



City Council Agenda

Monday, September 21, 2009

6:00 p.m.

City Council Chambers

(Times are Approximate)

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order for September: Roe, Pust, Ihlan, Johnson, Klausing
- Roseville Housing and Redevelopment Board Interviews**
- 6:05 p.m. Thomas Anderson
6:15 p.m. Brad Krump
6:25 p.m. Julie Ovebye Ledy
6:35 p.m. Vicki Lee
6:45 p.m. Kelly Quam
6:55 p.m. Kerrik Wessel
7:05 p.m. Timothy White
7:15 p.m. Phillip Stokes
- 7:25 p.m. **2. Approve Agenda**
- 7:30 p.m. **3. Public Comment**
- 7:40 p.m. **4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report**
- 5. Recognitions, Donations, Communications**
- 6. Approve Minutes**
- 7:50 p.m. a. Approve Minutes of September 14, 2009
- 7:55 p.m. **7. Approve Consent Agenda**
- a. Approve Payments
- b. Approve Business Licenses
- c. Approve General Purchases and Sale of Surplus Items Exceeding \$5,000
- d. Set a Public Hearing on October 12, 2009 for Off Sale Intoxicating liquor license for MGM Wine & Spirits, Inc.

- e. Adopt Restated Cafeteria Plan Documents
- f. Receive Quarterly Shared Services Report
- g. Adopt a Resolution authorizing Easement Vacation and approving the Planned Unit Development Amendment, and Preliminary and Final Plat for Owasso Ridge Association, Inc. to Modify the Structure Setback Requirements for the Residences at 2765-2780 Cohansey Circle (PF09-007)
- h. Adopt a Resolution Supporting Aeon's Application to Minnesota Housing for the Sienna Green Phase II Project

8:05 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

10. Presentations

11. Public Hearings

8:15 p.m. a. Conduct Public Hearing for Project to be Assessed in 2009

12. Business Items (Action Items)

8:45 p.m. a. Adopt a Resolution Adopting and Confirming 2009 Assessments for Improvements P-07-02

8:50 p.m. b. Adopt a Resolution Awarding the Bid for the Watermain Replacement Project for Churchill Street and Oxford Street

8:55 p.m. c. Approve Contract with Braun Intertec to Undertake Remedial Planning for the Twin Lakes Phase II Public Infrastructure

13. Business Items – Presentations/Discussions

9:10 p.m. a. Receive Additional Information on the Budgeting for Outcomes Process and the Springsted Report

14. City Manager Future Agenda Review

15. Councilmember Initiated Items for Future Meetings

16. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Sep 22	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Sep 28	6:00 p.m.	City Council Meeting (Joint Meeting with the Human Rights Commission)
Tuesday	Oct 6	6:30 p.m.	Parks & Recreation Commission
Wednesday	Oct 7	6:30 p.m.	Planning Commission
Monday	Oct 12	6:00 p.m.	City Council Meeting
Tuesday	Oct 13	6:30 p.m.	Human Rights Commission
Monday	Oct 19	6:00 p.m.	City Council Meeting
Tuesday	Oct 20	6:00 p.m.	Housing and Redevelopment Authority

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

HRA Applicants
9/10/09

Anderson, Thomas

3090 Arthur St
Roseville MN 55113

Krump, Brad

2103 William St.
Roseville, MN 55113

Lee, Vicki

978 Burke Ave. W
Roseville MN 55113

Ovebye-Ledy, Julie

3130 W. Owasso Blvd.
Roseville, MN 55113

Quam, Kelly L.

2135 Draper Avenue
Roseville, MN 55113

Stokes, Phillip

2777 Galtier St
St Paul MN 55113

Wessel, Kerrik

1148 Oakcrest Ave.
Roseville, MN 55113

White, Timothy

1802 Centennial Dr
Roseville MN 55113

[REDACTED]

From: Pat Trudgeon
Sent: Thursday, September 10, 2009 3:24 PM
To: Margaret Driscoll
Cc: Jeanne Kelsey
Subject: FW: Online Form Submittal: HRA Application

Here is another application. I am also expecting one from a Vicki Lee.

Patrick Trudgeon, AICP
City of Roseville
Community Development Director
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7071
(651) 792-7070 (fax)
pat.trudgeon@ci.roseville.mn.us
www.ci.roseville.mn.us

-----Original Message-----

From: support@civicplus.com [mailto:support@civicplus.com]
Sent: Thursday, September 10, 2009 2:55 PM
To: Pat Trudgeon
Subject: Online Form Submittal: HRA Application

The following form was submitted via your website: HRA Application

Name:: Thomas Anderson

Address:: [REDACTED]

City, State, Zip: Roseville, MN 55113

Work Experience (specify any experience in a housing, finance or real estate field):: 18 years licensed as real estate agent and broker in Minnesota.
2 years experiences in mortgage origination.
Certified Commercial Real Estate Specialist Broker/Owner of a real estate company.
International Resort Sales for local Developer for a large project in Mexico.

Education:: Completed High School.

2.5 years total of College credits from various educational institutions.
Hundreds of hours of continuing education credits for real estate related as required for license renewal.
Graduate of a Commercial Real Estate Specialist course at University of St Thomas in 2008

Civic and Volunteer Activities (Past and Present):: Board Chair for MDS Charter School in St Paul in 2006,2008, and currently board Vice Chair of the same school.
Governor Appointed Member to the MN Commission for the Deaf and Hard of Hearing since 2008. Have testified before the House Sub-Committee hearing in 2009.
Various leadership positions at other non-profits over the last 12 years.
Served at St Paul Association Of Realtors Fair Housing Committee in mid 1990's.

Please state your reasons for wanting to serve on the Housing and Redevelopment Authority:: I always have been in real estate in most of my adult life and have held seminars for first home buyers and providing guidance on home-ownership. This position would enable me to grow my knowledge base of housing and redevelopment. I will NOT use this as a way to get more clients for my real estate business. I am interested in making a career in local or state government, especially in the housing area so this would be a good start.

What is your view of the role of a member of the Housing and Redevelopment [REDACTED] the role of the member would be to advocate Roseville as a good place to be and keep our businesses and industries in our city. We need to have a good mix of housing stock and price ranges to be able to have a variety of people with different social-economic backgrounds to have opportunities to live and work here in Roseville.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment you are seeking.: I grew up in Roseville, only to move away for 15 years but now I have come back to my hometown since last year. I know the area and the qualities it has to offer.

I understand that all information provided in this application, except my telephone number, fax number and email address, 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

I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply):
Work fax number, Home email address

Daytime Telephone: [REDACTED]

Evening Telephone:

Home Telephone (if different):

Work Telephone (if different):

Home Fax: [REDACTED]

Work Fax: 952-546-4662

Home Email: tomanderson14@gmail.com

Work Email:

May we contact you using your work email or fax?: Yes

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: 9/10/2009 2:55:19 PM

Submitted from IP Address: [REDACTED]

Form Address: <http://www.ci.roseville.mn.us/forms.aspx?FID=251>

Confidentiality Statement: The documents accompanying this transmission contain confidential information that is legally privileged. This information is intended only for the use of the individuals or entities listed above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of these documents.

[REDACTED]

From: Pat Trudgeon
Sent: Thursday, September 10, 2009 6:04 PM
To: Margaret Driscoll
Subject: Krump, Brad HRA Application FW: Online Form Submittal: HRA Application

-----Original Message-----

From: support@civicplus.com <support@civicplus.com>
Sent: Thursday, September 10, 2009 4:47 PM
To: Pat Trudgeon <pat.trudgeon@ci.roseville.mn.us>
Subject: Online Form Submittal: HRA Application

The following form was submitted via your website: HRA Application

Name:: Brad Krump

Address:: [REDACTED]

City, State, Zip: Roseville, MN 55113

Work Experience (specify any experience in a housing, finance or real estate field)::
Senior Project Manager with BWBR Architects, St. Paul, MN with 17 years experience
designing commerical architecture. As a PM, deal with finance issues.

Education:: Bachelor of Architecture, NDSU, 1991
Bachelor of Environmental Design, NDSU, 1990

Civic and Volunteer Activities (Past and Present):: AIA St. Paul - Board Member,
2006-2009. Current involvement until Nov. 2009.
AIA, MN - Board Member, 2007 - 2009. Current involvement until Nov. 2009.

Please state your reasons for wanting to serve on the Housing and Redevelopment
Authority:: As a resident of Roseville since 1990 and an owner of our current property
since 1997, would like to see the opportunities for citizens to grow in place instead of
moving further out in the Metro to meet their growing needs.

What is your view of the role of a member of the Housing and Redevelopment Authority?:
Would like to make sure there is representation for the middle class that wants to remain
in Roseville and add onto their existing home. We are currently doing an addition that
made me realize that being involved is the only way to make this process better for others
that want to do this task; but may seem that it is too difficult and not worthy of the
effort.

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

I understand that all information provided in this application, except my telephone
number, fax number and email address, 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

I understand that the City will not publish my phone or fax numbers or email address
without my authorization and do hereby allow the City to publish (check all that apply)::
Home telephone number

Daytime Telephone: [REDACTED]

Evening Telephone: 651-488-2498

Home Telephone (if different):

Work Telephone (if different):

Home Fax:

Work Fax:

Home Email:

Work Email: [REDACTED]

May we contact you using your work email or fax?: Yes

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: 9/10/2009 4:47:53 PM

Submitted from IP Address: [REDACTED]

Form Address: <http://www.ci.roseville.mn.us/forms.aspx?FID=251>

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-----Original Message-----

From: support@civicplus.com [mailto:support@civicplus.com]

Sent: Wednesday, September 09, 2009 7:41 PM

To: Pat Trudgeon

Subject: Online Form Submittal: HRA Application

The following form was submitted via your website: HRA Application

Name:: Julie Ovebye Ledy

Address:: [REDACTED]

City, State, Zip: Roseville, MN 55113

Work Experience (specify any experience in a housing, finance or real estate field):: Licensed Realtor with Edina Realty for 22 years (#6 Mls selling agent in Roseville, 2008) Landlord--i own rental property in Roseville Moved a home & built new home--dealt with the city on building codes Had a house with toxic mold & moved out for a year--i have experience in mold remediation

Education:: 1986 Graduate of the University of Minnesota in Speech Communications Licensed Realtor since 1987 Accredited Home Staging Specialist Real Estate Broker's License Process of obtaining Independent Contractor's License

Civic and Volunteer Activities (Past and Present):: FOR Parks Holiday House--i decorate a room for their annual fundraiser FOR Parks Member Courage Center Waterski program on Lake Owasso Common Hope School Volunteer Arc Adventure teacher Operation Christmas Child

Please state your reasons for wanting to serve on the Housing and Redevelopment Authority:: I have been a Roseville resident for 18 years. I am committed to the community and feel the HRA is a vital asset to the community. Housing plays a key role to maintaining and growing a strong community. The programs are beneficial to keep residents from moving and to encourage home buyers to choose to live in Roseville. I would enjoy being a part of the planning process to help resident's meet their housing needs. I would like to learn more about all the areas the HRA is involved in.

What is your view of the role of a member of the Housing and Redevelopment Authority?: To hopefully bring new ideas and insights to current and future projects. Bring my vast real estate resources to the board. It is an opportunity to give back to my community. To also learn and grow in my understanding in the need's of the resident's in Roseville. To help educate the resident's of all the programs that are available from the HRA.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment you are seeking.: The city of Roseville has a lot to offer. I choose to live, raise my family and work in this community. It is important to meet the housing needs of the resident's so families will stay or move in to the city so the city will continue to grow and thrive.

I understand that all information provided in this application, except my telephone number, fax number and email address, 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

I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply): Work telephone number, Work email address

Daytime Telephone: 651-373-3457

Evening Telephone: [REDACTED]

Home Telephone (if different):

Work Telephone (if different):

Home Fax:

Work Fax:

Home Email:

Work Email: julieoverbye@edinarealty.com

May we contact you using your work email or fax?: Yes

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: 9/9/2009 7:41:01 PM

Submitted from IP Address: [REDACTED]

Form Address: <http://www.ci.roseville.mn.us/forms.aspx?FID=251>

From: Pat Trudgeon
Sent: Thursday, September 10, 2009 3:25 PM
To: Margaret Driscoll
Cc: Jeanne Kelsey
Subject: Lee, Vicki HRA App FW: Online Form Submittal: HRA Application

And here it is!

Patrick Trudgeon, AICP
City of Roseville
Community Development Director
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7071
(651) 792-7070 (fax)
pat.trudgeon@ci.roseville.mn.us
www.ci.roseville.mn.us

-----Original Message-----

From: support@civicplus.com [mailto:support@civicplus.com]
Sent: Thursday, September 10, 2009 2:48 PM
To: Pat Trudgeon
Subject: Online Form Submittal: HRA Application

The following form was submitted via your website: HRA Application

Name:: Vicki

Address:: Lee

City, State, Zip: Roseville, MN 55113

Work Experience (specify any experience in a housing, finance or real estate field)::
Division Compliance Specialist - Amherst H. Wilder Foundation

3/2007 to present

Established regulatory compliance for 1200 multifamily supportive housing units distributed among 11 property sites within the east Twin City Metro area. The majority of housing sites were in severe non-compliance and distress requiring expedited staff training as related to HUD (Section 8, 202, 236) HOME, Housing Tax Credits, Housing Trust Fund, and local funding program requirements, the creation of best practices and intense internal auditing.

The process required large scale project management strategies, expedited training and personal development. The outcomes include a more trained and effective property management staff, healthier relationship between Wilder staff and regulating agencies, the development of internal best practices and substantial turn-around of distressed properties..

Housing Development Project Manager - Rondo Community Land Trust

11/2004 to 7/2005

Job Objective to further the development and acquisition of land trust housing within Ramsey County.

Oversaw the development of 2 new "green construction" single family homes in the Rondo neighborhood of St Paul; including, land purchase, contract negotiation, budget and construction management, finance and resale.

Oversaw the rehab construction of 6 existing land trust homes; including hiring sub-contractors, managing budgets and project timelines.

Promoting land trust programs and properties around Ramsey County and network with other land trust organizations within the State.

Assist potential buyers to assess their financing options.

Administer Rondo's loan program including creating loan documents and working with other funders and loans closers to see loans through closing.

Housing Development Program Paraprofessional - Minnesota Housing Finance Agency

5/2000 to 10/2004

Underwrote the development of multifamily, commercial and mixed use real estate; including, proposal feasibility assessment, development financing oversight, collection and assessment of all related due diligence, loan related documentation and communications.

Coordinate the update of program documents, guidelines and website.

Manage the HUD Mortgage Insurance Risk Share program; including, assisting staff with Risk Share applications and supporting documentation to ensure HUD approval.

Assist 1st Mortgage Program Manager with the implementation of the 1st Mortgage Program.

Coordinated the multi-agency Common Application re-engineering project as part of the Commissioners directive to provide better customer service; including a working role on 12 different process development and best practices teams.

Coordinated the multifamily divisions internal re-engineering of the development and financing process.

Program Administrator / Resource Specialist - Greater Metropolitan Housing Corporation

8/1998 to 5/2000

Job Objective was to open and administer the 2nd Housing Resource Center satellite office in NW Minneapolis and 4 surrounding suburban cities, including the promotion of the Housing Resources Center and its programs.

Administered single family home rehab loan programs, including underwriting and closing.

Networked with neighborhood organizations and local city officials to determine community needs and find / make resources available.

Education:: Bachelor of Science, Cum Laude. University of Minnesota - College of Human Ecology

Major: Housing Focus: Community Development

Master of Public Affairs (current student) University of Minnesota - Humphrey Institute (expect grad 2011)

Concentration: Community and Economic Development

Project Management Certification (St Thomas University)

Fund Development Certification (St Thomas University)

Occupancy Manager 42 (HTC) and Affordable Housing Manager Certifications

Housing Development Finance Professional (including additional HTC acknowledgement (NDC)

Home Buyer Counselor

Civic and Volunteer Activities (Past and Present):: Volunteer Consulting (various timelines 1990 - Present):

Pachyderm Preservation Project, Pachyderm Recording Studio: Renewable energy (wind, hydro and solar) and multi-family feasibility / pre-development consultant.

Source Transitional Housing: Board Advisor

Twin City Tai Chi: Business and Fund Development

Metropolitan Council: HRA Research

Hamline-Midway Neighborhood Community Development: Neighborhood Housing Conditions Assessment

Greater St Paul Kinship: Organizational Development

Automated Machines: Business Administration

Please state your reasons for wanting to serve on the Housing and Redevelopment Authority:: I consider public service a vital part of my values and goals. I have diverse experience in the arena of affordable housing and community development as well as a 25-year resident of Roseville. I would very much like to share what skills I have to the benefit of my community.

What is your view of the role of a member of the Housing and Redevelopment Authority?: Research and review information pertinent to the community projects at hand and provide insight, input and questions whereby enabling the best possible decision making.

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

I understand that all information provided in this application, except my telephone number, fax number and email address, 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

I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply)..: not checked

Daytime Telephone: [REDACTED]

Evening Telephone:

Home Telephone (if different):

Work Telephone (if different):

Home Fax:

Work Fax:

Home Email: [REDACTED]

Work Email:

May we contact you using your work email or fax?: Yes

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: 9/10/2009 2:48:22 PM

Submitted from IP Address: [REDACTED]

Form Address: <http://www.cityofroseville.com/forms.aspx?FID=251>

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[REDACTED]

From: Pat Trudgeon
Sent: Thursday, September 10, 2009 8:29 PM
To: Margaret Driscoll
Subject: Quam, Kelly .HRA Application FW: Online Form Submittal: HRA Application

-----Original Message-----

From: support@civicplus.com <support@civicplus.com>
Sent: Thursday, September 10, 2009 6:29 PM
To: Pat Trudgeon <pat.trudgeon@ci.roseville.mn.us>
Subject: Online Form Submittal: HRA Application

The following form was submitted via your website: HRA Application

Name:: Kelly L. Quam

Address:: [REDACTED]

City, State, Zip: Roseville, MN 55113

Work Experience (specify any experience in a housing, finance or real estate field):: I am an attorney and Shareholder in the Real Estate Department of Leonard, Street and Deinard in Minneapolis, MN. I have been a practicing real estate attorney in the Twin Cities for eleven years. I have extensive experience in the purchase, sale, development and financing of commercial real estate in Minnesota and nationally. I have also worked for seven years in low-income housing tax credit financing for housing developments on behalf of Minnesota housing developers. I've helped a local charter school obtain bond financing for the acquisition and expansion of its school building. I clerked for Honorable Judge Donald P. Lay of the Eighth Circuit Court of Appeals.

Education:: B.A. with high honors from Mount Holyoke College, South Hadley, Massachusetts, 1990.
J.D. from University of Iowa College of Law, 1996.

Civic and Volunteer Activities (Past and Present):: Teen Court Judge, St. Paul, MN
Board Member of the Textile Center of Minnesota

Please state your reasons for wanting to serve on the Housing and Redevelopment Authority:: Professionally, the projects I've worked on for the St. Paul HRA on redevelopment projects in the area, the LIHTA housing development projects and the charter school bond financing have been the most engaging and gratifying projects of my career. It meant a great deal to me to be part of a team that helped improve the community. Personally, I am the mother of three young sons who will be growing up in Roseville, and the health and stability of our community is personally very important to me for sake of our family's future.

What is your view of the role of a member of the Housing and Redevelopment Authority?: A member of the HRA should be a representative of the interests of the community members who can listen to citizens' concerns and make well-informed and prudent decisions.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment you are seeking.: I would be deeply honored to serve our community in this role, and would bring my best abilities to the community's service.

I understand that all information provided in this application, except my telephone number, fax number and email address, 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

I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply):
Home telephone number, Work telephone number, Other telephone number

Daytime Telephone: 612-335-1471

Evening Telephone: 651-698-5963

Home Telephone (if different):

Work Telephone (if different):

Home Fax:

Work Fax: [REDACTED]

Home Email:

Work Email: [REDACTED]

May we contact you using your work email or fax?: Yes

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: 9/10/2009 6:29:09 PM

Submitted from IP Address: [REDACTED]

Form Address: <http://www.ci.roseville.mn.us/forms.aspx?FID=251>

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-----Original Message-----

From: support@civicplus.com [mailto:support@civicplus.com]
Sent: Thursday, August 20, 2009 4:40 PM
To: Pat Trudgeon
Subject: Online Form Submittal: HRA Application

The following form was submitted via your website: HRA Application

Name:: Kerrik Wessel

Address:: [REDACTED]

City, State, Zip: Roseville, MN 55113

Work Experience (specify any experience in a housing, finance or real estate field):: I am a registered architect in the State of Minnesota.

Education::

University of Minnesota Bachelor of Architecture 1994 Lawrence
university Bachelor of Arts 1986

Civic and Volunteer Activities (Past and Present):: I have recently moved to Roseville and with 2 young children haven't really had much time to volunteer outside of school activities.

Please state your reasons for wanting to serve on the Housing and Redevelopment Authority:: I am interested in helping Roseville provide quality and affordable housing and believe that I can help with that mission. I also would like to learn more about Roseville and this would be a good opportunity to become more familiar with the city and its housing.

What is your view of the role of a member of the Housing and Redevelopment Authority?: The role would be to provide oversight and direction to insure that Roseville continues to encourage affordable and safe housing. I also think that a member of the committee should be able to come up with some creative and inspiring solutions.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment you are seeking.: I understand the planning part of the job and some of the politics involved having worked with Lino Lakes on developing their Town Center. I also have a really good idea of what qualities good housing should have. I am less familiar with the real estate and finance part of the equation but would like to learn more about that kind of development.

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I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply): Home telephone number, Work telephone number, Other telephone number, Home fax number, Work fax number, Home email address, Work email address

Daytime Telephone: 651-484-9190

Evening Telephone: 651-484-9190

Home Telephone (if different):

Work Telephone (if different):

Home Fax:

Work Fax:

Home Email: kerrik@wesseldesign.com

Work Email:

May we contact you using your work email or fax?: Yes

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: 8/20/2009 4:40:15 PM

Submitted from IP Address: [REDACTED]

Form Address: <http://www.cityofroseville.com/forms.aspx?FID=251>

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AUG 27 2009

www.ci.roseville.mn.us

HRA/City of Roseville • 2660 Civic Center Drive • Roseville MN 55113

Fax: 651.792.7070

Direct questions to Pat Trudgeon at City Hall at 651-792-7071

Application for Housing & Redevelopment Authority

A Housing and Redevelopment Authority (HRA) is a separate legal authority under state statutes 469.001 to 469.047 that directs redevelopment projects with the specific purpose of removing blight and promoting affordable, safe and decent housing. The HRA was established by the Roseville City Council on June 17, 2002. The Roseville City Mayor makes the appointments to the HRA with City Council approval.

Name:

Timothy J White

☒ New Term

City/State/Zip:

Roseville MN 55113

☐ Reappointment

Work Experience: (specify any experience in a housing, finance or real estate field)

Volunteer for METRO HRA as a resident advisory board member.

Education:

Some College

Civic and Volunteer Activities: (Past and Present)

Volunteer for Run for Roses.

Please state your reasons for wanting to serve as a member of the Housing & Redevelopment Authority: (Please be as specific as possible - use additional sheet if necessary)

I want to show my daughter to help other by volunteering, and in turn she will do the same.

What is your view of the role of a member of the Housing & Redevelopment Authority?

I want others to know that Roseville is a great place to live and work. More people need to know that Roseville has to offer in raising children in a safe environment.

Other Comments: (Include any further information you would like the City Council to consider or that you feel is relevant to the appointment you are seeking. You may also attach other materials you would like the Council to consider.)

I would like to see people of color on different community boards.

Tennessee Warning - Some or all the information that you are asked to provide is classified by State law as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

The City of Roseville is collecting the information to determine qualifications to serve on a Citizen Advisory Commission. You are not legally required to provide this information. However, if you do not supply the information, you may not serve on a Citizen Advisory Commission.

Other persons or entities authorized by law to receive this information are City Council members, staff, residents of Roseville, and interested others.

I understand that all information provided in this application, except my telephone numbers, fax number and email address, 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.

I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply).

☒ home telephone number ☒ work telephone number ___ other telephone number
___ home fax number ___ work fax number
___ home email address ___ work email address

I understand that I may be invited to an interview by the City Council that may be audio or videotaped.

Trotty L. White
Signature of Applicant

8-27-09
Date of Application

Name: Jim White
Address: [REDACTED]

May we contact you using your work email or fax: Yes X
No



www.ci.roseville.mn.us

HRA/City of Roseville • 2660 Civic Center Drive • Roseville MN 55113

Fax: 651.792.7070

Direct questions to Pat Trudgeon at City Hall at 651-792-7071

Application for Housing & Redevelopment Authority

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Name: Phillip Storge

City/State/Zip: 2777 Galtier St. Rose 55112

☐ New Term

☐ Reappointment

Work Experience: (specify any experience in a housing, finance or real estate field)

Teacher, Jr. Hi, Sr. Hi, Colleges, Tech.
Appraiser, FHA

Education:

Ba - Hamline
ma - U. of M.

Civic and Volunteer Activities: (Past and Present)

Roseville, Planning

Please state your reasons for wanting to serve as a member of the Housing & Redevelopment Authority: (Please be as specific as possible - use additional sheet if necessary)

I have worked with HRA, VA, FHA for 30⁺ years

Have completed work for state local, + fed govt. Am familiar with all levels of govt. in dividing financing

What is your view of the role of a member of the Housing & Redevelopment Authority?

I am familiar with re-development projects.
It has a strong commitment for equal
housing opportunities!

Other Comments: (Include any further information you would like the City Council to consider or that you feel is relevant to the appointment you are seeking. You may also attach other materials you would like the Council to consider.)

I have lived in Roseville since 1962 and am
retired

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Other persons or entities authorized by law to receive this information are City Council members, staff, residents of Roseville, and interested others.

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I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply).

☒ home telephone number ☐ work telephone number ☒ other telephone number
☐ home fax number ☐ work fax number
☒ home email address ☐ work email address

I understand that I may be invited to an interview by the City Council that may be audio or videotaped.

Phyllis L. Hoke

Signature of Applicant

9/16/09

Date of Application

The following information is requested to process your application.

Name: Phil Thomas

Address: [REDACTED]

City/State/Zip: Roshe, NH 05113

Roseville Resident: 1962-09 Years

Home Telephone: 484-6800 Work Telephone: NA

Home Fax: -0- Work Fax: -0-

Home Email: Phil STD @ 11th Abn. Corp

Work Email: NA

Student Applicant: ☐ Yes, Grade NA
☒ No

May we contact you using your work email or fax: Yes NA
No 8/12

Date: 9/21/09

Item: 6.a

Minutes of 9/14/09

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 9/21/2009
Item No.: 7.a

Department Approval

City Manager Approval

Chris K. Miller

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$181,999.95
56327—56412	\$487,532.24
Total	\$669,532.19

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

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

Accounts Payable

Checks for Approval

User: mjenson

Printed: 09/16/2009 - 10:07 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	09/09/2009	Boulevard Landscaping	Operating Supplies	Home Depot- ACH	Spray Paint	25.62
0	09/09/2009	Recreation Fund	Professional Services	Science Museum -ACH	Science Museum Trip	1,272.00
0	09/09/2009	Recreation Fund	Professional Services	Como Town-ACH	Friday Field Trip	25.50
0	09/09/2009	Boulevard Landscaping	Operating Supplies	Mogren Landscaping-ACH	Sod	12.50
0	09/09/2009	Information Technology	Operating Supplies	Buy.com- ACH	CD-R Media	42.73
0	09/09/2009	Information Technology	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-2.74
0	09/09/2009	Boulevard Landscaping	Operating Supplies	Home Depot- ACH	Spary Paint	191.32
0	09/09/2009	Golf Course	Merchandise For Sale	Cub Foods- ACH	Hot Dogs for Resale	4.49
0	09/09/2009	Information Technology	Operating Supplies	Crucial.Com-ACH	Memory Upgrades-Finance Dept Computers	68.52
0	09/09/2009	Water Fund	Operating Supplies	Suburban Ace Hardwar-ACH	Shop Supplies	17.61
0	09/09/2009	Recreation Fund	Operating Supplies	Michaels-ACH	Playground Supplies	6.42
0	09/09/2009	Recreation Fund	Operating Supplies	Office Depot- ACH	Office Supplies	32.12
0	09/09/2009	Boulevard Landscaping	Operating Supplies	Home Depot- ACH	Pro Sprayer	95.85
0	09/09/2009	Recreation Fund	Operating Supplies	Target- ACH	LIT Program Supplies	10.41
0	09/09/2009	Recreation Fund	Operating Supplies	Walmart-ACH	LIT Program Supplies	13.56
0	09/09/2009	Golf Course	Vehicle Supplies	Cheetah Auto Supply-ACH	Oil and Filters for Mowers	38.44
0	09/09/2009	Recreation Fund	Professional Services	Radisson Hotel-ACH	Hotel Room	161.34
0	09/09/2009	Information Technology	Operating Supplies	Monoprice.Com-ACH	USB Cables	14.52
0	09/09/2009	Information Technology	Use Tax Payable	Monoprice.Com-ACH	Sales/Use Tax	-0.93
0	09/09/2009	General Fund	Operating Supplies	GS Direct - ACH	36 X 300 Rolls, 36 X 500 Rolls	253.83
0	09/09/2009	General Fund	209001 - Use Tax Payable	GS Direct - ACH	Sales/Use Tax	-9.89
0	09/09/2009	Golf Course	Advertising	Stickee Pic-ACH	Golf Course Advertising	195.00
0	09/09/2009	License Center	Office Supplies	Office Depot- ACH	Labels, Organizer	41.01
0	09/09/2009	Telecommunications	Operating Supplies	Office Depot- ACH	Labels, Inserts	62.42
0	09/09/2009	P & R Contract Maintenance	Operating Supplies	HD Sod Inc-ACH	Sod	24.10
0	09/09/2009	Recreation Fund	Operating Supplies	MN Timberwolves-ACH	Field Trip to Lynx Game	204.00
0	09/09/2009	General Fund	Operating Supplies	Shop Vac Corp-ACH	Cartridge Filter	34.31
0	09/09/2009	General Fund	209001 - Use Tax Payable	Shop Vac Corp-ACH	Sales/Use Tax	-2.20
0	09/09/2009	General Fund	Training	E Republic Inc-ACH	Digital Government Training	25.00
0	09/09/2009	Golf Course	Operating Supplies	Paper Roll Supplies-ACH	Receipt Printer Paper	61.98
0	09/09/2009	Golf Course	Use Tax Payable	Paper Roll Supplies-ACH	Sales/Use /Tax	-3.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	09/09/2009	License Center	Operating Supplies	Paper Roll Supplies-ACH	Receipt Printer Paper	61.98
0	09/09/2009	License Center	Use Tax Payable	Paper Roll Supplies-ACH	Sales/Use Tax	-3.98
0	09/09/2009	Boulevard Landscaping	Operating Supplies	Mills Fleet Farm-ACH	Garden Owls	24.83
0	09/09/2009	General Fund	Training	Olive Garden-ACH	Staff Meeting and Training Supplies	202.47
0	09/09/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	80.17
0	09/09/2009	Telecommunications	Furniture and Fixtures	Best Buy- ACH	Wireless Turbo Presenter	43.27
0	09/09/2009	Telecommunications	Operating Supplies	Best Buy- ACH	Batteries	5.99
0	09/09/2009	Recreation Fund	Training	Beacon Athletics-ACH	Field Maintenance Seminar	65.00
0	09/09/2009	Info Tech/Contract Cities	Arden Hills Computer Equipment	Monoprice.Com-ACH	Cable	26.31
0	09/09/2009	Info Tech/Contract Cities	Use Tax Payable	Monoprice.Com-ACH	Sales/Use Ta	-1.69
0	09/09/2009	Telecommunications	Professional Services	Pegasus Awards-ACH	Video Entry	64.12
0	09/09/2009	Telecommunications	Use Tax Payable	Pegasus Awards-ACH	Sales/Use Tax	-4.12
0	09/09/2009	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Door for Owasso Ballfields	168.91
0	09/09/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	30.61
0	09/09/2009	Police - DWI Enforcement	Professional Services	Best Buy- ACH	Duracell Inverter	106.74
0	09/09/2009	General Fund	Training	Target- ACH	Staff Meeting Supplies	21.28
0	09/09/2009	General Fund	Operating Supplies	Online Stores.com-ACH	Toner	140.32
0	09/09/2009	General Fund	209001 - Use Tax Payable	Online Stores.com-ACH	Sales/Use Tax	-9.02
0	09/09/2009	Golf Course	Operating Supplies	Linder's Garden Ctr-ACH	Garden Dust for Roses	8.59
0	09/09/2009	Golf Course	Operating Supplies	Posglobal.com-ACH	Printers, Interface Cards	1,387.69
0	09/09/2009	Golf Course	Use Tax Payable	Posglobal.com-ACH	Sales/Use Tax	-89.26
0	09/09/2009	Recreation Fund	Operating Supplies	Mills Fleet Farm-ACH	Waders	192.79
0	09/09/2009	Recreation Fund	Operating Supplies	Cub Foods- ACH	Taste of Roseville Supplies	73.11
0	09/09/2009	Recreation Fund	Operating Supplies	Target- ACH	Playground Supplies	37.01
0	09/09/2009	Police Forfeiture Fund	Professional Services	Netstream Intl-ACH	CD-RW Drive for Notebook	124.09
0	09/09/2009	Police Forfeiture Fund	Use Tax Payable	Netstream Intl-ACH	Sales/Use Tax	-7.98
0	09/09/2009	Recreation Fund	Operating Supplies	Gander Mountain-ACH	Chest Waders	64.35
0	09/09/2009	Police - DWI Enforcement	Professional Services	Joann Fabric-ACH	Black Duck Cloth	15.41
0	09/09/2009	Recreation Fund	Operating Supplies	Joann Fabric-ACH	HANC Supplies	14.95
0	09/09/2009	Police - DWI Enforcement	Professional Services	Joann Fabric-ACH	Black Duck Cloth	5.13
0	09/09/2009	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Treated Wood	44.49
0	09/09/2009	Recreation Fund	Office Supplies	Office Max-ACH	Office Supplies, Paper	57.72
0	09/09/2009	Recreation Fund	Operating Supplies	Cub Foods- ACH	Camp Supplies	136.54
0	09/09/2009	License Center	Office Supplies	Walgreens-ACH	Office Supplies	21.28
0	09/09/2009	General Fund	Miscellaneous	Target- ACH	Bakery Items	16.95
0	09/09/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Summer Options Supplies	68.82
0	09/09/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Rewards Supplies	50.00
0	09/09/2009	General Fund	Training	Boston Market-ACH	Lunch During Training	32.01
0	09/09/2009	Recreation Fund	Professional Services	AMC Rosedale-ACH	Summer Field Trip	35.00
0	09/09/2009	Police - DWI Enforcement	Professional Services	Waldoch Custom Centers-ACH	Circulation Fan	160.69
0	09/09/2009	Police - DWI Enforcement	Professional Services	Buy.com- ACH	Bluetooth Adapter	38.18
0	09/09/2009	Police - DWI Enforcement	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-2.45
0	09/09/2009	General Fund	Training	Olive Garden-ACH	Bread Sticks	9.11
0	09/09/2009	Sanitary Sewer	Operating Supplies	North Hgts Hardware Hank-ACH	Fasteners	1.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	09/09/2009	Police - DWI Enforcement	Professional Services	Northern Tool & Equip- ACH	Traffic Cone Holder	31.66
0	09/09/2009	General Fund	Operating Supplies	Cub Foods- ACH	Water, Gatorade	17.17
0	09/09/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	National Night Out Items	42.91
0	09/09/2009	Recreation Fund	Operating Supplies	Quiznos Subs-ACH	Youth Tennis Tournament Subs	163.90
0	09/09/2009	Boulevard Landscaping	Operating Supplies	Menards-ACH	Wood Rails	79.74
0	09/09/2009	General Fund	Miscellaneous	Byerly's- ACH	Bakery Items	15.96
0	09/09/2009	Golf Course	Operating Supplies	Twin City Saw-ACH	Safety Equipment	16.14
0	09/09/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Camp Supplies	32.44
0	09/09/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Taste of Roseville Supplies	26.65
0	09/09/2009	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Tools	43.77
Check Total:						6,904.32
0	09/09/2009	Recreation Fund	Operating Supplies	R & R Specialties Inc	Ball Bearings, Cross Bearings	602.77
0	09/09/2009	Recreation Fund	Professional Services	Joe Tricola	CPR Classes	100.00
0	09/09/2009	Recreation Fund	Professional Services	Carole Gernes	Preschool Program	45.00
0	09/09/2009	Recreation Fund	Professional Services	Carole Gernes	Preschool Program	45.00
0	09/09/2009	Recreation Fund	Printing	Roseville Area Schools	Fall/Winter Brochure Costs	1,265.99
0	09/09/2009	Recreation Fund	Professional Services	Carole Gernes	Preschool Program	38.00
0	09/09/2009	Golf Course	Operating Supplies	Nicole Dietman	Reimbursement for Golf Event Supplies	119.19
0	09/09/2009	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-August 2009	225.00
0	09/09/2009	Recreation Fund	Professional Services	Daniel Kuch	Community Band Director Jan-June 2009	1,000.00
0	09/09/2009	Recreation Fund	Professional Services	Carole Gernes	Preschool Program	45.00
0	09/09/2009	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping Charges	569.30
0	09/09/2009	General Fund	Operating Supplies	Marc Schultz	Supplies Reimbursement	72.98
0	09/09/2009	General Fund	Training	Karen Rubey	Parking Reimbursement	14.00
0	09/09/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 9/8 Payroll	5,504.18
0	09/09/2009	General Fund	210600 - Union Dues Deduction	Local Teamsters #320	Payroll Deduction for 9/8 Union Dues	578.24
0	09/09/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-Oct 2009	2,500.00
0	09/09/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-Oct 2009	1,700.00
0	09/09/2009	Telecommunications	Operating Supplies	Margaret Driscoll	Supplies Reimbursement	44.68
0	09/09/2009	General Fund	Operating Supplies	Margaret Driscoll	Supplies Reimbursement	8.42
0	09/09/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.62
0	09/09/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	166.15
0	09/09/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	1,500.00
0	09/09/2009	Recreation Fund	Contract Maintenance	Catco Parts & Service Inc	Zamboni U-Joint Repair	78.95
0	09/09/2009	Workers Compensation	Professional Services	SFM Risk Solutions	Wrok Comp Administration	2,595.00
0	09/09/2009	General Fund	Contract Maintenance	City of St. Paul	Radio Service and Maintenance July 2009	88.86
0	09/09/2009	General Fund	Professional Services	City of St. Paul	Wireless and RMS Service Aug 2009	4,358.00
0	09/09/2009	Community Development	Printing	Allegra Print & Imaging	Inspection Cards	237.72
0	09/09/2009	Recreation Fund	Operating Supplies	Lubrication Technologies Inc	Lubriplate Grease	161.48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	09/09/2009	Police - DWI Enforcement	Professional Services	Applied Concepts, Inc.	DSR-E Counting Unit	1,999.63
0	09/09/2009	Police - DWI Enforcement	Use Tax Payable	Applied Concepts, Inc.	Sales/Use Tax	-128.63
0	09/09/2009	General Fund	Contract Maintenance Vehicles	Advanced Graphix Inc	Squad Car Graphics	356.99
0	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Aggregate Industries, Inc.	Limestone	263.71
0	09/09/2009	TIF District #17-Twin Lakes	AUAR SubArea I Prof Svcs	WSB & Associates, Inc.	Twin Lakes AUAR Sub Area I Infrastructur	62,331.48
0	09/09/2009	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Repair/Replace BRGS	280.97
0	09/09/2009	Police - DWI Enforcement	Professional Services	Intoximeters, Inc.	Supplies	1,252.58
0	09/09/2009	Water Fund	Operating Supplies	Bryan Rock Products, Inc.	Screened Sand	749.25
0	09/09/2009	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2009 Blanket PO for Vehicle Repairs	33.09
0	09/09/2009	General Fund	209001 - Use Tax Payable	McMaster-Carr Supply Co	Sales/Use Tax	-1.86
0	09/09/2009	Sanitary Sewer	Vehicles / Equipment	Elk River Ford	State Contract #440157-22F Ford 350 RC C	20,552.04
0	09/09/2009	Sanitary Sewer	Vehicles / Equipment	Elk River Ford	Sales & Vehicle Tax will be processed by	20.00
0	09/09/2009	Police - DWI Enforcement	Professional Services	Jensen, Bell, Converse & Erick	Professional Services Through 7/15	52.50
0	09/09/2009	General Fund	Professional Services	Jensen, Bell, Converse & Erick	Vehicle Forfeiture	175.00
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	31.00
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	31.00
0	09/09/2009	Information Technology	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	62.00
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	61.67
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	682.00
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	31.00
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	31.00
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	62.00
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	62.00
0	09/09/2009	Recreation Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	31.00
0	09/09/2009	P & R Contract Maintenance	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	93.00
0	09/09/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	31.00
0	09/09/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	31.00
0	09/09/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	31.00
0	09/09/2009	License Center	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	154.67
0	09/09/2009	Sanitary Sewer	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	62.00
0	09/09/2009	Water Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	93.00
0	09/09/2009	Storm Drainage	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	61.67
0	09/09/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	-1,642.01
0	09/09/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium Aug 2009	4,740.84
0	09/09/2009	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	33,983.64
0	09/09/2009	General Fund	Utilities	Xcel Energy	Fire #3	658.98
0	09/09/2009	Recreation Fund	Utilities	Xcel Energy	Nature Center	266.59
0	09/09/2009	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	4,717.17
0	09/09/2009	General Fund	Utilities	Xcel Energy	Fire #2	199.91
0	09/09/2009	License Center	Utilities	Xcel Energy	Motor Vehicle	618.28
0	09/09/2009	Water Fund	Utilities	Xcel Energy	2501 Fairview/Water Tower	279.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	09/09/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	14.14
0	09/09/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	28.64
0	09/09/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	15.05
0	09/09/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	14.96
0	09/09/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	123.95
0	09/09/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	37.45
0	09/09/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	39.24
0	09/09/2009	Storm Drainage	Professional Services	WSB & Associates, Inc.	Walsh Lake Watershet drainage analysis	5,457.50
0	09/09/2009	Golf Course	Vehicle Supplies	MTI Distributing, Inc.	Governor Spring	8.71
0	09/09/2009	Recreation Fund	Operating Supplies	Grainger Inc	Bubbler	38.95
0	09/09/2009	Recreation Fund	Operating Supplies	Grainger Inc	Lamp	45.79
0	09/09/2009	Recreation Fund	Operating Supplies	Grainger Inc	Lubricant, Wire Connector	43.17
0	09/09/2009	Sanitary Sewer	Professional Services	Gopher State One Call	Regular Tickets	229.58
0	09/09/2009	Water Fund	Professional Services	Gopher State One Call	Regular Tickets	229.59
0	09/09/2009	Storm Drainage	Professional Services	Gopher State One Call	Regular Tickets	229.58
0	09/09/2009	Recreation Fund	Operating Supplies	Grainger Inc	Inspection Tags, Labels	30.60
0	09/09/2009	Recreation Fund	Operating Supplies	Grainger Inc	Lamps	22.62
0	09/09/2009	Golf Course	Merchandise For Sale	Sysco Mn	Food Items for Resale	109.07
0	09/09/2009	Recreation Fund	Operating Supplies	Sysco Mn	Coffee Supplies	275.70
0	09/09/2009	Telecommunications	Printing	Greenhaven Printing	ECRWSS Sept/Oct	7,101.84
0	09/09/2009	Telecommunications	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-456.84
0	09/09/2009	Telecommunications	Postage	Greenhaven Printing	Postage	111.90
0	09/09/2009	Recreation Fund	Operating Supplies	Greenhaven Printing	Business Cards	83.36
0	09/09/2009	Recreation Fund	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-5.36
0	09/09/2009	Community Development	Operating Supplies	Greenhaven Printing	Business Cards	58.78
0	09/09/2009	Community Development	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-3.78
0	09/09/2009	General Fund	Operating Supplies	Greenhaven Printing	Business Cards	58.78
0	09/09/2009	General Fund	209001 - Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-3.78
0	09/09/2009	General Fund	Operating Supplies	Streicher's	Pistol, Grips	517.25
0	09/09/2009	General Fund	Clothing	Streicher's	ACU Shirt	49.99
0	09/09/2009	Police Forfeiture Fund	Professional Services	Streicher's	Training Pistol	490.56
0	09/09/2009	Police Forfeiture Fund	Professional Services	Streicher's	Rifle, Scope	2,522.25
0	09/09/2009	General Fund	Contract Maintenance Vehicles	Mister Car Wash	Police Car Washes	100.80
0	09/09/2009	Water Fund	Operating Supplies	Northern Water Works Supply	Gasket	25.24
Check Total:						175,095.63
56327	09/09/2009	General Fund	Operating Supplies	AbeTech, Inc.	Labels/Tags	451.34
Check Total:						451.34
56328	09/09/2009	General Fund	Operating Supplies	Accurint - Acct #1010287	Commitment Balance	50.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						50.00
56329	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	AIM Electronics Inc.	Down Payment for Oval Msg. Center	73,552.50
Check Total:						73,552.50
56330	09/09/2009	General Fund	Training	Anoka County Sheriff's Office	Use of Firing Range	726.75
Check Total:						726.75
56331	09/09/2009	Street Construction	09-02 Roselawn/HamlineVictoria	Asphalt Surface Tech, Corp	Roselawn Ave	97,123.94
56331	09/09/2009	Storm Drainage	09-02 Roselawn/HamlineVictoria	Asphalt Surface Tech, Corp	Roselawn Storm Sewer	2,302.97
56331	09/09/2009	Street Construction	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	MSA Mill & Overlays	35,113.63
56331	09/09/2009	Street Construction	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	City Mill & Overlays	151,278.28
56331	09/09/2009	Storm Drainage	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	M & O Storm Utility	-72,217.20
56331	09/09/2009	Sanitary Sewer	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	M & O Sanitary Sewer	8,954.91
56331	09/09/2009	Sanitary Sewer	Cleveland Ave Reconstruct	Asphalt Surface Tech, Corp	Cevleland Ave Sanitary Sewer	6,431.51
Check Total:						228,988.04
56332	09/09/2009	General Fund	Vehicle Supplies	Astleford International Trucks	Upper Holder	150.15
Check Total:						150.15
56333	09/09/2009	Recreation Fund	Fee Program Revenue	Kim Barth	Youth Fall Soccer Refund	18.00
56333	09/09/2009	Recreation Fund	Fee Program Revenue	Kim Barth	Youth Fall Soccer Refund	3.00
Check Total:						21.00
56334	09/09/2009	Water Fund	Operating Supplies	Batteries Plus, Inc.	6V Batteries	20.22
56334	09/09/2009	General Fund	Operating Supplies	Batteries Plus, Inc.	C Batteries	18.47
56334	09/09/2009	General Fund	Operating Supplies	Batteries Plus, Inc.	AA Batteries	51.24
56334	09/09/2009	General Fund	Operating Supplies	Batteries Plus, Inc.	1.5 V Battery	10.64
Check Total:						100.57
56335	09/09/2009	Water Fund	Accounts Payable	MICHAEL BERG	Refund check	21.05
Check Total:						21.05
56336	09/09/2009	Recreation Fund	Fee Program Revenue	Shannon Boehm	Youth Fall Soccer Refund	18.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56336	09/09/2009	Recreation Fund	Fee Program Revenue	Shannon Boehm	Youth Fall Soccer Refund	3.00
56336	09/09/2009	Recreation Fund	Fee Program Revenue	Shannon Boehm	Youth Fall Soccer Refund	4.00
					Check Total:	25.00
56337	09/09/2009	General Fund	Professional Services	Brighton Veterinary Hospital	Impound Fees	1,300.00
					Check Total:	1,300.00
56338	09/09/2009	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	Window Cleaning-Motor Vehicle	29.00
					Check Total:	29.00
56339	09/09/2009	Golf Course	Merchandise For Sale	Callaway Golf	Items for Resale	68.39
56339	09/09/2009	Golf Course	Merchandise For Sale	Callaway Golf	Items for Resale	58.15
					Check Total:	126.54
56340	09/09/2009	Golf Course	Merchandise For Sale	Capitol Beverage Sales, LP	Beverages for Resale	81.05
					Check Total:	81.05
56341	09/09/2009	Recreation Fund	Advertising	Centennial Blue Line Club	Hockey Program Advertising	125.00
					Check Total:	125.00
56342	09/09/2009	Water Fund	Accounts Payable	RICHARD COX	Refund check	74.17
					Check Total:	74.17
56343	09/09/2009	General Fund	Vehicle Supplies	Cummins NPower LLC	Fuel Pump	321.44
					Check Total:	321.44
56344	09/09/2009	General Fund	Operating Supplies	Diamond Vogel Paints, Inc.	Paint	382.35
					Check Total:	382.35
56345	09/09/2009	Community Development	Professional Services	E. G. RUD & SONS, INC.	Easement Vacation-Owasso Ridge	240.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	240.00
56346	09/09/2009	General Fund	Operating Supplies	EMP	Nitrile Gloves	291.06
					Check Total:	291.06
56347	09/09/2009	General Fund	Operating Supplies	Fed Ex	Shipping Charges	50.28
					Check Total:	50.28
56348	09/09/2009	Singles Program	Professional Services	Hannah Flowers	Singles Entertainment	50.00
					Check Total:	50.00
56349	09/09/2009	Recreation Fund	Operating Supplies	Fra-Dor Blackdirt & Recycle	Mulch	173.14
56349	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Fra-Dor Blackdirt & Recycle	Debris Removal	50.00
					Check Total:	223.14
56350	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Goodmanson Construction	Bandy Shelter Concrete Pad	1,580.00
					Check Total:	1,580.00
56351	09/09/2009	General Fund	Motor Fuel	Hartland Fuels	2009 Blanket PO for Fuel	7,782.40
					Check Total:	7,782.40
56352	09/09/2009	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Vehicle Conversion	123.86
56352	09/09/2009	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Vehicle Conversion	123.86
56352	09/09/2009	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Vehicle Conversion	32.43
56352	09/09/2009	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Vehicle Conversion	2,693.92
56352	09/09/2009	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Vehicle Conversion	115.23
					Check Total:	3,089.30
56353	09/09/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	401a William Malinen-Employer Portion	337.77
					Check Total:	337.77

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56354	09/09/2009	Recreation Fund	Professional Services	Imagine Design & Creative Cons	Brochures Templates	600.00
Check Total:						600.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	495.00
56355	09/09/2009	Information Technology	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	850.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	200.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	4,370.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	333.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	200.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	600.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	408.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	265.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	125.00
56355	09/09/2009	Telecommunications	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	253.00
56355	09/09/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	865.00
56355	09/09/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	200.00
56355	09/09/2009	P & R Contract Maintenance	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	415.00
56355	09/09/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	491.00
56355	09/09/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	90.00
56355	09/09/2009	Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	370.00
56355	09/09/2009	Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	200.00
56355	09/09/2009	License Center	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	990.00
56355	09/09/2009	Sanitary Sewer	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	170.00
56355	09/09/2009	Water Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	370.00
56355	09/09/2009	Golf Course	Employer Insurance	ING ReliaStar	High Deductable Savings Acct Sept 09	70.00
Check Total:						12,330.00
56356	09/09/2009	General Fund	Op Supplies - City Hall	ISS Facility Services-Minneapo	Barrel Caddy	46.49
56356	09/09/2009	General Fund	Professional Services	ISS Facility Services-Minneapo	Facilities Cleaning	4,090.88
56356	09/09/2009	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapo	Facilities Cleaning	798.23
56356	09/09/2009	General Fund	Professional Services	ISS Facility Services-Minneapo	Facilities Cleaning	399.11
56356	09/09/2009	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapo	Facilities Cleaning	598.67
56356	09/09/2009	License Center	Professional Services	ISS Facility Services-Minneapo	Facilities Cleaning	498.89
Check Total:						6,432.27
56357	09/09/2009	Recreation Fund	Transportation	Amy Karel	Mileage Reimbursement	42.90
Check Total:						42.90
56358	09/09/2009	Sanitary Sewer	Operating Supplies	Kath Auto Parts	Stake Anchors	14.88

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	14.88
56359	09/09/2009	General Fund	Clothing	Keeps Inc	Police Clothing	987.99
					Check Total:	987.99
56360	09/09/2009	Water Fund	Accounts Payable	DAVID KOEHNE	Refund check	16.50
					Check Total:	16.50
56361	09/09/2009	General Fund	Operating Supplies	Konrad Material Sales, LLC.	Router Cutters & Pins	1,154.25
					Check Total:	1,154.25
56362	09/09/2009	Recreation Fund	Transportation	Alyssa Kruzel	Mileage Reimbursement	3.30
					Check Total:	3.30
56363	09/09/2009	General Fund	Op Supplies - City Hall	Landscape Alternatives	Switchgrass, Big Bluestem	134.66
					Check Total:	134.66
56364	09/09/2009	General Fund	Operating Supplies	Language Line Services	Interpreter Services	89.61
					Check Total:	89.61
56365	09/09/2009	General Fund	Memberships & Subscriptions	League of MN Cities	Membership Dues 2009-2010	19,007.00
					Check Total:	19,007.00
56366	09/09/2009	Risk Management	Insurance	League of MN Cities Ins Trust	Premiums	47,902.25
56366	09/09/2009	Recreation Fund	Insurance	League of MN Cities Ins Trust	Premiums	-907.00
					Check Total:	46,995.25
56367	09/09/2009	General Fund	210600 - Union Dues Deduction	LELS	Payroll Deduction for 9/8 Union Dues	1,596.00
					Check Total:	1,596.00
56368	09/09/2009	General Fund	Vehicle Supplies	Liberty Tire Recycling, LLC	Tire Recycling	108.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	108.00
56369	09/09/2009	Risk Management	Community Development Claims	LMCIT	File Number 11061619	45,724.29
					Check Total:	45,724.29
56370	09/09/2009	General Fund	210600 - Union Dues Deduction	Local Union 49	Payroll Deduction for Sept Union Dues	775.00
					Check Total:	775.00
56371	09/09/2009	Golf Course	Other Supplies	Menards	Lumber	95.23
					Check Total:	95.23
56372	09/09/2009	Police - DWI Enforcement	Professional Services	Mid America Auction	Alcohol Forfeited Vehicles Reimbursement	90.00
					Check Total:	90.00
56373	09/09/2009	Recreation Fund	Operating Supplies	MIDC Enterprises	Trenching Shovel	117.05
56373	09/09/2009	Recreation Fund	Operating Supplies	MIDC Enterprises	Valve, Hand Pump	83.11
56373	09/09/2009	Recreation Fund	Operating Supplies	MIDC Enterprises	Credit Memo-Return of Trenching Shovel	-117.05
					Check Total:	83.11
56374	09/09/2009	General Fund	Miscellaneous Expense	Lyle Miller	Return Bank Fee	15.00
					Check Total:	15.00
56375	09/09/2009	General Fund	Memberships & Subscriptions	Minnesota Mayors Association	Annual Dues	20.00
					Check Total:	20.00
56376	09/09/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Case #: 001023511002	292.00
					Check Total:	292.00
56377	09/09/2009	General Fund	Training	MN Safety Council	Defensive Driving-Lowther	99.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						99.00
56378	09/09/2009	Recreation Fund	Contract Maintenance	Motion Industries Inc	Oil Seals, Volume Tapers	172.77
Check Total:						172.77
56379	09/09/2009	General Fund	Operating Supplies	National Camera Exchange	Lens Cap, Micro Clean Cloth	16.04
56379	09/09/2009	General Fund	Operating Supplies	National Camera Exchange	XD Card	32.12
Check Total:						48.16
56380	09/09/2009	Recreation Fund	Professional Services	Bob Nielsen	Load/Unload Van-RBB Performance	40.00
Check Total:						40.00
56381	09/09/2009	Water Fund	Operating Supplies	Northwest Lasers, Inc.	Caution Flags, Paint	249.38
56381	09/09/2009	Sanitary Sewer	Operating Supplies	Northwest Lasers, Inc.	Caution Flags, Paint	249.38
56381	09/09/2009	Storm Drainage	Operating Supplies	Northwest Lasers, Inc.	Caution Flags, Paint	249.37
Check Total:						748.13
56382	09/09/2009	Recreation Fund	Transportation	Brittany O'Connor	Mileage Reimbursement	15.95
Check Total:						15.95
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	76.95
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	76.95
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	153.90
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	76.95
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	192.38
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	76.95
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	106.88
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56383	09/09/2009	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	106.88
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56383	09/09/2009	Recreation Donations	Professional Services	On Site Sanitation, Inc.	Regular Service	40.61
56383	09/09/2009	Golf Course	Rental	On Site Sanitation, Inc.	Regular Service	40.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56383	09/09/2009	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	40.61
56383	09/09/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	163.90
Check Total:						1,397.23
56384	09/09/2009	General Fund	Operating Supplies	Petco Animal Supplies, Inc.	K9 Supplies	122.10
56384	09/09/2009	General Fund	Operating Supplies	Petco Animal Supplies, Inc.	K9 Supplies	115.67
Check Total:						237.77
56385	09/09/2009	General Fund	211402 - Flex Spending Health	Premier Bank	HSA	1,016.42
56385	09/09/2009	General Fund	211405 - HSA Employer	Premier Bank	HSA	3,223.85
Check Total:						4,240.27
56386	09/09/2009	General Fund	Contract Maint. - City Hall	Pro-Tec Design, Inc.	Repair Interior Camera #3	305.00
Check Total:						305.00
56387	09/09/2009	General Fund	Operating Supplies	Quality Restoration Services,	Barricades	450.00
56387	09/09/2009	Sanitary Sewer	Professional Services	Quality Restoration Services,	Barrels/Drums, Signs	147.63
56387	09/09/2009	Water Fund	Professional Services	Quality Restoration Services,	Barricades, Signs, Detour Arrows	248.46
Check Total:						846.09
56388	09/09/2009	Solid Waste Recycle	Conferences	RAM/SWANA	Annual Conference-Pratt	140.00
Check Total:						140.00
56389	09/09/2009	General Fund	Dispatching Services	Ramsey County	911 Dispatch	13,232.58
Check Total:						13,232.58
56390	09/09/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case # CV 074555	368.03
Check Total:						368.03
56391	09/09/2009	Recreation Fund	Transportation	Lisa Remark	Mileage Reimbursement	4.95
Check Total:						4.95

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56392	09/09/2009	General Fund	Contract Maintenance	Rick Johnson's Deer & Beaver I	Deer Call	100.00
					Check Total:	100.00
56393	09/09/2009	General Fund	Motor Fuel	Rosedale BP	Fuel	249.97
					Check Total:	249.97
56394	09/09/2009	Golf Course	Advertising	Roseville Area High School Foo	Ad in Football Program	25.00
					Check Total:	25.00
56395	09/09/2009	Community Development	Rental Registrations	RP Management	Rental Registration Refund	25.00
					Check Total:	25.00
56396	09/09/2009	General Fund	Operating Supplies	St. Boni Motor Sports	Windshield Puck	18.81
					Check Total:	18.81
56397	09/09/2009	Recreation Fund	Professional Services	Linda Stafford	Ampitheatre Rental Refund	40.00
					Check Total:	40.00
56398	09/09/2009	Golf Course	Operating Supplies	Suburban Ace Hardware	Air Filter	2.76
56398	09/09/2009	Recreation Improvements	Tennis Court Capital	Suburban Ace Hardware	Tennis Court Supplies	31.81
56398	09/09/2009	Golf Course	Operating Supplies	Suburban Ace Hardware	Paint Supplies	52.55
56398	09/09/2009	Golf Course	Operating Supplies	Suburban Ace Hardware	Credit	-3.74
56398	09/09/2009	General Fund	Operating Supplies	Suburban Ace Hardware	Key	2.13
56398	09/09/2009	General Fund	Operating Supplies	Suburban Ace Hardware	Key	2.13
56398	09/09/2009	General Fund	Operating Supplies	Suburban Ace Hardware	Extension Cord	21.36
56398	09/09/2009	General Fund	Operating Supplies	Suburban Ace Hardware	Fasteners	1.28
					Check Total:	110.28
56399	09/09/2009	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2009 Blanket PO for Vehicle Repairs	246.01
					Check Total:	246.01
56400	09/09/2009	General Fund	Contract Maintenance Vehicles	Sun Control of Minnesota, Inc	Film Installation	279.00
56400	09/09/2009	Police Forfeiture Fund	Professional Services	Sun Control of Minnesota, Inc	Tint 3 Door Dealer	150.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						429.00
56401	09/09/2009	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Modified Asphalt	360.70
Check Total:						360.70
56402	09/09/2009	General Fund	Operating Supplies	TAB Products Co. LLC	Inkjet Labels	347.09
Check Total:						347.09
56403	09/09/2009	General Fund	Operating Supplies	Toll Gas & Welding Supply	Helium	151.51
Check Total:						151.51
56404	09/09/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.84
56404	09/09/2009	Police Forfeiture Fund	Professional Services	Twin Cities Transport & Recove	Towing	122.90
56404	09/09/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.84
56404	09/09/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.84
56404	09/09/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.84
56404	09/09/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.84
Check Total:						667.94
56405	09/09/2009	General Fund	Clothing	Uniforms Unlimited, Inc.	Cartridges	2,132.16
56405	09/09/2009	General Fund	Clothing	Uniforms Unlimited, Inc.	Streetgear	68.50
56405	09/09/2009	General Fund	Clothing	Uniforms Unlimited, Inc.	Battery	32.60
Check Total:						2,233.26
56406	09/09/2009	Golf Course	Merchandise For Sale	US Bank	Petty Cash Reimbursement	82.86
56406	09/09/2009	Golf Course	Operating Supplies	US Bank	Petty Cash Reimbursement	11.93
Check Total:						94.79
56407	09/09/2009	Water Fund	Accounts Payable	RACHEL VARN0	Refund check	15.53
Check Total:						15.53
56408	09/09/2009	General Fund	Operating Supplies	Verizon Wireless	Cell Phones	144.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						144.04
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	Adhesive, Std Caps	422.19
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	Std Caps	219.56
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	Credit Memo	-531.29
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	Pallets (22)	264.00
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	DOT Standard Tan Blocks	1,080.00
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	Versa-Tuff Pins	220.00
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	Versa-Tuff Pins	360.00
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	Versa-Tuff Pins	132.27
56409	09/09/2009	Building Improvements	Skating Center MN Bonding Proj	Versa-Lok	Base Block, Tuff Pins, Tailgator	1,173.47
Check Total:						3,340.20
56410	09/09/2009	Recreation Fund	Operating Supplies	Viking Electric Supply, Inc.	Conduit, Elbow	127.12
Check Total:						127.12
56411	09/09/2009	Recreation Fund	Operating Supplies	Wheeler Hardware Company	Tiolet Accessories	95.65
Check Total:						95.65
56412	09/09/2009	Water Fund	Accounts Payable	ANNE ZEARLEY	Refund check	37.27
Check Total:						37.27
Report Total:						669,532.19

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 09-21-09
Item No.: 7.b

Department Approval

City Manager Approval

Chris K. Miller

W. J. Mahinen

Item Description: Approval of 2009-2010 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

Cigarette/Tobacco Products
MGM Wine & Spirits, Inc.
1149 Larpenteur Avenue W
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.

STAFF RECOMMENDATION

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements.

REQUESTED COUNCIL ACTION

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

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



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

Cigarette/Tobacco Products License Application

Business Name MGM Wine & Spirits, Inc. dba MGM Wine & Spirits
 Business Address 1149 Larpenteur Ave. W. Roseville MN 55113
 Business Phone No phone # yet at store
 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, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Cigarette/Tobacco Products	\$100.00

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 9-2-09

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/21/09
Item No.: 7.c

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Item / Description	Amount
IT	Dellcom.	Construct fiber network (a)	\$ 29,244.00

(a) Joint Project with Roseville Schools – Hamline Avenue segment. Initially approved by Council in May, 2009.

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description
n/a	n/a

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

19 **STAFF RECOMMENDATION**

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

22 **REQUESTED COUNCIL ACTION**

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

25

26

Prepared by: Chris Miller, Finance Director

Attachments: A: None

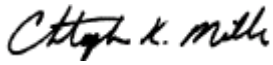
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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 09-21-09
Item No.: 7.d

Department Approval

City Manager Approval



Item Description: MGM Wine & Spirits application for Off Sale Intoxicating Liquor License.

Background

MGM Wine & Spirits, Inc. dba MGM Wine & Spirits has applied for an Off Sale Intoxicating liquor license at 1149 Larpenteur Ave W. The City Attorney will review the application prior to the issuance of the license to ensure that it is in order. A representative from MGM Wine & Spirits will attend the hearing to answer any questions the Council may have.

Financial Implications

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

Council Action

Motion to set a public hearing for Off Sale Intoxicating liquor license for MGM Wine & Spirits, Inc. dba MGM Wine & Spirits to be held on October 12, 2009.

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



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar St., Suite 133, St. Paul, MN 55101-5133
 (651) 201-7507 FAX (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company. Name State Fund Mutual Policy # 18887207
 Licensee's MN Sales and Use Tax ID # 5836517 To apply for a MN sales and use tax ID #, call (651) 296-6181
 Licensee's Federal Tax ID # 41-1375066

If a corporation, an officer shall execute this application If a partnership, a partner shall execute this application.

Licensee Name (Individual <u>Corporation</u> Partnership, LLC) <u>MGM Wine + Spirits, Inc.</u>	Social Security # ...	Trade Name or DBA <u>MGM Wine + Spirits</u>
License Location (Street Address & Block No.) <u>1149 Larpenteur Ave. W.</u>	License Period From <u>1-1-09</u> To <u>6-30-2010</u>	Applicant's Home Phone # -
City <u>Roseville</u>	County <u>Ramsey</u>	State <u>MN</u>
Name of Store Manager <u>TBD</u>	Business Phone Number <u>No phone # yet</u>	Zip Code <u>55113</u>
DOB (Individual Applicant)		

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
<u>Terrance Joseph Maglich</u>	...	...	...	...	...
<u>Michael Gerard Maglich</u>	...	...	...	...	...
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation 1-15-87, state incorporated in MN, amount paid in capital _____, a subsidiary of any other corporation, so state N/A and give purpose of corporation off sale liquor. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? ☐ Yes ☒ No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.
first floor
- Is establishment located near any state university, state hospital, training school, reformatory or prison? ☐ Yes ☒ No If yes state approximate distance. _____
- Name and address of building owner: _____
Has owner of building any connection, directly or indirectly, with applicant? ☐ Yes ☒ No 5423
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? ☐ Yes ☒ No If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. No
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota? ☒ Yes ☐ No If yes, give name and address of establishment. See attached

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/21/09

Item No.: 7.e

Department Approval

City Manager Approval



Item Description: **Adopt Restated Cafeteria Plan Documents**

BACKGROUND

The cafeteria plan documents govern the pre-tax premium contributions made by employees as well as the health care spending account and dependent care spending account. Changes in laws and regulations occur regularly, affecting the administration of the plan and requiring the documents to be updated reflecting these changes. The City of Roseville documents have not been updated since 1994 and are outdated.

EXAMPLES OF REQUIRED UPDATES

- Over the years the City has added several new deductible plans and eliminated the 100% coverage plan.
- The City has added the Health Savings Account (HSA). HSA employee contributions are governed by the cafeteria plan; therefore, new language is needed in the documents to ensure accuracy.
- Last year Minnesota law changed the definition of dependent as it relates to certain insurance coverages.

The documents have been revised and are ready for adoption. It takes into account the current laws and regulations and the new plans that have been approved by City Council.

REQUESTED COUNCIL ACTION

Adopt restated Cafeteria Plan document language to accurately reflect current pre-tax benefits available to City of Roseville staff.

Prepared by: Eldona Bacon

Attachments: A. City of Roseville Cafeteria Plan - Summary Plan Description
B. Master Plan

City of Roseville

Cafeteria Plan

SUMMARY PLAN DESCRIPTION

Effective January 1, 1994

Amended and Restated Effective January 1, 2009

City of Roseville Cafeteria Plan

SUMMARY PLAN DESCRIPTION

This Summary Plan Description is intended to explain the City of Roseville Cafeteria Plan in a manner that you can easily understand. If you have any questions after reading this Summary Plan Description, please call Human Resources at (651) 792-7025.

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**City of Roseville
Cafeteria Plan**

SUMMARY PLAN DESCRIPTION

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THE PURPOSE OF THE PLAN

City of Roseville has established this Plan to make available to Eligible Employees different combinations of medical benefits, dental care benefits, dependent care benefits, life insurance benefits, contributions to Health Savings Accounts and direct compensation.

DEFINITIONS

Here are some definitions that will help you better understand this summary of the Plan:

1. **DEPENDENT** - A dependent for purposes of this Plan is generally, a qualifying child and certain other relatives. Qualifying child includes a child who: (1) is your child (son, daughter, stepson, or stepdaughter), brother, sister, stepbrother, or stepsister, or a descendant of any such person; (2) who has the same principal place of abode as you for at least one-half of the relevant year; (3) has not attained age 19 (or age 24 if a full time student) during the relevant year or is permanently and totally disabled; (4) did not provide over half of his/her own support during the relevant year; (5) is not older than you; (6) did not file a joint tax return, and; (7) is a citizen, national, or resident of the United States, or a resident of Canada or Mexico;

Other relatives that may be dependents include an individual who: (1) is your child (or a descendant of a child), brother, sister, stepbrother, or stepsister, parent (or a parent's ancestor), stepparent, brother or sister's son or daughter, parent's brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law or, if not such a relative, an individual who has the same principal place of abode as you and is a member of your household; (2) generally has received more than one-half of his/her support from you during the relevant year; (3) is not your qualifying child as defined above or the qualifying child of anyone else, and; (4) is a citizen, national, or resident of the United States, or a resident of Canada or Mexico

2. **ELIGIBLE EMPLOYEE** - An employee of the Employer, who is employed in the United States and who is eligible for the Employer's group sponsored health, dental plan and/or life insurance plan(s).
3. **EMPLOYEE** - Any person employed by the Employer on or after the Effective Date of the Plan. All employees who are treated as employed by a single employer under Subsections (b), (c) or (m) of Section 414 of the Code are treated as employed by a single employer for purposes of this Plan. Employee does not include the following:
 - (a) Any self-employed individual as described in Section 401(c) of the Code;
 - (b) Any employee who is a nonresident alien and receives no earned income from the Employer from sources within the United States;
 - (c) Any employee who is a leased employee as defined in Section 414(n)(2) of the Code; and

(d) Any employee included within a unit of employees covered by a collective bargaining unit unless such agreement provides, whether specifically or generally, for coverage of the employee under this Plan.

4. EMPLOYER - City of Roseville

5. PERIOD OF COVERAGE - For Plan benefits the Period of Coverage is generally the same as the Plan Year. However, if a person becomes a participant after a Plan Year has started, that participant's Period of Coverage consists of his or her first day of participation and the remainder of the Plan Year. For example, if a person becomes a participant on November 1, of the current Plan Year, that person's Period of Coverage for that Plan Year is November 1 through December 31.

However, if you stop paying for these benefits, your Period of Coverage will end early. For example, if you terminate employment or take an unpaid leave of absence, your Period of Coverage will end as of the last day for which you pay for coverage (including any months paid for as continuation coverage).

6. PLAN - This City of Roseville Cafeteria Plan, as it may be amended from time to time.

7. PLAN ADMINISTRATOR - The Employer is the Plan Administrator.

8. PLAN SPONSOR - The Employer is the Plan Sponsor.

9. PLAN YEAR - The Plan Year is the twelve-month period ending each December 31.

10. SPOUSE - means an individual who is legally married to the Participant as determined under applicable state law and who is treated as a spouse under the federal law.

11. STATUS CHANGE - Generally, your cafeteria plan election is irrevocable for the plan year. Your ability to change your cafeteria plan elections is governed by the Internal Revenue Service (IRS) status change rules and the terms of the Plan. A status change is an event that allows you to make changes to your elections for legitimate changes in the status of you, your spouse or dependents. This means that any mid-year election change to your pre-tax contributions under the plan must be on account of, and corresponding with, the change in status that affects eligibility for coverage. Additionally, the requested change must be consistent with the change in status. For example, if you add a new dependent, it would be consistent with that status change to add the individual to the health plan and make a corresponding pre-tax election. Conversely, it would not be consistent to add a new dependent and elect to reduce your medical reimbursement plan election. You should contact the Employer with any questions regarding the consistency requirements for status changes.

Status change events include the events listed as well as other events allowed by law relating to status changes. The Employer, as Plan Administrator, has sole discretion, on a uniform and consistent basis, to determine whether a status change has occurred and whether the requested election change is consistent with the status change.

The status change events are:

Status changes applicable to the Health Plan:

- a. Special enrollments as defined by HIPAA Portability regulations including a gain of dependent through marriage, birth or adoption, or loss of eligibility for other coverage;
- b. A change in your legal marital status due to marriage, divorce, death of a spouse, legal separation or annulment;
- c. A change in the number of your dependents because of birth, adoption, placement for adoption or death;
- d. A change in the employment status of you or your dependent such as termination or commencement of employment, strike or lockout, commencement of, or return from, an unpaid leave of absence, or a change in work site;
- e. Events that cause a dependent to satisfy or cease to satisfy eligibility requirements of an employer plan such as gain or loss of student status, reaching the limiting age for benefits or any similar circumstance;
- f. A change in residence of you or your dependent that affects eligibility under the plan or benefits;
- g. A significant change in the health coverage or the cost of health coverage, of you or your spouse that is beyond your control or your spouse's control and is related to the employment of your spouse, or a prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election change;
- h. A judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order) which requires accident or health coverage for your child;
- i. Enrollment or loss of eligibility for Medicare or Medicaid benefits;
- j. Loss of eligibility for state health care programs;
- k. A prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election for a period of coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan; or
- l. Commencement or return from FMLA leave.

Status changes applicable to the Dental Plan:

- a. A change in your legal marital status due to marriage, divorce, death of a spouse, legal separation or annulment;
- b. A change in the number of your dependents because of birth, adoption, placement for adoption or death;
- c. A change in the employment status of you or your dependent such as termination or commencement of employment, strike or lockout, commencement of, or return from, an unpaid leave of absence, or a change in work site;
- d. Events that cause a dependent to satisfy or cease to satisfy eligibility requirements of an employer plan such as gain or loss of student status, reaching the limiting age for benefits or any similar circumstance;
- e. A change in residence of you or your dependent that affects eligibility under the plan or benefits;
- f. A significant change in the health coverage or the cost of health coverage, of you or your spouse that is beyond your control or your spouse's control and is related to the employment of your spouse, or a prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election change;
- g. A judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order) which requires accident or health coverage for your child;
- h. A prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election for a period of coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan; or
- i. Commencement or return from FMLA leave.

Status changes applicable to the Medical Expense Reimbursement Plan:

- a. A change in your legal marital status due to marriage, divorce, death of a spouse, legal separation or annulment;
- b. A change in the number of your dependents because of birth, adoption, placement for adoption or death;
- c. A change in the employment status of you or your dependent such as termination or commencement of employment, strike or lockout, commencement of, or return from, an unpaid leave of absence, or a change in work site. In addition, if your spouse or your dependent has a change in employment status that affects eligibility under an employer plan, that is a status change;

- d. Events that cause a dependent to satisfy or cease to satisfy eligibility requirements of an employer plan such as gain or loss of student status, reaching the limiting age for benefits or any similar circumstance;
- e. A judgment, decree, or order (“order”) resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order) which requires accident or health coverage for your child;
- f. Commencement or return from FMLA leave.

You are not permitted to change an election to the Medical Expense Reimbursement Plan as a result of a cost or coverage change under this subsection.

Status changes applicable to the Dependent Care Plan:

- a. A change in your legal marital status due to marriage, divorce, death of a spouse, legal separation or annulment;
- b. A change in the number of your dependents because of birth, adoption, placement for adoption or death;
- c. A change in the employment status of you or your dependent such as termination or commencement of employment, strike or lockout, commencement of, or return from, an unpaid leave of absence, or a change in work site. In addition, if your spouse or your dependent has a change in employment status that affects eligibility under an employer plan, that is a status change;
- d. Events that cause a dependent to satisfy or cease to satisfy eligibility requirements of an employer plan such as gain or loss of student status, reaching the limiting age for benefits or any similar circumstance;
- e. A significant change in the cost of dependent care except when the change is made by a dependent care provider that is a relative of the employee;
- f. A change in dependent care provider;
- g. A prospective election change that is on account of, and corresponds with, a change made under another employer plan provided that the other plan permits participants to make an election for a period of coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan; or
- h. Commencement or return from FMLA leave.

For life insurance plans, all status changes currently allowable under the Code and applicable regulations shall be applied in a uniform and consistent manner.

If employee contributions to a Health Saving Account (HSA) are included under this Plan, Participants may prospectively change HSA contribution elections on a monthly basis as allowed under the HSA law. If the Participant becomes ineligible to make HSA contributions, the Participant may prospectively revoke his or her salary reduction election for HSA contributions.

If the cost of a benefit purchased by you with Premium Conversion increase (or decreases) during the plan year and you are required to make a corresponding change to your election, the Employer may, on a reasonable and consistent basis, automatically make a prospective increase (or decrease) in your elections.

The Employer may add to the list of changes in circumstances that constitute Status Changes, consistent with the law relating to such Status Changes.

TYPE OF PLAN

This is a flexible benefit plan that permits participants to choose among more than one benefit. It is classified as a “cafeteria plan” for federal income tax purposes.

BECOMING ELIGIBLE TO PARTICIPATE IN THE PLAN

A new Eligible Employee may elect to become a participant in the Plan on the first day the Employee becomes an Eligible Employee, and beginning after he or she becomes an Eligible Employee by satisfying the participation conditions. Thereafter, Eligible Employees may become participants on the first day of a Plan Year.

PARTICIPATION CONDITIONS

As a condition to participation in the Plan and to receiving reimbursement benefits under this Plan, you must:

- (1) Eligible Employees that have elected to participate in the Employer’s health, dental plan and/or life insurance plan(s) shall be deemed to have elected to participate in the premium portion of this plan, and to have the employee portion of the premium for coverage under the Employer’s health, dental plan and/or life insurance plan(s) paid for on a pre-tax basis, unless written notification, on Employer forms, is supplied to the Employer, stating that the employee does not wish to participate in the premium portion of this plan and that the employee portion of the premium for coverage under the Employer’s health, dental plan and/or life insurance plan(s) should be paid for on an after-tax basis. Eligible Employees shall have the right to waive participation in the Employer’s health, dental plan and/or life insurance plan(s), and take any contributions they would have made as taxable income;

- (2) To participate in the Medical Reimbursement and/or Dependent Care Reimbursement portions of this Plan, each Eligible Employee shall execute and deliver to the Employer, within thirty (30) days of becoming eligible for the Plan, a written and signed application by which the Eligible Employee applies to participate in the Medical Reimbursement and/or Dependent Care portions of this Plan. This written and signed application will also designate the required amount of Compensation for the Plan Year in question as Pay Conversion Contributions;
- (3) Authorize Pay Conversion Contributions in the required amount;
- (4) Observe all Plan rules and regulations;
- (5) Agree to inquiries by the Employer with respect to any physician, hospital, or other provider of medical care or other services covered by this Plan; and
- (6) Submit to the Employer all reports, bills, and other information that the Employer may reasonably require.

If you do not make a benefit election within the time period required by the Plan, you will not be eligible to participate in the Plan, until the next Plan Year, unless you have a change in status as defined by the Plan.

PAYING FOR BENEFITS

Benefits are paid for by you using your Pay Conversion Contributions.

PAY CONVERSION CONTRIBUTIONS

Pay Conversion Contributions are the amounts by which you reduce your regular gross (before tax) wages or salary in exchange for the Employer's contribution of equal amounts to the Plan. The election to participate in the Employer's health, dental plan and/or life insurance plan(s) shall authorize the appropriate payroll deductions.

BENEFITS PROVIDED UNDER THE PLAN

The types of benefits available to you under the Plan are described below. If you do not use your Pay Conversion Contributions to purchase benefits, such amounts will be paid to you in cash.

1. Health Plan Coverage. Payment of the employee cost of coverage under the City of Roseville Health Plan. This health plan is described in the Health Plan Summary Plan Description.

2. Dental Plan Coverage. Payment of the employee cost for coverage under the City of Roseville Dental Plan. This dental plan is described in the Dental Plan Summary Plan Description.
3. Life Insurance Coverage. Payment of the employee cost of up to \$50,000 of coverage under the City of Roseville Life Insurance Plan. This life insurance plan is described in the Life Insurance Plan Summary Plan Description.
4. Medical Reimbursement. If you elect medical reimbursement coverage, you can use your Pay Conversion Contributions to be reimbursed for medical expenses incurred during the Period of Coverage for a Plan Year that are related to the diagnosis, treatment, or prevention of disease or for sickness and injury. Premiums for insurance coverage and similar expenses (e.g., payments for HMO coverage) are **not** reimbursable. If you elect to receive medical reimbursement coverage, within the Plan's limits you will elect your level of coverage for the Plan Year. The maximum level of coverage is Five Thousand Dollars (\$5,000) per Plan Year.

IRS Publication 502, which you may obtain from the Internal Revenue Service, describes only tax-deductible medical expenses, which are many of the expenses eligible for reimbursement. All of the expenses described in §213(d) of the Internal Revenue Code, with the exception of long-term care, are eligible for reimbursement under this Plan. There are some key differences between Publication 502 and §213(d). Three key differences between Publication 502 and this Plan are: (1) Expenses under this Plan are reimbursable upon the date incurred and not the date paid, and goes by the Plan Year and not the tax year. (2) Health insurance premiums are NOT reimbursable through the medical reimbursement portion of this Plan. (3) Over-the-counter medicine and drugs (excluding toiletries, cosmetics and dietary supplements taken for general health) are reimbursable under this Plan. The following list gives examples of the types of medical expenses covered. However, an expense is **ineligible for reimbursement** to the extent that it is covered by any insurance policy or will be reimbursed from any other source. In addition, expenses for cosmetic procedures that are not medically necessary are not eligible for reimbursement.

Surgical services
Hospital services
Laboratory services
Medicine and drugs
Ambulance services
Pre-natal care
Orthodontia
Vision care
Contact lenses
Seeing eye dogs
Tape recorders for blind persons

X-Ray treatments
Nursing services
Dental services
Insulin
Chiropractic and osteopathic services
Chemical dependency services
Psychiatric care
Prescription eyeglasses
Hearing aids
Wheelchairs
Crutches

As noted earlier, you can be reimbursed only for expenses incurred during your Period of Coverage for that Plan Year. In addition, no medical expense will be reimbursed under this Plan to the extent that either the expense is covered by any health or accident plan or insurance policy covering you, your spouse, or any Dependent or you will be reimbursed for the expense from another source.

Limitations placed on your Medical Reimbursement Account when Participating in a Health Savings Account (HSA)

If you choose to participate in the HSA offered through the Cafeteria Plan, you may be limited to the type of expenses for which you can be reimbursed from the medical reimbursement account. If you have elected to participate in the medical reimbursement account and are covered under the HSA and High Deductible Health Plan, reimbursements under the medical reimbursement account are limited to the following expenses:

- Vision expenses
- Dental expenses
- Preventative care benefits that are not otherwise paid for by the health care plan
- Qualified medical expenses that are incurred after the deductible amount of the High Deductible Health Plan in which you are enrolled has been met. Certification that the deductible has been met must be provided to the Claims Administrator before these expenses would be eligible for reimbursement.

If you participate in an HSA outside the Plan, no such limitations for reimbursement will be applied by the Plan. The Plan assumes no responsibility for monitoring distributions subject to the HSA rules when you participate in the Plan and in an HSA outside of the Plan. However, you will still be individually responsible for not taking ineligible reimbursements from the Medical Reimbursement Account when participating in an HSA regardless of who administers the HSA.

5. Dependent Care Reimbursement Expenses. You may also set aside Pay Conversion Contributions in a dependent care reimbursement account. This account can be used to reimburse you for amounts paid for household services or for the care of a Qualifying Individual if those amounts are paid to permit you to be gainfully employed during a period for which there is a Qualifying Individual with respect to you. If expenses are incurred outside of your household, they will be eligible for reimbursement only if they are incurred for the care of a Qualifying Individual under the age of thirteen (13) or a Qualifying Individual that spends at least eight (8) hours per day in your household. A Qualifying Individual is generally your dependent under the age of 13 or a dependent who

is physically or mentally incapable of self-care or your spouse who is physically or mentally incapable of self-care. In addition, if the expense is incurred outside your home at a facility that provides care for more than six (6) individuals that do not regularly live in the facility, the facility must comply with all applicable state and local laws and regulations, including any applicable licensing requirements.

For example, if you must place your four-year old son in a child care center in order for you to work as a full-time employee of the Employer or to enable your spouse to seek employment while you remain employed by the Employer, this child care expense would be eligible for reimbursement. The cost of schooling for kindergarten or higher is not eligible for reimbursement under the Plan, but the cost of care provided before and after school is eligible.

Subject to Plan limits, you will elect your level of dependent care expense coverage during a Plan Year. The maximum level of coverage is Five Thousand Dollars (\$5,000) per Plan Year. A pro rata portion of your annual election will be used to fund your account from time to time. At any point in time during the Plan Year you can claim reimbursement benefits in an amount equal to the remaining balance in your account. Please note that married couples filing a joint tax return or single parents may be reimbursed a maximum of \$5,000 for the taxable year (which is typically the calendar year for most taxpayers), regardless of the Plan Year. Married couples filing separate returns may be reimbursed up to \$2,500 per taxable year. If your spouse is a full-time student or is physically or mentally incapable of caring for himself or herself during the year, your spouse will be considered to have earned income of \$250 per month if you have one Dependent who qualifies for coverage or \$500 per month if you have two or more Dependents who qualify for coverage. (Refer to the section titled “How Benefits Are Taxed” for more information.)

Your account for each Plan Year only covers expenses incurred during your Period of Coverage for that Plan Year, including the remainder of the Plan Year following termination of employment with the Employer. In addition, the Plan will not reimburse you for amounts you pay for services performed by your Dependent or a Dependent of your spouse or by your child, if the child is under the age of nineteen (19). For example, a payment to your fifteen (15) year-old daughter for baby-sitting your son would not be eligible for reimbursement.

6. Participating in a Health Savings Account (HSA) through the Cafeteria Plan. To be able to contribute to an HSA through the Plan, you must participate in the Company-offered HSA program and you must be insured by a High Deductible Health Plan, as defined by the HSA law, by the end of the Plan Year. The minimum deductible amounts required for health plans to qualify as a High Deductible Health Plan (HDHP) under the HSA law is indexed for inflation and may change from year to year. The 2009 minimum annual deductible for self-only HDHP coverage is \$1,150 and for family HDHP coverage is \$2,300.

To be eligible to contribute the entire statutory amount for the year, you must remain enrolled in the HSA for the entire following Plan Year. You may not have any other medical coverage that would provide basic medical care that is not also a High Deductible Health Plan. However, you may have dental and vision insurance or other limited-scope types of insurance (e.g., accident, disability, cancer, etc.).

If you are eligible and opt to participate, a separate HSA account will be set up for you in your name at a government accepted HSA custodian or trustee. Contributions made to the HSA will be submitted to the custodian or trustee to be deposited into your HSA account. The 2009 annual HSA contribution limit for individuals with self-only HDHP coverage is \$3,000 and for individuals with family HDHP coverage is \$5,950. If you are age 55 to 65 and not enrolled in Medicare, you may be eligible for a “catch-up” contribution in addition to the annual contribution limit. For 2009, the “catch-up amount is \$1,000. Contact the Plan Administrator for more information on “catch-up” contributions. The pre-set maximums may be changed in future years for inflation. You will be notified of any changes to these dollar limits. You may also check with the plan administrator for more information regarding contribution limits.

Dollars in your HSA may be used and taken for medical purposes not otherwise covered by the High Deductible Plan or any other limited-scope plan. Examples of expenses that may be paid by the HSA include dental and vision care, physician exams, hospital treatment, prescriptions, contact solution, medical treatment, purchase of medical equipment, etc. Amounts used for medical expenses will not be taxable under current law and may be taken for any medical expense incurred while participating after you enroll in the HSA or until your account is empty of all remaining funds.

Amounts taken for non-medical purposes may be taken at any time but will be subject to ordinary income tax obligations. Amounts used for non-medical expenses will also be subject to a 10% penalty if you are under age 65. You will be responsible for determining whether the expense is a medical expense.

In the end, you will have complete discretion in how to use your HSA dollars.

SPECIAL RULES RELATING TO REIMBURSEMENT BENEFITS

1. Forfeitures. Federal tax laws require that your medical expense reimbursement and dependent care reimbursement benefits for each Plan Year operate on a “use it or lose it” basis. For this reason, if you do not use the entire amount available for reimbursement benefits for a Plan Year, YOU WILL FORFEIT the unused amount, and you will have no further claim to it. If not retained by the Employer, forfeitures may be used in one or more of the following ways: to reduce the required salary reduction amounts for the immediately following plan year on a reasonable and uniform basis; returned to the Participants on a reasonable and uniform basis; or, to defray expenses to administer the plan.

For example, assume Jones allocates \$2,400 during the current Plan Year to his current Plan Year dependent care reimbursement account. During the Period of Coverage, however, Jones and his spouse and Dependents incur only \$2,200 of expenses eligible for reimbursement under the Plan. Jones will forfeit to the Employer the \$200 remaining in his account after he has been reimbursed for all of his eligible expenses.

2. The Plan Year and the Period of Coverage. You may use your reimbursement accounts for any Plan Year only to pay for reimbursement benefits for that Plan Year.

Your medical reimbursement coverage and dependent care reimbursement account for a particular Plan Year can only be used to provide reimbursement for eligible expenses incurred during your Period of Coverage for that Plan Year. For example, if you become a participant on October 1, of the current Plan Year, and have elected to receive medical reimbursement coverage for your first Plan Year ending December 31, of the current Plan Year, and you are employed for the full year, you can receive reimbursement only for eligible expenses incurred from October 1 through December 31, which is your Period of Coverage for that Plan Year. Expenses incurred in September of the current Plan Year, or January of the next Plan Year, are not eligible for reimbursement under your coverage for that Plan Year.

In the case of medical reimbursement coverage, your Period of Coverage will end as of the last day for which you made a payment. For example, if Johnson's employment terminates on September 21 and he has paid for medical reimbursement coverage through September and elects not to pay for continuation coverage with after-tax dollars (see CONTINUATION COVERAGE), his Period of Coverage would end as of the end of September. As a result, he would not be entitled to reimbursement for expenses incurred in October through December of that year. This would be true even if Johnson had elected \$1,200 of coverage during the Plan Year and, through September, had paid \$900 for the benefit. If Johnson elected to pay for continuation coverage on an after-tax basis, he would extend his Period of Coverage. (These results can differ somewhat if you take a "Family or Medical Leave, your medical reimbursement coverage terminates, and you later reinstate the coverage. See LEAVES OF ABSENCES AND FAMILY OR MEDICAL LEAVES.)

3. When is an Expense "Incurred"? A medical expense or dependent care expense is incurred when the medical or dependent care-giving rise to the expense is provided. The date of billing or payment is irrelevant.

For example, if Jones visits his dentist on December 15, of the current Plan Year, is billed for the dental services on January 5, of the next Plan Year, and pays the bill on January 14, Jones will have incurred the expense on December 15. Consequently, the expense would be eligible for reimbursement under Jones' medical reimbursement coverage for the current Plan Year, but not under his coverage for the next Plan Year.

4. How Do I Claim Reimbursement Benefits? If you have elected reimbursement coverage, you may claim reimbursement for eligible medical and/or dependent care expenses. You have until March 31st after the close of the Plan Year to have a correct and complete claim ***received by*** the Claims Administrator. Benefits are paid at least monthly.

To be reimbursed you must deliver a completed claim form to:

Finance Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

You must attach a copy of your bill or receipt or other satisfactory third party documentation of the amount of the expense and the date(s) the expense was incurred (a canceled check is not sufficient). You must also certify that each expense is eligible for reimbursement under the Plan, that it has not been previously reimbursed under the Plan and that it is not reimbursable from any other source (e.g., insurance). After your claim is reviewed, processed, and approved, you will receive a reimbursement. Claims with missing or illegible information will be denied, pending re-submission of legible information.

If an expense is eligible for both medical and dependent care reimbursements, you may choose whether to submit the expense as a medical expense or a dependent care expense. You may also submit part of the expense for reimbursement under one type of coverage, and the remainder for reimbursement under the other, but you may only be reimbursed once for any expense.

RESTRICTIONS ON RECEIVING BENEFITS

Tax laws impose a variety of nondiscrimination requirements and benefits tests that must be met before benefits under the Plan will be nontaxable to all employees. These are generally intended to restrict the amount of nontaxable benefits available to certain employees of the Employer who are officers, directors, or “highly compensated.” If the Employer believes that any of these requirements or limits may be violated, it may limit the amount of Pay Conversion Contributions certain participants may allocate to nontaxable benefits, so that the Plan and its benefits will not be discriminatory.

MAKING A BENEFIT ELECTION

Prior to the start of your participation in the Plan for a Plan Year, at a time announced by the Employer, you must complete and return to the Employer a benefit election form setting out your benefit elections and indicating how much of your Pay Conversion Contributions, if any, that you want used to pay your benefits. If you do not make an initial benefit election, you will not be able to participate in the Plan, until the next Plan Year.

The Employer allows negative elections for health, dental and life insurance plan premiums. The Employer assumes that you want to pay for these premiums with pre-tax money, but will allow the Eligible Employee to waive participation in the premium portion of the Plan, upon the completion of the appropriate waiver forms by the employee. Negative elections are not used for your medical care reimbursement and dependent care reimbursement benefits. You must affirmatively elect these benefits.

CHANGING YOUR BENEFIT ELECTION

After a Plan Year begins you generally cannot change your benefit election or allocation of Pay Conversion Contributions. However, if there is a Status Change you may change your election. Any such change must be consistent with the Status Change. For example, if a participant's spouse becomes unemployed, the participant can stop or reduce the rate of additions to his or her dependent care reimbursement account. This Status Change would not be eligible to allow a change to the medical reimbursement portion of the Plan. However, even with a consistent Status Change, you may not reduce your medical reimbursement coverage to a level lower than the amount of medical reimbursement benefits that you have already claimed for the Plan Year.

Any such change in your election must be made using Employer forms prior to or after the Status Change, but not later than thirty (30) days after the date of the Status Change. Such a change will be effective as of the first payroll period for which the Employer can process the change, or, if later, the actual date the Status Change occurs.

If you cease making contributions for benefits during a Plan Year because of a termination of employment (or some other reason), you will be able to make a new benefit election for that Plan Year, if you become re-employed after a period of thirty (30) days or longer. If you return to employment within thirty (30) days, the Employer may re-instate your original election for that Plan Year.

FMLA APPLIES ONLY TO EMPLOYERS WITH 50 OR MORE EMPLOYEES.

LEAVES OF ABSENCES AND FAMILY OR MEDICAL LEAVES

If you take a leave of absence, that is not a Family or Medical Leave under the Family and Medical Leave Act of 1993, the way in which you may participate in the Plan will depend on whether or not you continue to receive compensation from the Employer. If during a leave you continue to be paid by the Employer, your benefit election will remain in effect and the Employer will continue to withhold Pay Conversion Contributions. If you are not being paid by the Employer, your participation in the Plan will be treated in the same way as if you had terminated employment. Thus, you cannot make contributions to your Dependent Care Reimbursement Account, but you can continue to submit claims through the end of the Plan Year or, if earlier, until your account is depleted. You can pay for your health, dental plan and/or life insurance plan(s) premiums and any medical expense reimbursement benefits on an after-tax basis. When you return to work your prior benefit election will be reinstated.

If you take a leave of absence that is a Family or Medical Leave under the Family and Medical Leave Act of 1993, you should contact Human Resources in order to discuss your continued participation in the Plan during the leave. In general, if you take an unpaid Family or Medical Leave, you may continue to participate in the Plan provided you continue to pay for your benefits. You can elect to pay for your benefits in one of the following three ways:

- (1) You can pay for your benefits on a pre-tax basis by allowing us to deduct your required contributions from your paychecks before the leave. (Due to certain tax law restrictions, you can only prepay on a pre-tax basis through the end of a Plan Year.)
- (2) You can pay for your benefits for the duration of the leave on an after-tax basis by a single lump-sum payment at the beginning of the leave.
- (3) You can pay for your benefits on an after-tax basis during the leave by sending your payment to the address stated on your FMLA Specific Notice on or before the due date. There is a 30-day grace period for late payment.

If you receive taxable pay from the Employer during your leave, you can pay for your benefits on a pre-tax basis through Pay Conversion Contributions from that pay. If you fail to make arrangements to pay for your benefits during a Family or Medical Leave, the Employer reserves the right to recover the cost of such coverage from your compensation upon your return from the Family or Medical Leave or, if you do not return to work, to recover the cost of such coverage at the end of the Family or Medical Leave to the fullest extent authorized by the Family and Medical Leave Act of 1993.

Please contact Human Resources at (651) 792-7025 as soon as you know you will be taking a Family or Medical Leave.

QUALIFIED MEDICAL CHILD SUPPORT ORDERS

In certain circumstances, you may be able to enroll a child of a participant in the Plan in the medical expense reimbursement portion of the Plan by filing a “Qualified Medical Child Support Order” (“QMCSO”) with the Employer. A QMCSO may only be filed with respect to a child of a Participant in the Plan. If you are interested in more information relating to QMCSO and the procedures for filing them with the Plan, please contact the Finance Department. You may obtain, without charge, a copy of the procedures from the Plan Administrator.

HOW BENEFITS ARE TAXED

Subject to applicable nondiscrimination requirements discussed above, the Employer believes that contributions used to pay for benefits other than the dependent care benefits will not be subject to federal or state income taxes or to social security taxes. These contributions and benefit payments will not be reduced by income tax or social security withholding.

Dependent care benefits you receive from your dependent care reimbursement account during a calendar year generally will not be taxable unless they exceed the lower of (a) \$5,000 (\$2,500 if you are married but file a separate return for the year), reduced by the amount of any dependent care credit you claim for other expenses (see SPECIAL NOTICE CONCERNING DEPENDENT CARE EXPENSES below) or (b) your income limitation for that year. If the amount of dependent care benefits exceeds your income limitation, the excess will be taxable. If you are single, your income limitation for a year is your earned income for that year. If you are married, your income limitation is the lower of (a) your earned income for the year, or (b) your spouse’s earned income for the year. If your spouse is a full-time student or is physically or mentally incapable of caring for himself or herself during the year, your spouse will be considered to have earned income of \$250 per month if you have one Dependent who qualifies for coverage or \$500 per month if you have two or more Dependents who qualify for coverage.

However, to sustain the nontaxable status of dependent care benefits you receive from the Plan, you will be required to report the amount of those reimbursements and the name, address, and the social security number or employer identification number of the dependent care provider on your federal income tax return.

By each January 31, as part of your W-2, the Employer will provide you with a statement showing the amount of dependent care reimbursement paid to you during the preceding calendar year so that you can calculate the amount, if any, that was taxable. This statement may be a part of your W-2. The Employer will not withhold income taxes or social security taxes from dependent care benefit payments.

To illustrate the tax savings offered by the Plan, suppose Terry expects to be paid a gross salary of \$24,000 during the year. If Terry has 2 children and expects to have \$1,000 in medical expenses that will not be covered by insurance or any other health plan and \$1,680 of premiums for Employer-sponsored health insurance (\$140 per month), Terry may pay these expenses on an

after-tax basis from her salary or, by participating in the Plan, she can receive benefits from the Plan which allow her to pay the expenses with pre-tax dollars. The difference is illustrated in the following table. (For illustration purposes it is assumed that Terry contributes nothing to and receives nothing from her dependent care reimbursement account and that she pays \$1.00 for each \$1.00 of medical reimbursement coverage during the Plan Year. This also assumes that Terry will file "Single-Head of Household," and will claim three exemptions and take the standard deduction.)

	<u>Without Plan</u>	<u>With Plan</u>
Annual earnings	\$24,000	\$24,000
Medical expenses/premiums paid through Plan	<u>-0</u>	<u>-2,680</u>
Taxable compensation	\$24,000	\$21,320
Estimated Federal Income Taxes	-1,504	-1,129
Social Security and Medicare (FICA) Tax (7.65%)	<u>-1,836</u>	<u>-1,631</u>
After-tax compensation	\$20,660	\$18,560
Medical expenses/premiums paid after-tax	<u>-2,680</u>	<u>-0</u>
Spendable income after taxes and expenses	\$17,980	\$18,560

Terry's total gross compensation, considering both gross salary and Plan benefits, will have stayed the same, but her compensation after federal taxes, medical expenses, and health insurance premiums will have increased by \$580.

The full or partial nontaxability of benefits is the primary benefit of the Plan. However, the exact effect the Plan will have on you will depend on the benefits you elect as well as other factors that affect the amount of income taxes you pay.

Note -- If you receive nontaxable reimbursement from the Plan for medical or dependent care expenses, you may not deduct or take a credit for these expenses on your tax return.

SPECIAL NOTICE CONCERNING DEPENDENT CARE EXPENSES

Under current law, a tax credit is available for dependent care expenses of the same type eligible for reimbursement through the Plan. The amount of the credit depends on the taxpayer's adjusted gross income and ranges from 20% to 35% of eligible expenses up to a limit of \$3,000 of expenses if there is one eligible Dependent and \$6,000 of expenses if there are two or more eligible Dependents. As indicated above, however, you will not be eligible to take the tax credit for any expenses reimbursed through the Plan. In addition, the maximum amount of expenses eligible for the credit will be reduced on a dollar-for-dollar basis for each dollar of dependent care reimbursements you receive under the Plan. For example, if you have two children and incur \$6,000 of dependent care expenses in the current calendar year, \$2,000 of which are reimbursed through the Plan, the maximum amount of your expenses eligible for the credit would be \$4,000 (\$6,000 less \$2,000). Determining whether taking the credit or reimbursement under the Plan is more beneficial involves complex calculations. Because each individual's situation is different, the Employer cannot predict whether or not it would be more beneficial to you to take the tax credit for dependent care expenses or to have your expenses reimbursed under the Plan.

EARNED INCOME CREDIT

Under federal law, an earned income credit is available for individuals with lower incomes. The amount of the credit differs depending on whether or not an individual has children, and is phased out as income increases. Participation in the Plan may affect your eligibility for the earned income credit and/or the amount of the credit. You should consult your tax return instructions to determine whether this credit applies to you.

EFFECT ON SOCIAL SECURITY OR OTHER GOVERNMENT BENEFITS

If you use your Pay Conversion Contributions for nontaxable benefits from the Plan, the amount of social security benefits and other government provided, pay-related benefits for which you later may be eligible may be reduced.

For example, if you earn less than the social security wage base, which is \$106,800 for 2009 (unlimited for the 1.45% Medicare portion), and you use your Pay Conversion Contributions to obtain nontaxable benefits, you will have lower earnings for social security purposes, and retirement and other benefits based on these earnings could also be reduced.

EFFECT ON OR OTHER PAY-RELATED BENEFITS

Your use of Pay Conversion Contributions for nontaxable benefits from the Plan should not affect your benefits from other pay-related benefit plans. These are based on your gross pay without regard to any Pay Conversion Contributions under this Plan.

TERMINATION OF EMPLOYMENT

If your employment terminates, your Pay Conversion Contributions and the Employer's contributions, if any, will cease. You may be able to elect to continue certain coverages by making after-tax contributions. (See CONTINUATION COVERAGE.) If you stop making payments toward that coverage, the coverage will cease. Loss of coverage is the date of your termination of employment except that the health plan, life insurance plan and dental plan will provide coverage through the end of the month in which you terminate employment. In the case of medical reimbursement coverage, see the discussion of "The Plan Year And The Period Of Coverage" in "SPECIAL RULES RELATING TO REIMBURSEMENT BENEFITS."

WHAT HAPPENS IF THE PLAN IS AMENDED OR TERMINATED?

The Employer reserves the right to amend or terminate the Plan at any time and for any reason. If the Plan is amended your rights accrued prior to the amendment will not be affected. Your rights for periods after the amendment will depend on the amendment.

If the Plan is terminated, your Pay Conversion Contributions will cease. If the Plan is terminated, the Employer expects that you would be able to continue receiving reimbursements of eligible dependent care expenses on the same basis as if your employment had terminated.

WHAT ARE MY RIGHTS TO CONTINUATION COVERAGE?

Under a federal law that is commonly known as COBRA (Public Law 99-272, Title X), most employers sponsoring "group health plans" are required to offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") in certain instances where coverage under the plan would otherwise end. The Medical Reimbursement Plan qualifies as "group health coverage" for purposes of COBRA (a "COBRA plan"). This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law as it applies to the Medical Reimbursement Plan. Both you and your spouse should take the time to read this notice carefully.

The Employer is the Plan Administrator at City of Roseville, 2660 Civic Center Drive, Roseville, MN, (651) 792-7025. The Plan Administrator is responsible for administering COBRA continuation coverage.

If you are an employee of the Employer covered by a COBRA plan you have a right to choose this continuation coverage if you lose your group health coverage under the COBRA plan because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee covered by a COBRA plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the COBRA plan for any of the following reasons:

- (1) The death of your spouse;
- (2) A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
- (3) Divorce or legal separation from your spouse;
- (4) Your spouse becomes entitled to Medicare.

In the case of an employee's dependent child who is covered by a COBRA plan (including a child born to or placed for adoption with a covered employee during the COBRA continuation period), he or she has the right to continuation coverage if group health coverage under the COBRA plan is lost for any of the following reasons:

- (1) The death of a parent;
- (2) The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with the Employer;
- (3) Parents' divorce or legal separation;
- (4) A parent becomes entitled to Medicare;
- (5) The dependent ceases to be a "dependent child" under the medical reimbursement plan.

Under the law, the employee or a family member has the responsibility to inform the Employer of a divorce, legal separation, or a child losing dependent status under a COBRA plan. Notice, in writing must, as described below, be given to the Employer within 60 days of the happening of the event.

The required notice must contain the following information:

- the name, address and Social Security number of the employee;
- the name, address and social security number of each spouse and dependent child covered by the plan;
- a description of the qualifying event; and, the date of the qualifying event.

Failure to provide the required information in writing may affect your rights to continuation coverage.

When the Employer is notified, in writing, that one of these events has happened, the Employer, in turn, will notify you that you (or your eligible spouse or dependent) have the right to choose continuation coverage. Generally, after a qualifying event, a qualified beneficiary will have up to 60-days from the later of the date you would lose coverage because of one of the events described above, the actual qualifying event date, or the date notice is provided to you, to elect COBRA continuation coverage. If you waive your election rights during this 60-day election period, you may revoke your waiver by contacting the COBRA administrator before expiration of the original 60-day election period. However, you will not have coverage for any period in which you had waived your election rights.

If you do not choose continuation coverage, your group health coverage will end.

If you choose continuation coverage, the Employer is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the COBRA plan to similarly situated employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified. The law requires that, for your Medical Reimbursement portion of the Plan, you are eligible to continue coverage through the end of the plan year only if the remaining benefits through the end of the plan year exceed the premiums that you would be required to pay through the end of the plan year. For the Medical Reimbursement portion of the Plan to be subject to continuation requirements in the subsequent Plan Year after the year of your qualifying event, the Plan must be subject to HIPAA portability requirements and the benefits for the year must be greater than the premiums to be paid. In no event will coverage continue more than 18 months after termination of employment or 36 months after any other qualifying event, except in the case of retirement.

The law provides that your continuation coverage may be terminated for any of the following reasons:

- (1) The Employer no longer provides group health coverage to any of its employees;
- (2) The premium for coverage is not paid on time;
- (3) The qualified beneficiary becomes covered under another group health, unless that plan limits or excludes a preexisting condition;
- (4) The qualified beneficiary becomes entitled to Medicare benefits;
- (5) The qualified beneficiary is no longer eligible for the disability extension.

You do not have to show that you are insurable to choose continuation coverage. However, a person who elects continuation will be required to pay the entire cost of the continued coverage. In addition, the Employer is entitled to add a 2% surcharge to each monthly premium to help defray the administrative expenses. An individual that elects COBRA continuation coverage is required to make the first contribution payment, covering the period between the date coverage would otherwise stop and the end of the month preceding the date of the payment, within 45 days after the date you file the election to continue coverage. Subsequent contributions are due on the first day of each month for which you continue coverage, and your coverage will end if you fail to pay the contribution for any month within 30 days after the due date.

This law applies to the plan(s) listed above as COBRA plans. If you have any questions about the law, please contact the Employer. Also, if you have changed marital status, or you or your spouse have changed addresses; please notify the Employer at the above address. You should also keep a copy, for your records, of any notices you send to the Employer.

If you have questions about your COBRA continuation coverage, you should contact the Employer or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). The addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's web site at www.dol.gov/ebsa.

Continuation Under the Uniform Service Reemployment and Rights Act (USERRA)

If you take a military leave of absence you may have a right to have your coverage continued under group health plans, including the medical expense reimbursement portion of this Plan. Upon your return from a military leave of absence you may have a right to reinstate your coverage without any waiting periods. Employees who are absent for uniformed service (and their dependents, if applicable) may have rights under both COBRA and the Uniformed Services Employment and Reemployment Rights Act (USERRA) and are entitled to protection under the law that provides the more favorable benefit. Under USERRA employees absent for uniformed service (and their dependents, if applicable) are eligible for up to 24-months of continuation coverage or for the period of service (plus time allowed under USERRA to apply for reemployment), whichever is less. In addition, the plan may charge only the employee's share of the monthly health care premium if the employee's service is for less than 31-days. If the employee's service is more than 31-days, the employer may charge the full premium plus 2%. Employees who may be eligible for continuation under USERRA must inform the Employer. Contact the Employer for more information regarding your rights under USERRA.

THE PLAN YEAR

The Plan Year begins on January 1 and ends the following December 31.

PLAN ADMINISTRATION

The Plan is a sponsor-administered plan, and the Employer is the Plan Administrator, whose address, business telephone number, and Employer Identification Number are:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Telephone: (651) 792-7025
Employer Identification Number: 41-6007849

The Employer (and persons to whom it has delegated powers, to the extent of such delegations) has total and complete authority to (1) determine conclusively for all parties all questions arising in the administration of the Plan, (2) interpret and construe the terms of the Plan, and (3) determine all questions of eligibility and status of Employees, participants, and beneficiaries under the Plan and their respective interests. Such determinations are binding on all persons, subject to the claims procedures under the Plan.

CLAIMS FOR BENEFITS

These claims procedures apply to the Medical Reimbursement Plan and the Dependent Care Reimbursement Plan. Claims and appeals for other benefits are administered in accordance with the claims procedures set forth in the plan documents for those benefits.

The Employer, or its designee, shall notify a person within thirty (30) days of receipt of a written claim for Benefits of that person's eligibility or non-eligibility for Benefits under the Plan. If your claim for benefits is denied in whole or in part, the Employer, or its designee, must notify you in writing of (1) the specific reasons for the denial, (2) the specific provision of the Plan on which the denial is based, (3) a description of any additional information or material necessary for you to perfect your claim (and an explanation of why such information or material is necessary), and (4) an explanation of the Plan's claims review procedure. If the Employer, or its designee, determines that there are special circumstances requiring additional time to make a decision, the Employer, or its designee, shall notify the Participant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an additional fifteen (15) days. You may have any claim that has been denied in whole or in part reviewed by the Employer, or its designee, by filing a petition for review within one hundred eighty (180) days after receipt by the Participant of the notice issued by the Employer, or its designee. If the claim is made post-service (i.e., after service is rendered), a determination must be made within 60 days after receiving your petition. This petition is required to state the specific reasons you believe you are entitled to benefits, or to greater or different benefits. The Employer, or its designee, must give you (and your counsel) an opportunity to present your position orally or in writing. You (or your counsel) also have the right to review the pertinent documents. If you do not request a hearing, within the appropriate period after the Employer, or

its designee, receives your petition, the Employer, or its designee, shall notify you, in writing, of its decision, stating specifically the basis of said decision and the provisions of the Plan on which the decision is based. This time period may be extended up to an additional 60 days for post-service claims if you request a hearing. The Claims Procedure is set forth in full in the Plan.

WHAT IF I NEED MORE INFORMATION?

This document is just a summary of the actual terms of the Plan. You may examine a copy of the actual Plan at City of Roseville, 2660 Civic Center Drive, Roseville, MN at any time during regular working hours. You may also obtain a copy of the Plan by furnishing a written request for a copy to Human Resources, at City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113. There may be a charge for the expense of copying the Plan document. Since this document is only considered to be a summary, in case of any inconsistencies between this summary and the Plan, the Plan shall control.

Also, certain information concerning the Plan may be filed with the Treasury Department and the Department of Labor. Should you wish to correspond with either agency about this Plan, you must refer to Employer Identification Number 41-6007849 and Plan Number 501.

The Employer's City Administrator has been designated as agent for purpose of service of legal process. Also, the Employer may be served legal process. The address of the agent for service of process is the address of the Employer as shown on the preceding page.

SUMMARY OF ADMINISTRATIVE INFORMATION

Name of the Plan:

The name of the Plan is the City of Roseville Cafeteria Benefits Plan.

Employer, Plan Sponsor and Plan Administrator:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Telephone: (651) 792-7025
Employer Identification Number: 41-6007849

Claims Administrator:

City of Roseville

Plan Numbers:

Cafeteria Benefits Plan: 501

Type of Plan:

This Plan is commonly known as a “Cafeteria Plan,” and it includes a Premium Conversion Plan, a Medical Expense Reimbursement Plan, a Dependent Care Expense Reimbursement Plan and contributions to Health Savings Accounts.

Type of Funding:

This Plan is funded by employee contributions made through salary reduction (“Pay Conversion”) elections, in the form of benefits or benefit credits under the Plan.

Type of Administration:

Records are maintained by Employer.

Agent for Service of Legal Process:

Service may be made upon the City Administrator or the Employer

Requests for Information:

If you have any questions regarding your benefits, please contact Human Resources. All requests, appeals, elections and other communications should be in writing and should be hand delivered or sent by certified mail.

Plan Year:

January 1 through December 31.

City of Roseville

Cafeteria Plan

MASTER PLAN DOCUMENT

Effective January 1, 1994

Amended and Restated Effective January 1, 2009

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City of Roseville

Cafeteria Plan

Effective January 1, 1994

Amended and Restated Effective January 1, 2009

Article 1. The Plan

Section 1.1 Establishment. City of Roseville (hereinafter the “Employer”), hereby amends and restates, effective January 1, 2009, the City of Roseville Cafeteria Benefits Plan (the “Plan”), which is a plan of flexible compensation for the exclusive benefit of Eligible Employees of the Employer.

Section 1.2 Purpose. The purpose of the Plan is to increase the social insurance protection of Eligible Employees by making available to those employees different combinations of medical benefits, dental care benefits, dependent care benefits, life insurance benefits, contributions to Health Savings Accounts and direct compensation. The Plan is intended to comply with the provisions of Sections 104 (disability coverage), 105 and 106 (accident and health plans), 125 (cafeteria plans) and 129 (dependent care plans) of the Internal Revenue Code of 1986, as amended.

Article 2. Definitions

Section 2.1 Definitions. Whenever used in the Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning, and when the defined meaning is intended, the term is capitalized:

(a) “Code” means the Internal Revenue Code of 1986, as amended, and any successor tax code. References to a Code section shall be to that section as it now exists and to any successor provision.

(b) “Compensation” of a Participant means the total base salary or wages paid to an employee including all paid leaves, banks and balances, vacation pay, sick pay, and holiday pay.

(c) “Dependent” means an individual who qualifies as a dependent under the terms of Section 152 of the Code without regard to subsections (b)(1) and (b)(2) or (d)(1)(B).

(d) “Effective Date” means the effective date of this amendment and restatement, which is January 1, 2009.

(e) “Eligible Employee” means an employee who is eligible to participate in the Employer’s group sponsored health, dental plan and/or life insurance plan(s).

(f) “Employee” means any person employed by the Employer on or after the Effective Date of the Plan. All employees who are treated as employed by a single employer under Subsections (b), (c) or (m) of Section 414 of the Code are treated as employed by a single employer for purposes of this Plan. Employee does not include the following:

(i) Any self-employed individual as described in Section 401(c) of the Code;

(ii) Any employee who is a nonresident alien and receives no earned income from the Employer from sources within the United States;

(iii) Any employee who is a leased employee as defined in Section 414(n)(2) of the Code; and

(iv) Any employee included within a unit of employees covered by a collective bargaining unit unless such agreement provides, whether specifically or generally, for coverage of the employee under this Plan.

(g) “Employer” means City of Roseville

(h) “Employment Related Dependent Care Expense” means an “employment-related expense,” as defined in Section 21(b) of the Code. As of the Effective Date of the Plan, this means an amount paid for expenses of a Participant for household services or for the care of a Qualifying Individual, to the extent that such expenses are incurred to enable the Participant to be gainfully employed, within the meaning of Section 21(b)(2) of the Code, for any period for which there are one (1) or more Qualifying Individuals with respect to such Participant; provided, however, that (i) if such amounts are paid for expenses

incurred outside the Participant's household, they shall constitute Employment Related Dependent Care Expenses only if incurred for a Qualifying Individual who is a Dependent under the age of thirteen (13) for whom the Participant is entitled to an exemption under Section 151(c) of the Code or for a Qualifying Individual who regularly spends at least eight (8) hours per day in the Participant's household; (ii) if the expense is incurred outside the Participant's home at a facility that provides care for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and (iii) Employment Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred for services provided by (A) a child of such Participant who is under the age of nineteen (19) or (B) an individual who is a Dependent of that Participant or the Participant's spouse.

(i) "Medical Reimbursement Charge" means the cost to a Participant for coverage under the medical reimbursement plan described in paragraph 5.2.2 hereof.

(j) "Medical Care" means the diagnosis, cure, mitigation, treatment, or prevention of sickness, injury, or physical or mental defect. Expenses for Medical Care shall consist of expenses for medical care as defined in Sections 213(d)(1)(A) and (B) of the Code, and shall include, but not be limited to, payments for the purpose of affecting any structure or function of the body, for any hospital or nursing charges, optometrical, ophthalmological, or auditory care, dental care, psychiatric care, prescription drugs, non-prescription medicine and

drugs (excluding toiletries, cosmetics and dietary supplements taken for general health), insulin, eyeglasses, hearing aid appliances, and similar prosthetic devices, and medical related transportation expense; provided, however, that Medical Care shall not include any cosmetic procedure that is not medically necessary.

(k) “Participant” means an Eligible Employee of the Employer who has satisfied the participation conditions of Article 3. A person who becomes a Participant shall remain a Participant until the eligibility requirements are no longer met. Loss of eligibility shall not have an impact on Participant’s ability to receive all benefits due the Participant under the provisions of the Plan while satisfying eligibility requirements.

(l) “Payment and Health Care Operations” Payment means activities undertaken by the Employer to obtain premiums or determine or fulfill its responsibility for coverage and provisions of plan benefits that relate to an individual to whom health care is provided.

Payment activities include, but are not limited to, the following:

- i. Eligibility determinations, coverage and cost determinations including co-pays, plan maximums, and sharing of premium amounts;
- ii. Coordination of benefits determinations;
- iii. Adjudication of health benefits claims including appeals and other payment disputes;
- iv. Establishing employee contributions;
- v. Subrogation of health benefit claims;

vi. Billing and collection activities related to health care data processing;

vii. Obtaining payment under a contract for reinsurance including stop-loss and excess of loss insurance;

viii. Claims management and related health care data processing including auditing payments, investigating and resolving payment disputes, and responding to participant inquiries regarding payment;

ix. Medical necessity reviews or reviews of appropriateness of care or justification of charges;

x. Utilization review, including precertification, preauthorization, concurrent review, and retrospective review;

xi. Disclosure to consumer reporting agencies related to the collection of premiums or reimbursement. The following protected health information (PHI) may be disclosed for payment purposes: date of birth, Social Security Number (except where prohibited by state law), payment history, account number and name, and address of the health care provider or health plan;

xii. Reimbursement to the plan.

Health care operations include, but are not limited to the following:

i. Quality assessment;

ii. Population-based activities relating to improving health care or reducing health care costs, protocol development, case management and care coordination, disease management, contacting

health care providers and patients with information about treatment alternatives and related functions;

iii. Rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;

iv. Underwriting, premium rating and other activities related to the creations, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims including stop-loss insurance and excess of loss insurance;

v. Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs;

vi. Business planning and development, such as conducting cost-management and planning-related analyses related to management and operating the plan, including formulary development and administration, development or improvement of payment or coverage policies;

vii. Business management and general administrative activities of the plan, including, but not limited to:

a. Management activities relating to the implementation of and compliance with HIPAA privacy rules and Administrative Simplification requirements, or

b. Customer service, including the provision of data analysis for policyholders, the Plan Sponsor, or other customers;

viii. Resolution of internal grievances; and due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a “covered entity” subject to the HIPAA privacy rules or, following completion of the sale or transfer, will become a covered entity subject to the HIPAA privacy rules.

(m) “Period of Coverage,” with respect to any Plan Year, means the Plan Year; provided that, (i) for any Eligible Employee who becomes a Participant after the start of a Plan Year, the Period of Coverage shall mean the period commencing on the effective date of the Eligible Employee’s participation, (ii) the Period of Coverage for any Participant shall end upon termination of employment or the Participant ceasing to be an Eligible Employee, except (A) with respect to dependent care reimbursement coverage under paragraph 5.2.3 or (B), in the case of medical reimbursement coverage under paragraph 5.2.2, if the Employee continues coverage in a manner consistent with this Plan, and (iii) with respect to medical reimbursement coverage under paragraph 5.2.2, the Period of Coverage shall not include any portion of the Plan Year for which the Participant does not pay the applicable Medical Reimbursement Charge.

(n) “Plan” means the “City of Roseville Cafeteria Benefits Plan” as set forth herein and as amended or restated from time to time.

(o) “Plan Administrator” means the Employer.

- (p) “Plan Sponsor” means the Employer.
- (q) “Plan Year” means the twelve-month period ending December 31.
- (r) “Qualifying Individual” means a “qualifying individual” as defined in Section 21(b) of the Code, which includes, on the Effective Date of this Plan,
 - (i) a Dependent of a Participant who is under the age of thirteen (13), with respect to whom the Participant is entitled to an exemption under Section 151(c) of the Code, and
 - (ii) a Participant’s Dependent or spouse who is physically or mentally incapable of caring for himself or herself.
- (s) “Spouse” means an individual who is legally married to the Participant as determined under applicable state law and who is treated as a spouse under the Code.
- (t) “Status Change” includes the events listed as well as other events allowed by law and with respect to a Participant means an event that allows a participant to make changes to his or her elections for legitimate changes in status which generally means on account of, and corresponding with, a change in status that affects eligibility for coverage. The Employer is the Plan Administrator and has sole discretion, on a uniform and consistent basis, to determine whether a status change has occurred and whether the requested election change is consistent with the status change.

For the Health Plan these events are: Special enrollments as defined by Code Section 9801(f) including a gain of a dependent through marriage, birth or adoption, or loss of eligibility for other coverage; A change in legal marital status due to marriage,

divorce, death of a spouse, legal separation or annulment; A change in the number of dependents because of birth, adoption, placement for adoption, or death; A change in the employment status of the participant or the participant's dependent(s) such as termination or commencement of employment, strike or lockout, commencement of, or return from, an unpaid leave of absence, or a change in work site; Events that cause a dependent to satisfy or cease to satisfy eligibility requirements of an employer plan; A change in residence of a participant or the participant's dependent(s) that affects eligibility under the plan or benefits; A significant change in the health coverage or the cost of health coverage, of the participant or the participant's spouse that is beyond the participant's control or the participant's spouse's control and is related to the employment of the participant's spouse, or a prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election change; A judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) which requires accident or health coverage for a participant's child (including a qualified medical child support order); Enrollment or loss of eligibility for Medicare or Medicaid benefits; Loss of eligibility for state health care programs; A prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election for a period of coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan; or commencement or return from FMLA leave.

For the Dental Plan these events are: A change in the participant's legal marital status due to marriage, divorce, death of a spouse, legal separation or annulment; A change in the number of the participant's dependents because of birth, adoption, placement for adoption, or death; A change in the employment status of the participant or the participant's spouse or dependent such as termination or commencement of employment, strike or lockout, commencement of, or return from, an unpaid leave of absence, or a change in work site; A change in employment status that affects eligibility under an employer plan; Events that cause a dependent to satisfy or cease to satisfy eligibility requirements of an employer plan; A change in residence of the participant or the participant's dependent(s) that affects eligibility under the plan or benefits; A significant change in the health coverage or the cost of health coverage, of a participant or the participant's spouse that is beyond the participant's control or the participant's spouse's control and is related to the employment of the participant's spouse, or a prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election change; A judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) which requires dental coverage for a participant's child (including a qualified medical child support order); A prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election for a period of coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan; or commencement or return from FMLA leave.

For the Medical Expense Reimbursement Plan these events are: A change in a participant's legal marital status due to marriage, divorce, death of a spouse, legal separation or annulment; A change in the number of the participant's dependents because of birth, adoption, placement for adoption, or death; A change in the employment status of a participant or the participant's spouse or dependent(s) such as termination or commencement of employment, strike or lockout, commencement of, or return from, an unpaid leave of absence, or a change in work site. If the participant, the participant's spouse or the participants dependent has a change in employment status that affects eligibility under an employer plan; Events that cause a dependent to satisfy or cease to satisfy eligibility requirements of an employer plan; A judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) which requires accident or health coverage for a participant's child (including a qualified medical child support order); or commencement or return from FMLA leave. A Participant is not permitted to change an election to the Medical Expense Reimbursement Plan as a result of a cost or coverage change to a benefit plan.

For the Dependent Care Plan these events are: A change in a participant's legal marital status due to marriage, divorce, death of a spouse, legal separation or annulment; A change in the number of the participant's dependents because of birth, adoption, placement for adoption, or death; A change in the employment status of a participant or the participant's spouse or dependent(s) such as termination or commencement of

employment, strike or lockout, commencement of, or return from, an unpaid leave of absence, or a change in work site. If the participant, the participant's spouse or the participants dependent has a change in employment status that affects eligibility under an employer plan; Events that cause a dependent to satisfy or cease to satisfy eligibility requirements of an employer plan; A significant change in the cost of dependent care except when the change is made by a dependent care provider that is a relative of the participant; A change in the dependent care provider; A prospective election change that is on account of and corresponds with a change made under another employer plan provided that the other plan permits participants to make an election for a period of coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan; or commencement or return from FMLA leave.

For the life insurance plan, all status changes currently allowable under the Code and applicable regulations shall be applied in a uniform and consistent manner.

If employee contributions to a Health Saving Account (HSA) are included under this Plan, Participants may prospectively change HSA contribution elections on a monthly basis as allowed under the HSA law. If the Participant becomes ineligible to make HSA contributions, the Participant may prospectively revoke his or her salary reduction election for HSA contributions.

If the cost of a benefit purchased by the Participant with Premium Conversion increases (or decreases) by an amount that is not deemed significant by the Plan

Administrator during the plan year and the Participant is required to make a corresponding change to your election, the Plan Administrator may, on a reasonable and consistent basis, automatically make a prospective increase (or decrease) in the Participant's elections.

The Employer may add to the list of changes in circumstances that constitute Status Changes, consistent with the law relating to such Status Changes.

Section 2.2 Gender and Number. Pronoun references in the Plan shall be deemed to be of any gender relevant to the context, and words used in the singular may also include the plural.

Article 3. Eligibility and Participation Conditions

Section 3.1 Participation Conditions. As a condition to participation and receipt of benefits under this Plan, an Eligible Employee agrees to:

- (a) To comply with the provisions in 3.2 (a);
- (b) Furnish to the Employer the application to participate provided for in Section 3.2 (b);
- (c) Designate a portion of his/her Compensation as Pay Conversion Contributions in accordance with the provisions of Section 4.2;
- (d) Observe all rules and regulations implementing this Plan;
- (e) Consent to inquiries by the Employer with respect to any physician, hospital, or other provider of Medical Care or other services involved in a claim under this Plan; and
- (f) Submit to the Employer, or such other agent as the Employer may designate, all reports, bills, and other information which the Employer may reasonably require.

Section 3.2 Application to Participate.

(a) Eligible Employees that have elected to participate in the Employer's health, dental plan and/or life insurance plan(s) shall be deemed to have elected to participate in the premium portion of this Plan and to have the employee portion of the premiums for coverage under the Employer's health, dental and/or life insurance plan(s), as well as contributions to the Health Savings Account (HSA) paid for on a pre-tax basis under this Plan, unless written notification, on Employer forms, is supplied to the Employer, stating that the employee does not wish to participate in the premium portion of this Plan and that the employee portion of the premium for coverage under the Employer's health, dental plan and/or life insurance plan(s) should be paid for on an after-tax basis. Eligible Employees shall have the right to waive participation in the Employer's health, dental plan and/or optional life insurance plan(s) and the Health Savings Account (HSA) and, take any contributions the employee would have made, as taxable cash compensation.

(b) As a condition of participation, in the medical reimbursement and/or dependent care reimbursement portions of this Plan, each Eligible Employee shall execute and deliver to the Employer within thirty (30) days of becoming eligible for the Plan, a written and signed application by which the Eligible Employee applies to participate in the medical reimbursement and/or dependent care reimbursement portions of this Plan, designates the required amount of Compensation for the Plan Year in question as Pay Conversion Contributions as described in Section 4.2, and supplies any other pertinent information that the Employer reasonably requires.

Section 3.3 Commencement of Participation. An Eligible Employee may become a Participant on the first day the Employee becomes an Eligible Employee.

Section 3.4 Continuation Coverage. A Participant whose employment is terminated or who takes a leave of absence, including a Family or Medical Leave under Section 3.5 or a military leave as defined in Section 3.7 shall be entitled to continue coverage as provided in this Plan or as may otherwise be required by applicable law. Other persons shall be entitled to commence or continue coverage as required by applicable law.

Section 3.5 Family or Medical Leaves. If the Family and Medical Leave Act of 1993 applies to the Employer and a Participant takes a Family or Medical Leave as those terms are defined under the Family and Medical Leave Act of 1993, the Participant may continue to participate in this Plan consistent with one of the following provisions:

(a) the Participant shall agree to make all required contributions for the benefits he or she has selected under the Plan on an after-tax basis during the Family or Medical Leave at such times as the Employer may require pursuant to reasonable rules established by the Employer, or

(b) prior to the beginning of such leave, the Participant shall pay all contributions required for the benefits he or she has selected under the Plan for the duration of the leave, (i) on an after-tax basis or, (ii) if the Participant has Compensation from which such payment may be deducted, on a pre-tax basis but only through the end of the Plan Year, or

(c) the Employer may allow the Participant to maintain coverage without contributions required for the benefits he or she has selected under the Plan for the duration of the leave and the Participant shall pay all contributions required for the benefits he or she has selected under the Plan for the duration of the leave upon return from the leave, (i) on an after-tax basis or, (ii) if the Participant has Compensation from which such payment may be deducted, on a pre-tax basis but only through the end of the Plan Year.

If the Participant does not continue coverage under the Medical Reimbursement Plan during the Family or Medical Leave, the employee may elect to participate in the Medical Reimbursement Plan at the same level of coverage as before the leave began with a corresponding increased contribution amount for the remainder of the Plan Year, or may elect to participate at the same level of contribution as before the beginning of the leave and have a corresponding reduced level of coverage. Expenses incurred while on leave will not be eligible for reimbursement under the Medical Reimbursement Plan.

Notwithstanding the foregoing, if the Employer continues to provide or maintain coverage under any benefit selected by a Participant during a Family or Medical Leave in circumstances where the Participant has elected to continue such coverage and has not made the required contributions during their Family or Medical Leave, the Employer shall have the right to recover the cost of such coverage from the Participant's Compensation upon return from Family or Medical Leave, or, if the participant does not return, at the end of the Family or Medical Leave

to the fullest extent authorized by the Family and Medical Leave Act of 1993 and pursuant to any method authorized by the Family and Medical Leave Act of 1993.

Section 3.6 Qualified Medical Child Support Orders.

(a) Procedures. The Employer shall determine the qualified status of Medical Child Support Orders (“Orders”), and to administer the provision of benefits under such Orders. When the Employer receives an Order, it shall promptly notify the Participant, and each Alternate Recipient of the receipt of such Order and the Plan’s procedures for determining the qualified status of such Orders. Such notice shall be in writing and shall be mailed to each person entitled to notice at the address included in the Order. An Alternate Recipient may designate a representative for receipt of copies of any and all notices either in the Order or by a writing addressed to the Employer. Within a reasonable period after receipt of such Order, the Employer shall determine whether such Order is a Qualified Medical Child Support Order and notify the Participant and each Alternate Recipient (or his or her designee) of such determination.

(b) Definitions. For purposes of this section, the following terms have the following meanings:

- (i) **“Medical Child Support Order”** means any judgment, decree or order (including approval of a settlement agreement) issued by a court of competent jurisdiction that
- (i) provides for child support with respect to a child of a Participant under the Plan or provides for health benefits coverage to such a

child, is made pursuant to a State domestic relations law (including a community property law), and relates (or arguably may relate) to benefits under the Plan or (ii) enforces a law relating to medical child support described in Section 1908 of the Social Security Act with respect to the Plan.

(ii) **“Alternate Recipient”** means any child of a Participant who is recognized under a Medical Child Support Order as having a right to enrollment or benefits under the Plan with respect to such Participant.

(iii) **“Qualified Medical Child Support Order”** means a medical child support order which (i) creates or recognizes the existence of an Alternate Recipient’s right to, or assigns to an Alternate Recipient the right to receive benefits for which a Participant or beneficiary is eligible under the Plan, (ii) clearly specifies (A) the name and the last known mailing address (if any) of the Participant and the name and address of each Alternate Recipient covered by the Order, (B) a reasonable description of the type of coverage to be provided by the Plan and each such Alternate Recipient, or the manner in which such type of coverage is to be determined, (C) the period to which such period applies, and (D) each plan to which such order applies, and (iii) does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, except to the extent

necessary to meet the requirements of the law relating to medical child support described in Section 1908 of the Social Security Act.

Section 3.7 Rights Upon Reemployment After Military Leave of Absence. A Participant whose coverage under a “Health Plan” (as that term is defined under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) offered through this Plan was terminated during a military leave of absence (as defined under USERRA), shall be entitled to reinstate coverage under such Health Plan consistent with the USERRA.

Article 4. Plan Contributions and Benefit Costs

Section 4.1 Benefit Costs. The cost of any benefit elected by a Participant shall be paid for through the Participant's available Employer contributions, if any, or Pay Conversion Contributions as described below.

Section 4.2 Pay Conversion Contributions. Each Participant shall designate a portion of the Participant's Compensation as Pay Conversion Contributions to cover the employee cost of all benefits that are elected by the Participant under this Plan, other than those that may be paid for by any Employer contributions available to such Participant under Section 4.3. Except as otherwise provided by the Employer, Pay Conversion Contributions shall reduce the Participant's Compensation pro rata on each day during the Plan Year following the effective date of the Participant's participation. The election to participate in the Employer sponsored health plan, dental plan, life insurance plan and/or the Health Savings Account (HSA) shall authorize the appropriate payroll deductions.

Section 4.3 Employer Contributions. In its sole discretion, the Employer may make contributions to the Plan on behalf of the Participants. Any such contributions shall be made at an annual rate determined by the Employer. A pro rata portion of such contributions shall be contributed on such date or dates during the Plan Year as the Employer determines in its sole discretion. Employer contributions shall be made only on behalf of Participants who are currently employed by the Employer on the date that the contribution is made. A Participant's Employer contributions shall be automatically applied to pay the Participant cost of any benefits

elected by the Participant under the Plan. If no benefits are elected, or if the total cost of the benefit(s) elected by the Participant is less than the Employer contribution allocated thereto, Employer contributions may be disbursed to the Participant in the form of additional taxable compensation benefits under Section 5.3, if otherwise provided for by the Employer. The Employer will inform Plan Participants prior to the commencement of each Plan Year of the amount, if any, of such Employer contributions to be made during the Plan Year. If excess Employer contributions are not disbursed by the Employer as taxable compensation to the Participant, any excess Employer contributions shall be retained by the Employer and the Participants and shall have no further claim to that amount.

Section 4.4 Benefit Selection. A Participant's initial benefit election shall be made as part of the application to participate. Thereafter, subject to such reasonable restrictions, if any, as the Employer may impose on a uniform basis, a Participant may change his or her election for a subsequent Plan Year by providing written notice to the Employer, on forms prescribed by the Employer and at such time as is prescribed by the Employer, to elect or waive participation in the Employer sponsored health, dental plan and/or life insurance plan(s) as well as the Health Savings Account (HSA). The Employer or any provider of benefits hereunder may impose restrictions on the election of benefits under the Plan. The Employer, in its discretion, may utilize a "negative election" form for certain plan contributions. A negative election form is a form that assumes that the Participant desires to make certain contributions on a pre-tax basis. Negative elections may be used only for health, dental plan and/or life insurance plan(s) premiums. Negative elections shall not be used for medical expense reimbursement under Section 5.2.2 or dependent care reimbursement under Section 5.2.3. In using negative election

forms, the Employer shall require the Participant to sign the form in order to authorize after-tax payroll deductions.

Section 4.5 Revocation or Changes in Benefit Elections. A Participant's benefit election for any Plan Year shall be irrevocable during the Plan Year, except that (a) the Employer may limit or reduce a Participant's contributions allocated to certain benefits in accordance with Section 4.8, and (b), if there is a Status Change, a Participant shall be entitled to change the Participant's election of benefits in a manner that is consistent with the Status Change by providing written notice thereof to the Employer, on a form prescribed by the Employer, either prior to or after the Status Change, but not later than thirty (30) days after the occurrence of the Status Change; provided, however, that a Participant may not make any change that would reduce the Participant's level of medical reimbursement coverage under paragraph 5.2.2 to an amount that would be less than the amount of benefits claimed under such coverage as of the date the change would become effective and would not be entitled to change the level of medical reimbursement coverage under paragraph 5.2.2 if a significant change in insurance coverages or costs constitutes the Status Change. Any such change shall be effective for the first pay period for which the Employer can process the change, or, if later, the actual date of the Status Change. Notwithstanding the foregoing, any Participant whose benefit election has been revoked for such Plan Year pursuant to Section 4.6 below shall be entitled to make a new benefit election for such Plan Year, consistent with the law relating to such re-instatement or re-enrollment, and a Participant who has elected to pay for a benefit solely through after-tax payroll deductions rather than through Pay Conversion Contributions, if permitted by the Employer, may make election changes with respect to such benefit in accordance with rules established by the Employer. If there is a change in cost of coverage for a benefit provided by an independent third party, and the

change is deemed not to be significant by the employer, the Employer may, on a reasonable and consistent basis, automatically adjust the Participant's election and automatically increase or decrease, as the case may be, all affected Participant's Pay Conversion Contributions. To the extent provided by the Employer on a uniform basis, if coverage under a health, dental plan and/or life insurance plan provided by an independent third party is significantly curtailed or ceases during a Period of Coverage, affected Participants may revoke their elections under such health, dental, life insurance and/or disability plan plan, and, in lieu thereof, elect to receive on a prospective basis coverage under another health, dental plan and/or life insurance plan with similar coverage.

Section 4.6 Termination of Employment. In the event of the termination of a Participant's employment, the Participant's Pay Conversion Contributions and Employer contributions, if any, will cease at such time as the Participant ceases to receive Compensation for employment services. To the extent permitted under Section 3.4 or Section 3.5 such a Participant may elect to continue to make contributions for benefits under this Plan other than through Pay Conversion Contributions. Except as provided in Section 3.5 or Section 3.7, if the Participant should return to service with the Employer more than thirty (30) days after termination but during the Plan Year, the Participant may make a new benefit election for the remaining portion of the Plan Year. If the Participant returns to service with the Employer within thirty (30) days of termination but during the Plan Year, the Participant will be re-instated to his or her previous election. All re-instatements or re-enrollments must be consistent to the related law. If the Participant ceases making contributions for benefits during a Plan Year because of a termination of employment the Participant will be able to make a new benefit election for that

Plan Year, if the Participant becomes re-employed after a period of thirty (30) days or longer. If the Participant returns to employment within thirty (30) days, the Company may re-instate the Participant's original election for that Plan Year.

Section 4.7 Cessation of Required Contributions. A Participant's election to receive a benefit under this Plan shall be automatically revoked effective the first day of any period for which such Participant fails to make a contribution required by the Employer for such benefit for such period including those periods under which the Participant is on a Family or Medical Leave as defined in Section 3.5.

Section 4.8 Adjustments to Prevent Discrimination. If the Employer believes that the Plan or any of its benefits might otherwise be deemed discriminatory under any provision of the Code, it may, in its absolute discretion, limit or reduce the amount of Employer contributions, if any, and Pay Conversion Contributions of such Participants allocated to such benefits described herein in such amounts as are necessary, in its good faith judgment, to avoid such discrimination; provided that any such limitation imposed by the Employer shall apply on a uniform basis among the affected Participants.

Section 4.9 Available Benefits. The Employer shall maintain and make available to Participants accurate lists and descriptions of the respective types, amounts, and costs of benefits available through the Plan. Each Participant shall be notified in writing if there is (a) a change in the cost of a benefit or (b) a change in the type, nature, or amount of any benefit.

Article 5. Plan Benefits

Section 5.1 Available Benefits. Except as otherwise provided in this Article, and subject to any open enrollment or other provisions of contracts with third party benefit providers, a Participant may use available Employer contributions, if any, and Pay Conversion Contributions to pay for the benefits described in Section 5.2 that the Participant has elected to receive. Benefits shall be provided under such insurance policies, plans, programs or other arrangements as obtained or established by the Employer. All benefits are subject to the terms and conditions of the plans, policies, programs or other arrangements obtained or established by the Employer to fund or provide those benefits.

Section 5.2 Benefits.

5.2.1 Health Coverage. Payment of the employee cost of coverage under the City of Roseville Health Plan and under such policies or programs as the Employer elects to make available to the Participant.

5.2.2 Medical Reimbursement. A Participant may elect to receive medical reimbursement benefits under the terms and conditions of this paragraph 5.2.2.

(a) Medical Reimbursement Coverage. Participants may elect to receive medical reimbursement coverage of up to a maximum coverage of Five Thousand Dollars (\$5,000) per Plan Year.

(b) Medical Reimbursement Charge. Prior to the commencement of each Plan Year, the Employer shall determine and communicate to Participants the annual rate of the Medical Reimbursement Charge for each dollar of medical reimbursement coverage for the forthcoming Plan Year. A Participant's Medical Reimbursement Charge shall be payable from the Participant's available Employer contributions, if any, and Pay Conversion Contributions on a monthly or other periodic basis during the Plan Year as determined by the Employer and communicated to Participants.

(c) Medical Reimbursement Benefits. Subject to limitations contained in other provisions of this Plan, a Participant who incurs expenses for Medical Care attributable to the Participant or the Participant's spouse or Dependents (as defined under federal law) during the Participant's Period of Coverage for a Plan Year shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses to the extent of the maximum amount of coverage elected by the Participant for that Plan Year. The Employer shall pay all such expenses to the Participant upon the presentation of documentation of such expenses in a form prescribed by the Employer, which shall include satisfactory third party evidence of the amount of the expense and the date(s) incurred. In addition, upon presentation of a claim, a Participant shall expressly represent that the item for which a claim is made is not subject to reimbursement under any policy described in paragraph 5.2.2(d) or from any other source. In its discretion, the Employer may pay any of such expenses directly, in which event it shall be relieved of all further responsibility with respect to that particular expense. These expenses shall be paid periodically during the Plan Year upon receipt of a claim complying with Plan requirements, and no later than March 31st following the close of a Plan Year upon receipt of a claim (no minimum) complying with Plan requirements.

(d) Limitations on Medical Reimbursement Benefits.

Anything in the Plan to the contrary notwithstanding, no Participant shall be entitled to benefits under this paragraph 5.2.2:

(i) In the event and to the extent that the reimbursement or payment is covered under any insurance policy or policies, whether paid for by the Employer or the Participant, or under any other health and accident plan by whomever maintained. If there is such a policy or plan in effect providing for reimbursement or payment, in whole or in part, then to the extent of the coverage under that policy or plan, the Plan shall be relieved of any liability; or

(ii) To the extent that the expense has been submitted for reimbursement from the Participant's Dependent Care Reimbursement Account.

(e) Forfeiture of Unused Benefits. If, following the final payment of reimbursement benefits for eligible expenses incurred during the Period of Coverage for any Plan Year, any amount remains in a Participant's Medical Reimbursement Account for that Plan Year, the Participant shall forfeit such amount to the Employer, and shall have no further claim to that amount. If not retained by the Employer, forfeitures may be used in one or more of the following ways: to reduce the required salary reduction amounts for the immediately following plan year on a

reasonable and uniform basis; returned to the Participants on a reasonable and uniform basis; or, to defray expenses to administer the plan.

(f) Limitation on Medical Reimbursement Account For HSA Participation. If the HSA option, in Section 5.2.7, is offered under the Plan and the Participant is enrolled, benefits eligible for reimbursement under the Flexible Medical Reimbursement Account for the Participant shall be limited to the following:

(i) those qualified medical expenses, as defined in IRC Section 223(d)(2) that exceed the deductible of the High Deductible Health Plan, and

(ii) regardless of whether the deductible has been exceeded,

(A) vision and dental expenses, and

(B) preventative care benefits equal to the amount owed by the Participant when the High Deductible Health Plan does not otherwise provide such preventative care benefit or requires a co-payment from the Participant.

The Plan shall not be liable for monitoring distributions with regard to HSA restrictions.

(g) Exception for Distribution into a Health Savings Account.

A distribution from the medical reimbursement plan that does not exceed the lesser of the balance in such arrangement on September 21, 2006, or as of the date of such distribution, the maximum amount allowable by law, and is contributed by the Company directly to the health savings account of the employee before January 1, 2012 shall not violate Section 5.2.5 or its subparagraphs of this Plan. Such term shall not include more than one (1) distribution with respect to any medical reimbursement plan.

(h) Separate Written Plan. For purposes of the Code, paragraph 5.2.2 shall constitute a separate written plan providing for the reimbursement of Medical Care expenses. To the extent necessary, other provisions of the Plan are incorporated by reference in paragraph 5.2.2.

(i) HIPAA Privacy and Security. Paragraphs (i) through (m) apply to the Medical Reimbursement Plan only. Definitions of capitalized terms in this paragraph are taken from the statute and regulations of the Health Insurance Portability and Accountability Act of 1996 found in 45 CFR §164.501 et al. The HIPAA Privacy Rules and Security Standards stated in this section will become effective for the Plan when required under the applicable statutes and regulations. The plan will use and disclose “protected health information” (PHI) and “electronic protected health information” (EPHI) for purposes related to health care

treatment, payment for health care services, and health care operations. The plan will use or disclose PHI and EPHI for any other purpose only upon receipt of an authorization from the individual. The Plan will not disclose “protected health information” (PHI) or “electronic protected health information” (EPHI) to the Employer until the Plan has received certification from the Employer that the plan documents have been amended to incorporate the following provisions: As Employer the Employer agrees to:

(i) not use or further disclose “protected health information” (PHI) or “electronic protected health information” (EPHI) other than as permitted or required by the plan document or as required by law;

(ii) ensure that any agents, including a subcontractor, to whom it provides PHI or EPHI agree to the same restrictions and conditions that apply to the Employer with respect to PHI or EPHI and will implement reasonable and appropriate security measures to protect the information;

(iii) not use or disclose the PHI or EPHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(iv) be vigilant of any use or disclosure of PHI or EPHI and report to the plan any use or disclosure that is inconsistent with the permitted or required uses or disclosures and any security incident of which it becomes aware;

(v) make available PHI or EPHI to individuals;

(vi) provide individuals with the opportunity to amend PHI or EPHI;

(vii) provide individuals with an accounting of the disclosure of their PHI or EPHI;

(viii) make its internal practices, books, and records relating to the use and disclosure of PHI or EPHI available to the Secretary of the Department of Health and Human Services; for compliance purposes;

(ix) return or destroy all PHI or EPHI, if feasible, if not feasible then limit further uses and disclosures to those purposes that make the return or destruction infeasible;

(x) ensure that adequate separation exists between employees who are authorized to use PHI or EPHI and those who are not;

(xi) ensure that adequate separation is supported by reasonable and appropriate security measures to protect the information;

(xii) describe those employees or classes of employees to be given access to PHI or EPHI;

(xiii) restrict the access to and use by these employees;

(xiv) provide an effective mechanism for resolving any issues of noncompliance by persons who have access to PHI or EPHI.

(j) In accordance with the HIPAA Privacy rules and Security Standards, the following employees, or class of employees, will have access to PHI or EPHI: employees with Medical Reimbursement Plan oversight responsibility.

(k) The individuals described in (j) above will have access to use and disclosure of PHI or EPHI for plan administration functions that are performed by the Employer for the Plan.

(l) The Employer will provide a mechanism for resolving noncompliance issues for any individual described in (j) above who does not comply with the plan document, or improperly uses or discloses PHI or EPHI, including disciplinary procedures.

(m) With respect to EPHI, the Employer will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the plan.

5.2.3 Dependent Care Reimbursement. A Participant may elect to receive dependent care reimbursement for eligible dependent care expenses under the terms and conditions of this paragraph 5.2.3.

(a) Dependent Care Reimbursement Accounts. A Dependent Care Reimbursement Account shall be established for each electing Participant for each Plan Year. Each Dependent Care Reimbursement Account shall initially contain Zero Dollars (\$0.00).

(b) Increases in Dependent Care Reimbursement Accounts. A Participant's Dependent Care Reimbursement Account shall be increased each relevant pay period by such whole dollar amount of the Participant's available Employer contributions, if any, and Pay Conversion Contributions as the Participant has elected to apply toward the Participant's Dependent Care Reimbursement Account; provided that the maximum annual contribution to a Participant's Dependent Care Reimbursement Account attributable to a Participant's Employer contributions, if

any, and Pay Conversion Contributions shall be a maximum of Five Thousand Dollars (\$5,000) per Plan Year.

(c) Decreases in Dependent Care Reimbursement Account. A Participant's Dependent Care Reimbursement Account shall be reduced by the amount of any benefits paid to or on behalf of a Participant pursuant to paragraphs 5.2.3(d) or 5.2.3(e).

(d) Dependent Care Benefits. Subject to limitations contained in other provisions of this Plan, and to the extent of the amount contained in the Participant's Dependent Care Reimbursement Account, a Participant who incurs Employment Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of these expenses incurred during the Period of Coverage for a Plan Year, including the remainder of the Plan Year following termination of employment with the Employer to the extent of the amount contained in the Participant's Dependent Care Reimbursement Account for that Plan Year, including the remainder of the Plan Year following termination of employment with the Company; provided that no reimbursement shall be paid pursuant to this paragraph 5.2.3 to the extent that an expense has been submitted for reimbursement as a Medical Care expense under paragraph 5.2.2. The Employer shall pay all such expenses to the Participant

upon the presentation to the Employer of documentation of these expenses in a form prescribed by the Employer. However, in its discretion, the Employer may pay any of these expenses directly, in which event it shall be relieved of all further responsibility with respect to that particular expense. These expenses shall be paid periodically during the Plan Year upon receipt of a claim complying with Plan requirements, and no later than March 31st following the close of the Plan Year upon receipt of a claim (no minimum) complying with Plan requirements.

(e) Forfeiture of Unused Benefits. If, following the final payment of reimbursement benefits for eligible expenses incurred during the Period of Coverage for any Plan Year, any amount remains in a Participant's Dependent Care Reimbursement Account for that Plan Year, the Participant shall forfeit such amount to the Employer, and shall have no further claim to that amount. If not retained by the Employer, forfeitures may be used in one or more of the following ways: to reduce the required salary reduction amounts for the immediately following plan year on a reasonable and uniform basis; returned to the Participants on a reasonable and uniform basis; or, to defray expenses to administer the plan.

(f) Annual Statement of Benefits. On or before January 31 of each calendar year, the Employer shall furnish to each Participant who received benefits under paragraph 5.2.3 during the preceding calendar year, a statement of all such benefits paid to or on behalf of the Participant during the prior calendar year.

(g) Separate Written Plan. For purposes of the Code, paragraph 5.2.3 shall constitute a separate written plan providing a program of dependent care assistance. To the extent necessary, other provisions of the Plan are deemed incorporated by reference in paragraph 5.2.3.

5.2.4 Dental Coverage. Payment of the employee cost of coverage under the City of Roseville Dental Plan and under such policies or programs as the Employer elects to make available to the Participant.

5.2.5 Life Insurance Coverage. Payment of the employee's share of the cost of coverage under the City of Roseville Life Insurance Plan for a benefit amount not to exceed \$50,000.

5.2.6 Health Savings Accounts. An additional option available to be offered under the Plan is that of a Health Savings Account.

(a) HSA Eligibility. To be eligible, Participants must be enrolled by the end of the Plan Year in a High Deductible Health Plan, as

defined in IRC Section 223(c)(2), not be enrolled in any other health plan that is not a High Deductible Health Plan or that provides coverage for any benefit that is covered under the High Deductible Health Plan. To be eligible to contribute the entire statutory amount for the year, the Participant must remain enrolled in the HSA for the entire following calendar year. Certain types of health coverage shall be disregarded in determining other health plans including those plans that only cover (whether through insurance or otherwise) accidents, disability, dental care, vision care, or long-term care, or other “Permitted Insurance” as defined in IRC §223(c)(3).

(b) HSA Account Establishment. An account will be established on behalf of the Participant with an authorized HSA custodian or trustee. Contributions will be made to this account for the Participant.

(c) HSA Contribution Amount. If eligible, Participants may choose to defer to the HSA the maximum limits imposed under IRC §223(b)(2) and adjusted for inflation under IRC §223(g). Participants may only contribute the maximum amount as allowed under 5.2.5(a).

(d) HSA Withdrawals. The Participant shall be able to withdraw funds from the account at his/her discretion. Participant may withdraw funds to pay for qualified medical expenses without taxation. Participant may withdraw funds for purposes other than to pay for qualified medical expenses and be subject to taxation and potential

penalty. Participant assumes all liability for tax consequences of withdrawals.

(e) HSA Liability and Reporting. The Plan nor any service providers under the Plan shall not be required to monitor the use of the funds in the HSA nor to perform any annual reporting to the IRS for the amounts contributed or withdrawn from the HSA. Neither the Plan nor its service providers under the Plan are considered custodians or trustees of the HSA and shall be held responsible for any use of the funds after the initial contribution of the funds to the HSA and receipt of such funds by the HSA custodian or trustee.

Section 5.3 Taxable Cash Compensation. The Plan is a choice for the Participant between benefits and taxable compensation, therefore the amount of any Pay Conversion Contributions not used by a Participant for benefits, shall be paid to the Participant as taxable cash compensation at the time the contributions constituting such Pay Conversion Contributions would be paid without regard to this Plan. Elections to the medical and dependent care reimbursement portions of this Plan, Section 5.2, are considered the purchase of benefits. Any remaining balances after the end of the Plan Year in these accounts will be considered unused benefits and are subject to the provisions listed in 5.2.2 and 5.2.3. Taxable cash compensation under this Section 5.3 shall be deemed a benefit.

Article 6. Claims Procedure

Section 6.1 Written Claim for Benefits. Benefit payments for the Medical Reimbursement and Dependent Care Reimbursement portions of the Plan shall not be made under this Plan until the Employer or its agent has received a claim for benefits that satisfies all requirements of the separate benefit plan under which such benefit is claimed to be due. Claims for benefits under the health, dental plan and/or life insurance plan(s) shall be administered in accordance with the claims procedures set forth in the plan documents for the health, dental plan and/or life insurance plan(s).

Section 6.2 Claims Procedure. The Plan shall establish and maintain reasonable procedures governing the filing of benefit claims, notification of benefit determinations, and appeal of adverse benefit determinations (hereinafter collectively referred to as claims procedures).

If the claimant or the claimant's representative fail to follow the claims procedures set out by the Plan, the claimant will be notified of such failure as soon as possible, but not later than five (5) days following the failure. Notification may be oral, unless written notification is requested by the claimant or authorized representative.

In the case of a post-service claim (i.e., the claimant has already received service), the Plan administrator will notify the claimant of the Plan's adverse benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may

be extended one time by the Plan for up to 15 days, provided that the Plan administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to the claimant's failure to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the claimant will be afforded at least 45 days from receipt of the notice within which to provide the specified information.

For purposes of this section, the time periods will begin at the time a claim is filed without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted under this section due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

The notification shall set forth either upon the initial determination or upon review, in a manner calculated to be understood by the claimant –

- (i) The specific reason or reasons for the adverse determination;
- (ii) Reference to the specific Plan provisions on which the determination is based;

- (iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (iv) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action following an adverse benefit determination on review;
- (v) In the case of an adverse benefit determination, (A) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request; or (B) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

For a group medical claim, the claimant will have 180 days following receipt of a notification of an adverse benefit determination within which to appeal the determination. The appeal process requires the Plan to:

- (i) provide for a review that does not afford deference to the initial adverse benefit determination;

- (ii) provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
- (iii) provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination;
- (iv) provide that the health care professional engaged for purposes of a consultation under this section shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual; and

The Plan administrator shall notify the claimant of the Plan's benefit determination on review. In the case of a post-service claim, the Plan administrator will notify the claimant of the Plan's benefit determination on review within a reasonable period of time, not later than 60 days after receipt by the Plan of the claimant's request for review of an adverse benefit determination.

Nothing in this section shall be construed to supersede any provision of State law that regulates insurance, except to the extent that such law prevents the application of a requirement of this section.

If the Plan fails to establish or follow claims procedures consistent with the requirements of this section, the claimant will be deemed to have exhausted the administrative remedies available under the Plan and shall be entitled to pursue any available remedies under law on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

Article 7. Administration and Finances

Section 7.1 Administration. The Employer shall be the administrator of the Plan, and, as such, has total and complete discretionary authority to determine conclusively for all parties all questions arising in the administration of the Plan. The Employer shall have all powers necessary to administer the Plan, including, without limitation, powers:

- (a) to interpret the provisions of the Plan;
- (b) to establish and revise the method of accounting for the Plan and to maintain the accounts;
- (c) to establish rules for the administration of the Plan and to prescribe any forms required to administer the Plan; and
- (b) to change plans, contracts or policies and/or insurers or other providers of benefits described in Sections 5.2 of the Plan.

Section 7.2 Delegation. The Employer shall have the power, by resolution of its City Manager, to delegate specific duties and responsibilities. Such delegations may be to officers or other employees of the Employer or to other individuals or entities. Any delegation by the Employer, if specifically stated, may allow further delegations by the individual or entity to whom the delegation has been made. Any delegation may be rescinded by the Employer at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for the exercise of those duties or responsibilities and shall not be responsible for the acts or failure to act of any other individual or entity.

Section 7.3 Reports and Records. The Employer and those to whom the Employer has delegated duties and authority under the Plan shall keep records of all their proceedings and actions, and shall maintain all books of account, records, and other data necessary for the proper administration of the Plan and to comply with applicable laws.

Section 7.4 Actions of the Employer. Subject to the claims procedures of Article 6, all determinations, interpretations, rules, and decisions of the Employer shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

Section 7.5 Finances. The costs of the Plan shall be borne as provided herein. For purposes of the Plan, Pay Conversion Contributions shall be deemed contributions by the Employer.

Section 7.6 Indemnification. To the extent permitted by law, the Employer shall indemnify the members of the Employer's City Manager, and others to whom the Employer has delegated duties and authority pursuant to Section 7.2 who are either employees, officers, or directors of the Employer against any and all claims, losses, damages, expenses, and liabilities, arising from their responsibilities in connection with the Plan which are not covered by insurance (without recourse) paid for by the Employer, unless due to gross negligence or intentional misconduct.

Article 8. Amendments and Termination

Section 8.1 Amendments. The Employer shall have the right at any time and from time to time, by resolution of its City Manager, or action of such other person(s) to whom such authority has been delegated by the City Manager pursuant to Section 7.2, to amend the Plan, in full or in part, the amendment to be effective at the time stated therein. Any such amendment shall be filed with the Plan documents.

Section 8.2 Benefits Provided through Third Parties. In the case of any benefit provided pursuant to an insurance policy or other contract with a third party, the Employer may amend the Plan by changing insurers, policies, or contracts without changing the language of the Plan, provided that copies of the contracts or policies are filed with the Plan documents and the Participants are informed of the effects of any changes.

Section 8.3 Termination. The Employer expects the Plan to be permanent, but necessarily must, and hereby does, reserve the right to terminate the Plan at any time. Any such termination shall be by resolution of the City Manager of the Employer or by action of such other person(s) to whom such action has been delegated by the City Manager pursuant to Section 7.2. Neither the Employer nor any of their respective officers, directors, or employees shall have any further financial obligations under the Plan from and after termination of the Plan except those that have accrued up to the date of termination and have not been satisfied.

Article 9. Miscellaneous

Section 9.1 No Guaranty of Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the Employer and any employee. Nothing contained in the Plan shall give any employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any employee at any time, nor shall it give the Employer the right to require any employee to remain in its employ or to interfere with the employee's right to terminate employment at any time.

Section 9.2 Limitation on Liability. The Employer does not guarantee benefits payable under any insurance or health maintenance organization policy or contract described in the Plan, and any benefits payable thereunder shall be the exclusive responsibility of the insurer or health maintenance organization that is obligated under the contract or policy.

Section 9.3 Non-Alienation. No benefit payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind.

Section 9.4 Applicable Law. The Plan and all rights under it shall be governed by and construed according to the laws of the State of Minnesota, except to the extent those laws are preempted by the laws of the United States of America.

Section 9.5 Benefits Provided Through Third Parties. In the case of any benefit provided through a third party, such as an insurance company, pursuant to a contract or policy with that third party, if there is any conflict or inconsistency between the description of benefits contained in the Plan and the contract or policy, the terms of the contract or policy shall control.

City of Roseville

By: _____

Title: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/21/09
Item No.: 7.f

Department Approval

City Manager Approval

W. Malinen

Item Description: Quarterly Shared Services Update

BACKGROUND

In February 2009, Resolution 10691, Authorizing Examination of Cooperation and Shared Services with Others, was adopted by the City Council supporting discussing and researching possible new and enhanced cooperation and shared services with local governments and others; and authorizing the City Manager to pursue and examine new cost-effective means of cooperating and sharing services; and directing the City Manager to report back on a regular basis to the City Council regarding cooperative opportunities.

REQUESTED COUNCIL ACTION

Receive the September 2009 Quarterly Shared Services Update

Prepared by: Bill Malinen

Attachments: A: September 2009 Shared Services Update

Shared Services Update*

9/21/09

Roseville Services Used by Others

Description of Shared Service	Shared Service Updates:
1. GIS Services with North St. Paul	o Update here: For the past two years, the City of Roseville has provided the City of North St. Paul 425 hours of Community Development staff time for GIS services for a fee of \$15,000 annually. Staff will plan on continuing this relationship into 2010. <i>PT 06/09</i>
2. Program Offerings to Lauderdale	o Entered into an general agreement to provide certain program offerings to the community of Lauderdale for a fee <i>LB 6/09</i>
3. IT support services	- o JPA signed with the City of Forest Lake for IT support services. Value of the contract is \$55,000 annually <i>CKM 9/09</i> - o JPA signed with the City of Vadnais Heights for IT support services. Value of the contract is \$48,000 annually <i>CKM 6/09</i>
4. Joint Fiber Optic Network	- o 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000. Expected completion on 10/31/09 <i>CKM 9/09</i> - o 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000 <i>CKM 6/09</i>
5. Engineering Services Falcon Heights and Arden Hills	o Continue to provide Engineering support services <i>DS 05/09</i>
6. Street message painting	o Provide as needed to Falcon Heights <i>DS 6/09</i>
7. East Metro SWAT	o Multi-Jurisdictional tactical team involving the following cities: Roseville, St. Anthony, New Brighton, North St. Paul, and we have the University of MN police department interested in joining in the near future. <i>CS 6/09</i>
8. Pursuit Intervention Technique Training	o This training is legislatively mandated. Law enforcement personnel must attend this training every three years. RPD oversees this training and is working on adding more departments to the group. <i>CS 6/09</i>
9. K-9 Police Training Area	o K-9 teams from throughout the metro area travel to the Roseville K-9 training area, where the grounds is set up to assist officers and their K-9 partners in preparing for Police Dog 1 certification trials and street work. <i>CS 6/09</i>
10. Automatic Mutual Aid with Lake Johanna Fire	o Provide mutual aid between Lake Johanna Fire and Roseville Fire for all structure fires. <i>TO 9/09</i>
11. Capital City Mutual Aid Association	o Provide fire mutual aid for all fire departments within Ramsey County. <i>TO 9/09</i>
12. North Suburban Mutual Aid Association	o Provide fire mutual aid for all fire departments within Hennepin County. <i>TO 9/09</i>

13.

Others' Services Used by Roseville

Description of Shared Service	Shared Service Updates:
1. Equipment Rental opportunity	o Received equipment rental rate list from City of St. Paul DS 6/09
2. Equipment Sharing with Ramsey County PW	o Ongoing sharing of sealcoat equipment with RCPW DS 6/09
3. Discussing using Falcon Heights and Little Canada Regenerative Air Sweeper on rental basis	o Ongoing DS 6/09
4. St. Paul P.D. Records Management System	o Utilize their report-writing software and records management system. All law enforcement agencies with the exception of Ramsey County Sheriff's Office all contract with St. Paul PD for this system. CS 6/09
5. Ramsey County Dispatch Service	o Provides dispatching services for the entire county except White Bear Lake. CS 6/09
6. Ramsey County Detention Service	o Temporary and long-term incarceration for arrested individuals. CS 6/09
7. Ramsey County Warrant Service	o Serves active warrants resulting from Roseville PD arrests. CS 6/09
8. Allina Medical	o Provides EMT services/ East Metro Swat tactical EMS service overview. CS 6/09
9. Roseville Fire Department	o Training and the providing of EMT services. CS 6/09
10. Century College	o Mandated and career training for law enforcement personnel. CS 6/09
11. Bureau of Criminal Apprehension	o Training, lab work, evidence analysis, statistical information, identification information, etc. Team also responds to critical incidents, suspicious deaths, etc. We also utilize their polygraph service. CS 6/09
12. MN State Patrol	o Assists in accident reconstruction, investigations, etc. CS 6/09
13. Financial Crime Services	o Implementation of the check diversion program. CS 6/09
14. Crime Stoppers	o Creation of a "tip-line" and on-going partnership in working with the media to develop leads in high-profile cases. CS 6/09
15. East Metro Narcotics Task Force	o A Roseville officer is assigned to this unit. CS 6/09
16. Ramsey County Crime Lab	o Use lab for narcotics testing. CS 6/09
17. Midwest Children's Resource Center	o Assist us on interviews of victims of abuse. CS 6/09
18. Northwest Youth and Family Services	o They handle youth diversion programs for Roseville. CS 6/09
19. Tubman Family Alliance	o Provide follow-up and advocacy for victims of domestic violence. CS 6/09
20. Target Corporation	o They provide assistance with video forensics. CS 6/09
21. BCA, Ramsey County, St. Anthony Police Department	o We utilize these agencies for computer forensics. CS 6/09
22. Ramsey County Apprehension and US Marshals	o Both have provided assistance to us on several cases in gathering intelligence, locating suspects, executing search warrants and tracking cell phones. CS 6/09

23. Postal Inspector	o We regularly work with the US Postal Inspector in verifying addresses and also on criminal cases involving US Mail. CS 6/09
24. Mid-America	o We have entered into a partnership with Mid-America for storage and sale of forfeited vehicles. CS 6/09
25. Propertyroom.com	o Utilize this web-based service to sell items recovered by the police department. CS 6/09
26. Ramsey County Special Investigations Unit	o Their analysts have assisted us on several cases, creating crime maps, analysis and forecasting. CS 6/09
27. Bureau of Criminal Apprehension	o Laboratory analysis of evidence from fire scenes. TO 9/09
28. State Fire Marshal office	o Assistance with fire investigations on an as needed basis. TO 9/09
29. State Fire Marshal Office	o Resources and materials for public fire safety education. TO 9/09
30. Allina Medical transportation	o Provide patient transport within the city of Roseville. TO 9/09
31. Allina Medical transportation	o Provide medical training for fire department. TO 9/09
32. Minnesota State Regional Hazardous Material teams	o Provide response and technical assistance at Haz Mat incidents. TO 9/09
33. St. Paul Fire Training Center	o Provide training area for fire training. TO 9/09

**2/23/09: Resolution 10691 - Authorizing Examination of Cooperation and Shared Services with Others*

REQUEST FOR COUNCIL ACTION

DATE: 9/21/2009

ITEM NO: 7.g

Department Approval:



City Manager Approval:



Item Description: Request by Owasso Ridge Association, Inc. for an **PLANNED UNIT DEVELOPMENT AMENDMENT, EASEMENT VACATION, and PRELIMINARY and FINAL PLAT** modifying the structure setback requirements for the residences at 2765-2780 Cohansey Circle (**PF09-007**).

1.0 REQUESTED ACTION

The Owasso Hills Home Owner's Association (Owasso Ridge) is requesting the **PLANNED UNIT DEVELOPMENT AMENDMENT, EASEMENT VACATION, and PRELIMINARY PLAT** in order address certain setback encroachments and allow for residential amenities such as decks, porches, and/or patios.

Project Review History

- Application submitted and determined complete: April 29, 2009
- Sixty-day review deadline: June 28, 2009
- Sixty-day review extension (City): August 29, 2009
- Sixty-day review extension (Applicant): October 27, 2009
- Project report recommendation: June 3, 2009
- Planning Commission action (7-0): June 3, 2009
- Anticipated City Council action: September 21, 2009

2.0 SUMMARY OF STAFF RECOMMENDATION

At the duly notice public hearing, no citizens were present to address the Commission regarding the **PLANNED UNIT DEVELOPMENT AMENDMENT, EASEMENT VACATION, and PRELIMINARY PLAT** request. Subsequently, the Planning Commission recommended (7-0) approval of the request; see Section 7 of this report for details.

3.0 SUMMARY OF SUGGESTED ACTION

ADOPT a RESOLUTION APPROVING the **EASEMENT VACATION, BY MOTION, APPROVE the OWASSO RIDGE PLANNED UNIT DEVELOPMENT AGREEMENT, and BY MOTION, APPROVE the PRELIMINARY and FINAL PLAT**; see Section 8 of this report for details.

4.0 BACKGROUND – 2002 PUD

- 4.1 On March 4, 2002, the Roseville City Council approved the Owasso Ridge development and the Planned Unit Development Agreement. The Agreement included terms and conditions under which each lot could develop. Specifically, each lot was afforded flexibility in the placement of a home based on setbacks (minimum principal structure setback - front yard = 5 feet from front property line (27 feet from street right-of-way), rear yard = 5 feet from rear property line (30 feet from the boundary property line), side yard adjacent Iona Lane = 5 feet from side yard property line (30 feet from the street right-of-way line), and an interior side yard setback = 10 feet for nay interior lot line (20 feet between buildings).
- 4.2 The Agreement also allowed patios, deck, and porch additions that were required to meet a minimum setback of 30 feet from the boundary property line.
- 4.3 Initial discussions in 2002 with the developer included creating an allowance for patios, decks, and porches that could encroach closer to the periphery property line. However, the developer chose to establish a 30-foot common area/drainage and utility easement adjacent to the periphery property line, thus eliminating the ability to support such improvements unless they are confined within each individual lot or an amendment to the approved PUD is sought.
- 4.4 Since 2002, the Planning Division has been aware of two patio encroachments (2769 and 2780 Cohansey Circle), two minor deck encroachments (2765 and 2775 Cohansey Circle) and three landscape retaining wall encroachment (2769, 2776 and 2780 Cohansey Circle). It should be noted that the Building Permits Division and Planning Division were unaware of the patio encroachments because permits are not required for such an improvement. Deck encroachments do not appear on the original survey, but appear as encroachments on the City's Online Mapping and in recent surveys as relatively minor (no greater than 2 feet) encroachments. These encroachments include deck landings and/or overhangs that are allowable encroachments of the City Code, but not clearly defined in the PUD Agreement.

5.0 PROJECT OVERVIEW

- 5.1 In 2007, homeowner Chuck Fish desired a deck addition to the rear of his home and sought support from Owasso Ridge Homeowner's Association. This proposal, if supported, would have required the amendment of the PUD and other possible approvals by the City. Originally members were supportive of the improvement, however the Association voted not to support Mr. Fish's request.
- 5.2 Soon after the denial by the Association, the issue and concern over the existing encroachments came to the forefront. The Planning Division has provided guidance to Owasso Ridge Homeowner's Association as well as to specific property owners on the options that could be supported by the City. From the beginning, staff's position has been to create a transparent solution that provides equal treatment of all property owners. Specifically, if one lot is afforded an encroachment of any degree, then all lots must receive the same treatment.
- 5.3 Since 2007 the Planning Division has met or communicated with Owasso Ridge Homeowner's Association on options for resolving the existing nonconforming

66 encroachments, as well as facilitating future patios, decks, and porches. In 2008 the City
67 Planner attended a gathering of property owners to explain the City's position regarding
68 the encroachments and to listen to property owner concerns. The decision of whether to
69 proceed was left up to the Association. However, the Planning Division is not interested
70 in a solution that relies on potentially politicized voting by the association for support to
71 be granted and does want to create an analysis/enforcement nightmare where lots are
72 looked upon or treated differently given their size and/or location.

73 **6.0 PROPOSED AMENDMENT/STAFF COMMENT**

74 6.1 The Roseville City Code is less restrictive than the PUD Agreement in allowing a patio
75 and/or deck that does not rise above the height of the ground floor; such decks and patios
76 may extend to as near as two feet from a side or rear property line. Decks and enclosed
77 porches extending above the ground floor, however, are to be setback a minimum of 10
78 feet from side property lines and 30 feet from rear yard property lines.

79 6.2 The proposal to amend the approved PUD of March 4, 2002 is centered on three
80 components: **AMENDING** the PUD Agreement to revise the setback requirements for
81 patios, decks, and porches, **VACATING** generally 10 to 11 feet of the 25+-foot wide utility
82 and drainage easement that surrounds the development site, and **RE-PLATTING** to enlarge
83 the seven lots by incorporating the vacated easement into each lot.

84 6.3 The Planning Division has reviewed the proposal for its potential impacts to adjacent
85 properties, and has concluded that the impact of affording the seven lots an additional
86 10+ feet in which to construct a patio, deck, or porch would be minimal.

87 6.4 It is worth noting that the adjacent residential properties are allowed under the City Code
88 to construct or expand patios, decks, and/or porches closer to their side or rear property
89 line than what is being proposed in this amendment.

90 6.5 Based on the survey provided by E.G. Rud and Sons, the proposed developable land
91 addition would be roughly 10 feet in width, which is based on a minimum utility and
92 drainage easement of 15 feet in width. The additional 10+ feet of lot depth would afford
93 current and future home owners options not currently allowed. Some of the existing
94 homes have been improved in a manner that leaves very little room for a patio or deck, or
95 to add/modify current space for a porch and still meet the requirements of the existing
96 PUD Agreement. The 10 feet inclusion also eliminates all deck and patio encroachments,
97 but does not eliminate existing landscape features on Lot 1, 2, 4, and 7.

98 6.6 Based on a minimum 15 foot wide utility and drainage easement, the City Engineer
99 support for the project and specifically the **VACATION** of pre-existing utility and drainage
100 easement. The City Engineer's recollection when the initial proposal came forward was
101 that 25+ feet seemed excessive for an easement, but did not dispute its provision as
102 common area and an easement. The existing drainage system was designed and
103 implemented within the easement and can be modified in-order to create proper drainage
104 for the development site.

105 6.7 The corner lot at 2766 Cohansey Circle includes landscape enhancements that encroach
106 into a part of the drainage easement not being vacated, but the Engineering Division is
107 unaware of any drainage issues related to these improvements and thus supports an
108 exception in the PUD Agreement for allowing this landscaping to remain. It should be

noted that this particular lot previously sloped toward Cohansey Circle and Iona Lane and the landscaping (retaining wall system) was installed to create a tiered design, preserving existing trees and incorporating additional landscaping.

6.8 Other lots have included landscape features (retaining walls) that lie outside or are adjacent to the existing drainage swale. Currently there are no objects that impede drainage on the Owasso Ridge site.

6.9 The Planning Division finds that adding 10+ feet to the rear of each lot and writing in an exception for the retaining wall/landscape enhancements would be in the best interest of the City to correct the non-conformities and would afford current and future property owners better options for including patios, decks, and/or porches, while having only minimal impacts on adjacent residential properties.

6.0 PLANNING COMMISSION/STAFF RECOMMENDATION

6.1 On June 23, 2009 that Roseville Planning Commission held the duly noticed public hearing regarding the Owasso Ridge request. No citizens were in the audience to address the Commission, but Commissioners did seek clarification on the intent of the action (eliminate non-conformities and afford future allowances for patios, decks, and/or porches); staff's interpretation of the Code related to patios, decks, and porches (patios and decks under 24 inches allowed to within 2 feet of a property line, while decks over 24 inches and porches required to be setback 10 feet from property line); inconsistencies in the historical record (the record would indicate that permits based on surveys were issued to the developer not current home owners, including two with very minor, 12 inches or less, deck stairway/overhang encroachments. Patios were not included in permit and installed after final inspections); applicable setback criteria (staff believes that the current is most applicable and equitable); and ultimate solution of ongoing issue with proposed action (staff does not foresee further issues with site improvements if Amendment is approved).

6.2 The Commission voted (7-0) to recommend approval of the subject request based on the information provided in Sections 4 and 5 of the project report date June 3, 2009, subject to the following conditions (minutes attached):

- a. The Owasso Ridge Home Owner's Association shall hire a land surveyor to prepare a Preliminary Plat for review, comment, and acceptance by Ramsey County and to prepare the FINAL PLAT for approval by the City Council.
- b. The PUD Agreement shall be revised by the Planning Division to address the 15-foot inclusion on the rear of each lot, provide specific language regarding patio, deck, and/or porch allowances, and create an exception for the landscaping and retaining wall at 2766 Cohansey Circle, for review and final approval by the City Council.

7.0 PROJECT UPDATE

7.1 Since the Planning Commission meeting of June 6, 2009, the Owasso Ridge Home Owner Association (HOA) has hired E. G. Rud and Sons (surveyors) to create and complete the necessary subdivision platting documents. Initially there was discussion

150 that generally 30 feet of existing easement existed between the lot line and the boundary
151 line. However, this number is closer to 25/26 feet, which is still acceptable to modify.

152 7.2 After staking of the proposed preliminary plat was completed by the surveyor, the
153 Planning Division completed two inspections of the development site. These inspections
154 were completed to determine the current location of the drainage swale and to identify
155 the appropriate/proper new lot boundary. After discussion with on the field findings, it
156 was determined that the lot should allow for no more that 10 feet of developable area,
157 thus leaving a minimum 15 foot wide drainage and utility easement.

158 7.3 After review with the Owasso Ridge HOA president, it was further concluded that the
159 Association's Restrictions and Covenants document needed to be modified in order to
160 address both existing conditions and allowances and the proposed amendments. The
161 Planning Division reinforced its position that both the amendment and the Association's
162 guiding documents need to be consistent with one another and transparent, both in
163 allowances and the process to approve (see attached draft revisions).

164

165 **8.0 SUGGESTED ACTION**

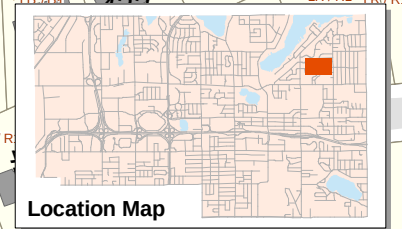
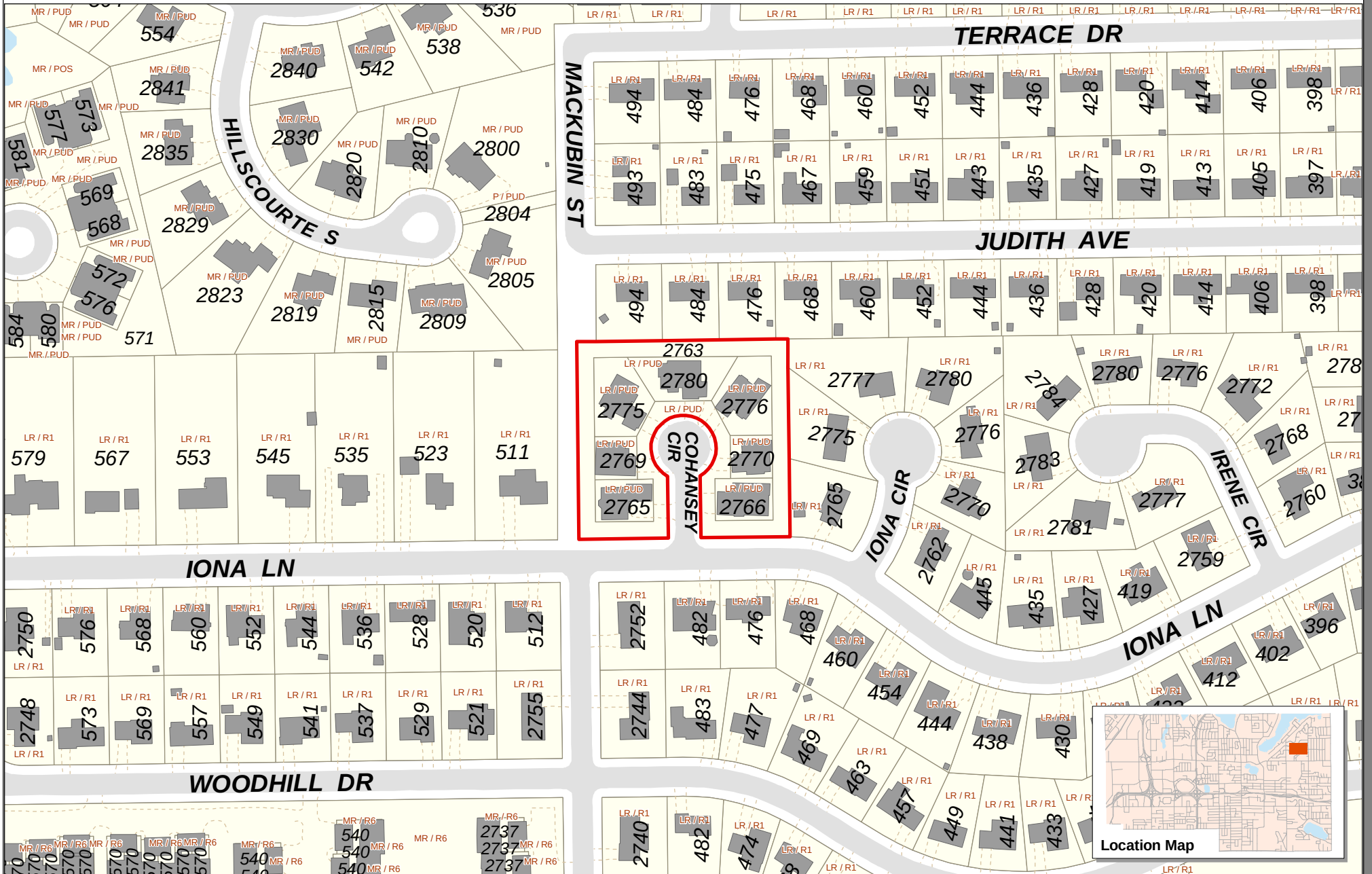
166 The Planning Division seeks the following action to correct existing nonconformities and
167 create more equitable allowances for the inclusion of patios, decks, and/or porches on
168 each lot, based on the information provided in Sections 4 and 5 and the conditions of
169 Section 6 of the project report dated September 21, 2009:

- 170 **a.** ADOPT a RESOLUTION APPROVIONG the EASEMENT VACATION
- 171 **b.** BY MOTION, APPROVE the FIRST AMENDMENT to the OWASSO RIDGE PLANNED
172 UNIT DEVELOPMENT AGREEMENT
- 173 **c.** BY MOTION, APPROVE the PRELIMINARY and FINAL PLAT OF OWASSO RIDGE
174 SECOND ADDITION

175 Prepared by Thomas Paschke, City Planner (651-792-7074)

176 Attachments: A. Base Map E. Easement Resolution
177 B. Aerial Photo F. Owasso Ridge Plat
178 C. Applicant Narrative G. Association Declarations Document
179 D. Open House Summary

Attachment A: Location Map for Planning File 09-007



Prepared by:
Community Development Department
Printed: September 16, 2009

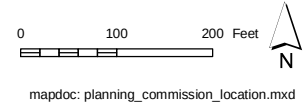


Site Location

LR / R1 Comp Plan / Zoning
Designations

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

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



Attachment B: Aerial Map of Planning File 09-007



Prepared by:
Community Development Department
Printed: September 16, 2009



Site Location

Data Sources

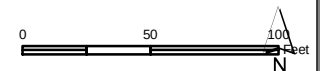
* Ramsey County GIS Base Map (9/4/2009)

* Aerial Data: Pictometry (4/2008)

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

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Owasso Ridge Homeowner Association, Inc. Proposed Amendment to PUD #1259 Attachment

The Owasso Ridge Homeowners Association, Inc. has determined that there are numerous current encroachments into the common Lot # 8. To eliminate these encroachments, we would like the City of Roseville to Amend the PUD #1259 to read as follows:

Page 4, Item 9.3 Building Setbacks

Front Yard: No Change

Rear Yard: Increase the principle structure setback of 5 feet to 15 feet. Thus, decreasing the minimum setback of 30 feet, to 15 feet from the property boundary line.

Side Yard- Street (Iona Lane) Increase the principle structure setback of 5 feet to 15 feet. Thus, decreasing the minimum setback of 30 feet, to 15 feet from the south property boundary/ Iona Lane right of way.

Side Yard – Interior : No Change

Decks, Porches, and/or Patios: Change the minimum setback of 30 feet to 15 feet from the rear (North, West, and East) boundary lines.

By changing the PUD to read as stated above, all of the encroachments, except for 2766 Cohansey Circle, will be eliminated.

The legal description of the property included is : Lots 1-8, Block 1, Owasso Ridge Addition.

See Aerial Photo for clarification.

Owasso Ridge Homeowners Association, Inc.
Open House Feedback

Open House Held 4/21/2009 6-8 PM at Roseville City Hall
120 + Invitations Sent Out
5 People Attended (Besides Owasso Ridge Board Members)
2 People Had Concerns (See Below)

Name: Cindy Doffing / Brian Doffing

Street Address: _____

Home Phone Number: _____

Comments: My concern if the minimum setback is changed from 30 to 15 feet would be that the individual units ~~could have~~ could expand / add very large additions. (which would be very close to the street and/or lot line(s)).

Name: Mark Hature

Street Address: _____

Home Phone Number: _____

Comments: I MY CONCERN ABOUT A REDUCTION OF THE SETBACK IS THAT IT WILL PERMIT CONSTRUCTION IN THE FUTURE WITHIN FIFTEEN FEET OF PROPERTY LINES. IS ANOTHER WAY TO ACCOMPLISH THE ASSOCIATION'S GOALS TO LEAVE THE SETBACK AS-IS BUT GRANT A VARIANCE THAT COVERS THE STRUCTURES THAT ARE CURRENTLY NON-COMFORMING?

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 14th day of September 2009 at 6:00 p.m.

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

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

**RESOLUTION NO. _____
A RESOLUTION APPROVING THE VACATION OF CERTAIN PUBLIC UTILITY
AND DRAINAGE EASEMENTS ON PROPERTY WITHIN OWASSO RIDGE,
2765 TO 2780 COHANSEY CIRCLE (PF09-007).**

WHEREAS, the Owasso Ridge Home Owners Association (ORHOA) has requested the VACATION of CERTAIN PUBLIC UTILITY and DRAINAGE EASEMENTS that lie within the common area of the Association and/or Lot 8; and

WHEREAS, the Public Works Department has determined that a portion of the existing utility and drainage easement can be vacated; and

WHEREAS, said following UTILITY and DRAINAGE EASEMENT is to be vacated in their entirety:

That part of the utility and drainage easement as described over and across Lot 8, Block 1, OWASSO RIDGE, on file and of record in the Office of the Registrar of Titles, Ramsey County, Minnesota, described as follows:

Beginning at the southwest corner of Lot 1, Block 1 OWASSO RIDGE; thence on an assumed bearing of South 89 degrees 23 minutes 27 seconds West, along the westerly extension of the south line of said Lot 1, a distance of 15.00 feet; thence North 00 degrees 36 minutes 33 seconds West 267.25 feet; thence North 89 degrees 23 minutes 27 seconds East 302.80 feet; thence South 00 degrees 36 minutes 33 seconds East 267.25 feet; thence South 89 degrees 23 minutes 27 seconds West 15.00 feet to the southeast corner of Lot 7, Block 1, OWASSO RIDGE; thence North 00 degrees 36 minutes 33 seconds West along the east lines of Lots 5, 6, and 7 of said Block 1, a distance of 252.25 feet to the northeast corner of said Lot 5; thence South 89 degrees 23 minutes 27 seconds West along the north lines of Lots 3, 4, and 5 of said Block 1, a distance of 272.79 feet to the northwest corner of Lot 3; thence South 00 degrees 36 minutes 33 seconds East along the west line of Lots 1, 2 and 3, a distance of 252.25 feet to the point of beginning.

Attachment E

WHEREAS, on June 3, 2009, the Roseville Planning Commission held the duly noticed public hearing regarding the UTILITY and DRAINAGE EASEMENT VACATION requested by the ORHOA and voted 7-0 to recommend approval of the VACATION based on the information contained in the project report dated June 3, 2009;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to grant the VACATION of certain PUBLIC UTILITY and DRAINAGE EASEMENT.

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

and the following voted against:

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – ORHOA Easement Vacation – PF09-007

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY) SS
)
CITY OF ROSEVILLE)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 14th day of September 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 14th day of September 2009.

William J. Malinen, City Manager

(Seal)

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

_____ day of _____ 2009

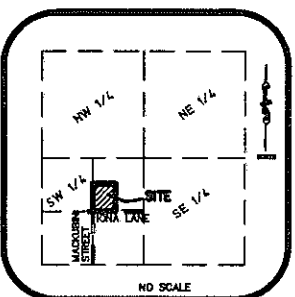
by: William J. Malinen

Notary Public

OWASSO RIDGE SECOND ADDITION

Attachment F

VICINITY MAP
SECTION 1, TOWNSHIP 29, RANGE 23



KNOW ALL MEN BY THESE PRESENTS: That Owasso Ridge Association, Inc., a Minnesota corporation, owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

Lot 8, Block 1, OWASSO RIDGE, Ramsey County, Minnesota.

Has caused the same to be surveyed and plotted as OWASSO RIDGE SECOND ADDITION and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said Owasso Ridge Association, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Owasso Ridge Association, Inc.

John Scheller, President

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by John Scheller, as President of Owasso Ridge Association, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public, _____ County, Minnesota

My Commission Expires _____

I, John A. Rango, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

John A. Rango, Land Surveyor
Minnesota License No. 25344

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____, by John A. Rango, a Licensed Land Surveyor.

Notary Public, _____ County, Minnesota

My Commission Expires _____

City of Roseville
We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of Roseville, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

_____, Mayor _____ City Clerk

Department of Property Records and Revenue
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered this _____ day of _____, 20____.

_____, Director By _____ Deputy

County Surveyor
I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this _____ day of _____, 20____.

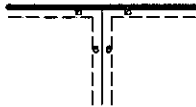
Michael D. Flabiger, P.L.S.
Ramsey County Surveyor

Registrar of Titles,
County of Ramsey, State of Minnesota.
I hereby certify that this plat of OWASSO RIDGE SECOND ADDITION was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____ as Document Number _____.

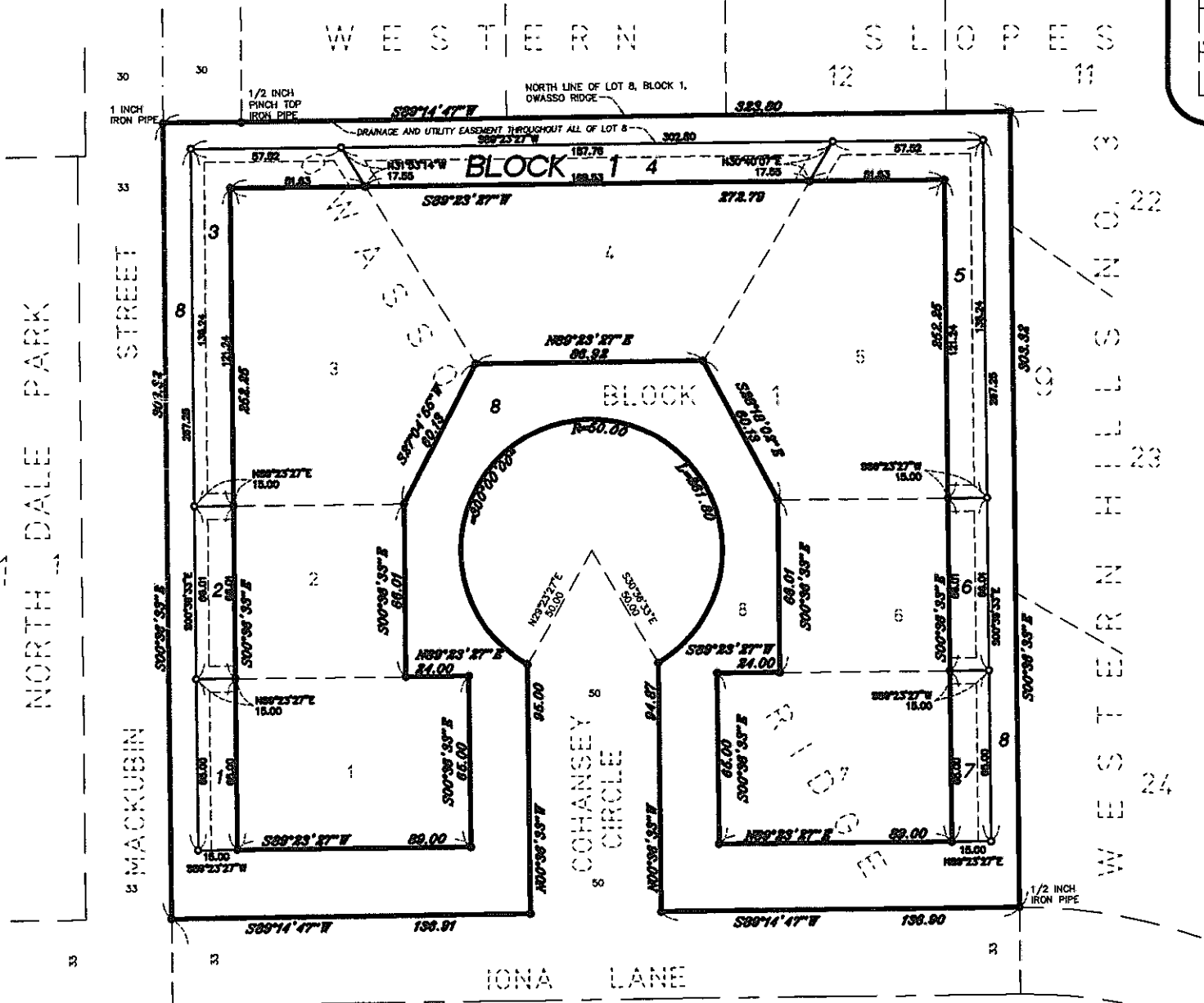
Deputy Registrar of Titles

EASEMENT DETAIL:

Drainage and Utility easements are shown thus:



Being 5 feet in width and adjoining all side and rear lot lines unless otherwise indicated on the plat.



SW CORNER OF
SECTION 1, TOWNSHIP 29,
RANGE 23.

S89°30'32\"

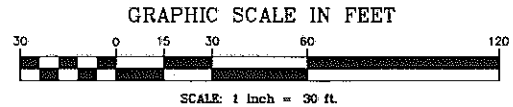
SOUTH LINE OF THE
SW 1/4 OF SECTION 1

S89°30'32\"

SOUTH 1/4 CORNER OF
SECTION 1, TOWNSHIP 29,
RANGE 23.

For the purposes of this plat the north line of Lot 8, Block 1, OWASSO RIDGE is assumed to bear South 89 degrees 14 minutes 47 seconds West.

- DENOTES 1/2 INCH IRON PIPE FOUND, MARKED RLS NO. 41578 (UNLESS OTHERWISE NOTED)
- DENOTES 1/2 INCH BY 18 INCH IRON PIPE SET, MARKED RLS NO. 25344
- ⊕ DENOTES RAMSEY COUNTY CAST IRON MONUMENT



NORTH



PROPOSED SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This document represents the second amendment to the Declaration of Covenants, Conditions, and Restrictions of Owasso Ridge Addition as of the date hereof, by all of the owners of Lots 1 – 8, Block 1 Owasso Ridge Addition. It is made as of the date hereof by Jan and Martyna Werner, husband and wife, Charles J. Fish and Patricia A. Fish, husband and wife, Eugene D. Schmidt and Linda D. Schmidt, husband and wife, Joyce Boss, a single person, John Scheller, a single person, Thomas L. Bottensek and Sharon K. Bottensek, husband and wife, and Tian Jun Li and Jianling Yuan, husband and wife.

WHEREAS, the owners have determined it is in the best interest of the owners to amend the Declaration and all of the undersigned owners have consented to the amendment.

NOW, THEREFORE, the Declaration is amended as follows:

1. A new section of 2 and 3 of the Declaration shall be amended to read in its entirety as follows:

Building/Storage Restrictions: The property shall be subject to the following building/storage restrictions:

2A Porches, Decks, Patios, Retaining Walls, and Decorative Walls.

No patios, decks, porches or landscape features (retaining walls or decorative walls) shall be constructed on any lot without prior written approval of the Association. Permits from the City of Roseville are required for patios, decks, ~~and~~ porches and landscape features. All permit applications to the City shall be accompanied by written approval from the Owasso Ridge Homeowner's Association Board. All proposed structures shall conform to the Owasso Ridge Planned Unit Development Agreement #1259 and its amendment document (Exhibit A and B).

2B Buildings and other Structures. No garage, shelter, shed, or outbuilding shall be constructed on any lot without prior written approval of the Association. Permits from the City of Roseville are required for garages, shelters, sheds, and other building structures. All proposed buildings and structures shall conform to the Owasso Ridge Planned Unit Development Agreement # 1259 and its amendment document (Exhibit A and B). No antennas or fences shall be constructed on any lot without written approval of the Association. Permits from the City of Roseville are required for all fences. All fences, if approved, shall be designed or constructed as not to constitute a nuisance or offensive effect on other lots. Mailboxes and driveways shall be uniform and shall be approved by the Association. Maintenance of all buildings and other structure shall be the responsibility of the property owner.

2C Exterior. Any and all changes to the exterior of any house, such as changes to the rooflines, siding, stucco, brick, or wood, shall not be made on any lot without prior written approval of the Association. Permits from the City of Roseville may be required for remodeling.

2D Plans. No fences, building or other structures shall be constructed, or any modifications to the exterior of any house be made until plans and specifications, including color schemes and grading plans, or other information satisfactory to the Association shall be submitted to and approved in writing by the Association. Drainage plans shall be submitted if proposed buildings or other structures may impede the flow of drainage in lot 8. Drainage plans may require approval of the Roseville City Engineer. In passing on submitted plans, specifications, and other requirements, the Associations may take into consideration the suitability of the proposed building or other structure and the material of which it is to be built, to the site to which it is proposed to erect the same, the harmony of such structure with the surroundings, and the effect of the building or other structure as planned on the outlook from adjacent or neighboring property. All plans shall conform to the Owasso Ridge Planned Unit Development Agreement #1259 and its amendment document (Exhibit A and B).

The Association appointed in its annual meeting on February 26, 2009, an Architectural Committee to review owners' applications for building and landscape modifications and report its finding to the Association.

2E Restoration. All lawn and sprinkler system restoration in the lot of an owner who is doing the building or remodeling project and in lot 8 shall be the sole financial responsibility of the owner. All restorations must be completed at the time of completion of the project. Failure to restore within a reasonable time frame post completion will result in the Association completing and assessing the owner.

2F Storage. No boat, boat trailer, house trailer, recreational or other vehicle shall be stored or be permitted to be remain on any of the residential lots, or common lot 8, unless the same is stored or placed in the garage or fully enclosed space, except for a temporary storage period not to exceed 10 consecutive days in duration, with such temporary occurrences not existing more than two times in any one calendar year. Other than temporary vehicle storage, no outside storage of any items or materials shall be permitted without the written consent of the Association.

3 Common Lot 8. Lot 8 shall be designated common area and shall be owned by the Association for the common benefit of owners, subject to reasonable rules and regulations adopted by the Association. Lot 8 also serves as the drainage and utility easement for the development. All new

site improvements shall require site drainage for that specific improvement/lot to be within the designated utility and drainage easement and shall conform to the Owasso Ridge Planned Unit Development Agreement #1259 and its amendment document (Exhibit A and B).

2. Except as amended herein, all other terms and conditions of the Declaration shall remain in full force and effect.

FIRST AMENDMENT to the OWASSO RIDGE PLANNED UNIT DEVELOPMENT AGREEMENT # 1259

This **PLANNED UNIT DEVELOPMENT AGREEMENT**, originally dated March 4, 2002, and amended on June 29, 2009, is entered into between the City of Roseville, a Minnesota municipal corporation, of 2660 Civic Center Drive, Roseville, Minnesota 55113 (“CITY”), and the Owasso Ridge Homeowners Association, 2765, 2766, 2769, 2770, 2775, 2776, and 2780 Cohansey Circle Roseville, MN 55113 (“DEVELOPER”).

The following shall replace the language listed within the original PUD Agreement dated March 4, 2002:

9.3 *Building Setbacks.* The minimum setback for each structure shall be as follows:

Front Yard: A minimum principal structure setback of 5 feet from the front lot line specific lot line or a minimum setback of 27 feet from the street right-of-way line.

Rear Yard: A minimum principal structure setback of 5 feet from the rear lot line or a minimum setback of 15 feet from the property boundary line.

Side Yard – Street (Iona Lane): A minimum principal structure setback of 5 feet from the south side corner lot line of Lots 1 and 7, Owasso Ridge, or a minimum setback of 30 feet from the south property boundary/Iona Lane right-of-way line.

Side Yard – Interior: A minimum principal structure setback of 10 feet from any interior lot line or no less than 20 feet between structures.

Patio, Decks and/or Porch: A minimum patio, deck, and/or porch setback of 15 feet from the west, north, and/or east periphery property line or a 5 foot setback from the individual rear lot line, whichever is greater.

The following shall be added as a new Conditions of Approval:

9.10 *Landscape Features.* The landscape features/retaining walls (including planting beds and driveways) installed within Lot 8 and that lie within the 30 foot wide and 15 foot wide utility and draining easement have been determined to be allowable encroachments that do not impede drainage. No other landscape features/retaining walls (including planting beds and/or driveway expansions) shall be permitted within this existing utility and drainage easement, unless approved by the City Engineer.

9.11 *Building Permits.* A building permit shall be required for any site improvement (patio, deck, porch, landscape feature, building modification) in order to confirm conformance with setback requirements, impervious coverage and any required site drainage improvements. All building permit applications shall be accompanied by written approval from the Owasso Ridge Homeowner’s Association Board.

9.12 *Site Drainage.* Upon review of a building permit for any site improvement (patio, deck,

and/or porch) the City Engineer shall determine whether grading improvements are necessary to properly provide for adequate drainage. All new site improvements shall require site drainage for that specific improvement/lot to be within the designated utility and drainage easement.

9.13 *Patio, deck, and/or porch improvement.* The following minimum standards shall be observed for any new or expanded patio, deck, and/or porch improvement:
Due to lot size constraints and other factors, the general size of a patio, deck, and/or porch shall be 12 feet by 14 feet or 168 sq. ft. in size. Considerations by both the Owasso Ridge Homeowner's Association Board and the Planning Division will be given to larger patios, decks and/or porches.

9.14 *Patio, deck, and/or porch construction materials.* Patios, decks and/or porches shall be constructed with the following products:

Patios shall be constructed of concrete, natural stone, pavers, or decorative blocks. However, the Owasso Ridge Homeowner's Association Board may consider other durable all-weather materials as well.

Decks shall be constructed of cedar or other decay resistant wood, or a man-made all-weather material.

Porches shall be constructed to match the existing home, including windows, siding and roof shingles.

EFFECTIVE DATE of FIRST AMENDMENT to the OWASSO RIDGE PUD AGREEMENT:

This Amendment shall be effective upon completion of all of the following:

- a. Passage and recording of the revised seven lot subdivision plat.
- b. Execution of this agreement by the CITY and the DEVELOPER.
- c. Recording of this agreement with Ramsey County.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF ROSEVILLE

By: _____
Craig Klausing, Mayor

By: _____
William J. Malinen, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF ROSEVILLE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Craig Klausing and be William J. Malinen, respectively the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

THE HOME OWNERS OF THE OWASSO RIDGE HOME OWNERS ASSOCIATION

By: _____
Jay and Martyna Werner,
Owner of Lot 1, Block 1, Owasso Ridge, 2765 Cohansey Circle

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Jay and Martyna Werner, owner of Lot 1, Block 1, Owasso Ridge, 2765 Cohansey Circle.

NOTARY PUBLIC

By: _____
John Scheller
Owner of Lot 7, Block 1, Owasso Ridge, 2766 Cohansey Circle

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by John Scheller owner of Lot 7, Block 1, Owasso Ridge, 2766 Cohansey Circle.

NOTARY PUBLIC

By: _____
Charles and Patricia Fish
Owner of Lot 2, Block 1, Owasso Ridge, 2769 Cohansey Circle

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Charles and Patricia Fish owner of Lot 2, Block 1, Owasso Ridge, 2769 Cohansey Circle.

NOTARY PUBLIC

By: _____
Tian Jun Li and Jianling Yuna,
Owner of Lot 6, Block 1, Owasso Ridge, 2770 Cohansey Circle

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Tian Jun Li and Jianling Yuna owner of Lot 6, Block 1, Owasso Ridge, 2770 Cohansey Circle.

NOTARY PUBLIC

By: _____
Eugene and Linda Schmidt
Owner of Lot 3, Block 1, Owasso Ridge, 2775 Cohansey Circle

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Eugene and Linda Schmidt owner of Lot 3, Block 1, Owasso Ridge, 2775 Cohansey Circle.

NOTARY PUBLIC

By: _____
Joyce Boss
Owner of Lot 5, Block 1, Owasso Ridge, 2776 Cohansey Circle

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, Joyce Boss owner of Lot 6, Block 1, Owasso Ridge, 2776 Cohansey Circle.

NOTARY PUBLIC

By: _____
Thomas and Sharon Bottensek
Owner of Lot 4, Block 1, Owasso Ridge, 2780 Cohansey Circle

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, Thomas and Sharon Bottensek owner of Lot 1, Block 1, Owasso Ridge, 2780 Cohansey Circle.

NOTARY PUBLIC

THIS INSTRUMENT DRAFTED BY:

City of Roseville
2660 Civic Center Drive
Roseville, Minnesota 55113

This document conforms to the City requirements for form.

By: _____
Jay Squires, City Attorney

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 09/21/2009
Item No.: 7.h

Department Approval



City Manager Approval



Item Description: Adopt A Resolution Supporting Aeon's Application to Minnesota Housing for the Sienna Green Phase II Project

1.0 BACKGROUND

1.1. Minnesota Housing Finance Authority (MHFA) is soliciting applications for project eligible to receive affordable housing tax credits. Aeon, the developer of Sienna Green Phase II (formerly Har Mar Apartments), is applying for credits in order to finance the construction of the new 50-unit affordable apartment building.

1.2. Aeon has requested a resolution of support from the Roseville City Council to include with its application package. Attachment A is a draft resolution of support.

2.0 POLICY OBJECTIVE

2.1. By supporting Aeon's application to MHFA for housing tax credits, the City is taking a proactive step to help leverage external funds to assist Aeon's efforts to rehabilitate and stabilize the Sienna Green site.

3.0 FINANCIAL IMPACTS

3.1. There is no fiscal impact to the City by supporting Aeon's tax credit application.

4.0 STAFF RECOMMENDATION

4.1 Staff recommends that the City Council adopt the resolution supporting Aeon's tax credit application.

5.0 REQUESTED COUNCIL ACTION

5.1 By resolution, support Aeon's application for Minnesota Housing Finance Agency funding for the development of Sienna Green Phase II.

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A. Draft Resolution of Support

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 21st day of September, 2009, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION NO. XXXXX

**RESOLUTION SUPPORTING AEON'S APPLICATION FOR MINNESOTA
HOUSING FINANCE AGENCY FUNDING FOR THE DEVELOPMENT
OF SIENNA GREEN PHASE II**

WHEREAS, applications are being accepted by Minnesota Housing Financing Agency for multi-family housing funds on October 1, 2009; and

WHEREAS, one of the goals of Roseville's 2030 Comprehensive Plan (preliminarily approved) is to provide a wide variety of housing options in order to retain and attract a diverse mix of people and family types with varying economic statuses, ages, and abilities; and

WHEREAS, the 2030 Comprehensive Plan (preliminarily approved) includes a policy to partner with regional, state, and federal agencies; other cities/HRAs; nonprofit groups; and private-sector developers to provide high-quality, affordable housing to accommodate the City's share of regional affordable-housing needs; and

WHEREAS, Aeon's proposal for Sienna Green includes the development of new affordable housing opportunities in Roseville; and

WHEREAS, the proposed project is within an existing redevelopment district of the City of Roseville's adopted Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that the Members of the City Council, in and for the City of Roseville, support Aeon's application for Minnesota Housing Finance Agency funding for the development of the Sienna Green Phase II located at 2225-2265 Snelling Avenue in Roseville.

46

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

48

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

50

51 and the following voted against the same: none.

52

53 WHEREUPON said resolution was declared duly passed and adopted.

54 *Resolution – Support of Sienna Green Phase II*

55
56 STATE OF MINNESOTA)
57) ss
58 COUNTY OF RAMSEY)

59
60
61 I, the undersigned, being the duly qualified City Manager of the City of Roseville,
62 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared
63 the attached and foregoing extract of minutes of a regular meeting of said City Council
64 held on the 21st day of September, 2009 with the original thereof on file in my office.

65
66 WITNESS MY HAND officially as such Manager this 21st day of September, 2009.

67
68
69
70 _____
71 William J. Malinen, City Manager

72
73 (Seal)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/21/09
Item No.: 11.a

Department Approval

DB

City Manager Approval

W. Mahinen

Item Description: Public Hearing for the Project to be assessed in 2009

BACKGROUND

On August 24, 2009, the City Council set a date to hold a public hearing for the purpose of establishing special assessments for City Project P-07-02: 2007 PMP, Neighborhood 10 Reconstruction. It is suggested that the public hearing be conducted according to the attached agenda.

At the assessment hearing, staff will go through a brief presentation that will include a description of the project, project financing, and a discussion of typical assessments for properties benefiting from these improvements. Staff will summarize the City assessment policy and how it has been applied to this project.

It is suggested that if property owners have individual concerns about the quality of construction as part of the project or specific information about project deficiencies, these should be referred to the Engineering Department. Typically, these kinds of complaints relate to quality of finished construction and are covered under the one-year contract warranty period. Correction of these types of problems should not delay the adoption of assessment rolls.

Following past Council policy, if questions come up regarding specific assessments or if amendments to the assessment rolls are necessary, the hearing can be continued to the next council meeting for final adoption. However, since this year's assessment roll only includes 18 parcels, staff suggests that the hearing be handled at a single council meeting. If necessary, the hearing can be continued if the Council would like staff to investigate concerns brought up during the Public Hearing.

This project has been completed in accordance with the plans and specifications and there are no major problems with construction according to our final review.

POLICY OBJECTIVE

It is the City's policy to assess a portion of street reconstruction costs. The City follows the requirements of Chapter 429 of state statute for the assessment process. The proposed assessment roll has been prepared in accordance with Roseville's assessment policy and is consistent with the recommendations in the feasibility report prepared for this project. Once the Preliminary Assessment Roll has been prepared, the next step in the process is to hold a public hearing.

After the Public Hearing, the City Council adopts the assessment roll making it final. The City allows for a 30-day pre-payment period after the roll adoption. Following the pre-payment

period, assessment rolls are certified to Ramsey County for collection. The City will have the rolls certified by early November in order to allow the County enough time to add the assessments to property taxes.

FINANCIAL IMPACTS

Attachment A is a Project Financing Summary detailing the feasibility report and actual project costs for this improvement. This project was financed using assessments, utility funds, and street infrastructure funds.

The final assessment roll has been prepared in accordance with Roseville's assessment policy and as outlined in the project feasibility report. The preliminary assessment roll is attached and will be presented in detail at the assessment hearing.

STAFF RECOMMENDATION

Approve the attached resolution adopting and confirming the 2009 assessments. The 2009 assessment process is suggested to proceed according to the following schedule:

August 10	Approve Resolution declaring costs to be assessed, and ordering preparation of assessment roll
August 24	Approve Resolution receiving assessment roll and setting hearing date.
September 1	Notice of hearing published in the <i>Roseville Review</i>
September 8	Mail notices to affected property owners
September 21	Assessment hearing- adoption of assessment roll
Sept 22- Oct 23	Prepayment of assessments (30 days)
Oct 25-30	Tally of final assessment roll
November 2	Certification of assessment rolls to Ramsey County

If necessary, the assessment public hearing can be continued to the September 28, 2009 City Council meeting to allow staff time to research objections raised at the initial hearing.

REQUESTED COUNCIL ACTION

Approval of a resolution adopting and confirming 2009 assessments for improvements P-07-02.

Prepared by: Debra Bloom, City Engineer

Attachments: A: Project Financing Summary
B: Resolution
C: Preliminary Assessment Roll
D: Agenda for Assessment Public Hearing

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held in the City Hall at 2660 Civic Center Drive, Roseville, Minnesota, on Monday, the 21st day of September, 2009, at 6:00 o'clock p.m.

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

Councilmember Pust introduced the following resolution and moved its adoption:

RESOLUTION

**RESOLUTION ADOPTING AND CONFIRMING
2009 ASSESSMENTS FOR CITY PROJECT P-07-02**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for City Project 07-02, the improvement of the streets in Neighborhood 10;

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

1. The amount proper and necessary to be specially assessed at this time for City Project P-07-02 against every assessable lot, piece or parcel of land affected thereby has been duly calculated upon the basis of benefits, without regard to cash valuation, in accordance with the provisions of Minnesota Statutes, Chapter 429, as amended, and notice has been duly mailed and published, as required by law, that this Council would meet to hear, consider, and pass upon all objections, if any, and said proposed assessment has at all times since its filing been open for public inspection, and an opportunity has been given to all interested persons to present their objections, if any, to such proposed assessments.
2. This Council, having heard and considered all objections so presented, and being fully advised in the premises, finds that each of the lots, pieces, and parcels of land enumerated in the proposed assessment was and is specifically benefited by the construction of said improvement in not less than the amount of the assessment set opposite the description of each such lot, piece, and parcel of land, respectively, and such amount so set out is hereby levied against each of the respective lots, pieces and parcels of land therein.
3. The proposed assessments are hereby adopted and confirmed as the proper special assessments for each of said lots, pieces, or parcels of land, respectively, and the assessment against each parcel, together with interest at the rate of 6.5% per annum accruing on the full amount thereof from time to time unpaid, shall be a lien concurrent with general taxes upon such parcel and all thereof. The total amount of each such assessment shall be payable in equal annual principal installments extending over a period of fifteen (15) years, the first of said installments, together with interest on the entire assessment from the date hereof to December 31, 2009, to be payable with general taxes for the year 2009, collectible in 2010, and one of each of the remaining installments, together with one year's interest on that and all other unpaid installments, to be payable with general taxes for each consecutive year thereafter until the entire assessment is paid.

4. If the adopted assessment differs from the proposed assessment as to any particular lot, piece, or parcel of land, the manager shall mail to the owner a notice stating the amount of the adopted assessment. The manager must also notify affected owners of any changes adopted by the Council in interest rates or prepayment requirements from those contained in the notice of the proposed assessment
5. Prior to the certification of the assessment to the County Auditor, the owner of any lot, piece, or parcel of land assessed hereby may at any time pay the whole of such assessment, with interest to the date of payment, to the City Treasurer, but no interest shall be charged if such payment is made within 30 days after the date of this resolution.
6. The City Manager shall forthwith prepare and transmit to the County Auditor a certified duplicate of the assessment roll, with each installment and interest on each unpaid assessment set forth separately, to be extended upon the property tax lists of the County, and the County Auditor shall thereafter collect such assessments in the manner provided by law.

The motion for the adoption of the foregoing resolution was duly seconded by Council member and upon roll call 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.

City Manager

Project 07-02
Neighborhood 10
Project Financing Summary

		Feasibility Report	Final Cost
1	Reconstruction	\$ 279,553.78	\$ 165,786.96
2	Storm sewer	\$ 71,217.90	\$ 3,214.51
3	Total Construction Cost	\$ 350,771.68	\$ 169,001.47
4			
5	Engineering*	N/A	\$ 32,300.42
6	Total Project Cost	\$ 350,771.68	\$ 201,301.89
7			
8	Summary of Non-assessable costs		
9	Storm sewer	\$ 71,217.90	\$ 3,214.51
10	Engineering*	N/A	\$ 614.37
11			
12	Total Non- assessable costs	\$ 71,217.90	\$ 3,828.88
13	*Engineering cost estimates included in feasibility report totals		
14			
15	Summary of Assessment Calculations		
16	Assessable Cost	\$ 279,553.78	\$ 196,858.63
17	Assessment Rate	\$ 32.30	\$ 22.75
18	Total Assessable Frontage	2,163.42	2,163.42
19			
20	Total Special Assessments	\$ 69,888.45	\$49,214.66
21			
22	Project Financing Summary		
23	General Fund (Engineering costs)	\$ 34,944.22	\$ 32,300.42
24	Street Infrastructure fund	\$ 185,403.80	\$ 116,572.30
25	Storm Sewer Utility	\$ 60,535.22	\$ 3,214.51
26	Special Assessments	\$ 69,888.45	\$ 49,214.66
27	Total	\$ 350,771.68	\$ 201,301.89

Preliminary Assessment Roll
07-02 Neighborhood 10
08/20/09

Total assessable project cost	\$ 196,858.63
Frontage used to calculate rate	2,163.42
Assessment Rate (100%)	\$ 90.99
Assessment Rate (25%)	\$ 22.75

PIN		ADDRESS	Front Yard	Side Yard	Total Frontage	Assessment	Notes
032923220070	0	Ridgewood	0.00	0.00	0.00	\$ -	No Street Frontage
032923220071	3120	Ridgewood	0.00	0.00	0.00	\$ -	No Street Frontage
032923220072	3116	Ridgewood	100.00	0.00	100.00	\$ 2,274.85	
032923220073	3110	Ridgewood	100.00	0.00	100.00	\$ 2,274.85	
032923220074	3104	Ridgewood	100.00	0.00	100.00	\$ 2,274.85	
032923220075	3100	Ridgewood	100.00	0.00	100.00	\$ 2,274.85	
032923220076	3096	Ridgewood	100.00	0.00	100.00	\$ 2,274.85	
032923220077	3088	Asbury	93.40	12.80	106.20	\$ 2,415.90	Odd lot = 15115/161.82
032923220078	3076	Asbury	97.80	0.00	97.80	\$ 2,224.81	Odd lot = 13852/141.65
032923220079	0	Asbury	34.50	0.00	34.50	\$ 784.82	
032923220080	3101	Ridgewood	127.50	12.80	140.30	\$ 3,191.62	Odd lot = 29403/192.24
032923220081	3111	Ridgewood	127.50	0.00	127.50	\$ 2,900.44	Odd lot = 10759/81.98
032923220082	0	Ridgewood	29.62	0.00	29.62	\$ 673.81	
032923220083	3117	Asbury	100.00	0.00	100.00	\$ 2,274.85	
032923220084	3103	Asbury	200.00	0.00	200.00	\$ 4,549.71	
032923220085	3093	Asbury	100.00	0.00	100.00	\$ 2,274.85	
032923220086	3085	Asbury	100.00	0.00	100.00	\$ 2,274.85	
032923220087	3077	Asbury	100.00	0.00	100.00	\$ 2,274.85	
032923220088	3069	Asbury	100.00	0.00	100.00	\$ 2,274.85	
032923220089	3061	Asbury	127.50	0.00	127.50	\$ 2,900.44	
None	right- of- way	Snelling Avenue	300	0.00	300.00	\$ 6,824.56	City Frontage - 150 feet x 2
TOTAL:			2137.82	25.60	2163.42	\$ 49,214.66	

AGENDA
PUBLIC HEARINGS FOR SPECIAL ASSESSMENTS

COMMENTS THAT SHOULD BE READ INTO THE RECORD:

- A. **Mayor** calls the meeting to order and announces the purpose of the hearing and the format for the meeting.

"This is a public hearing to consider special assessment rolls for various public improvement projects. The projects have been constructed and the decision will be whether the Council wishes to approve the assessment rolls as presented or make modifications to the assessment rates. The hearing will discuss how the project costs will be allocated and what the assessments against benefiting properties will be."

"The Council will consider individual assessment rolls for individual projects at this hearing. The Council may by simple majority vote to approve the assessment rolls for each project."

- B. **City Manager** should make comments regarding number of projects, types of projects, and published and mailed notices. This should include the following language:

"In accordance with Minnesota Statutes, Chapter 429, required published and legal mailed notices have been provided for each of the special assessment public hearings. Legal notices appeared in the City's legal newspaper, Roseville Review, on September 1, 2009. In addition, mailed notices have been sent to each affected property owner in accordance with the statute. Mailed notices were sent on September 8, 2009. Affidavits of mailing are available in the office of the City Engineer."

PROCEDURE FOR EACH PROJECT HEARING:

- A. **City Engineer** introduces the project by reading the project number and giving a brief description of the improvements presents summary of the nature of the improvement, the area involved, final project costs, project financing, and assessments.
- B. **City Manager** reads written statements objecting to assessments from affected property owners in regard to each project.
- D. **Mayor** opens hearing to the public. Speakers are requested to identify themselves and the street address of the property to which they are referring.

The following comments may be appropriate depending on how many people are in attendance.

"In an attempt to provide everyone an opportunity to be heard and yet conduct the hearing in an efficient manner, we suggest that rules be used for the individual hearings for these assessments. The rules will include the following:

Assessment Public Hearing Agenda

Page 2 of 2

1. Individuals should identify themselves by giving their name and address and should speak into the microphone.
2. Try to designate a neighborhood or block spokesperson to represent the area and summarize significant issues.
3. Each speaker should limit questions and comments to two to three minutes.
4. No person will be heard for a second time until all interested persons who wish to speak have had an opportunity to do so.
5. A maximum of 30 minutes will be allowed for questions and comments for residents unless significant major issues develop.

E. **Mayor** closes hearing.

After all citizen comments have been completed the mayor should indicate that the public hearing is closed and turn the hearing over to the City Council for action.

F. **Council** action on improvement.

The Council should continue all assessment hearings to September 28, 1998, to allow staff adequate time to review questions or complete additional research.

Date: 9/21/09

Item: 12.a

Adopt Assessment Rolls

No Attachment

See 11.a

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 09/21/09
Item No.: 12.b

Department Approval

City Manager Approval



Item Description: Award Bid for the Watermain Replacement Project- Churchill St. and Oxford St.

BACKGROUND

City Project W-08-10 Watermain Replacement Project consists of the construction of watermain in the City right-of-way along Lexington Avenue between Woodhill Avenue and Judith Avenue right-of-way and Churchill Street between Woodhill Avenue and County Road C-2. This will replace two existing watermain lines that are located along the shared lot line of homes between Lexington and Churchill and between Churchill and Oxford Street that have a history of recent breaks with property damage. The construction of the new watermain will use trenchless technologies; these single family backyards have fences, sheds, mature trees, lawns, and gardens that would be torn up if we pursued a traditional open cut replacement project. By relocating the water main from the rear yards to the City right-of-way, City crews will be able to access the water main for future maintenance without disturbing the back yards. Also, the water main will be constructed of more durable high density polyethylene pipe (HDPE) than the existing, aged, cast-iron pipe, reducing or eliminating future breaks and inconveniences to residents as our customers.

This project will require the City's contractor to access private property in order to reconnect the individual water services to the City's main. Since August, the City has been working to obtain waivers of trespass to allow the contractor access to complete this work. To date, City staff has obtained permission from 57 of 64 properties, and is following up with the remaining property owners. Permission to access private property is needed from the property owners in order to complete this project.

Following the bid award, the schedule for the project is for construction to begin as soon as possible. The contractor will be required to complete the watermain construction and service connections by November 26, 2009. Final restoration must occur by June 1, 2010.

POLICY OBJECTIVE

It is city policy to keep utility infrastructure in good operating condition, utilizing current construction technologies that keep service disruption during construction to a minimum. Based on past practice, the City Council has awarded contracts to the lowest responsible bidder. We will provide bid results to the City Council at the September 21, 2009 meeting and make a recommendation regarding the project at that time.

Based on past practice, the City Council has awarded contracts to the lowest responsible bidder.

34 In this case the lowest bidder is GM Contracting, Inc., of Lake Crystal, Minnesota.

35 **FINANCIAL IMPACTS**

36 We received six bids for the Watermain Replacement Project. Bids were opened on September
37 15, 2009. The low bid submitted by GM Contracting, Inc., \$588,399.99, is within the budgeted
38 amount for this project. This work is funded in the Watermain Infrastructure Funds. The
39 following is a list of bids received:

40

BIDDER	AMOUNT
GM Contracting, Inc.	\$588,399.99
Dave Perkins Contracting, Inc.	\$599,680.00
Burschville Construction, Inc.	\$629,970.00
Michels Corporation	\$682,786.00
Penn Contracting, Inc.	\$855,227.00
Ellingson Drainage, Inc.	\$997,987.20

41

42 **REQUESTED COUNCIL ACTION**

43 Motion adopting a resolution awarding a bid for the Watermain Replacement Project in the amount
44 of \$588,399.99 to GM Contracting, Inc.

Prepared by: Kristine Giga, Civil Engineer

Attachments: A: Resolution

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held in the City Hall at 2660 Civic Center Drive, Roseville, Minnesota, on Monday, the 21st day of September, 2009, at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

**RESOLUTION
RESOLUTION AWARDED BIDS
FOR WATERMAIN REPLACEMENT PROJECT**

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Tuesday, September 15, 2009, at 11:00 a.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

BIDDER	AMOUNT
GM Contracting, Inc.	\$588,399.99
Dave Perkins Contracting, Inc.	\$599,680.00
Burschville Construction, Inc.	\$629,970.00
Michels Corporation	\$682,786.00
Penn Contracting, Inc.	\$855,227.00
Ellingson Drainage, Inc.	\$997,987.20

WHEREAS, it appears that GM Contracting, Inc., of Lake Crystal, Minnesota, is the lowest responsible bidder at the tabulated price of \$588,399.99 and

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

1. The Mayor and Manager are hereby authorized and directed to enter into a contract with GM Contracting, Inc., for \$588,399.99 in the name of the City of Roseville for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.
2. The City Manager is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids except the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.

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

1 The motion for the adoption of the foregoing resolution was duly seconded by
2 Councilmember and upon vote being taken thereon, the following voted in favor thereof:
3 and the following voted against the same:
4

5 Whereupon said resolution was declared duly passed and adopted.
6
7
8
9

10
11 STATE OF MINNESOTA)
12) ss
13 COUNTY OF RAMSEY)
14
15
16

17 I, the undersigned, being the duly qualified City Manager of the City of Roseville,
18 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the
19 attached and foregoing extract of minutes of a regular meeting of said City Council held on
20 the 21st day of September, 2009, with the original thereof on file in my office.
21

22 WITNESS MY HAND officially as such Manager this 21st day of September, 2009.
23
24

25 _____
26 William J. Malinen, City Manager
27

28 (SEAL)
29
30

REQUEST FOR COUNCIL ACTION

Date: 09/21/2009
Item No.: 12.c

Department Approval



City Manager Approval



Item Description: Approve Contract with Braun Intertec to Undertake Remedial Planning for the Twin Lakes Phase II Public Infrastructure

1.0 BACKGROUND

With Phase I of the public improvements in the Twin Lakes project area nearing completion, staff would like to begin planning for the implementation of the second phase of improvements with the goal to construct these improvements during the 2010 construction season. As shown in Attachment A, the Phase II improvement would include continuing Twin Lakes Parkway from the westerly roundabout at Mount Ridge Road to the easterly roundabout at Prior Avenue, constructing the roundabout, and reconstructing Prior Avenue. This project would also include the construction of the associated public utilities, streetscape, and pedestrian facilities.

Based on the 60-percent Construction Plans, actual land purchase prices, and estimated land purchase prices, the estimated cost of completing Phase II is \$3.46 million, which includes \$1.06 million in land acquisition, \$480,000 in engineering and oversight services, \$208,000 in environmental remediation costs, and \$1.71 million in construction costs. The City has already incurred approximately \$897,000 in land acquisition costs as part of the land purchase in summer 2009, which leave approximately \$2.57 million to fund.

Fundraising for this project has already commenced. In July 2009, the U.S. House of Representatives included an allocation of \$1 million in its 2010 appropriations bill. This appropriation was not included in the Senate's version of the bill. The City is working to ensure that these funds make it out of committee and into the final appropriations package. In addition, in August 2009, the City Council authorized staff to submit a \$1 million grant application on behalf of this project to the Minnesota Department of Employment and Economic Development.

Staff plans to continue seeking external funds for this project. Several funders, including the Minnesota Department of Employment and Economic Development, the Metropolitan Council, and Ramsey County, are soliciting grant applications for environmental cleanup. These applications are due on November 2, 2009. In order to be eligible to apply for these funds, the City must submit a Response Action Plan (RAP) and/or Development Response Action Plan (DRAP) with the application that has been approved by the Minnesota Pollution Control Agency's Voluntary Investigation and Cleanup (VIC) Program.

Staff has requested a proposal from Braun Intertec to enroll the Phase II area into the VIC program and undertake the development of a RAP. Braun has estimated that this work will cost \$6,500 to complete.

30 The development of a RAP will be necessary in order to undertake the construction of the parkway
31 regardless of whether or not the City applies for grant dollars. The benefit of completing this step now
32 is it positions the City to apply for grant dollars to offset the environmental cleanup costs.

33 **2.0 POLICY OBJECTIVE**

34 By undertaking the development of the RAP, the City is positioning itself to take advantage of regional
35 and state financial resources for environmental cleanup. Policy 4.3 of the Economic Development and
36 Redevelopment Chapter of the 2030 Comprehensive Plan (preliminarily approved) supports this
37 activity. It states: “Foster environmental remediation of polluted property through partnerships with
38 property owners and funding agencies.”

39 **3.0 FINANCIAL IMPACTS**

40 The City is not impacting the general fund by authorizing this \$6,500 expenditure. Environmental
41 assessment is an eligible tax increment expense. The City can use existing tax increment balances to
42 pay for this activity.

43 **4.0 STAFF RECOMMENDATION**

44 Staff recommends that the City Council approve the \$6,500 expenditure for the development of a RAP
45 for the environmental remediation of the right of way upon which the Phase II infrastructure
46 improvements will be constructed. A RAP will be needed prior to construction. Undertaking its
47 development now allows the City to work with regional and state agencies to leverage outside resources
48 for this work.

49 **5.0 REQUESTED COUNCIL ACTION**

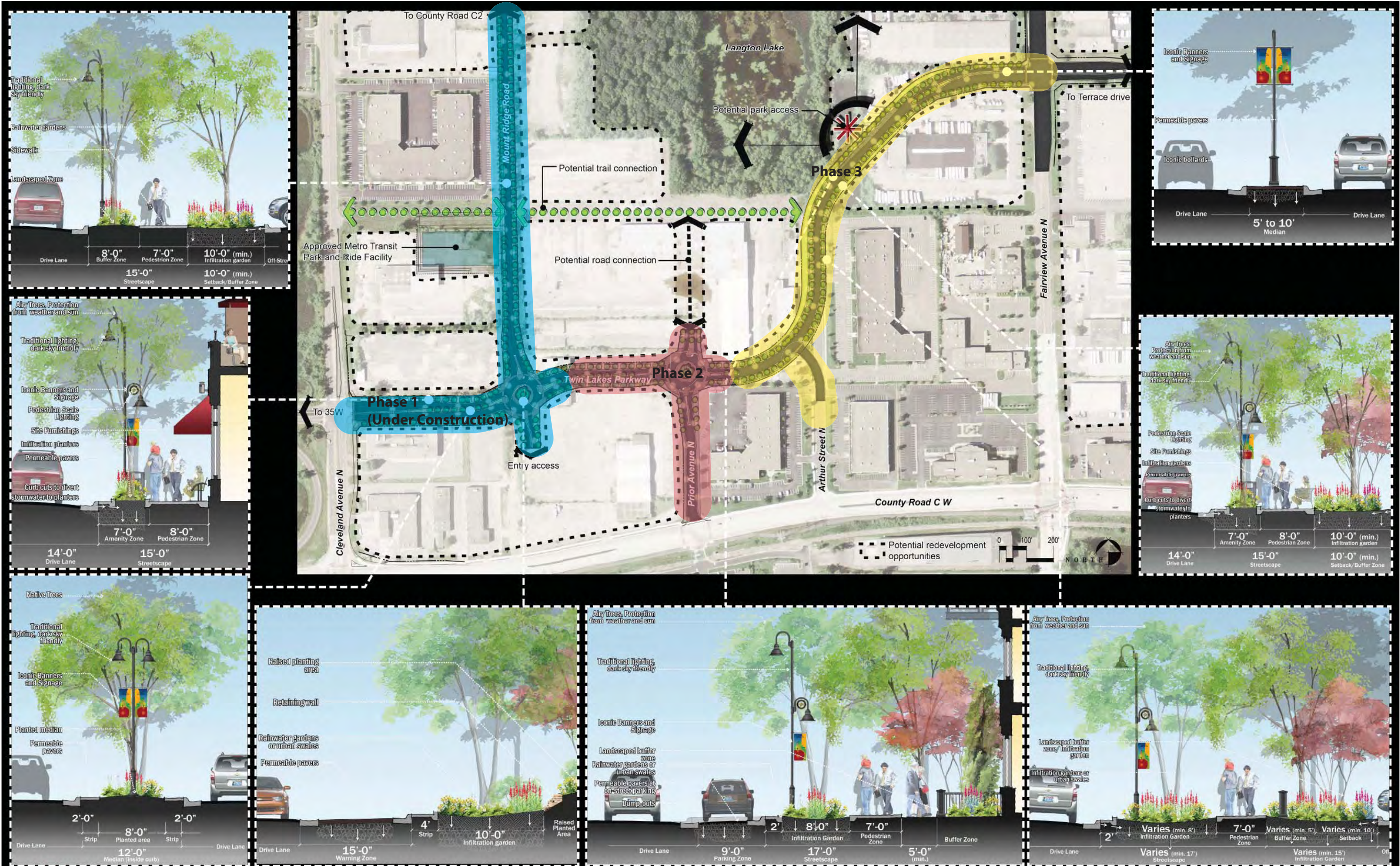
50 Approve a \$6,500 contract with Braun Intertec to enroll the Twin Lakes Phase II infrastructure area into
51 the Voluntary Cleanup and Investigation Program and undertake the development of a Response Action
52 Plan

53

54

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Map depicting proposed project
B: Proposal prepared by Braun Intertec





Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

September 9, 2009

Proposal BL-08-02387.F

Ms. Deb Bloom, City Engineer
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Re: Proposal to Prepare a Response Action Plan
Second Phase of Construction of Twin Lakes Parkway
Mount Ridge Road to Prior Avenue
Roseville, Minnesota

Dear Ms. Bloom:

Braun Intertec has prepared this proposal to prepare a response action plan (RAP) to provide for the appropriate management of petroleum- and non-petroleum-contaminated soil and perched (shallow) groundwater that is likely to be encountered during the proposed second phase of construction of Twin Lakes Parkway located between Mount Ridge Road and Prior Avenue (Site).

Based on previous investigations performed at the Site by Braun Intertec and others, both petroleum- and non-petroleum-related contamination is likely to be encountered in both soils and perched groundwater during the proposed roadway construction activities at the Site.

The RAP will be submitted for review and approval to both voluntary programs within the Minnesota Pollution Control Agency (MPCA). The Voluntary Investigation and Cleanup (VIC) Program, which manages non-petroleum contamination, and the Petroleum Brownfields (PB) Program, which manages petroleum-related contamination.

In addition to preparing a RAP for the proposed Site activities, Braun Intertec will assist the City in preparing an enrollment application for the MPCA VIC and PB Programs.

Costs

We will furnish the services described herein on an hourly and unit cost basis. Based on our current understanding of the Site conditions and the assumptions stated in this proposal, we project the total cost to perform the Scope of Services will be about \$6,500. Although the actual cost may be more or less than the estimated cost, the estimated cost will not be exceeded without additional authorization from you. The estimated cost breakdown by activity is listed below.

Service Description	Cost Estimate
Preparation of a MPCA VIC and PB Program Application	\$ 500
Preparation of a RAP for MPCA Approval	\$3,500
Correspondence with MPCA to provide project details and edits to RAP	<u>\$2,500</u>
Estimated Total	\$6,500

Schedule

Based on our current schedule, we will be able to begin the scope of services within approximately one week of receipt of your authorization. Approximately 14 days will be required to complete the MPCA application and RAP. The timeframe for receiving approval from the MPCA for the RAP is estimated between 30 and 45 days from the date of submittal.

Acceptance of Proposal

Braun Intertec appreciates the opportunity to present this proposal to you. It is being presented in duplicate so if it is acceptable, the original can be retained for your records and ***the copy can be signed and returned to us electronically, by fax, or U.S. Mail in its entirety, including the General Conditions***, as written authorization to proceed. We will begin the project upon receipt of your authorization.

The estimated cost of \$6,500 presented in this proposal is based on the scope of services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. If the project is not authorized within 30 days, we may need to modify the proposal. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, revising the proposal may be required for completion of the remaining tasks. Payment for services is due upon receipt of invoice, with interest added to unpaid balances after 30 days. The attached General Conditions are a part of this proposed contract.

If you have questions concerning the contents of this proposal or the project in general, please call Jason Kunze at 952.995.2436.

Sincerely,

BRAUN INTERTEC CORPORATION



Jason J. Kunze
Senior Scientist


for Michael L. Bratrud, PG
Principal

Attachment:
General Conditions for City of Roseville (4-29-09)

Authorization to Proceed:

Please proceed according to the described scope of services:

Authorizer's Firm

Authorizer's Name (please print or type)

Authorizer's Signature

Authorizer's Title

Date

property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 You agree that our aggregate liability will not exceed \$5,000,000.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

4-29-09

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

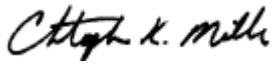
3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your

REQUEST FOR COUNCIL ACTION

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

Department Approval

City Manager Approval



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

BACKGROUND

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

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

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

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

28 **REQUESTED COUNCIL ACTION**

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

31

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



Springsted

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380 Jackson Street, Suite 300
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www.springsted.com

MEMORANDUM

TO: Chris Miller, Finance Director

FROM: Nick Dragisich

DATE: September 8, 2009

SUBJECT: Financial Planning Assistance

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

Background

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

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

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

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

Methodology

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

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

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

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

Budgeted Cost of Services

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

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

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

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

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

Administration Services

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

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

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

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

Finance Services

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

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

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

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

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

Service Level Standards/Benchmarks

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

Public Works Services

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

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

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

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

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

*FTE count does not include Temporary Employees

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

Service Level Standards/Benchmarks

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

Park and Recreation Services

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

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

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

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

*FTE count does not include Temporary Employees

Police Services

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

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

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

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

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

Service Level Standards/Benchmarks

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

*Minnesota average is 48%

** Results of 2009 Community Outreach Meetings Surveys

Fire Services

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

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

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

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

*FTE count does not include 62 Temporary Firefighters

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

Service Level Standards/Benchmarks

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

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

Appendix A: Position Profile – City Manager

<i>Services</i>	Number of FTE's (not including seasonal or temporary employees)	Percent of general fund time performing service (FTE's only)	Number of Seasonal or Temporary Employees	Percent of general fund time performing service
<i>EXAMPLE: Serves as liaison for Human Rights Commission</i>	<i>10</i>	<i>20%</i>	<i>2</i>	<i>80%</i>
Customer/Citizen service				
Direct research				
Establishes goals and objectives of the department; manages workflow and staff, develops and administers budget				
Establishes org. structure				
Evaluates Services, programs or procedures for department efficiency				
Helps to define, establish and attain overall goals and objectives of the department				
Issue permits				
Manages department heads				
Manages use of consultants				
Oversee purchasing and bid letting				
Recommends appropriate fee schedules				
Represents City to the public				
<i>Services, not listed above:</i>				
<i>Other non-service related activities</i>				
Internal Meetings				
External Meetings				
Other				
TOTAL		0%		0%
Notes:				
<i>Total of Column "C" MUST equal 100%.</i>				
<i>If there is anything listed in Column "D", total of Column "E" MUST also equal 100%.</i>				

Appendix A: Position Profile – City Manager (continued)

Services	Level of Service	Equipment Used/Leased
<i>EXAMPLE: Serves as liaison for Human Rights Commission</i>	<i>150 FTE's 2 unions etc.</i>	<i>Basic office equipment</i>
Customer/Citizen service		
Direct research		
Establishes goals and objectives of the department; manages workflow and staff, develops and administers budget		
Establishes org. structure		
Evaluates Services, programs or procedures for department efficiency		
Helps to define, establish and attain overall goals and objectives of the department		
Issue permits		
Manages department heads		
Manages use of consultants		
Oversee purchasing and bid letting		
Recommends appropriate fee schedules		
Represents City to the public		
Services, not listed above:		
Other non-service related activities		
Internal Meetings		
External Meetings		
Other		
TOTAL		
Notes: <i>Total of Column "C" MUST equal 100%.</i> <i>If there is anything listed in Column "D", total of Column "E" MUST also equal 100%.</i>		

City of Roseville - 2010 Budgeting for Outcomes Process

Administration Department

** Also see attached **

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

Finance Department

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

City of Roseville - 2010 Budgeting for Outcomes Process

Public Works Department

** Also see attached **

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

City of Roseville - 2010 Budgeting for Outcomes Process

Parks & Recreation

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

City of Roseville - 2010 Budgeting for Outcomes Process

Police Department

** Also see attached **

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

Fire Department

** Also see attached **

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

City of Roseville - 2010 Budgeting for Outcomes Process

Miscellaneous

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

Customer Service

All staff members respond to telephone, e-mail and in office contacts from residents, businesses and other visitors. In addition, Administration staff provides support to the entire organization through central support of communications, records management, human resources and Council support.

Records Retention

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

Elections

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

Organizational Management

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

City Council

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

City Council Support

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

Advisory Commission Support

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

Human Rights Commission

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

Ethics Commission

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

Legal Services

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

Procurements

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

Personnel Management

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

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

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

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

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

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

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

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

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

Fire Department Service Area Definitions

Citizen Customer Service

Brief Description of Service

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

Procurement

Brief Description of Service

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

Code Enforcement

Brief Description of Service

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

Emergency Management

Brief Description of Service

Involves preparing for disasters before they occur. Disaster response, planning, training and recovery.

Station Duties

Brief Description of Service

Time spent by all staff of the fire department cleaning and general maintenance of three fire stations and fire department vehicles.

Equipment Maintenance

Brief Description of Service

Time spent by all staff of the fire department maintaining department equipment.

Building Maintenance

Brief Description of Service

Time spent by all staff of the fire department maintaining three fire station buildings.

Incident Reports

Brief Description of Service

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

Fire Fighting

Brief Description of Service

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

Fire Prevention

Brief Description of Service

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

Fire Investigation

Brief Description of Service

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

Fire Inspections

Brief Description of Service

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

Emergency Medical Services

Brief Description of Service

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

Training

Brief Description of Service

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

Organizational Management

Brief Description of Service

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