Application

Business Name DUTS, LLC dba ROSEVILLE MARATHON
Business Address 2660 Civic Center Drive, Roseville, MN 55113
Business Phone (651) 792-7036
Email Address info@duts.com

Person to Contact in Regard to Business License:

Name John J. Smith
Address 2660 Civic Center Drive, Roseville, MN 55113
Phone (651) 792-7036

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

<u>License Required</u>	<u>Fee</u>
Cigarette/Tobacco Products	\$200.00

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

Signature [Signature]
Date 12/19/11

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



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

Massage Therapist License

New License ☒ Renewal ☐

For License year ending June 30 2012

1. Legal Name Amy Gwen Christiansen
2. Home Address _____
3. Home Telephone _____
4. Date of Birth _____
5. Drivers License Number _____
6. Email Address _____

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

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

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

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

License fee is 100.00
Make checks payable to City of Roseville



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

Massage Therapist License

New License ☒ Renewal ☐

For License year ending June 30 2012

1. Legal Name Erna Janssens-Verbelen
2. Home Address 1111 1st St N
3. Home Telephone 763-451-1111
4. Date of Birth 11/11/11
5. Drivers License Number 11111111
6. Email Address

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

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

Massage Therapy of Roseville

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

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

License fee is 100.00

Make checks payable to City of Roseville



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

Massage Therapist License

New License X Renewal _____

For License year ending June 30 2012

1. Legal Name MARK BURNS

2. Home Address _____

3. Home Telephone _____

4. Date of Birth _____

5. Drivers License Number B

6. Email Address _____

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

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

MASSAGE ENVY ROSEVILLE MN

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

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

License fee is 100.00

Make checks payable to City of Roseville



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

Massage Therapist License

New License _____ Renewal _____

For License year ending June 30 _____

1. Legal Name Joshua L. Bruynning
2. Home Address _____
3. Home Telephone _____
4. Date of Birth _____
5. Drivers License Number _____
6. Email Address _____

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

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

Massage Envy

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

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

License fee is 100.00

Make checks payable to City of Roseville



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

Massage Therapist License

New License _____ Renewal _____

For License year ending June 30 2012

1. Legal Name SADWALAK MORTENSON
2. Home Address _____
3. Home Telephone _____
4. Date of Birth _____
5. Drivers License Number _____
6. Email Address _____

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

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

MASSAGE ENVY ROSEVILLE

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

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

License fee is 100.00

Make checks payable to City of Roseville



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

Massage Therapist License

New License X Renewal _____

For License year ending June 30 2012

1. Legal Name Chee Ea Ong Yang Ly
2. Home Address 2480 Fairview Ave Ste 120
3. Home Telephone _____
4. Date of Birth _____
5. Drivers License Number _____
6. Email Address _____

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

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.
Massage Envy of Roseville, 2480 Fairview Ave Ste 120
Roseville, MN 55113

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

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

License fee is 100.00

Make checks payable to City of Roseville



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

Massage Therapist License

New License ☒ Renewal ☐

For License year ending June 30 _____

1. Legal Name Matthew Dae-Hyun Williamson
2. Home Address 1111 Deer Creek Drive
3. Home Telephone 763-411-1111
4. Date of Birth 11/11/11
5. Drivers License Number 11111111
6. Email Address 11111111@11111111.com
7. Have you ever used or been known by any name other than the legal name given in number 1 above?
Yes _____ No ☒ If yes, list each name along with dates and places where used.

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

Massage Envy

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

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

License fee is 100.00

Make checks payable to City of Roseville



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

Massage Therapist License

New License X Renewal _____

For License year ending June 30 2012

1. Legal Name Malory Anderberg
2. Home Address _____
3. Home Telephone _____
4. Date of Birth _____
5. Drivers License Number _____
6. Email Address malory.anderberg@yahoo.com
7. Have you ever used or been known by any name other than the legal name given in number 1 above?
Yes _____ No X If yes, list each name along with dates and places where used.

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.
Serene Body Therapy
~~2660 Civic Center Drive~~ Roseville mn 55113
1629 W. County Rd C.

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

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

License fee is 100.00
Make checks payable to City of Roseville

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/09/2012
Item No.: 7.C

Department Approval

Christopher L. Miller

City Manager Approval

W. J. Mahonen

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
Utilities	Ferguson Waterworks	Water meters (a)	\$59,001.62
Utilities	Ferguson Waterworks	Water meter radio devices (b)	39,453.73
Utilities	Dakota Supply	ADE heads for meters (c)	9,822.72
Streets	Midway Ford	Replace F250 pickup (d)	20,982.58
Storm water	Towmaster	Replace L7500 Dump Truck (e)	87,304.01
Storm water	Boyer Truck	Replace L7500 Cab and Chassis (f)	36,063.14
Streets	Midway Ford	Replace F450 pickup (g)	28,485.14
Streets	Truck Utilities	Replace F450 box, hoist, pump (h)	11,228.29
Streets	Tri-State Bobcat	Replace 18" Planer attachment, drum (i)	9,785.48

Comments/Description:

- a) As part of the Council-approved conversion to an Automated Meter Reading (AMR) system.
- b) As part of the Council-approved conversion to an Automated Meter Reading (AMR) system.
- c) As part of the Council-approved conversion to an Automated Meter Reading (AMR) system.
- d) Replacement vehicle (2001) purchased off the State Bid Contract
- e) Replacement vehicle (1999) purchased off the State Bid Contract
- f) Replacement vehicle (1999) purchased off the State Bid Contract
- g) Replacement vehicle (2000) purchased off the State Bid Contract
- h) Replacement vehicle (2000) purchased off the State Bid Contract
- i) Replacement equipment (1995) purchased off the State Bid Contract

Sale of Surplus Vehicles or Equipment

21 City Staff have identified surplus vehicles and equipment that have been replaced and/or are no longer
22 needed to deliver City programs and services. These surplus items will either be traded in on replacement
23 items or will be sold in a public auction or bid process. The items include the following:
24

Department	Item / Description
Streets	Sell 2001 F250 pickup
Storm water	Sell 1999 Sterling L7500 truck, cab, chassis
Streets	Sell 2000 F350 truck, cab, chassis

25 **POLICY OBJECTIVE**

26 Required under City Code 103.05.

27 **FINANCIAL IMPACTS**

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

29 **STAFF RECOMMENDATION**

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

32 **REQUESTED COUNCIL ACTION**

33 Motion to approve the submitted list of general purchases, contracts for services, and if applicable the
34 trade-in/sale of surplus equipment.
35

36 Prepared by: Chris Miller, Finance Director
Attachments: A: None
37

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/09/12
Item No.: 7.d

Department Approval

Chris Miller

City Manager Approval

W. J. Mahinen

Item Description: Designation of Official Bank Depositories for 2012

BACKGROUND

State Statute requires the City to designate official bank depositories for which city funds may be deposited and held for safekeeping.

The attached resolution lists those institutions that will be used for various banking services. The institutions are selected on a bid basis.

POLICY OBJECTIVE

The designation of official bank depositories is required under State Statute.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution.

REQUESTED COUNCIL ACTION

Adopt the attached resolution designating the official bank depositories for 2012.

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution designating the official depositories for 2012

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 9th day of January, 2012 at 6:00 p.m.

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

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION ON DESIGNATION OF DEPOSITORIES

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville that the following banks are designated official depositories for the City of Roseville for 2012.

- US Bank
- Premier Bank
- M&I Bank

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

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of January, 2012, with the original thereof on file in my office.

56 WITNESS MY HAND officially as said Manager and the corporate seal of the City this 9th day of January,
57 2012.

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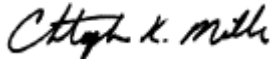
William J. Malinen
City Manager

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: 1/09/12
Item No.: 7.e

Department Approval



City Manager Approval



Item Description: Designation of Official Bank Signatories for 2012

BACKGROUND

State Statute requires the City to designate officials with the authority to sign checks for payment of goods and services. This includes checks processed through the City's payroll and accounts payable systems.

Traditionally, the Mayor, City Manager, and Finance Director have been designated as authorized individuals.

POLICY OBJECTIVE

The designation of official bank signatories is required under State Statute.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff Recommends that Mayor Dan Roe, City Manager Bill Malinen, and Finance Director Chris Miller be designated as official signatories for 2012.

REQUESTED COUNCIL ACTION

Adopt the attached resolution designating the Mayor, City Manager, and Finance Director as official signatories for 2012.

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution designating the Mayor, City Manager, and Finance Director as official signatories for 2012

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 9th day of January, 2012 at 6:00 p.m.

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

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION OF DESIGNATION OF BANK SIGNATORIES

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville that the following persons are designated official signatories for the City of Roseville for 2012:

- ❖ Daniel J. Roe, Mayor
- ❖ William J. Malinen, City Manager
- ❖ Christopher K. Miller, Finance Director

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

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 9th day of January, 2012 with the original thereof on file in my office.

WITNESS MY HAND officially as said Manager and the corporate seal of the City this 9th day of January, 2012.

William J. Malinen
City Manager

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: January 9, 2012
Item No.: 7.†

Department Approval

City Manager Approval



Item Description: Designate 2012 Legal Newspaper

BACKGROUND

Minnesota statutes require cities annually to designate a legal newspaper for publication of ordinances and other notices. Cities are not required to seek bids each year, so staff requested quotes from the newspapers for 2011 and 2012. Although the City may not designate a newspaper for more than one calendar year, we requested the information for two years to reduce staff work and to allow the City to project costs.

The City requested information from the Pioneer Press, Roseville Review and Star Tribune. The Star Tribune did not return the request for Legal Newspaper Information.

Newspaper	Roseville Review	Pioneer Press
Cost of Sample Notices	\$ 126.00	\$512.00
Distribution in Roseville	9,359	5,709
Percent Circulation - Roseville	67.23%	23.9%
Publication Frequency	Weekly	Daily
Lead Time to Submit Legal	3 days	2-3 days
Method for Ad Proof	Fax	Mail, Fax, Email
Method Affidavit of Publication	Mail	Mail, Fax
Access to Archived Affidavits	No	yes

FINANCIAL IMPLICATIONS

The 2012 budget includes funds for legal notices. In 2011 the City spent approximately \$1,400 in Legal Notices.

REQUESTED COUNCIL ACTION

Motion designating the lowest bidder, the Roseville Review, as the legal newspaper for the City of Roseville for 2012.

Prepared by: William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: 1-9-12
Item No.: 7.9

Department Approval



City Manager Approval



Item Description: Authorization to Seek Donations for Various City Functions and Events

BACKGROUND

The City Council established a policy in February of 1997 requiring Council approval of formal written request for donations to the City. The City has annually requested support from community groups and businesses for several city functions and special events. A typical letter of request is attached. The activities that the authorization is requested to seek donations for include:

Fire Department

Annual Firefighter Recognition Event

Parks and Recreation

Volunteer Recognition Banquet – March
Tapping Time at Nature Center - March
Community Arts Program- March –August
Tour de Roses – April – June
Earth Day – April
Summer Concert Series- May-August
Puppet Wagon – June- August
Discover Your Parks – June – August
Rosefest – June-July
July 4th Party in the Park – July
Battle of the Bands – July
Mosquito Bluegrass Festival – July-August
Roll in Movies at the OVAL – June - August
Halloween Event - October
Holiday Craft Fair - December
New Year's Eve Event- December

Police Department

Shop with a Cop program
Night to Unite
Family Night Out
Reserve Officer Recognition Dinner
Citizen Park Patrol supplies

Heart Defibrillators
Citizen Academy
Police Explorers- training and supplies
Safety Brochures and Information
K9 Unit

Roseville Housing and Redevelopment Authority
Living Smarter Home and Garden Fair

POLICY OBJECTIVE

The following is the City of Roseville's policy regarding the solicitation of donations. To avoid conflict of interest or appearance of impropriety, the solicitation of donations by City staff is not permitted except by authorization of the City Council. The Council approves all the donations received.

FINANCIAL IMPACTS

Approved donations for these events may result in a budget reduction.

STAFF RECOMMENDATION

Staff recommends the authorization as per City policy for the requesting of donations for the following special events:

Fire Department

Annual Firefighter Recognition Event

Parks and Recreation

Volunteer Recognition Banquet – March
Tapping Time at Nature Center - March
Community Arts Program –March - August
Tour de Roses- April - June
Earth Day –April
Summer Concert Series-- May-August
Puppet Wagon – June- August
Discover Your Parks – June – August
Rosefest – June-July
July 4th Party in the Park – July
Battle of the Bands – July
Mosquito Bluegrass Festival – July-August
Roll in Movies at the OVAL – June - August
Halloween Event – October
Holiday Craft Fair - December
New Year's Eve Event - December

Police Department

Shop with a Cop program
Night to Unite
Family Night Out
Reserve Officer Recognition Dinner
Citizen Park Patrol supplies
Heart Defibrillators

Citizen Academy
Police Explorers- training and supplies
Safety Brochures and Information
K9 Unit

Roseville Housing and Redevelopment Authority
Living Smarter Home and Garden Fair

REQUESTED COUNCIL ACTION

Motion authorizing the City Manager or his designee to send letters requesting support for:

Fire Department

Annual Firefighter Recognition Event

Parks and Recreation

Volunteer Recognition Banquet – March
Tapping Time at Nature Center - March
Community Arts Program –March – August
Earth Day –April
Summer Concert Series-- May-August
Puppet Wagon – June- August
Discover Your Parks — June – August
Rosefest – June-July
July 4th Party in the Park – July
Battle of the Bands – July
Mosquito Bluegrass Festival – July-August
Roll in Movies at the OVAL – June - August
Halloween Event – October
Holiday Craft Fair - December
New Year's Eve Event- December

Police Department

Shop with a Cop program
Night to Unite
Family Night Out
Reserve Officer Recognition Dinner
Citizen Park Patrol supplies
Heart Defibrillators
Citizen Academy
Police Explorers- training and supplies
Safety Brochures and Information
K9 Unit

Roseville Housing and Redevelopment Authority
Living Smarter Home and Garden Fair

Prepared by: Lonnie Brokke, Director of Parks and Recreation
Attachments: A: Sample Letter

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September 26, 2012

Dear Friends of Roseville’s Parks and Recreation:

On Saturday, October 24, the Roseville Parks and Recreation Department is holding its annual Halloween Spook-tacular at the Harriet Alexander Nature Center. This fun event features a Haunted Hayride, a bonfire, Halloween games and activities, live nighttime animals, free refreshments, treat bags, and much more! It is the kind of evening families look forward to attending each year.

The true success of the Halloween Spook-tacular depends upon the generous contributions of Roseville area businesses like yours. We ask you to consider providing a financial donation, gift certificate, or the gift of a product to be used for our Halloween Spook-tacular event. Your contributions help to make this event a fun-filled celebration as well as a valuable learning experience for children and their families.

Contributing businesses will be gratefully acknowledged during this Halloween celebration. Checks can be made payable to the City of Roseville - Halloween Celebration and returned in the enclosed postage paid envelope. Please call Debbie Cash at 651-792-7163 with any questions or for the pick up of a donated product.

Thank you very much for your generous consideration.

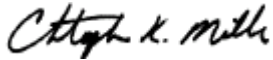
Sincerely,

Bill Malinen
Roseville City Manager

REQUEST FOR COUNCIL ACTION

Date: 1/09/12
Item No.: 7.h

Department Approval



City Manager Approval



Item Description: Consider Not Waiving Statutory Liability Limits

BACKGROUND

Minnesota Statute 466.04 states that liability of any municipality on any one claimant shall not exceed \$500,000 when the claim is for death, wrongful act, or omission; and shall not pay more than \$1,500,000 for claims arising out of a single occurrence.

State Statute provides municipalities the opportunity to waive the individual statutory limit. By waiving the statutory limit, there is no limit on the settlement a claimant(s) may receive. The City's Liability Insurance provider requires a formal action by the City Council designating their intentions.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Waiving the Statutory limits would create greater risk and carry the potential for higher insurance payouts on claims brought against the City.

STAFF RECOMMENDATION

Staff recommends the Council NOT waive the Statutory Liability Limits.

REQUESTED COUNCIL ACTION

Motion to NOT waive the Statutory Liability Limits.

Prepared by: Chris Miller, Finance Director

Attachments: A: N/A

REQUEST FOR COUNCIL ACTION

Date: 1-9-12
Item No.: 7.1

Department Approval



City Manager Approval



Item Description: Annual City Sign Permits for 2012

BACKGROUND

The City Council annually approves sign permits for City events held throughout the year by multiple City Departments. The City Code, Signage Section 1009.003A2 states "City and Public Signs: Except for traffic-related signage, all permanent city, school or other governmental unit signage including flags must be approved by the City Council."

For 2012 the Departments prepared the attached list of signage requirements for the entire year, recognizing that some events may change dates or times slightly.

The signs and displays must adhere to setback provisions, except for directional signage, which may be at the property line.

STAFF RECOMMENDATION

Staff recommends the Council approve the 2012 sign permit for City uses and promotions as listed in the attached summary.

REQUESTED COUNCIL ACTION

By motion, approve the 2012 sign permit for City uses and promotions as listed in the 2012 Sign Summary, dated 01/9/12.

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachments: A: Listing of Temporary Signage

20 Annual City Temporary Signage 1-9-2012

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EVENT/ACTIVITY	SIGN DESCRIPTION	LOCATION	TIMING
PR - Rink Attendants Wanted	4 x 4 two-sided display	At 6 warming house locations	As needed November / Dec
PR - Golf Course Specials	4 x 8 signs on plywood	- Attached to clubhouse and I.D. sign - Attached to fence along Hwy 36	April - October
PR - Discover Your Parks Series	4 x 8 signs on plywood	in front of each scheduled park	Various locations, up to 30, April - September
PR - Community Halloween Party	4 x 8 sign on plywood - directional	- HANC - CP Dale Street Arboretum area	October
PR – Nature Center Special Events Earth Day, Open House, Wild Rice Festival	4 x 8 sign - directional	HANC	Periodically Feb - September
PR - Garden Tour & Holiday Rose Tour	directional	Depending on which homes are selected	- July - November
PR – Passport to Play/Discover Your Parks	4 x 8 sign on plywood	In front of each programmed park	May - August
PR - Summer Staff Recruitment	4 x 8 sign on plywood	Rotated among parks system-wide	March - May
PR –Arboretum Special Events Plant Sale	4 x 4 two sided display	Entrance to the Arboretum Parking Lot on Dale Street	Periodically May – September
PR - Rosefest events including Parade, Run/Roll for the Roses, Tour de Roses	traffic information	Along and near route	June/July
PR - Holiday Craft Fair/Boutique	4 x 8 signs on plywood - directional	- City Hall - Civic Center and C and Woodhill, - Numerous locations throughout City	December
PR - Art Series/Art and Craft Show	directional	- Roseville Skating Center - Civic Center and C and Woodhill, entrance to Skating Center - Numerous locations throughout City	Periodically March - December
PR – Wild Rice Festival	4 x 8 signs on plywood - directional	- HANC - Numerous locations throughout City	September-October
PR – Summer Special Events at Amphitheatre	directional	Central Park Lexington and Amphitheatre area	May - August
PR – Tapping Time event	4 x 8 signs on plywood - directional	- HANC - Numerous locations throughout City	March
PR - Skating Center	- directional - welcome	Near Building	- Major State/National/International events as scheduled - FOF Matching Campaign
CD – Living Smarter Fair	directional signage	North and Southbound Fairview Ave. and Cleveland Ave., in addition running West and East along Hwy 36 Service Rd and East and Westbound Cty Rd B and Cty Rd B2	February

PD - Recruiting Police Reserves	• 5 x 5 two-sided display	in front of City Hall	• as needed
FD - Recruiting Fire Fighters	• 5 x 5 two-sided display	in front of each station	• as needed
FD - Fire Dept. Booya	• 4 x 8 signs on plywood	in front of each station	• September/October
FD - Fire Dept. Open Houses	• Approximately 4x8 ft. sign on plywood on side of City Vehicle • 4x4 two-sided display	located on Fire Dept. property	• anticipated Summer/Fall
FD – Blood Pressure Clinic	• 7’x4’ aluminum sign announcing upcoming clinics	Roseville Fire Station 3	• year round
PW - Roseville Visitors Association “Welcome to Roseville Signs”	• 1 x 3 signs	County Road B2 Larpenteur Avenue	• year round

REQUEST FOR COUNCIL ACTION

Date: 01/09/2012
Item No.: 7.J

Department Approval



City Manager Approval



Item Description: **Approval of annual contract renewals between the Roseville HRA (RHRA) with the City of Roseville for fiscal support, support staff, and Executive Director services for 2012 (HF0118)**

BACKGROUND

The City and RHRA annually enter into contracts for the use of City fiscal services and staff. The cost for the use of Roseville's Finance Department to act as the RHRA Fiscal Agent is 5% of the total HRA administrative budget. For 2012, the RHRA administrative budget is \$103,454.00 which includes the staff fees, memberships and subscriptions and training. The fiscal fee based upon the contract is \$5,173.00 for 2012, which will be transferred on quarterly basis from the RHRA Fund to the City's General Fund. The contract dates and amounts have been revised; however, all other items remain the same as 2011.

The costs for administrative support services include charges related to assistance with the planning and operation of the Living Smarter Home and Garden Fair. The Community Development Department employs a part time assistant position of which 416 hours annually is dedicated to HRA duties. The annual contract amount for this service is estimated to be a maximum of \$8,828.00 and will be transferred on a quarterly basis from the HRA Fund to the City Community Development Fund.

In addition to normal administrative services, the RHRA also has a Housing Program Manager to implement the RHRA work plan and day-to-day activities of the RHRA. The costs for administrative support services provided by the Housing Program Manager is estimated to be \$64,000 annually which includes wages and benefits based on 29 hours per week and will be a transferred on a quarterly basis from the HRA Fund to the City Community Development Fund.

Finally, the Roseville Community Development Director serves as the RHRA Executive Director. The RHRA Executive Director provides day-to-day management of the HRA actions, programs, budget and activities with guidance from the RHRA Board. It has been determined that 15% percent of the Community Development Director's time is spent on RHRA matters. Accordingly, the 2012 RHRA budget has allocated \$20,551.00 to pay for the RHRA Executive Director's services to the City Community Development Fund. This amount will be transferred from the HRA Fund to the City Community Development Fund on a quarterly basis.

30 **FINANCIAL IMPACTS**

31 The RHRA will pay the City \$98,552 for fiscal services, administrative staff support and the services of
32 the Community Development Director.

33 **STAFF RECOMMENDATION**

34 Staff recommends that the City Council authorize the City Manager to enter into contracts with the
35 Roseville HRA for the City to provide fiscal services, administrative staff support and the services of
36 the Community Development Director and the Housing Program Manager and charge the Roseville
37 HRA \$98,552.00 for those services.

38 **REQUESTED COUNCIL ACTION**

39 **MOTION** to authorize the City Manager to enter into contracts with the Roseville HRA for the City to
40 provide fiscal services, administrative staff support and the services of the Community Development
41 Director and Housing Program Manager and charge the Roseville HRA \$98,552.00 for those services.

42
Prepared by: Patrick Trudgeon (651) 792-7071

Attachments: A: Service Agreement – Fiscal Services
B: Service Agreement – Administrative Services
C: Service Agreement – Housing Program Manager
D: Service Agreement – Executive Director



Memo

2 **To:** Pat Trudgeon, Community Development Director
3 **From:** Chris Miller, Finance Director
4 **Date:** December 20, 2011
5 **Re:** 2012 Administrative Fee for the HRA

6
7
8 Pat,
9

10 Based on our past practices for both stand-alone City activities and City-sponsored activities like
11 the RVA, we typically charge a 5% administrative fee, based on the total operating budget. The
12 administrative fee covers the costs of general services provide by the Finance and Administration
13 Departments and would be separate from any services provided by Community Development
14 Staff. It also covers various facilities charges.

15
16 The administrative fee covers the following services:
17

- 18 ☐ Process bi-weekly payroll and payment of invoices.
- 19 ☐ Provide monthly reporting including summaries of past and current revenues and
20 expenditures.
- 21 ☐ Provide assistance and guidance in the preparation of the HRA's annual budget.
- 22 ☐ Coordinate the selection of a CPA firm and the preparation of all audit workpapers for the
23 purposes of conducting an annual financial audit.
- 24 ☐ Establish and maintain all banking and investment relationships and procedures.
- 25 ☐ Provide for the proportionate share of office space, office supplies, etc.
- 26 ☐ Maintain coverage for the HRA and its activities, on the City's insurance policies.

27
28 The list of items shown above detail the regular on-going functions provided by City of
29 Roseville Staff in the Finance and Administration Departments. Additional assistance is
30 provided on an as needed basis.

31
32 At 5% and a 2011 HRA Administrative Budget (excluding loan programs) of \$103,454, the
33 admin fee for 2011 would be \$5,173. If you have any questions, please feel free to call me.

34
35 Thanks.
36

**HOUSING & REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE
SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the 9th day of January, 2012 by and between the Housing & Redevelopment Authority in and for the City of Roseville, Minnesota, hereinafter referred to as the HRA, and the City of Roseville, a Minnesota municipal corporation, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, the HRA desires to contract with the City for certain fiscal assistance services in connection with the operations and activities of the HRA.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Scope of Services. The City shall perform necessary and requested services for the implementation of financial actions and activity of the HRA summarized as follows:

- A. Process bi-weekly payroll and payment of invoices.
- B. Provide monthly reporting including summaries of past and current revenues and expenditures.
- C. Provide assistance and guidance in the preparation of the HRA's annual budget.
- D. Coordinate the selection of a CPA firm and the preparation of all audit work papers for the purposes of conducting an annual financial audit. (Audit costs shall be paid by the HRA).
- E. Establish and maintain all banking and investment relationships and procedures.
- F. Provide for the proportionate share of office space, office supplies, etc.
- G. Maintain coverage for the HRA and its activities, on the City's insurance policies.

II. Term. This agreement shall be effective upon the approval of the HRA Board of Directors and the City Council, whichever occurs last, and shall continue for a period of one year thereafter (i.e. January 1, 2012 through December 31, 2012).

III. Fee. The HRA shall pay the City a fee of \$ 5,173 ("Contract Fee") for the services set forth in Provision I above. The Contract Fee shall be paid in four equal installments of \$ 1,293.25 payable at the end of each quarter of the term of this Agreement.

IV. Employment Status and Control of Work. The parties acknowledge that the City is acting as an independent contractor for the HRA under this contract. The City shall supply, at its own expense, all personnel, materials, supplies and equipment required to provide the services contemplated by this Agreement. Any employee assigned by the City to perform work under this Agreement shall remain the exclusive employee of the City for all purposes, including but

not limited to wages, salary, benefits and workers' compensation. Such City personnel shall not be entitled to any compensation, rights or benefits of any kind from the HRA including, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

V. Assignment. This Agreement shall not be assigned or transferred by the City or the HRA without written consent of the other party and a minimum of 30 days notice in writing by the City.

VI. Termination: This Agreement may be terminated by either party prior to the termination date set forth in Provision 2 above, with or without cause, by giving the other party written notice of such termination at least 30 days prior to the date of such termination. The date of termination shall be stated in the notice. In the event of such termination the Contract Fee payable by the HRA shall be prorated based upon the number of days that this Agreement is in effect prior and including the date of termination bears to 365 ("Adjusted Fee"). In the event of such early termination the HRA shall pay to the City for the quarter in which such early termination occurs, the unpaid amount of the Adjusted Fee, which amount shall be paid within 10 days after the early termination date rather than at the end of the quarter.

VII. Notices. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to the Executive Director if such notice is to be given to the HRA, or b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below:

If to City: City of Roseville
Attn: City Manager
2660 Civic Center Drive
Roseville, MN 55113

If to HRA: Housing & Redevelopment Authority
in and for the City of Roseville
Attn: HRA Chair
2660 Civic Center Drive
Roseville, MN 55113

Notices shall be deemed effective on the date of receipt if given personally, or on the date of deposit in the U.S. mails if mailed; provided, however, if notice is given by deposit in the U.S. mails the time for response to any notice by the other party shall commence to run one business day after the date of mailing. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

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

HOUSING & REDEVELOPMENT
AUTHORITY in and for the CITY OF
ROSEVILLE

Its Chair

Its Executive Director

CITY OF ROSEVILLE

Its Mayor

Its City Manager

**HOUSING & REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE
SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the 9th day of January, 2012 by and between the Housing & Redevelopment Authority in and for the City of Roseville, Minnesota, hereinafter referred to as the HRA, and the City of Roseville, a Minnesota municipal corporation, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, the HRA desires to contract with the City for the services of administrative support staff to assist with the planning and operation of the Living Smarter Home and Garden Fair.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Scope of Services. The support staff assigned by the City to the HRA shall perform necessary and requested services relating to the actions and activities of the HRA as outlined below:

Assist the Housing Program Manager with the planning and operation of the Living Smarter Home and Garden Fair.

II. Term. This agreement shall be effective upon the approval of the HRA Board of Directors and the City Council, whichever occurs last, and shall continue for a period of one year thereafter (i.e. January 1, 2012 through December 31, 2012).

III. Fee The HRA shall pay the City the amount of \$ 22.22 per hour ("Hourly Fee") for the services set forth in Provision I above. The HRA shall pay the City the amount due on a quarterly basis by paying the City at the end of each quarter of the term of this Agreement the amount due for such quarter. In the event that a fractional number of hours of services has been provided in any quarter the number of hours shall be rounded up or down to the nearest quarter hour. The HRA's use of the administrative support staff is estimated to be a total amount of \$8,828 or 416 hours during the term of this Agreement.

IV. Employment Status and Control of Work. The parties acknowledge that the City is acting as an independent contractor for the HRA under this contract. The City shall supply, at its own expense, all personnel, materials, supplies and equipment required to provide the services contemplated by this Agreement. Any employee assigned by the City to perform work under this Agreement shall remain the exclusive employee of the City for all purposes, including but not limited to wages, salary, benefits and workers' compensation. Such City personnel shall not be entitled to any compensation, rights or benefits of any kind from the HRA including, workers'

compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

V. Assignment. This Agreement shall not be assigned or transferred by the City or the HRA without written consent of the other party and a minimum of 30 days notice in writing by the City.

VI. Termination: This Agreement may be terminated by either party prior to the termination date set forth in Provision 2 above, with or without cause, by giving the other party written notice of such termination at least 30 days prior to the date of such termination. The date of termination shall be stated in the notice. In the event of such early termination the amount payable by the HRA to the City for the quarter in which the termination occurs shall be determined by multiplying the number of hours (including fractional hours) of services performed during such quarter x the Hourly Fee, which amount shall be paid within 10 days after the early termination date, rather than at the end of the quarter.

VII. Notices. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to the Executive Director if such notice is to be given to the HRA, or b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below:

If to City: City of Roseville
Attn: City Manager
2660 Civic Center Drive
Roseville, MN 55113

If to HRA: Housing & Redevelopment Authority
in and for the City of Roseville
Attn: HRA Chair
2660 Civic Center Drive
Roseville, MN 55113

Notices shall be deemed effective on the date of receipt if given personally, or on the date of deposit in the U.S. mails if mailed; provided, however, if notice is given by deposit in the U.S. mails the time for response to any notice by the other party shall commence to run one business day after the date of mailing. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

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

HOUSING & REDEVELOPMENT
AUTHORITY in and for the CITY OF
ROSEVILLE

Its Chair

Its Executive Director

CITY OF ROSEVILLE

Its Mayor

Its City Manager

**HOUSING & REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE
SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the 9th day of January, 2012 by and between the Housing & Redevelopment Authority in and for the City of Roseville, Minnesota, hereinafter referred to as the HRA, and the City of Roseville, a Minnesota municipal corporation, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, the HRA desires to contract with the City for the services of an employee of the City to act as Housing Program Manager for the HRA.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Scope of Services. The Housing Program Manager position assigned by the City to the HRA shall perform necessary and requested services relating to the actions and activities of the HRA as outlined below:

- A. Administering housing programs offered by the HRA,
- B. Implement the programs and objectives of the HRA Housing Plan and HRA Board,
- C. Serving as liaison with the Metropolitan Council, and housing partners regarding programs and services,
- D. Organize the Living Smarter Fair, and
- E. Other duties as directed by the Executive Director and HRA Board.

The HRA understands and acknowledges that the person assigned by the City as Housing Program Manager will also be performing services for the City during the term of this Agreement.

II. Term. This agreement shall be effective upon the approval of the HRA Board of Directors and the City Council, whichever occurs last, and shall continue for a period of one year thereafter (i.e. January 1, 2012 through December 31, 2012).

III. Fee. The HRA shall pay the City a fee of \$ 64,000 ("Contract Fee") for the services set forth in Provision I above. The Contract Fee shall be paid in four equal installments of \$ 16,000 payable at the end of each quarter of the term of this Agreement. The HRA's use of the Housing Program Manager shall not exceed 29 hours per week during the term of this Agreement.

IV. Employment Status and Control of Work. The parties acknowledge that the City is acting as an independent contractor for the HRA under this contract. The City shall supply, at its

own expense, all personnel, materials, supplies and equipment required to provide the services contemplated by this Agreement. Any employee assigned by the City to perform work under this Agreement shall remain the exclusive employee of the City for all purposes, including but not limited to wages, salary, benefits and workers' compensation. Such City personnel shall not be entitled to any compensation, rights or benefits of any kind from the HRA including, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

V. Assignment. This Agreement shall not be assigned or transferred by the City or the HRA without written consent of the other party and a minimum of 30 days notice in writing by the City.

VI. Termination: This Agreement may be terminated by either party prior to the termination date set forth in Provision 2 above, with or without cause, by giving the other party written notice of such termination at least 30 days prior to the date of such termination. The date of termination shall be stated in the notice. In the event of such termination the Contract Fee payable by the HRA shall be prorated based upon the number of days that this Agreement is in effect prior and including the date of termination bears to 365 ("Adjusted Fee"). In the event of such early termination the HRA shall pay to the City for the quarter in which such early termination occurs, the unpaid amount of the Adjusted Fee, which amount shall be paid within 10 days after the early termination date rather than at the end of the quarter.

Alternative Provision VI (Hourly Fee): This Agreement may be terminated by either party prior to the termination date set forth in Provision 2 above, with or without cause, by giving the other party written notice of such termination at least 30 days prior to the date of such termination. The date of termination shall be stated in the notice. In the event of such early termination the amount payable by the HRA to the City for the quarter in which the termination occurs shall be determined by multiplying the number of hours (including fractional hours) of services performed during such quarter x the Hourly Fee, which amount shall be paid within 10 days after the termination date, rather than at the end of the quarter.

VII. Notices. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to the Executive Director if such notice is to be given to the HRA, or b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below:

If to City: City of Roseville
 Attn: City Manager
 2660 Civic Center Drive
 Roseville, MN 55113

If to HRA: Housing & Redevelopment Authority

in and for the City of Roseville
Attn: HRA Chair
2660 Civic Center Drive
Roseville, MN 55113

Notices shall be deemed effective on the date of receipt if given personally, or on the date of deposit in the U.S. mails if mailed; provided, however, if notice is given by deposit in the U.S. mails the time for response to any notice by the other party shall commence to run one business day after the date of mailing. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

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

HOUSING & REDEVELOPMENT
AUTHORITY in and for the CITY OF
ROSEVILLE

Its Chair

Its Executive Director

CITY OF ROSEVILLE

Its Mayor

Its City Manager

**HOUSING & REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE
SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the 9th day of January, 2012 by and between the Housing & Redevelopment Authority in and for the City of Roseville, Minnesota, hereinafter referred to as the HRA, and the City of Roseville, a Minnesota municipal corporation, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, the HRA desires to contract with the City for the services of the Roseville Community Development Director as the Roseville HRA Executive Director to support the undertaking and work plan of the HRA.

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Scope of Services. The Executive Director shall perform the necessary and requested services relating to the actions and activities of the HRA as outlined below:

- A. Provide day-to-day management of the HRA actions and activities;
- B. Oversee the planning, direction and implementation of HRA policies and plans;
- C. Manage housing programs and existing obligations including the HRA budget;
- D. Monitor and manage HRA contract obligations including programs and services of the Housing Resource Center and the Senior Housing Regeneration Program;
- E. Prepare agenda, minutes, reports, resolutions and other support information in preparation of meetings of the HRA and attend all HRA monthly and special Board meetings;
- F. Prepare and monitor information affecting the HRA on the City web page;
- G. Conduct research related to housing issues at the request of the HRA;
- H. Conduct public relations activities for the housing programs and activities of the HRA;
- I. Present the HRA with an annual work plan outlining the coming years goals and desired outcomes;
- J. Prepare quarterly report of executive director time spent on HRA business;
- K. Manage and facilitate the annual Roseville Home and Garden Fair, and
- L. Other actions requested by the HRA Board.

The HRA understands and acknowledges that the Community Development Director will also be performing services for the City during the term of this Agreement.

II. Term. This agreement shall be effective upon the approval of the HRA Board of Directors and the City Council, whichever occurs last, and shall continue for a period of one year

thereafter (i.e. January 1, 2012 through December 31, 2012).

III. Fee. The HRA shall pay the City a fee of \$ 20,551 ("Contract Fee") for the services set forth in Provision I above. The Contract Fee shall be paid in four equal installments of \$ 5,137.75 payable at the end of each quarter of the term of this Agreement. The HRA's use of the Community Development Director shall not exceed 312 hours during the term of this Agreement.

IV. Employment Status and Control of Work. The parties acknowledge that the City is acting as an independent contractor for the HRA under this contract. The City shall supply, at its own expense, all personnel, materials, supplies and equipment required to provide the services contemplated by this Agreement. Any employee assigned by the City to perform work under this Agreement shall remain the exclusive employee of the City for all purposes, including but not limited to wages, salary, benefits and workers' compensation. Such City personnel shall not be entitled to any compensation, rights or benefits of any kind from the HRA including, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

V. Assignment. This Agreement shall not be assigned or transferred by the City or the HRA without written consent of the other party and a minimum of 30 days notice in writing by the City.

VI. Termination: This Agreement may be terminated by either party prior to the termination date set forth in Provision 2 above, with or without cause, by giving the other party written notice of such termination at least 30 days prior to the date of such termination. The date of termination shall be stated in the notice. In the event of such termination the Contract Fee payable by the HRA shall be prorated based upon the number of days that this Agreement is in effect prior and including the date of termination bears to 365 ("Adjusted Fee"). In the event of such early termination the HRA shall pay to the City for the quarter in which such early termination occurs, the unpaid amount of the Adjusted Fee, which amount shall be paid within 10 days after the early termination date rather than at the end of the quarter.

VII. Notices. Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to the Executive Director if such notice is to be given to the HRA, or b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below:

If to City: City of Roseville
 Attn: City Manager
 2660 Civic Center Drive

87 Roseville, MN 55113
88

89 If to HRA: Housing & Redevelopment Authority
90 in and for the City of Roseville
91 Attn: HRA Chair
92 2660 Civic Center Drive
93 Roseville, MN 55113
94

95 Notices shall be deemed effective on the date of receipt if given personally, or on the date of
96 deposit in the U.S. mails if mailed; provided, however, if notice is given by deposit in the U.S.
97 mails the time for response to any notice by the other party shall commence to run one business
98 day after the date of mailing. Any party may change its address for the service of notice by
99 giving written notice of such change to the other party, in any manner above specified, 10 days
100 prior to the effective date of such change.
101

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

HOUSING & REDEVELOPMENT
AUTHORITY in and for the CITY OF
ROSEVILLE

Its Chair

Its Executive Director

CITY OF ROSEVILLE

Its Mayor

Its City Manager

REQUEST FOR COUNCIL ACTION

Date: January 9, 2012
Item No.: 7 . K

Department Approval

City Manager Approval



Item Description: Appointment of Directors of Emergency Management

BACKGROUND

Under City Code 107.04, Director of Emergency Management, the Mayor appoints the Director(s) of Emergency Management. The Directors are responsible to administer emergency management duties.

Mayor Roe has appointed Battalion Chiefs Greg Peterson and David Brosnahan to assume the Emergency Manager duties as outlined in the police and fire departments' reorganizations.

POLICY OBJECTIVE

In a large-scale emergency, the City works with other agencies to ensure that emergency services are provided as quickly and as safely as possible. Coordinating all of the players involved in a response requires certain skills and training. Both Peterson and Brosnahan have extensive experience and training in emergency response, planning, mitigation, and recovery. Both are certified emergency managers through the State of Minnesota.

FINANCIAL IMPACTS

None

STAFF RECOMMENDATION

For information only. Receive the Mayor's appointment.

REQUESTED COUNCIL ACTION

Receive the Mayor's appointment.

Prepared by: William J Malinen, City Manager

Attachments: A: None

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 01/09/12
Item No.: 7.1

Department Approval

DS

City Manager Approval

W. J. Mahinen

Item Description: Approve Permanent Pathway Easement and a Temporary Construction Easement for a portion of property located at 1595 Highway 36, City of Roseville

BACKGROUND

The City has come to an agreement with Macy's for the acquisition of a small portion of their property to construct a pathway along Fairview Avenue. The Fairview pathway is a part of the Northeast Suburban Campus Connector (NESCC) Bike/ Pedestrian Project. This project is a partnership between the City of Roseville, the City of Falcon Heights and the University of Minnesota to construct non-motorized transportation connections. This project connects regional shopping centers, commercial businesses and neighborhoods in Roseville to neighborhoods, businesses, and institutions in Falcon Heights, St. Paul, and Minneapolis. The project begins at County Road B-2 extending to the intercampus transitway connecting the two University of Minnesota campuses. Attached is a map showing the location of the pathway improvements and phasing. Below is a description of the proposed improvements:

- ◆ Continuous pathways on both sides of Fairview Ave (between Co Rd B-2 and Co Rd B).
- ◆ A new off- street bituminous pathway (8 feet wide) on the east side of Fairview Ave between Co Rd B and Larpenteur Ave.
- ◆ Converting the existing shoulders on Fairview (between Co Rd B and Larpenteur) and Larpenteur (between Fairview and Coffman) into on-street bike lanes.
- ◆ A new sidewalk along the north side of Larpenteur (between Cleveland and Coffman).
- ◆ On Gortner (between Larpenteur and Folwell) an 8 ft wide pathway will be constructed on the east side.
- ◆ Signal systems within the corridor will be retrofitted with pedestrian countdown timers.
- ◆ Street trees and benches will be installed throughout the corridor to create a more pleasant atmosphere by providing shade and appeal to the non-motorized user.

This project was approved by the City Council after a Public Hearing on May 17, 2010. Since that approval, Phase 1 started construction in 2011. Phase 2 is scheduled for construction in 2012.

POLICY OBJECTIVE

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

The City cannot go out to bid for Phase 2 of this project without having the easements secured.

32 **FINANCIAL IMPACTS**

33 The Non-Motorized Transportation Pilot (NTP) grant is for \$1,078,000. The easement costs are
34 not eligible for reimbursement. It is anticipated that the cost of the easement will be paid for
35 through the City's Construction fund.

36

37 The appraised value for this easement is \$18,200. This includes both temporary and permanent
38 easement values. Attached is the easement sketch.

39 **REQUESTED COUNCIL ACTION**

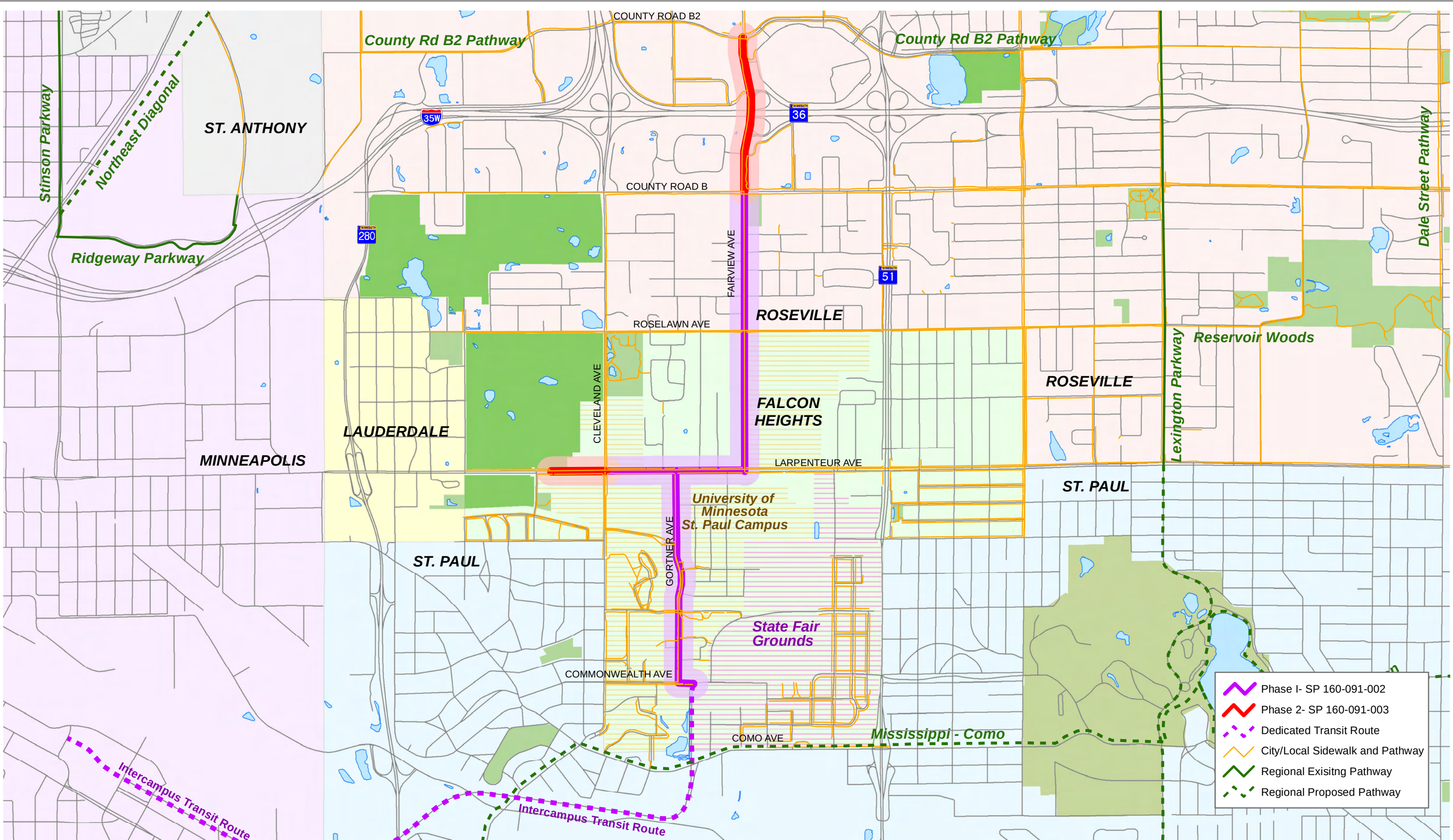
40 Approve a Permanent Pathway Easement and a Temporary Construction Easement for a portion
41 of property located at 1595 Highway 36, City of Roseville.

42 **AND**

43 Authorize Payment of \$18,200 for the Permanent and Temporary Easements.

Prepared by: Debra Bloom, City Engineer

Attachments: A: Project Map
B: Easement Sketch
C: Easement



NTP Northeast Suburban Campus Connector Bike/Pedestrian Project

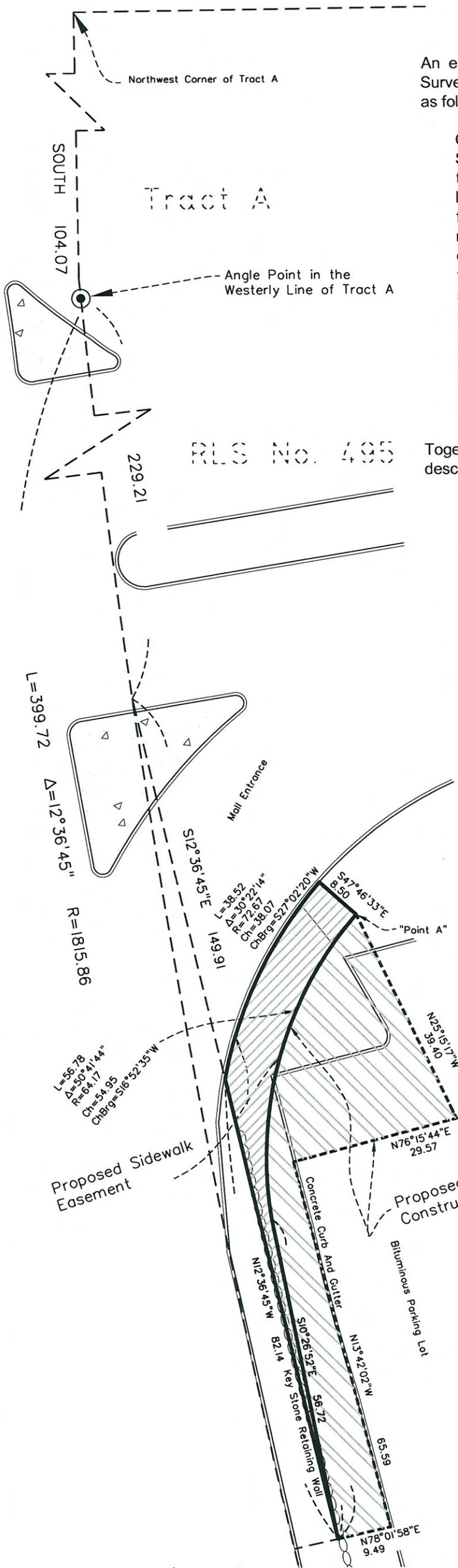
FOR: City of Roseville
Proposed Sidewalk Easement and Temporary Construction
Easement over a Portion of
Macy's Property at Rosedale
(August 27, 2010)

An easement for sidewalk purposes over and across that part of Tract A, Registered Land Survey No. 495, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

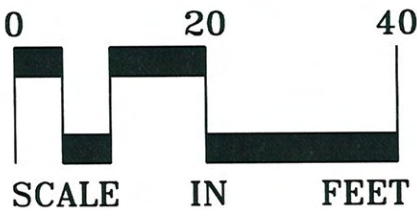
Commencing at the northwest corner of said Tract A; thence on an assumed bearing of SOUTH along the west line of said Tract A a distance of 104.07 feet to a point of curve on the west line of said Tract A; thence southerly a distance of 229.21 feet along the westerly line of said Tract A being a tangential curve concave to the east having a radius of 1815.86 feet to the point of beginning of the line to be described; thence South 12 degrees 36 minutes 45 seconds East, a distance of 149.91 to the point beginning of the easement to be described; thence North 12 degrees 36 minutes 45 seconds West a distance of 82.14 feet; thence northeasterly a distance of 38.52 feet along a non-tangential curve concave to the southeast having a radius of 72.67 feet, a central angle of 30 degrees 22 minutes 14 seconds and a cord that bears North 27 degrees 02 minutes 20 seconds East; thence South 47 degrees 46 minutes 33 seconds East a distance of 8.50 feet to a point hereinafter described as "Point A"; thence southwesterly a distance of 56.78 feet along a non-tangential curve concave to the southeast having a radius of 64.17 feet, a central angle of 50 degrees 41 minutes 44 seconds, and a chord that bears South 16 degrees 52 minutes 35 seconds West; thence southerly to the point of beginning and there terminating

Together with a temporary easement for construction purposes over that part of said Tract A described as follows:

Beginning at "Point A" of the aforedescribed described sidewalk easement; thence southwesterly a distance of 56.78 feet along a non-tangential curve concave to the southeast having a radius of 64.17 feet, a central angle of 50 degrees 41 minutes 44 seconds, and a chord that bears South 16 degrees 52 minutes 35 seconds West; thence southerly to the point of terminus of the aforedescribed sidewalk easement; thence North 78 degrees 01 minutes 58 seconds East a distance of 9.49 feet; thence North 13 degrees 42 minutes 02 seconds West a distance of 65.59 feet; thence North 76 degrees 15 minutes 44 seconds East a distance of 29.57 feet; thence North 25 degrees 15 minutes 17 seconds West a distance of 39.40 feet to the point of beginning and there terminating.



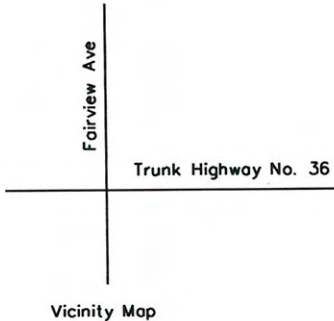
NORTH



SURVEY LEGEND

- CATCH BASIN
- RETAINING WALL
- CONCRETE CURB
- CONCRETE

Proposed Sidewalk Easement Area: 476 sq.ft.
Proposed Temporary Construction Easement Area: 1,301 sq.ft.



Vicinity Map

DRAWN BY: RLS PROJECT NUMBER: 10-020.00

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Rory L. Synstaelien

44565
License No.

8-2-10
Date

**LOUCKS
ASSOCIATES**

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

7200 Hemlock Lane, Suite 300
Maple Grove, Minnesota 55369-5592
Telephone: (612)424-5505 Fax: (612)424-5822
Web Page: www.LoucksAssociates.com

SUBMITTALS

8-2-10 Drawing Issued
8-27-10 Revised Easement Description

PATHWAY EASEMENT

THIS PATHWAY EASEMENT ("Easement"), made this ____ day of December, 2011 by and between **Macy's Retail Holdings, Inc.**, a New York corporation, successor in interest to the May Department Stores Company ("Grantor"), and the **City of Roseville**, Ramsey County, Minnesota, a municipal corporation ("Grantee").

WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid by the Grantee, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a perpetual non-exclusive easement for public pathway purposes over and across a strip of land in the City of Roseville, Ramsey County, Minnesota (the "Easement Area"), as follows:

SEE EXHIBIT "A,"

which easement shall include the right of the Grantee, and its contractors, agents, employees, and successors and assigns, to enter upon and use the Easement Area to construct, reconstruct, inspect, operate, use, maintain, repair and pave public sidewalks, trailways and/or other pathways, together with landscaping, and other improvements and appurtenances, on, over, across and through the Easement Area; to grade, level, fill and drain the Easement Area; to excavate culverts, cuts, slopes and ditches within the Easement Area; to remove and import soils from and into the Easement Area; to remove trees, brush, undergrowth and other obstructions from the Easement Area; and to do all other acts and things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.

The foregoing easement shall be binding upon the Grantor, and its successors and assigns, shall inure to the benefit of the Grantee, and its successors and assigns, and shall run with the land.

Any notice, demand, request or consent which may be given under this Easement shall be in writing and shall be sent by overnight courier or other reputable delivery service, addressed to Grantor or Grantee at the respective addresses set forth below or such other address or addresses as either party may designate by notice to the other in accordance with this paragraph, and shall be deemed to have been given when received:

ADDRESS OF GRANTOR:

Macy's North
c/o Macy's Retail Holdings, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202
Attn: Real Estate Department

with a copy to:

Macy's North
c/o Macy's Retail Holdings, Inc.
151 West 34th Street
New York, New York 10001
Attn: Chief Stores Officer

ADDRESS OF GRANTEE:

City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113
Attn: City Manager

If any term or provision of this Easement or its applicability to any person or circumstance is declared invalid or unenforceable, the remainder of this Easement will not be affected and each term or provision will operate independently to the fullest extent permitted by law.

[Signature page follows]

THIS INSTRUMENT WAS DRAFTED BY:
Erickson, Bell, Beckman & Quinn, P.A.
Attorneys-at-Law
1700 W. Highway 36
Suite 110
Roseville, MN 55113

EXHIBIT "A"

That part of Tract A, Registered Land Survey No. 495, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the northwest corner of said Tract A; thence on an assumed bearing of SOUTH along the west line of said Tract A a distance of 104.07 feet to a point of curve on the west line of said Tract A; thence southerly a distance of 229.21 feet along the westerly line of said Tract A being a tangential curve concave to the east having a radius of 1815.86 feet to the point of beginning of the line to be described; thence South 12 degrees 36 minutes 45 seconds East, a distance of 149.91 feet to the point of beginning of the easement to be described; thence North 12 degrees 36 minutes 45 seconds West a distance of 82.14 feet; thence northeasterly a distance of 38.52 feet along a non-tangential curve concave to the southeast having a radius of 72.67 feet, a central angle of 30 degrees 22 minutes 14 seconds and a chord that bears North 27 degrees 02 minutes 20 seconds East; thence South 47 degrees 46 minutes 33 seconds East a distance of 8.50 feet to a point hereinafter described as "Point A"; thence southwesterly a distance of 56.78 feet along a non-tangential curve concave to the southeast having a radius of 64.17 feet, a central angle of 50 degrees 41 minutes 44 seconds, and a chord that bears South 16 degrees 52 minutes 35 seconds West; thence southerly to the point of beginning and there terminating.

WAIVER AND CONSENT

The undersigned, PPF RTL Rosedale Shopping Center, LLC, a Delaware limited liability company, having a right of first refusal pursuant to the First Refusal Agreement ("First Refusal Agreement"), dated May 18, 1978, recorded in the office of the Ramsey County Recorder as Document No. 2009279 and in the office of the Ramsey County Registrar of Titles as Document No. 660006, pertaining to the real property described in the attached Pathway Easement ("Pathway Easement"), hereby waives its right of first refusal with respect to the Pathway Easement and consents to the conveyance made by Macy's Retail Holdings, Inc., a New York corporation, to the City of Roseville, a Minnesota municipal corporation, pursuant to the Pathway Easement.

This Waiver and Consent shall be binding upon PPF RTL Rosedale Shopping Center, LLC, and its successors and assigns.

IN WITNESS WHEREOF, this Waiver and Consent was executed as of this _____ day of _____, 2011.

PPF RTL Rosedale Shopping Center, LLC

By: PPF Retail, LLC, its sole member

By: PPF OP, LP, its sole member

By: PPF OPGP, LLC, its General Partner

By: Prime Property Fund, LLC, its sole member

By: Morgan Stanley Real Estate Advisors, Inc., its Manager

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the _____ of Morgan Stanley Real Estate Advisors, Inc., the Manager of Prime Property Fund, LLC, the sole member of PPF OPGP, LLC, the General Partner of PPF OP, LP, the sole member of PPF Retail, LLC, the sole member of PPF RTL Rosedale Shopping Center, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

This Document Drafted By:

TEMPORARY CONSTRUCTION EASEMENT
("Easement")

Macy's Retail Holdings, Inc., a New York corporation, successor in interest to the May Department Stores Company ("Grantor"), as the owner of that certain parcel of real estate situated in Ramsey County, Minnesota, and legally described on the attached Exhibit "A" (the "Grantor Parcel"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the **City of Roseville**, a Minnesota municipal corporation ("City"), and its successors and assigns, a temporary construction easement over, across, on, under, and through a portion of the Grantor Parcel, which temporary easement area is identified as the "Temporary Easement Area" and is legally described in the 'together with' portion of the legal description set forth on the attached Exhibit "B" (the "Temporary Easement Area").

1. **Grant of Easement; Duration.**

The grant of the foregoing temporary construction easement includes the right of the City, and its contractors, agents, employees, successors and assigns (individually and collectively, the "City Parties"), to enter upon and use the Temporary Easement Area for, and in connection with the following work (collectively, the "Work"): the construction of a pathway and associated improvements; together with the right to grade, level, fill and drain the Temporary Easement Area; to excavate cuts, culverts, slopes and ditches within the Temporary Easement Area; to import and export soil to and from the Temporary Easement Area; to remove trees, bushes, sod, landscaping, plantings and other obstructions from the Temporary Easement Area; and to perform such other work and use the Temporary Easement Area for such other purposes which are incidental to and/or associated with said pathway construction work.

The foregoing temporary construction easement shall commence on the date of the last party to execute this instrument and shall run with the land until October 31, 2012, the date on which the temporary construction easement shall automatically terminate. Notwithstanding anything contained herein to the contrary, the parties agree that no work shall be performed by the City Parties on the Temporary Easement Area pursuant to this Easement during the period from November 1, 2011 through January 15, 2012 without the Grantor's prior written consent.

2. **Standard of Care.**

As a condition to the grant of this Easement, any and all Work shall be performed by the City Parties with due care using commonly accepted standards and techniques, taking precautions for the protection of persons and property and in compliance with all state and local requirements and permits. During the performance of all Work commercially reasonable efforts shall be exercised to minimize any adverse impact to the business operations being conducted on the Grantor Parcel. The City shall coordinate all Work with the representative designated by Grantor in Section 4, below. The City shall indemnify the Grantor and its employees, contractors, subcontractors, officers, directors, agents, successors and assigns (collectively, the "Grantor Parties") from and against any liability for bodily injury or death and for property damage to third persons (including reasonable attorney's fees) incurred or suffered by the Grantor Parties, either inside of or outside of the Easement Area, arising from the acts of the City Parties in their performance of the Work, except where such damage was caused by the negligence of the Grantor Parties. Notwithstanding the foregoing: a) nothing contained in this instrument shall constitute a waiver of the statutory limits of liability set forth in Minnesota Statutes Chapter 466, or a waiver by the City of any available immunities or defenses, b) nor shall the City's liability to indemnify the Grantor Parties for acts of the City Parties exceed the limits of liability set forth in Minnesota Statutes Chapter 466. Subject to the Work to be completed and Provision 5 below, the City agrees at its expense to restore and repair in a workmanlike manner those portions of the Temporary Easement Area disturbed by the City to the condition as near as practicable existing prior to any construction, maintenance, reconstruction, or repair work undertaken by the City within the limits of the Temporary Easement Area.

3. **Title to Easement Area.**

The Grantor, for itself and its successors and assigns, covenants with the City, and its successors and assigns, that it is the owner of the Temporary Easement Area and has good right to grant and convey the temporary construction easement herein to the City.

4. **Notices.**

Excluding communications and coordination of the construction schedule for the Work (which shall be through Grantor's designated representative below), any other notice, demand, request or consent which may be given under this Easement shall be in writing and shall be sent by overnight courier or other reputable delivery service, addressed to Grantor or the City at the respective addresses set forth below or such other address or addresses as either party may designate by notice to the other in accordance with this Section 5, and shall be deemed to have been given when received:

ADDRESS OF GRANTOR:

Macy's North
c/o Macy's Retail Holdings, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202
Attn: Real Estate Department

with a copy to:

Macy's North
c/o Macy's Retail Holdings, Inc.
151 West 34th Street
New York, New York 10001
Attn: Chief Stores Officer

For purposes of City's designated representative, the contact information for such person is:

ADDRESS OF THE CITY:

City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113
Attn: City Manager

5. **Tree Removal.** If, in the course of performing the Work in the Temporary Easement Area, it is necessary to remove any trees located therein, the City shall plant a like number of new nursery stock trees within the Temporary Easement Area.

6. **Miscellaneous.** The terms of this Easement shall run with the land and be binding upon Grantor, its successors and assigns, until the same automatically terminates as provided for herein. If any term or provision of this Easement or its applicability to any person or circumstance is declared invalid or unenforceable, the remainder of this Easement will not be affected and each term or provision will operate independently to the fullest extent permitted by law. The captioned headings of the various sections of this Easement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

[Signature page follows]

Page 4 of 6

EXHIBIT "A"

Real property in the City of Roseville, County of Ramsey, State of Minnesota, described as follows:

Tract A, Registered Land Survey No. 495, Ramsey County, Minnesota

(Torrens property, Certificate No. _____)

Site Name: Rosedale

Site No. D-2006

Site Location: 1815 Highway 36 West, Roseville, MN

Tax ID: 09-29-23-42-0004

EXHIBIT "B"

That part of Tract A, Registered Land Survey No. 495, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows (hereinafter referred to as "Sidewalk Easement"):

Commencing at the northwest corner of said Tract A; thence on an assumed bearing of SOUTH along the west line of said Tract A a distance of 104.07 feet to a point of curve on the west line of said Tract A; thence southerly a distance of 229.21 feet along the westerly line of said Tract A being a tangential curve concave to the east having a radius of 1815.86 feet to the point of beginning of the line to be described; thence South 12 degrees 36 minutes 45 seconds East, a distance of 149.91 feet to the point of beginning of the easement to be described; thence North 12 degrees 36 minutes 45 seconds West a distance of 82.14 feet; thence northeasterly a distance of 38.52 feet along a non-tangential curve concave to the southeast having a radius of 72.67 feet, a central angle of 30 degrees 22 minutes 14 seconds and a chord that bears North 27 degrees 02 minutes 20 seconds East; thence South 47 degrees 46 minutes 33 seconds East a distance of 8.50 feet to a point hereinafter described as "Point A"; thence southwesterly a distance of 56.78 feet along a non-tangential curve concave to the southeast having a radius of 64.17 feet, a central angle of 50 degrees 41 minutes 44 seconds, and a chord that bears South 16 degrees 52 minutes 35 seconds West; thence southerly to the point of beginning and there terminating.

Together with a temporary easement for construction purposes over that part of said Tract A described as follows (referred to herein as "Temporary Easement Area"):

Beginning at "Point A" of the aforescribed described sidewalk easement; thence southwesterly a distance of 56.78 feet along a non-tangential curve concave to the southeast having a radius of 64.17 feet, a central angle of 50 degrees 41 minutes 44 seconds, and a chord that bears South 16 degrees 52 minutes 35 seconds West; thence southerly to the point of terminus of the aforescribed sidewalk easement; thence North 78 degrees 01 minutes 58 seconds East a distance of 9.49 feet; thence North 13 degrees 42 minutes 02 seconds West a distance of 65.59 feet; thence North 76 degrees 15 minutes 44 seconds East a distance of 29.57 feet; thence North 25 degrees 15 minutes 17 seconds West a distance of 39.40 feet to the point of beginning and there terminating.

WAIVER AND CONSENT

The undersigned, PPF RTL Rosedale Shopping Center, LLC, a Delaware limited liability company, having a right of first refusal pursuant to the First Refusal Agreement ("First Refusal Agreement"), dated May 18, 1978, recorded in the office of the Ramsey County Recorder as Document No. 2009279 and in the office of the Ramsey County Registrar of Titles as Document No. 660006, pertaining to the real property described in the attached Temporary Construction Easement ("Temporary Construction Easement"), hereby waives its right of first refusal with respect to the Temporary Construction Easement and consents to the conveyance made by Macy's Retail Holdings, Inc., a New York corporation, to the City of Roseville, a Minnesota municipal corporation, pursuant to the Temporary Construction Easement.

This Waiver and Consent shall be binding upon PPF RTL Rosedale Shopping Center, LLC, and its successors and assigns.

IN WITNESS WHEREOF, this Waiver and Consent was executed as of this _____ day of _____, 2011.

PPF RTL Rosedale Shopping Center, LLC

By: PPF Retail, LLC, its sole member

By: PPF OP, LP, its sole member

By: PPF OPGP, LLC, its General Partner

By: Prime Property Fund, LLC, its sole member

By: Morgan Stanley Real Estate Advisors, Inc., its Manager

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the _____ of Morgan Stanley Real Estate Advisors, Inc., the Manager of Prime Property Fund, LLC, the sole member of PPF OPGP, LLC, the General Partner of PPF OP, LP, the sole member of PPF Retail, LLC, the sole member of PPF RTL Rosedale Shopping Center, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public

This Document Drafted By:

REQUEST FOR COUNCIL ACTION

Date: 01/09/12
Item No.: 7 . m

Department Approval



City Manager Approval



Item Description: Re-Award Bid for Waste Removal from City of Roseville Public Facilities

BACKGROUND

In November, 2011 staff advertised for a three year contract for waste removal services. Specifications for waste removal service from City facilities from January 1, 2012, through December 31, 2014, were sent to licensed haulers in the City of Roseville. Bids were opened November 8, 2011.

The specifications require service at city hall, public works garage, fire stations, golf course, skating center, and four locations in Central Park. Haulers were asked to bid the total three year contract cost and a cubic yard cost for waste removal in excess of the amount described in the specifications, which averages less than 100 cubic yards per year.

DISCUSSION OF BIDS

The following three bids were received:

<u>Bidder</u>	<u>Cost for Three Year Service</u>	<u>Cost Per Cubic Yard</u>
Veolia Environmental Services	\$20,203.77	\$15.00
Nitti Sanitation Inc.	\$31,161.64	\$ 9.00
Waste Management	\$83,526.65	\$12.00

At the November 21, 2011 meeting, Council awarded Veolia Environmental Services the 2012 – 2014 Waste Removal Contract for \$20,203.77. On January 2, 2012, staff received notice from Veolia Environmental Services that their approved bid of \$20,203.77 was incorrect and a revised bid amount of \$30,626.54 was submitted. Veolia Environmental Services refused to honor the awarded bid of \$20,203.77. The City cannot accept revised bids after the bid opening; therefore we were instructed by the City Attorney to consider the next lowest bid from Nitti Sanitation, Inc. for \$31,161.64.

FINANCIAL IMPACTS

The funding for waste removal is included in departmental budgets.

STAFF RECOMMENDATION

Staff recommends that the waste removal bid awarded to Veolia Environmental Services be nullified and the contract be awarded to Nitti Sanitation, Inc. for bid amount of \$31,161.64.

30 **REQUESTED COUNCIL ACTION**

31 Motion awarding the bid for waste removal from City of Roseville public facilities for the period
32 January 1, 2012 through December 31, 2014 to Nitti Sanitation, Inc. for the base bid amount of
33 \$31,161.64 and \$9.00 per cubic yard for waste in excess of the amount described in the
34 specifications.

Prepared by: Pat Dolan, Public Works Supervisor
Attachments: A: Original Bid from Veolia
B: Revised Bid from Veolia
C: Original Bid from Nitti
D: Nitti Sanitation, Inc. Contract

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the City Manager of the City of Roseville in the City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113, until 11:00 a.m., Tuesday, November 8, 2011, at which time the bids will be publicly opened and read aloud for providing:

THREE YEAR CONTRACT FOR WASTE REMOVAL FROM CITY OF ROSEVILLE PUBLIC FACILITIES

Specifications and proposal forms may be obtained at the office of the City Manager, 2660 Civic Center Drive, Roseville, Minnesota 55113. All bids must be on the proposal forms furnished by the City, and each bid shall be accompanied by a bidder's bond, certified check, or cash deposit in an amount equal to a minimum of the five percent (5%) of the amount of the bid, which shall be forfeited to the City in the event the successful bidder fails to enter into a contract.

Each bid shall be clearly labeled: "BID FOR WASTE REMOVAL".

The City Council reserves the right to retain the deposits of the three lowest bidders for a period not to exceed thirty (30) days after the date and time set for the opening of bids. The City Council reserves the right to reject any and all bids, to waive irregularities and informalities therein, and further reserves the right to award the contract in the best interest of the City.



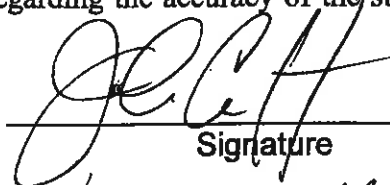
William Malinen, City Manager

**CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, Minnesota 55113**

Affidavit of Non-Collusion:

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

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

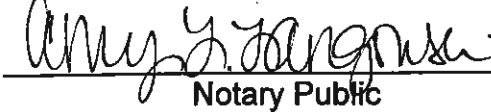


Signature

VEOLIA ES MIDWEST, LLC

Firm Name

Subscribed and sworn to before me this 8 day of November, 2011.

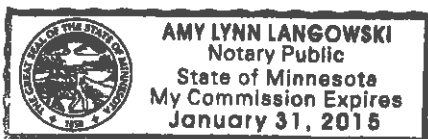


Notary Public

My commission expires 1/31/2015

NOTARY

SEA



SPECIFICATIONS

WASTE REMOVAL FROM CITY OF ROSEVILLE PUBLIC FACILITIES

I. Introduction

These specifications define the requirements for providing Waste Removal Service from City of Roseville Public Facilities for a three year period.

II. General

- A. Term. The term of the contract shall be January 1, 2012 through December 31, 2014. By mutual agreement, the parties may extend the contract for a maximum of three years.
- B. Bid Form. Bids shall be submitted on the Bid Form provided by the City.
- C. Cancellation. Either party may cancel the contract at any time upon ninety (90) days written notice to the other party. In the event of such an occurrence, the contractor shall be entitled to payment for services rendered up to the termination date, provided the contractor continues to meet all provisions of this Agreement.
- D. Independent Contractor. Contractor is an independent contractor and not an employee of the City.
- E. Subcontractor. Contractor shall not enter into subcontracts for any of the services provided without the written consent of the City.
- F. Insurance. Contractor shall procure and maintain the following minimum insurance coverage's and limits of liability with respect to the Work:

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

Commercial General Liability: \$1,000,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 Products –Completed Operations
Aggregate
\$100,000 fire legal liability each occurrence
\$5,000 medical expense

Comprehensive Automobile
Liability: \$1,000,000 combined single limit (shall include
coverage for all owned, hired and non-owned
vehicles.

The Certificate of Insurance shall name City as an additional insured, and state that contractor's coverage shall be the primary coverage in the event of a loss. Further, the Certificate shall provide for thirty (30) days' written notice to City before cancellation, expiration, or change of coverage.

- G. Workers' Compensation Insurance. Contractor shall provide evidence of Workers' Compensation Insurance covering all employees of contractor engaged in the performance of the contract in accordance with the Minnesota Workers' Compensation Law.
- H. Affirmative Action. The contractor agrees to comply with all applicable laws relating to nondiscrimination, affirmative action, public purchase, contracting, and employment.
- I. Taxes. The bid prices shall not include the SCORE tax or the Minnesota Waste Generator Fee.
- J. Indemnification. Contractor shall indemnify and hold the City, its employees and agents harmless from all claims, damages, losses, and expenses (including, but not limited to, attorneys' fees) which may be incurred or for which they may be held liable as a result of the negligent or intentional acts of contractor, its employees or subcontractors, in the performance of this Waste Removal Service.
- K. Conflict of Interest. Contractor agrees that no officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Violation of this provision shall cause this Agreement to be null and void, and Contractor will forfeit any payments to be made under this Agreement.

- L. References. The bid shall include the name, address, and contact person of three clients for whom the bidder has provided similar service in the past twelve months.

III. Service Requirements

- A. Collection. Collection shall occur from Roseville public facilities as described in Attachment "A".
- B. Extra Collection. Contractor shall provide a per cubic yard price for collection of waste in excess of the amounts described in Attachment "A".
- C. Disposal of Waste. Waste shall be disposed of at the Newport Resource Recovery Facility. Letter stating City of Roseville's waste will be received at this Facility.
- D. Collection Hours. Collection shall occur during hours as provided by City of Roseville ordinance. Current ordinance permits collection between the hours of 7:00 a.m. and 10:00 p.m. on any weekday or between the hours of 9:00 a.m. and 9:00 p.m. on any weekend or legal holiday.
- E. Cleanup Responsibility. Contractor shall clean up any material spilled or blown during the course of collection and/or hauling operations.
- F. Containers. Contractor shall provide containers at all pickup locations.

IV. Compensation

- A. The contractor shall be compensated at the rates provided on the bid form. All contract costs will be paid at bid price, no exceptions. Bid price shall be valid for length of contract.
- B. The contractor shall submit an invoice each month for 1/12 of annual cost plus extra collection for previous month.

CITY OF ROSEVILLE

BID FOR: WASTE REMOVAL FROM CITY OF ROSEVILLE PUBLIC FACILITIES

BID OPENING: TUESDAY, NOVEMBER 8, 2011, 11:00 a.m.

Honorable Mayor and City Council
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

Members:

The undersigned, being familiar with the conditions and specifications issued under the date of November 8, 2011 does hereby submit the following proposal for the following prices:

Yearly Bid	2012	2013	2014	3 - Year Total
	\$6,408.81	\$6,729.25	\$7,065.71	\$20,203.77

4.8% 4.8% + TAXES. 9.3%

Waste Removal from City of Roseville Public Facilities for the period January 1, 2012 through December 31, 2014, as described in Attachment A of the Specifications for the amount of:

TWENTY THOUSAND TWO HUNDRED THREE AND 77/100
\$ 20,203.77 + TAXES

Waste Removal from City of Roseville Public Facilities in excess of that described in Attachment A for the amount of:

FIFTEEN 00/100
\$ 15.00 + TAXES per cubic yard.

Accompanying this bid is a bidder's bond, certified check, or cash deposit in the amount of \$ 1,019, which is equal to five percent (5%) of the amount of bid, made payable to the City of Roseville, Minnesota, and the same is subject to forfeiture in the event of default on the part of the undersigned to execute the prescribed contract within thirty (30) days after its submittal to me/us.

The undersigned has completed the accompanying "Affidavit of Non-Collusion", and has submitted same as a part of the proposal. In submitting this bid, it is understood that payment will be by check.

It is understood that bids may not be withdrawn for a period of thirty (30) days after the date and time set for the opening of bids. It is understood that the City Council reserves the right to retain the certified check or bond for the three (3) lowest bidders as determined by the City Council, for a period not to exceed thirty (30) days after the date set for the opening of the bids.

In submitting this bid, it is understood that the City Council reserves the right to reject any and all bids, to waive irregularities and informalities therein, and to award the contract in the best interests of the City.

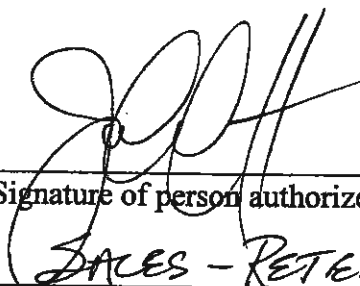
Name and address of bidder:

JOHN CROFT

VEOLIA ES MIDWEST, LLC

309 COMO AVE, ST. PAUL, MN 55103

Telephone No. 651-487-8546



Signature of person authorized to sign bid

SALES - RETENTION

Title

ATTACHMENT A

Facility	Address	Container Size	Frequency of Collection	Normal Service
City Hall	2660 Civic Center Drive	4 cu. yds.	2 times/week	All year
Maintenance Garage	1140 Woodhill Drive	3 cu. yds. 6 cu. yds.	1 time/week 2 times/week	All year
Fire Station No. 2	2501 Fairview Avenue	2 cu. yds.	1 time/week	All year
Fire Station No. 3	2335 Dale Street	1 cu. yd.	1 time/week	All year
Golf Course	2323 Hamline Avenue	2 cu. yds.	2 times/month Call off Season	April 1 through October 15
Skating Center	2661 Civic Center Drive	6 cu. yds.	1 time/week 2 times/week	April 1 through October 31 November 1 through March 31
Central Park Dale Street Athletic Fields	Dale Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Lions Picnic Shelter	Victoria Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Victoria Ball Fields	Victoria Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Special Population Area	Victoria Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15



**SOLID WASTE
NORTH AMERICA**

January 2, 2012

To: Pat Dolan
City of Roseville

From: John Croft

Re: Waste Removal from City of Roseville

It has come to our attention that the monthly prices on the trash service bids are incorrect.

The calculations used were a combination of the monthly and annual rates and were multiplied incorrectly which made the total yearly bid numbers wrong.

The corrected numbers should be as follows:

<u>2012</u>	<u>2013</u>	<u>2014</u>
\$9715.00	\$10,200.75	\$10,710.79

3 – Year Total = \$30,626.54

Please let me know how you would like to proceed. Veolia is ready to deliver all trash containers and start service Tuesday January 3rd. I apologize for the inconvenience that this error has caused.

ADVERTISEMENT FOR BIDS

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THREE YEAR CONTRACT FOR WASTE REMOVAL FROM CITY OF ROSEVILLE PUBLIC FACILITIES

Specifications and proposal forms may be obtained at the office of the City Manager, 2660 Civic Center Drive, Roseville, Minnesota 55113. All bids must be on the proposal forms furnished by the City, and each bid shall be accompanied by a bidder's bond, certified check, or cash deposit in an amount equal to a minimum of the five percent (5%) of the amount of the bid, which shall be forfeited to the City in the event the successful bidder fails to enter into a contract.

Each bid shall be clearly labeled: "BID FOR WASTE REMOVAL".

The City Council reserves the right to retain the deposits of the three lowest bidders for a period not to exceed thirty (30) days after the date and time set for the opening of bids. The City Council reserves the right to reject any and all bids, to waive irregularities and informalities therein, and further reserves the right to award the contract in the best interest of the City.

A handwritten signature in black ink, appearing to read "W. Malinen", is written above a horizontal line.

William Malinen, City Manager

CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, Minnesota 55113

Affidavit of Non-Collusion:

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

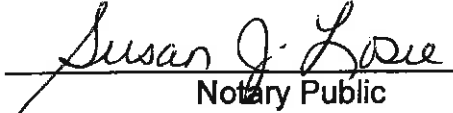
1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at by the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



Signature
Nitti Sanitation Inc.

Firm Name

Subscribed and sworn to before me this 27th day of October, 2011.



Notary Public

My commission expires 1-31-2015

NOTARY



SEA

SPECIFICATIONS

WASTE REMOVAL FROM CITY OF ROSEVILLE PUBLIC FACILITIES

I. Introduction

These specifications define the requirements for providing Waste Removal Service from City of Roseville Public Facilities for a three year period.

II. General

- A. Term. The term of the contract shall be January 1, 2012 through December 31, 2014. By mutual agreement, the parties may extend the contract for a maximum of three years.
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- C. Cancellation. Either party may cancel the contract at any time upon ninety (90) days written notice to the other party. In the event of such an occurrence, the contractor shall be entitled to payment for services rendered up to the termination date, provided the contractor continues to meet all provisions of this Agreement.
- D. Independent Contractor. Contractor is an independent contractor and not an employee of the City.
- E. Subcontractor. Contractor shall not enter into subcontracts for any of the services provided without the written consent of the City.
- F. Insurance. Contractor shall procure and maintain the following minimum insurance coverage's and limits of liability with respect to the Work:

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

Commercial General Liability: \$1,000,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 Products –Completed Operations
Aggregate
\$100,000 fire legal liability each occurrence
\$5,000 medical expense

Comprehensive Automobile
Liability: \$1,000,000 combined single limit (shall include
coverage for all owned, hired and non-owned
vehicles.

The Certificate of Insurance shall name City as an additional insured, and state that contractor's coverage shall be the primary coverage in the event of a loss. Further, the Certificate shall provide for thirty (30) days' written notice to City before cancellation, expiration, or change of coverage.

- G. Workers' Compensation Insurance. Contractor shall provide evidence of Workers' Compensation Insurance covering all employees of contractor engaged in the performance of the contract in accordance with the Minnesota Workers' Compensation Law.
- H. Affirmative Action. The contractor agrees to comply with all applicable laws relating to nondiscrimination, affirmative action, public purchase, contracting, and employment.
- I. Taxes. The bid prices shall not include the SCORE tax or the Minnesota Waste Generator Fee.
- J. Indemnification. Contractor shall indemnify and hold the City, its employees and agents harmless from all claims, damages, losses, and expenses (including, but not limited to, attorneys' fees) which may be incurred or for which they may be held liable as a result of the negligent or intentional acts of contractor, its employees or subcontractors, in the performance of this Waste Removal Service.
- K. Conflict of Interest. Contractor agrees that no officer or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Violation of this provision shall cause this Agreement to be null and void, and Contractor will forfeit any payments to be made under this Agreement.

have any interest, direct or indirect, in this Agreement or the proceeds thereof. Violation of this provision shall cause this Agreement to be null and void, and Contractor will forfeit any payments to be made under this Agreement.

- L. References. The bid shall include the name, address, and contact person of three clients for whom the bidder has provided similar service in the past twelve months.

III. Service Requirements

- A. Collection. Collection shall occur from Roseville public facilities as described in Attachment "A".
- B. Extra Collection. Contractor shall provide a per cubic yard price for collection of waste in excess of the amounts described in Attachment "A".
- C. Disposal of Waste. Waste shall be disposed of at the Newport Resource Recovery Facility. Letter stating City of Roseville's waste will be received at this Facility.
- D. Collection Hours. Collection shall occur during hours as provided by City of Roseville ordinance. Current ordinance permits collection between the hours of 7:00 a.m. and 10:00 p.m. on any weekday or between the hours of 9:00 a.m. and 9:00 p.m. on any weekend or legal holiday.
- E. Cleanup Responsibility. Contractor shall clean up any material spilled or blown during the course of collection and/or hauling operations.
- F. Containers. Contractor shall provide containers at all pickup locations.

IV. Compensation

- A. The contractor shall be compensated at the rates provided on the bid form. All contract costs will be paid at bid price, no exceptions. Bid price shall be valid for length of contract.
- B. The contractor shall submit an invoice each month for 1/12 of annual cost plus extra collection for previous month.

CITY OF ROSEVILLE

BID FOR: WASTE REMOVAL FROM CITY OF ROSEVILLE PUBLIC FACILITIES

BID OPENING: TUESDAY, NOVEMBER 8, 2011, 11:00 a.m.

Honorable Mayor and City Council
City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

Members:

The undersigned, being familiar with the conditions and specifications issued under the date of November 8, 2011 does hereby submit the following proposal for the following prices:

Yearly Bid	2012	2013	2014	3 - Year Total
	10,032.00	10,383.12	10,746.52	31,161.64

Waste Removal from City of Roseville Public Facilities for the period January 1, 2012 through December 31, 2014, as described in Attachment A of the Specifications for the amount of:

\$ 31,161.64.

Waste Removal from City of Roseville Public Facilities in excess of that described in Attachment A for the amount of:

\$ 9.00 per cubic yard.

Accompanying this bid is a bidder's bond, certified check, or cash deposit in the amount of \$ 15,560.58, which is equal to five percent (5%) of the amount of bid, made payable

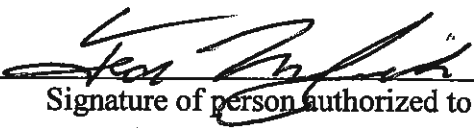
The undersigned has completed the accompanying "Affidavit of Non-Collusion", and has submitted same as a part of the proposal. In submitting this bid, it is understood that payment will be by check.

It is understood that bids may not be withdrawn for a period of thirty (30) days after the date and time set for the opening of bids. It is understood that the City Council reserves the right to retain the certified check or bond for the three (3) lowest bidders as determined by the City Council, for a period not to exceed thirty (30) days after the date set for the opening of the bids.

In submitting this bid, it is understood that the City Council reserves the right to reject any and all bids, to waive irregularities and informalities therein, and to award the contract in the best interests of the City.

Name and address of bidder:

Nitti Sanitation Inc.
1725 Meadow View Road.
Eagan, MN 55121
Telephone No. 651-457-7497


Signature of person authorized to sign bid
Sales Manager
Title

ATTACHMENT A

Facility	Address	Container Size	Frequency of Collection	Normal Service
City Hall	2660 Civic Center Drive	4 cu. yds.	2 times/week	All year
Maintenance Garage	1140 Woodhill Drive	3 cu. yds. 6 cu. yds.	1 time/week 2 times/week	All year
Fire Station No. 2	2501 Fairview Avenue	2 cu. yds.	1 time/week	All year
Fire Station No. 3	2335 Dale Street	1 cu. yd.	1 time/week	All year
Golf Course	2323 Hamline Avenue	2 cu. yds.	2 times/month Call off Season	April 1 through October 15
Skating Center	2661 Civic Center Drive	6 cu. yds.	1 time/week 2 times/week	April 1 through October 31 November 1 through March 31
Central Park Dale Street Athletic Fields	Dale Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Lions Picnic Shelter	Victoria Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Victoria Ball Fields	Victoria Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Special Population Area	Victoria Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15

Agreement for Waste Removal Services

This Agreement ("Agreement") is made on the 4th day of January, 2012, between the City of Roseville, a municipal corporation (hereinafter "City"), and Nitti Sanitation, Inc., a Minnesota corporation (hereinafter "Contractor").

Preliminary Statement

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

The City and Contractor agree as follows:

1. **Scope of Work Proposal.** The Contractor agrees to provide the waste removal services described in Exhibit "A" attached hereto ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Contractor.
2. **Term.** The term of this Agreement shall be from January 1, 2012, through December 31, 2014, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Contractor the compensation described in Exhibit B attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Contractor when required by the complex or specialized nature of the Work when authorized in writing by the City. The Contractor shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

47
48 4. **City Representative.** Patrick Dolan shall act as the City's representative with respect to
49 the Work to be performed under this Agreement. Such representative shall have
50 authority to transmit instructions, receive information and interpret and define the City's
51 policies and decisions with respect to the Work to be performed under this Agreement,
52 but shall not have the right to enter into contracts or make binding agreements on behalf
53 of the City with respect to the Work or this Agreement. The City may change the City's
54 representative at any time by notifying the Contractor of such change in writing.
55

56 A. In the event that the City requires any special conditions or requirements relating to
57 the Work and/or this Agreement, such special conditions and requirements are stated
58 in Exhibit C attached hereto. The parties agree that such special conditions and
59 requirements are incorporated into and made a binding part of this Agreement. The
60 Contractor agrees to perform the Work in accordance with, and this Agreement shall
61 be subject to, the conditions and requirements set forth in Exhibit C.
62

63 5. **Method of Payment.** The Contractor shall submit to the City, on a monthly basis, an
64 itemized invoice for Work performed under this Agreement during the previous month.
65 Invoices submitted shall be paid in the same manner as other claims made to the City.
66 Invoices shall contain the following:
67

68 A. The Contractor shall provide a description of the Work performed, the period to
69 which the invoice applies, and the payment amount due for such period. In addition
70 to the foregoing, all invoices shall contain, if requested by the City, the City's project
71 number, a progress summary showing the original (or amended) amount of the
72 Agreement, the current billing, past payments, the unexpended balance due under the
73 Agreement, and such other information as the City may from time to time reasonably
74 require.
75

76 B. To receive any payment pursuant to this Agreement, the invoice must include the
77 following statement dated and signed by the Contractor: "I declare under penalty of
78 perjury that this account, claim, or demand is just and correct and that no part of it has
79 been paid."
80

81 The payment of invoices shall be subject to the following provisions:
82

83 A. The City shall have the right to suspend the Work to be performed by the
84 Contractor under this Agreement when it deems necessary to protect the City,
85 residents of the City or others who are affected by the Work. If any Work to be
86 performed by the Contractor is suspended in whole or in part by the City, the
87 Contractor shall be paid for any services performed prior to the delivery upon the
88 Contractor of the written notice from the City of such suspension.
89

90 B. The Contractor shall be reimbursed for services performed by any third party
91 independent contractors and/or subcontractors only if the City has authorized the

retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

6. **Project Manager and Staffing.** The Contractor has designated Ted Mejnec and _____ ("Project Contacts") to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Contractor as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Contractor may not remove or replace the Project Contacts without the prior approval of the City.

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

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

9. **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by delivering to the other a written notice at least ninety (90) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered by the Contractor through and until the date of termination (by prorating the monthly amount due for the month in which the Agreement terminates on a per diem basis as of the date the Agreement terminates) so long as the Contractor is not in default under this Agreement. If the City terminates this Agreement because the Contractor is in default of its obligations under this Agreement, no further payment shall be payable or due to the Contractor following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another Contractor to undertake or complete the Work to be performed hereunder.

10. **Subcontractor.** The Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.

11. **Independent Contractor.** At all times and for all purposes herein, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Contractor shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City. For the purposes of this Agreement, an assignment shall include the transfer by merger, consolidation or other means of over 30% of the stock ownership in the Contractor (whether at one time or cumulatively), which shall require the prior written consent of the City. Any assignment made without the written consent of the City shall be void and shall constitute a default by the Contractor under this Agreement.
14. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be paid by the City.
15. **Compliance with Laws and Regulations.** The Contractor shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Contractor and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Contractor of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.
17. **Indemnification.** The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from any act or

omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors pertaining to the execution, performance or failure to adequately perform the Work and/or its obligations under this Agreement.

18. **Insurance.**

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

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

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

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

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

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

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

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

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

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

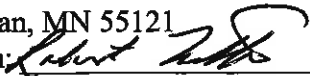
(iv) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

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

19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. The cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
21. **Annual Review.** Each year during the pendency of this Agreement, the City shall have the right to conduct an annual review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.
22. **Conflicts.** The Contractor agrees that no salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void, and the Contractor will forfeit any payments to be made under this Agreement.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
26. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to a manager or officer of the Contractor if such notice is to be given to the Contractor, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City: City of Roseville
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113
Attn: City Manager

If to Contractor: Nitti Sanitation, Inc.
1725 Meadow View Road
Eagan, MN 55121
Attn: 

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

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

349 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as
350 of the date set forth above.
351

352 CITY OF ROSEVILLE
353

354
355
356 By: _____
357 Mayor

358
359
360 By: _____
361 City Manager

362 NITTI SANITATION, INC.
363

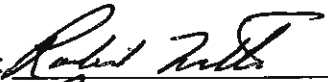
364
365
366 By: 
367
368 Its: 
369

EXHIBIT A

WORK

The Contractor shall perform the following waste removal services:

The Contractor shall collect the City's waste from the locations, at the times, from containers as designated below.

Facility	Address	Container Size	Frequency of Collection	Normal Service
City Hall	2660 Civic Center Drive	4 cu. yds.	2 times/week	All year
Maintenance Garage	1140 Woodhill Drive	3 cu. yds. 6 cu. yds.	1 time/week 2 times/week	All year
Fire Station No.2	2501 Fairview Avenue	2 cu. yds.	1 time/week	All year
Fire Station No.3	2335 Dale Street	1 cu. yd.	1 time/week	All year
Gold Course	2323 Hamline Avenue	2 cu. yds.	2 time/month Call off Season	April 1 through October 15
Skating Center	2661 Civic Center Drive	6 cu. yds.	1 time/week 2 times/week	April 1 through October 31 November 1 through March 31
Central Park Dale Street Athletic Fields	Dale Street South of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Lions Picnic Shelter	Victoria Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Victoria Ball Fields	Victoria Street south of County Road C	6 cu. yds.	2 times/week	April 15 through October 15
Central Park Special Population Area	Victoria Street south of County Road C	6 cu. yds.	2 times/'week	April 15 through October 15

EXHIBIT B
COMPENSATION

The City shall pay the Contractor the following amounts per month for each calendar year of this Contract:

<u>Calendar Year</u>	<u>Monthly Amount</u>
Jan. 1, 2012 - Dec. 31, 2012	\$836.00
Jan. 1, 2013 - Dec. 31, 2013	\$865.26
Jan. 1, 2014 - Dec. 31, 2014	\$895.54

In addition to the Monthly Amount stated above, the City shall pay to the Contractor the Minnesota Solid Waste Management Tax and Ramsey County Environmental Charge (CEC) incurred by the Contractor in the performance of the Work. The Contractor shall be responsible for the payment of all sales and other taxes payable, and the filing of all necessary tax returns required, as a result of the payment of the amounts payable under this Agreement.

412 **EXHIBIT C**

413 **SPECIAL CONDITIONS**

414
415
416
417 Extra Collection: The Contractor shall collect waste in excess of the amounts described
418 and shown in Exhibit A upon written request of the City at the rate of \$9.00 per cubic
419 yard per occurrence, plus the Minnesota Solid Waste Management Tax and Ramsey
420 County Environmental Charge (CEC) pertaining thereto.

421
422 Disposal of Waste: Waste shall be disposed of at the Newport Resource Recovery
423 Facility ("Facility"). The Contractor shall provide the City verification by letter from the
424 Facility that the City's waste will be received at the Facility.

425
426 Collection Hours. Collection shall occur during hours as provided by City of Roseville
427 ordinance. Current ordinance permits collection between the hours of 7:00 a.m. and
428 10:00 p.m. on any weekday or between the hours of 9:00 a.m. and 9:00 p.m. on any
429 weekend or legal holiday.

430
431 Cleanup Responsibility. The Contractor shall clean up any material spilled or blown
432 during the course of collection and/or hauling operations.

433
434 Containers. The Contractor shall provide containers at all pickup locations.

REQUEST FOR COUNCIL ACTION

Date: January 9, 2012
Item No.: 12 . a

Department Approval

City Manager Approval



Item Description: Appoint Acting Mayor for 2012

BACKGROUND

Minnesota State Statute 412.121, Acting Mayor, requires cities annually to designate an Acting Mayor among Council members. The acting mayor shall perform the duties of the mayor during the disability or absence of the mayor, or in the case of a vacancy, until a successor has been appointed.

REQUESTED COUNCIL ACTION

Motion designating the 2012 Acting Mayor

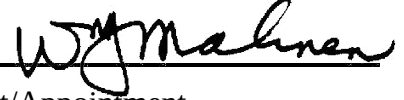
Prepared by: William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: January 9, 2012
Item No.: 12 . b

Department Approval

City Manager Approval



Item Description: Citizen Advisory Commission Reappointment/Appointment

BACKGROUND

The City has six standing advisory commissions. Commissions advise the Council on specific actions and offer citizen input on issues of importance.

Annually the City Council requests interviews, appoints and re-appoints Commissioners and/or declares vacancies on the standing Commissions. At the December 12, 2011 meeting, the Council confirmed the reappointment calendar. They agreed that at the January 9 organizational meeting, the Council would determine whether they want to reappoint the commissioners who are reapplying or invite them to be interviewed at the January 23 regular Council meeting. Commissioners would be appointed to terms that begin April 1 and run through March 31, 2015.

Nine commissioners have expressed interest in reapplying for their various commissions. Their applications are attached.

Ethics Commission

Margo Fjelstad

Human Rights Commission

Kristin Doneen

Gary Grefenberg

Wayne Groff

Parks and Recreation Commission

Jason Etten

Mary Holt

Planning Commission

John Gisselquist

Public Works, Environment and Transportation Commission

Joan Felice

Steve Gjerdingen

35 **REQUESTED COUNCIL ACTION**

36

37 Reappointment and/or determine which commissioners the Council wants to interview on
38 January 23 at the regular Council meeting.

39

Prepared by: **Bill Malinen, City Manager**

Attachments: A: Commission applications

Carolyn Curti

From: support@civicplus.com
Sent: Thursday, December 15, 2011 8:39 PM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Ethics Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: Margo Fjelstad

Address:: 1759 Victoria Street North

City, State, Zip: Roseville, MN 55113

Phone Number:: 651 297 0229

Email address:: mrfjelstad@aol.com

How many years have you lived in Roseville?: 8

Work Experience (especially as it relates to the Commission/Board for which you are applying): I am currently employed at TCFBank in the Information Security and Risk Management organization. We are required to take and support annual ethics training and support other management control objectives. We deal with situations that require a high degree of integrity and confidentiality.

Education:: I have a B.A from St. Olaf College, Northfield, Minnesota.

Civic and Volunteer Activities (Past and Present):: I am a board member at the Minnesota Literacy Council.

Please state your reasons for wanting to serve on the Commission/Board:: I have completed my first term and I am interested in continued involvement on the Ethics Commission. This includes co-chairing the 2012 Ethics Training session.

What is your view of the role of this Commission/ Board?: To provide a sounding board and objective review of ethics issues and topics within the City of Roseville.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the

Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodically made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Home Phone Number

Home Phone : 651 297 0229

Work Phone :

Cell Phone:

Preferred Email Address: mrfjelstad@aol.com

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:

Form submitted on: 12/15/2011 8:39:23 PM

Submitted from IP Address:

Referrer Page: <http://mail.aol.com/35138-111/aol-6/en-us/Lite/MsgRead.aspx?folder=NewMail&uid=26893964&seq=0&bStripImagesFromThisSenderIfUnknown=false&bStripLinksFromThisSenderIfUnknown=false&bAddContact=false>

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=237>

Carolyn Curti

From: support@civicplus.com
Sent: Friday, December 16, 2011 2:11 PM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Human Rights Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: Kristin Doneen

Address:: 1886 Shryer Avenue W.

City, State, Zip: Roseville, MN 55113

Phone Number:: 651-207-4090

Email address:: kdoneen@comcast.net

How many years have you lived in Roseville?: 4.5

Work Experience (especially as it relates to the Commission/Board for which you are applying): I teach Ethics and Comparative World Religions for Anoka Ramsey Community College, and I have taught such Philosophy courses for over 14 years. I have also developed a course in the Philosophy of Social Justice at a Detention Center in Owatonna, MN (when I taught for Riverland Community College). I have also developed and taught "World Philosophy" courses when in Washington, for Central Washington University and Yakima Valley Community College; I believe these studies and discussions with students have enlivened my understanding of the diverse cultural paradigms.

Education:: ABD, Plans to defend 2012 Practical Philosophy (Stockholm University) M.A., Individual Studies: Comparative Philosophy and Religion (Central Washington University) M.A., Practical Philosophy (Stockholm University) B.A., Philosophy (Humboldt State University, CA)

Civic and Volunteer Activities (Past and Present):: While in college, I was very involved in Student Government (which I believe is a form of civic engagement) as the Humanities Representative. When just out of college, I volunteered for six months to teach ESL in Irvine, CA. While living in Yakima, WA I organized intercultural programs for La Casa Hogar in Yakima, WA (an emergency relief home for Hispanic mothers and their children); these programs brought outside families and their children into La Casa Hogar to exchange cultural traditions and form friendships. Then, while living in Owatonna (for three years), I provided talks on comparative religions to groups in Owatonna (such as the Owatonna Women's Group and churches). While here in Roseville, I've spoken to a sixth grade class at Brimhall Elementary on Restorative Justice, and I've promote the Human Rights Commission Project 515 program for Roseville to RAHS (as well as promoting Youth

Commissioner positions to RAHS). I've also been active in my neighborhood's efforts to coordinate with the District's plans for the Fairview fields.

Please state your reasons for wanting to serve on the Commission/Board:: It seems to be a meaningful way to use my studies and professional skills in my community, supporting local civic engagement.

What is your view of the role of this Commission/ Board?: It is to advise the City Council on matters involving human rights in our community, and to also educate the community on human rights issues while inviting civic engagement through these programs.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I have enjoyed working with the Human Rights Commission over the last few months, and I would welcome the opportunity to continue this work.

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodically made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Home Phone Number

Home Phone : 651-207-4090

Work Phone :

Cell Phone:

Preferred Email Address:

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:

Form submitted on: 12/16/2011 2:10:46 PM

Submitted from IP Address:

Referrer Page: <http://www.ci.roseville.mn.us/index.aspx?nid=73>

Form Address: <http://www.ci.roseville.mn.us/Forms.aspx?FID=237>

Carolyn Curti

From: support@civicplus.com
Sent: Thursday, December 15, 2011 4:20 PM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Human Rights Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: Gary Grefenberg

Address:: 91 Mid Oaks Lane

City, State, Zip: Roseville, MN 55113

Phone Number:: 651-645-6161

Email address:: ggrefenberg@comcast.net

How many years have you lived in Roseville?: 14

Work Experience (especially as it relates to the Commission/Board for which you are applying): Three years on the Commission, participation on three HRC committees, and planning for four community forums or events.

Education::

Civic and Volunteer Activities (Past and Present)::

Please state your reasons for wanting to serve on the Commission/Board:: I'd like to continue the work of the Commission begun these last months, and continue to serve as its chair having been elected two months ago.

d like to

What is your view of the role of this Commission/ Board?: To further human rights and civic engagement in Roseville.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: During my almost three years on the Commission I have only missed one meeting.

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodically made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Home Phone Number, Preferred Email Address

Home Phone : 651-645-6161

Work Phone :

Cell Phone:

Preferred Email Address: [ggrefenberg@comcast.net](mailto:ggregenberg@comcast.net)

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:

Form submitted on: 12/15/2011 4:20:13 PM

Submitted from IP Address:

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=237>

Carolyn Curti

From: support@civicplus.com
Sent: Tuesday, December 06, 2011 2:48 PM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Human Rights Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: Wayne Groff

Address:: 2266 Marion Road

City, State, Zip: Roseville, MN 55113

Phone Number:: 612-867-0915

Email address:: waynegroff@edinarealty.com

How many years have you lived in Roseville?: 1

Work Experience (especially as it relates to the Commission/Board for which you are applying): Worked with a variety of people in my career as a real estate agent. Understand the importance of treating all people equally and fairly.

Education:: Bachelor's degree from North Dakota State University

Civic and Volunteer Activities (Past and Present):: Chair of Human Rights Commission in Falcon Heights.

Please state your reasons for wanting to serve on the Commission/Board:: I feel my experience can be a benefit to the city and the commission.

What is your view of the role of this Commission/ Board?: The commission should further equal rights for all people in the city of Roseville. Especially regarding gender, race, religious affiliation, sexual orientation, and ability or disability.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related

to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodically made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Cell Phone Number

Home Phone :

Work Phone :

Cell Phone: 612-867-0915

Preferred Email Address: waynegroff@edinarealty.com

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:

Form submitted on: 12/6/2011 2:48:18 PM

Submitted from IP Address:

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=237>

Carolyn Curti

From: support@civicplus.com
Sent: Saturday, December 10, 2011 5:13 PM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Parks and Recreation Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: Jason Etten

Address:: 2054 Cohansey Blvd

City, State, Zip: Roseville, MN 55113

Phone Number:: 651-765-6364

Email address:: jason.etten@gmail.com

How many years have you lived in Roseville?: 29

Work Experience (especially as it relates to the Commission/Board for which you are applying): High school teacher for 15 years. The last 13 have been with the Mounds View Schools.

Education:: BA - St. Olaf College - K-12 Vocal and Instrumental Education

MEd - University of MN - Concentration in Music Education

Civic and Volunteer Activities (Past and Present):: Park and Rec commission - 1 term

Active involvement in McCarrons and Cohansey Blvd Neighborhood Groups - attending meetings, organizing park cleanups, presenting and gathering community input on parks issues at meetings.

Please state your reasons for wanting to serve on the Commission/Board:: I feel passionately about what the Roseville Parks and Recreation department does to make Roseville a stronger, more desirable, healthier and more engaged city. I want to work to continue the implementation of the new Master Plan because I know it will make Roseville better.

What is your view of the role of this Commission/ Board?: We have a role to work with the department staff and the Council to maintain and make our Parks and Recreation system stronger for all of Roseville.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I have thoroughly enjoyed my first term on the Park and Recreation Commission and hope to continue to pursue the work we have started. Thanks for the opportunity!

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

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Home Phone : 651-765-6364

Work Phone :

Cell Phone:

Preferred Email Address: jason.etten@gmail.com

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:

Form submitted on: 12/10/2011 5:13:09 PM

Submitted from IP Address:

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=237>

Carolyn Curti

From: support@civicplus.com
Sent: Thursday, December 15, 2011 7:24 PM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Parks and Recreation Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: Mary Holt

Address:: 1880 Alta Vista Dr

City, State, Zip: Roseville, MN 55113

Phone Number:: 651-489-9292

Email address:: marys.holt5@gmail.com

How many years have you lived in Roseville?: 20

Work Experience (especially as it relates to the Commission/Board for which you are applying): I am a physical therapist in the Roseville Schools. I have served on the Reservoir Woods committee to determine it's usage and have now been on the Parks and Rec Commission for the past 3 yrs.

Education:: I have a degree in physical therapy from the College of St. Scholastica.

Civic and Volunteer Activities (Past and Present):: PTA officer, Parkview Center School Reservoir Woods committee Youth Commission, Roseville Lutheran Church Special Olympics volunteer Down's Syndrome volunteer

Please state your reasons for wanting to serve on the Commission/Board:: I would really like to continue serving on the Commission as I feel great head-way has been made in the Master Plan and much more will happen now with the funding coming into play. The parks in Roseville are near and dear to my heart, and I continue to feel that they are an integral part of why people move and stay in this area.

What is your view of the role of this Commission/ Board?: At this time, it has become a much more active role than when I first applied and it's very exciting. I feel we are a real sounding board for the community, following the Master Plan survey and meetings. We are a very cohesive group that discusses pros/cons of park situations as they come to light.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I feel that consistency and background of what has taken place the last year or two is very advantageous, and I would be honored to continue serving on this commission. Thank you.

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodically made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Preferred Email Address

Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address: marys.holt5@gmail.com

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:

Form submitted on: 12/15/2011 7:23:34 PM

Submitted from IP Address:

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=237>

Carolyn Curti

From: support@civicplus.com
Sent: Friday, December 16, 2011 11:19 AM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Planning Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: John Gisselquist

Address:: 1881 Shryer

City, State, Zip: Roseville, MN 55113

Phone Number:: 651-636-2873

Email address:: john.gisselquist@thomsonreuters.com

How many years have you lived in Roseville?: 10

Work Experience (especially as it relates to the Commission/Board for which you are applying): I work for Thomson-Reuters - a legal/news and information publishing company. I've held a variety of positions, currently working in new product development where I help create products providing online legal information for attorneys, judges, and law student.

Prior to joining Thomson-Reuters, I held several positions in state and local government. My work on the staff of the Minneapolis City Council and later the Minneapolis City Attorneys office exposed me to a wide range of issues relating to zoning, planning, and development in a large metropolitan city. I've found these experiences provide valuable knowledge that I apply frequently to my service on the Planning Commission.

Education:: I attended schools in the Twin Cities, graduating from Richfield High School, Augsburg College, and the University of Minnesota Law School. I have also attended some classes in the Masters of Business Administration (MBA) program at the University of St. Thomas.

Civic and Volunteer Activities (Past and Present):: I've served three years on the Roseville Planning Commission. I also chair the Variance Board.

I am active in the Rosetown Playhouse - a community theater program based in Roseville.

In the past I've been a Cub Scout den leader, and an assistant coach in Roseville youth basketball.

Please state your reasons for wanting to serve on the Commission/Board:: I've enjoyed the past three years on the Planning Commission. We worked a great deal on adopting the new zoning ordinance. I look forward to working with that ordinance as we make planning decisions in the coming years.

Roseville is a fine community with plenty of opportunities for all. Land-use decisions made by the Planning Commission can help shape decisions made by businesses and families and determine the future success of Roseville.

What is your view of the role of this Commission/ Board?: The Planning Commission is the first stop for citizen input into land-use and zoning decisions. The Commission facilitates public hearings, gathering information to make it's decisions. The information gathered, evidence considered, and decisions made at the Commission, help guide the City Council and Mayor as they make their final determinations on zoning and land-use matters.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodically made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Home Phone Number, Work Phone Number, Cell Phone Number, Preferred Email Address

Home Phone : 651-636-2873

Work Phone : 651-687-1635

Cell Phone: 612-804-0265

Preferred Email Address: john.gisselquist@thomsonreuters.com

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:

Form submitted on: 12/16/2011 11:18:51 AM

Submitted from IP Address:

Carolyn Curti

From: support@civicplus.com
Sent: Monday, December 19, 2011 9:38 PM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Public Works, Environment and Transportation Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: Joan Felice

Address:: 22 Mid Oaks Road

City, State, Zip: Roseville, MN 55113

Phone Number:: 651-645-9642

Email address:: jhfelice@comcast.net

How many years have you lived in Roseville?: 26

Work Experience (especially as it relates to the Commission/Board for which you are applying): I teach at Minneapolis Community and Technical College. Although I no longer teach Environmental Science, I did for many years, and helped to found the Race to Save the Planet Learning Community at MCTC. I currently teach biology (physiology and nutrition).

Education:: Ph.D. in Nutrition from Purdue University MS in Foods and Nutrition at Oregon State University BA in Biology at St. Olaf College, Northfield, MN Post Doc in Biochemistry at Vanderbilt University.

Civic and Volunteer Activities (Past and Present):: St. Michael's Lutheran Church, past church council member, still active Several organizations through my college, including work with the Minneapolis Women's club and Loring Community group.

While my children were in school in Roseville, I was active in PTA.

Please state your reasons for wanting to serve on the Commission/Board:: I have a broad background in environmental science, and a great interest in environmental issues. I think I can understand issues, and translate them into understandable terms. I also am well aware of many issues that are of concern to young people and try to promote those. The environmental development of Roseville and its integrity are of great importance to me.

What is your view of the role of this Commission/ Board?: My role is to listen to the issues and to people's concerns, and to respond to them. I also hope to represent a somewhat knowledgeable (but not professional) point of view on the committee.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I have enjoyed my time on the PWET committee, and thank the council for allowing me to be on the committee.

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodically made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Home Phone Number

Home Phone : 651-645-9642

Work Phone : 612-659-6031

Cell Phone: 612-770-0366

Preferred Email Address: jhfelice@comcast.net

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:

Form submitted on: 12/19/2011 9:37:52 PM

Submitted from IP Address:

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=237>

Carolyn Curti

From: support@civicplus.com
Sent: Sunday, December 11, 2011 7:40 PM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Public Works, Environment and Transportation Commission

If other, please list name:

This application is for:: Reappointment

If this is a student application, please list your grade:

Name:: Steve Gjerdingen

Address:: 2211 N Albert St

City, State, Zip: Roseville, MN 55113

Phone Number:: 651-492-1559

Email address:: gjeste@bethel.edu

How many years have you lived in Roseville?: 27

Work Experience (especially as it relates to the Commission/Board for which you are applying): I have not worked in a job directly related to this commission.

Since graduating college I have worked for the last 5 years at Pareo Inc. as an Information Technology Service Desk support contractor. I've spent the majority of my time at Northwestern College doing support work for them.

Education:: Bachelor of Arts degree in Psychology at Bethel University, MN

Civic and Volunteer Activities (Past and Present):: 2009 - Present: Volunteer for Transit for Liveable Communities. TLC is a transit, biking, and walking advocacy group for the Twin Cities. Activities for TLC include event hosting, event tabling, data entry, and phone center operations.

Please state your reasons for wanting to serve on the Commission/Board:: I want to serve on this commission because I don't believe there are many unbiased volunteer groups that are consistently looking out for Roseville's infrastructure and the city's impact on the environment. Originally when I joined the commission 3 years ago it was primarily because I saw many gaps in how Roseville is designed for non-motorized travellers and transit users. Over time I've realized that I've needed to expand my focus and be more concerned with other ways to improve the environment of Roseville aside encouraging alternative modes of transportation. Waste/recycling management is another area I've taken more notice of recently. Water quality is another area

that I've been a lot more exposed to as being part of this commission and something I'm interested in learning more about even though I may not be the commission's expert on this topic.

I would also still like to see further discussion as it relates to improvement the transportation network in Roseville for non-motorized users and motorized users to some extent. I believe that we can do a better job at maintaining our facilities, specifically our pathways and do so at minimal cost. I'd like to see our city come up with more standardization as it relates to our paths, crosswalks, and street design. I would also like to see street signals in Roseville improved in how they are configured for pedestrian access.

What is your view of the role of this Commission/ Board?: I believe that that this Commission should be an important intermediary between staff and the Council or between the public and the Council on matters that relate to transportation, the environment, or other matters that our Public Works department is involved or could be involved with. I believe that the Commission needs to be more of an intermediary in this regard than we've been historically. I believe that we are a group that is more approachable for the general public when they have topics or concerns in areas that relate to our Commission. We need to continue to encourage public involvement at the Commission level and not just the Council level. I do still believe that we are an aiding group for the Council and that the Council makes the final call on most topics but that our recommendations can be useful.

I believe this Commission has the ability to help improve our City's relationship with the County and to bring forward matters to the table which impact both entities.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I have nothing further.

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

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Home Phone : 651-492-1559

Work Phone : 651-628-3322

Cell Phone: 612-208-8306

Preferred Email Address: gjeste@bethel.edu

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

REQUEST FOR COUNCIL ACTION

Date: 1-9-12
Item No.: 12.C

Department Approval



City Manager Approval



Item Description: Park Renewal Program Best Value Procurement

BACKGROUND

The City Council authorized a \$19,025M Park Renewal Program (PRP) over a four year plan. It is the policy of the City to use procurement methods that deliver the best value for the community. It is anticipated that the PRP will require a multitude of professional services and contractors throughout the duration of this program. This PRP is extensive and it is very important that the most cost effective, efficient, functional way possible be chosen. The first step to implementation is to select a method of procurement. Three options have been identified and are as follows:

1. Low Bid - simply advertising for bids for a project and accepting low bid

Pros

- Most accepted/recognized/familiar method
- Less planning and upfront time
- Result may be more bidders
- Potential for lower up front project costs

Cons

- Allows for less flexibility
- Leads to change orders
- May not attract highest performing contractor
- Technical risk remains with owner
- Higher management time and costs for project oversight
- Higher risk of being over budget and not reaching project deadlines

2. Overall Best Value which is a hybrid developed by the City

Pros

- Does create performance measures
- Uses not only price criteria for selection

Cons

- Staff time
- Creating our own process/method/calculations

3. Best Value Procurement utilizing Arizona State University (ASU) a third party method that was used for the Geothermal Project at the Skating Center.

Pros

- Accepted and tested method
- 98% performance record of on time and on budget
- Transfers risk to contractor
- Lower management inputs
- New approach for industry
- Becoming preferred method of high performing contractors
- Greater ability to minimize impact on users and operations
- Third party – increases transparency

Cons

- Upfront costs for owner and contractor
- Upfront time investment for owner and contractor
- May not obtain the lowest cost in the beginning

As the projects have been outlined and timing identified, the desired approach is to utilize Arizona State University Best Value Process as used with the Skating Center geothermal project.

The official Best Value Procurement method requires ASU as an outside agency. This service/method is anticipated to improve results, save dollars along the way and in the end. This method did prove to work well with the geothermal project; saving staff and project time, limiting cost overruns and change orders and produced an excellent project.

Included in your packet is a proposal from Arizona State University that staff will be prepared to review with you at your meeting.

POLICY OBJECTIVE

It is the policy of the City to use procurement methods that deliver the best value for the community.

BUDGET IMPLICATIONS

The total cost of utilizing Arizona State University for the four year program as outlined is \$200,000 plus a \$15,000 license fee. The cost would be paid for out of the budgeted bond proceeds for the identified planning and construction management costs.

STAFF RECOMMENDATION

Based upon the multitude and variety of projects and aggressive timeframe, staff recommends that the City enter into an agreement with Arizona State University in the not to exceed amount of \$215,000, including the license fee to implement the official Best Value Procurement Method for the Park Renewal Program.

REQUESTED COUNCIL ACTION

Motion to authorize the City Manager and Mayor to sign an agreement with Arizona State University in the not to exceed amount of \$215,000 to implement the official Best Value Procurement Method for the Park Renewal Program as outlined with final City Attorney approval.

77 Prepared by: Lonnie Brokke, Director
78 Attachments: A: Arizona State University Best Value Education Proposal



Performance Based Studies Research Group
Arizona State University



Revised date: November 30, 2011

Submitted To:

**City of Roseville Parks and Recreation
Jeff Evenson, RLA
Parks Superintendent
2660 Civic Center Drive
Roseville MN 55113**

Subject: Best Value Education Proposal

Submitted By:

Performance Based Studies Research Group
Arizona State University
P.O. Box 870204
Tempe, AZ 85282
Phone: 480-965-1252
Email: Jake.Smithwick@asu.edu and Sylvia.Romero@asu.edu
Web: www.pbsrg.com

SECTION 1 – OVERVIEW

The Performance Based Studies Research Group (PBSRG) is a non-profit research group at Arizona State University's School of Sustainable Engineering and the Built Environment. Since 1994, the PBSRG has researched and tested best value and leadership based concepts to develop organization and service models that increase efficiency and performance, while minimizing risk. The PBSRG is recognized as the worldwide expert in best-value and performance information systems. The PBSRG engages in the research, development, and testing of tools and methodologies to solicit, award, and manage all types of business services, including information technology, design, and construction. The Best-Value program educates and assists partners in becoming a more efficient organization through measurement, risk management, accountability, and transparency. The PBSRG also educates partners in both a selection process, and in the management of the vendor after the award has been made for all types of projects. This combination of pre-award and post-award functions makes the PIPS process unlike any other best-value tool.

SECTION 2 – SCOPE OF WORK

The objective of this effort is to educate, support, and collect research data on the City of Roseville, Parks and Recreation in changing their paradigm from a management-based organization (direction, control, inspection), to a best-value leadership-based organization (alignment, value, accountability, quality assurance). During the term of this agreement, PBSRG will continuously educate, mentor, and train the Parks & Recreation to run the best-value system Performance Information Procurement Systems (PIPS) and Performance Information Risk Management System (PIRMS). The PBSRG will perform the following functions:

1. Education

- The education services is for a 3 year plan starting in 2012
- On-site education for critical staff (minimum of 4 visits per year)
- On-site education for vendors to review the best value PIPS process (minimum of once a year)
- Education for the potential best-value vendor during the Pre Award Phase
- 3 reserved seats to the Annual Best-Value Conference (held in Tempe, AZ)
- 3 copies of the most recent addition of the Best Value Procurement books
- Option to continue education and mentoring for year 4 by PBSRG staff (see compensation section)

2. Best-Value Programming and Documentation

- Educate and assist with preparing documents and procedures based on compliance with the City of Roseville Parks and Recreation Procurement Policies
- Providing templates such as the RFI, RFP, and Evaluation Plan documents
- Educate and assist with incorporating all necessary best value language
- Educate and assist in preparing a project schedule (including the Best-Value processes)
- The core team members will have the opportunity for best value certification as operators or trainers, and may receive educational credits in conjunction with the implementation

3. Post Award Analysis

- Educate and assist the awarded vendor in managing and measuring their performance (additional services contract from the vendor may be required depending upon the nature of the service)
- Educate and assist the awarded vendor in documenting the service
- Assist both the user and vendor in submitting and analyzing Weekly Risk Reports that are used to provide weekly updates on the overall performance of the entire organization

4. Best-Value Implementation Overview

Educate and assist with the following:

A) Selection

- Project Schedule
- RFP Development
- Pre-proposal Meeting
- Proposal Evaluation/Rating
- Selection Modeling
- Interview Process
- Potential Best Value

B) Pre-planning/Pre-Award Phase

- Kick-off Meeting
- Risk Management Plan
- Summary Meeting (close-out)

C) Project Management

- Contract Close Out
- Director's Report
- Weekly Risk Report (WRR)

SECTION 3 – TERMS AND COMPENSATION

The term of this Agreement begins on December 1, 2011 and continues through November 30, 2014 (dates are subject to change due to acceptance and funding schedules). The agreement may be extended by written amendment, upon mutual agreement of the parties. The services described in Section 2, Scope of Work shall be billed as follows:

1. Payment Schedule Overview:

Year 1 \$75,000 plus \$15,000 license fee
Year 2 \$50,000
Year 3 \$50,000
Year 4 \$25,000 (optional)

2. License Agreement

In addition to the research scope of work there is a one-time license fee of \$15,000 for continued usage of the best value PIPS methods. The license fee entitles the use of the methods, ideas and templates in perpetuity for only the City of Roseville Parks and Recreation. The technology may not be shared with users or organizations outside of the City of Roseville Parks and Recreation. PBSRG will provide all future changes and updates. This license includes all services, training, support and expenses provided to the Parks and Recreation under this agreement. The invoicing schedule will be determined with ASU's contracts department and Parks and Recreation.

AzTE shall issue one invoice for the license fee anytime after execution of this agreement.

Arizona Technology Enterprise (AzTE)
SkySong
1475 N. Scottsdale Road, Suite 200
Scottsdale, AZ 85257

3. Proposal Expiration

This proposal agreement expires in 30 days of proposal date which is November 30, 2011 unless extended by PBSRG due to finalizing the agreement with Parks and Recreation. Extension confirmation notification will be provided by PBSRG staff.

REQUEST FOR COUNCIL ACTION

Date: January 9, 2012
Item No.: 13.a

Department Approval

City Manager Approval



Item Description: Discussion of City Council Rules and Procedures

BACKGROUND

Each year, the Council reviews and adopts Council Rules and Procedures for ways to best conduct City business.

REQUESTED COUNCIL ACTION

Discussion and adoption of Council rules and procedures.

Prepared by: William J. Malinen, City Manager
Attachments: A: 2011 Rules
B: Rosenberg's Rules of Order

Roseville City Council

Rules of Procedure

January 10, 2011

Rule 1 Rosenberg's Rules of Order

The Council adopts Rosenberg's Rules of Order for all Council meetings.

Rule 2 Timing of Council Packet Formation and Delivery

Every effort will be made to send draft agendas and supporting documents to Councilmembers ten days in advance of an item appearing on a Council agenda. This additional time will give Councilmembers adequate time to study an issue and seek answers to questions.

Rule 3 Agenda

The following shall be the order of business of the City Council:

- 1) Roll Call
- 2) Approve Agenda
- 3) Public Comment (and Report on Previous Public Comments)
- 4) Council Communications, Reports and Announcements
- 5) Recognitions, Donations and Communications
- 6) Approval of Minutes
- 7) Consent Agenda
- 8) Items Removed from Consent
- 9) General Ordinances
- 10) Presentations
- 11) Public Hearings
- 12) Business Items – Action
- 13) Business Items – Presentation/Discussion
- 14) City Manager Future Agenda Review
- 15) Councilmember Initiated Future Agenda Items
- 16) Adjourn

Councilmembers are encouraged to introduce new items including background information and supporting materials for discussion and possible action. Councilmembers have the right to place items on the agenda as follows:

A Councilmember may, at a council meeting, request that an action item be placed on a future council agenda, or;

A Councilmember may make a request for an agenda item outside of a council meeting by submitting an email request to the city manager, with a copy of the email to the other Councilmembers, no later than noon of the Wednesday preceding the council meeting. That agenda item will be included on the agenda for the next council meeting under the heading “Councilmember Initiated Future Agenda Items” for notice purposes only, not for action or removal from future agendas, but will not be an action item. The item will become a regular council agenda item (i.e., for discussion and action) at the subsequent council meeting, or;

A Councilmember may request the addition of an agenda item at the same meeting at which the item is to be addressed. However, the addition of an agenda item shall require the approval of a majority of the Councilmembers present.

Rule 4 Electronic and/or Paper Agenda Packets

In an effort to reduce the amount of paper generated, documents will be made available electronically, when feasible.

Rule 5 Public Comment

The City Council will receive public comment at Council meetings in accordance with the following guidelines:

- a. Public Comment at the beginning of a Council meeting and not pertaining to an agenda item is for the purpose of allowing the public the opportunity to express their viewpoints about policy issues facing their City government. Presentations will be limited to 5 minutes per speaker.
- b. Public Comment pertaining to agenda items is for the purpose of allowing any member of the public an opportunity to provide input on that item. These public comments will generally be received after the staff presentation on that agenda item and before Council discussion and deliberation. These public comments are also limited to 5 minutes per speaker.
- c. Members of the public are always free, and encouraged, to reduce to writing their comments about city business and to submit written comments to the Council or staff before, during, or after a Council meeting.
- d. Signs may be held and displayed during Council Meetings but only at the back of the Council Chambers so that the view of the seated audience is not obstructed.
- e. Public comment, like staff and Councilmember comments, will pertain to the merits of an issue; personal attacks will be ruled out of order.
- f. The Mayor or presiding officer may make special time-length arrangements for speakers representing a group.

Rule 6 Issue and Meeting Curfew

The Council recognizes that meetings are for the benefit of the citizens of Roseville so Council meetings will end by 10:00 p.m. Council meetings may be extended upon the vote of the City Council, but at no time will a meeting run past 11:00 p.m. If Council business remains on the agenda, the Council may continue the meeting to a future date or table such items until the next meeting, if needed.

Rule 7 City Council Task Force or Subcommittee Formation

The Council shall, as issues arise, establish a two-member task force to study the issue. The membership will be agreed upon by the full Council. The task force will have a specific topic or issue to address and the task force will report its findings or recommendations by a specific deadline established by the Council.

Rule 8 Recording of Meetings

Except for closed executive sessions authorized under state law, all meetings of the City Council shall be shown live when technically possible and recorded in their entirety for replaying on the municipal cable channel and for web streaming except when the City Council directs by motion otherwise.

Rule 9 Suspension of Rules

Pursuant to Rosenberg's Rules of Order, these Rules may be suspended in specific situations upon a 2/3s vote of the City Council.

Rule 10 Effective Date

These Rules shall become effective upon adoption by a majority of the City Council and shall remain in effect until amended or repealed by subsequent vote of the Council.

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

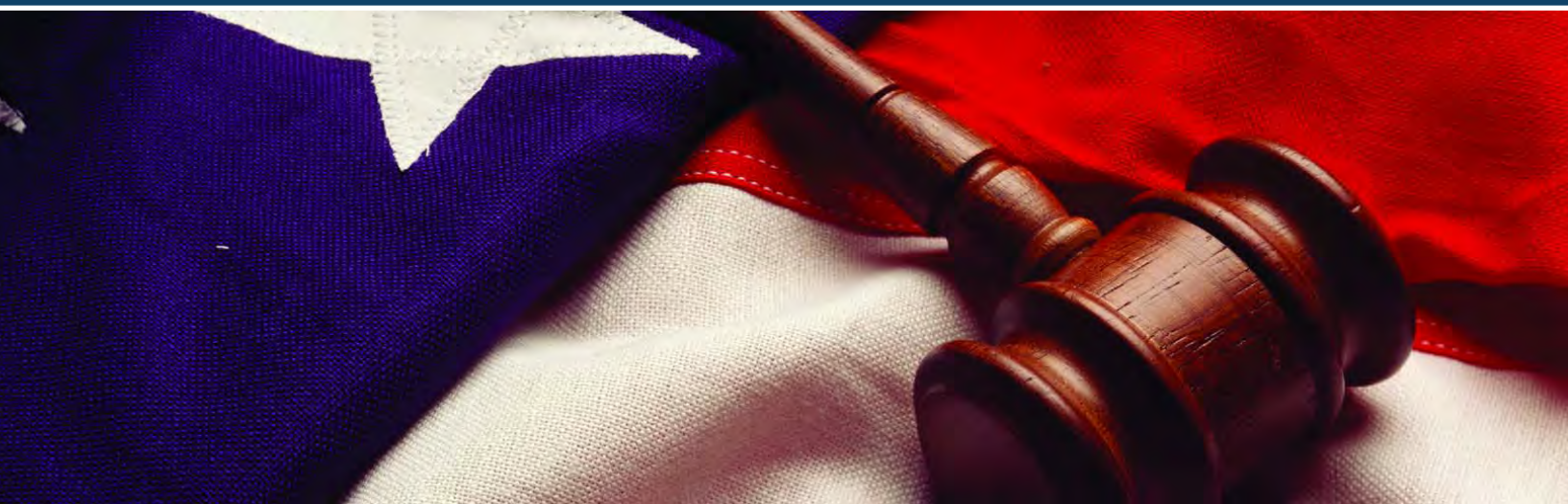


MISSION:

To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION:

To be recognized and respected as the leading advocate for the common interests of California cities.



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Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

About *Western City* Magazine

Western City is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit www.westerncity.com.

"Rosenberg's Rules of Order" first appeared in *Western City* magazine in August and September 2003.

About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

a staff person, or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then the “nays” is normally sufficient. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days’ notice for all future meetings of this governing body.”

Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member’s desired approach with the words: “I move ...” A typical motion might be: “I move that we give 10 days’ notice in the future for all our meetings.”

The chair usually initiates the motion by:

1. Inviting the members to make a motion: “A motion at this time would be in order.”
2. Suggesting a motion to the members: “A motion would be in order that we give 10-days’ notice in the future for all our meetings.”
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

- 3. The substitute motion.** If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would “move a substitute motion.” A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

A motion to fix the time to adjourn.

This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook.

motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

lege relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

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REQUEST FOR COUNCIL ACTION

Date: January 9, 2012
Item No.: 13.b

Department Approval

City Manager Approval



Item Description: Discussion of Council Liaisons

BACKGROUND

Each year the Council reviews, discusses and appoints Councilmembers to various commissions, community groups, task forces and other groups. The Council revisited the issue on August 17, 2009. The RCA and its attachments and minutes are included. The attached list includes the August 17, 2009 changes and appointments.

On November 14, 2011, Councilmembers discussed and updated the current council membership list.

REQUESTED COUNCIL ACTION

Discussion of Council Liaisons could include:

- Changes to memberships
- Are there additional groups appropriate to have a Council or staff liaison?
- What is the policy for selection and rotation of councilmembers to these groups?
- What are the expectations (frequency, type of information) for reporting to the Council?
- How active of a role do liaisons play?

Prepared by: William J. Malinen, City Manager

Attachments: A: August 17, 2009 RCA and attachments
B: August 17, 2009 minutes
C: November 14, 2011 minutes
D: Current Council Memberships/Liaisons

REQUEST FOR COUNCIL ACTION

Date: August 17, 2009
Item No.: 13.d

Department Approval

City Manager Approval

W. J. Malinen

Item Description: Revisit Council Liaison Appointments

BACKGROUND

On January 5, 2009, the Council discussed City Council liaisons, but made no changes to the existing appointments. Currently Councilmembers do not have alternates to the North Suburban Cable Commission and the Ramsey County League of Local Governments.

POLICY OBJECTIVE

Ensure adequate communication and representation between Councilmembers and other governmental and non-governmental committees, associations and organizations.

FINANCIAL IMPACTS

None

STAFF RECOMMENDATION

Consider appointing alternates to the North Suburban Cable Commission and the Ramsey County League of Local Governments and discuss any other issues relating to liaisons.

REQUESTED COUNCIL ACTION

Consider appointing alternates to the North Suburban Cable Commission and the Ramsey County League of Local Governments and discuss any other issues relating to liaisons.

Prepared by: William J. Malinen, City Manager

Attachments: A: Minutes of January 5, 2009
B: Current list of Council Memberships/Liaisons

Councilmember Roe noted that no formal action was necessary; that the Rules of Procedure would stay in effect as written until changed.



b. Discuss City Council Liaisons

City Manager Malinen noted that this item was being brought forward for discussion purposes with the new City Council now in place.

Discussion included past discussions with no indication for additional and/or more formalized liaisons; lack of general consensus for designated liaisons for advisory commissions to the City Council; perceptions of whether Council liaisons were voting members or their influence on discussions at commission levels; and how the City Council related as a body to other government groups and agencies (i.e., School Board).

Further discussion included past history and criticisms from City Council liaisons to the Planning Commission; education of the public and outside agencies of specific and appropriate contacts within City government for their particular concerns and/or questions, and whether a specific contact person was indicated.

Mayor Klausing opined that he preferred advisory commissions to provide him with their honest and independent opinions and recommendations.

Councilmember Roe opined that if the City Council is paying attention to advisory meetings through their personal attendance at meetings or review of those meetings via tape-delay, they were aware of their discussions regarding specific topics. Councilmember Roe noted that it may make sense to have a designated point of contact for those advisory commissions to help facilitate communication between the City Council and advisory group; however, clarified that he was not advocating for such a contact person.

Councilmember Pust opined that Councilmembers should not be on advisory commissions; and offered that she was willing to discuss the City Council liaison role on the Housing and Redevelopment Authority (HRA) as well if the City Council so desired. Councilmember Pust further opined that the City's advisory commissions were doing great work; however, the City Council was not always aware of their discussions outside their annual report to the City Council, and questioned whether there was a role for a communication link between the City Council and commissions.

Councilmember Johnson opined that perhaps the Chairs of each commission should serve as liaisons to the City Council to make the City Council more accessible to their specific commission.

Mayor Klausing expressed interest in Councilmember Johnson's concept, and sought additional detail and how that liaison position would best function.

Councilmember Johnson advised that commissions had great access to in-house assistance through staff providing good communication flow; and noted that commission Chairs could serve as conduits between their respective groups and the City Council, similar to ambassadors.

Mayor Klausing reiterated his preference that the liaison roles for the City Council would be informal, allowing for continued independent advice from advisory commissions.

Councilmember Roe noted the original intent in having a City Council liaison to the HRA was to ensure a good connection between the two bodies.

Councilmembers concurred that additional thought needed to be given; and requested that staff provide an updated list of assignments and involvement in various groups by current Councilmembers. Mayor Klausing asked that individual Councilmembers provide feedback to staff on their specific interests to include with the updated list for Councilmembers to facilitate further discussion and consideration.

Councilmember Johnson sought clarification on the original point of reference for liaison assignments, whether at the request of or from frustrations expressed by commissions, or in the City Council's efforts to be more communicative with their advisory commissions.

Councilmember Roe advised that it was initiated from his review of other cities and their interactions with their advisory commissions and other government agencies. Councilmember Roe specifically noted that roles of the City Council liaisons in the Ramsey County League of Local Governments (RCLLG) and the Cable Commission, and potential need for designated alternates for those groups.

Mayor Klausing noted his ongoing interest in serving as an alternate to the Communication Commission.

Councilmember Pust noted that part of the discussion should be whether Councilmembers wished to continue serving in their current liaison roles, or whether they were interested in expanding or refreshing their interests.

Mayor Klausing concurred, noting that there was value in continuity, but also value in educating Councilmembers in other areas of interest to aid their decision-making.

Councilmember Ihlan noted that a designee to the Cable Commission could be a member of the public, as well as a Councilmember.

Council Memberships/Liaisons

Current Memberships:

Mayor Klausing	Fire Relief Association <i>(required by state statute)</i> <i>(1 x mo)</i> Roseville Armory Citizen's Committee for the National Guard's local units <i>(no regular meetings; they do have public events as announced at council meetings)</i>
Councilmember Ihlan (Council appointed/requested only)	Ramsey County League of Local Governments <i>(1 x mo plus meeting prep time and email discussions)</i> Nature Center Study Task Force <i>(1 x mo plus meeting prep time and email discussions)</i> Comprehensive Plan Steering Committee <i>(1 x mo plus meeting prep time and email discussions)</i>
Councilmember Kough	North Suburban Communications Commission
Councilmember Pust	Housing and Redevelopment Authority <i>(1 x mo, Value to Council: Consistency in communication and policy direction)</i> North West Youth & Family Services Board of Directors <i>(1 x mo, Value to Council: Policy input for cost-effective programming)</i> Roseville Community Foundation (VP) <i>(2 x Qtrly, one business meeting, one meeting to review grant apps)</i> North Suburban Senior Council (unofficial liaison for 2 yrs, serve as attorney) <i>(1 x mo for 2 hrs plus meeting prep time)</i> Roseville Armory Citizen's Committee for the National Guard's local units <i>(no regular meetings; they do have public events as announced at council meetings)</i>
Councilmember Roe	NSCC/NSAC Vice Chair/Vice Pres 2009 <i>(1 x mo)</i> Comprehensive Plan Steering Committee <i>(1 x mo)</i> Roseville Armory Citizens Committee <i>(as needed)</i>

Suggested Memberships:

Councilmember Roe	Roseville Armory	Library Group
	School Boards	P&R Foundations
	Neighborhood Assns	Senior Assns
	Neighboring City Councils	Roseville Community Fund
	Ramsey County Board	Roseville Historical Society

Note regarding Councilmember Roe's suggested memberships: "Organizations listed are not strictly for membership, but rather in many cases for possible liaison status. I think it makes sense to discuss how we as a city and/or as a council want to relate to many of those organizations in our community (and others that council or staff might identify, too.)"

Excerpt from 8/17/09

Regular City Council Minutes

Discussion on Council Liaisons

City Manager Malinen reviewed openings for alternates on the Ramsey County League of Local Governments (RCLLG) and the North Suburban Communications Commission (NSCC).

Councilmember Johnson volunteered his service to one or both boards at the City Council's discretion, and his lack of service on any outside agencies, due to his newness to the City Council.

Mayor Klausing advised that he would also be interested in serving on the NSCC as an alternate; however, expressed his willingness to defer to Councilmember Johnson as alternate, recognizing Councilmember Roe's superb attendance record, and limited demand of alternates.

A brief discussion was held on current liaison assignments; with Councilmember Pust encouraging individual Councilmembers to attend meetings of the RCLLG whether a delegate or not.

Klausing moved, Pust seconded, appointment of Councilmember Jeff Johnson as Alternate Liaison to the NSCC and as Alternate Liaison to the RCLLG..

Roll Call

Ayes: Pust; Johnson; Roe and Klausing.

Nays: None.

**Excerpt from 11/14/2011
City Council Minutes**

Discuss City Council Liaisons and Rules

Discussion was held on the current City Council Liaison positions (Attachment B) presented; and corrections made (e.g. Councilmember Pust is now the RCLLG liaison with Councilmember Johnson the alternate; Mayor Roe no longer serving on the Parks and Recreation Master Plan group as it no longer exists; removal of Councilmember McGehee from the GLWMO Stakeholder group now disbanded); and whether it was appropriate for Councilmembers to serve on those groups as a liaison when it could be a conflict of interest with their decision-making role.

Discussion continued as to a City Council liaison to School Boards for District No. 621 and No. 623; previous annual meetings with School Board No. 623; and the need to have a roundtable discussion with the Boards, specifically related to park implementation and shared resources.

Councilmember were of a consensus to direct staff to extend an invitation to both School Boards to arrange for such a joint discussion.

Mayor Roe suggested that individual Councilmembers consider other groups not currently listed that they would like to liaise with; and to bring that information to the attention of City Manager Malinen for further City Council discussion before January.

Councilmember Willmus offered his interest to Mayor Roe in serving on the HRA if Councilmember Pust would like to step down from that role.

Councilmember Pust offered to step back from her role with the RCLLG if anyone else was interested in serving in that capacity.

Council Memberships/Liaisons**Current Memberships (November 2011):**

Mayor Roe	Fire Relief Associati NSCC/NSAC Chair 2010/2011
Councilmember Johnson	Ramsey County League of Local Governments - Alternate North Suburban Communications Commission - Alternate Northwest Youth & Family Services
Councilmember McGehee	
Councilmember Pust	Housing and Redevelopment Authority Arterial Transitway Corridors Study Stakeholder Workshop Ramsey County League of Local Governments
Councilmember Willmus	

REQUEST FOR COUNCIL ACTION

Date: January 9, 2012
Item No.: 13 . C

Department Approval

City Manager Approval

WJ Malinen

Item Description: **Consider two Special Meetings for Strategic Planning**

BACKGROUND

As in many cities, it has been the practice for the City Council to hold special strategic planning sessions to map out the best way to conduct the City's business and the priorities and projects and to consider budget implications.

Staff reviewed the meeting calendar. The calendar is clear, and Council Chambers are available for special meetings for January 30 and February 6.

POLICY OBJECTIVE

A strategic planning session will help the Council establish priorities and help plan the 2013 budget to implement the vision of the Council.

COUNCIL ACTION

Consider two special strategic planning meetings on January 30 and February 6, from 6:00 to 9:00 p.m.

Prepared by: William J. Malinen, City Manager

Date: 1/9/12

Item: 13.d

Receive the City Manager
Evaluation Report

No Attachment