



City Council Agenda

Monday, June 29, 2009

6:00 p.m.

City Council Chambers

(Times are Approximate)

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|-----------|--|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for June: Johnson; Pust; Ihlan; Roe; Klausung |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report |
| 6:15 p.m. | 5. Recognitions, Donations, Communications |
| 6:25 p.m. | 6. Approve Minutes
a. Approve Minutes of June 15, 2009 Meeting |
| 6:30 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Approve Business Licenses
c. Approve Tuberous Sclerosis Alliance One-Day Gambling License
d. Approve General Purchases and Sale of Surplus items in excess of \$5000
e. Adopt a Resolution Approving the Request by Donald Plumb for vacation of a portion of the South McCarrons Boulevard right-of-way adjacent to his residential property at 501 South McCarrons Boulevard (PF09-013)
f. Adopt a Resolution Approving the Request by Twin City Truck Sales for Conditional Use at 2205 County Road C2 to allow sales of light duty utility trailers (PF09-015)
g. Approve Maintenance Agreement for Stormwater Management Facilities between Rice Creek Watershed District and the City of Roseville for Twin Lakes Infrastructure Improvements – Phase I |

- h. Approve a Joint Powers Agreement for Sanitary Sewer Service with the City of Lauderdale
- i. Resolution Approving an Agreement with Minnesota Department of Transportation for Relocation of a Sanitary Sewer Lift Station and Contract for Quit Claim Deed
- j. Approve Bid for replacement of Pavers on Larpenteur Avenue Streetscape
- k. Approve Change Order and Adopt a Resolution to Accept the Work Completed, Authorize Final Payment of \$10,681.25 and Commence the One-Year Warranty Period on the 2007 Storm Sewer Modifications Project
- l. Roseville Energy Conservation Team (REACT) Energy Update
- m. Approve Stipulation with Pikovsky Management LLC and PIK Terminal Company Limited Partnership regarding the acquisition of property for the Twin Lakes Phase I Infrastructure Project

6:40 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

10. Presentations

6:50 p.m. a. Joint Meeting with the Public Works, Environment and Transportation Commission

7:30 p.m. b. Rental Registration Update Presentation

11. Public Hearings

7:45 p.m. a. Public Hearing for Proposed Construction of a Noise Wall along Highway 36 as a part of the Rice Street Interchange Project

8:15 p.m. b. Public Hearing for a Variance to the Noise Ordinance during Construction of a Parking Ramp at 2750 Cleveland Avenue

12. Business Items (Action Items)

8:20 p.m. a. Approve Construction of a Noise Wall along Highway 36 as a part of the Rice Street Interchange Project

8:25 p.m. b. Approve a Variance to the Noise Ordinance during Construction of a Parking Ramp at 2750 Cleveland Avenue

- 8:30 p.m. c. Approve an Agreement with the Roseville Central Park Foundation for a Restroom Facility at the Muriel Sahlin Arboretum
- 8:45 p.m. d. Approve a City Abatement for Unresolved Violation of City Code at 2178 Cohansey Boulevard
- 8:50 p.m. e. Approve a City Abatement for Unresolved Violation of City Code at 190-192 Transit Avenue West
- 8:55 p.m. f. Approve a City Abatement for Unresolved Violation of City Code at 2240 St. Stephen Street
- 9:00 p.m. g. Approve Request by Wellington Management for rezoning of 1126 Sandhurst Drive and 2167 Lexington Avenue to Planned Unit Development and Approve a Planned Unit Development Agreement and Final Planned Unit Development to allow the Construction of a Multi-tenant Commercial Office Property (PF09-003)

13. Business Items – Presentations/Discussions

- 9:15 p.m. a. Discussion on Policy and Procedures related to the Issuance of Conduit Debt

14. City Manager Future Agenda Review

15. Councilmember Initiated Items for Future Meetings

16. Adjourn

Some Upcoming Public Meetings.....

Wednesday	Jul 1	6:30 p.m.	Planning Commission
Monday	Jul 13	6:00 p.m.	City Council Meeting
Monday	Jul 20	6:00 p.m.	City Council Meeting
Tuesday	Jul 21	6:00 p.m.	Housing & Redevelopment Authority
Monday	Jul 27	6:00 p.m.	City Council Meeting
Tuesday	Jul 28	6:30 p.m.	Public Works, Environment & Transportation Commission

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

Date: 6/29/09

Item: 6.a

Minutes of 6/15/09

No Attachment

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/29/2009
Item No.: 7.a

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$982,001.12
55376-55532	\$208,324.68
Total	\$1,190,325.80

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: 06/23/2009 - 3:29 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	06/09/2009	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 5/5 Payroll	8,168.13
0	06/09/2009	Internal Service - Interest	Investment Income	RVA- ACH	April Interest	473.17
0	06/09/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 5/5 Payroll	17,981.30
0	06/09/2009	General Fund	Motor Fuel	MN Dept of Revenue-ACH	April Fuel Tax	116.28
0	06/09/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 5/5 Payroll	29,379.48
0	06/09/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 5/5 Payroll	38,424.70
0	06/09/2009	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 5/5 Payroll	40,871.94
0	06/09/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 5/5 Payroll	23,166.86
0	06/09/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 5/5 Payroll	23,166.86
0	06/09/2009	Water Fund	Water - Roseville	City of Roseville- ACH	May Water	835.10
0	06/09/2009	General Fund	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	9.50
0	06/09/2009	General Fund	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	9.50
0	06/09/2009	General Fund	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	57.00
0	06/09/2009	Recreation Fund	Credit Card Fees	US Bank-ACH	April Terminal Charges	164.56
0	06/09/2009	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	April Terminal Charges	1,072.40
0	06/09/2009	Golf Course	Credit Card Fees	US Bank-ACH	April Terminal Charges	400.32
0	06/09/2009	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	April Terminal Charges	380.12
0	06/09/2009	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 5/19 Payroll	8,203.13
0	06/09/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 5/19 Payroll	18,309.04
0	06/09/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 5/19 Payroll	29,417.78
0	06/09/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 5/19 Payroll	38,317.21
0	06/09/2009	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 5/19 Payroll	41,298.30
0	06/09/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 5/19 Payroll	24,195.68
0	06/09/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 5/19 Payroll	24,195.68
0	06/09/2009	General Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	202.18
0	06/09/2009	General Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	376.86
0	06/09/2009	Information Technology	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	78.91
0	06/09/2009	Info Tech/Contract Cities	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	8.68
0	06/09/2009	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	1,792.93
0	06/09/2009	Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	434.89
0	06/09/2009	Recreation Donations	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	376.58
0	06/09/2009	P & R Contract Maintenance	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax	10.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	06/09/2009	Community Development	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	45.57
0	06/09/2009	License Center	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	626.00
0	06/09/2009	License Center	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	1.00
0	06/09/2009	Police Forfeiture Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	6.95
0	06/09/2009	Police - DWI Enforcement	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	277.23
0	06/09/2009	Equipment Replacement Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	513.26
0	06/09/2009	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	2.74
0	06/09/2009	Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	3,649.63
0	06/09/2009	Water Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	11.03
0	06/09/2009	Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	2,759.00
0	06/09/2009	Golf Course	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	-2.38
0	06/09/2009	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	19.34
0	06/09/2009	Solid Waste Recycle	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax	22.76
0	06/09/2009	General Fund	Postage	Pitney Bowes - Monthly ACH	May Postage	3,000.00
0	06/09/2009	General Fund	210300 - State Income Tax W/H	Wisconsin Dept of Rev-ACH	Payroll Deduction for May Payroll	989.37
0	06/09/2009	Workers Compensation	Parks & Recreation Claims	SFM-ACH	May Work Comp Claims	167.94
0	06/09/2009	Workers Compensation	Police Patrol Claims	SFM-ACH	May Work Comp Claims	3,380.22
0	06/09/2009	Workers Compensation	Motor Vehicle Claims	SFM-ACH	May Work Comp Claims	119.49
0	06/09/2009	Workers Compensation	Street Department Claims	SFM-ACH	May Work Comp Claims	711.84
0	06/09/2009	Workers Compensation	Fire Department Claims	SFM-ACH	May Work Comp Claims	159.54
0	06/09/2009	Workers Compensation	Code Enforcement Claims	SFM-ACH	May Work Comp Claims	1,299.92
0	06/09/2009	General Fund	Salaries - Regular	SFM-ACH	May Work Comp Claims	850.00
Check Total:						390,506.36
0	06/09/2009	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	190,650.93
0	06/09/2009	Telephone	Telephone	FSH Communications-LLC	Payphone Advantage	63.90
0	06/09/2009	Community Development	Training	Jan Rosemeyer	Mileage Reimbursement	22.55
0	06/09/2009	Information Technology	Transportation	Douglas Barber	Mileage Reimbursement	337.70
0	06/09/2009	General Fund	Transportation	Eileen Nutzmann	Mileage Reimbursement	19.80
0	06/09/2009	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections	4,114.00
0	06/09/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	339.07
0	06/09/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	2,115.41
0	06/09/2009	Recreation Fund	Transportation	Jeff Evenson	Mileage Reimbursement	83.60
0	06/09/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	41.99
0	06/09/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-July 2009	2,500.00
0	06/09/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-July 2009	1,700.00
0	06/09/2009	Workers Compensation	Professional Services	SFM Risk Solutions	Work Comp	720.00
0	06/09/2009	TIF District #17-Twin Lakes	Professional Services	Krass Monroe	Twin Lakes Condemnation Services	3,055.00
0	06/09/2009	Water Fund	St. Paul Water	City of St. Paul	Water Usage 3/31-4/30	268,100.56
0	06/09/2009	Housing & Redevelopment	AMiscellaneous	SHI International Corp	Adobe	641.14
0	06/09/2009	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	33,983.64
0	06/09/2009	Boulevard Landscaping	Operating Supplies	Certified Laboratories, Inc.	Streetscape Benches	569.19
0	06/09/2009	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Pest Control Service	106.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	06/09/2009	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Pest Control Service	73.38
0	06/09/2009	General Fund	Contract Maintenance	Adam's Pest Control Inc	Pest Control Service	56.45
0	06/09/2009	General Fund	Contract Maint. - City Garage	Adam's Pest Control Inc	Pest Control Service	106.50
0	06/09/2009	General Fund	Office Supplies	Unisource Worldwide-No Central	Copy Paper	18.81
0	06/09/2009	General Fund	Operating Supplies	Greenhaven Printing	Business Cards	71.88
0	06/09/2009	General Fund	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-4.38
0	06/09/2009	General Fund	Operating Supplies	Greenhaven Printing	Business Cards	71.88
0	06/09/2009	General Fund	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-4.38
0	06/09/2009	General Fund	Operating Supplies City Garage	Eagle Clan Enterprises, Inc	Roll Towels, Soap	348.78
0	06/09/2009	Golf Course	Operating Supplies	Eagle Clan Enterprises, Inc	Roll Towels, Soap	73.49
Check Total:						509,977.39
0	06/18/2009	Equipment Replacement	FunRental - Copier Machines	Ricoh Customer Finance Corp	Copier At Nature Center	471.46
0	06/18/2009	Recreation Fund	Operating Supplies	Hirshfield's Inc.	Paint	25.84
0	06/18/2009	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	76.00
0	06/18/2009	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	58.00
0	06/18/2009	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	38.50
0	06/18/2009	Recreation Fund	Professional Services	Alaina Bean	Assistant Dance Instructor	54.00
0	06/18/2009	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping May 2009	497.56
0	06/18/2009	Recreation Fund	Professional Services	Alaina Bean	Assistant Dance Instructor	76.00
0	06/18/2009	General Fund	Training	Marc Schultz	Reimbursement for Safety Glasses	20.00
0	06/18/2009	Recreation Fund	Operating Supplies	Roxann Maxey	Supplies Reimbursement	30.00
0	06/18/2009	Recreation Fund	Operating Supplies	Roxann Maxey	Supplies Reimbursement	22.31
0	06/18/2009	General Fund	Clothing	Kelly Roberto	Clothing Reimbursement	24.07
0	06/18/2009	General Fund	Training	Thomas Gray	Lunch During Training Reimbursement	49.77
0	06/18/2009	General Fund	Transportation	Eldona Bacon	Mileage Reimbursement	51.70
0	06/18/2009	General Fund	Training	Matt Marshall	Parking Reimbursement	6.00
0	06/18/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 6/16 Payroll	5,504.18
0	06/18/2009	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for June 2009	80.00
0	06/18/2009	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association	Payroll Deduction for June Payroll	1,276.84
0	06/18/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	87.15
0	06/18/2009	Municipal Jazz Band	Professional Services	Glen Newton	Roseville Big Band Director-May	225.00
0	06/18/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	235.67
0	06/18/2009	General Fund	Transportation	Debra Bloom-Heiser	Mileage Reimbursement	161.15
0	06/18/2009	General Fund	Transportation	Debra Bloom-Heiser	Mileage Reimbursement	286.55
0	06/18/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	166.15
0	06/18/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	90.00
0	06/18/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	494.08
0	06/18/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	333.00
0	06/18/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	1,709.00
0	06/18/2009	Housing & Redevelopment A	Training	Jeanne Kelsey	Expense Reimbursement	48.00
0	06/18/2009	Housing & Redevelopment A	Transportation	Jeanne Kelsey	Mileage Reimbursement	88.55
0	06/18/2009	Housing & Redevelopment A	Advertising	George Hornik	Marketing Services Reimbursement	2,437.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	06/18/2009	Housing & Redevelopment	APrinting	George Hornik	Printing Expenses Reimbursement	2,837.44
0	06/18/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	1,300.00
0	06/18/2009	Water Fund	Professional Services	Elecsys International Corp.	UMS Software Support-July 2009	93.33
0	06/18/2009	Water Fund	Use Tax Payable	Elecsys International Corp.	Sales/Use Tax	-5.70
0	06/18/2009	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	260.00
0	06/18/2009	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	260.00
0	06/18/2009	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	178.60
0	06/18/2009	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	97.24
0	06/18/2009	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	425.12
0	06/18/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	414.34
0	06/18/2009	General Fund	Vehicle Supplies	Able Hose & Rubber Inc	Water Suction Hose	86.53
0	06/18/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	247.37
0	06/18/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	69.71
0	06/18/2009	General Fund	Contract Maintenance Vehicles	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	260.62
0	06/18/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	29.79
0	06/18/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	364.15
0	06/18/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	42.23
0	06/18/2009	General Fund	Contract Maintenance	City of St. Paul	Radio Service and Maintenance	43.13
0	06/18/2009	General Fund	Professional Services	City of St. Paul	Wireless and RMS Service-June 2009	4,358.00
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Linder's Greenhouse	Roses	121.92
0	06/18/2009	General Fund	Vehicle Supplies	Cushman Motor Co Inc	2009 Blanket PO for Vehicle Repairs	55.88
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Rollers	8.90
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Painting Supplies	53.26
0	06/18/2009	General Fund	Contract Maintenance Vehicles	Advanced Graphix Inc	Custom Reflective Squad Car Graphics	310.00
0	06/18/2009	Police - DWI Enforcement	Professional Services	Applied Concepts, Inc.	Remote, Tuning Fork Kit, Adapter	3,983.28
0	06/18/2009	Police - DWI Enforcement	Use Tax Payable	Applied Concepts, Inc.	Sales/Use Tax	-241.28
0	06/18/2009	Recreation Fund	Operating Supplies	North Heights Hardware Hank	Painting Supplies	37.15
0	06/18/2009	General Fund	Vehicle Supplies	MacQueen Equipment	2009 Blanket PO for Vehicle Repairs	150.74
0	06/18/2009	General Fund	Motor Fuel	Kath Fuel Oil Service, Inc.	2009 Blanket PO for Fuel	9,311.96
0	06/18/2009	P & R Contract Maintenance	Vehicle Supplies	North Heights Hardware Hank	Fasteners	2.94
0	06/18/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	12.29
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Praxair Distribution -	High End Press	71.22
0	06/18/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	123.70
0	06/18/2009	Police - DWI Enforcement	Professional Services	Jensen, Bell, Converse & Erick	Legal Services Through May 15, 09	700.00
0	06/18/2009	General Fund	Professional Services	Jensen, Bell, Converse & Erick	Legal Services Through May 31, 09	11,284.60
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	31.00
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	31.00
0	06/18/2009	Information Technology	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	62.00
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	61.67
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	682.00
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	31.00
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	31.00
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	62.00
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	62.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	06/18/2009	Recreation Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	31.00
0	06/18/2009	P & R Contract Maintenance	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	93.00
0	06/18/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	31.00
0	06/18/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	31.00
0	06/18/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	31.00
0	06/18/2009	License Center	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	154.67
0	06/18/2009	Sanitary Sewer	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	62.00
0	06/18/2009	Water Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	93.00
0	06/18/2009	Storm Drainage	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	61.67
0	06/18/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	-1,642.01
0	06/18/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-May 2009	4,597.73
0	06/18/2009	General Fund	Contract Maintenance Vehicles	Emergency Apparatus Maint. Inc	Fire Truck Repair	2,511.25
0	06/18/2009	P & R Contract Maintenance	Contract Maintenance	Roseville Plumbing & Heating	Annual RPZ Test	3,087.65
0	06/18/2009	Golf Course	Contract Maintenance	Roseville Plumbing & Heating	Annual RPZ Test	459.72
0	06/18/2009	Recreation Fund	Contract Maintenance	Roseville Plumbing & Heating	Annual RPZ Test	519.43
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Bleach, Nozzles	18.06
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Certified Laboratories, Inc.	Latex Gloves	84.35
0	06/18/2009	License Center	Transportation	Quicksilver Express Courier	Delivery Charges	151.62
0	06/18/2009	General Fund	Utilities	Xcel Energy	Fire #3	517.21
0	06/18/2009	Recreation Fund	Utilities	Xcel Energy	Nature Center	277.18
0	06/18/2009	Water Fund	Utilities	Xcel Energy	Water	50.41
0	06/18/2009	License Center	Utilities	Xcel Energy	Motor Vehicle	461.86
0	06/18/2009	Water Fund	Utilities	Xcel Energy	Water Tower	194.66
0	06/18/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	13.00
0	06/18/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	26.09
0	06/18/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	13.73
0	06/18/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	13.65
0	06/18/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	84.29
0	06/18/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	33.37
0	06/18/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	34.70
0	06/18/2009	General Fund	Office Supplies	Unisource Worldwide-No Central	Copy Paper At City Hall	388.96
0	06/18/2009	License Center	Office Supplies	Unisource Worldwide-No Central	Copy Paper At License Center	446.70
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	MTI Distributing, Inc.	Bracket, Blade	59.57
0	06/18/2009	Golf Course	Vehicle Supplies	MTI Distributing, Inc.	Bracket, Blade	154.93
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Supplies	4.68
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Davis Lock & Safe Inc	Keys	42.60
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Fasteners	3.38
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Goof Off, Sand Mix	25.94
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Muska Electric Co	Breaker	143.77
0	06/18/2009	P & R Contract Maintenance	Use Tax Payable	Muska Electric Co	Sales/Use Tax	-8.77
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Tape Rule	22.95
0	06/18/2009	General Fund	Vehicle Supplies	Grainger Inc	2009 Blanket PO for Vehicle Repairs	42.89
0	06/18/2009	Golf Course	Merchandise For Sale	Sysco Mn	Food For Resale	355.35
0	06/18/2009	Recreation Fund	Operating Supplies	Greenhaven Printing	Business Cards	84.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	06/18/2009	Recreation Fund	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-5.13
0	06/18/2009	Community Development	Operating Supplies	Greenhaven Printing	Business Cards	84.14
0	06/18/2009	Community Development	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-5.14
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Grease. Flush Levers	34.44
0	06/18/2009	Police - DWI Enforcement	Professional Services	Ancom Communications, Inc.	Digital Smartzone, Multi Key	1,321.13
0	06/18/2009	Police - DWI Enforcement	Use Tax Payable	Ancom Communications, Inc.	Sales/Use Tax	-80.63
0	06/18/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	12.71
0	06/18/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	77.42
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Wet/Dry Vacuum	94.80
0	06/18/2009	Recreation Fund	Operating Supplies	Grainger Inc	Pleated Filter	32.58
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Wrench Box	12.15
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Wrench Box	42.35
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Wrenches, Pliers	64.03
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Mechanics Drill	38.40
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Mechanics Drill	11.02
0	06/18/2009	Recreation Fund	Operating Supplies	Grainger Inc	Lamp	33.73
0	06/18/2009	Recreation Fund	Operating Supplies	Grainger Inc	Ball Valve, Pipe Strap, Elbow	45.15
0	06/18/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Toilet Tissue, Roll Towels	472.33
0	06/18/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Toilet Tissue, Soap, Liners	464.34
0	06/18/2009	General Fund	Training	Streicher's	Barrel Assembly	1,197.06
0	06/18/2009	General Fund	Operating Supplies	Streicher's	Drug Test Kits	173.53
0	06/18/2009	General Fund	Training	Streicher's	Carbine Buffer	56.66
0	06/18/2009	General Fund	Clothing	Streicher's	Tactical Vest	1,734.96
0	06/18/2009	General Fund	Vehicle Supplies	Davis Equipment Corp	Parts	23.92
0	06/18/2009	General Fund	Contract Maint. - City Garage	Green View Inc.	Public Works Cleaning	664.73
0	06/18/2009	General Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-40.57
0	06/18/2009	General Fund	Contract Maintenance Vehicles	Mister Car Wash	Car Washes	150.20
0	06/18/2009	Recreation Fund	Operating Supplies	Fastenal Company Inc.	Nut with Spring	7.03
0	06/18/2009	Recreation Fund	Operating Supplies	Fastenal Company Inc.	SHCS 5/16	11.66
0	06/18/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	50.09
0	06/18/2009	General Fund	Operating Supplies	Innovative Office Solutions	Office Supplies	19.27
0	06/18/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	20.12
0	06/18/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	363.70
0	06/18/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	95.80
0	06/18/2009	Recreation Fund	Office Supplies	Innovative Office Solutions	Office Supplies	753.38
0	06/18/2009	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	51.00
0	06/18/2009	Community Development	Memberships & Subscriptions	Innovative Office Solutions	Office Supplies	215.41
0	06/18/2009	P & R Contract Maintenance	Operating Supplies	Tessman Seed Co - St. Paul	Fast N Full Bag	185.41
0	06/18/2009	General Fund	Contract Maintenance Vehicles	Carlson Tractor & Equip. Co.	2009 Blanket PO for Vehicle Repairs	898.70
0	06/18/2009	General Fund	Contract Maintenance Vehicles	Carlson Tractor & Equip. Co.	2009 Blanket PO for Vehicle Repairs	4,046.00
0	06/18/2009	General Fund	Contract Maintenance Vehicles	Carlson Tractor & Equip. Co.	2009 Blanket PO for Vehicle Repairs	924.96
0	06/18/2009	General Fund	Contract Maintenance Vehicles	Carlson Tractor & Equip. Co.	2009 Blanket PO for Vehicle Repairs	175.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						81,517.37
55376	06/09/2009	General Fund	Contract Maintenance	Comcast Cable	Internet Service	2.68
Check Total:						2.68
55377	06/09/2009	Water Fund	Water Meters	Dakota Supply Group	Water Meter Supplies	2,139.61
Check Total:						2,139.61
55378	06/09/2009	Information Technology	Contract Maintenance	DC Group, Inc	Battery Replacement ~ Comet UPS MGE UPS	5,099.75
Check Total:						5,099.75
55379	06/09/2009	General Fund	Operating Supplies City Garage	ISS Facility Services-Minneapo	Cleaning Service	94.79
55379	06/09/2009	General Fund	Op Supplies - City Hall	ISS Facility Services-Minneapo	Cleaning Service	50.96
55379	06/09/2009	General Fund	Op Supplies - City Hall	ISS Facility Services-Minneapo	Cleaning Service	414.29
55379	06/09/2009	General Fund	Professional Services	ISS Facility Services-Minneapo	Cleaning Service	4,076.52
55379	06/09/2009	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapo	Cleaning Service	795.43
55379	06/09/2009	General Fund	Professional Services	ISS Facility Services-Minneapo	Cleaning Service	397.71
55379	06/09/2009	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapo	Cleaning Service	596.57
55379	06/09/2009	License Center	Professional Services	ISS Facility Services-Minneapo	Cleaning Service	497.14
Check Total:						6,923.41
55380	06/09/2009	General Fund	Contract Maint. - City Hall	Jeff's S.O.S. Drain Cleaning,	Repair Main Line	343.75
Check Total:						343.75
55381	06/09/2009	Singles Program	Operating Supplies	Florence Klobucher	Singles Supplies Reimbursement	17.18
Check Total:						17.18
55382	06/09/2009	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copy Charges	2,333.78
55382	06/09/2009	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copy Charges	87.65
Check Total:						2,421.43
55383	06/09/2009	Community Development	Advertising	Lillie Suburban Newspaper Inc	Notices	91.50
55383	06/09/2009	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices	139.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						231.00
55384	06/09/2009	Community Development	Building Surcharge	MN Dept of Labor & Industry	Building Permit Surcharges	3,956.76
55384	06/09/2009	Community Development	Miscellaneous Revenue	MN Dept of Labor & Industry	Retention	-79.14
Check Total:						3,877.62
55385	06/09/2009	General Fund	Training	Mn Fire Service Certification	Certification Exams	210.00
55385	06/09/2009	General Fund	Training	Mn Fire Service Certification	Fire Inspector Recertification	40.00
Check Total:						250.00
55386	06/09/2009	Storm Drainage	Merchandise for Sale	Norseman Plastics Limited	Rain Barrels	7,571.83
Check Total:						7,571.83
55387	06/09/2009	Storm Drainage	Operating Supplies	Northland Chemical Corp	Derma Foam	47.29
55387	06/09/2009	General Fund	Operating Supplies	Northland Chemical Corp	Derma Foam	47.29
Check Total:						94.58
55388	06/09/2009	Sanitary Sewer	Accounts Payable	ARNOLD OPSAHL	Refund check	12.44
55388	06/09/2009	Water Fund	Accounts Payable	ARNOLD OPSAHL	Refund check	5.38
Check Total:						17.82
55389	06/09/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	200.00
Check Total:						200.00
55390	06/09/2009	Recreation Improvements	Valley Park Play Equipment	Playpower LT Farmington, Inc.	Valley Park playground equipment replace	50,000.00
Check Total:						50,000.00
55391	06/09/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	130.63
55391	06/09/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	294.38
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	171.51
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	639.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	85.75
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	176.15
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	56.31
55391	06/09/2009	Telephone	Telephone	Qwest	Telephone Service	362.86
55391	06/09/2009	Telephone	NSCC Telephone	Qwest	Telephone Service	198.60
Check Total:						4,032.19
55392	06/09/2009	General Fund	Contract Maint. - City Hall	Schindler Elevator Corporation	Elevator Service	1,061.49
Check Total:						1,061.49
55393	06/09/2009	Housing & Redevelopment A	Professional Services	Sheila Stowell	HRA Meeting Minutes	109.25
Check Total:						109.25
55394	06/09/2009	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Base Asphalt	2,347.45
55394	06/09/2009	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Base Asphalt	2,025.64
55394	06/09/2009	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Base Asphalt	3,906.46
55394	06/09/2009	General Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Base Asphalt	404.43
Check Total:						8,683.98
55395	06/09/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	83.07
55395	06/09/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	60.71
55395	06/09/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	63.90
Check Total:						207.68
55396	06/09/2009	Telecommunications	Postage	USPS Postmaster	Newsletter Postage Acct. # 2437	2,800.00
Check Total:						2,800.00
55397	06/09/2009	General Fund	Operating Supplies	Vance Brothers Inc	Miscellaneous Asphalt Supplies	1,099.08
Check Total:						1,099.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55398	06/18/2009	General Fund	Operating Supplies	3M	1177C Green electronic cuttable film NP	360.00
55398	06/18/2009	General Fund	Operating Supplies	3M	1172C Red electronic cuttable film NP 24	360.00
55398	06/18/2009	General Fund	Operating Supplies	3M	Sales Tax	75.76
55398	06/18/2009	General Fund	Operating Supplies	3M	4090 White DG cubed reflective shtg 9" x	445.50
Check Total:						1,241.26
55399	06/18/2009	General Fund	Operating Supplies	Accurint - Acct #1010287	Directory, Person Searches	69.70
Check Total:						69.70
55400	06/18/2009	General Fund	Professional Services	AJ Forliti Photography	Commercial Prints	106.50
Check Total:						106.50
55401	06/18/2009	Water Fund	Accounts Payable	Kim Almendinger	Water Bill Refund	10.49
Check Total:						10.49
55402	06/18/2009	Community Development	Memberships & Subscriptions	American Planning Association	APA Membership-Paschke	290.00
Check Total:						290.00
55403	06/18/2009	Recreation Fund	Fee Program Revenue	Carol Anderson	Titanic Exhibition Trip Refund	73.00
55403	06/18/2009	Recreation Fund	Fee Program Revenue	Carol Anderson	Titanic Exhibition Trip Refund	2.00
Check Total:						75.00
55404	06/18/2009	Recreation Fund	Professional Services	sticks	Summer Entertainment	360.00
Check Total:						360.00
55405	06/18/2009	General Fund	Training	BCA-Breath Test Section	Intoxilyzer Recert. Class-Wahter	50.00
55405	06/18/2009	General Fund	Training	BCA-Breath Test Section	Intoxilyzer Recert. Class-Rosand	50.00
55405	06/18/2009	General Fund	Training	BCA-Breath Test Section	Intoxilyzer Recert. Class-Williams	50.00
55405	06/18/2009	General Fund	Training	BCA-Breath Test Section	Intoxilyzer Recert. Class-Johnson	50.00
Check Total:						200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55406	06/18/2009	P & R Contract Maintenance	Operating Supplies	Best Access Systems, Inc.	Keys	352.01
55406	06/18/2009	P & R Contract Maintenance	Operating Supplies	Best Access Systems, Inc.	Key	50.92
Check Total:						402.93
55407	06/18/2009	General Fund	Professional Services	Brighton Veterinary Hospital	Impound and License Fees	650.00
Check Total:						650.00
55408	06/18/2009	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	Window Cleaning-License Center	29.00
Check Total:						29.00
55409	06/18/2009	Recreation Fund	Professional Services	Buffalo "The Heard" Marching	Rosefest Band Travel Expenses	500.00
Check Total:						500.00
55410	06/18/2009	Solid Waste Recycle	Furniture & Fixtures	Busch Systems International	Recycling Wheel Packages	2,438.85
55410	06/18/2009	Solid Waste Recycle	Use Tax Payable	Busch Systems International	Sales/Use Tax	-148.85
Check Total:						2,290.00
55411	06/18/2009	Community Development	Professional Services	Carissa Schively Slotterback	Innovative Codes Presentation	493.20
Check Total:						493.20
55412	06/18/2009	General Fund	Vehicle Supplies	Central Power Distributors Inc	Platinum Blade	63.37
55412	06/18/2009	General Fund	Vehicle Supplies	Central Power Distributors Inc	Platinum Blade	64.18
Check Total:						127.55
55413	06/18/2009	Recreation Fund	Professional Services	Champlin Park HS Marching Band	Rosefest Band Travel Expenses	300.00
Check Total:						300.00
55414	06/18/2009	General Fund	Medical Services	ChoicePoint Services, Inc.	Drug Test	58.00
Check Total:						58.00
55415	06/18/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
55415	06/18/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55415	06/18/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
55415	06/18/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
55415	06/18/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
55415	06/18/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
55415	06/18/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
55415	06/18/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
55415	06/18/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
55415	06/18/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
55415	06/18/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
55415	06/18/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
55415	06/18/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
55415	06/18/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
Check Total:						251.02
55416	06/18/2009	Golf Course	Merchandise For Sale	Coca Cola Bottling Company	Beverages for Resale	492.55
Check Total:						492.55
55417	06/18/2009	General Fund	Operating Supplies	Coffee Mill, Inc.	Coffee Supplies	458.00
55417	06/18/2009	General Fund	Operating Supplies	Coffee Mill, Inc.	Coffee Supplies	53.00
Check Total:						511.00
55418	06/18/2009	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Midway Speedskating-May Bingo Billing	1,837.08
55418	06/18/2009	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Youth Hockey-May Bingo Billing	2,313.36
Check Total:						4,150.44
55419	06/18/2009	General Fund	Training	Amy Cuddihy	Parking Reimbursement	12.00
Check Total:						12.00
55420	06/18/2009	Recreation Fund	Professional Services	Butch Dufault	Rosefest Band Judge	210.00
Check Total:						210.00
55421	06/18/2009	Recreation Fund	Professional Services	Mark Emme	Volleyball Officiating	176.00
Check Total:						176.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55422	06/18/2009	General Fund	Contract Maintenance	Fed Ex	Shipping Charges	34.80
					Check Total:	34.80
55423	06/18/2009	Community Development	Heating Permits	Michael Ferlic	Mechanical Permit Fee Refund	55.00
					Check Total:	55.00
55424	06/18/2009	Recreation Fund	Fee Program Revenue	Linda Gapp	Tennis Tournament Refund	15.00
					Check Total:	15.00
55425	06/18/2009	General Fund	Vehicle Supplies	Jason Gehrman	Fuel for Squad Reimbursement	21.00
					Check Total:	21.00
55426	06/18/2009	Recreation Fund	Professional Services	Josephine Geiger	Volleyball Officiating	220.00
					Check Total:	220.00
55427	06/18/2009	Golf Course	Fee Program Revenue	GolfTec	Payment For Classes	150.00
					Check Total:	150.00
55428	06/18/2009	Recreation Fund	Professional Services	Lola Haugen	Rosefest Band Judge Tabulator	110.00
					Check Total:	110.00
55429	06/18/2009	Recreation Fund	Professional Services	Tom Haugen	Rosefest Band Head Judge	320.00
					Check Total:	320.00
55430	06/18/2009	General Fund	Contract Maintenance Vehicles	HealthEast Transportation	Vehicle Conversion	202.70
55430	06/18/2009	General Fund	Contract Maintenance	HealthEast Transportation	Vehicle Conversion	247.72
55430	06/18/2009	Police Forfeiture Fund	Professional Services	HealthEast Transportation	Vehicle Conversion	438.14
55430	06/18/2009	General Fund	Contract Maintenance	HealthEast Transportation	Vehicle Conversion	412.87
					Check Total:	1,301.43
55431	06/18/2009	P & R Contract Maintenance	Rental	Hejny Rentals, Inc.	Trencher Rental	138.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						138.59
55432	06/18/2009	Recreation Fund	Professional Services	George Henly	Loading/Unloading RBB Performance	20.00
Check Total:						20.00
55433	06/18/2009	Recreation Fund	Professional Services	Henry Sibley Marching Band	Rosefest Band Travel Expenses	200.00
Check Total:						200.00
55434	06/18/2009	Recreation Fund	Professional Services	Pat Hubbard	Volleyball Officiating	242.00
Check Total:						242.00
55435	06/18/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	401a William Malinen-Employer Portion	309.50
Check Total:						309.50
55436	06/18/2009	Recreation Fund	Professional Services	Tom Imhoff	Volleyball Officiating	129.00
Check Total:						129.00
55437	06/18/2009	Recreation Fund	Operating Supplies	J THOMAS ATHLETIC CO	Beach Volleyballs	212.78
55437	06/18/2009	Recreation Fund	Use Tax Payable	J THOMAS ATHLETIC CO	Sales/Use Tax	-12.98
Check Total:						199.80
55438	06/18/2009	Recreation Fund	Professional Services	Johmar Farms	Rose Parade Unit	450.00
Check Total:						450.00
55439	06/18/2009	Recreation Fund	Professional Services	Jeff Johnson	Lacrosse Coaches Reimbursement Fee	50.00
Check Total:						50.00
55440	06/18/2009	P & R Contract Maintenance	Operating Supplies	JR Johnson Supply, Inc.	Glyphosate	133.12
55440	06/18/2009	P & R Contract Maintenance	Use Tax Payable	JR Johnson Supply, Inc.	Sales/Use Tax	-8.12
55440	06/18/2009	P & R Contract Maintenance	Operating Supplies	JR Johnson Supply, Inc.	Berger Peat	94.25
55440	06/18/2009	P & R Contract Maintenance	Use Tax Payable	JR Johnson Supply, Inc.	Sales/Use Tax	-5.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						213.50
55441	06/18/2009	General Fund	Vehicle Supplies	Kath Auto Parts	Star Bit, JT6 Multi #2	29.06
Check Total:						29.06
55442	06/18/2009	Housing & Redevelopment A	Professional Services	Kennedy & Graven, Chartered	Legal Services Through April 30	2,122.75
55442	06/18/2009	General Fund	Professional Services	Kennedy & Graven, Chartered	Legal Services Through April 30	508.25
Check Total:						2,631.00
55443	06/18/2009	Recreation Fund	Professional Services	Jessica Kohs	Assistant Dance Instructor	60.00
55443	06/18/2009	Recreation Fund	Professional Services	Jessica Kohs	Assistant Dance Instructor	32.00
55443	06/18/2009	Recreation Fund	Professional Services	Jessica Kohs	Assistant Dance Instructor	32.00
Check Total:						124.00
55444	06/18/2009	Recreation Fund	Professional Services	Jim Kortum	Lacrosse Coach Reimbursement	50.00
Check Total:						50.00
55445	06/18/2009	General Fund	211200 - Financial Support	Kevin W. Landberg	Case #27-CV-09-4237	431.15
Check Total:						431.15
55446	06/18/2009	General Fund	Operating Supplies	Language Line Services	Interpreter Services	22.70
Check Total:						22.70
55447	06/18/2009	TIF District #17-Twin Lakes	Professional Services	LHB Inc	Twin Lakes TIF Re-Evaluation	1,580.03
Check Total:						1,580.03
55448	06/18/2009	Recreation Fund	Professional Services	Lillie Suburban Newspaper Inc	Advertising	60.00
Check Total:						60.00
55449	06/18/2009	Recreation Fund	Professional Services	Litchfield H. S. Marching Band	Rosefest Band Travel Expenses	500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						500.00
55450	06/18/2009	Sanitary Sewer	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing, utility sta	155.32
55450	06/18/2009	Water Fund	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing, utility sta	155.33
55450	06/18/2009	Storm Drainage	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing, utility sta	155.33
Check Total:						465.98
55451	06/18/2009	P & R Contract Maintenance	Operating Supplies	M/A Associates	Garbage Bags	611.92
Check Total:						611.92
55452	06/18/2009	Recreation Fund	Fee Program Revenue	Dorothy Mangle	Titanic Exhibition Reimbursement	73.00
55452	06/18/2009	Recreation Fund	Fee Program Revenue	Dorothy Mangle	Titanic Exhibition Reimbursement	2.00
Check Total:						75.00
55453	06/18/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	194.02
Check Total:						194.02
55454	06/18/2009	Golf Course	Operating Supplies	Margolis Company	Neon Flash Spirea	137.38
Check Total:						137.38
55455	06/18/2009	Golf Course	Vehicle Supplies	Meyer Enterprises	Starter Cushman	175.73
Check Total:						175.73
55456	06/18/2009	Police - DWI Enforcement	Professional Services	Mid America Auction	Alcohol Forfeited Vehicle Reimbursement	500.00
Check Total:						500.00
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Spring Valve	57.03
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Rotator, Couplings, Adapters	241.74
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Rain Sensor	115.41
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Valves, Adapters	89.81
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Adapter, Actuator	240.57
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Nozzle, Coupling	65.33
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Spray Nozzle, PVC	151.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Box, Valve	46.63
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Gear Drive Rotor, Socket, Adapters	624.69
55457	06/18/2009	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Gear Drive Rotor	257.31
55457	06/18/2009	Recreation Fund	Operating Supplies	MIDC Enterprises	Rotor	47.89
Check Total:						1,938.12
55458	06/18/2009	General Fund	Vehicle Supplies	Midstates Equipment & Supply	Cimeline Electric Hose #154697	2,893.85
55458	06/18/2009	General Fund	Vehicle Supplies	Midstates Equipment & Supply	Sales Tax	188.10
Check Total:						3,081.95
55459	06/18/2009	Recreation Fund	Advertising	Mighty Dog Media, LLC	Advertising	1,200.00
Check Total:						1,200.00
55460	06/18/2009	Recreation Fund	Professional Services	Milaca High School Marching Ba	Rosefest Band Travel Expenses	200.00
Check Total:						200.00
55461	06/18/2009	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	36.00
55461	06/18/2009	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	32.00
Check Total:						68.00
55462	06/18/2009	P & R Contract Maintenance	Training	Minnesota Recreation & Park As	NPSI Exam-Gerlinger	110.00
55462	06/18/2009	P & R Contract Maintenance	Training	Minnesota Recreation & Park As	Design Institute-Evenson	40.00
Check Total:						150.00
55463	06/18/2009	General Fund	Professional Services	MMKR	2008 Audit Final Billing	7,200.00
Check Total:						7,200.00
55464	06/18/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Payroll Deduction for 6/16 Payroll	587.50
Check Total:						587.50
55465	06/18/2009	Golf Course	Memberships & Subscriptions	MN Dept of Health	Hospitality Fee License Number 9392	35.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						35.00
55466	06/18/2009	General Fund	MN State Retirement	MN State Retirement System	Payroll Deduction for 6/16 Payroll	4,170.89
55466	06/18/2009	General Fund	Vacation Pay	MN State Retirement System	Payroll Deduction for 6/16 Payroll	640.24
55466	06/18/2009	General Fund	Vacation Pay	MN State Retirement System	Payroll Deduction for 6/16 Payroll	7,660.00
55466	06/18/2009	General Fund	Vacation	MN State Retirement System	Payroll Deduction for 6/16 Payroll	2,023.80
Check Total:						14,494.93
55467	06/18/2009	General Fund	Conferences	MPERLA	Summer Conference	195.00
Check Total:						195.00
55468	06/18/2009	General Fund	Professional Services	Multicare Associates	Pre Placement Exam	278.00
Check Total:						278.00
55469	06/18/2009	P & R Contract Maintenance	Operating Supplies	Muska Lighting Center	Nitetorch	429.20
Check Total:						429.20
55470	06/18/2009	Recreation Fund	Contract Maintenance	Nardini Fire Equipment Co, Inc	Fire Extinguisher	33.40
Check Total:						33.40
55471	06/18/2009	General Fund	Memberships & Subscriptions	NATW	Annual Membership	25.00
Check Total:						25.00
55472	06/18/2009	Recreation Fund	Professional Services	Bob Nielsen	Loading/Unloading for Performances	40.00
55472	06/18/2009	Recreation Fund	Professional Services	Bob Nielsen	Loading/Unloading for Performances	40.00
55472	06/18/2009	Recreation Fund	Professional Services	Bob Nielsen	Loading/Unloading for Performances	25.00
Check Total:						105.00
55473	06/18/2009	General Fund	Const. Operating Supplies	Northwest Lasers, Inc.	Sledge Hammer	39.87
Check Total:						39.87
55474	06/18/2009	Recreation Fund	Fee Program Revenue	Carmen O'Neill	Slow Pitch Softball Refund	41.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55474	06/18/2009	Recreation Fund	Fee Program Revenue	Carmen O'Neill	Slow Pitch Softball Refund	8.00
55474	06/18/2009	Recreation Fund	Fee Program Revenue	Carmen O'Neill	Slow Pitch Softball Refund	8.00
Check Total:						57.00
55475	06/18/2009	Recreation Fund	Professional Services	Osceola High School Marching B	Rosefest Band Travel Expenses	200.00
Check Total:						200.00
55476	06/18/2009	Recreation Fund	Professional Services	Patriots Marching Band	Rosefest Band Travel Expenses	300.00
Check Total:						300.00
55477	06/18/2009	General Fund	Operating Supplies	Petco Animal Supplies, Inc.	Dog Food	91.78
Check Total:						91.78
55478	06/18/2009	Recreation Fund	Professional Services	Pioneer Press	Advertising	144.66
Check Total:						144.66
55479	06/18/2009	Equipment Replacement	FunRental - Office Machines	Pitney Bowes	Postage Machine Lease	1,158.00
Check Total:						1,158.00
55480	06/18/2009	Recreation Fund	Professional Services	Powder Puff Clown Club	Rose Parade Unit	275.00
Check Total:						275.00
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	1,003.85
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	300.00
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	228.46
55481	06/18/2009	P & R Contract Maintenance	Employer Insurance	Premier Bank	HSA June 16 Payroll	242.31
55481	06/18/2009	License Center	Employer Insurance	Premier Bank	HSA June 16 Payroll	228.46
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	170.77
55481	06/18/2009	Recreation Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	136.15
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	92.31
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	92.31
55481	06/18/2009	Community Development	Employer Insurance	Premier Bank	HSA June 16 Payroll	92.31
55481	06/18/2009	Water Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	92.31
55481	06/18/2009	Information Technology	Employer Insurance	Premier Bank	HSA June 16 Payroll	78.46
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	78.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55481	06/18/2009	Community Development	Employer Insurance	Premier Bank	HSA June 16 Payroll	78.46
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	57.69
55481	06/18/2009	General Fund	Employer Insurance	Premier Bank	HSA June 16 Payroll	57.69
55481	06/18/2009	Community Development	Employer Insurance	Premier Bank	HSA June 16 Payroll	57.69
55481	06/18/2009	Storm Drainage	Employer Insurance	Premier Bank	HSA June 16 Payroll	57.69
55481	06/18/2009	General Fund	211402 - HCMA - Medical Exp.	Premier Bank	HSA June 16 Payroll	1,093.34
Check Total:						4,238.72
55482	06/18/2009	Recreation Fund	Contract Maintenance	Printers Service Inc	Ice Knife Sharpening	90.00
Check Total:						90.00
55483	06/18/2009	P & R Contract Maintenance	Operating Supplies	PTS Tool Supply	Tools	35.14
55483	06/18/2009	P & R Contract Maintenance	Operating Supplies	PTS Tool Supply	Tools	90.52
55483	06/18/2009	General Fund	Vehicle Supplies	PTS Tool Supply	Tools	639.39
Check Total:						765.05
55484	06/18/2009	General Fund	Contract Maintenance	Quality Restoration Services,	Road Work Signs	99.20
Check Total:						99.20
55485	06/18/2009	Recreation Fund	Professional Services	Michael Radovich	Lacrosse Coach Reimbursement	50.00
Check Total:						50.00
55486	06/18/2009	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service May 1 Thru May 31	13,232.58
Check Total:						13,232.58
55487	06/18/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case # CV074555	368.03
Check Total:						368.03
55488	06/18/2009	Recreation Fund	Professional Services	Red Wing HS Marching Band	Rosefest Band Travel Expensesn	300.00
Check Total:						300.00
55489	06/18/2009	General Fund	Professional Services	Regents of the University of M	K(Health Care	697.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	697.50
55490	06/18/2009	P & R Contract Maintenance	Operating Supplies	Rick Johnson's Deer & Beaver I	One Deer Call	100.00
					Check Total:	100.00
55491	06/18/2009	Contracted Engineering Svcs	Deposits	Ronald Anderson Construction	Escrow Refund	3,000.00
					Check Total:	3,000.00
55492	06/18/2009	General Fund	Vehicle Supplies	Roseville Chrysler Plymouth	AC Knob	8.00
					Check Total:	8.00
55493	06/18/2009	Recreation Fund	Fee Program Revenue	Shirley Sager	Titanic Exhibit Refund	36.50
55493	06/18/2009	Recreation Fund	Fee Program Revenue	Shirley Sager	Titanic Exhibit Refund	1.00
					Check Total:	37.50
55494	06/18/2009	Recreation Fund	Professional Services	Andy Schmidt	Rosefest Band Judge	210.00
					Check Total:	210.00
55495	06/18/2009	Community Development	Electrical Permits	Bruce Schneider	Electric Permit Refund	70.00
					Check Total:	70.00
55496	06/18/2009	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	28.00
					Check Total:	28.00
55497	06/18/2009	Recreation Fund	Operating Supplies	The Sign Shop	T-Shirts	926.85
					Check Total:	926.85
55498	06/18/2009	Contracted Engineering Svcs	Deposits	Skyway Remodeling	Escrow Refund	3,000.00
					Check Total:	3,000.00
55499	06/18/2009	Recreation Fund	Professional Services	St. Cloud All City Marching Ba	Rosefest Band Travel Expenses	400.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						400.00
55500	06/18/2009	Recreation Fund	Professional Services	St. Michael-Albertville Marchi	Rosefest Band Travel Expenses	300.00
Check Total:						300.00
55501	06/18/2009	Recreation Fund	Professional Services	St. Paul Clown Club	Rose Parade Unit	200.00
Check Total:						200.00
55502	06/18/2009	Recreation Fund	Professional Services	Stevie Ray Improv Troupe	Summer Park Entertainment	200.00
Check Total:						200.00
55503	06/18/2009	Recreation Fund	Professional Services	Sticks and Tones Band	Summer Park Entertainment	225.00
Check Total:						225.00
55504	06/18/2009	General Fund	Professional Services	Sheila Stowell	Human Rights Commission Meeting Minutes	149.50
55504	06/18/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
55504	06/18/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	322.00
55504	06/18/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
55504	06/18/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	327.75
55504	06/18/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	9.58
55504	06/18/2009	Community Development	Professional Services	Sheila Stowell	Variance Board Meeting Minutes	339.25
55504	06/18/2009	Community Development	Professional Services	Sheila Stowell	Mileage Reimbursement	9.58
Check Total:						1,167.24
55505	06/18/2009	General Fund	Operating Supplies	Suburban Ace Hardware	Squad Key	6.37
55505	06/18/2009	General Fund	Operating Supplies	Suburban Ace Hardware	Builders	6.77
55505	06/18/2009	Community Development	Operating Supplies	Suburban Ace Hardware	Battery	5.85
Check Total:						18.99
55506	06/18/2009	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2009 Blanket PO for Vehicle Repairs	721.67
Check Total:						721.67
55507	06/18/2009	General Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Modified Asphalt	815.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						815.16
55508	06/18/2009	General Fund	Operating Supplies	Thomson West	Search & Seizure Bulletin	142.80
Check Total:						142.80
55509	06/18/2009	Recreation Fund	Fee Program Revenue	Susan Timming	Volleyball Camp Refund	72.50
55509	06/18/2009	Recreation Fund	Fee Program Revenue	Susan Timming	Volleyball Camp Refund	7.50
Check Total:						80.00
55510	06/18/2009	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Industrial Cyls	20.40
Check Total:						20.40
55511	06/18/2009	Recreation Fund	Fee Program Revenue	Richard Tomassoni	Bocce Ball League Refund	7.60
55511	06/18/2009	Recreation Fund	Fee Program Revenue	Richard Tomassoni	Bocce Ball League Refund	4.00
55511	06/18/2009	Recreation Fund	Fee Program Revenue	Richard Tomassoni	Bocce Ball League Refund	8.00
Check Total:						19.60
55512	06/18/2009	Recreation Fund	Professional Services	Tri State Band Judges	Rosefest Band Judges-Booking Fees	240.00
Check Total:						240.00
55513	06/18/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	204.00
Check Total:						204.00
55514	06/18/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	90.53
55514	06/18/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	90.53
55514	06/18/2009	General Fund	Operating Supplies	Twin Cities Transport & Recove	Towing Service	90.53
Check Total:						271.59
55515	06/18/2009	Recreation Fund	Professional Services	Twin Cities Unicycle Club	Rose Parade Unit	400.00
Check Total:						400.00
55516	06/18/2009	General Fund	Professional Services	U of M Veterinary Medical Cent	Emergency Service	124.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						124.00
55517	06/18/2009	General Fund	Police Explorer Program	Uniforms Unlimited, Inc.	Honour Corp DN	54.95
55517	06/18/2009	General Fund	Operating Supplies	Uniforms Unlimited, Inc.	Bulb Lamp	16.99
55517	06/18/2009	General Fund	Clothing	Uniforms Unlimited, Inc.	Bulb Lamp	38.02
55517	06/18/2009	General Fund	Clothing	Uniforms Unlimited, Inc.	Belts, Name Bars, Handcuff Cases	1,469.55
55517	06/18/2009	General Fund	Clothing	Uniforms Unlimited, Inc.	Mag Holder	34.03
Check Total:						1,613.54
55518	06/18/2009	Recreation Improvements	Other Improvements	Upper Midwest Athletic Const.	Rosebrook Park Tennis court re-construct	2,360.00
55518	06/18/2009	Recreation Improvements	Other Improvments - AG Tennis	Upper Midwest Athletic Const.	Rosebrook Park Tennis Ct Reconstruction	6,000.00
55518	06/18/2009	Recreation Improvements	Tennis Court Capital	Upper Midwest Athletic Const.	Rosebrook Park Tennis Court Reconstruct	5,090.00
55518	06/18/2009	Recreation Improvements	Acorn Shelter Demo	Upper Midwest Athletic Const.	Rosebrook Park Tennis Court Reconstruct	1,550.00
Check Total:						15,000.00
55519	06/18/2009	Recreation Fund	Professional Services	Kathie Urbaniak	Volleyball Officiating	352.00
Check Total:						352.00
55520	06/18/2009	General Fund	Miscellaneous	US Bank	Petty Cash Reimbursement	19.47
55520	06/18/2009	General Fund	Transportation	US Bank	Petty Cash Reimbursement	5.00
55520	06/18/2009	General Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	21.37
55520	06/18/2009	General Fund	Training	US Bank	Petty Cash Reimbursement	6.00
55520	06/18/2009	General Fund	Transportation	US Bank	Petty Cash Reimbursement	7.00
55520	06/18/2009	General Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	11.25
55520	06/18/2009	Police - DWI Enforcement	Operating Supplies	US Bank	Petty Cash Reimbursement	20.00
Check Total:						90.09
55521	06/18/2009	General Fund	Postage	USPS Postmaster	BRM Permit-Account # 2437	185.00
Check Total:						185.00
55522	06/18/2009	Police Forfeiture Fund	Professional Services	Valley Trophy	Medal of Honor	69.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	69.23
55523	06/18/2009	General Fund	Operating Supplies	Vance Brothers Inc	Miscellaneous Asphalt Supplies	1,063.94
					Check Total:	1,063.94
55524	06/18/2009	General Fund	Operating Supplies	Verizon Wireless	Wireless Service	71.34
					Check Total:	71.34
55525	06/18/2009	General Fund	Vehicle Supplies	Waconia Farm Supply	Motor/Starter	353.21
					Check Total:	353.21
55526	06/18/2009	Recreation Fund	Professional Services	Walker West Music Academy	Intro to Folk Guitar Class	156.80
					Check Total:	156.80
55527	06/18/2009	Recreation Fund	Professional Services	Westside Band	Summer Park Entertainment	500.00
					Check Total:	500.00
55528	06/18/2009	Recreation Fund	Professional Services	Jessica Wittwer	Bike Repair Class Instructor	25.00
					Check Total:	25.00
55529	06/18/2009	Recreation Fund	Professional Services	Woodloch Drill Team	Rose Parade Unit	270.00
					Check Total:	270.00
55530	06/18/2009	P & R Contract Maintenance	Operating Supplies	Wyco Inc	Carb Adjustment Tool	20.68
					Check Total:	20.68
55531	06/18/2009	Recreation Fund	Professional Services	Youth Enrichment League, Corp.	Afterschol Activities	936.00
					Check Total:	936.00
55532	06/18/2009	Recreation Fund	Professional Services	Zuhrah Drum Corp	Rose Parade Unit	600.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
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Check Total:	600.00
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Report Total:	1,190,325.80
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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06-29-09
Item No.: 7.b

Department Approval

City Manager Approval

Christopher 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

Jonathon Robert Fielding & Co Inc.
1767 Lexington
Roseville, MN 55113

Massage Therapy Establishment

Colleen & Company for Hair & Day Spa
3092 Lexington Ave N
Roseville MN 55113

Massage Therapist

Christina Torres
At Colleen & Company for Hair & Day Spa
3092 Lexington Ave N
Roseville MN 55113

Veterinarian Examination & Inoculation Center

A Caring Doctor (Minnesota), PA.
Dba Banfield, The Pet Hospital
2480 Fairview Ave
Roseville MN 55113

33 Game Room
34 Amusement Device
35 Dandy Amusements Int'l
36 At AMC Rosedale 14 theater
37 850 Rosedale Center
38 Roseville MN 55113
39
40
41 Amusement Device
42 Awe Vending
43 At John Rose-Roseville Ice Arena
44 2601 Civic Center Drive
45 Roseville MN 55113
46
47
48 Amusement Device
49 B-Dale Club
50 2100 N Dale St
51 Roseville MN 55113
52
53
54 Massage Therapy Establishment
55 Stephen's Hair Salon
56 1125 W Co. Rd. B
57 Roseville MN 55113
58
59
60 Massage Therapy Establishment
61 Macy's Hair Salon
62 900 Rosedale Shopping Center
63 Roseville MN 55113
64
65
66 Gasoline Station
67 Tom's Mobil Station
68 1935 Rice
69 Roseville MN 55113
70
71
72 Massage Therapist
73 Kieran McManimon
74 At Serene Body Therapy
75 1629 W County Road C
76 Roseville MN 55113
77
78
79 Massage Therapist

80 Julie Scott
81 At Serene Body Therapy
82 1629 W County Road C
83 Roseville MN 55113
84
85

86 **POLICY OBJECTIVE**
87 Required by City Code

88 **FINANCIAL IMPACTS**
89 The correct fees were paid to the City at the time the application(s) were made.

90 **STAFF RECOMMENDATION**
91 Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements.

92 **REQUESTED COUNCIL ACTION**
93 Motion to approve the business license application(s) as submitted.
94

95 Prepared by: Chris Miller, Finance Director
Attachments: A: Applications
96



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

Amusement Device License Application

Business Name John Rose - Roseville Oval Ice Arena
 Business Address 2601 Civic CTR DR
 Business Phone Roseville, MN 55113 651-415
 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, _____, and ending June 30, _____, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>	<u>Quantity</u>	<u>Total</u>
Amusement Device	\$15.00 (per machine)	<u>4</u>	<u>60.00</u>

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

Donald Dwe

Date

6-09-09

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

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



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

Massage Therapist License

New License _____ Renewal X

For License year ending June 30 2009

1. Legal Name Kieran Joseph McManimon

2. Home Address _____

3. Home Telephone _____

4. Date of Birth _____

5. Drivers License Number _____

6. Email Address _____

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

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.
Serene Body Therapy, 1629 West County Rd. C
Roseville, MN 55113

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

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

License fee is 75.00

Make checks payable to City of Roseville



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

Cigarette/Tobacco Products License Application

Business Name JONATHON ROBERT FIELDING & CO. INC.
Business Address ROSEVILLE 1767 Lexington Ave.
St. Paul, MN 55113
Business Phone [REDACTED]
Email Address [REDACTED]
Person to Contact in Regard to Business License:
Name [REDACTED]
Address [REDACTED]
Phone [REDACTED]

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 6-11-09

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



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

Massage Therapy Establishment License Application

Business Name Colleen & Company for Hair & Dayspa
Business Address 3092 Lexington Ave N
Business Phone 651 488 4966
Email Address _____

Person to Contact in Regard to Business License:

Legal Name Colleen Nitterstad
Address _____
Phone _____ Birth _____
Drivers License Number _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 09, and ending June 31, 10, in the City of Roseville, County of Ramsey, and State of Minnesota.

License Required

Massage Therapy Establishment

Fee

\$300.00
\$150.00 Background Check
(new license only)

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. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

Signature Colleen Nitterstad
Date 5/13/09

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



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

Massage Therapist License

New License _____ Renewal ☒ _____

For License year ending June 30 _____

1. Legal Name Christina Torres
2. Home Address _____
3. Home Telephone _____
4. Date of Birth 1-1-1980
5. Drivers License Number 142
6. Email Address _____

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

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

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

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

License fee is 75.00
Make checks payable to City of Roseville

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

Veterinarian Examination & Inoculation Center License Application

Business Name A Caring Doctor (Minnesota), PA. DBA Banfield, The Pet Hospital
Business Address 2480 Fairview Ave, Roseville, MN 5513-2499
Business Phone _____
Email Address _____
Person to Contact in Regard to Business License:
Name _____
Address _____
Phone _____

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

<u>License Required</u>	<u>Fee</u>
Veterinarian Examination & Inoculation Center	\$130.00

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

Signature Destini Kaulde

Date 6/1/09

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



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

Game Room License Application

Business Name Dandy Amusements Int'l Inc
Business Address 1400 Ward Ave - Roseville, MN 55113
Business Phone 93065
Email Address R. -

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.

License Required

Game Room

Fee

\$175.00

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

Signature Reese M. Cap
Date 6-11-09

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

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

Game room located at Amc Rosedale 14 Theatre
850 Rosedale Center
Roseville, MN 55113



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

Amusement Device License Application

Business Name Dandy Amusement Int'l Inc
Business Address 2265 Ward Ave # C Simi Valley, CA
Business Phone 93065
Email Address Ken

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>	<u>Quantity</u>	<u>Total</u>
Amusement Device	\$15.00 (per machine)	<u>11</u>	<u>165.00</u>

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 Rene M. G.
Date 6-11-09

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

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

games located - AMC Roseville 14 Theatres
850 Roseville Center
Roseville, MN 55113



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

Amusement Device License Application

Business Name B. Dale Club
Business Address 2100 N. Dale St
Business Phone 651-489-5386
Email Address _____

Person to Contact in Regard to Business License:

Name CAROL TURNQUIST
Address SAME AS ABOVE
Phone _____

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

<u>License Required</u>	<u>Fee</u>	<u>Quantity</u>	<u>Total</u>
Amusement Device	\$15.00 (per machine)	<u>3</u>	<u>45</u>

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

Signature Carol Turnquist
Date 6/15/09

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

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



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

Massage Therapy Establishment License Application

Business Name Stephen's Hair Salon
Business Address 1125 W CORAL B Roseville MN 55113
Business Phone 651 482 6818
Email Address _____
Person to Contact in Regard to Business License:
Legal Name Stephen Imadick
Address _____
Phone _____
Drivers License Number 2

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 31, 2010, in the City of Roseville, County of Ramsey, and State of Minnesota.

License Required	Fee
Massage Therapy Establishment	\$300.00
	\$150.00 Background Check (new license only)

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. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

Signature _____

Date _____

[Signature]
06/16/2009

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



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

Massage Therapy Establishment License Application

Business Name Macy's Hair Salon
Business Address 900 Roseale Shopping Center
Business Phone 651 639 6730
Email Address _____

Person to Contact in Regard to Business License:

Legal Name Premier Salons
Address 3
Phone _____
Drivers License Number _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 31, 2010, in the City of Roseville, County of Ramsey, and State of Minnesota.

License Required

Massage Therapy Establishment

Fee

\$300.00
\$150.00 Background Check
(new license only)

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. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

Signature _____

Date 6-12-09

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



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

Gasoline Station License Application

Business Name Twin's Mobil Service Inc
Business Address 1935 Rice
Business Phone 651-489-7807
Email Address NA

Person to Contact in Regard to Business License:

Name Joe Duellman
Address Same
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.

License Required

Gasoline Station

Fee

\$130.00

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

Signature _____

Date _____

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

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



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

Massage Therapist License

New License _____ Renewal X

For License year ending June 30 2010

1. Legal Name Julie Catherine Scott
2. Home Address 11111 Main St MN 55014
3. Home Telephone Same
4. Date of Birth Same
5. Drivers License Number Same
6. Email Address _____
7. Have you ever used or been known by any name other than the legal name given in number 1 above?
Yes _____ No X If yes, list each name along with dates and places where used.

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by
Serene Body Therapy 1629 W. Co. Rd C.
Roseville, Mn.

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

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

License fee is 75.00

Make checks payable to City of Roseville

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/29/09
Item No.: 7.c

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Tuberous Sclerosis Alliance One Day Gambling License

Background

The Tuberous Sclerosis Alliance has applied for an Exemption from Lawful Gambling Licensing Requirements to conduct lawful gambling activities on August 15, 2009 at Joe Senger's Sports Grill & Bar located at 2350 Cleveland Ave N.

The Minnesota Charitable Gambling Regulations allow any nonprofit organization, which conducts lawful gambling for less than five (5) days per year, and total prizes do not exceed \$50,000.00 in value, to be exempt from the licensing requirements if the city approves.

Council Action Requested

Motion approving the Tuberous Sclerosis Alliance request to conduct a raffle on August 15, 2009 at Joe Senger's Sports Grill & Bar located at 2350 Cleveland Ave N.

Minnesota Lawful Gambling

LG220 Application for Exempt Permit

Page 1 of 2 6/07

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

Fee is \$50 for each event

For Board Use Only

Check # _____

\$ _____

ORGANIZATION INFORMATION

Organization name

Tuberculous Sclerosis Alliance

Previous gambling permit number _____

Type of nonprofit organization. Check (✓) one.

☐ Fraternal☐ Religious☐ Veterans☒ Other nonprofit organization

Mailing address _____

Name of chief executive officer (CEO) _____

Daytime phone number _____

ATTACH A COPY OF ONE OF THE FOLLOWING FOR PROOF OF NONPROFIT STATUS

★ Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.

Don't have a copy? This certificate must be obtained each year from:

Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

Internal Revenue Service - IRS income tax exemption [501(c)] letter in your organization's name.

Don't have a copy? To obtain a copy of your federal income tax exempt letter, send your federal ID number and the date your organization initially applied for tax exempt status to:

IRS, P.O. Box 2508, Room 4010, Cincinnati, OH 45201

Internal Revenue Service - Affiliate of national, statewide, or international parent nonprofit organization (charter)

If your organization falls under a parent organization, attach copies of both of the following:

- IRS letter showing your parent organization is a registered nonprofit 501(c) organization with a group ruling
- the charter or letter from your parent organization recognizing your organization as a subordinate.

Internal Revenue Service - proof previously submitted to Gambling Control Board

If you previously submitted proof of nonprofit status from the Internal Revenue Service, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)

Joe Senser's

Address (do not use PO box)

2350 Cleveland Ave

City

Roseville

Zip Code

County

Date(s) of activity (for raffles, indicate the date of the drawing)

August 15, 2009

Check the box or boxes that indicate the type of gambling activity your organization will conduct:

☐ *Bingo☒ Raffles☐ *Paddlewheels☐ *Pull-Tabs☐ *Tipboards

* Gambling equipment for pull-tabs, tipboards, paddlewheels, and bingo (bingo paper, hard cards, and bingo number selection device) must be obtained from a distributor licensed by the Gambling Control Board. To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4076.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/29/09
Item No.: 7.d

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
Utilities	Elk River Ford	Replace pickup off State Bid Contract	\$ 21,887.92

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.

18 **STAFF RECOMMENDATION**

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

21 **REQUESTED COUNCIL ACTION**

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

24

25

Prepared by: Chris Miller, Finance Director

Attachments: A: None

26

REQUEST FOR COUNCIL ACTION

DATE: 6/29/2009

ITEM NO: 7.e

Department Approval:



City Manager Approval:



Item Description: Request by Donald Plumb for **vacation** of a portion of the South McCarrons Boulevard right-of-way adjacent to his residential property at 501 South McCarrons Boulevard (**PF09-013**)

1 **1.0 REQUESTED ACTION**

2 Mr. Plumb is requesting the VACATION of an undeveloped portion of the South
3 McCarrons Boulevard right-of-way adjacent to his residential property.

4 **Project Review History**

- 5 • Application submitted: April 23, 2009; Determined complete: May 7, 2009
- 6 • Sixty-day review deadline: June 22, 2009; Extended by staff until August 21, 2009
- 7 • Planning Commission recommendation (7-0 to approve): June 3, 2009
- 8 • Project report prepared: June 17, 2009
- 9 • Anticipated City Council action: June 29, 2009

10 **2.0 SUMMARY OF RECOMMENDATION**

11 The Planning Division and Public Works Department concur with the recommendation of
12 the Planning Commission to approve the requested the VACATION; see Section 6 of this
13 report for the detailed recommendation.

14 **3.0 SUMMARY OF SUGGESTED ACTION**

15 Adopt a resolution approving the requested VACATION; see Section 7 of this report for the
16 detailed action.

17 **4.0 BACKGROUND**

18 4.1 Mr. Plumb owns the property addressed as 501 South McCarrons Boulevard, located at
19 the intersection of Roselawn Avenue with North and South McCarrons Boulevards. Mr.
20 Plumb's property has a Comprehensive Plan designation of Low-Density Residential
21 (LR) and a zoning classification of Single-Family Residence District (R-1).

22 4.2 This request stems from Mr. Plumb's plans to make some modifications to his home.

23 **5.0 STAFF COMMENTS**

24 5.1 The subject land area appears to have been included in a Supervisor's Road Order, dated
25 May 19, 1887, creating a public highway. Although neither Ramsey County nor the City
26 of Roseville currently identifies the subject land area as public right-of-way (ROW), the
27 City's records contain no indication that this portion of the "public highway" was ever
28 formally vacated; this is why the City is now being asked to consider VACATING any
29 interest in this property.

30 5.2 When reviewing requests for vacating a public ROW, the Public Works/Engineering
31 Department determines whether the request will, immediately or in the future, have an
32 adverse impact the general health, welfare, or safety of the citizens of the City of
33 Roseville. The Public Works Director has reviewed and approved the survey and legal
34 description of the land area to be vacated and has determined that the interests of the
35 public will not be compromised by VACATING this portion of South McCarrons
36 Boulevard ROW. The site plan included with this staff report (Attachment C) illustrates
37 the land area subject to the VACATION request.

38 **6.0 PUBLIC HEARING AND PLANNING COMMISSION RECOMMENDATION**

39 6.1 On June 3, 2009 the Roseville Planning Commission held the duly-noticed public hearing
40 regarding Mr. Plumb's request for right-of-way VACATION. No one in the audience
41 addressed the Planning Commission during the public hearing and no communication
42 from the public on this matter has been received by staff. Draft minutes of the Planning
43 Commission meeting are included with this report as Attachment D.

44 6.2 Pursuant to the public hearing, and based on the comments and findings outlined in
45 Section 5 of this report, the Planning Division and Public Works Department concur with
46 the Planning Commission recommendation to approve the proposed right-of-way
47 VACATION.

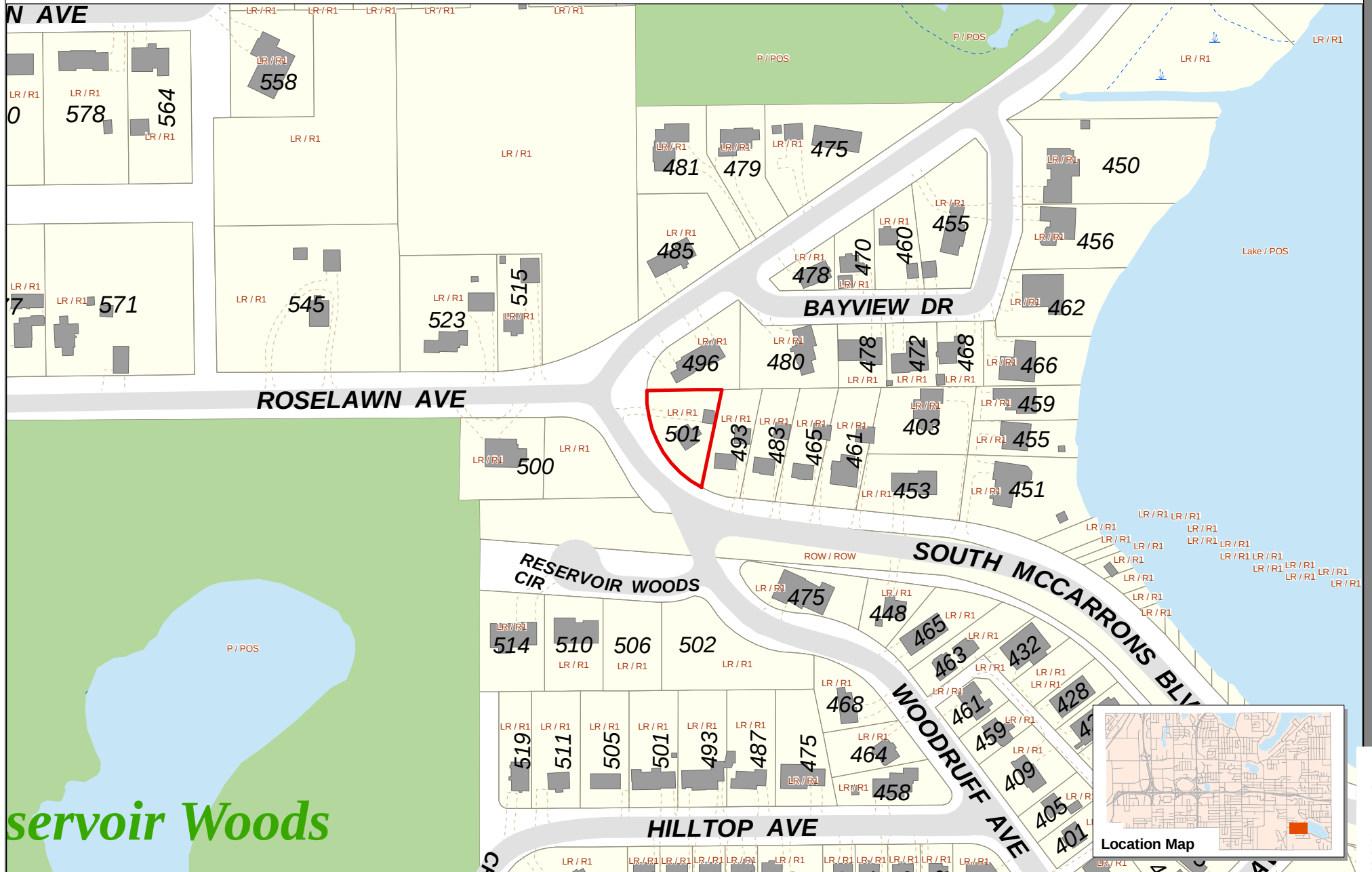
48 **7.0 SUGGESTED CITY COUNCIL ACTION**

49 **Adopt a resolution approving the requested right-of-way VACATION**, based on the
50 comments of Section 5 and recommendation of Section 6 of this report; a draft resolution
51 is included as Attachment E.

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

Attachments: A: Area map D: Draft Planning Commission minutes
B: Aerial photograph E: Draft resolution
C: Site Plan

Attachment A: Location Map for Planning File 09-013



Prepared by:
Community Development Department
Printed: May 26, 2009

Site Location

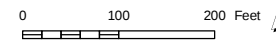
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (5/14/2009)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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



mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 09-013



Prepared by:
Community Development Department
Printed: May 26, 2009



Site Location

Data Sources

* Ramsey County GIS Base Map (5/14/2009)

* Aerial Data: Pictometry (4/2008)

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

Disclaimer

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 651-792-7065. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2009), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 50 100 Feet



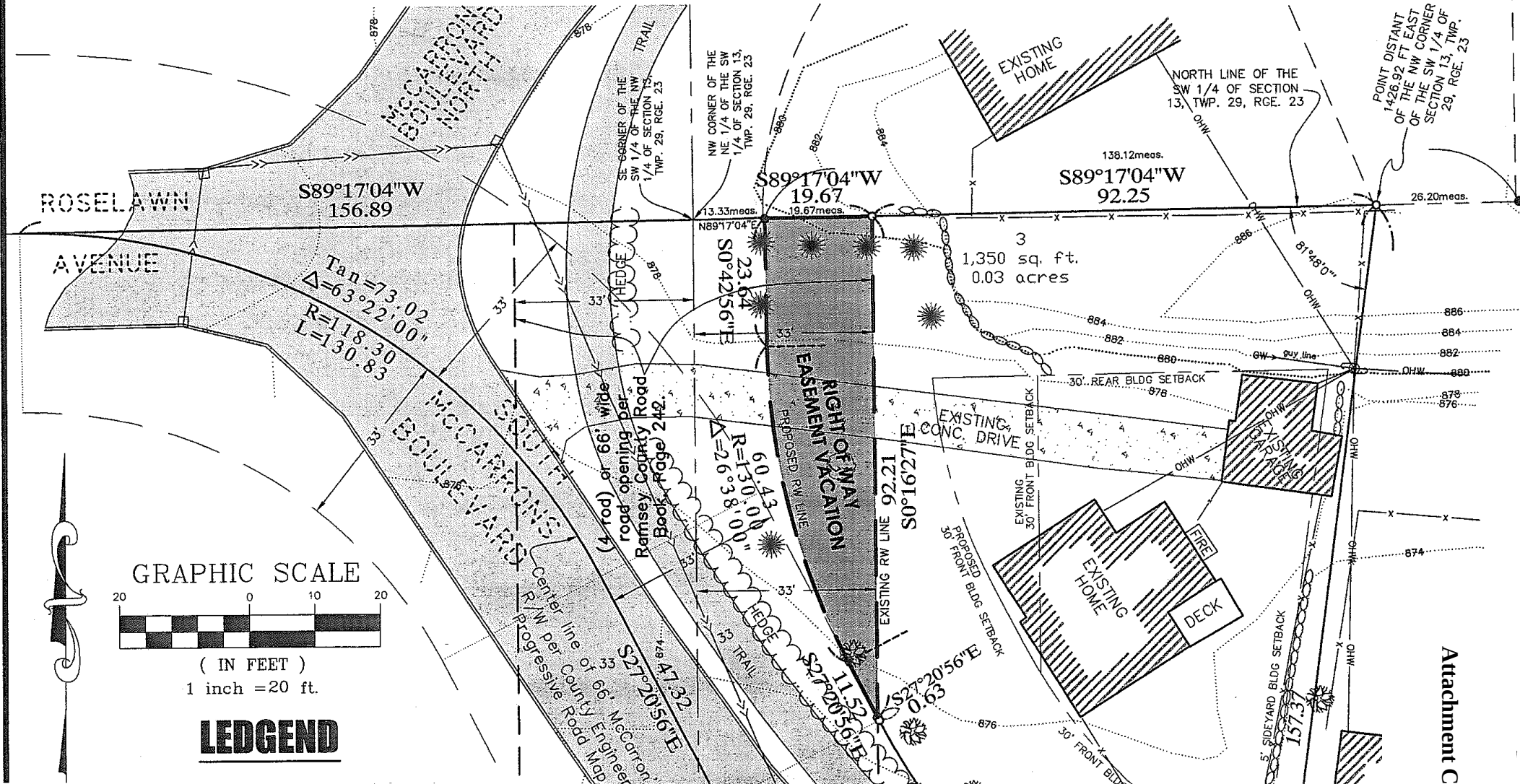
SKETCH & DESCRIPTION

For Proposed Right of Way Vacation

Home Address: 501 McCarron's Blvd S.
Roseville, Mn. 55113

EXISTING PROPERTY DESCRIPTION:

That part of the North Half of the Southwest Quarter of Section 13, Township 29, Range 23, Ramsey County, Minnesota lying Easterly and Northerly of McCarron's Boulevard South and lying Westerly of a line running Southwesterly at an angle of 81 degrees 48 minutes to the North line of said North Half of the Southwest Quarter from a point distant 1426.92 feet East of the Northwest corner of said North half of the Southwest Quarter.



PLANNING FILE 09-013

Request by Donald Plumb for vacation of a portion of right-of-way adjacent to his residential property at 501 South McCarrons Boulevard

Chair Doherty opened the Public Hearing for Planning File 09-013 at approximately 6:40 p.m.

Chair Doherty asked that Associate Planner Bryan Lloyd review the vacation process as pertained to this specific case, for the benefit of the public.

Associate Planner Bryan Lloyd reviewed staff's analysis of the request by Donald Plumb, for VACATION of land at 502 S McCarrons Boulevard; as detailed in the staff report dated June 3, 2009.

Staff recommended approval of the VACATION request, based on the comments and findings of Section 5 and the conditions of Section 6 of the project report dated June 3, 2009.

City Engineer Debra Bloom arrived at this time.

Discussion included staff's review of any easements/vacations for public and/or private utilities located within the public rights-of-way; and the location of the existing pathway.

City Engineer Debra Bloom advised that staff had reviewed public and private utility easements; and addressed the location of the pathway adjacent to the curb; and was supportive of this vacation. Ms. Bloom noted that this was extraneous right-of-way not being used; and as part of their review criteria, would have asked for an easement over the right-of-way for utility purposes if it had been indicated.

Applicant Representative, Bob Moser

Mr. Moser was present, but had no comment.

Public Comment

No one appeared to speak for or against.

Chair Doherty closed the Public Hearing for Planning File 09-013 at 6:49 p.m.

MOTION

Member Boerigter moved, seconded by Member Wozniak to RECOMMEND TO THE CITY COUNCIL APPROVAL of the VACATION of land for Donald Plumb, 501 South McCarrons Boulevard; based on the comments and findings of Section 5 and the conditions of Section 6 of the project report dated June 3, 2009.

Ayes: 7

Nays: 0

Motion carried.

**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 29th of June, 2009, at 6:00 p.m.

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

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

**RESOLUTION NO. _____
A RESOLUTION VACATING PUBLIC RIGHT-OF-WAY ABUTING 501 SOUTH
MCCARRONS BOULEVARD (PF09-013)**

WHEREAS, Donald Plumb owns the residential property at 501 South McCarrons Boulevard and has requested the vacation of an undeveloped portion of the South McCarrons Boulevard right-of-way lying generally east of its intersection with Roselawn Avenue and North McCarrons Boulevard and legally described as:

That part of the west 33 feet of the Northeast Quarter of the Southwest Quarter of Section 13, Township 29, Range 23, Ramsey County, Minnesota lying easterly of a line described as commencing at the northwest corner of said Northeast Quarter of the Southwest Quarter; thence North 89 degrees 17 minutes 04 seconds East, assumed bearing, along the north line of said Northeast Quarter of the Southwest Quarter a distance of 13.33 feet to the point of beginning of the line to be described; thence South 00 degrees 42 minutes 56 seconds East 23.64 feet; thence southerly and southeasterly 60.43 feet along a tangential curve concave to the east having a central angle of 26 degrees 38 minutes 00 seconds and a radius of 130.00 feet; thence South 27 degrees 20 minutes 56 seconds East tangent to said curve a distance of 11.52 feet to the east line of said west 33 feet and said line there terminating.

WHEREAS, the public Works Director has determined that approving the requested vacation would not have adverse impacts on the public; and

WHEREAS, the Roseville Planning Commission held a public hearing regarding the easement vacation on June 3, 2009, voting (7-0) to recommend approval, based on the findings of the Planning Commission project report dated June 3, 2009;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to vacate the right-of-way described above, based on the information contained in the project report prepared on June 17, 2009.

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

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Plumb right-of-way vacation (PF09-013)

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said Roseville City Council held on the 29th day of June 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 29th day of June 2009.

(SEAL)

William J, Malinen, City Manager

REQUEST FOR COUNCIL ACTION

DATE: 6/29/2009

ITEM NO: 7.f

Department Approval



City Manager Approval



Item Description: Request by Twin City Truck Sales for approval of a proposed **conditional use** of a portion of the property at 2205 County Road C2 to allow sales of light duty utility trailers at the property (PF09-015)

1.0 REQUESTED ACTION

Twin City Truck Sales, in conjunction with property owner Cleanco Truck Wash, seeks CONDITIONAL USE approval to allow the sale of new, light-duty cargo trailers at 2205 County Road C2.

Project Review History

- Application submitted: May 15, 2009; Determined complete: May 21, 2009
- Sixty-day review deadline: July 14, 2009
- Planning Commission recommendation (7-0 to approve): June 3, 2009
- Project report prepared: June 17, 2009
- Anticipated City Council action: June 29, 2009

2.0 SUMMARY OF RECOMMENDATION

The Planning Division concurs with the recommendation of the Planning Commission to approve the proposed CONDITIONAL USE; see Section 8 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

Adopt a resolution approving the proposed CONDITIONAL USE, pursuant to §1007 (Industrial Districts) and §1014 (Conditional Uses) of the City Code; see Section 9 of this report for the detailed action.

19 **4.0 BACKGROUND**

20 4.1 The property at 2205 County Road C2 has a Comprehensive Plan designation of
21 Industrial (I) and a zoning classification of General Industrial (I-2) District.

22 4.2 This CONDITIONAL USE proposal has been prompted by the applicant's desire to sell light-
23 duty cargo trailers. Despite the absence of specific recognition of trailers in Roseville's
24 City Code, Minnesota law defines them as a type of vehicle.

25 **5.0 STAFF COMMENTS**

26 5.1 While trailers are not technically *motor* vehicles, MN Statute 169.011 subd. 86 defines
27 trailers as "*any vehicle designed for carrying property or passengers on its own structure*
28 *and for being drawn by a motor vehicle but does not include a trailer drawn by a truck-*
29 *tractor semitrailer combination or an auxiliary axle on a motor vehicle which carries a*
30 *portion of the weight of the motor vehicle to which it is attached.*" Based on the
31 association in State Statute between motor vehicles and trailers, Community
32 Development staff has determined that it is appropriate to regulate the sales of trailers
33 conforming to the above definition in the same way as the automobiles that tow them.

34 5.2 Section 1007.015 (Industrial District Uses) of the City Code allows motor vehicle sales in
35 an I-2 district as a CONDITIONAL USE. Since the subject property is within an I-2 district,
36 therefore, staff has determined that trailer sales may be allowed as a CONDITIONAL USE.

37 5.3 Section 1014 of the Roseville City Code allows the City Council to review uses that are
38 CONDITIONALLY PERMITTED in a zoning district and, in order to protect the public health,
39 safety, and general welfare, may approve such a use, imposing any additional conditions
40 deemed necessary that are above and beyond the licensing requirements or other
41 operating regulations. Planning Division staff recommends that the parking/display/sales
42 area used for the trailer sales be required to comply with the normal parking requirements
43 for I-2 districts established in §1007.01 (Industrial Setbacks) which generally include:

- 44 a. Paved area with concrete curb and gutter and a 20-foot setback from the adjacent
45 rights-of-way lines;
- 46 b. Landscaping/screening within the setback that is 80% opaque and 3 feet tall; and
- 47 c. Storm water treatment and rate control for all new parking area pavement.

48 **6.0 REVIEW OF CONDITIONAL USE PERMIT CRITERIA**

49 6.1 Section 1014.01 (Conditional Uses) of the City Code requires the Planning Commission
50 and City Council to consider the following criteria when reviewing a CONDITIONAL USE
51 proposal:

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

- 59 6.2 **Impact on traffic:** The 7th edition of the Institute of Transportation Engineers (ITE)
60 manual indicates that warehousing or “light industry” (both permitted uses in the I-2
61 District) on a property this size could generate about 99 vehicle trips on the average
62 weekday. The ITE manual also contains trip generation for new vehicle sales (i.e., about
63 33 vehicle trips per 1,000 square feet), but these figures are discussed in relation to
64 building area whereas the sales use on this site would be largely outdoors. Nevertheless,
65 if the proposed trailer sales were limited to 3,000 square feet of the lot area, Planning
66 Division staff would not expect the traffic to exceed that of other permitted uses.
- 67 6.3 **Impact on parks, streets and other public facilities:** Because Planning Division
68 expects the proposed trailer sales use to generate less traffic than other permitted uses, it
69 should not have an adverse impact on the City’s parks, streets, and/or other facilities.
- 70 6.4 **Compatibility ... with contiguous properties:** Paving of the parking area used for
71 trailer display would improve the area by reducing dust and adding landscaping, and the
72 display of trailers in the parking area would have less visual impact than the trucks
73 related to the existing wholesale business; thus the proposed use would not have negative
74 impacts on contiguous properties.
- 75 6.5 **Impact of the use on the market value of contiguous properties:** When a property is
76 assigned Zoning and Comprehensive Plan land use designations, careful consideration is
77 given to protecting the value of surrounding properties. In light of this, and because
78 vehicle sales is among the uses allowed in the I-2 District and is consistent with the
79 “industrial” designation of the Comprehensive Plan, the Planning Division has
80 determined that the proposed trailer sales will not have an adverse impact on the market
81 value of contiguous properties.
- 82 6.6 **Impact on the general public health, safety, and welfare:** The Planning Division
83 believes that the proposed trailer sales will function similar to the existing truck
84 wholesale business or the nearby automobile dealers and so would have no discernable
85 impact on the general public health, safety, and welfare.
- 86 6.7 **Compatibility with the City’s Comprehensive Plan:** A motor vehicle dealership is a
87 conditionally permitted use in the I-2 General Industrial District and is compatible with
88 the Comprehensive Plan designation of Industrial.

89 7.0 PUBLIC HEARING

- 90 7.1 On June 3, 2009 the Roseville Planning Commission held the duly-noticed public hearing
91 for the requested CONDITIONAL USE approval. In addition to limiting the size of the
92 trailers in order to prevent the sales of larger, commercial-type trailers, the Planning
93 Commission expressed an interest in opening communication with the property owner
94 about paving and landscaping more of the property than just the area used for trailer
95 display – especially other areas adjacent to the public streets. Because the applicant will
96 already need to talk with the property owner about paving and landscaping the area of the
97 site dedicated to trailer display, staff has asked the applicant to expand the conversation
98 with the property owner to include the possibility of bring more of the site into
99 compliance with the parking area requirements. Staff has not yet learned the results of
100 these discussions, but will continue to pursue greater compliance on the property.

101 7.2 No one appeared to speak about the proposal at the public hearing and no communication
102 from the public on this matter has been received by staff. Draft minutes of the Planning
103 Commission meeting are included with this report as Attachment E.

104 **8.0 RECOMMENDATION**

105 Based on the comments and findings outlined in Sections 5 – 7 of this report, the
106 Planning Division concurs with the recommendation of the Planning Commission to
107 approve the proposed CONDITIONAL USE to allow the proposed sale of light-duty cargo
108 trailers pursuant to §1007.015 and §1014.01 of the Roseville City Code subject to the
109 following conditions:

- 110 a. Outdoor display area shall be limited to 3,000 square feet;
- 111 b. Outdoor display area and the lot area between the outdoor display area and
112 adjacent property lines shall conform to the standard City Code requirements for
113 industrial properties including, but not limited to, parking area setbacks, site
114 landscaping, paving, and storm water mitigation; and
- 115 c. Trailers sold shall be limited to those that meet the definition in MN Stat. 169.011
116 subd. 86 and not exceeding 14 feet in overall length and 8 feet in overall width.

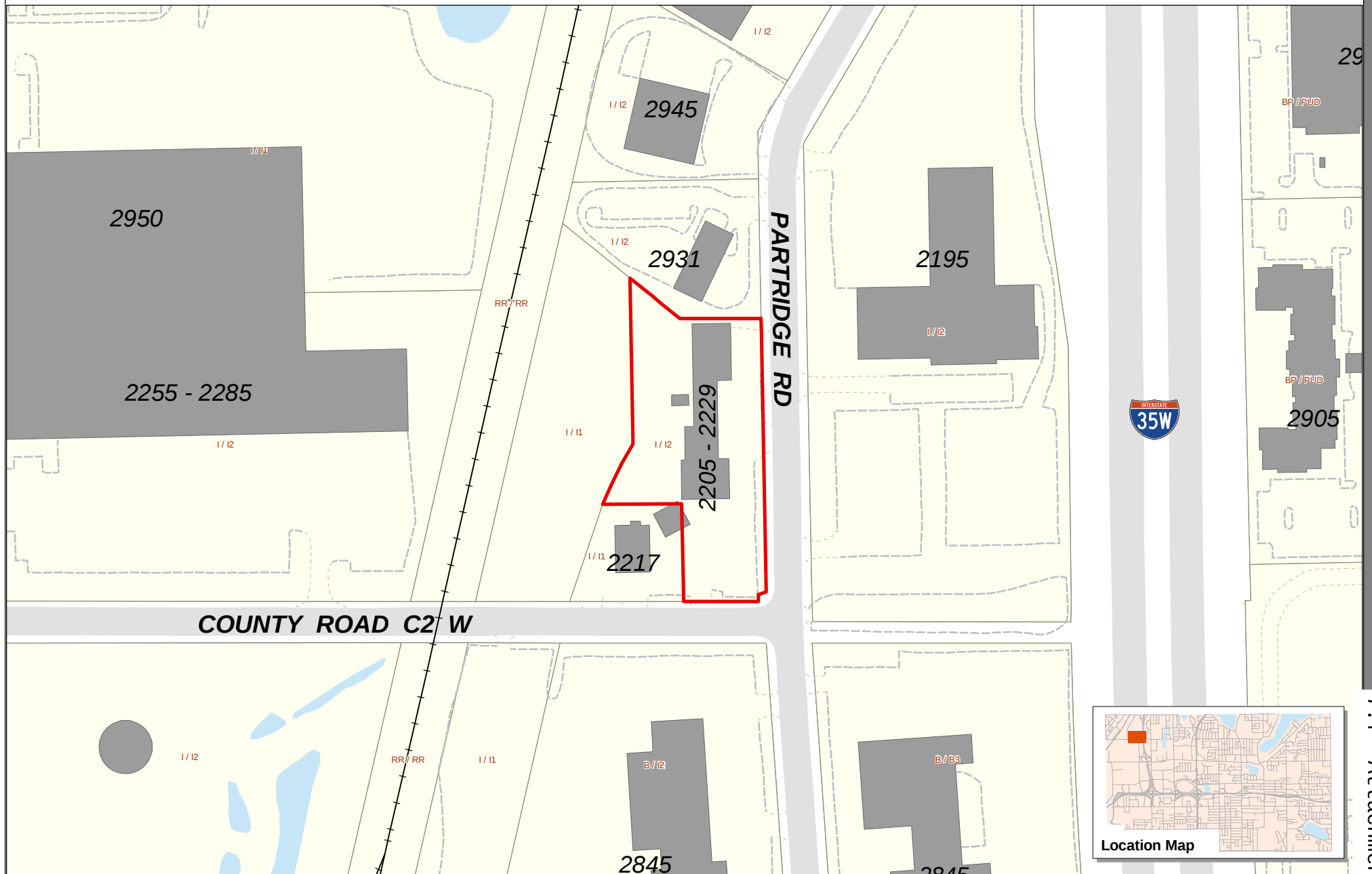
117 **9.0 SUGGESTED ACTION**

118 **Adopt a resolution approving the proposed** CONDITIONAL USE for Twin City Truck
119 Sales, allowing the sale of trailers at 2205 County Road C2, based on the comments and
120 findings of Sections 5 – 7, and the conditions of Section 8 of this report.

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

Attachments:	A: Area map	D: Proposed site plan
	B: Aerial photo	E: Draft Planning Commission minutes
	C: Illustrations of trailers	F: Draft resolution

Attachment A: Location Map for Planning File 09-015



Prepared by:
Community Development Department
Printed: May 26, 2009



Site Location

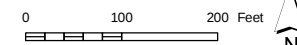
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (5/14/2009)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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



mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 09-015



Prepared by:
Community Development Department
Printed: May 26, 2009



Site Location

Data Sources

* Ramsey County GIS Base Map (5/14/2009)

* Aerial Data: Pictometry (4/2008)

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

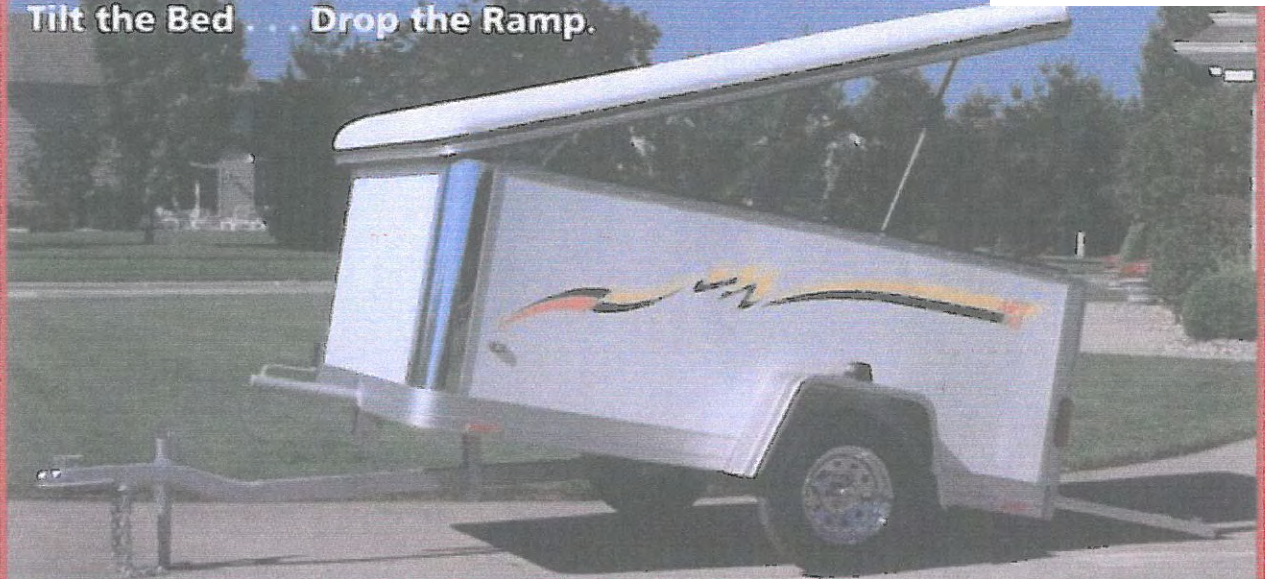
Disclaimer

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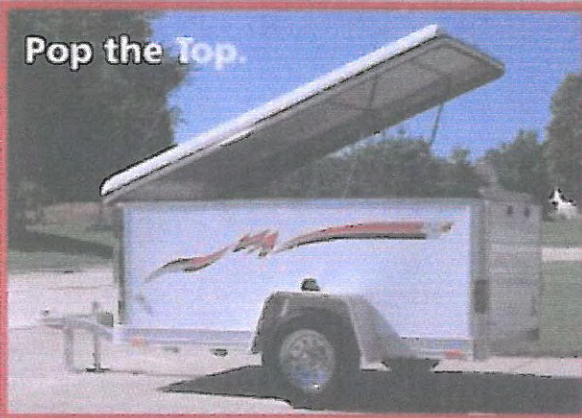
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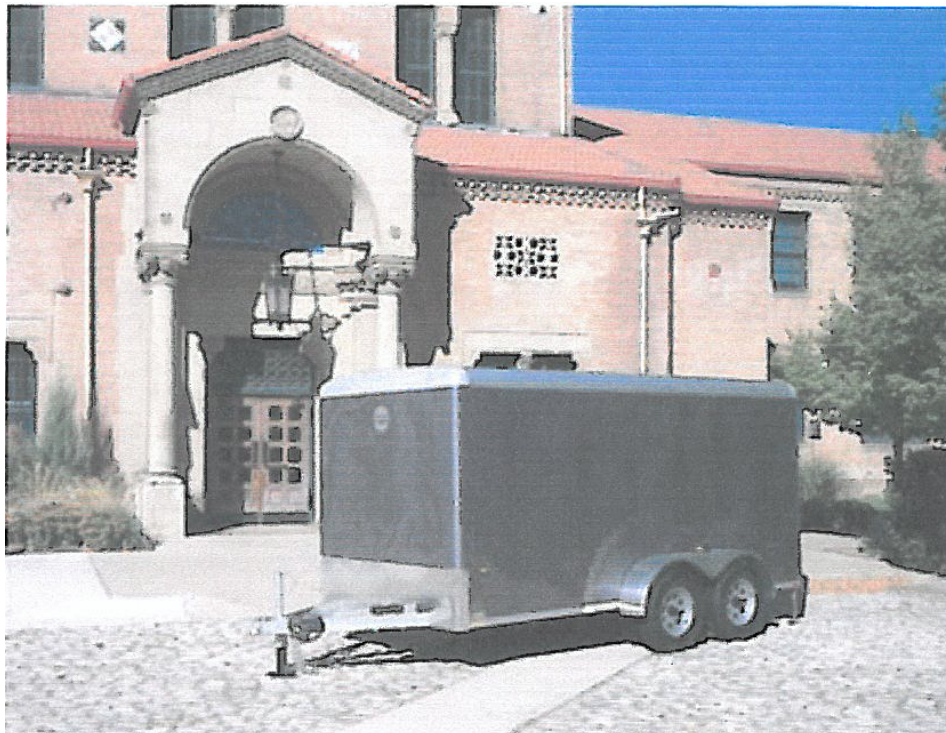
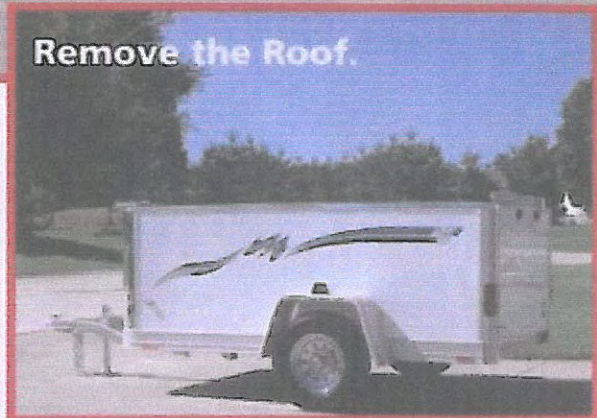
Tilt the Bed . . . Drop the Ramp.



Pop the Top.



Remove the Roof.





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

SOURCES: City of Roseville and Ramsey County, The Lawrence Group; May 15, 2009 for City of Roseville data and Ramsey County property records data, May

PLANNING FILE 09-015**Request by Twin City Truck Sales for approval of a proposed conditional use of a portion of the property at 2205 County C-2 Road to allow sales of light duty utility trailers at the property**

Vice Chair Boerigter opened the Public Hearing for Planning File 09-015.

Associate Planner Bryan Lloyd reviewed staff's analysis of the request by Twin City Truck Sales, in conjunction with property owner Cleanco Truck Wash, for CONDITIONAL USE approval to allow the sale of new, light-duty cargo trailers at 20205 County Road C-2.

Staff recommended approval of the request for the request by Twin City Truck Sales, in conjunction with property owner Cleanco Truck Wash, for CONDITIONAL USE approval to allow the sale of new, light-duty cargo trailers at 20205 County Road C-2; based on the comments and findings outlined in Sections 5 and 6 of the project report dated June 3, 2009; and pursuant to Roseville City Code, Sections 1005.015 and 0114.01.

Discussion included definition of light trailers, per Minnesota Statute 169.011, subd. 86; staffs' use of the Institute of Transportation Engineers (ITE) manual to determine vehicle trip generation from the site and trailer display/sales limited to 3,000 square feet of the total lot area, with any additional footage requiring a more formal traffic analysis by the applicant or property owner allowing for more detailed study by staff; whether "light trailer" would be defined in approving the request; and how to create such a definition.

Further discussion included setback area proposed; pervious/impervious materials in the setback area with existing non-conforming use; unmaintained grassy areas adjacent to or within the setback; auto sales as a Conditional Use (Section 7.2 of the staff report); paving of the display area while the non-paved area outside the display area remains noncompliant with City Code, but as a legal, non-conforming use; and determining where the lot ends and areas of encroachment.

Applicant Representative, Anthony Trowbridge, 465 Woodruff Avenue; property owner, Jim Trapp, was not present

Mr. Trowbridge concurred with Commissioners that landscaping needed to improve; however, noted his limitations as a short-term tenant and not the property owner, and with the property currently for sale. Mr. Trowbridge addressed the type of light trailers (i.e., used for hauling yard waste, golf carts, lawn equipment, etc. Mr. Trowbridge advised that conditioning approval on fencing the sales/display area would be cost prohibitive for his proposed use.

Vice Chair Boerigter noted the other large commercial uses in the vicinity (i.e., car dealerships) and questioned if a real concern existed for the proposed sale/display of light trailers versus medium, given those other adjacent uses.

Mr. Lloyd advised that the zoning ordinance table only provided for light trailer use, not allowing for semi-trailer sales, whether intentional or just an oversight.

Chair Doherty recommended that the applicant work with staff to identify "light trailers" as shown on Attachment C to the staff report dated June 3, 2009; opining that the definition in State Statute was too broad and should be defined as consistent with the photos provided in Attachment C.

Mr. Lloyd noted that staff had provided that definition in Section 5.1 of the staff report, and noted the difficulty in recording Conditional Use approval with graphics or illustrations rather than in narrative form at Ramsey County. Mr. Lloyd advised that he would perform additional research to further define the intent of the Planning Commission.

Public Comment

No one appeared to speak for or against.

Vice Chair Boerigter closed the Public Hearing for Planning File 09-015 at 7:33p.m.

MOTION

Member Boerigter moved, seconded by Member Cook to RECOMMEND TO THE CITY COUNCIL APPROVAL of the proposed CONDITIONAL USE for Twin City Truck Sales, allowing the sale of trailers at 2205 County Road C-2; based on the comments and findings of Sections 5 and 6; and the conditions of Section 7 of the project report dated June 3, 2009; amended as follows:

- Add Condition C that the applicant would work with staff to define "light duty trailers" by Gross Vehicle Weight (GVW) or class as acceptable and consistent with illustrations provided in Attachment C prior

to the case being heard at the City Council level; and that that definition be included in the Conditional Use documents recorded with Ramsey County as such.

Commissioner Wozniak suggested an additional condition that the applicant works with staff to improve the aesthetics of the area, outside the 3,000 square foot display/sales area, through maintained grass, paving or landscaping techniques.

Vice Chair Boerigter opined that he was not inclined to make that a condition of approval, since the applicant was a tenant, not the property owner; and advised that he would be more supportive of engaging the property owner in bringing the remaining property up to code at some point.

Further discussion included the process for requiring paving of the current gravel lot, in conjunction with installation of curb and gutter and landscaping along the street frontage and property line; parking spaces on the site not related to this use; whether enough parking existed for different industrial uses already there; and staff's perspective that conditions for Conditional Use approval be defensibly related to the requested use itself.

Chair Doherty opined that he would not be supportive of requiring that the entire property be brought up to code.

Vice Chair Boerigter opined that he would not be supportive of a condition on the entire property; however, he observed that it would be nice if the property owner would take the initiative to clean up the unpaved area on his own.

Commissioner Gottfried opined that he wasn't sure how far to push this discussion since the property owner was not present to confirm their intent.

Vice Chair Boerigter suggested that the Condition B of staff's recommendations remain as indicated; ***with the applicant and/or property owner strongly encouraged by the Planning Commission to clean up the adjacent portion of the lot beyond the current gravel area.***

Commissioner Wozniak encouraged staff to work with the property owner to improve surface conditions on areas outside or adjacent to the paved area.

Ayes: 7

Nays: 0

Motion carried.

**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 18th day of May, 2009, at 6:00 p.m.

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

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

**RESOLUTION NO. _____
A RESOLUTION APPROVING TRAILER SALES AS A CONDITIONAL USE IN
ACCORDANCE WITH §1007.015 AND §1014.01 OF THE ROSEVILLE CITY CODE
FOR TWIN CITY TRUCK SALES & SERVICE LTD AND CLEANCO TRUCK WASH
(PF09-015)**

WHEREAS, Cleanco Truck Wash owns the property at 2209-2229 County Road C2; and

WHEREAS, the subject property is legally described as:

**Legal description here
PIN: 05-29-23-13-0007**

WHEREAS, through the applicant, Twin City Truck Sales & Service, Ltd., the property owners seek to allow the sale of light-duty trailers which is a conditionally permitted use in the applicable General Industrial Zoning District; and

WHEREAS, The Roseville Planning Commission held the public hearing regarding the requested CONDITIONAL USE, voting 7-0 to recommend approval of the request based on public comment and the comments and findings of the staff report dated June 3, 2008; and

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

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

- a. Outdoor display area shall be limited to 3,000 square feet;
- b. Outdoor display area and the lot area between the outdoor display area and adjacent property lines shall conform to the standard City Code requirements for industrial properties including, but not limited to, parking area setbacks, site landscaping, paving, and storm water mitigation; and
- c. Trailers sold shall be limited to those that meet the definition in MN Stat. 169.011 subd. 86 and not exceeding 14 feet in overall length and 8 feet in overall width.

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

37 WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Twin City Truck Sales, 2205 County Road C2 (PF09-015)

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 29th day of June 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 29th day of June 2009.

(SEAL)

William J. Malinen, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/29/09
Item No.: 7.g

Department Approval



City Manager Approval



Item Description: Approve Maintenance Agreement for Stormwater Management Facilities between Rice Creek Watershed District and the City of Roseville for the Twin Lakes Infrastructure Improvements- Phase I

BACKGROUND

Storm water management facilities including rain gardens, an infiltration chamber, and a storm water reuse facility are being constructed within the right-of-way as part of the Twin Lakes Infrastructure Improvements- Phase I. These facilities are necessary to meet Rice Creek Watershed District's storm water treatment requirements and the City's Green Infrastructure goals.

The District requires the installation and maintenance of new storm water management facilities according to the district rules for city public works' projects, including street reconstruction projects. One of the permit requirements is to enter into a Maintenance Agreement covering the maintenance of the new storm water management facilities.

POLICY OBJECTIVE

This agreement will cover the storm water management facilities constructed in association with this project. Maintenance of storm water facilities is required by our Minnesota Pollution Control Agency Storm Water Pollution Prevention Permit (SWPPP). It is also consistent with our Public Works Policies to adequately maintain infrastructure.

FINANCIAL IMPACTS

The Public Works Department is committed to maintaining new facilities when they are installed. This agreement does not increase our level of maintenance over what we would have done without the agreement.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Maintenance Agreement for Stormwater Management Facilities between Rice Creek Watershed District and the City of City of Roseville for the Twin Lakes Infrastructure Improvements- Phase I.

REQUESTED COUNCIL ACTION

Motion to approve Maintenance Agreement for Stormwater Management Facilities between Rice Creek Watershed District and the City of Roseville for the Twin Lakes Infrastructure Improvements- Phase I.

Prepared by: Debra Bloom, City Engineer

Attachment A: Maintenance Agreement for Stormwater Management Facilities

MAINTENANCE AGREEMENT
Stormwater Management Facilities
Between the Rice Creek Watershed District and
City of Roseville, Minnesota

This Maintenance Agreement ("Agreement") is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D and a drainage authority pursuant to chapter 103E of the laws of the State of Minnesota, (RCWD), and the City of Roseville, Minnesota ("Permittee").

Recitals and Statement of Purpose

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule C, Stormwater Management Plans;

WHEREAS Rule C imposes certain requirements, which the Permittee will meet in this case by constructing and maintaining stormwater management facilities as identified on the site plan incorporated into this Agreement as Attachment A;

WHEREAS in accordance with Rule C and as a condition of Permit 09-024, the Permittee's obligation to maintain these stormwater facilities must be memorialized by a recorded maintenance declaration or, alternatively, a maintenance agreement establishing the Permittee's perpetual maintenance obligation;

WHEREAS the Permittee and the RCWD execute this Agreement to fulfill the condition of Permit 09-024, and concur that it is binding and rests on mutual valuable consideration;

THEREFORE:

1. The Permittee, at its cost, will inspect and maintain the stormwater management facilities delineated and labeled on Attachment A as follows: storm sewer, storm water planters, storm water planter inlets, storm water reuse facility, storm water reuse booster station, pressure reducing and pressure

1 sustaining water distribution control and subsurface infiltration system. The
2 Permittee will:

- 3 a. Inspect storm water planters, annually, to ensure that the facilities
4 continue to perform per design. Remove invasive vegetation, maintain
5 healthy plant growth and remove excess sediment and debris.
6
- 7 b. Inspect storm water reuse facility, subsurface infiltration system, and
8 storm water planter inlets annually. Accumulated sediment and debris
9 will be removed so that the each facility continues to operate as designed
10 and erosion or structural problems are corrected.
11
- 12 c. Inspect storm water reuse booster station and pressure reducing and
13 pressure sustaining water distribution controls annually. Ensure
14 preservation of designed function to provide captured storm water for
15 irrigation.
16
- 17 d. Inspect conveyances and other structures annually. Ensure
18 preservation of designed hydraulic capacity.
19

20 2. If the Permittee conveys into private ownership a fee interest in all or any
21 portion of the public property that is subject to this Agreement, it must require
22 as a condition of sale, and enforce: (a) that the purchaser record a declaration
23 on the property incorporating the stormwater management facility maintenance
24 requirements of this Agreement; and (b) that recordation occur either before any
25 encumbrance is recorded on the property or, if after, only as accompanied by a
26 subordination and consent executed by the encumbrance holder ensuring that
27 the declaration will run with the land in perpetuity. If the Permittee conveys into
28 public ownership a fee interest in all or any portion of the property that is
29 subject to this Agreement, it must require as a condition of the purchase and
30 sale agreement that the purchaser accept an assignment of all obligations
31 vested under this Agreement.
32

33 3. This Agreement is in force for five years from the date on which it is fully
34 executed and will renew automatically for five-year terms unless terminated by
35 the parties. This Agreement may be amended only in a writing signed by the
36 parties.
37

38 4. The recitals are incorporated as a part of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

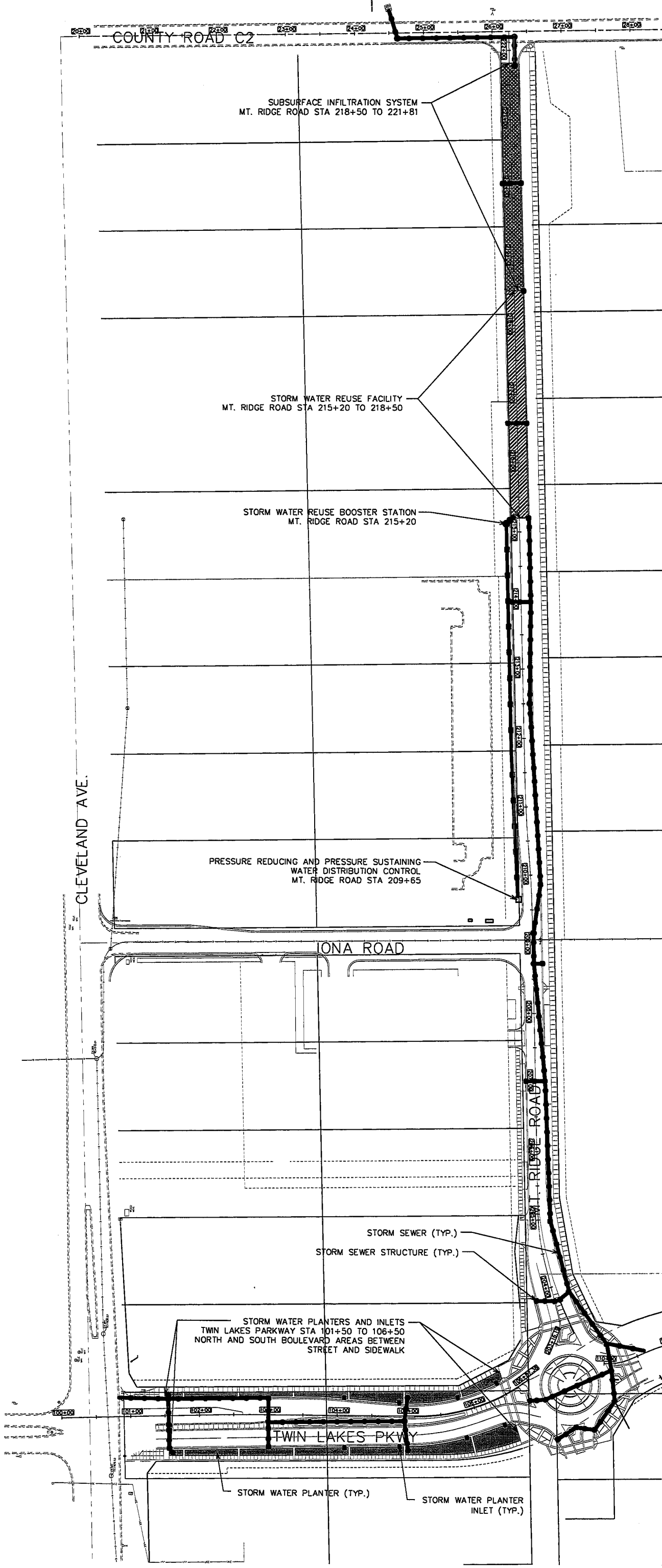
RICE CREEK WATERSHED DISTRICT

By_____ Date:
District Administrator

CITY OF ROSEVILLE, MINNESOTA

By:_____ Date:
Its _____

ATTACHMENT A



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/29/09
Item No.: 7 . h

Department Approval



City Manager Approval



Item Description: Approve an Agreement with the City of Lauderdale for Connection to Sanitary Sewer System

BACKGROUND

Staff has previously discussed the mill and overlay and safety improvements project being undertaken by the Minnesota Department of Transportation on Trunk Highway 280 this year. This project has an impact on the city's sanitary sewer lift station that serves the Paper Calmenson site. The operation of the highway after this project will cause a safety concern for maintenance of the lift station which currently is off the shoulder of the roadway. We have had considerable discussion with MnDot regarding relocation of this lift station and they have agreed to pay for a portion of the relocation costs. We have an agreement drafted by MnDot that has been reviewed by the City Attorney for the participation in relocating or eliminating this station. Staff is requesting action on this agreement separately.

The City of Roseville studied the feasibility of relocating or eliminating this lift station in 2004. The preferred option identified in that study was eliminating the lift station by constructing a gravity line to the City of Lauderdale to allow conveyance of the wastewater to the Metropolitan Council's trunk system via a relatively new line in Lauderdale's system. This was the lowest cost to construct alternative identified and has the least long term maintenance costs and operational potential problems. Replacing this lift station with another mechanical station and new gravity and force mains would cost significantly more than this alternative. Lauderdale has adequate excess capacity in their line to accommodate redevelopment of the PaperCal site to a higher use. We have discussed this connection with Lauderdale staff and their City Council and have had our City Attorney draft an agreement for this connection (Attachment A). Per the agreement Roseville will pay Lauderdale a connection charge for the needed capacity. This was calculated as a percentage of the construction cost of their line based on the flow percentage we need to accommodate future redevelopment for this site. The connection charge is a one time cost of \$87,500. Per the agreement Roseville will share in future maintenance of the Lauderdale line.

The lift station we are eliminating has been in place for nearly 50 years and is in need of replacement. We have not proposed reconstruction of this station previously in anticipation of the need to relocate for safety reasons and the current lack of capacity for future redevelopment of the area of service.

POLICY OBJECTIVE

The City of Roseville has constructed sanitary sewer facilities to serve all properties in the city. The city maintains these facilities to ensure reliable service that minimizes the potential for disruption of service and potential for property damage.

31 **FINANCIAL IMPACTS**

32 Mndot has committed through an agreement to pay construction costs for the new sanitary sewer line to
33 Lauderdale's sewer system. The City of Roseville will incur the cost for connection charges to
34 Lauderdale's system. The city will also incur maintenance costs for our new line and a proportional
35 share of the Lauderdale line. The connection charge to Lauderdale's system and the maintenance costs
36 will be funded from the Sanitary Sewer Fund.

37 **STAFF RECOMMENDATION**

38 Staff recommends approval of an Joint Powers Agreement with the City of Lauderdale for connection to
39 their sanitary sewer system to serve the PaperCal site.

40 **REQUESTED COUNCIL ACTION**

41 Motion approving an agreement with the City of Lauderdale for connection to sanitary sewer system.

Prepared by: Duane Schwartz, Public Works Director

Attachments: A. Joint Powers Agreement

B. Map

**JOINT POWERS AGREEMENT
PACAL SANITARY SEWER LINE**

This Joint Powers Agreement (the "Agreement") is made by and between the city of Roseville ("Roseville"), a municipal corporation under the laws of Minnesota, and the city of Lauderdale ("Lauderdale"), a municipal corporation under the laws of Minnesota.

RECITALS

WHEREAS, Roseville presently maintains sanitary sewer and related equipment, including a lift station, on the east side of TH 280; and

WHEREAS, the sanitary sewer and related equipment presently serve the Paper Calmenson property, as hereinafter defined; and

WHEREAS, the Minnesota Department of Transportation ("MnDOT") is in the process of letting State Project Numbers 6241-51 and 6242-67, which will involve MnDOT's acquisition of the sanitary sewer and related equipment which presently serves the Paper Calmenson property; and

WHEREAS, Lauderdale owns and operates a sanitary sewer line on the west side of TH 280 which is available to serve the Paper Calmenson property; and

WHEREAS, Lauderdale is willing to cooperate with Roseville and provide sanitary sewer service to the Paper Calmenson property on the terms set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Construction of Roseville Facilities; Connection to Lauderdale Line. Roseville intends to construct a new sanitary sewer line serving the Paper Calmenson property ("PaCal Property") as that site is outlined in the attached Exhibit A. Lauderdale grants to Roseville a right and license to connect into an existing Lauderdale Trunk Sewer line (the "Trunk Sewer"), also identified in Exhibit A. Roseville shall provide the plans for this project to Lauderdale for review and design approvals for the point at which the new sewer line connects to the Trunk Sewer. Roseville shall pay the full cost of constructing its facilities and for connecting to the Trunk Sewer.
2. Connection Fee. Roseville, upon completion and connection of the new sanitary sewer line to the Trunk Sewer, will pay Lauderdale the sum of \$87,500 as a connection charge. This charge is based on a presumed redevelopment capacity of the PaCal Property of a flow of 115 gpm. If actual redevelopment of the PaCal Property exceeds this flow presumption, the parties agree to equitably adjust this fee.
3. Preventative Maintenance. Given the flow contribution of the new sanitary sewer line to the Trunk Sewer, the parties agree to share in the preventative maintenance cleaning cost

of the Trunk Sewer and the manholes as identified in Exhibit A once every five years. Lauderdale agrees to contribute \$15,000 to the cost for cleaning, to be performed by Roseville, which sum shall be deducted from the connection fee payment described in paragraph 2 above. Lauderdale's contribution shall be considered as payment in full for preventative maintenance every five years through 2110.

4. Major Maintenance. In the event major maintenance of the Trunk Sewer is required in the future, the parties agree that they will share in the cost of the work on a percentage basis, with Roseville's share based on the percentage of allocated capacity (16.5%) of the Trunk Sewer and Lauderdale's share being 83.5%. For purposes of this paragraph, "major maintenance" is defined as any maintenance except routine cleaning and televising provided for under paragraph 3 above. Both parties shall approve, in writing, the plans for major maintenance of the Trunk Sewer.
5. Ownership. Roseville shall own the line and associated structures constructed within its corporate limits and shall maintain them in good operating order. Roseville shall pursue the licensure necessary to maintain the Roseville line. Lauderdale shall retain ownership of the Trunk Sewer and associated structures existing within its corporate limits.
6. Ordinances Governing Use. Roseville shall maintain ordinances governing sanitary sewer service to the PaCal Property which are consistent with Lauderdale's ordinances. After written notice to Roseville, per the requirements of paragraph 13, Lauderdale shall have the right to terminate sanitary sewer service for violations of Lauderdale's ordinances associated with the PaCal Property.
7. Plan Review. Lauderdale shall have the right to review plans for any private or public improvement projects on the PaCal Property that will utilize the Trunk Sewer. The plan review shall be for the sole purposes of determining consistency with Lauderdale sanitary sewer ordinances, calculating the appropriate fees pursuant to the ordinances, and ensuring that the capacity of the Trunk Sewer will not be exceeded. To the extent Roseville can recover plan review fees from the developers, Roseville shall reimburse Lauderdale for its administrative and consultant expenses in reviewing the plans.
8. Capacity; Lauderdale Discretion. Lauderdale represents that it will maintain through the term of this Agreement the capacity required for sanitary sewer service to the PaCal Property, subject to the capacity limitations specified in this Agreement. Notwithstanding anything else herein, nothing in this Agreement shall be construed to limit or restrict Lauderdale's ability to make decisions regarding its facilities and service in the reasonable exercise of its discretion as the owner and operator of its utilities.
9. Service Interruption. In the event sanitary sewer service must be interrupted for necessary non-emergency maintenance, Lauderdale shall give Roseville seven days' notice. Notice shall include a plan for maintenance and alternative service to be provided, if any, and the period of time service shall be interrupted, which plan and time period shall be reasonable in light of the circumstances. In case of emergencies, Lauderdale shall give Roseville immediate notice and provide a reasonable plan for

1 maintenance as soon as possible. Roseville shall be responsible for notifying PaCal
2 Property users of service interruptions.
3

- 4 10. User Fees. PaCal Property users served by the Trunk Sewer must pay the fees and
5 charges established by Roseville. Sanitary sewer flows from the PaCal Property shall be
6 determined by water meter readings made by Roseville. Roseville shall pay the sanitary
7 sewer user fees charged by the Metropolitan Council to Lauderdale quarterly based on
8 Roseville's water meter readings.
9

- 10 11. SAC Fees. Roseville shall pay directly to Metropolitan Council a Service Availability
11 Charge (SAC) fee upon redevelopment of the PaCal Property for each residential
12 equivalency unit determined by the Metropolitan Council to be in excess of current
13 usage. Roseville shall also be responsible for its proportionate share of any fees, costs
14 or surcharges imposed on Lauderdale regarding the Trunk Sewer by the Metropolitan
15 Council or any other permitting or regulatory authority.
16

- 17 12. Amendment of Ordinances. In the event Lauderdale amends its ordinance regarding
18 user fees, Lauderdale shall give Roseville written notice 60 days prior to the effective
19 date of such rate change or when such notice is provided to other Lauderdale users,
20 whichever is earlier. Roseville shall have the same right as any Lauderdale user to
21 challenge bills received from Lauderdale.
22

- 23 13. Remedies. In the event either party breaches any of its obligations under this
24 Agreement, the non-breaching party shall have the right to bring an action at law for its
25 available remedies, including termination of this Agreement, but only after giving 30
26 days' written notice of the breach to the breaching party and opportunity to cure the
27 breach. If the breaching party does not cure the breach within the 30 day notice period,
28 the non-breaching party may commence an action after giving 10 days' written notice to
29 the breaching party that it intends to bring such action. Nothing herein shall limit the
30 causes of action or equitable rights that the non-breaching party may assert pursuant to
31 this Agreement.
32

- 33 14. Termination by Roseville. Roseville reserves the right to terminate this Agreement
34 without cause for the purpose of providing its own sanitary sewer utilities to the PaCal
35 Property.
36

- 37 15. Term. This Agreement shall be perpetual unless terminated in accordance with its
38 terms.
39

- 40 16. Indemnity. Roseville shall defend, indemnify and hold harmless Lauderdale, its
41 officers, employees and agents for any claims arising from Roseville's use or
42 maintenance of sanitary sewer lines and related facilities within the boundaries of
43 Roseville. Lauderdale shall defend, indemnify and hold harmless Roseville, its officers,
44 employees and agents for any claims arising from Lauderdale's use or maintenance of
45 the Trunk Sewer.
46

1 17. Modification. This Agreement may be modified only by written agreement of both
2 parties.
3

4 18. Notice. All notices required by this Agreement shall be in written form and shall be
5 deemed delivered upon placement in the United States mail, certified and return receipt
6 requested, or by personal delivery:
7

8 As to Lauderdale: City of Lauderdale
9 1891 Walnut Street
10 Lauderdale, MN 55113
11 Attn: City Administrator
12

13 As to Roseville: City of Roseville
14 2660 Civic Center Drive
15 Roseville, MN 55113
16 Attn: City Manager
17

18 or to such other address or party as the parties may notify one another pursuant to this
19 Agreement.
20

21 19. Governing Law. This Agreement shall be construed by the law of Minnesota.
22

23 20. Severability. In case any one or more of the provisions contained in this Agreement
24 shall be held invalid, illegal or unenforceable in any respect by a court of competent
25 jurisdiction, the validity, legality and enforceability of the remaining provisions
26 contained herein and any other application thereof shall not in any way be affected or
27 impaired thereby.
28

29 21. Entire Agreement. This Agreement and the attached exhibit shall constitute the entire
30 agreement between Roseville and Lauderdale, and supersedes any other written or oral
31 agreements between Roseville and Lauderdale on matters covered hereby.
32

33 22. Counterparts. This Agreement may be simultaneously executed in any number of
34 counterparts, all of which shall constitute one and the same instrument.
35

36 23. Effective Date. The effective date of this Agreement shall be the date on which it is
37 executed by the second party to sign. This Agreement shall not become effective until it
38 has been executed by both parties to the Agreement.
39
40
41

1
2

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7

CITY OF LAUDERDALE

CITY OF ROSEVILLE

By _____
Its Mayor

By _____
Its _____

By _____
Its City Administrator

By _____
Its _____

Dated: _____

Dated: _____

EXHIBIT A
Paper Calmenson
Lift Station Location

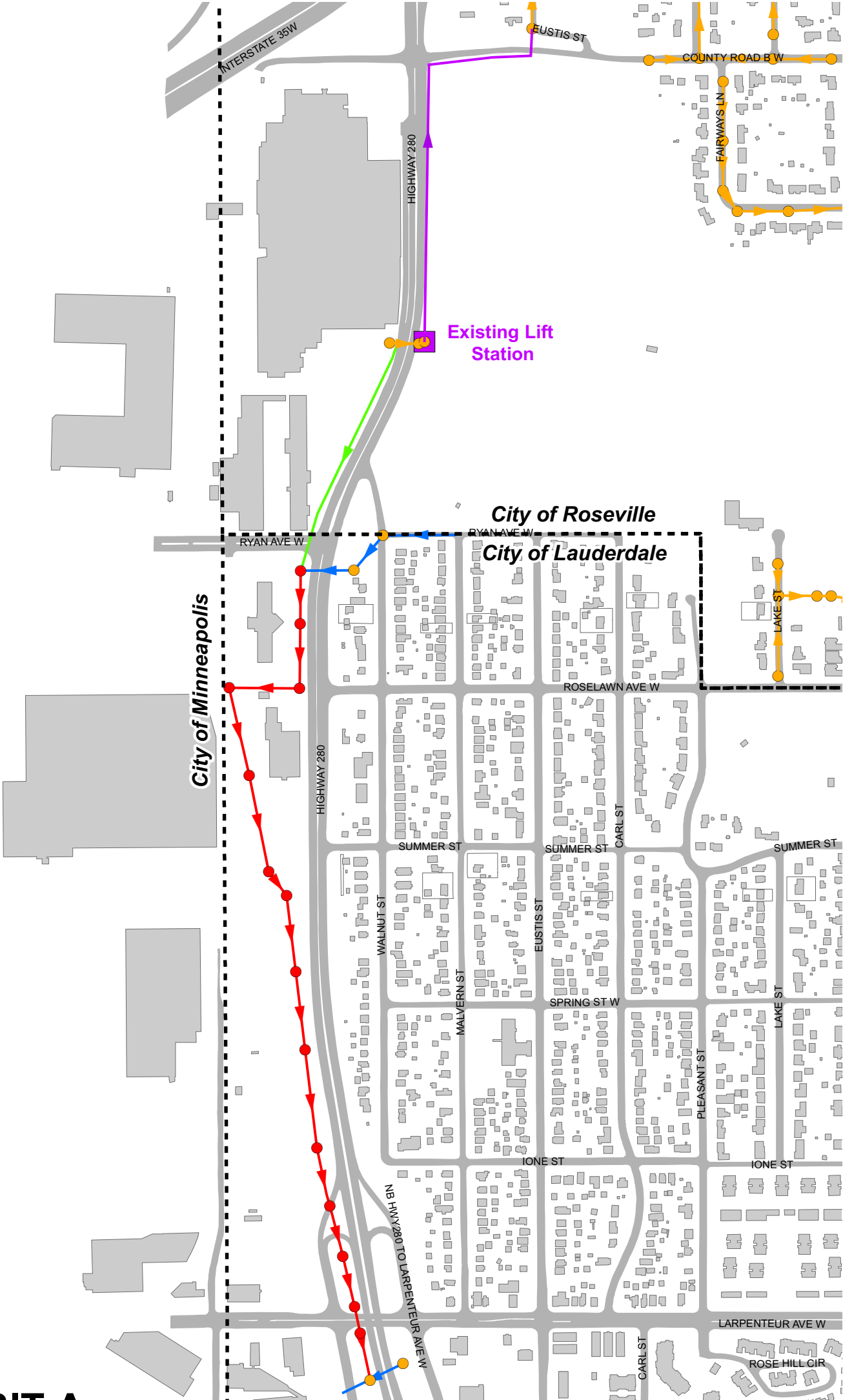
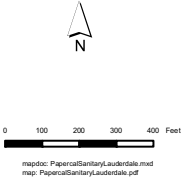


Prepared by:
Engineering Department
May 19, 2009

- Existing Lauderdale Trunk Sewer Line Referenced in Agreement
- Existing Lauderdale Manhole Referenced in Agreement
- Existing Lauderdale Sanitary Pipe
- New Roseville Sanitary Sewer
- Existing Roseville Force Main
- Existing Roseville Sanitary Pipe
- Existing Roseville Sanitary Pipe
- Existing Manhole
- City Boundary

Date Sources and Contacts:
* Ramsey County GIS Base Map (3/30/09)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2880 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, together they may contain errors and be used for reference purposes only. The City does not warrant the accuracy, completeness or reliability of the data used in the preparation of this map. The City is not responsible for any errors or omissions in the data or for any consequences arising from the use of this map. The City is not responsible for any damages, including consequential damages, arising from the use of this map. The City is not responsible for any damages, including consequential damages, arising from the use of this map. The City is not responsible for any damages, including consequential damages, arising from the use of this map.



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/29/09
Item No.: 7.i

Department Approval



City Manager Approval



Item Description: Resolution Approving an Agreement with Minnesota Department of Transportation for Relocation of a Sanitary Sewer Lift Station and Contract for Quit Claim Deed

BACKGROUND

Staff has previously discussed the mill and overlay and safety improvements project being undertaken by the Minnesota Department of Transportation on Trunk Highway 280 this year. This project has an impact on the city's sanitary sewer lift station that serves the Paper Calmenson site. The operation of the highway after this project will cause a safety concern for maintenance of the lift station which currently is off the shoulder of the roadway. We have had considerable discussion with MnDot regarding relocation of this lift station and they have agreed to pay for a portion of the relocation costs. We have an agreement drafted by MnDot that has been reviewed by the City Attorney for the participation in relocating or eliminating this station. A copy of the agreement is attached (Attachment A). This agreement is for actual project costs. These costs are currently estimated at approximately \$300,000.

The lift station currently is located on right of way and city owned property. MnDot previously acquired a roadway easement over the underlying property. As a part of the agreement the city will quit claim deed its interest in the property.

The City of Roseville studied the feasibility of relocating or eliminating this lift station in 2004. The preferred option identified in that study was eliminating the lift station by constructing a gravity line to the City of Lauderdale to allow conveyance of the wastewater to the Metropolitan Council's trunk system via a relatively new line in Lauderdale's system. This was the lowest cost to construct alternative identified and has the least long term maintenance costs and operational potential problems. Replacing this lift station with another mechanical station and new gravity and force mains would cost significantly more than this alternative. Lauderdale has adequate excess capacity in their line to accommodate redevelopment of the PaperCal site to a higher use. We have discussed this connection with Lauderdale staff and their City Council and have had our City Attorney draft an agreement for this connection. Per the agreement Roseville will pay Lauderdale a connection charge for the needed capacity. This was calculated as a percentage of the construction cost of their line based on the flow percentage we need to accommodate future redevelopment for this site. The connection charge is a one time cost of \$87,500. Per the agreement Roseville will share in future maintenance of the Lauderdale line.

The lift station we are eliminating has been in place for nearly 50 years and is in need of replacement. We have not proposed reconstruction of this station previously in anticipation of the need to relocate for

30 safety reasons and the current lack of capacity for future redevelopment of the area of service.

31 **POLICY OBJECTIVE**

32 The City of Roseville has constructed sanitary sewer facilities to serve all properties in the city. The city
33 maintains these facilities to ensure reliable service that minimizes the potential for disruption of service
34 and potential for property damage.

35 **FINANCIAL IMPACTS**

36 Mndot through the agreement has committed to pay construction costs for the new sanitary sewer line to
37 Lauderdale's sewer system. The City of Roseville will incur the cost for connection charges to
38 Lauderdale. The city will also incur maintenance costs for our new line and a proportional share of the
39 Lauderdale line. The connection charge to Lauderdale's system and the maintenance costs will be
40 funded from the Sanitary Sewer Fund.

41 **STAFF RECOMMENDATION**

42 Staff recommends approval of agreement with MnDot for relocation of a sanitary sewer lift station and a
43 contract for quit claim deed.

44 **REQUESTED COUNCIL ACTION**

45 Resolution approving an agreement with MnDot for the relocation of a sanitary sewer lift station and
46 contract for quit claim deed.

Prepared by: Duane Schwartz, Public Works Director

Attachments: A. MnDot Agreement

B. Resolution

Prepared by:
Utility Agreements and Permits Unit
(Payable)
(\$0.00)
(Actual Cost)

S.P. 6241-51 (T.H. 280)
S.P. 6242-67 (T.H. 280)
Location: On T.H. 280 from Wabash Avenue
in the City of St. Paul to 0.22 miles north of
Broadway Street N.E. in the City of Roseville
Utility Owner: City of Roseville
Mn/DOT Agreement Number 94042

UTILITY RELOCATION AGREEMENT
AND
CONTRACT FOR QUITCLAIM DEED

This Agreement Number 94042 (Agreement) is between the State of Minnesota, acting through its Commissioner of Transportation (State), and the City of Roseville, including its agents, contractors, and subcontractors (City). This Agreement describes how the parties will mitigate the effects of a State construction project on the City.

RECITALS

The State plans to let a contract to construct State Project Number 6241-51 and State Project Number 6242-67 (Project) on Trunk Highway Number 280. The Project is located on T.H. 280 from Wabash Avenue in the City of St. Paul to 0.22 miles north of Broadway Street N.E. in the City of Roseville.

The City owns and operates sanitary sewer and related equipment (Facilities) in part on private property where the City has property rights, and in part within the limits of publicly owned right of way. The Facilities are within the limits of the Project.

The City must relocate the Facilities that are within the Project limits due to access issues (upgrading T.H. 280 to freeway design). Metro District has authorized this relocation work to be performed. The City has requested reimbursement for the cost of this relocation from the State.

Under Minnesota Statutes, section 161.20, subdivision 2, the State may acquire all properties necessary to construct, maintain, and improve the trunk highway system.

State law requires a written agreement between the State and the City which describes their separate responsibilities.

AGREEMENT

I. Term/Termination

- A) *Effective Date:* This Agreement is effective on the date the State obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2.
- B) *Commencement of Work:* Upon notice of Agreement approval, the City must commence work according to the terms of the Notice and Order and prosecute the work according to a schedule the State's Project Engineer (Project Engineer) approves.
- C) *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the City's ongoing maintenance obligation, have been satisfactorily fulfilled.
- D) *Termination by the State:* The State may terminate this Agreement at any time, with or without cause, on 30 days written notice to the City. Upon termination, the City will be entitled to payment, on a pro rata basis, for satisfactorily performed services.
- E) *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) City's Ongoing Maintenance Requirements; (VI) Audits; (VII) Indemnification/Insurance; and (IX) Governing Terms.

II. City's Duties

- A) *Relocation:* The City must:
 - 1) Relocate its Facilities according to:
 - a) The terms of the Notice and Order;
 - b) All applicable codes;
 - c) The directions of the Project Engineer and the State Utilities Engineer (Utilities Engineer);
 - d) The plans for the utility work, which are attached to this Agreement as Exhibit A. If any changes must be made to the plans, the Utilities Engineer must approve these changes in writing before the City performs the work to qualify for reimbursement; and
 - e) Mn/DOT's standard construction specifications.

- 2) Submit one copy of the State's Application for Utility Permit, Form 2525, including two copies of "proposed" sketches, for all Facilities within the trunk highway right of way to the Utilities Engineer before beginning relocation work.
- 3) Coordinate its operations with the State's contractor's (Contractor) operations and notify the Project Engineer at least two days before beginning and after completing each operational phase.
- 4) Stake the location and elevation of the proposed Facilities within the trunk highway right of way. The City must not begin construction until the Project Engineer approves the location and elevation.
- 5) Subcontract the relocation work that the City does not have adequate staff or equipment to perform. The City must obtain the Utilities Engineer's written approval before subcontracting and awarding a contract for other portions of the work. Except in an emergency or for the minor completion of a phase of work, obtain the Utilities Engineer's approval for overtime work to qualify for reimbursement. If the subcontracted utility work costs \$10,000.00 or more, the City must:
 - a) Enter into a written contract with the subcontractor for that work. The contract must include or incorporate the "Audits" clause in substantially the same form as it appears in Article (VI) of this Agreement; provide a detailed breakdown of the basis for compensation; and state that there will be no "penalty" or "winding up" charges for contract termination.
 - b) Provide copies of the contract to the State prior to its execution or before commencing work under an already executed "retainer-type" contract.
- 6) Complete all underground installations within the proposed roadways before the Contractor begins the base work operations. The City must not substitute backfilling material unless specifically authorized by the Project Engineer. The City must dispose of all rejected soil material within the highway right of way as directed by the Project Engineer. The City must mechanically compact all material replaced in the excavation. The City must restore all drainage and slopes to the Project Engineer's satisfaction.
- 7) Report the work it performs each day to the Project Engineer on the State's Daily Utility Report, Form 21191, or on another form that the State deems

acceptable. The City must submit this report to the Project Engineer no later than the day after performing the work.

- 8) Maintain accurate and up-to-date relocation cost records throughout the course of the Project.
- 9) Leave materials in place at the Project Engineer's discretion. Any materials left within the highway right of way after the City completes its work will become the property of the Contractor.
- 10) Acquire all necessary replacement right of way.

B) *Compliance with Safety Regulations*

- 1) The City must comply with the safety regulations contained in Minnesota Rules, part 8810.3300, subpart 5, during all construction and maintenance operations. The City will furnish and require each flagger to carry a copy of the current edition of the State's *Field Manual*, which is Part IV of the *Minnesota Manual of Uniform Traffic Control Devices*. The City must furnish each flagger with the required vest, hat, hand sign, flags, and any other necessary safety equipment.
- 2) The provisions of this Agreement do not relieve the City of any legal responsibility or liability associated with the construction, operation, or maintenance of its Facilities.

C) *Compliance with Pollution Control Requirements*

- 1) The Contractor installs pollution control measures according to the National Pollution Discharge Elimination System permit (NPDES permit). Pollution control measures include silt fences, slope stabilization measures such as seed and mulch, and any other measures the State deems necessary to comply with the NPDES permit. If the City's work affects such pollution control measures, the City must restore them to their original condition and to the Project Engineer's satisfaction. If the City is relocating Facilities before the Contractor begins construction, the City must work with the Project Engineer to determine if pollution control measures are necessary and how to implement them if they are.

- 2) Pursuant to Minnesota Statutes, section 115.07, and Minnesota Rules, part 7001.1030, the City must submit the plans and specifications for sanitary sewer construction or reconstruction to the Minnesota Pollution Control Agency (MPCA). The City must obtain the necessary permit or waiver from the MPCA before performing the construction or reconstruction. Minnesota Rules, part 7001.1040 requires the City to submit a written application for the permit or waiver at least 180 days before the date planned for commencing the sanitary sewer facility construction or reconstruction.

III. City's Ongoing Maintenance Requirements

- A) Once construction is complete, the City must maintain the Facilities at its own expense. The City must follow the terms of the permit when it performs any maintenance work.
- B) The City may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of an emergency, the City must immediately notify the State Patrol. The City must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the City must request a permit from the proper authority no later than the working day after it begins working in the right of way.

IV. Property Rights

- A) The City must convey, by Quitclaim Deed, its right, title, and interest in property located in Ramsey County, Minnesota to the State. This property is legally described as:
That Part of the City's Easement No. 1533923 over, under and across the Northwest Quarter of the Northwest Quarter of Section 17, Township 29 North, Range 23 West which lies westerly of the east right of way of T.H. 280 and will be described further in the Quitclaim Deed.

V. Payment

- A) *Payment*

- 1) Exhibit B, which is attached to this Agreement, is a detailed, itemized estimate of the cost of the City's relocation work. Actual expense includes all costs attributable to design engineering and construction relocation work.

Reimbursement will be based on the actual costs for work that conforms to Exhibit A. Betterment, increase in value, and salvage value derived from the relocated Facilities will not be included in this reimbursement.

- 2) The State will pay the City for the actual cost the City incurs performing its obligations pursuant to this Agreement, in an amount not to exceed \$ _____, upon receiving:
 - a) All necessary conveyance documents executed by authorized officials of the City;
 - b) Satisfactory proof that the Facilities have been relocated to the Project Engineer's and Utilities Engineer's satisfaction; and
 - c) One original, signed invoice that is supported by an itemized statement of costs. An authorized representative of the City must sign the invoice and submit the final bill to the Utilities Engineer no later than 90 days after completing the relocation.
- 3) The State's payment constitutes payment in full for all work the City performs and for any and all damages, claims, or causes of action of any kind accruing to the City because of the State's order to relocate the Facilities. This payment also constitutes payment in full for the Quitclaim Deed. Notwithstanding anything in this Agreement to the contrary, the City reserves the right to pursue any lawful remedy it may have for tortious acts that may arise out of the relocation of the Facilities.
- 4) If acceptable to the Utilities Engineer, the State may process periodic progress billings of incurred cost without prior audit.

B) *Limitation on Payment*

- 1) The total amount the State is required to pay the City is limited to the amount shown in Article V.A.2.
- 2) If the City deems it necessary to perform additional work not covered by this Agreement, or anticipates costs exceeding the amount shown in Article V.A.2.,

then the City must promptly notify the Utilities Engineer, in writing, prior to performing that additional work or incurring those additional costs. The written notice must describe the nature and cost of the additional work and provide

reason(s) to support the request. The Utilities Engineer may approve the request subject to the availability and encumbrance of necessary funds. If the City performs additional work for which the State has not previously encumbered funds, the State is not obligated to pay for that work.

- 3) If the amount the City requests under Article V.B.2. does not exceed 10 percent of the amount in Article V.A.2., the City may begin the additional work upon notification from the State that it has approved the work and encumbered additional funds. The State may authorize payment of that pre-approved additional amount without amending this Agreement.
- 4) If the amount the City requests exceeds 10 percent of the amount shown in Article V.A.2., this Agreement must be amended to reflect the new cost before the State will be responsible for paying that additional cost.

VI. Audits

- A) Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the City's accounting books, records, documents, procedures, and practices that are relevant to this Agreement are subject to Legislative or State Audit for a minimum of six years after this Agreement expires.
- B) The City must respond to requests for audit information to support claimed costs no later than 60 days after receiving the requests or the State will cite all costs in question. If the City does not respond during this 60-day period, the State will consider the audit citations accepted and will make payment accordingly.

VII. Indemnification/Insurance

- A) The City will defend (at its own expense and to the extent Minnesota's Attorney General allows), indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action. This obligation to indemnify extends to any attorney fees the State incurs due to this Agreement and the City performance or nonperformance under it.

- B) The City does not waive any defense or immunity to any claims of third parties. The City, in defending any action on behalf of the State, will be entitled to assert every defense or immunity that the State could assert in its own behalf.
- C) The City certifies that its workers compensation insurance coverage complies with Minnesota Statutes, section 176.181, subdivision 2. The City's employees and agents are not considered State employees. The State is not responsible for any claims asserted by the City's employees, agents, subcontractors, or any third parties under the Minnesota Workers Compensation Act.

VIII. Nondiscrimination

- A) The City will comply with the United States Department of Transportation's nondiscrimination regulations. These regulations are in the current version of the Code of Federal Regulations, title 49, part 21. The City must incorporate these regulations by reference in all contracts.
- B) Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

IX. Governing Terms

- A) *Applicable Law:* Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in Ramsey County, Minnesota.
- B) *Waiver:* If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- C) *Merger:* This Agreement contains all negotiations and agreements between the State and the City. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- D) *Assignment:* The City may neither assign nor transfer any rights or obligations under this Agreement without the State's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.

- E) *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- F) *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

The remainder of this page was left blank intentionally.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed to be bound hereby.

CITY OF ROSEVILLE

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

City of Roseville

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

State Encumbrance Verification

*Individual certifies that funds have been encumbered as
Required by Minnesota Statutes §§ 16A.15 and 16C.05.*

By: _____

Date: _____

Maps Contract Number: _____

Maps Order Number: _____

Department of Transportation

Recommended for Approval:

Approved:

By: _____
Metro Utility Coordinator

By: _____
Director, Office of Technical Support

Date: _____

Date: _____

Office of Contract Management

Approved as to Form and Execution:

By: _____

Date: _____

Department of Administration

S.P. 6241-51 (T.H. 280)
Mn/DOT Agreement Number 92042
Ramsey County

By: _____

Date: _____

S.P. 6241-51 (T.H. 280)
Mn/DOT Agreement Number 92042
Ramsey County

By: _____

Date: _____

**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, 29th day of June, 2009 at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

**RESOLUTION NO.
RESOLUTION APPROVING UTILITY
RELOCATION AGREEMENT AND
CONTRACT FOR QUITCLAIM DEED**

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

WHEREAS, the State plans to let a contract to construct State Project Number 6241-51 and State Project Number 6242-67 (Project) on Trunk Highway Number 280. The Project is located on T.H. 280 from Wabash Avenue in the City of St. Paul to 0.22 miles north of Broadway Street N.E. in the City of Roseville;

AND WHEREAS, the City owns and operates sanitary sewer and related equipment in part on private property where the City has property rights, and in part within the limits of publicly owned right of way and the facilities are within the limits of the Project;

AND WHEREAS, the City must relocate the Facilities that are within the Project limits due to access issues (upgrading T.H. 280 to freeway design). Metro District has authorized this relocation work to be performed. The City has requested reimbursement for the cost of this relocation from the State;

NOW, THEREFORE, BE IT RESOLVED, the Mayor and the City Manager are hereby authorized and directed on behalf of the City of Roseville to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said financial participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 94042", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

The motion was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof: ; the following voted against: none; and the following abstained: .

WHEREUPON said resolution was declared duly passed and adopted.

1 STATE OF MINNESOTA)
2) ss
3 COUNTY OF RAMSEY)
4
5
6

7 I, the undersigned, being the duly qualified City Manager of the City of Roseville,
8 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the
9 attached and foregoing extract of minutes of a regular meeting of said City Council held on
10 the 29th day of June, 2009, with the original thereof on file in my office.

11
12 WITNESS MY HAND officially as such Manager this 29th day of June, 2009.
13
14
15

16
17 _____
18 William J. Malinen, City Manager
19

20 (SEAL)
21
22

REQUEST FOR COUNCIL ACTION

Date: 06/29/2009

Item No.: 7.j

Department Approval

City Manager Approval

Item Description: Approve bid for replacement of Pavers on Larpenteur Avenue Streetscape

BACKGROUND

The Larpenteur Avenue Streetscape pavers between Lexington (next to Keys Café) and Fernwood Avenues (14,700 s.f.) have shown signs of deterioration the past few years. Installed in 1999-2000, these pavers are “Holland North Oak Concrete Pavers” from the Anchor Block Company. A combination of outdoor exposure to the sun, salt, and freeze thaw cycles, have contributed to the premature deterioration and crumbling of the sidewalk. Several efforts to “spot” repair the bad areas by replacing deteriorated pavers with new pavers have worked to some extent in the past, much of the area is now showing significant deterioration. Staff has concerns about trip hazards that create significant liability issues due to the uneven nature of the sidewalk. Additional spot replacement of various crumbling sections has become cost prohibitive.

Because the deterioration has become so severe and extensive, the only cost effective solution at this time is paver replacement. Even though these pavers are 9-10 years old, Anchor Block has agreed to warranty the pavers, at *no cost* to Roseville. We propose to replace 14,700 square feet of deteriorating pavers from Lexington Ave. to Fernwood Ave. The replacement pavers, “Holland North Oaks Plus Pavers”, meet the latest ASTM Standard Test Method. This standard covers the resistance to freezing and thawing of solid concrete interlocking paver units. The Holland North Oaks Plus Pavers have a premium concentrated material at the top 3/8” of each paver that produces a richer color, distinctive fine texture and better wear-resistant surface.

Because Anchor block is providing all material at no cost, we obtained bids for the labor required for this paver replacement project.

Discussion of Bids

We obtained three bids for this project. The low bid, submitted by Glacial Ridge, came in at \$63,651.00. In order to successfully complete this project, we need to add 5% to the total for tree grates, fill material, etc. not provided by Anchor Block.

The bids are as follows:

Name	Bid per s.f.	Total Cost Bid	Plus 5% (misc.)	Total Cost
Glacial Ridge	\$4.33	\$63,651.00	\$3182.55	\$66,833.55
Linwood Contracting, Inc.	\$4.50	\$66,155.00	\$3,307.75	\$69,462.75
DNI	\$5.10	\$74,970.00	\$3,748.50	\$78,718.50

28 **POLICY OBJECTIVE**

29 It is our policy to maintain City streetscapes and pathways, while adhering to high safety
30 standards; keeping residents and visitors safe is our highest priority.

31 **FINANCIAL IMPACTS**

32 The cost to the City of Roseville for this project is less than half of the total cost because Anchor
33 Block Company will be providing the pavers at no charge to the city. The cost to the City is for
34 the labor, and miscellaneous materials. Staff recommends Glacial Ridge for this work as they
35 are the low bidder at \$63,651.00 and have extensive experience installing paver sidewalks. We
36 estimate we will need an additional 5% to cover miscellaneous materials, for a total project cost
37 of \$66,833.00. These costs will be funded from the streetscape maintenance and pathways
38 maintenance operating budgets.

39 **STAFF RECOMMENDATION**

40 Staff recommends approval of a bid from Glacial Ridge to provide the labor to replace the
41 deteriorating sidewalk pavers at a cost of \$63,651, plus 5% for miscellaneous materials for a
42 total cost of \$66,833.55.

43 **REQUESTED COUNCIL ACTION**

44 Motion to approve a bid by Glacial Ridge Co. to replace sidewalk pavers at a cost of \$63,651,
45 plus 5% for miscellaneous materials for a total cost of \$66,833.55.

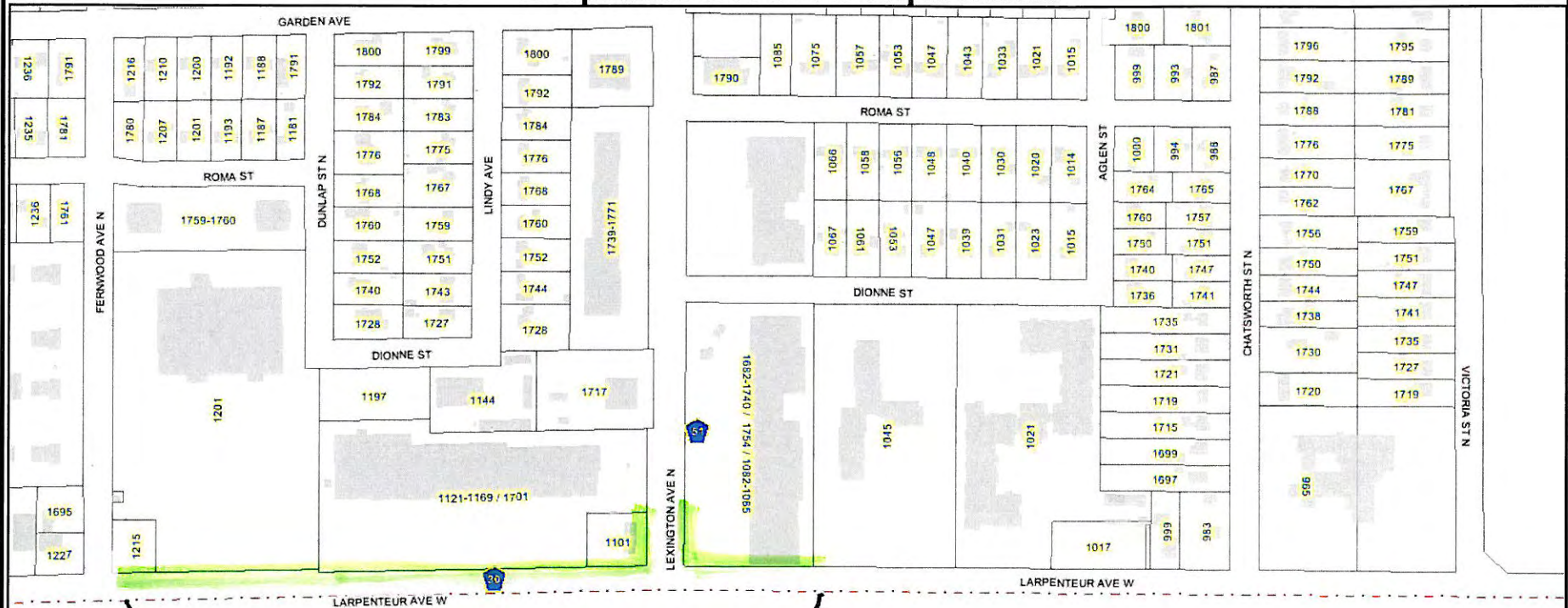
46

Prepared by: Steve Zweber, Street Supervisor
Gretchen Carlson, Maintenance Support Specialist

Attachments: A: Map
B: Pictures
C:

Larpenteur Ave Paver Replacement

7.j Attachment A



14,700 s.f.



0 100' 200'

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

SOURCES: City of Roseville and Ramsey County, The Lawrence Group; June 1, 2009 for City of Roseville data and Ramsey County property records data, June 2009 for commercial and residential data, April 2008 for





ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/29/09
Item No.: 7.k

Department Approval



City Manager Approval



Item Description: Approve Change Order and Adopt a Resolution to Accept the Work Completed, Authorize Final Payment of \$10,681.25 and Commence the One-Year Warranty Period on the 2007 Storm Sewer Modifications Project

BACKGROUND

On September 24, 2007 the City Council awarded the 2007 Storm Sewer Modifications Project to Burschville Construction, of Hanover, Minnesota. The work for this contract was finished in 2008, and the contractor has requested final payment. This project included storm sewer improvements on the following streets:

- Millwood Avenue and Brenner Street
- Avon Street
- Draper Avenue
- Arden Hills Improvements

POLICY OBJECTIVE

City policy requires that the following items be completed to finalize a construction contract:

- Certification from the City Engineer verifying that all of the work has been completed in accordance with plans and specifications.
- A resolution by the City Council accepting the contract and beginning the one-year warranty.

FINANCIAL IMPACTS

The final contract amount, \$125,718.45, is \$3,445.95 more than the awarded amount of \$122,272.50. This represents an increase in the contract of 2.8%. The cost increases are a result of actual contract quantities being greater than estimated and additional work needed to complete the project. There were two change orders to the project due to unanticipated conditions in the field. Decisions regarding these changes needed to be made while the work was being completed, not allowing for the processing of a change order prior to the execution of the work. A summary of the Change Orders is listed below:

Change Order 1	Adjustment of storm sewer work, additional landscape items	\$ 7,781.53
Change Order 2	Adjustment of storm sewer work, additional landscape items	\$ 6,925.40
	Total Change Orders	\$ 14,706.93

27

28 This project was a joint project with the City of Arden Hills. The final amount of the Arden
29 Hills portion of this contract was \$18,631.57. The costs for the Roseville portion of this
30 contract, \$107,086.88, will be paid for using the Storm Sewer Utility Funds.

31 **STAFF RECOMMENDATION**

32 Since all necessary items have been completed in accordance with project plans and
33 specifications, staff recommends the City Council approve a resolution accepting the work
34 completed as 2007 Storm Sewer Modifications Project and authorize final payment of
35 \$10,681.25.

36 **REQUESTED COUNCIL ACTION**

37 Approve Change Orders for 2007 Storm Sewer Modifications Project

38

39 and

40

41 Approve the resolution accepting the work completed as 2007 Storm Sewer Modifications
42 Project, starting the one-year warranty and authorizing final payment of \$10,681.25.

Prepared by: Kristine Giga, Civil Engineer

Attachments: A: Certification from City Engineer

B: Resolution

June 29, 2009

TO THE CITY COUNCIL, CITY OF ROSEVILLE, MINNESOTA

RE: 2007 Storm Sewer Modifications Project
Contract Acceptance and Final Payment

Dear Council Members:

I have observed the work executed as a part of the 2007 Storm Sewer Modifications Project. I find that this contract has been fully completed in all respects according to the plans, specifications, and the contract. I therefore recommend that final payment be made from the improvement fund to the contractors for the balance on the contract as follows:

Original Contract amount (based on estimated quantities)	\$122,272.50
Change Orders	\$14,706.93
Final Contract Amount	\$136,979.43
Actual amount due (based on actual quantities)	\$125,718.45
Previous payments	\$115,037.20
 Balance Due	 \$10,681.25

The construction costs for this project have been funded as follows:

Storm Sewer Utility	\$107,086.88
Arden Hills Funds	\$18,631.57

Please let me know if you have any questions or concerns and would like more information.

Sincerely,

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

**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 29th day of June, 2009, at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

**RESOLUTION NO.
FINAL CONTRACT ACCEPTANCE
2007 STORM SEWER MODIFICATIONS PROJECT**

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

WHEREAS, pursuant to a written contract signed with the City on September 24, 2007 for the 2007 Storm Sewer Modifications Project, Burschville Construction, of Hanover, Minnesota, has satisfactorily completed the improvements associated with this contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, MINNESOTA, that the work completed under said contract is hereby accepted and approved; and

BE IT FURTHER RESOLVED: That the City Manager is hereby directed to issue a proper order for the final payment of such contract, taking the contractor's receipt in full; and

BE IT FURTHER RESOLVED: That the one year warranty period as specified in the contract shall commence on June 29, 2009.

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

Whereupon said resolution was declared duly passed and adopted.

1 STATE OF MINNESOTA)
2) ss
3 COUNTY OF RAMSEY)
4
5
6

7 I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of
8 Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing
9 extract of minutes of a regular meeting of said City Council held on the 29th day of June, 2009, with the
10 original thereof on file in my office.

11
12 WITNESS MY HAND officially as such Manager this 29th day of June, 2009.
13
14
15

16
17 _____
18 William J. Malinen, City Manager
19

20 (SEAL)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/29/09
Item No.: 7.1

Department Approval



City Manager Approval



Item Description: Energy Update

BACKGROUND:

The City Council received a report from staff in December of 2008 which outlined all city Department's collective efforts to reduce energy usage. The internal committee that provided input for the report is named REACT for Roseville Energy And Conservation Team. The City Manager requested an update as to how we are doing in achieving the goals contained on the report. The attached memo outlines some areas we have made progress on and discusses the status of the fuel purchase contract the City entered into for 2009 as well.

Attachments:

a. Memo

Prepared by: Duane Schwartz, Public Works Director



Public Works Department/Engineering

Memo

To: Bill Malinen, City Manager
From: Duane Schwartz, Public Works Director
Date: 6/24/2009
Re: Energy Use, REACT Update

This memo outlines some of the progress made to date in 2009 on the REACT report areas. The measureable goals we have seen the most effort towards are energy usage and updating of equipment. The following is where we are at after the first 5 months of 2009:

2.2 Flat Panel Replacement

- The Public Works Building had 13 CRT monitors in 2008. We have reduced that number down to 3 by normal replacement with flat panel monitors.

3.4 Fuel Reduction

- In 2008 we set a goal of a 5 percent fuel reduction by volume for 2009. At this time we have achieved a reduction in the amount of fuel usage for the first 5 months of 2009 by 3.3 percent

5.1 Thermostats/Temperature I

- We have set the thermostats to 68 degrees in the winter and 72 degrees in the summer. We have also programmed the heating boilers to shut down when the temperature reaches the designated set point.

5.3 Energy Management

- We have reduced our energy usage in City Hall and Public Works.
 - City Hall: Gas down 18.5% Electric down 0.1%
 - Public Works: Gas down 10.7% Electric down 8.5%
- These numbers were generated using 153 days of usage starting January 1st in both 2008 and 2009. Weather variations can have an impact although the first months of 2009 were relatively cool when looking at averages.

Fuel Contract Savings

The City entered into a fixed price contract for fuel purchases for 2009. We locked into a guaranteed price for 75% of our average purchases for April through December. We did not lock in for the first three months of the year as we suspected we may see below contract pricing until the typical seasonal rise in

demand. This did in fact happen and we realized an additional \$9000 in savings on fuel purchases for the first three months of 2009. Coincidentally the spot price market rose above our locked in contract price right about April 1st. The additional savings achieved should help offset the higher prices we are seeing into the early summer. Overall we should be on target to achieve at minimum the amount we reduced the 2009 budget.

REQUEST FOR COUNCIL ACTION

Date: 6/29/09
Item No.: 7.m

Department Approval

City Manager Approval



Item Description: Approve Stipulation with Pikovsky Management LLC/PIK Terminal Co. Limited Partnership regarding the acquisition of property for the Twin Lakes Phase I infrastructure project.

BACKGROUND

On March 9, 2009, the Roseville City Council authorized the use of “quick take” eminent domain for the purchase of the necessary land to construct the Phase I infrastructure in the Twin Lakes Redevelopment Area. Under “quick take”, the City would be able to take possession of the land at the beginning of August.

As the City Attorney has been preparing the paperwork to file the “quick take” action, City staff and WSB and Associates; the city’s property acquisition consultant; have been working with the property owners to have them agree to a stipulation that would allow the City acquire title to the land earlier than the 90-day period under “quick take”. The purpose of the stipulation is to acknowledge that the property owner agrees that there is “public purpose” for the project and waives any objection regarding the use of eminent domain. The stipulation also waives the right for a 60-day review of the appraisal. The owners of the P.I.K. parcels have agreed to a stipulation as described above.

Three properties are affected by the project. Two separate stipulations needed to be drafted to reflect the different ownership structures of the parcels (both entities are controlled by the Pikovsky family). PIK Terminal Co. Limited Partnership owns one parcel (Parcel 3) and Pikovsky Management LLC owns two parcels (Parcels 4 and 5). Both stipulations are identical and just reflect the different ownership entities.

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

As part of the condemnation proceedings, the City is required to deposit an amount equal to the appraised value of the property in question with the court. The property owner is then paid the appraised amount once the transfer of title occurs. In this instance, the City will deposit \$243,200 (the appraisal amount) with the courts. This amount does not represent the final settlement. The final

27 amount paid will be dependent on the final negotiated amount approved by the Council or will be
28 determined by the condemnation proceedings if negotiations fail.

29 **STAFF RECOMMENDATION**

30 Staff recommends that the City enters into the stipulation agreements with Pikovsky Management
31 LLC/PIK Terminal Co. Limited Partnership.

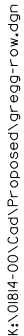
32 **REQUESTED COUNCIL ACTION**

33 Motion to enter into the stipulation agreements with Pikovsky Management LLC/PIK Terminal Co.
34 Limited Partnership regarding the purchase of property for the Twin Lakes Phase I Infrastructure
35 project.

36

Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071

Attachments: A: Map showing Phase I Twin Lake Infrastructure Project
B: Stipulation Agreements with Pikovsky Management LLC/PIK Terminal Co. Limited Partnership.



763-541-4800 - Fax 763-541-1700

INFRASTRUCTURE ENGINEERING PLANNING CONSTRUCTION

Roadway Improvements

Roseville, Minnesota

WSB Project No. 1814-00

Date: 2/26/09

Phase I Overview

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: Condemnation

City of Roseville,

Court File No. 62-CV-09-5151

Petitioner,

v.

**STIPULATION AGREEMENT
(PARCEL 3)**

XTRA Lease, Inc., Roseville Acquisitions,
LLC, Pikovsky Management, LLC, PIK
Terminal Company, Dorso Building Company,
LLP, Anchor Bank Saint Paul, N.A., The
Security State Bank, Ramsey County, and
State of Minnesota,

Respondents.

THIS STIPULATION AGREEMENT is entered into by and between the City of Roseville (hereafter referred to as “Petitioner”) and Respondent Pikovsky Management, LLC, (hereafter referred to as “Respondent”).

Recitals

WHEREAS, the above entitled-action was commenced pursuant to Minnesota Statutes Chapter 117, as amended, for condemnation of the real property (“Property”) which is legally described in Exhibit A, which is attached and incorporated in this Agreement; and

WHEREAS, the Property is owned in fee simple by Pikovsky Management, LLC, subject to certain encumbrances; and

WHEREAS, Petitioner has commenced condemnation proceedings to acquire the Property, but the Petitioner has need of immediate title and possession of the Property to facilitate public roadway improvements on the Property; and

WHEREAS, Petitioner's Petition for condemnation includes acquisition of fee title, and temporary construction easements over, under and across the Property for a period of one year; and

WHEREAS, it is the desire of the parties hereto that this Agreement reflect the total understanding between them for the present conveyance of title to the Property to Petitioner and the immediate transfer of possession thereof to the Petitioner to accommodate said public roadway improvements; and

WHEREAS, it is the desire of the parties to provide for the deposit of the Petitioner's approved appraisal of value of \$61,000 to the Ramsey County District Court as present consideration for the taking of the Property with the understanding that the actual consideration to be paid by the Petitioner shall be determined in said condemnation proceedings.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

1. Respondent Pikovsky Management, LLC, hereby stipulates to the public purpose of the acquisition by the Petitioner of the Property and the construction easement and the condemnation proceeding that has been commenced by the Petitioner with respect thereto.

2. Respondent Pikovsky Management, LLC, hereby waives any and all objections to the Petition filed by the City of Roseville to acquire the Property and temporary construction easement and the right to ninety (90) days notice prior to the date on which possession is to be taken, as required by Minn. Stat. § 117.042.

3. Respondent Pikovsky Management, LLC, hereby acknowledges its receipt of Petitioner's appraisal for the property proposed to be acquired and hereby waives the right to sixty (60) days notice before the Petition is presented, as required by Minn. Stat. § 117.036.

4. Respondent Pikovsky Management, LLC, hereby grants Petitioner the full right of possession to the Property on July 1, 2009, and the full title to the Property upon Court approval of the Petition and Petitioner's deposit of the approved appraisal of value as provided herein.

5. It is agreed that: (a) Respondent shall not be estopped by this Agreement from asserting its right to receive additional consideration in said condemnation proceedings in excess of that paid herein for the Property, and (b) the Petitioner shall commence the taking of the Property by eminent domain proceedings as a means of determining the fair market value of the Property.

6. This Agreement may be executed in counterparts.

7. This Agreement shall be governed by Minnesota law.

8. This Agreement shall inure to and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation Agreement to be executed as of the date set forth below.

Dated: _____, 2009

RESPONDENT: PIKOVSKY
MANAGEMENT, LLC

By: _____
Its: _____

Dated: _____, 2009

PETITIONER: CITY OF ROSEVILLE

By: _____
Its: _____

RATWIK, ROSZAK & MALONEY, P.A.

Dated: _____

By: _____
Jay T. Squires
Attorney Reg. No. 204699
Eric J. Quiring
Attorney Reg. No. 0313129
300 U.S. Trust Building
730 Second Avenue South
Minneapolis, MN 55402
(612) 339-0060

ATTORNEYS FOR PETITIONER

RRM: 132543

EXHIBIT A

Stipulation Agreement between Respondent Pikovsky Management, LLC
and Petitioner City of Roseville

That part of the following described tract of land in the City of Roseville:

(Parcel 3)

Lots 1, 2, 3 and 4, Block D, Twin View, according to the recorded plat thereof, Ramsey County, Minnesota.

Which lies within the following fee acquisition areas:

The west 10.00 feet of (Parcel 3).

Also which lies within the following temporary easement for construction purposes:

That part of (Parcel 3) which lies easterly of the westerly 10.00 feet of (Parcel 3) and which lies westerly of the following described line: Commencing at the southwest corner of Lot 4, Block D, Twin View, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 89 degrees 18 minutes 37 seconds East, assumed bearing along the south line of said Lot 4, 25.10 feet; thence North 01 degrees 12 minutes 08 seconds West, 505.01 feet; thence North 54 degrees 06 minutes 26 seconds East, 40.70 feet; thence North 01 degrees 06 minutes 06 seconds West, 132.23 feet; thence North 54 degrees 39 minutes 36 seconds West, 34.28 feet; thence North 08 degrees 31 minutes 51 seconds West, 75.66 feet, to the north of (Parcel 3), and said line there terminating.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: Condemnation

City of Roseville,

Court File No. 62-CV-09-5151

Petitioner,

vi.

**STIPULATION AGREEMENT
(PARCELS 4 & 5)**

XTRA Lease, Inc., Roseville Acquisitions,
LLC, Pikovsky Management, LLC, PIK
Terminal Company, Dorso Building Company,
LLP, Anchor Bank Saint Paul, N.A., The
Security State Bank, Ramsey County, and
State of Minnesota,

Respondents.

THIS STIPULATION AGREEMENT is entered into by and between the City of
Roseville (hereafter referred to as “Petitioner”) and Respondent PIK Terminal Co.
Limited Partnership (hereafter referred to as “Respondent”).

Recitals

WHEREAS, the above entitled-action was commenced pursuant to Minnesota
Statutes Chapter 117, as amended, for condemnation of the real property (“Property”)
which is legally described in Exhibit A, which is attached and incorporated in this
Agreement; and

WHEREAS, the Property is owned in fee simple by PIK Terminal Co. Limited
Partnership, subject to certain encumbrances; and

WHEREAS, Petitioner has commenced condemnation proceedings to acquire the Property, but the Petitioner has need of immediate title and possession of the Property to facilitate public roadway improvements on the Property; and

WHEREAS, Petitioner's Petition for condemnation includes acquisition of fee title, and temporary construction easements over, under and across the Property for a period of one year; and

WHEREAS, it is the desire of the parties hereto that this Agreement reflect the total understanding between them for the present conveyance of title to the Property to Petitioner and the immediate transfer of possession thereof to the Petitioner to accommodate said public roadway improvements; and

WHEREAS, it is the desire of the parties to provide for the deposit of the Petitioner's approved appraisal of value of \$182,200 to the Ramsey County District Court as present consideration for the taking of the Property with the understanding that the actual consideration to be paid by the Petitioner shall be determined in said condemnation proceedings.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

1. Respondent hereby stipulates to the public purpose of the acquisition by the Petitioner of the Property and the condemnation proceeding that has been commenced by the Petitioner with respect thereto.

2. Respondent hereby waives any and all objections to the Petition filed by the City of Roseville to acquire the Property and the right to ninety (90) days notice prior to the date on which possession is to be taken, as required by Minn. Stat. § 117.042.

3. Respondent hereby acknowledges its receipt of Petitioner's appraisal for the property proposed to be acquired and hereby waives the right to sixty (60) days notice before the Petition is presented, as required by Minn. Stat. § 117.036.

4. Respondent hereby grants Petitioner the full right of possession to the Property on July 1, 2009, and the full title to the Property upon Court approval of the Petition and Petitioner's deposit of the approved appraisal of value as provided herein.

5. It is agreed that: (a) PIK Terminal Co. Limited Partnership shall not be estopped by this Agreement from asserting its right to receive additional consideration in said condemnation proceedings in excess of that paid herein for the Property, and (b) the Petitioner shall commence the taking of the Property by eminent domain proceedings as a means of determining the fair market value of the Property.

6. This Agreement may be executed in counterparts.

7. This Agreement shall be governed by Minnesota law.

8. This Agreement shall inure to and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation Agreement to be executed as of the date set forth below.

Dated: _____, 2009

RESPONDENT: PIK TERMINAL CO.
LIMITED PARTNERSHIP

By: _____

Its: _____

Dated: _____, 2009

PETITIONER: CITY OF ROSEVILLE

By: _____

Its: _____

RATWIK, ROSZAK & MALONEY, P.A.

Dated: _____

By: _____

Jay T. Squires
Attorney Reg. No. 204699
Eric J. Quiring
Attorney Reg. No. 0313129
300 U.S. Trust Building
730 Second Avenue South
Minneapolis, MN 55402
(612) 339-0060

ATTORNEYS FOR PETITIONER

RRM: 132545

EXHIBIT A

Stipulation Agreement between PIK Terminal Co. Limited Partnership
and City of Roseville

Parcel 4:

That part of the following described tracts of land in the City of Roseville:

(Parcel 4)

Lots 5, 6, 7, 8 and 9, except the East 57 feet thereof which lies North of the South 89.32 feet of said Lot 9, Block D, Twin View, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Except therefrom the West 240 feet of the East 297 feet of said Lots 5 and 6 and except the West 240 feet of the East 297 feet of said Lot 7 lying North of the South 78.15 feet of said Lot 7.

Which lies within the following fee acquisition areas:

The west 10.00 feet of (Parcel 4).

Also which lies within the following temporary easements for construction purposes:

The east 15.00 feet of the west 25.00 feet of (Parcel 4).

And also the east 3.00 feet of the west 28.00 feet of Lots 6 and 7, Block D, Twin View, according to said plat on file and of record in the office of the County Recorder, Ramsey County, Minnesota.

AND

Parcel 5:

That part of the following described tracts of land in the City of Roseville:

(Parcel 5)

That part of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, lying North of the South 833 feet of the East Half of the Southwest Quarter of the Southwest Quarter of said Section, Ramsey County, Minnesota, except that part of the East 255 feet of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, which lies North of the South 1000 feet of the East Half of the Southwest Quarter of the Southwest Quarter of said Section 4, Township 29, Range 23, according to the United States Government Survey thereof and situate

in Ramsey County, Minnesota.

Which lies within the following fee acquisition areas:

That part of (Parcel 5), which lies westerly of the following described line: Commencing at the northwest corner of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter; thence North 89 degrees 20 minutes 16 seconds East, assumed bearing along the north line of said Northeast Quarter of the Southwest Quarter of the Southwest Quarter, 30.10 feet, to the point of beginning of said line to be hereinafter described; thence South 01 degrees 12 minutes 08 seconds East, 375.16 feet; thence South 10 degrees 06 minutes 34 seconds East, 113.17 feet, to the north line of the south 833.00 feet of the East Half of said Southwest Quarter of the Southwest Quarter, and said line there terminating.

And also that part of (Parcel 5), described as follows: Beginning at the intersection of the east line of said Northeast Quarter of the Southwest Quarter of the Southwest Quarter, and said north line of the south 833.00 feet of the East Half of the Southwest Quarter of the Southwest Quarter; thence South 89 degrees 24 minutes 36 seconds West, assumed bearing along said north line of the south 833.00 feet of the East Half the Southwest Quarter of the Southwest Quarter, 43.38 feet; thence North 08 degrees 49 minutes 44 seconds East, 76.87 feet; thence North 89 degrees 17 minutes 34 seconds East, 30.00 feet to said east line of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter; thence South 01 degrees 10 minutes 50 seconds East, along said east line of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter, 75.90 feet, to the point of beginning.

Also which lies within the following temporary easement for construction purposes:

A strip of land 10.00 feet in width over that part of (Parcel 5), the westerly line of which is contiguous with the easterly line of the first above described fee acquisition for right of way purposes.

Said strip of land is to extend by its full width from the north line of (Parcel 5), to the south line of (Parcel 5).

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/29/09

Item No.: 10.a

Department Approval



City Manager Approval



Item Description: Joint Meeting with Public Works, Environment and Transportation Commission

BACKGROUND

The Public Works, Environment, and Transportation Commission has provided the following topic areas for discussion at the June 29, 2009 Council meeting. They look forward to the opportunity to meet with the City Council.

1. Review of Past Year
 - a. Environmental Review of Outdoor Storage Issues for Asphalt Plant Proposal
 - b. Rice Street and Highway 36 Interchange Design
 - c. Twin Lakes Storm Water Plan
 - d. Annual Storm Water Report/ Public Meeting
 - e. Recycling Report
2. Adequate Funding of Maintenance Effort to Preserve Infrastructure Investment
 - a. Utility Capital Improvements
 - b. Additional Street Sweeping Effort
3. Adequate Investment Toward Achieving Pathway Master Plan
4. Study Organized Waste Collection
5. Storm Water Ordinance Revisions
 - a. Illicit Discharge
 - b. Erosion Control Enforcement

Prepared by: Duane Schwartz, Public Works Director

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/29/09
Item No.: 10.b

Department Approval

City Manager Approval

P. Trudgeon

W. Mahinen

Item Description: Rental Registration Update

BACKGROUND

In 2008, the City of Roseville, after the completion of a study by a Citizens Advisory Group, adopted an ordinance which required registration of properties that were rented and had between 1 to 4 units. Staff sent out notices to property owners that were thought to be renting and required them to be registered by July 1, 2008. In December 2008, staff sent out a second mailing to property owners informing them that if they were renting, they needed to register.

For the 2008-2009 registration period, 339 housing units registered with the City as being offered for rent. The breakdown of type of units is indicated on the chart below:

Type of Unit	# of units
SF-1 unit	139
Duplex	55
Triplex	6
Quad	0
Condo	132
Townhome	7

Initially, staff sent out 898 notices to property owners thought to possibly be renting. Of those, 158 property owners indicated that they were not renting on forms sent back to the City. Seven property owners signed affidavits indicating that they are renting to family members and eight of the properties were group homes licensed through the state.

The City did not hear back from approximately 401 property owners whether or not they were renting. (It should be pointed out that staff's only basis for thinking that the property may be rented is the fact that the property is classified as a "non-homesteaded" property. However, being classified as "non-homestead" property does not necessarily mean that the property is being rented).

The goal of the first year of rental registration was to begin to track the amount and location of rental units throughout Roseville. The first year was also intended to allow for the City to educate property owners about our rental regulations. Staff took several opportunities to inform property owners through the City newsletter, direct mailings, and letters to non-homesteaded properties. Nevertheless, staff

spent considerable time discussing the new ordinance with property owners, some who were not pleased with the new regulations. As we head into the second year, staff has a stronger sense of what units are being rented and will continue to educate property owners and follow-up on those property owners that did not respond.

Attachment A shows the distribution of properties that have between 1-4 units that are being rented throughout the City. The map indicates that the single-family homes which are being rented are fairly spread out through the City. There is a small cluster of rental single-family homes around Northwestern College and another small cluster of single-family rentals between Hamline and Lexington, south of Roselawn. The condos are concentrated in certain areas, probably more due to the fact that these are associated with higher-density developments that are only allowed in certain parts of the City.

Staff looked at the data to determine if any trends can be correlated with a property being rented. Most significantly, staff found that the incidence of code violations were greater with properties that were being rented. Typically, the City has about 1 code violation case for every 10 residential properties. For rental properties, the City has 1 code violation for every 5 properties. (Note that these statistics are for properties that have 1 to 4 residential units and do not include larger multi-family units and/or commercial properties). Staff has found that the information required as part of rental registration has expedited our contact with the property owner to get the violation(s) corrected.

Staff also found that 57% of the property owners that rent single-family homes live outside of Roseville, meaning that 43% of our residents own single-family property in Roseville that they rent. Below is some other interesting information comparing rental units versus owner occupied units.

Single Family Home Rentals	Registered Rentals	Non-Rentals (Everyone Else)
Median Living Area (sq ft)	1,368	1,452
Median Structure Age	54	52
Median Rooms	6.0	6.0
Median Value (2009)	\$230,500	\$250,000

Townhome/Condo Rental Units	Registered Rentals	Non-Rentals (Everyone Else)
Median Living Area (sq ft)	840	1,130
Median Structure Age	38	36
Median Rooms	4.0	5.0
Median Value (2009)	\$115,100	\$145,200

As can be seen, rental units, whether they are single-family homes, townhomes, or condos are smaller, older, and are valued less than owner-occupied properties.

Staff has improved and streamlined the application process for 2009-2010 that will make it easier for the property to fill out the information and allow staff to more easily track the information on rental units. On June 1st, staff sent out notices to property owners that previously registered or had their property classified as “non-homesteaded”. To date, 96 properties registered their property as being rented and 81 property owners have indicated that they are not renting or are exempt (group home or renting to a relative). Included for your information is the application materials used this year.

72 **POLICY OBJECTIVE**

73 Staff is reporting back to the Council on the first year of the rental registration ordinance, which
74 was created as a result of community input and the work of the Rental Housing Citizen Advisory
75 Group, the Roseville HRA, and the City Council.

76 **BUDGET IMPLICATIONS**

77 Property owners are charged \$25.00 for each unit that they are renting. Given 341 units, the City
78 generated \$8,525 in revenue in the first year of the ordinance. The administration of the rental
79 registration ordinance is conducted by existing staff. Staff estimates that approximately 250
80 hours of staff time was spent getting the program set up, mailing out the information, and
81 responding to inquiries. Costs for the program include approximately \$10,500 in staff costs and
82 \$900 in material costs.

83 **STAFF RECOMMENDATION**

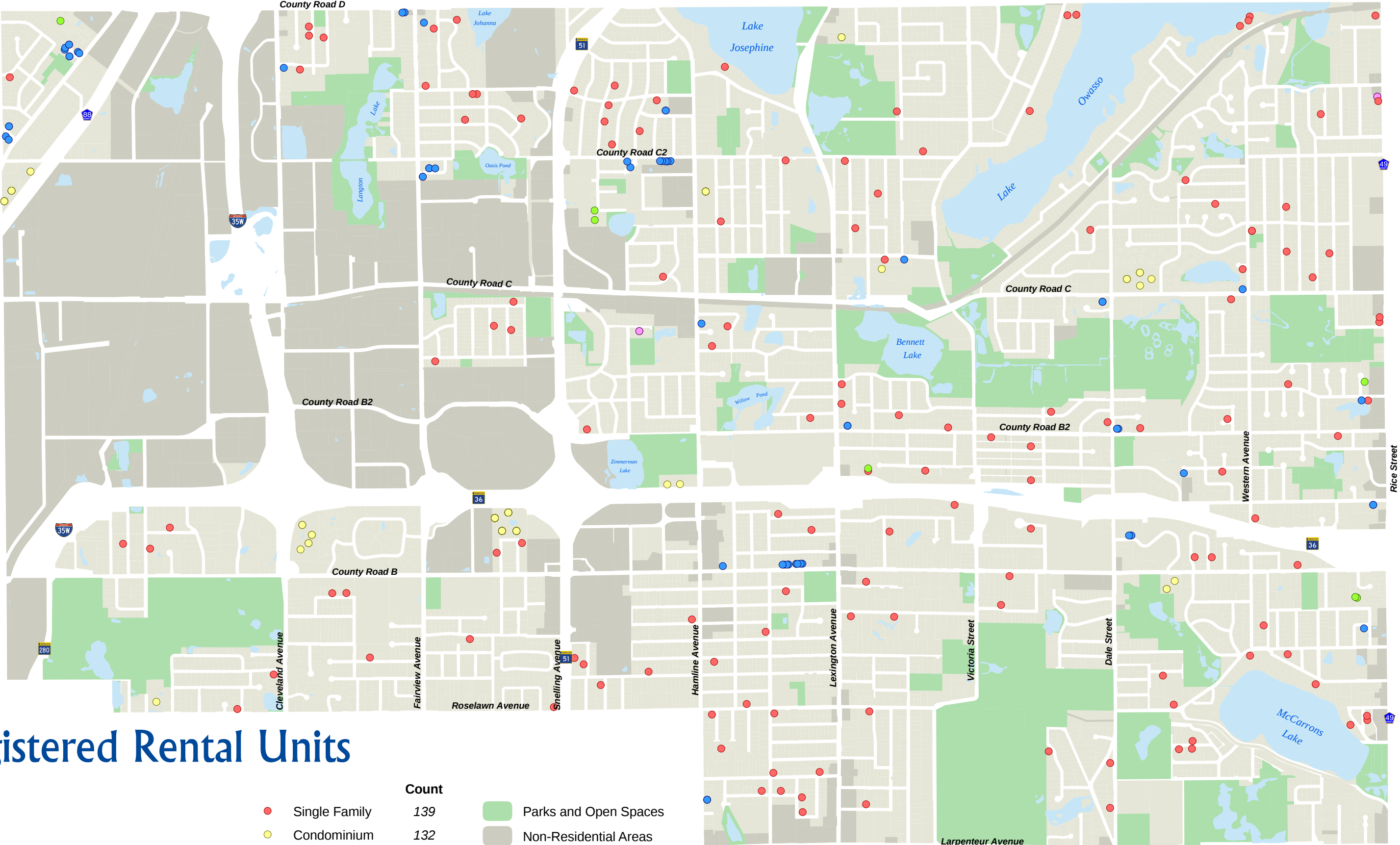
84 Staff is providing this report to the City Council for information purposes. When the rental
85 registration ordinance was adopted, it was intended that information about rental units was to be
86 collected for a period of two years before further decisions were made about modifying the
87 regulation of rental units.

88 **REQUESTED COUNCIL ACTION**

89 No specific action is being requested by staff as part of this presentation. However, the City
90 Council may want to continue discussing the impact of rental housing within the community and
91 provide staff with direction for further action.

Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071

Attachments: A: Map showing location of rental units
B: 2009-2010 Rental Registration Application Materials



Registered Rental Units



June 2009

RE: Residential Rental Property Registration Program

Dear Property Owner:

As part of its Rental Registration Program, the City of Roseville requires the annual registration of residential properties with one to four rental units. The Rental Registration Program enables the City to identify and quantify rental units within the City, and it helps to ensure that the City has correct contact information for the property owner. Without registration, the City does not have a systematic method to identify rental properties. Copies of the rental registration ordinance and related forms are available at the Community Development Department in Roseville City Hall or electronically at www.cityofroseville.com/rentalhousing.

Which properties need to be registered? All one- to four-unit rental properties, including single-family houses, duplexes, twin homes, triplexes, fourplexes, condos, and townhomes that are rented to a third party must be registered. There are two exceptions to this requirement: Licensed group homes and units rented to an immediate relative/step-relative. If you claim the relative exemption, you must complete an affidavit attesting that you are renting to a relative

Enclosed with this letter are two forms—the Rental Registration Program form and the Affidavit of Exemption—and a return envelope. The reverse side of the Rental Registration Program form has the directions as to how to complete these forms.

Finally, on the reverse side of this letter is the City Code related to registration suspension and revocations. If you have a rental property that does not qualify for one of the above exemptions, please read these rules.

Should you have any questions or comments, please contact (651) 792-7016 or rentalhousing@cityofroseville.com.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Trudgeon".

Patrick Trudgeon
Community Development Director

Reference #: 16

Registration Suspension and Revocation
Section 907.07 of the Roseville City Code

907.07. Registration Suspensions and Revocation. Property registration may be revoked or suspended at any time during the life of said registration for grounds including, but not limited to, the following:

1. False or misleading information given or provided in connection with a registration application.
2. Failure to maintain the rental property in a manner that meets pertinent provisions of City Code including, but not limited to, Code Chapters 407 and 906.
3. Violations committed or permitted by the owner or the owner's agent, or committed or permitted by the tenant or the tenant's guests or agents, of any rules, codes, statutes and ordinances relating to, pertaining to, or governing the premises including, but not limited to, the following:
 - A. Minn. Stat. 609.75 through 609.76, which prohibit gambling;
 - B. Minn. Stat. 609.321 through 609.324, which prohibit prostitution and acts relating thereto;
 - C. Minn. Stat. 152.01 through 152.025 and 152.027, subds. 1 and 2, which prohibit the unlawful sale or possession of controlled substances;
 - D. Minn. Stat. 340A.401, which regulates the unlawful sale of alcoholic beverages;
 - E. Minn. Stat. 609.33, which prohibits owning, leasing, operating, managing, maintaining, or conducting a disorderly house, or inviting or attempting to invite others to visit or remain in a disorderly house;
 - F. Minn. Stat. 97B.021, 97B.045, 609.66 through 609.67 and 624.712 through 624.716 and Chapter 103 of the City Code, which prohibit the unlawful possession, transportation, sale or use of weapons;
 - G. Minn. Stat. 609.72, which prohibits disorderly conduct;
 - H. Roseville City Code Section 407, prohibiting public nuisances, Section 405, noise control, Section 906, property maintenance, Sections 1004 and 1005, land use and Section 1018, parking; and
 - I. Minn. Stat. 609.221, 609.222, 609.223, 609.2231 and 609.224, regarding assaults in the first, second, third, fourth and fifth degree.

A suspended or revoked rental registration may be reinstated when the circumstances leading to the suspension or revocation have been remedied.

RENTAL REGISTRATION PROGRAM 2009-2010

1. RENTAL STATUS

Please complete one application per unit

PROPERTY ADDRESS:
PIN:
The above referenced property is:

☐ RENTED to a non-relative and non-group home provider
Required to register property. Complete remainder of form. Return form and \$25 fee to the City of Roseville.

- ☐ EXEMPT: Rented to a relative/step-relative (Complete Affidavit of Exemption)
☐ EXEMPT: Rented to/owned by a group-home provider
☐ NOT RENTED

2. RENTAL REGISTRATION RENTAL UNIT INFORMATION

Registrations are valid from July 1, 2009 to June 30, 2010

REGISTRATIONS ARE NON-TRANSFERABLE. NEW OWNERS MUST APPLY FOR A NEW REGISTRATION.

of Renters:

of Bedrooms:

of Bathrooms:

PROPERTY OWNER INFORMATION

The owner is:
☐ An Individual☐ A Company/Corporation

Name of Property Owner (Individual):

Name of Property Owner (Company/Corporation):

Name of Partner or Corporate Officer:

Address:

Address:

City:

State:

Zip Code:

City:

State:

Zip Code:

Home Phone:

Cell Phone:

Office Phone

Fax:

PROPERTY CONTACT INFORMATION

The property contact is:
☐ Property Owner (if so, proceed to the next Section)☐ Designated Agent for Property Owner (any person authorized to make or order repairs or services on behalf of the Property Owner)

Name of Designated Agent for Property Owner :

Address:

City:

State:

Zip Code:

Fax:

Home Phone:

Cell Phone:

Office Phone

3. PROPERTY OWNER SIGNATURE AND ACKNOWLEDGEMENT

I certify that the information contained in this form is true to the best of my knowledge. I certify that I have read and that I understand the conditions under which my rental registration, if not exempt, may be suspended or revoked. I hereby agree to notify the City of any changes in ownership or type of occupancy.

Signature (of Owner, Partner or Corporate Officer)

Date

Printed Name (of Owner, Partner or Corporate Officer)

Rental Registration Program Directions

Rental Registration Program Form

Please complete the Rental Registration Program form. If you are exempt or your property is not a rental unit, submitting this form to the City will remove your name from future mailing lists. The following are directions to complete this form.

Section 1: Rental Status Identification

Check one of the listed options.

- If RENTED to a non-relative or non-group-home provider, go to Section 2 of the form.
- If EXEMPT: Rented to a relative/step-relative, go to Section 3 of the form and complete the Affidavit of Exemption. Directions for this form are explained below.
- If EXEMPT: Rented to a group-home provider, go to Section 3 of the form.
- If NOT RENTED, go to Section 3 of the form.

Section 2: Rental Registration

Please fill in all the rental information, property owner information, and property contact information. If information is omitted, City staff will contact you to complete the information prior issuing the Rental Registration certificate. After completing, go to Section 3.

Section 3: Property Owner Signature

Sign the form and return it to the City of Roseville. If you are required to register, include a check to cover the \$25 registration fee. Make checks payable to the City of Roseville. A Rental Registration certificate will not be issued prior to receiving the required fee.

Affidavit of Exemption

Property owners claiming the relative/step-relative exemption from registering their rental property must complete the Affidavit of Exemption. This form must be notarized, which requires completing and signing the document in the presence of a notary public. There are several notary publics at Roseville City Hall who are available to notarize this document at no charge during working hours (8:00 a.m. to 4:30 p.m.). If you cannot make it to City Hall, contact your local bank or post office to see if they have someone on staff certified as a notary public. After completing, please return this form to the City of Roseville.

Form Submission

Return your completed form(s) to:

Community Development Department
Attn: Rental Registration
City of Roseville
2660 Civic Center Dr.
Roseville, MN 55113

OR

Fax: (651) 792-7070

Email: rentalhousing@cityofroseville.com

Questions

Please telephone (651) 792-7016 or email your questions to rentalhousing@cityofroseville.com.

4. Other than those persons listed in this Affidavit, no other person resides at the Rental Property.

FURTHER YOUR AFFIANT SAYETH NOT.

Owner of Rental Property

Subscribed and sworn to before me
this _____ day of _____, 2009.

Notary Public

RRM: #120201

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/29/09
Item No.: 11.a

Department Approval



City Manager Approval



Item Description: Public Hearing for the Proposed Construction of a Noise Wall Along Highway 36 as a part of the Rice Street Interchange Project

BACKGROUND

Ramsey County is developing plans to reconstruct the interchange of Highway 36 and Rice Street. As part of the process and in accordance with state and federal environmental rules, the County has evaluated a number of issues along the corridor. One of the issues analyzed was highway noise. The noise analysis has indicated that highway noise in the North West quadrant of the interchange would exceed state standards. A Noise wall was evaluated at this location as a potential means for mitigating the noise levels. The analysis concluded that a noise wall in this area would meet the cost reasonableness criteria. This proposed noise wall location is shown on the attached drawing embedded in the letter to area residents.

Prior to concluding the noise mitigation process and pursuant to State and Federal rules, Ramsey County needs to verify that the majority of the property owners adjacent to the noise wall support its construction. The consultant that is designing this project will present the findings of the environmental study relating to noise impacts of the project and discuss the MnDot policy at the Council meeting. A MnDot representative will also be available to answer questions. The City of Roseville is required to conduct a public hearing as a part of this process and to pass a resolution of support or rejection.

POLICY OBJECTIVE

The City of Roseville participates in the planning of regional transportation projects to ensure local interests are addressed and there are minimal negative environmental impacts to the community.

FINANCIAL IMPACTS

The proposed noise wall will be funded as a part of the interchange project. The total funding package has not been secured at this time but is anticipated to include State, Federal, Ramsey County and Local funds.

STAFF RECOMMENDATION

Staff recommends the Council consider approval of the construction of a noise wall to mitigate negative impacts of the additional traffic utilizing a reconstructed Rice Street interchange.

29 **REQUESTED COUNCIL ACTION**

30 Approve Resolution in support of the construction of a noise wall along the north side of Highway 36 as
31 a part of the Rice Street interchange project.

Prepared by: Duane Schwartz, Public Works Director

Attachments: A. Noise Abatement Brochure
B. Letter with drawing
C. Resolution

A barrier is feasible if it can be constructed without major engineering or safety issues and provide a substantial noise reduction to the adjacent receivers. Reasonableness deals with whether or not the barrier can be constructed in a cost-effective manner, the percentage of residential-type development, overall noise levels and noise level increases, and the desires of the community.

What is a “substantial noise reduction”?

A noise barrier must provide at least a readily perceptible decrease in noise levels to adjacent receivers to be effective. This is defined as a noise decrease of at least five decibels. As noise level changes of three decibels or less are not generally perceivable, it is not prudent to construct a noise barrier that only gives a one- or two- decibel benefit to adjacent properties.

What types of noise barriers are constructed?

Noise barriers are commonly constructed as walls, earthen berms, or a combination of the two. Walls are most common, and are usually constructed out of dense material, such as wood, concrete or block materials. Earth berms are a natural alternative to walls, but require much more land to construct. Walls can be constructed on top of berms in order to raise the overall height of the barrier.

How do noise barriers work?

Noise barriers reduce noise by blocking the direct travel of sounds waves from a source (highway) to adjacent homes or businesses, forcing them over the top or around



the barrier. The barrier must be high enough and long enough to block the view (line of sight) of the highway. This is the phenomenon that allows a noise barrier to provide a perceivable noise reduction. Noise barriers do very little good for homes on a hillside overlooking a road or for buildings which rise above a barrier. Openings or gaps in barriers for driveway connections or street intersections reduce barrier effectiveness.

Noise barriers are most effective for the first one or two rows of homes at distances up to 400 to 500 feet from the barrier. As noise levels decrease with distance, there is a point away from the highway at which noise barriers are no longer effective. They are not designed to eliminate or block all noise.

Will planting vegetation help reduce noise levels?

Vegetation is only effective for reducing noise levels if it is at least 100-200 feet deep, high enough that it cannot be seen over, and dense enough that it cannot be seen through. It is not feasible to plant enough vegetation along a highway to achieve this type of reduction, however, planting trees or shrubs can provide aesthetic benefit and visual screening.

How does pavement type affect noise levels?

Research regarding the influence of pavement surface texture on the tire/pavement sound source has been ongoing throughout the years and continues to this day. The benefits of new advances in paving, such as rubberized asphalt, the use of designed surface texturing etc. are not easily determined. As a result pavement type, in and of itself, cannot be considered as an alternative to conventional noise mitigation at this time.

Does Mn/DOT analyze noise mitigation for new developments?

For a major highway reconstruction project, Mn/DOT will analyze an area if the final plat was approved prior to Mn/DOT's environmental review process. If development occurs after this date, any noise mitigation is the responsibility of the municipality as per MN State Rule 7030.0030.

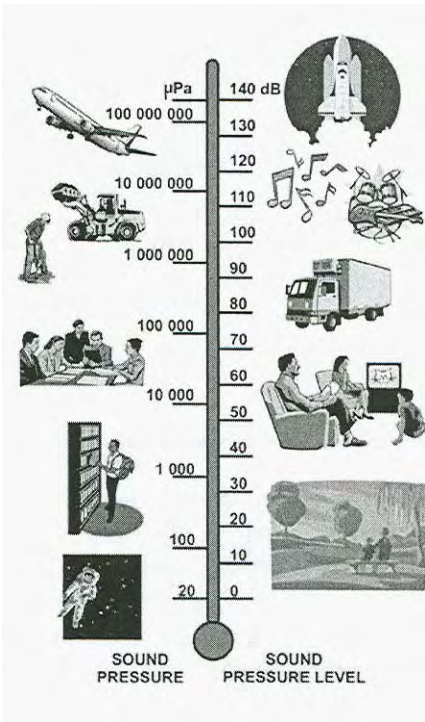
Highway Traffic Noise: Assessment and Abatement



Traffic noise is an important consideration that must be taken into account when the Minnesota Department of Transportation (Mn/DOT) embarks on environmental studies that involve major highway improvements. For these projects, a noise study is required to assess existing noise levels and predict future noise levels (usually 20 years into the future) to determine noise impacts.

All traffic noise studies and analyses prepared for Mn/DOT projects must adhere to procedures and requirements as established by Federal law, U.S. Department of Transportation regulations, MN Pollution Control Agency (MPCA), and Mn/DOT noise analysis guidelines. This assures that the policies are uniformly and consistently applied and provides equitable treatment for those impacted by highway traffic noise.

If noise impacts are identified during a traffic noise analysis, Mn/DOT is required to examine and consider noise mitigation measures. If these measures are found to be feasible and reasonable in accordance with Mn/DOT defined criteria, they must be included as part of the project.



How are noise level changes perceived?

Studies have shown that changes in noise levels of three decibels or less are not typically detectable by the average human ear. An increase of five decibels is generally readily noticeable by anyone, and a 10-decibel increase is usually felt to be “twice as loud” as before.

How do changes in traffic or roadway geometry affect noise levels?

Due to the nature of the decibel scale, a doubling of traffic will result in a three-decibel increase in noise levels, which in and of itself would not normally be a perceivable noise increase. Traffic would need to increase at least three times to result in a readily perceivable (five decibel) increase in noise.

Using the same reasoning, if a highway is moved half as close to existing homes (i.e. 200 to 100 feet), the noise levels will increase by three decibels. Conversely, if a highway is moved double the distance from existing homes, the noise levels will decrease by three decibels. Noise level increases due to highway projects are usually due to a combination of increased traffic and changes in the roadway alignment.

When is a noise analysis required?

A noise analysis is required for a proposed Mn/DOT project if that project consists of:

- A new highway built on a new location,
- An existing highway is significantly altered by substantially changing the horizontal or vertical characteristics of the road, or,
- The number of through traffic lanes is being increased.

Minor projects, such as normal roadway resurfacing or minor alterations (without adding new lanes), usually do not require a noise analysis.

Does Mn/DOT analyze noise levels on existing highways?

In the absence of a major highway project as described above, Mn/DOT would base any determination for future noise barriers by it's 1997/2002 Highway Noise Abatement Study.

What constitutes a traffic noise impact?

A “noise sensitive receiver” (defined as homes, parks, schools, businesses, etc.) is considered impacted by noise if either the future (generally a 20-year traffic projection) noise levels exceed the State Noise Rules/ FHWA noise abatement criteria, or if there is a substantial increase in future noise levels over existing noise levels from a proposed Mn/DOT project as described above. These are the noise levels that are experienced at commonly used exterior portions of the property.

For residences, schools, and parks, impact is defined when the future noise levels would exceed the State Noise Standards of 65 dBA L₁₀ daytime or 55 dBA L₁₀ nighttime for residential areas and 70 dBA L₁₀ for commercial. For Federal aid type projects, a substantial increase impact occurs when there is a projected 5 decibel increase over existing levels. Impacts such as these require mitigation consideration and analysis, which may result in the construction of noise barriers if they are determined to be feasible and reasonable.

What does Mn/DOT consider “feasible and reasonable”?

A noise barrier must be both feasible and reasonable if it is to be constructed with the highway project. Feasibility and reasonableness are determined by criteria that are quantifiable but flexible, and judgments for special and/or unusual circumstances are made on a case-by-case basis. As a result, noise mitigation is not automatically provided where noise impacts have been identified.

June 17, 2009

Re: Highway 36 and Rice Street interchange
Noise Wall Public Hearing
Monday, June 29 at 7:00 pm

Dear Property Owner:

Ramsey County is developing plans to reconstruct the interchange of Highway 36 and Rice Street. As part of the process and in accordance with state and federal environmental rules, the County has evaluated a number of issues along the corridor. One of the issues analyzed was highway noise.

The noise analysis has indicated that highway noise in the North West quadrant of the interchange would exceed state standards. A Noise wall was evaluated at this location as a potential means for mitigating the noise levels. The analysis concluded that a noise wall in this area would meet the cost reasonableness criteria. This proposed noise wall location is shown on the attached drawing.

Prior to concluding the noise mitigation process, Ramsey County needs to verify that the majority of the property owners adjacent to the noise wall support its construction. To learn more about the noise analysis process and be provided the opportunity to state your preference, the City of Roseville is conducting a public hearing as part of its regular City Council Meeting on **Monday, June 29 at 7:00 pm**. Please plan to attend the meeting.

You are encouraged to contact Duane Schwartz, City of Roseville at 651-792-7003 or Jim Tolaas, Ramsey County at 651-266-7116 if you have any questions or can not make the meeting and want your views to be considered.

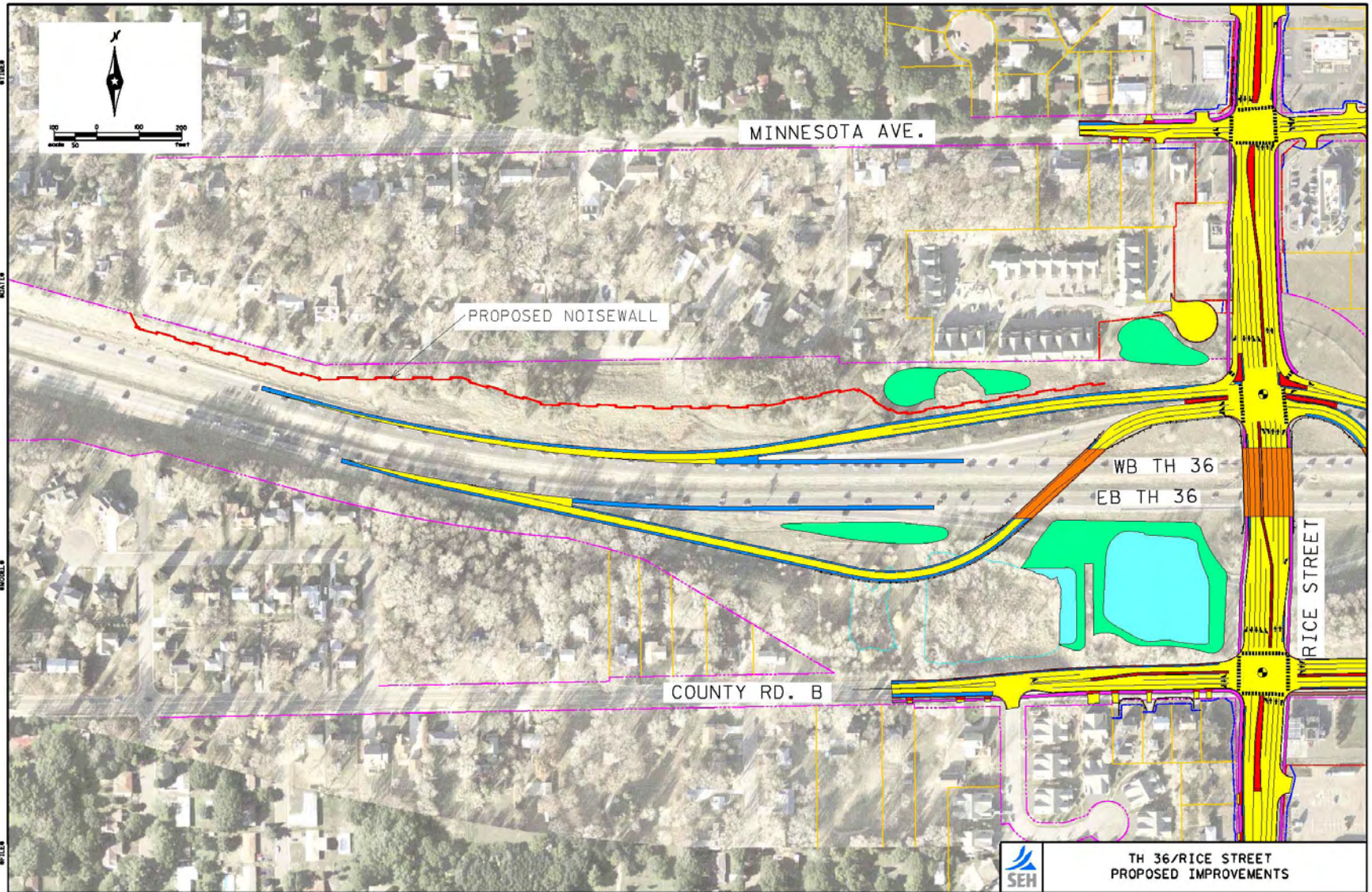
Sincerely,

A handwritten signature in black ink, appearing to read "Duane Schwartz". The signature is fluid and cursive, with the first name "Duane" being more prominent than the last name "Schwartz".

Duane Schwartz

Public Works Director
City of Roseville

cc: City Council
PWETC



1
2
3 **EXTRACT OF MINUTES OF MEETING**
4 **OF CITY COUNCIL**
5 **OF CITY OF ROSEVILLE**
6 **RAMSEY COUNTY, MINNESOTA**
7
8

9 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville,
10 Minnesota, was held in the City Hall in said City on Monday, June 29, 2009, at 6:00 o'clock p.m.

11
12 The following members were present: and the following were absent:

13
14 Councilmember introduced the following resolution and moved its adoption:

15
16 **RESOLUTION**
17

18 **RESOLUTION IN SUPPORT OF A NOISE WALL TO BE CONSTRUCTED ON THE NORTH SIDE OF**
19 **HIGHWAY 36**
20

21 WHEREAS, pursuant to requirements established by Federal law, U.S. Department of Transportation
22 regulations, Minnesota Pollution Control Agency, and MnDot noise analysis guidelines: and
23

24 WHEREAS, a noise analyses related to the construction of a new interchange at Rice St. and Highway 36
25 identifies a benefit to properties on the north side of Highway 36 from the construction of a noise wall: and
26

27 WHEREAS, the City Council has held a hearing to receive comment from benefitting properties
28

29 NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE,
30 MINNESOTA, that the City Council hereby supports the construction of a noise wall on the north side of
31 Highway 36 as a part of the construction of a new interchange at the intersection with Rice Street as proposed
32
33

34 The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon
35 vote being taken thereon, the following voted in favor thereof: and and the
36 following voted against the same: none
37

38 Whereupon said resolution was declared duly passed and adopted.

2
3 STATE OF MINNESOTA)
4) SS
5 COUNTY OF RAMSEY)
6

7 I, the undersigned, being the duly qualified City Manager of the City of Roseville, Minnesota, do hereby
8 certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the
9 City Council of said City held on the 29th day of June, 2009, with the original thereof on file in my office, and
10 the same is a full, true and complete transcript.

11
12 Adopted by the Council this 29th day of June, 2009.
13
14
15
16

17 (SEAL)

William J. Malinen, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06-29-09
Item No.: 11.b

Department Approval



City Manager Approval



Item Description: **Public Hearing to consider a request for a variance to the noise ordinance at the parking ramp project located at 2750 Cleveland Ave to begin construction activities at 6:00 am versus 7:00 am.**

BACKGROUND

- The subject property is the Metro Transit Park & Ride ramp currently under construction at 2750 Cleveland Ave. The General Contractor for the project is Adlofson & Peterson.
- The contractor is requesting a variance to begin construction activities at 6:00 am on weekdays during the traditionally hot weather of July and August. This is to minimize the detrimental effects of hot weather on both the concrete and their workers (when pouring concrete). The concrete being poured is not the normal concrete typically seen but is a very high strength type of concrete which can be compromised by hot weather.
- City Code Section 405.03.D prohibits construction activities during the hours from 10:00 pm to 7:00 am on weekdays. City Code Section 405.04 stipulates that any variance from the noise standards be heard before City Council at a public hearing.
- Properties within 500' of this site have been notified of this public hearing.
- The closest residential properties are approximately 1600 feet away.
- To date there have been no complaints about noise at this construction site.

REQUESTED ACTION

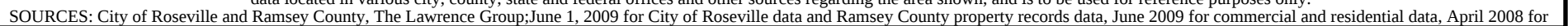
Staff is requesting Council open the public hearing to consider the granting of a variance to the noise ordinance at 2750 Cleveland to allow construction activities beginning at 6:00 am.

SUGGESTED COUNCIL ACTION

- Open Public Hearing and take public comment.
- Close Public Hearing.

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2750 Cleveland Ave.



Date: 6/29/09

Item: 12.a

See: 11.a

Hwy 36 Noise Wall

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06-29-09
Item No.: 12.b

Department Approval



City Manager Approval

Item Description: **A request for a variance to the noise ordinance at the parking ramp project located at 2750 Cleveland Ave to begin construction activities at 6:00 am versus 7:00 am.**

BACKGROUND

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- City Code Section 405.03.D prohibits construction activities during the hours from 10:00 pm to 7:00 am on weekdays. City Code Section 405.04 stipulates that any variance from the noise standards be heard before City Council at a public hearing.
- Properties within 500' of this site have been notified of this public hearing.
- The closest residential properties are approximately 1600 feet away.
- To date there have been no complaints about noise at this construction site.
- Any comments that we receive will be shared with the Council as a part of the public hearing.

POLICY OBJECTIVE

Minimize noise disturbances to residents during the early morning hours.

FINANCIAL IMPACTS

No financial impact on the City.

STAFF RECOMMENDATION

Given the distance to residential properties staff feels there should be minimal chance of disturbance to residents. Staff recommends the Council approve the variance as requested with the stipulation that there be no start-up noises before 6:00 am.

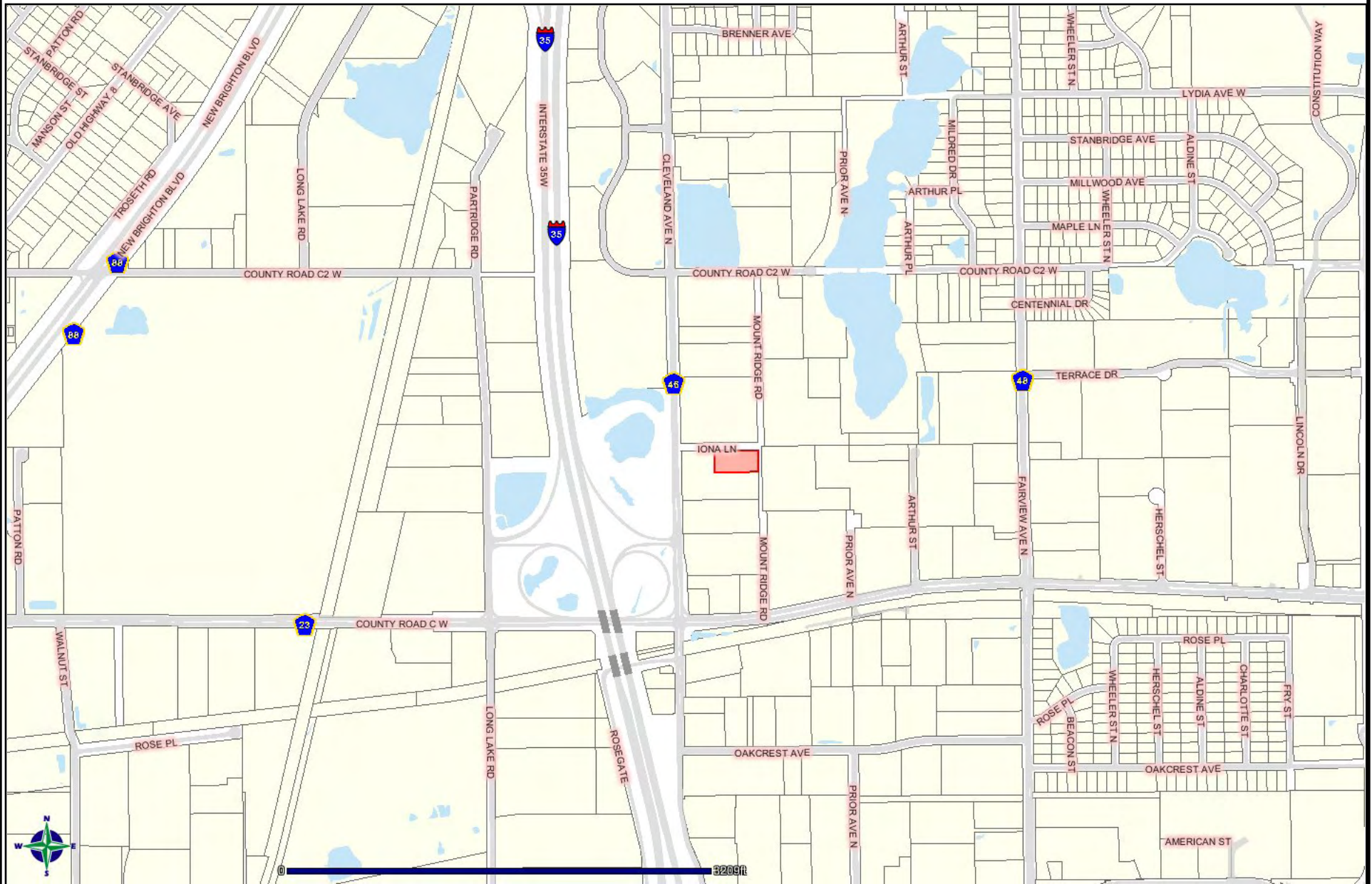
REQUESTED COUNCIL ACTION

Approve the variance request allowing construction activities beginning at 6:00 am at 2750 Cleveland Avenue on weekdays during the months of July and August (with no start-up noises occurring before 6:00 am).

Prepared by: Don Munson, Permit Coordinator Attachments: A: Map of 2750 Cleveland Ave.

Noise Variance Request

2750 Cleveland Avenue



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

SOURCES: City of Roseville and Ramsey County, The Lawrence Group; June 1, 2009 for City of Roseville data and Ramsey County property records data, June 2009 for commercial and residential data, April 2008 for

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6-29-09
Item No.: 12.c

Department Approval

City Manager Approval



Item Description: Consider Approving an Agreement with the Roseville Central Park Foundation for a Restroom Facility at the Muriel Sahlin Arboretum in Roseville Central Park

BACKGROUND

In 1997, the City Council adopted the Master Plan for the Muriel Sahlin Arboretum in Roseville Central Park. Since that time the first three phases of development have been completed with the support, commitment and financial assistance of the Roseville Central Park Foundation and others. Since the inception of the Arboretum the Central Park Foundation has placed it as a high priority on the list of projects to fund. Much of the capital development that has occurred over the years has been the result of the Central Park Foundation and other donations and sponsorships.

To further the development, the next logical project in the Arboretum Master Plan of strong interest by the Roseville Central Park Foundation is the installation of phase 1 of a restroom facility. The total capital cost for this project is projected to be approximately \$200,000. The Central Park Foundation Board is eager, willing, and capable and has approved moving forward with the funding of this project this year.

Staff has been working with the Central Park Foundation and the City Attorney to develop an agreement whereby the Foundation will construct the restroom facility and at completion will contribute the facility as a gift to the City of Roseville. This unique approach gives the Central Park Foundation an opportunity to solicit quotes, obtain contributions for materials, supplies and labor, solicit additional donations, etc.

Attached is a copy of the:

- Master Plan for the Muriel Sahlin Arboretum indicating general restroom location
- Drawing of phase 1 of the restroom facility by Busch Architects
- Drawing of phase 2 of the restroom facility by Busch Architects
- Agreement outlining the approach and the details

The City staff, Parks and Recreation Commission, Arboretum Committee, City Attorney and the Roseville Central Park Foundation has reviewed the proposal and recommends acceptance of phase 1 of the Restroom facility as proposed.

The maintenance and operation rests with the City Parks and Recreation Department. Currently the M&O is being accomplished by the existing Park Maintenance Crew and as the Arboretum

33 develops the need will exist to increase maintenance capabilities. For the restroom facility project,
34 the maintenance will be performed by existing maintenance staff with any additional materials,
35 supplies and facility utilities anticipated to be covered by usage fees of the arboretum.

36 **POLICY OBJECTIVE**

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

- 38 ■ Minnesota Statute requires all donations to be officially accepted by the City
39 Council.
- 40 ■ The staff will not solicit donations.
- 41 ■ Donors will be informed that no conditions or promises of future favorable city
42 action on their behalf may be attached to the gift.

43 **FINANCIAL IMPACTS**

44 All planning and capital costs associated with the project will be paid for by the Roseville Central
45 Park Foundation. This is consistent with their mission and historical perspective. The capital
46 improvement will become the property of the City of Roseville as a gift and therefore there is an
47 associated M&O cost that will be the responsibility of the City. The maintenance will be performed
48 by existing maintenance staff and any additional materials, supplies and facility utilities is
49 anticipated to be covered by usage fees of the arboretum.

50 **STAFF RECOMMENDATION**

51 Based upon the review and recommendation of the Parks and Recreation Commission, the
52 Roseville Central Park Foundation and the Muriel Sahlin Arboretum Committee, staff
53 recommends acceptance of phase 1 of the restroom facility and that the City enter into the
54 proposed agreement with the Roseville Central Park Foundation to construct the restroom facility
55 at the Muriel Sahlin Arboretum.

56 **REQUESTED COUNCIL ACTION**

57 Motion accepting the donation of phase 1 of a restroom facility at the Muriel Sahlin Arboretum as
58 proposed and authorize the Mayor and City Manager to sign the attached agreement between the
59 Roseville Central Park Foundation and the City of Roseville with final review by the City Attorney.

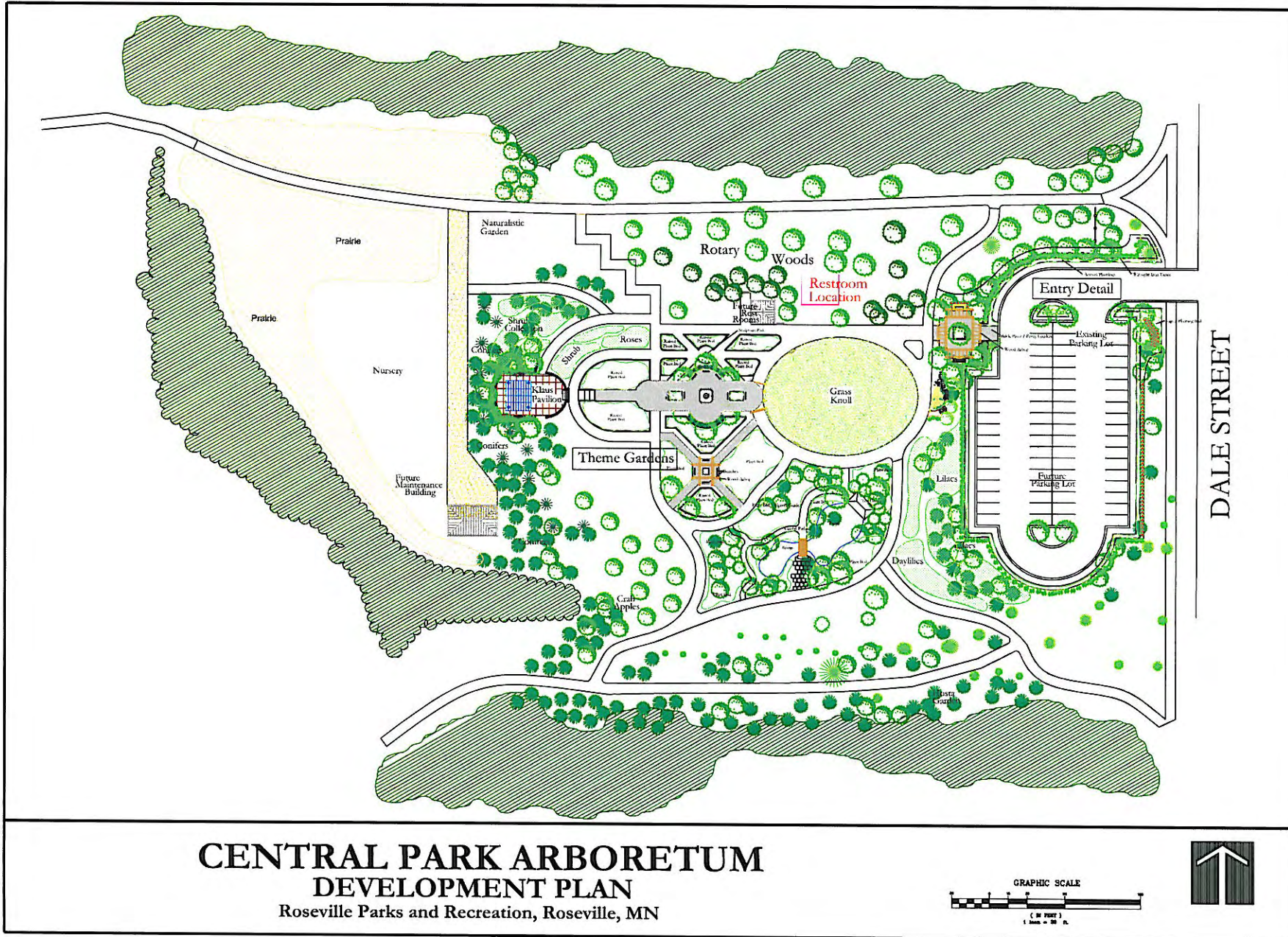
60

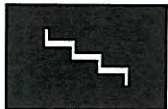
61

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachments: A: Master Plan of the Muriel Sahlin Arboretum indicating general area of restroom facility
B: Drawing of phase 1 of the restroom facility by Busch Architect
C: Drawing of phase 2 of the restroom facility by Busch Architect
D: Proposed agreement

62





BUSCH
ARCHITECTS, INC.

2402 UNIVERSITY AVENUE WEST
SUITE 601
SAINT PAUL, MINNESOTA 55114

Tel: 651.845.8475
Fax: 651.845.8871

CONSULTANT

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ REG. NO.: 18893

COMMISSION NO.

DRAWN BY: KCB
CHECKED BY: KCB
DATE: February 25, 2018
END ISSUE DATE:
REVISION DATES:

PROJECT TITLE

ROSEVILLE ARBORETUM RESTROOM/
MEETING ROOM FACILITY
ROSEVILLE, MINNESOTA

OWNER

CITY OF ROSEVILLE

SHEET TITLE

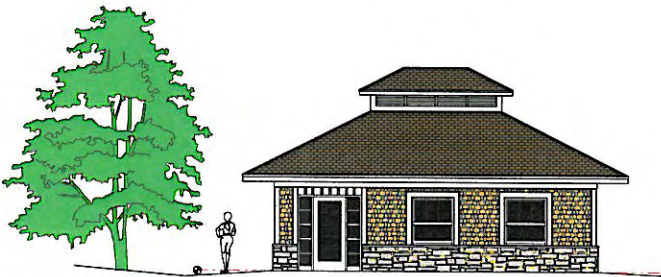
FLOOR PLAN AND ELEVATIONS

SHEET NO.
SHEET 1 OF 1

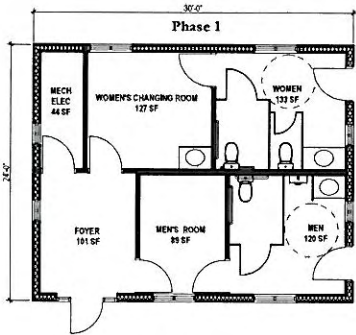
A1



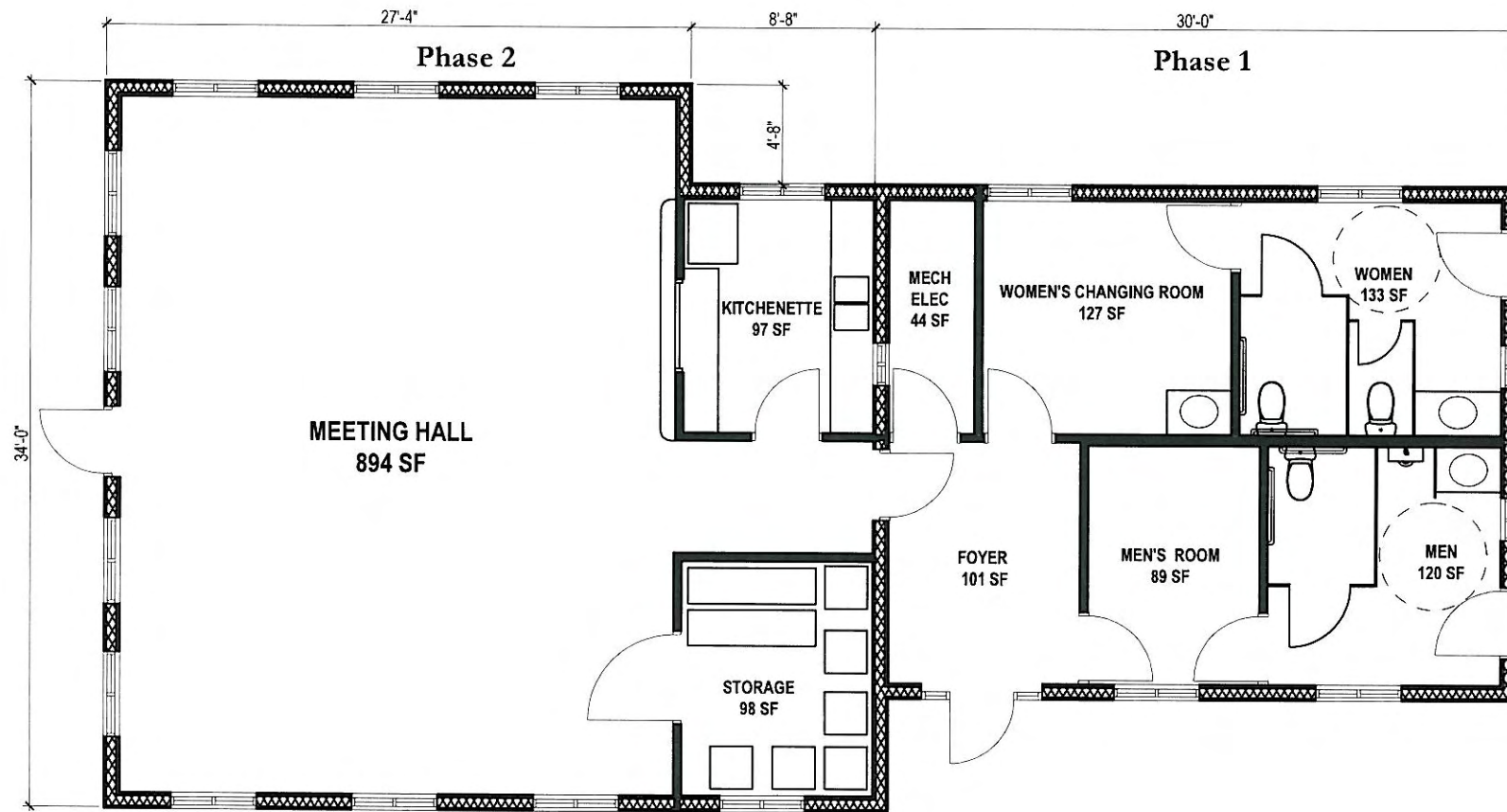
WEST ELEVATION OPTION E
PHASE 1



SOUTH ELEVATION OPTION E
PHASE 1



ROSEVILLE
CENTRAL PARK ARBORETUM
RESTROOM BUILDING
PHASE 1



ROSEVILLE
CENTRAL PARK ARBORETUM
RESTROOM BUILDING
PHASE 2

**RECREATION AGREEMENT
BETWEEN
THE CITY OF ROSEVILLE AND
THE ROSEVILLE CENTRAL PARK FOUNDATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the City of Roseville (hereinafter called “the City”), and The Roseville Central Park Foundation, a Minnesota nonprofit corporation (hereinafter called “the Foundation”) pursuant to the authority of Minn. Stat. § 471.16, et seq.

**ARTICLE I
PREMISES**

The subject of this Agreement is the construction of Central Park’s Muriel Sahlin Arboretum Restroom (“the Restroom”), which is located in Central Park of the City of Roseville, Minnesota legally described in the attached Exhibit A, which is owned by the City.

**ARTICLE II
PURPOSE**

The purpose of this Agreement is to provide for the construction of the restroom at the Muriel Sahlin Arboretum. The parties acknowledge that the funding for the construction of the restroom is being provided from the Roseville Central Park Foundation.

**ARTICLE III
TERM**

The term of this Agreement shall be from __July 1, 2009, until the completion of the Restroom and the acceptance of the Restroom by the City. After final completion, inspection, and acceptance by the City and proof of payment of all construction-related costs by the Foundation, the Restroom shall become a gift to the City pursuant to a Deed of Gift in the form of Exhibit B attached hereto; and the City shall release the Roseville Central Park Foundation from all future claims related thereto.

**ARTICLE IV
RESTROOM CONSTRUCTION**

1. The Foundation shall, at its sole expense, provide for construction of the Restroom. The Restroom shall generally consist of the construction of a new restroom, and general landscaping in the restroom area. Upon receipt of final plans and specifications for the restroom and surrounding area which are acceptable to the Foundation, such plans and specifications shall be submitted to the City for its approval. Upon receipt of written City approval of such plans and specifications, the Foundation shall negotiate with a contractor acceptable to the Foundation and the City for construction of the Restroom. Prior to final execution of a construction contract with such contractor, the construction

1 contract shall be submitted to the City for approval. Upon the City's written approval of
2 such construction contract, the City shall cause all necessary building and other
3 municipal permits necessary for construction of the restroom to be issued without cost or
4 other charge to the Foundation or the contractor.

5 **ARTICLE V**
6 **ASSIGNMENT AND DELEGATION**

7 The rights and responsibilities of each party under this Agreement shall not be assigned and/or
8 delegated to a third party in whole or in part without the prior written consent of the other party
9 hereto.

10 **ARTICLE VI**
11 **DESIGN AND CONSTRUCTION PROCESS**

- 12 1. The Foundation shall coordinate and conduct project meetings with the Roseville Park
13 and Recreation Commission, the Arboretum Committee, and other appropriate groups to
14 increase awareness and solicit input on building location and design.
- 15 2. The Foundation shall retain the services of a qualified and registered architect to design
16 the Restroom facility and administer the construction process.
- 17 3. Upon timely approval by the City of plans and specifications, and the construction
18 contract, the Foundation shall use all commercially reasonable efforts to cause the
19 Restroom construction to be completed by October 31, 2009, subject to events of force
20 majeure and performance by the Contractor.
- 21 4. Any substantial modifications to the final plans as approved by the City shall be approved
22 by the City and the Foundation. For purposes of this paragraph, "substantial
23 modification" means a modification that would impact the construction cost by more than
24 10% or would materially change the project scope or intended use or appearance of the
25 restroom.
- 26 5. The Roseville Central Park Foundation shall act as a fiscal agent for the project. The
27 Foundation shall, before the commencement of construction, provide evidence,
28 satisfactory to the City, that it has established or maintains a bank, escrow or other
29 | account or similar fund for the purposes of funding the restroom construction in an
30 amount at least equal to the amount identified in the construction contract. The
31 Foundation shall provide, or cause the contractor to provide, prior to commencement of
32 construction, a sworn construction statement identifying all subcontractors and material
33 providers working on or providing material for the restroom construction. Upon receipt
34 by the Foundation of a payment application from the contractor, the Foundation shall
35 send a copy thereof to the City. The City shall, upon receipt of such payment application,
36 promptly inspect the Restroom construction to determine that the appropriate work for
37 which the Contractor is requesting payment has been completed in accordance with the
38 approved plans and specifications. Upon receipt of written approval from the City of the
39 work for which payments is being requested, the Foundation shall pay the contractor the
40 amount requested in the applicable payment application to the contractor only upon

1 receipt of lien waivers from the contractor for the amount of the present pay application,
2 and from all subcontractors and material providers being paid out of the proceeds of such
3 payment application, lien waivers for all amounts paid out of previous payment
4 applications. Lien waivers for all work performed will be provided by the contractor and
5 all subcontractors and material providers prior to final payment.

6 6. The Foundation shall assign (without recourse or warranty) all warranties which will be
7 provided in the construction contract to the City.

8 7. The City shall extend municipal sanitary, sewer and water services to serve the Restroom
9 facility,

10 8. The City shall fill dirt into the trenches that are used to extend utilities to the site

11 9. The City shall replace topsoil and rough grade the area disturbed by the trenches.

12 10. If any dispute arises during the construction work, the City shall have the right to be
13 involved in resolution of the dispute as it may affect the City's interests.

14 **ARTICLE VII**
15 **INSURANCE AND BONDS**

16 1. The Foundation shall require the contractor to post performance and payment bonds
17 guaranteeing completion of the restroom construction, as well as payment of
18 subcontractors and material suppliers. Said bonds shall be in the amount of the
19 construction contract, as it/they may be adjusted from time to time. Said bonds shall be
20 submit to and approved by the City in writing.

21 2. The construction contract shall require the contractor to provide commercial general
22 liability insurance with a One Million dollar (\$1,000,000) per occurrence/Two Million
23 Dollar(\$2,000,000) annual aggregate, and all policies shall name the City and the
24 Foundation as an additional insured. Such policies shall also provide that they cannot be
25 canceled except upon written notice to the City and the Foundation.

26 3. The construction contract shall require the contractor to provide builder's risk insurance
27 on the Restroom construction insuring against loss during the period of construction;
28 workers compensation insurance in the statutorily required amount; and employee
29 automobile insurance.

30 4. The construction contract shall contain a provision that the contractor and the
31 subcontractor agree to defend and indemnify the City and the Foundation, and their
32 officers and employees, for any claims against the City or the Foundation that arise from
33 the construction of the Restroom or the contractor's or subcontractors performance or
34 failure to perform its obligations under the construction contract.

35 |
36 **ARTICLE VIII**
37 **RIGHT OF ACCESS**

1 The Foundation, its contractor, architect and authorized agent shall be entitled to enter the City
2 Park to construct the Restroom facility. The City, its authorized agents and representatives, shall
3 be entitled to enter the construction area at any time during the construction of the Restroom
4 construction, or any time thereafter, for the purpose of inspection, repair, exhibition or for any
5 other such purpose as the City deems appropriate. The City shall remain responsible for all
6 maintenance, operation and other obligations with respect to the City Park at all times during and
7 after construction of the restroom construction. The City agrees that any such entry will not
8 interfere with or hinder the construction of the Restroom construction. The Contractor shall erect
9 fencing around the construction site to keep the general public from within the construction
10 limits noted upon the architect's drawings during the construction work on the site.

11 **ARTICLE IX**
12 **NOTICES**

13 Any and all notices and demands by or to the parties hereto shall be in writing and shall be
14 validly given or made if served either personally or if deposited in the United States mail
15 (certified or registered, postage prepaid, return receipt requested). If such notice be served
16 personally, service shall be conclusively deemed made at the time of such personal service. If
17 such notice or demand be served by registered or certified mail in the manner provided herein,
18 service shall be conclusively deemed made seventy-two (72) hours after the deposit thereof in
19 the United States mail, addressed to the party to whom such notice is to be given, not counting
20 Sundays or legal holidays. The City and the Foundation may, by written notice given by one to
21 the other, designate any address to which notices and demands shall be sent when required under
22 this Agreement. Current notices shall be addressed as follows:

23
To Foundation: Roseville Central Park Foundatio
2660 Civic Center Drive
Roseville, MN 55113

To the City: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

24 **ARTICLE X**
25 **SEVERABILITY**
26

27 If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the
28 remainder of this Agreement shall not be affected thereby, and each provision of this Agreement
29 independently shall be valid and enforceable to the extent permitted by law.

30 **ARTICLE XI**
31 **GOVERNING LAW**

32 This Agreement shall be governed by and construed in accordance with the laws of the State of
33 Minnesota.

**ARTICLE XII
AMENDMENTS**

Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall only be valid when expressed in writing and duly signed by the parties.

**ARTICLE XIII
ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto and this Agreement may not be altered, changed or amended, except by an instrument in writing and signed by all parties.

WHEREFORE, the parties have executed this Agreement as of the date first set forth above.

ROSEVILLE CENTRAL PARK FOUNDATION

CITY OF ROSEVILLE

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A

(Legal Description of Roseville Central Park Muriel Sahlin Arboretum)

EXHIBIT B

Deed of Gift

KNOW ALL BY THESE PRESENTS, that the Roseville Central Park Foundation, a Minnesota nonprofit corporation (the "Foundation"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by the City of Roseville, Minnesota (the "City"), does hereby grant, assign, and convey unto the City and its assigns, forever, the project known as the restroom construction in the Roseville Central Park Muriel Sahlin Arboretum (the "Project"), to have and to hold the same, by the City, and its assigns, forever. By acceptance of this Deed of Gift, the City agrees that the Project is accepted as is, with no representations or warranties from the Foundation, and the City further agrees to indemnify, defend, and hold harmless the Foundation, its officers, directors, and employees, from and against any and all liabilities, claims, demands, actions or causes of action which now exist or may subsequently arise, directly or indirectly, in connection with planning, organizing, designing, administering, constructing, maintaining and/or operating the Project. This Deed of Gift shall be binding upon the successors and assigns of the City and the Foundation, and shall inure to the benefit of the City and the Foundation, their successors and assigns.

IN TESTIMONY WHEREOF, the Foundation has executed this document this ____ day of _____, 200__.

ROSEVILLE CENTRAL PARK FOUNDATION

By: _____
Its: _____

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, the _____ of the Roseville Central Park Foundation, a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public

Acceptance by City of Roseville

The City of Roseville hereby accepts the Deed of Gift from the Roseville Central Park Foundation on this ____ day of _____, 200__, and agrees to all terms and conditions set forth therein.

CITY OF ROSEVILLE, MINNESOTA

By: _____
Its: _____

RRM: #131637/cg

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6-29-09
Item No.: 12.d

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform a City Abatement for Unresolved Violation of City Code at 2178 Cohansey Boulevard.**

BACKGROUND

- The subject property is a rented single family home.
- The current owner is listed as Khai Hong Lim and Shu Ping Teoh of Maplewood, Minnesota.
- Notice was sent May 28, 2009, requesting violations be corrected.
- Current violations include:
 - Junk and construction debris behind fence (a violation of City Code Section 407.02.D and 407.03.H).
 - Fence maintenance requires repair and painting (a violation of City Code Section 402.04.J and 906.05.C).
 - Garbage in front yard (a violation of City Code Section 407.02.D).
 - Inoperable, unlicensed blue van in driveway (a violation of City Code Section 407.02.D).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Removal of junk, debris, and garbage:
 - o Approximately - \$1,200.00
- Fence painting and repair:

- 24 o Approximately - \$800.00
- 25 • Impounding the van.
- 26 o Approximately - \$0.00
- 27 • Total: Approximately - \$2,000.00.

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

32 **STAFF RECOMMENDATION**

33 Staff recommends that the Council direct Community Development staff to abate the above referenced
34 public nuisance violations at 2178 Cohansey Boulevard.

35 **REQUESTED COUNCIL ACTION**

36 Direct Community Development staff to abate the above referenced public nuisance violation at 2178
37 Cohansey Boulevard by hiring a general contractor to remove the junk/debris, schedule the impounding
38 of the vehicles, and repair and repaint the fence. The property owner will then be billed for actual and
39 administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B.
40 Costs will be reported to Council following the abatement.

41 Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2178 Cohansey Boulevard.

2178 Cohansey Blvd



Prepared by:
Community Development Department
Printed: June 15, 2009



Site Location

LR / R1 Comp Plan / Zoning
Designations

Data Sources

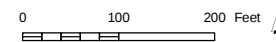
* Ramsey County GIS Base Map (6/1/2009)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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Location Map



mapdoc: planning_commission_location.mxd

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6-29-09
Item No.: 12.e

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform a City Abatement for Unresolved Violation of City Code at 190-192 Transit Avenue West.**

BACKGROUND

- The subject property is a rental duplex home.
- The current owner is listed as Mr. Dan Bucholz, 13 Dogwood Lane, North Oaks, Minnesota, 55127-2168.
- Notice was sent in November 2008, requesting the violations be corrected by June 1, 2009.
- Current violations include:
 - Deteriorated and rotted siding, peeling paint, deteriorating shingles, and grass over 8" (a violation of City Code Section 906.05.C).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Siding, trim and shingle repairs, and painting entire structure:
 - o Approximately - \$15,000.00
- Total: Approximately - \$15,000.00.

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

25 **STAFF RECOMMENDATION**

26 Staff recommends that the Council direct Community Development staff to abate the above referenced
27 public nuisance violations at 190-192 Transit Avenue West.

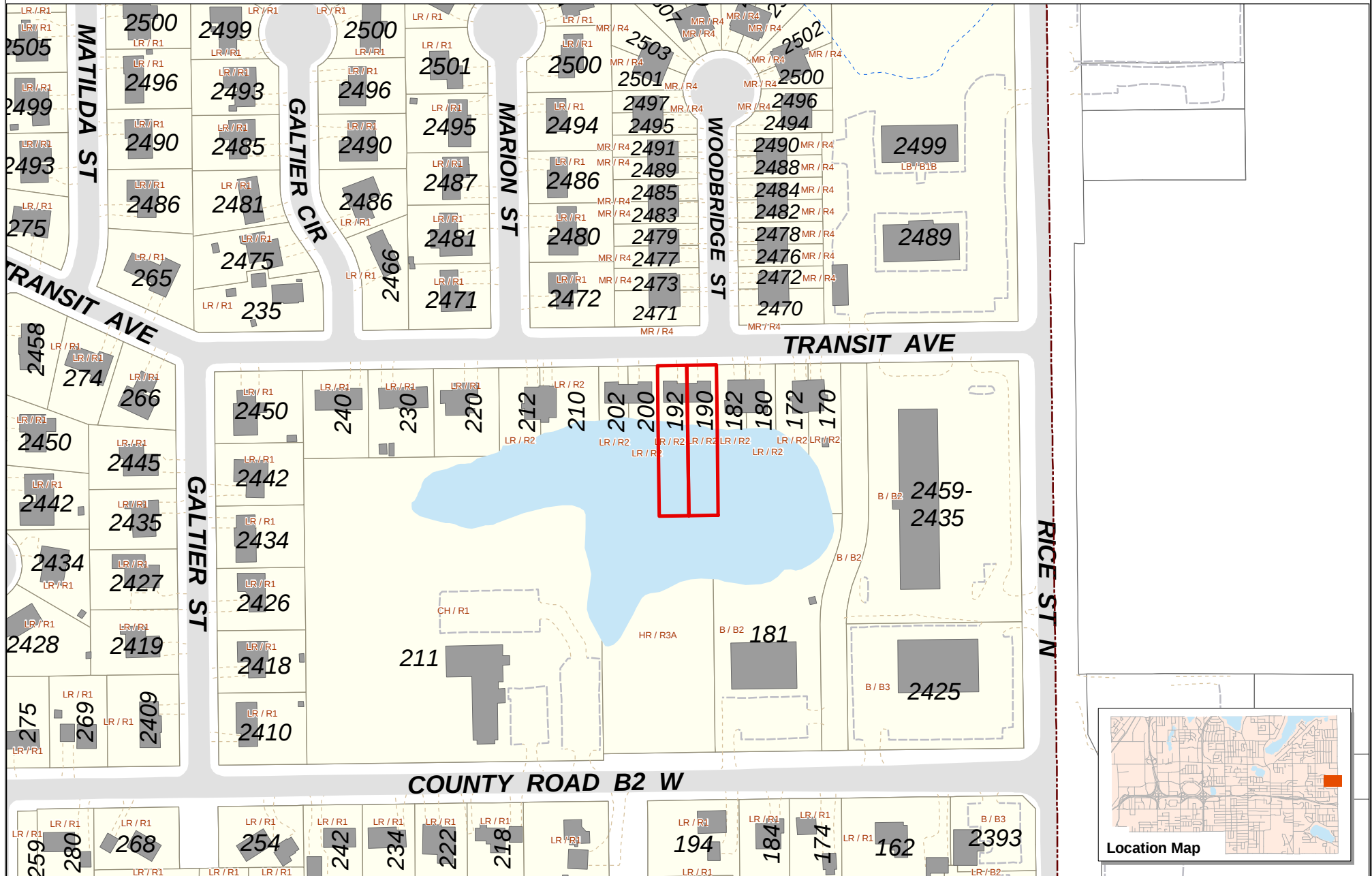
28 **REQUESTED COUNCIL ACTION**

29 Direct Community Development staff to abate the above referenced public nuisance violation at 190-
30 192 Transit Avenue West by hiring a general contractor to repair and replace portions of siding trim
31 and shingles, and, repaint the structure. The property owner will then be billed for actual and
32 administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B.
33 Costs will be reported to Council following the abatement.

34 Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 190-192 Transit Avenue W

190-192 Transit Ave W



Prepared by:
Community Development Department
Printed: June 5, 2009

Site Location

Comp Plan / Zoning
Designations

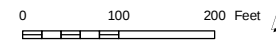
Data Sources

* Ramsey County GIS Base Map (6/1/2009)
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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Location Map



mapdoc: planning_commission_location.mxd

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6-29-09
Item No.: 12.f

Department Approval



City Manager Approval



Item Description: **Community Development Department Request to Perform a City Abatement for Unresolved Violation of City Code at 2240 St. Stephen Street**

BACKGROUND

- The subject property is a single family home.
- The current owner is listed as Daniel and Deborah Thompson.
- Notice was sent April 28, 2009, requesting violations be corrected.
- Current violation include:
 - A large amount of junk/debris, household items, and lumber in the side and rear yards (a violation of City Code Section 407.02.D and 407.03.H).
 - Building elements in disrepair, including – garage doors and siding, fencing and windows (a violation of City Code Section 906.05.C).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Disposal of junk/debris:
 - o Approximately - \$700.00
- Repairs to house, garage, pool and fence:
 - o Approximately - \$7,000.00
- Total: Approximately - \$7,700.00.

In the short term, costs of the abatement will be paid out of the HRA budget, which has allocated \$100,000 for abatement activities. The property owner will then be billed for actual and administrative

26 costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be
27 reported to Council following the abatement.

28 **STAFF RECOMMENDATION**

29 Staff recommends that the Council direct Community Development staff to abate the above referenced
30 public nuisance violations at 2240 St. Stephen Street.

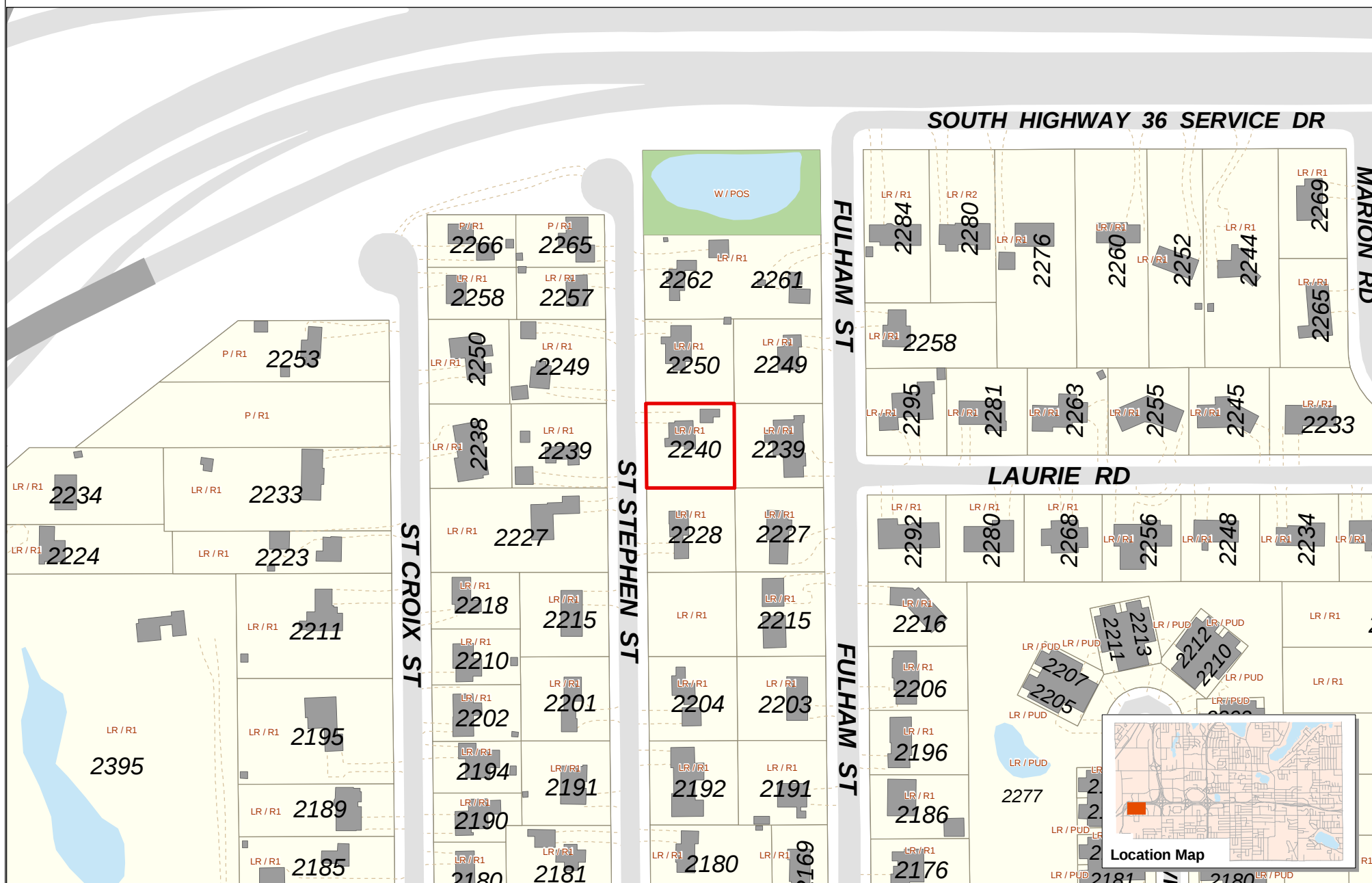
31 **REQUESTED COUNCIL ACTION**

32 Direct Community Development staff to abate the above referenced public nuisance violation at 2240
33 St. Stephen Street by hiring a general contractor to repair the house, the garage, the pool and the fence.
34 The property owner will then be billed for actual and administrative costs. If charges are not paid, staff
35 is to recover costs as specified in Section 407.07B. Costs will be reported to Council following the
36 abatement.

37 Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2240 St. Stephen Street

2240 St. Stephen St



Prepared by:
Community Development Department
Printed: May 29, 2009

Site Location

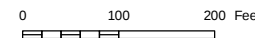
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (5/14/2009)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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mapdoc: planning_commission_location.mxd

REQUEST FOR COUNCIL ACTION

DATE: 6/29/2009
ITEM NO: 12.g

Department Approval:



City Manager Approval:



Item Description: Request by Wellington Management approval of a **rezoning** of 1126 Sandhurst Drive and 2167 Lexington Avenue to Planned Unit Development from Single Family Residence District and General Business District, respectively, and approval of a **Planned Unit Development Agreement** and **Final Planned Unit Development** to allow the construction of a multi-tenant commercial office property (PF09-003)

1.0 REQUESTED ACTION

Wellington Management seeks REZONING of the northwest quadrant of the intersection of County Road B and Lexington Avenue and the approval of a PLANNED UNIT DEVELOPMENT AGREEMENT and FINAL PLANNED UNIT DEVELOPMENT for a proposed redevelopment which would replace the existing TCF bank structures at 2167 Lexington Avenue and the adjacent single-family residence at 1126 Sandhurst Drive with an 11,900-square-foot commercial office building and parking area.

Project Review History

- General Concept Plan approved: May 11, 2009
- Final application submitted and determined complete: June 8, 2009
- Sixty-day review deadline: August 7, 2009
- Project report prepared: June 24, 2009
- Anticipated City Council action: June 29, 2009

2.0 SUMMARY OF RECOMMENDATION

Planning Division staff recommends approving the requested REZONING, PLANNED UNIT DEVELOPMENT AGREEMENT, and FINAL PLANNED UNIT DEVELOPMENT; see Section 7 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

3.1 Adopt an ordinance REZONING 1126 Sandhurst Drive and 2167 Lexington Avenue to Planned Unit Development from Single Family Residence District and General Business District, respectively; see Section 7 of this report for details.

3.2 By motion, approve the PLANNED UNIT DEVELOPMENT AGREEMENT pertaining to the redevelopment and future zoning of 1126 Sandhurst Drive and 2167 Lexington Avenue; see Section 7 of this report details.

3.3 By motion, approve the FINAL PLANNED UNIT DEVELOPMENT for 1126 Sandhurst Drive and 2167 Lexington Avenue; see Section 7 of this report details.

4.0 REVIEW OF PLANNED UNIT DEVELOPMENT ZONING

4.1 A PLANNED UNIT DEVELOPMENT (PUD) is a zoning district which may include single or mixed uses on one or more lots or parcels, and is intended to be used in unique situations to create a more flexible, creative, and efficient approach to the use of the land subject to the PUD procedures, standards, and regulations contained in the City Code.

4.2 The end result of REZONING property to PUD is twofold: the creation of a customized zoning district that regulates the use and development of that specific property in the same way that standard zoning districts regulate other properties, and the establishment of a development agreement for the currently-proposed project. Aspects of such a development may deviate from the requirements of a standard zoning district, but they must be approved by the City Council and specified in a PUD AGREEMENT in order to ensure that the overall development is in keeping with general guidance of the Comprehensive Plan. The PUD AGREEMENT, if approved in the FINAL phase of the PUD review process, will comprise the development parameters on which the REZONING is based. The draft PUD AGREEMENT is included with this staff report as Attachment G.

4.3 In an effort to simplify the administration of the new PUD zoning district without compromising the City's ability to ensure that the proposed development is consistent with Roseville's policy and regulation documents, Planning Division staff has prepared a draft PUD AGREEMENT that is slightly different than what has been prepared in the past. Most significantly, staff is proposing to rely on the final site plan to graphically represent the zoning standards of the PUD instead of itemizing each of the setbacks and other development parameters in a written list; this site plan would be Exhibit A of the PUD AGREEMENT. Where the requirements illustrated in Exhibit A are silent, the PUD AGREEMENT states that "the general zoning and development requirements and the standards of the least intensive zoning district consistent with the land use designation of the Comprehensive Plan shall govern."

4.4 Uses on the property would be limited to permitted and accessory uses in "the least intensive zoning district consistent with the land use designation of the Comprehensive Plan." The existing Comprehensive Plan designation of "Business" is associated with a wide range of business zoning districts, the least intensive of which is the Limited Retail (B-1B) District. In general, the permitted and accessory uses in the B-1B District are retail uses (not including gas stations or motor vehicle sales), restaurants (not including live entertainment or drive-through facilities), offices, and parking, all of which would be allowed in the PUD zoning district provided all other standard zoning requirements are met. Once the forthcoming Comprehensive Plan is approved by the Metropolitan Council and ratified by the City Council, the PUD zoning district would then allow the permitted and accessory uses in the "the least intensive zoning district" created for the new Neighborhood Business land use designation that is identified for this site.

4.5 During the recently-concluded GENERAL CONCEPT phase, the Planning Commission and City Council worked with the applicant to ensure that the development will advance the land use goals and policies expressed in the both the current and forthcoming Comprehensive Plans. Now "final" plans for grading, utilities, storm water management,

69 and so on have been submitted and are included with this staff report as Attachment D;
70 because details of these plans will need to be changed to reflect the updated site plan and
71 to meet the pertinent permitting requirements, the City Council should treat these plans as
72 illustrative of the proposed development as a whole and not as the truly final plans from
73 which permits would be issued.

74 **5.0 REVIEW OF REVISIONS**

75 Based upon comments received at the May 11, 2009 City Council meeting, the applicant
76 has made the following revisions to the approved GENERAL CONCEPT plans in an attempt
77 to address the concerns of the City Council and to satisfy the required conditions of
78 approval; an excerpt of the minutes from this meeting are included with this staff report
79 as Attachment C and final plans are included as Attachment D:

80 5.1 The landscaped islands at the east and west ends of the center row of parking spaces were
81 approximately doubled in size to accommodate additional plantings, including overstory
82 trees to provide additional shade. These expanded islands also have the effect of
83 eliminating a parking space, leaving an overall total of 48 parking spaces. The standard
84 City Code parking requirement for office and retail uses is 5 spaces per 1,000 square feet
85 of "leasable" building area (i.e., gross floor area minus hallways, restrooms, and other
86 common areas). The proposed building is approximately 11,900 square feet in gross floor
87 area and the current floor plan includes about 2,425 square feet of hallways, restrooms,
88 and storage areas leaving a leasable area of approximately 9,475 square feet. Applying
89 the standard parking ratio to the leasable area, 47.4 (i.e., 48) parking spaces would be
90 required.

91 5.2 Because the building has been shifted north compared to the original proposal in order to
92 eliminate safety concerns related to the traffic visibility triangle, some of the landscaping
93 intended to screen the north side of the parking area from nearby residences is proposed
94 to be located in the Sandhurst Drive right-of-way. Roseville's Public Works Director has
95 no objection to locating such landscaping in the proposed location, so long as the
96 plantings will not interfere with motorists' ability to see one another at the intersection or
97 the northern entrance to the site. Staff will work with the applicant to ensure that the
98 landscaping within the right-of-way does not interfere with traffic circulation.

99 5.3 Some concern has been expressed pertaining to the potential for the proposed building to
100 create conflicts between motorists exiting the site onto Lexington Avenue and users of
101 the trail in the Lexington Avenue right-of-way. One potential solution was to construct a
102 speed bump near the eastern entrance to the site, west of the pathway, but the applicant's
103 insurer apparently would not allow such a feature. To address these safety concerns, then,
104 the applicant has updated the site plan to increase the proposed setback from the eastern
105 property line from 4 feet to 6 feet and to include signage and pavement markings
106 instructing motorists to stop for trail users.

107 **6.0 RECOMMENDATION**

108 6.1 Based on the comments and findings outlined in Sections 4 and 5 of this report, Planning
109 Division staff recommends REZONING the parcels at 1126 Sandhurst Drive and 2167
110 Lexington Avenue to PUD from R-1 and B-3, respectively. A draft rezoning ordinance is
111 included with this staff report as Attachment F.

112 6.2 Based on the comments and findings outlined in Sections 4 and 5 of this report, Planning
113 Division staff recommends approving the PUD AGREEMENT pertaining to the proposed
114 development of the parcels at 1126 Sandhurst Drive and 2167 Lexington Avenue and
115 establishing the zoning requirements governing future use and redevelopment of the site,
116 subject to the following condition:

117 a. The applicant shall submit a site plan illustrating and identifying the approved
118 PUD zoning district standards consistent with the architectural site plan dated
119 June 18, 2009 for inclusion in the PUD Agreement as Exhibit A.

120 6.3 Based on the comments and findings outlined in Sections 4 and 5 of this report, the
121 Planning Division recommends approving the FINAL PUD to allow the proposed
122 redevelopment, subject to the following conditions:

123 a. Plans submitted for construction permits shall be consistent with the architectural
124 site plan dated June 18, 2009 as required in the Planned Unit Development
125 Agreement;

126 b. The applicant shall continue to work with staff to that landscaping along
127 Sandhurst Drive does not interfere with traffic circulation.

128 7.0 SUGGESTED ACTION

129 7.1 **Pass an ordinance REZONING** the parcels at 1126 Sandhurst Drive and 2167 Lexington
130 Avenue to PUD from R-1 and B-3, respectively, as discussed in Sections 4-5 of the
131 project report dated May 11, 2009.

132 7.2 **By motion, approve the PUD AGREEMENT** comprising the development contract with
133 Roseville Crossing pertaining to the Planned Unit Development at 1126 Sandhurst Drive
134 and 2167 Lexington Avenue and establishing the PUD zoning district standards, based on
135 the comments and findings of Sections 4-5 and the conditions of Section 6 of this report.

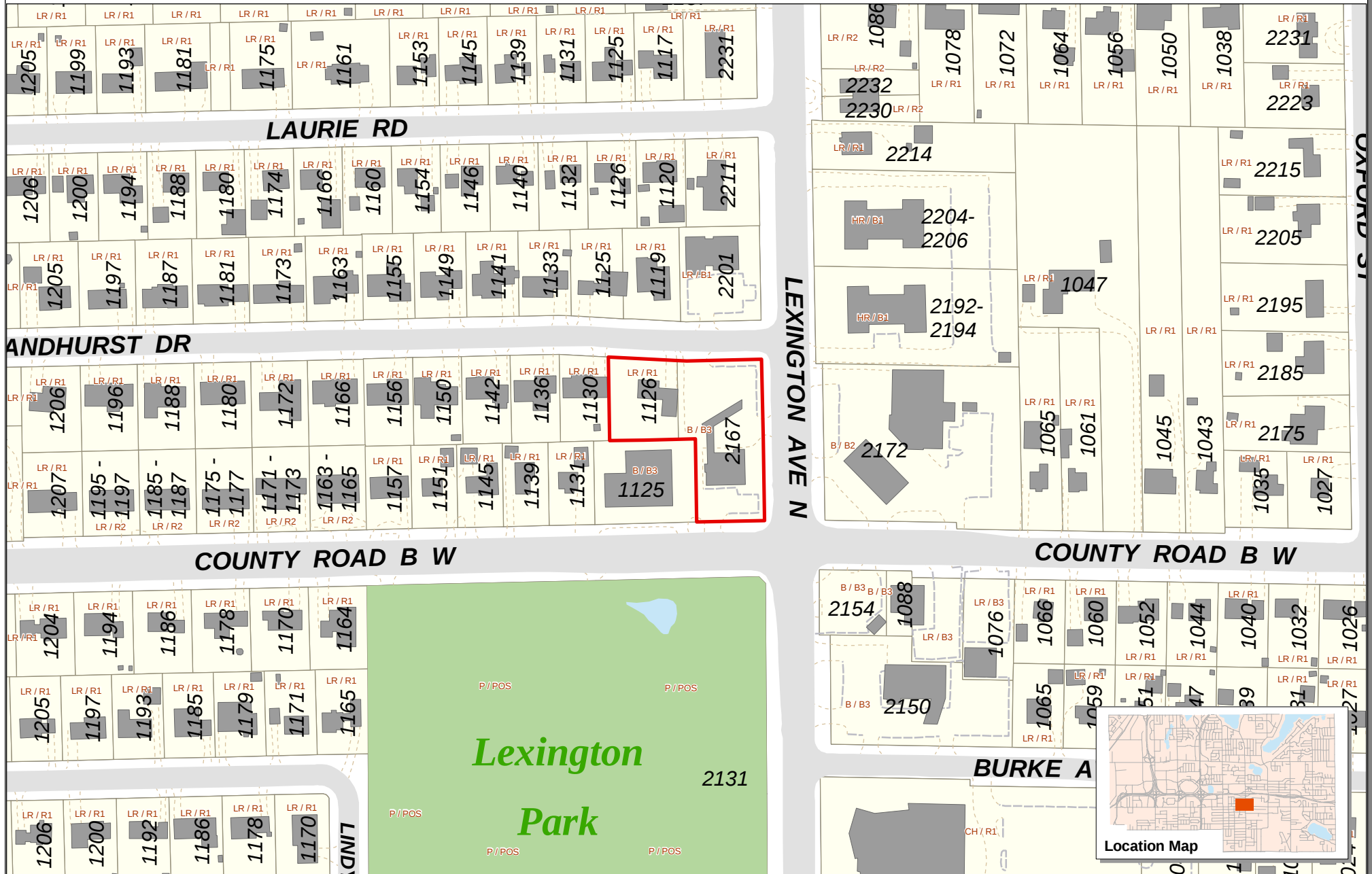
136 7.3 **By motion, approve the FINAL PUD** to allow the proposed redevelopment of 1126
137 Sandhurst Drive and 2167 Lexington Avenue, based on the comments and findings of
138 Sections 4-5 and the conditions of Section 6 of this report.

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

Attachments:	A: Area map	D: Final plans
	B: Aerial photo	E: Applicant narrative
	C: Excerpt of May 11, 2009 City Council minutes	F: Draft rezoning ordinance
		G: Draft PUD Agreement

Attachment A: Location Map for Planning File 09-003

12.g Attachment A



Prepared by:
Community Development Department
Printed: February 24, 2009

Site Location

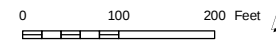
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (2/4/2009)
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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mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 09-003



Prepared by:
Community Development Department
Printed: February 24, 2009



Site Location

Data Sources

* Ramsey County GIS Base Map (2/4/2009)

* Aerial Data: Pictometry (4/2008)

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

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0 50 100 Feet



Approve Wellington Management request for Rezoning of 1126 Sandhurst Drive and 2167 Lexington Avenue to Planned Unit Development (PUD) and Approve General Concept PUD (PF09-003)

City Planner Thomas Paschke reviewed the request of Wellington Management for REZONING and approval of a GENERAL CONCEPT PLANEND UNIT DEVELOPMENT (PUD) for redevelopment of the northwest quadrant of the intersection of County Road B and Lexington Avenue, replacing the existing TCF bank structure at 2167 Lexington Avenue and the adjacent single-family residence at 1126 Sandhurst Drive with an 11,250 square foot commercial office building and parking area.

Staff recommended approval, based on the comments and findings outlined in Sections 4 and 5 of the staff report dated May 11, 2009, for rezoning of the parcels at 1126 Sandhurst Drive and 2167 Lexington Avenue to PUD from R-1 and B-3, respectively; and approval of the request for a General Concept PUD to allow the proposed redevelopment, based on comments and findings outlined in Sections 4 - 8 of the report, and subject to conditions detailed in Section 7.2 of the report.

Mr. Paschke advised that, since the previous meetings of the applicant and City Council, various issues have been addressed at the staff level with the applicant, and will continue to be pursued. However, Mr. Paschke noted that some impacts and concerns, such as the driveway access, may not be fully realized until the project is in place, at which time they may need to be more effectively addressed.

Mr. Trudgeon concurred, noting that the proposed visual impacts with the driveway access and notch may be able to be addressed through signing, lights, or other warning options. Mr. Trudgeon advised that the developer had heard the concerns loud and clear, and would attempt to resolve the situation, and if not, a condition would be recommended by staff prior to final approval.

[8.1]

Klausing moved, Johnson seconded, approval **[N.B. The motion was to “support” the rezoning; therefore, the rezoning was not approved.]** of REZONING parcels at 1126 Sandhurst Drive and 2167 Lexington Avenue to Planned Unit Development (PUD) from R-1 and B-3 respectively, as detailed in Sections 4-5 of the project report dated May 11, 2009.

Councilmember Ihlan spoke in opposition to the motion; opining that, from her perspective, the applicant had not fully addressed the size of the parking lot and impervious lot coverage, with her calculations indicating 64%, which was a significant amount. Councilmember Ihlan further noted that the storm water management plan yet to be finalized, and suggested further analysis of the number of parking spaces needed for a dental office. Councilmember Ihlan advised that, until those issues are resolved, she could not vote on the General Concept.

Roll Call

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

Nays: Ihlan.

Motion carried.

[8.2]

Klausing moved, Roe seconded, approval of the GENERAL CONCEPT PUD for Wellington Management to allow proposed redevelopment of 1126 Sandhurst Drive and 2167 Lexington Avenue; based on the comments and findings of Section 5 - 6, and the conditions of Section 7 of the project report dated May 11, 2009.

46 Discussion included calculation of the parking spaces; noting that part of the impervious surface
47 discussion was driven by City Code; the applicant's enlarging the parking lot islands to provide
48 more green space; the applicant's allotment at a minimal level over City Code (4 spaces); need to
49 avoid cars from the office building parking on residential streets; and typical process for
50 development of a storm water management plan after the concept plan and before final approval.

51 Councilmember Pust suggested that, as a policy discussion, further discussion be held in the
52 future as to the standards for parking stalls, which had been developed in the 1970s, and may
53 need further review and potential revision in today's reality and with other methods of
54 transportation available.

55 Councilmember Ihlan suggested that, as a policy matter, the City Council consider issues, such
56 as storm water management, at the concept level approval.

57 Councilmember Johnson advised that he conducted his own on-site review of site lines and
58 driveway access related to the sidewalk and his safety concerns for pedestrians and bicycles, and
59 strongly suggested formal signage for the site prior to final approval.

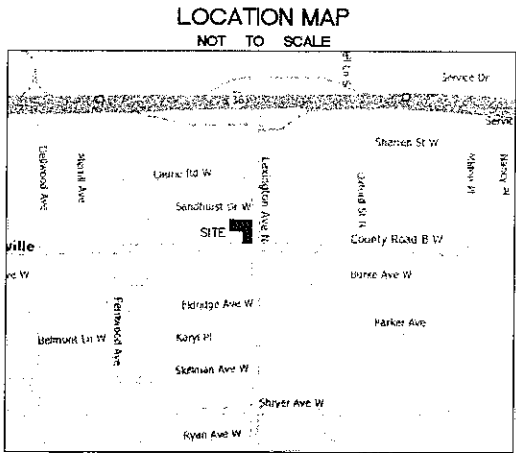
60 Councilmember Roe addressed lot coverage, in his review of aerials of the site and the existing
61 bank use, and opined that the proposed coverage would be similar overall. Councilmember Roe
62 concurred with the safety concerns on site and pedestrians and bicycles using the sidewalk.

63 **Roll Call**

64 **Ayes:** Roe; Johnson; Pust; and Klausing.

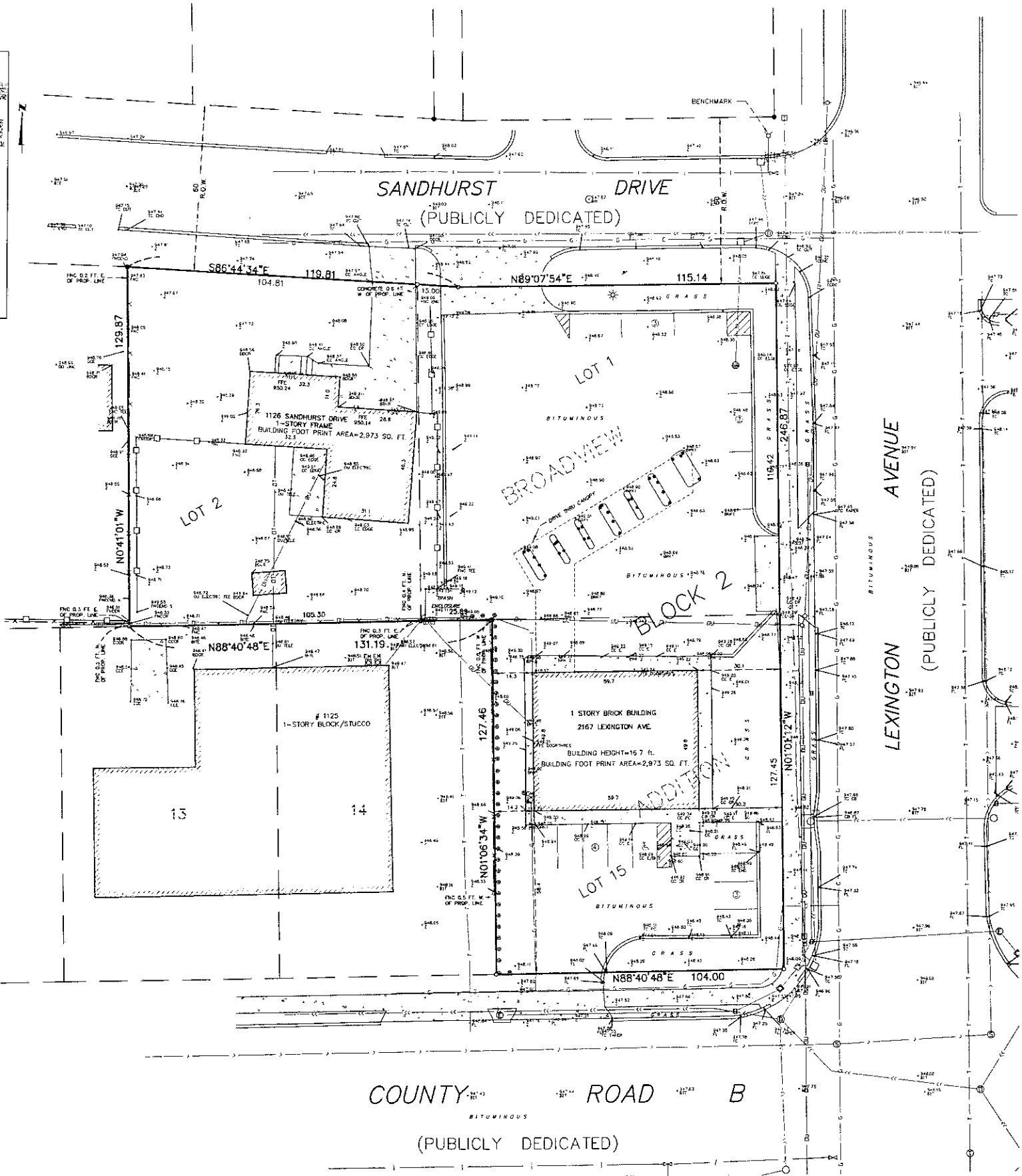
65 **Nays:** Ihlan.

66 **Motion carried.**



LEGEND

- BOLLARD
 - ⊙ CB MANHOLE BEEHIVE
 - CATCH BASIN
 - ⊙ ELECTRIC MANHOLE
 - ⊙ ELECTRIC BOX
 - ⊙ GAS METER
 - ⊙ GAS VALVE
 - ⊙ HANDICAP SYMBOL
 - ⊙ HANDHOLE
 - ⊙ HYDRANT
 - ⊙ FND IRON MONUMENT
 - ⊙ SET MONUMENT
 - ⊙ LIGHT POLE
 - ⊙ MANHOLE
 - ⊙ POWER POLE
 - ⊙ SANITARY MANHOLE
 - ⊙ STORM MANHOLE
 - ⊙ SIGN
 - ⊙ TELEPHONE MANHOLE
 - ⊙ TRAFFIC SIGNAL OR SIGNAL BOX?
 - ⊙ WATER VALVE
-
- ELECTRIC LINE
 - FENCELINE
 - GASMAIN
 - WATERMAIN
 - SANITARY SEWER
 - STORM SEWER
 - OVERHEAD UTILITIES
 - TELEPHONE LINE
 - WOOD FENCELINE
 - CONCRETE



LEGAL DESCRIPTION:

Lot 1, Block 2, and Lot 15, Block 2, Broadway Addition, Ramsey County, Minnesota.

Lot 2, Block 2, Broadway Addition, Ramsey County, Minnesota.

CERTIFICATION:

This is to certify to TCF National Bank, Roseville Crossing LLC, Chicago Title Insurance Company, Land Title, Inc., Commercial Partners Title, LLC as agent for First American Title Insurance Company, that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA, ACSM and NSPS in 2005 and includes items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 10 and 11b of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a Land Surveyor licensed in the State of Minnesota, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Kenneth L. Whitehorn 12-4-2009
Kenneth L. Whitehorn Date
Minnesota License No. 14677

NOTES:

1. This survey of Lot 1 and Lot 15, Block 2, relies on information found in the commitment for title insurance prepared by Land Title, Inc. as agent for Chicago Title Insurance Company, Commitment No. 276624 Supplemental, dated July 31, 2005.
2. This survey of Lot 2, Block 2, relies on information found in the commitment for title insurance prepared by Commercial Partners Title, LLC as agent for First American Title Insurance Company, Commitment No. 29532 First Supplemental, dated November 30, 2008.
3. The locations of underground utilities are based on available maps, records, and field locations. The locations may not be exact.
4. All distances are in feet.
5. The basis of bearings is assumed.
6. The area of the property described above is 28,877 square feet or 0.6629 acres.
7. There are 14 parking spaces including 1 handicap space.
8. The property lies in an area not mapped in a flood hazard zone according to the Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No. 270599.

SCHEDULE B - SECTION TWO EXCEPTIONS:

- Case No. 276624 Supplemental, dated July 31, 2005
- Item 1 Defects, liens, encumbrances, adverse claims or other matters subsequent cannot be plotted.
 - Item 2 Discrepancies, conflicts, and encroachments observed on the site are as shown on the survey.
 - Item 3 Facts or claims visible by inspection are as shown on the survey.
 - Item 4 Easements, liens, or encumbrances not of public record cannot be plotted.
 - Item 5 Lien or rights of lien not of public record cannot be plotted.
 - Item 6 Taxes or assessments cannot be plotted.
 - Item 7 Taxes payable cannot be plotted.
 - Item 8 Levied special assessments cannot be plotted.
 - Item 9 Unrecorded leases cannot be plotted.
 - Item 10 Right of Tenants under unrecorded leases cannot be plotted.
 - Item 11 Cannot be plotted.

SCHEDULE B - SECTION TWO EXCEPTIONS:

- File No. 29532 First Supplemental, dated November 30, 2008
- Item 1 Owner's Policy and mortgage encumbrance cannot be plotted.
 - Item 2 Defects, liens, encumbrances, adverse claims or other matters subsequent cannot be plotted.
 - Item 3 Rights or claims not of public record cannot be plotted.
 - Item 4 Encroachments, overlaps, disputes, or matters visible by inspection are as shown on the survey.
 - Item 5 Easements or claims not of public record cannot be plotted.
 - Item 6 Lien or rights of lien not of public record cannot be plotted.
 - Item 7 Taxes or special assessments cannot be plotted.
 - Item 8 General or special taxes and assessments cannot be plotted.
 - Item 9 To be removed.
 - Item 10 To be removed.
 - Item 11 Mortgages, Document No. 3926554, cannot be plotted.
 - Item 12 Construction indemnities cannot be plotted.

BENCHMARK:

Top nut of hydrant (TNH) located 52 feet westerly of the centerline of Lexington Ave North and 24 feet northerly of the centerline of Sandhurst Drive.

ALTA/ACSM
LAND TITLE SURVEY

2167 LEXINGTON AVENUE NORTH
ROSEVILLE, MINNESOTA

HT Engineers - Surveyors
PO Landscape Architects
Hansen Thorp Pettinen Olson Inc.
7510 Market Place Drive
Eden Prairie, MN 55344-3644
(952) 828-0700 FAX (952) 828-7808

Revision

Project No. 06-091A
Drawn by JDB
Checked by D.T.
Book/Page 156/11
Client Wallington

POPE

POPE ASSOCIATES INC.
1235 ENERGY PARK DRIVE
ST. PAUL, MN 55108-5118
PH. (651) 642-9200
FAX (651) 642-1101

Wellington
MANAGEMENT, INC.

ROSEVILLE
CROSSING

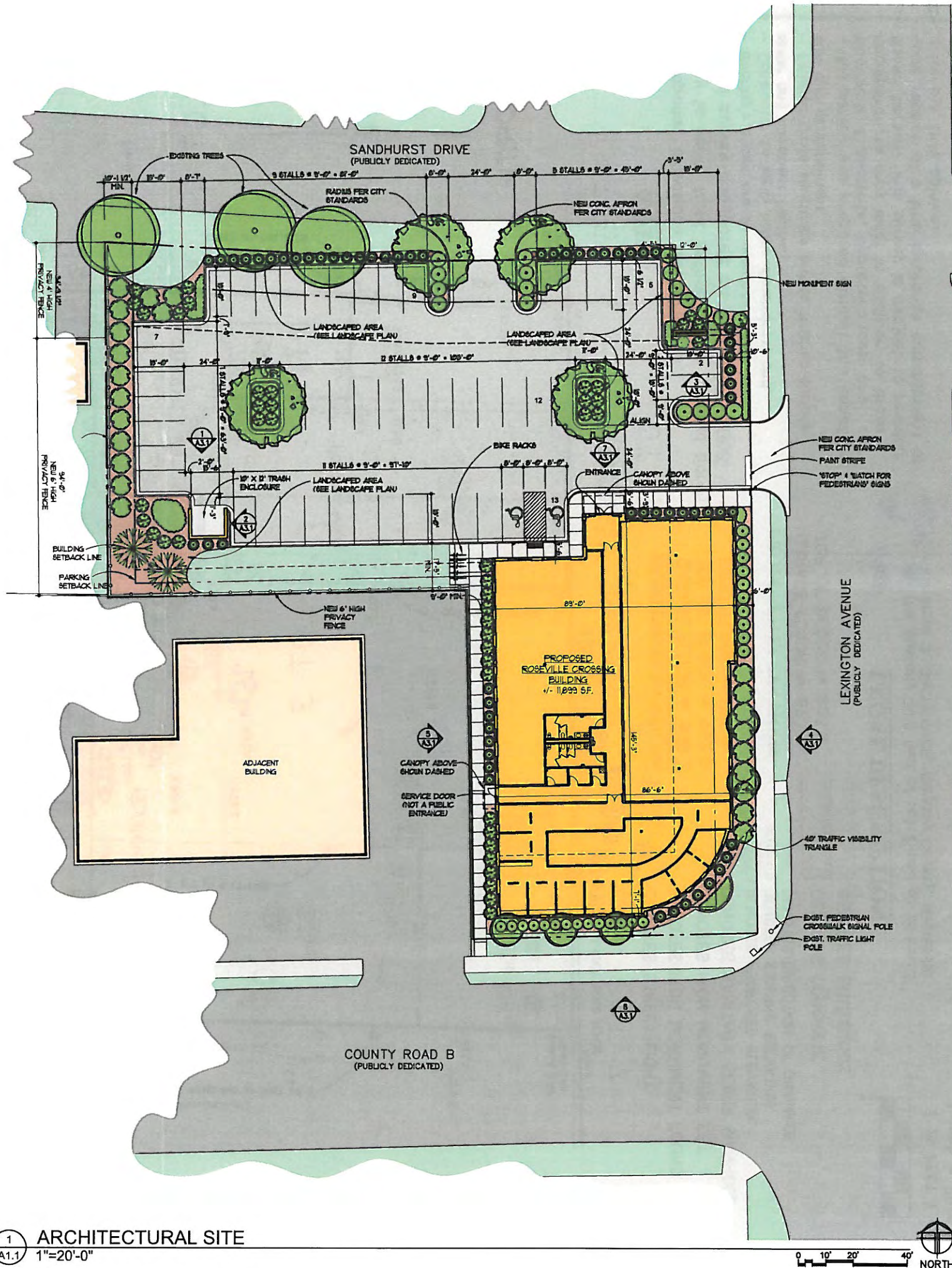
SITE PLAN GENERAL NOTES

A) SITE INFORMATION HAS BEEN TAKEN FROM A SITE SURVEY PREPARED BY HANSEN THORPE FELLNEN OLSON INC. 1542 MARKET PLACE DRIVE EDEN PRAIRIE, MN 55344-3644 DATED 1-13-09. GENERAL CONTRACTOR IS TO VERIFY ALL SITE INFORMATION BEFORE STARTING CONSTRUCTION, AND NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES.

B) REFER TO THE GENERAL NOTES FOR OTHER APPLICABLE INFORMATION.

SITE DATA

ZONING DISTRICT: B3 & R1		
ZONING REQUIREMENTS	REQUIRED	PROVIDED
BUILDING SETBACKS	FRONT	30'
	REAR	20'
	SIDE	10'
PARKING SETBACKS	FRONT	6' AND 7'
	REAR	NA
	SIDE	9'
SITE AREA	FRONT	15'
	REAR	5'
	SIDE	10'
PROPOSED BUILDING AREA		42,063 S.F. (0.9656 ACRES)
FLOOR AREA RATIO		1.0 MAX
PARKING AREA (INCLUDING LANDSCAPED AREAS)		0.28
LANDSCAPE RATIO IN PARKING AREA (5% OF PARKING AREA)		26,858 S.F.
PARKING SPACES (based on 8,884 s.f. of tenant space)		1,343 S.F. 6,905 S.F.
		44
		48



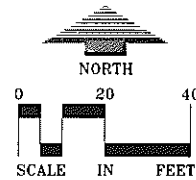
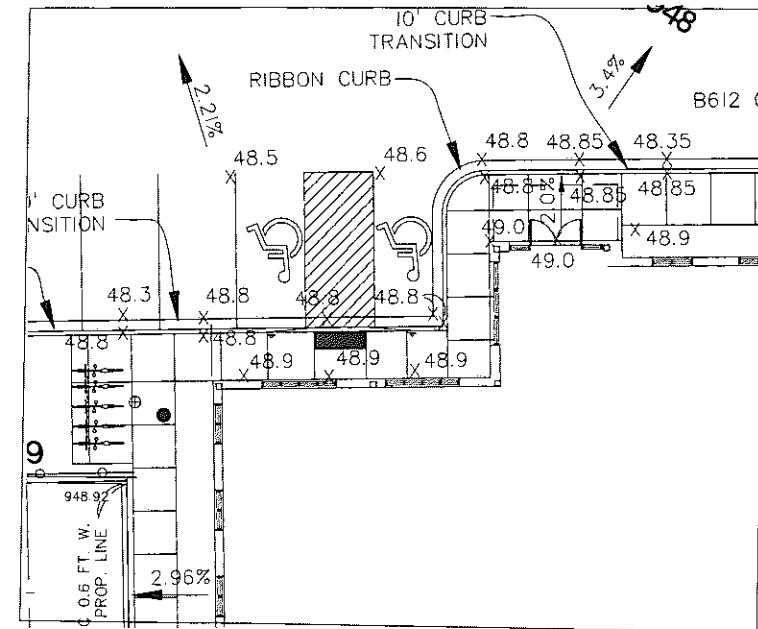
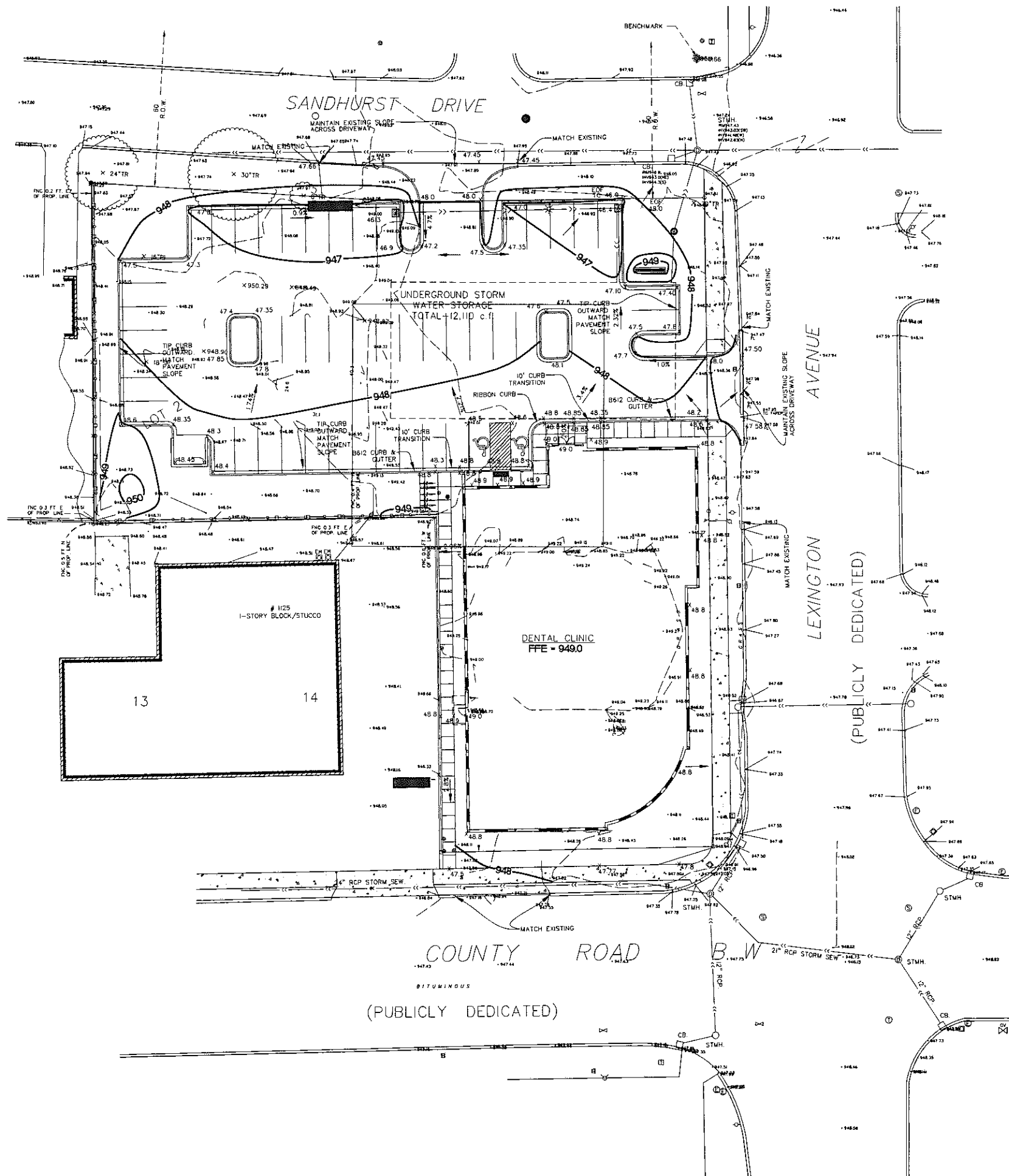
**ARCHITECTURAL
SITE PLAN**

Issues and Revisions:	
OWNER'S REVIEW	2-4-09
CITY SUBMITTAL	2-6-09
CITY RESUBMITTAL	2-25-09
CITY RESUBMITTAL	3-16-09
OWNER REVIEW	3-20-09
OWNER REVIEW	4-6-09
CITY RESUBMITTAL	4-9-09
CITY RESUBMITTAL	4-29-09
CITY RESUBMITTAL	6-5-09
CITY RESUBMITTAL	6-18-09

Commission No.	82443-07028C
Drawn by	DD
Checked by	GV

SHEET

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EXISTING	CIVIL LEGEND	PROPOSED
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	CULVERT	
	INVERT	
	GATE VALVE	
	POST INDICATOR VALVE	
	LIGHT POLE	
	POWER POLE	
	SIGN	
	BENCHMARK	
	SOIL BORING	
	WATER MANHOLE	
	TELEPHONE MANHOLE	
	UTILITY MANHOLE	
	ELECTRIC MANHOLE	
	WATER SERVICE	
	SANITARY SERVICE	
	HANDICAP PARKING	
	DIRECTION OF FLOW	
	SPOT ELEVATION	
	CONTOURS	
	SANITARY SEWER	
	STORM SEWER	
	WATERMAIN	
	FORCE MAIN	
	DRAINAGE	
	SALT FENCE	
	CURB & GUTTER	
	RETAINING WALL	
	TREE LINE	
	EASEMENT LINE	
	SETBACK LINE	
	FENCE LINE	
	UNDERGROUND TELE	
	UNDERGROUND GAS	
	OVERHEAD UTILITY	

GRADING, DRAINAGE & EROSION CONTROL NOTES

- The contractor shall refer to the architectural plans for exact locations and dimensions of buildings, vestibules, sloped paving, exit porches, ramps, truck docks, entry locations and locations of downspouts.
- All disturbed unpaved areas are to receive minimum of 4 inches of top soil and sod or seed. These areas shall be watered by the contractor until the sod or seed is growing in a healthy manner.
- The contractor shall take all precautions necessary to avoid property damage to adjacent properties during the construction phase of this project. The contractor will be held responsible for any damages to adjacent properties occurring during the construction phase of this project.
- The contractor will be responsible for providing and maintaining traffic control devices such as barricades, warning signs, directional signs, flagmen and lights to control the movement of traffic where necessary. Placement of these devices shall be approved by the engineer prior to placement. Traffic control devices shall conform to the appropriate Minnesota Department of Transportation standards.
- In accordance with generally accepted construction practices, the contractor will be solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the engineer or the developer to conduct construction review of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures in, or near the construction site.
- Before beginning construction the contractor shall install a Temporary Rack Entrance pad at all points of vehicle exit from the project site. Said Rack Entrance pad shall be maintained by the contractor for the duration of the project. See details shown on Sheet C3-2 of the project plans.
- Erosion and Sedimentation control measures shall be established around the entire site perimeter and in accordance with NPDES permit requirements, Best Management Practices, City requirements and the details shown on Sheet C3-2 of the project plans.
- All entrances and connections to city streets shall be performed per the requirements of the city. The contractor shall be responsible for all permits and notifications as required by the city.
- See utility plan and storm sewer profiles for further detail regarding the storm sewer.



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TOLL FREE: 1-800-252-1166

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Project Name:
Attachment D
Roseville Crossing

Roseville, Minnesota

Roseville Crossing LLC.
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1625 Energy Park Drive, Suite 100
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02-25-09 Rev. City Submittal
03-16-09 Revised City Submittal
04-29-09 Revised Building & Layout
06/23/09 Revised Submittal

Professional Signature:

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

Eric Beasley - PE
43912
License No. Date

Quality Control:

Project Lead: EWB WRP
Checked By: EWB/RLL Review Date: 06/03/09

Sheet Index:

CD-1	Cover Sheet
CD-1.1	Existing Conditions Plan
CD-2	Demolition Plan
CD-3	Site Plan
CD-4	Grading and Drainage Plan
CD-5	Storm Water Pollution Prevention Plan
CD-6	Utility Plan
CD-7	Utility Details
CD-8	Landscape Plan

Sheet Title:

Grading & Drainage Plan

Project No.:

08-261

Sheet No.:

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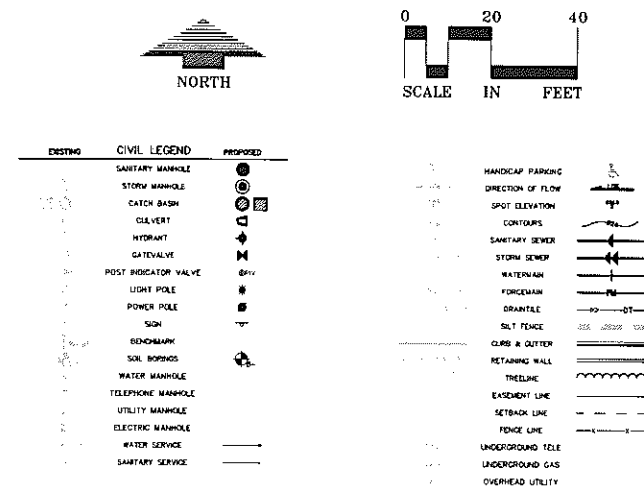
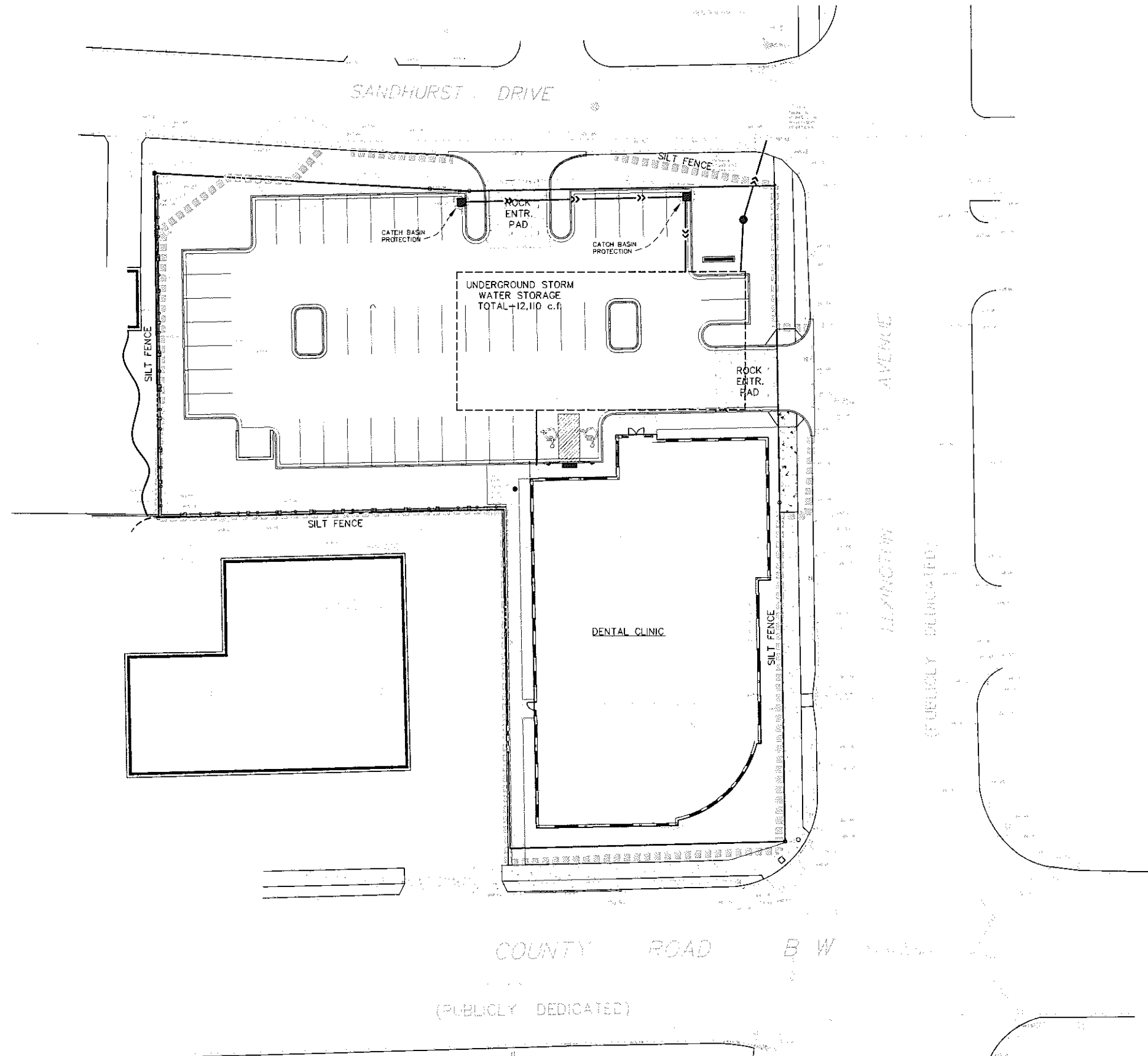
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STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
GENERAL NOTES:

- THE NATURE OF THIS PROJECT WILL CONSIST OF CONSTRUCTING A 11,200 SQ. FT. DENTAL CLINIC, UTILITIES, AND AN UNDERGROUND STORMWATER TREATMENT SYSTEM.
- THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES ARE AS FOLLOWS:
 - INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE PAD.
 - INSTALLATION OF STAGE 1 SILT FENCE AROUND SITE.
 - CLEAR AND GRUB FOR UNDERGROUND STORAGE SYSTEM.
 - INSTALL STAGE 2 SILT FENCE AROUND ALL STRUCTURES, PONDS AND WETLAND RESTORATION.
 - CONSTRUCT UNDERGROUND STORAGE SYSTEM.
 - CLEAR AND GRUB REMAINDER OF SITE.
 - STRIP AND STOCKPILE TOPSOIL.
 - ROUGH GRADING OF SITE.
 - STABILIZE DENuded AREAS AND STOCKPILES.
 - INSTALL SANITARY SEWER, WATERMAIN, STORM SEWER, AND SERVICES.
 - SUB-OUT PARKING, INSTALL PAVEMENT SECTION.
 - INSTALL CURB AND GUTTER.
 - PAVE SITE.
 - INSTALL SEED AND MULCH.
 - REMOVE ACCUMULATED SEDIMENT FROM STORAGE SYSTEM.
 - WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

3. SITE DATA:
AREA TO BE DISTURBED = 0.97 ac.
IMPERVIOUS AREA = 0.64 ac.
SOIL TYPES: SEE SOILS REPORT
POST CONSTRUCTION RUNOFF COEFFICIENT CN=89

- THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE IDENTIFIED WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC. BEFORE CONSTRUCTION BEGINS.
- CONSTRUCTION ACTIVITY - EROSION PREVENTION PRACTICES
TIME AN AREA CAN REMAIN OPEN WHEN NOT ACTIVELY BEING WORKED.
TYPE OF SLOPE
STEEPER THAN 3:1 7 DAYS
10:1 TO 3:1 14 DAYS
FLATTER THAN 10:1 14 DAYS
DENOTES SLOPES STEEPER THAN 3:1
- ON SLOPES 3:1 OR GREATER MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES. SLOPE LENGTHS CAN NOT BE GREATER THAN 75 FEET.
- ALL STORM DRAINS AND INLETS MUST BE PROTECTED UNTIL ALL SOURCES OF POTENTIAL DISCHARGE ARE STABILIZED.
- TEMPORARY SOIL STOCKPILES MUST HAVE EFFECTIVE SEDIMENT CONTROL AND CAN NOT BE PLACED IN SURFACE WATERS OR STORM WATER CONVEYANCE SYSTEMS. TEMPORARY STOCKPILES WITHOUT SIGNIFICANT AMOUNT OF SILT, CLAY OR ORGANIC COMPOUNDS ARE EXEMPT (EX. CLEAN AGGREGATE STOCK PILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES).
- SEDIMENT LADEN WATER MUST BE DISCHARGED TO A SEDIMENTATION BASIN WHENEVER POSSIBLE. IF NOT POSSIBLE, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S.
- SOLID WASTE MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
- EXTERNAL WASHING OF CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE.
- NO ENGINE DEGREASING IS ALLOWED ON SITE.
- THE OWNER WHO SIGNS THE NPDES PERMIT APPLICATION IS A PERMITTEE AND IS RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT. THE OPERATOR (CONTRACTOR) WHO SIGNS THE NPDES PERMIT APPLICATION IS A PERMITTEE FOR PARTS II.B., PART II.C. AND PART IV. OF THE NPDES PERMIT AND IS JOINTLY RESPONSIBLE WITH THE OWNER FOR COMPLIANCE WITH THOSE PORTIONS OF THE PERMIT.

- CHANGE OF COVERAGE-UPON COMPLETION OF GRADING, UTILITIES, AND STREET CONSTRUCTION THE NEW OWNER (HOME BUILDER) MUST SUBMIT A SUBDIVISION REGISTRATION WITHIN 7 DAYS OF ASSUMING OPERATIONAL CONTROL OF THE SITE. COMMENCING WORK ON THEIR PORTION OF THE SITE, OR OF THE LEGAL TRANSFER, SALE OR CLOSING ON THE PROPERTY. NOTE: THE NEW CAN IMPLEMENT THE ORIGINAL SWPPP CREATED FOR THE PROJECT OR DEVELOP AND IMPLEMENT THEIR OWN SWPPP.
- TERMINATION OF COVERAGE-PERMITTEE(S) WISHING TO TERMINATE COVERAGE MUST SUBMIT A NOTICE OF TERMINATION (NOT) TO THE MPCA. ALL PERMITTEE(S) MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ONE OR MORE OF THE FOLLOWING CONDITIONS HAVE BEEN MET:
 - FINAL STABILIZATION, PER NPDES PERMIT PART IV.C. AND DEFINITION IN APPENDIX B HAS BEEN ACHIEVED ON ALL PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE.
 - ANOTHER OWNER HAS ASSUMED CONTROL OVER ALL AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
 - FOR RESIDENTIAL CONSTRUCTION ONLY, TEMPORARY EROSION PROTECTION AND DOWN GRADIENT PERIMETER CONTROL FOR INDIVIDUAL LOTS HAS BEEN COMPLETED AND THE RESIDENCE HAS BEEN TRANSFERRED TO THE HOMEOWNER. ADDITIONALLY, THE PERMITTEE MUST DISTRIBUTE THE MPCA'S "HOMEOWNER FACTSHEET" TO THE HOMEOWNER TO INFORM THE HOMEOWNER OF THE NEED FOR, AND BENEFITS OF, FINAL STABILIZATION.

- INSPECTIONS
 - INITIAL INSPECTION FOLLOWING SILT FENCE INSTALLATION BY CITY REPRESENTATIVE IS REQUIRED.
 - EXPOSED SOIL AREAS: ONCE EVERY 7 DAYS AND WITHIN 24 HOURS FOLLOWING A 0.5" OVER 24 HOURS RAIN EVENT.
 - STABILIZED AREAS: ONCE EVERY 30 DAYS.
 - FROZEN GROUND: AS SOON AS RUNOFF OCCURS OR PRIOR TO RESUMING CONSTRUCTION.
- OWNER MUST KEEP RECORDS OF ALL PERMITS REQUIRED FOR THE PROJECT, ALL INSPECTIONS AND MAINTENANCE, PERMANENT OPERATION AND MAINTENANCE AGREEMENTS, AND REQUIRED CALCULATIONS FOR TEMPORARY AND PERMANENT STORM WATER MANAGEMENT SYSTEMS. THESE RECORDS MUST BE RETAINED FOR THREE YEARS.

- SWPPP MUST BE AMENDED WHEN:
 - THERE IS A CHANGE IN DESIGN, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON DISCHARGE.
 - INSPECTIONS INDICATE THAT THE SWPPP IS NOT EFFECTIVE AND DISCHARGE IS EXCEEDING WATER QUALITY STANDARDS.
 - THE BMP'S IN THE SWPPP ARE NOT CONTROLLING POLLUTANTS IN DISCHARGES OR IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THE PERMIT.

SILT FENCE REQUIRED MAINTENANCE:
1. WHEN SEDIMENT REACHES 1/3 THE HEIGHT OF SILT FENCE IT MUST BE REMOVED WITHIN 24 HOURS.
2. REPAIR OR REPLACE DISFUNCTIONAL SILT FENCE WITHIN 24 HOURS.

Project Name:
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Roseville, Minnesota
Roseville Crossing LLC.
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04-29-09 Revised Building & Layout
06-05-09 Revised Submittal

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43912
License No. Date

Quality Control:

Project Lead: EWB WRP
Checked by: EWB/RL 06/08/09
Reviewed Date:

Sheet Index:

CS-1	Cover Sheet
CS-1	Existing Conditions Plan
CS-2	Demolition Plan
CS-3	Site Plan
CS-4	Grading and Drainage Plan
CS-5	Storm Water Pollution Prevention Plan
CS-6	Utility Plan
CS-7, CS-8	Utility Details
CS-9	Landscape Plan

Sheet Title:

Storm Water Pollution
Prevention Plan

Project No.:

08-261

Sheet No.:

C3-2

Page 4 of 11

Roseville, Minnesota

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04-29-09	Revised Building & Layout
06-05-09	Revised Submittal

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Eric Beasley - PE
License No. 43912 Date

Quality Control:

EWB WRP
Project Lead: EWB/RLL Drawn By: 06/05/09
Checked By: Review Date:

Sheet Index:

C0-1	Cover Sheet
C1-1	Existing Conditions Plan
C1-2	Demolition Plan
C2-1	Site Plan
C3-1	Grading and Drainage Plan
C3-2	Storm Water Pollution Prevention Plan
C4-1	Utility Plan
C5-1, C5-2	Utility Details
L1-1	Landscape Plan

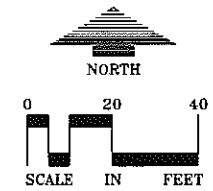
Sheet Title:

Utility Plan

Project No.:

08-261

Sheet No.:



EXISTING	CIVIL LEGEND	PROPOSED
○	SANITARY MANHOLE	●
○	STORM MANHOLE	●
○	CATCH BASIN	●
○	VALVE	●
○	HYDRANT	●
○	GATE VALVE	●
○	POST INDICATOR VALVE	●
○	LIGHT POLE	●
○	POWER POLE	●
○	SON	●
○	BENCHMARK	●
○	ST. MARKS	●
○	WATER MANHOLE	●
○	TELEPHONE MANHOLE	●
○	UTILITY MANHOLE	●
○	ELECTRIC MANHOLE	●
○	WATER SERVICE	●
○	SANITARY SERVICE	●
○	MANHOLE PARKING	●
○	DIRECTION OF FLOW	●
○	SPOT ELEVATION	●
○	CONTIGUOUS	●
○	SANITARY SEWER	●
○	STORM SEWER	●
○	WATERMAIN	●
○	FORCEMAN	●
○	SHUTTLE	●
○	SILT FENCE	●
○	CLUB & GUTTER	●
○	RETAINING WALL	●
○	PRELIM.	●
○	EASEMENT LINE	●
○	SETBACK LINE	●
○	FENCE LINE	●
○	UNDERGROUND TELE	●
○	UNDERGROUND GAS	●
○	OVERHEAD UTILITY	●

UTILITY PLAN GENERAL NOTES

- All sanitary sewer, storm sewer, and watermain utilities shall be furnished and installed per the requirements of the specifications, the City and the standard utilities specification of the City Engineers Association of Minnesota (CEAM), 1999 edition. All HDPE connections to concrete manholes shall be connected with an internal rubber gasket or by using ADS waterstop gasket. All sanitary sewer main line shall be SDR 35. All sanitary sewer services shall be SDR 26.
- See Sheet C5-1 and the contract specifications for specific utility details and utility service details.
- All utility pipe bedding shall be compacted sand or fine granular material per the requirements of the City. All compaction shall be performed per the requirements of the CEAM Specification.
- All connections to existing utilities shall be performed per the requirements of the City. The City Department of Engineering and Building Inspections Department and the construction engineer must be notified at least 48 hours prior to any work within the public right of way, or work impacting public utilities.
- All sanitary sewer and water services shall terminate at the property line unless otherwise noted.
- The contractor shall notify Gopher State One Call at 651-454-0002 at least 48 hours prior to performing any excavation or underground work.
- The contractor shall field adjust watermain to avoid conflicts with sanitary sewer, storm sewer, and services as required. Insulation of water and sanitary sewer lines shall be provided where 7.5 feet minimum depth can not be attained.
- All street repairs and patching shall be performed per the requirements of the City. All traffic control shall be provided by the contractor and shall be established per the requirements of the Minnesota Manual of Uniform Traffic Control Devices (MUTCD) and the City. This shall include all signage, barricades, flares and flaggers as needed. All public streets shall be open to traffic at all times. No road closures shall be permitted without the expressed authority of the City.
- All new watermain must have a minimum of 7.5 feet of cover.
- Adjust all existing structures, both public and private to the proposed grades where disturbed and comply with all requirements of the utility owners. Structures being reset to paved areas must meet owners requirements for traffic loading.
- Proposed Pipe Materials:

Watermain	DIP Class 52	No less than 7.5' deep.
Water Service	COPPER TYPE K, 1"	Service to property line.
Sanitary Sewer	PVC SDR 35	No more than 20' deep.
Sanitary Sewer	PVC SDR 26	20' - 25' deep.
Storm Sewer	PVC 4"	Service to property line.
Drainage	RCP CLASS 5	12" to 18" diameter.
	POLYETHYLENE	Back of curb.

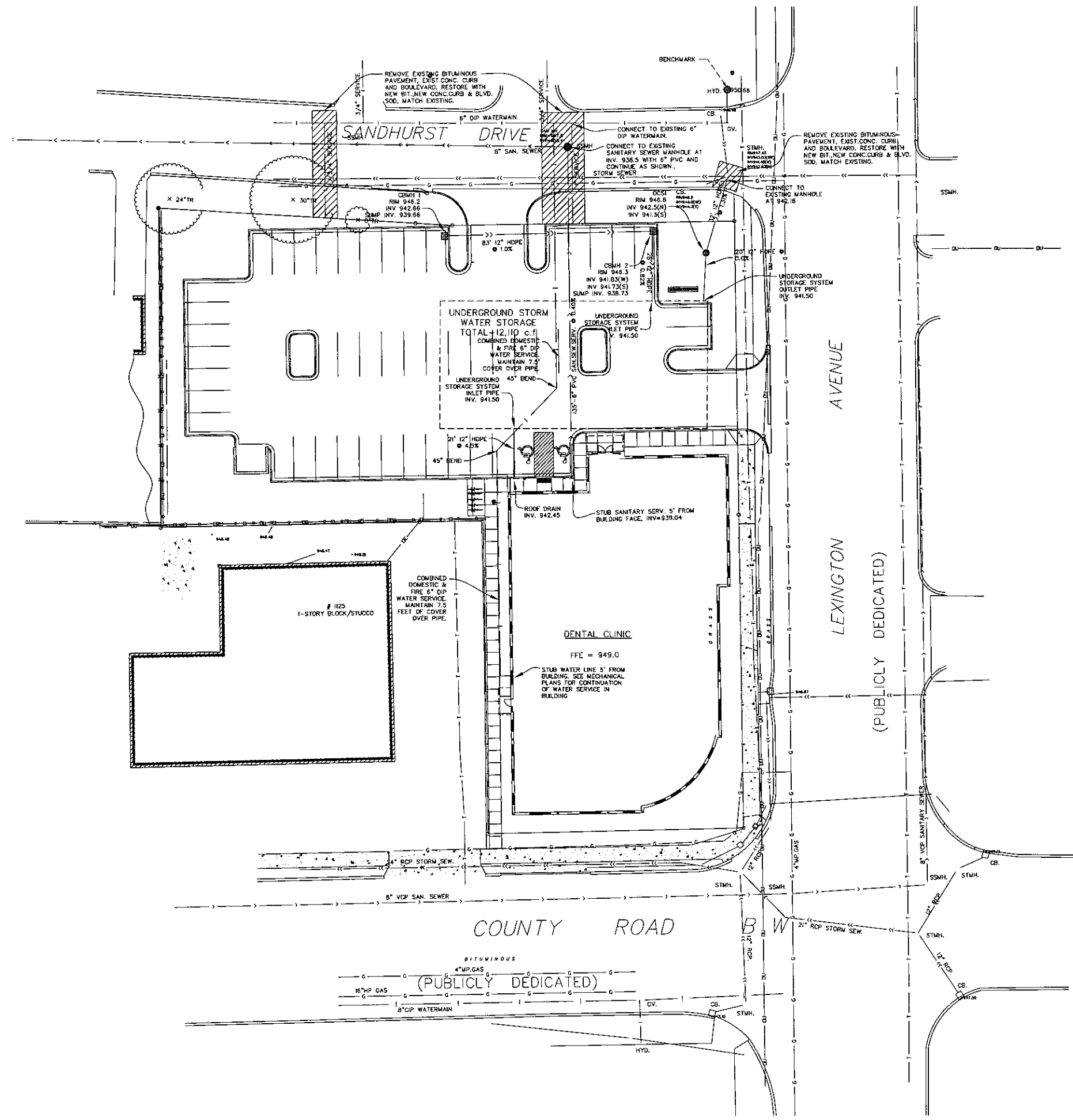


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43912 Eric Beckley - PE

License No. Date

Quality Control:

EWB WRP
EWB/RLL 06/05/09
Project Lead: Drawn By: Review Date:

Sheet Index:

C0-1 Cover Sheet
C1-1 Existing Conditions Plan
C1-2 Demolition Plan
C2-1 Site Plan
C2-1 Grading and Drainage Plan
C2-1 Storm Water Pollution Prevention Plan
C4-1 Utility Plan
C4-1, C4-2 Utility Details
U-1-1 Landscape Plan

Sheet Title:

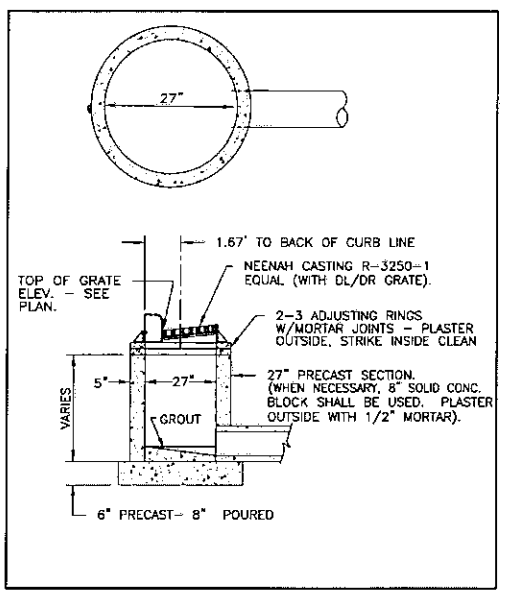
Utility Details

Project No.:

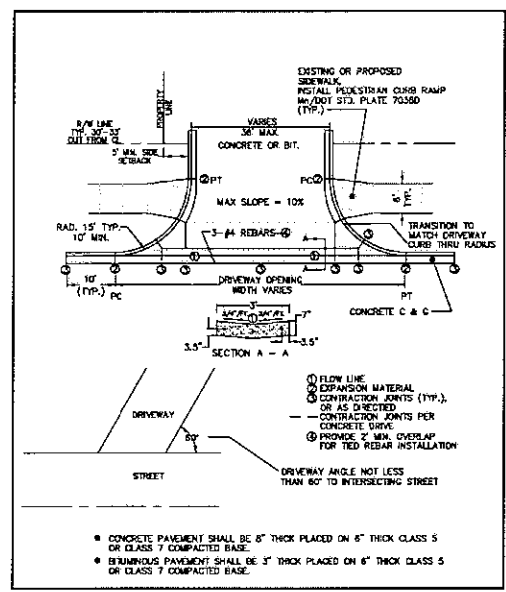
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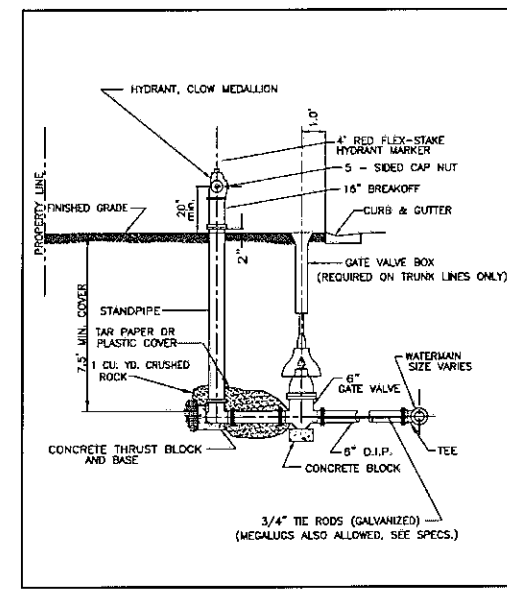
C8-1



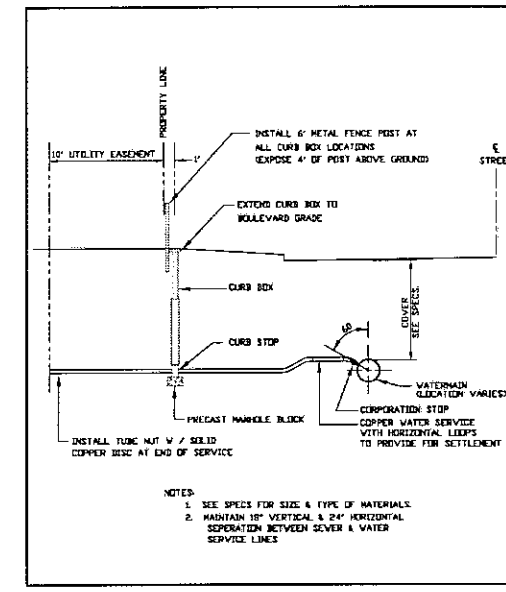
ROSEVILLE ENGINEERING DEPARTMENT
TYPE "A" CATCH BASIN



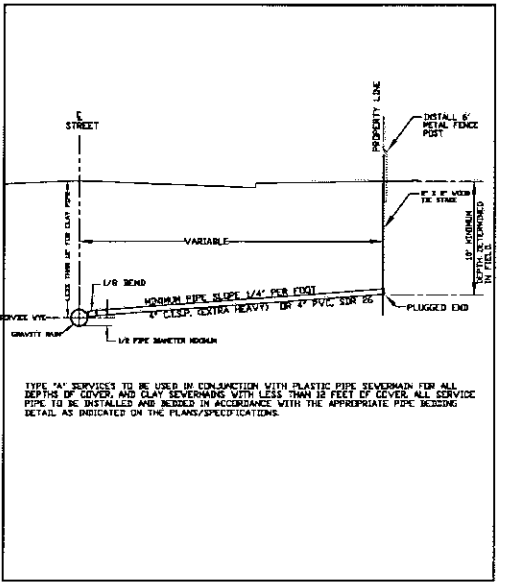
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COMMERCIAL DRIVEWAY



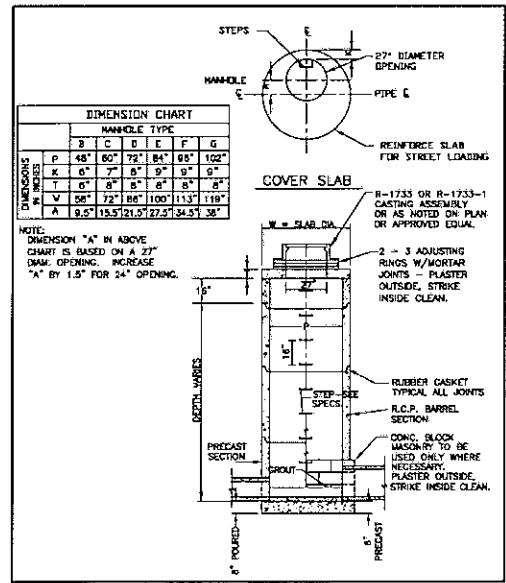
ROSEVILLE ENGINEERING DEPARTMENT
HYDRANT & GATE VALVE
INSTALLATION



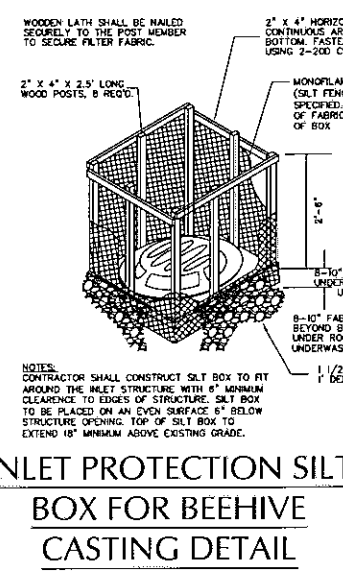
ROSEVILLE ENGINEERING DEPARTMENT
WATER SERVICE CONNECTION



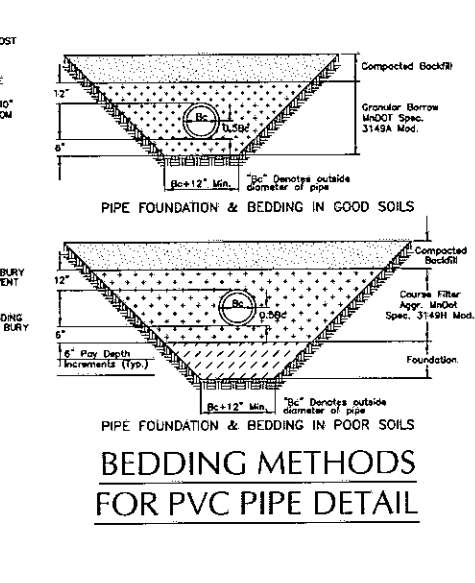
ROSEVILLE ENGINEERING DEPARTMENT
SANITARY SEWER CONNECTION
TYPE A



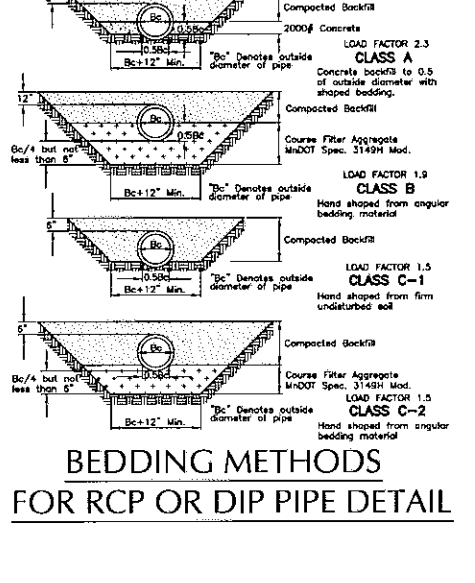
ROSEVILLE ENGINEERING DEPARTMENT
MANHOLE: TYPE B THRU G



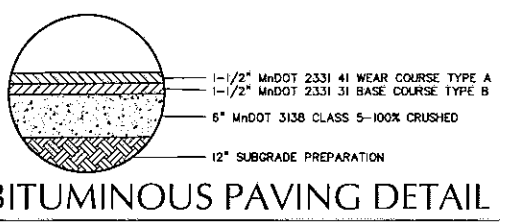
INLET PROTECTION SILT
BOX FOR BEEHIVE
CASTING DETAIL



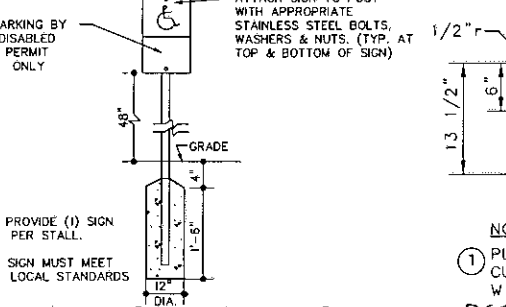
BEDDING METHODS
FOR PVC PIPE DETAIL



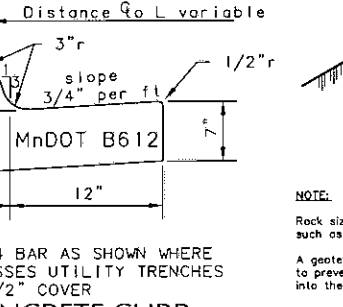
BEDDING METHODS
FOR RCP OR DIP PIPE DETAIL



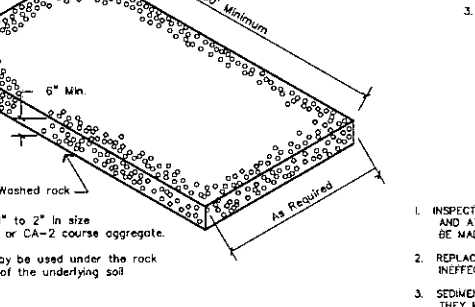
BITUMINOUS PAVING DETAIL



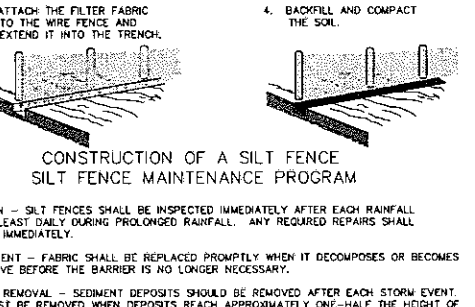
HANDICAP PARKING
SIGN DETAIL



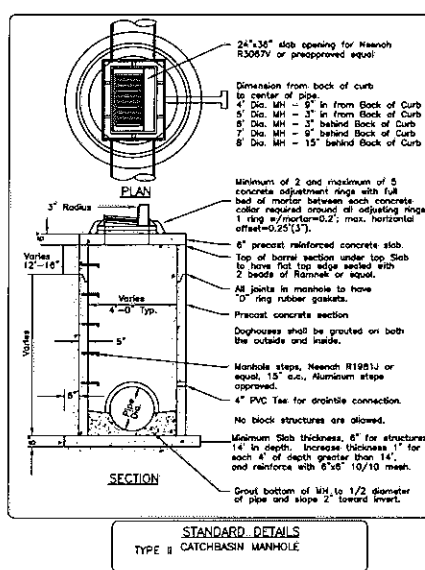
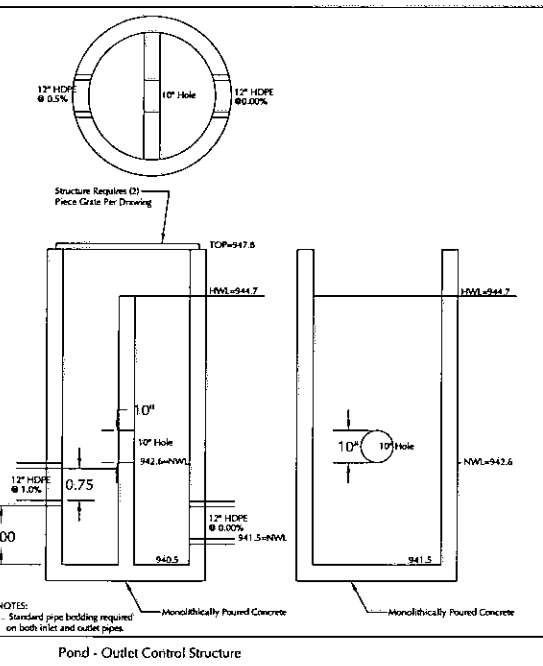
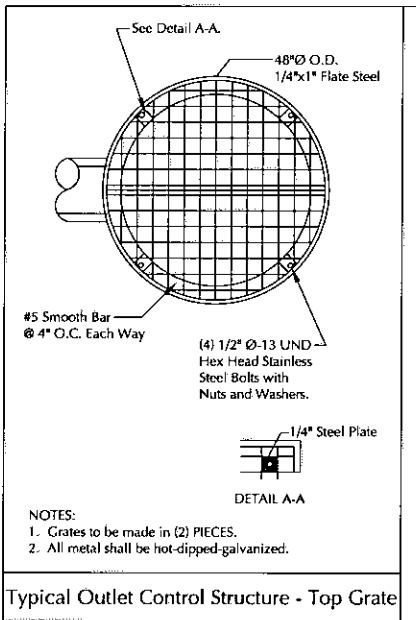
B612 CONCRETE CURB
AND GUTTER DETAIL



ROCK ENTRANCE PAD DETAIL

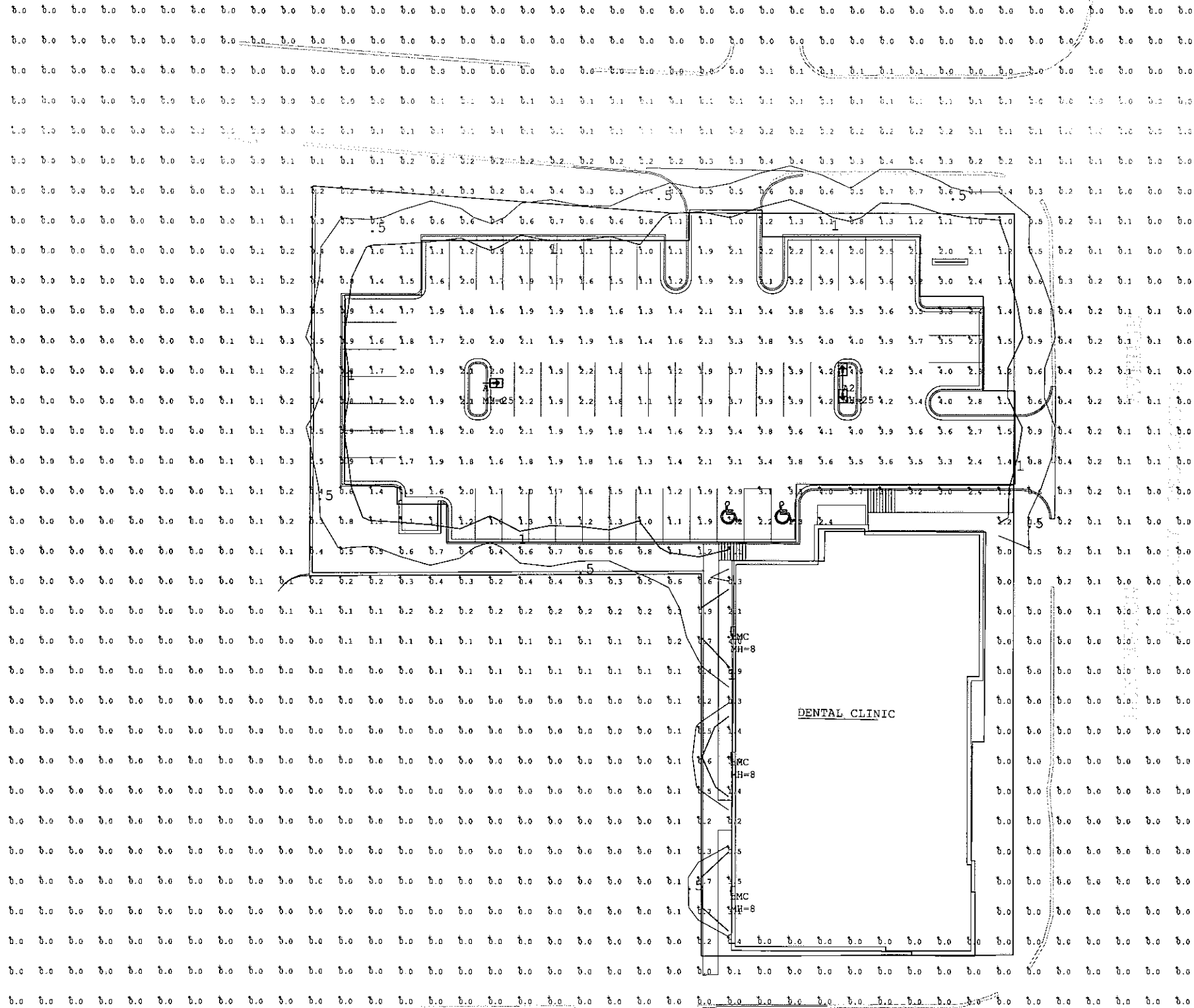


SILT FENCE DETAIL



Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lumens	LLF	Description	MH
	3	LMC	SINGLE	3200	0.720	LMC-42F	8'
	1	A	SINGLE	42600	0.720	MSV-x-P40-V5P-F	25'
	1	A2	BACK-BACK	42600	0.720	MSV-x-P40-V5P-F	25'

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ALL CALCS	Illuminance	Fc	0.49	4.2	0.0	N.A.	N.A.
PARKING	Illuminance	Fc	2.30	4.2	0.9	2.56	4.67

[illegible][illegible]

1. THIS LIGHTING DESIGN IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO NICHOLL LIGHTING. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A DESIGN GUIDE. FIELD CONDITIONS MAY SIGNIFICANTLY AFFECT PROPOSED INSTALLATION. CRITICAL SITE INFORMATION (POLE LOCATION, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.
2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.
3. COMPLIANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.

ROSEVILLE CROSSING

1' = 20'	DATE 2/9/2009
ALU	AP'VD
DRAWING NO. 0943860	



Rubbell Lighting, Inc.
701 MILLENNIUM BLVD
GREENVILLE, SC
29607

LANDSCAPE INSTALLATION:

COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTING WILL BE INSTALLED UNTIL COMPLETE GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

WHERE SOD/SEED ABUTS PAVED SURFACES, FINISHED GRADE OF SOD/SEED SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED AS PER MNDOT SPECS.

SOD ALL DESIGNATED AREAS DISTURBED DUE TO GRADING. SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES, THE SOD SHALL BE STAKED TO THE GROUND.

ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN. UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED SHRUB HEIGHT. ORNAMENTAL TREES SHALL HAVE NO V CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE FINISHED GRADE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL BE FULL FORM, NATURAL TO THE SPECIES, WITHOUT PRUNING.

PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE ALL STAKING OF PLANT MATERIAL PRIOR TO ANY AND ALL DIGGING.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.

ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. SHOULD AN ADJUSTMENT BE ADVISED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED.

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL. OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS OR MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 8-20-20 OF 12 OZ PER 2" CALIPER PER TREE AND 6 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 10-10-10 THE FOLLOWING SPRING IN THE TREE SAUCER.

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 8" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEAT OR MANURE AND 10 PARTS SAND.

ALL PLANTS TO BE INSTALLED AS PER PLANTING DETAILS.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR THIS PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

BLACK POLY EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD/SEED UNLESS NOTED OTHERWISE.

ALL SHRUB BED MASSINGS TO RECEIVE 3" DEEP SHREDDED HARDWOOD MULCH AND FIBER MAT WEED BARRIER.

ALL TREES TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH WITH NO MULCH IN DIRECT CONTACT WITH TREE TRUNK.

ALL ANNUAL AND PERENNIAL PLANTING BEDS TO RECEIVE 3" DEEP SHREDDED HARDWOOD MULCH WITH NO WEED BARRIER.

SPREAD GRANULAR PRE-EMERGENT HERBICIDE (PEEN OR EQUIV) PER MANUFACTURER'S RECOMMENDATIONS UNDER ALL MULCHED AREAS.

MAINTENANCE STRIPS TO HAVE EDGER AND MULCH AS SPECIFIED/INDICATED ON DRAWING OR IN SPECIFICATION.

VERIFY EXISTING/PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM COMPLETE LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SPECIFICATION AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDER AND/OR INSTALLATION. IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL SODDED/SEED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ADJUTING BUILDING FOUNDATION.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A WATERING/LAWN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND/OR INSTALLATION.

CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE/PEST CONTROL.

CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE.

WARRANTY (ONE FULL CROWING SEASON) FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.

REPRODUCIBLE AS-BUILT DRAWING(S) OF ALL LANDSCAPE INSTALLATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO PROJECT ACCEPTANCE.

UNLESS NOTED OTHERWISE THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION AND SEEDSOD PLACEMENT IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.

FALL SODDING IS GENERALLY ACCEPTABLE FROM AUGUST 15 - NOVEMBER 1. FALL SEEDING FROM AUGUST 15 - SEPTEMBER 15; DORMANT SEEDING IN THE FALL SHALL NOT OCCUR PRIOR TO NOVEMBER 1. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

CONIFEROUS PLANTING MAY OCCUR FROM AUGUST 15 - OCTOBER 1 AND FALL DECIDUOUS PLANTING FROM THE FIRST FROST UNTIL NOVEMBER 15. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED. ANY ADJUSTMENT MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

PROTECT ALL EXISTING OAKS ON SITE SCHEDULED TO REMAIN. IF EXISTING OAKS ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING. OAKS ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15 AND JULY 1. NOTIFY LANDSCAPE ARCHITECT IF THESE DATES ARE UNAVOIDABLE.

LANDSCAPE CONTRACTOR SHALL ESTABLISH TO HIS SATISFACTION THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

LANDSCAPE REQUIREMENTS:

1 TREE PER 50 FEET OF PARKING LOT FRONTAGE.

TREES REQUIRED = 7

1 TREE PER 25 PARKING SPACES

TREES REQUIRED = 2

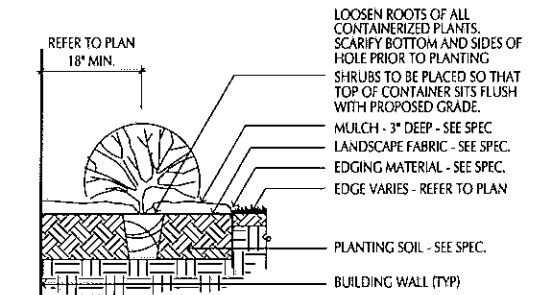
TOTAL TREES REQUIRED = 9

(25% MUST BE CONIFEROUS)

TREES PROVIDED = 6

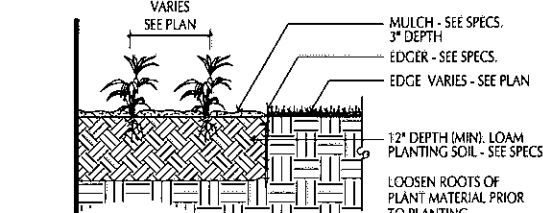
EXISTING TREES TO REMAIN = 3

LANDSCAPE DETAILS:



1 SHRUB PLANTING DETAIL

SCALE: 3/4" = 1'-0"



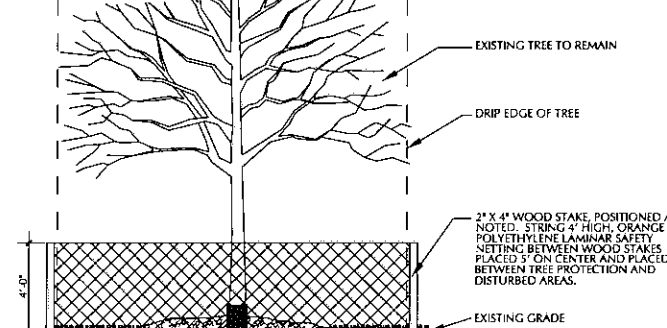
2 PERENNIAL PLANTING

SCALE: 3/4" = 1'-0"

TREE PROTECTION NOTE:

INSTALL SNOW FENCE AROUND EACH TREE TO BE PROTECTED PRIOR TO GRADING. FENCE SHALL BE PLACED AT THE DRIP EDGE OR CRITICAL ROOT ZONES OF THE TREES. FENCING SHALL BE NO CLOSER THAN 6" TO THE TRUNK OF ANY TREE TO BE PROTECTED. THE PERIMETERS FOR TREES BEING PROTECTED SHALL BE DESIGNATED AT ALL TIMES DURING CONSTRUCTION ACTIVITY AND SIGNAGE SHALL BE INSTALLED AT ALL TREE PROTECTION AREAS THAT INSTRUCTS WORKERS TO STAY OUT. CONTRACTOR SHALL AVOID ALL AREAS WITHIN TREE PROTECTION FENCE. SOIL SHOULD BE PROTECTED FROM EROSION AND CHANGES IN CHEMISTRY FROM CONCRETE OR TOXIC MATERIALS SUCH AS FUELS AND PAINTS.

THE CONTRACTOR SHALL HAVE "TREE PAINT" ON SITE AT ALL TIMES. IF AN OAK IS WOUNDED DURING CONSTRUCTION, THE CONTRACTOR MUST IMMEDIATELY APPLY PAINT TO THE WOUND IN ORDER TO PREVENT OAK WILT. ALL DAMAGE TO TREES TO BE PROTECTED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.



3 TREE PROTECTION

SCALE: 1/2" = 1'-0"

GENERAL NOTES

CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID. HE SHALL INSPECT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.

VERIFY LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND/OR INTENT OF THE PROJECT'S LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

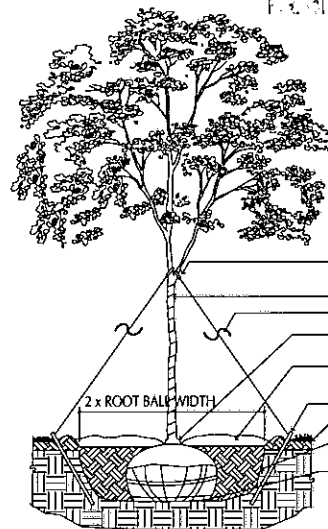
CONTRACTOR SHALL PROTECT ALL EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING PLANTING OPERATIONS. ANY DAMAGE TO SAME SHALL BE REPAIRED AT NO COST TO THE OWNER.

CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION / MATERIAL INSTALLATION BEGINS (MINIMUM 10' - 0" CLEARANCE).

ALL UNDERGROUND UTILITIES SHALL BE LAID SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN.

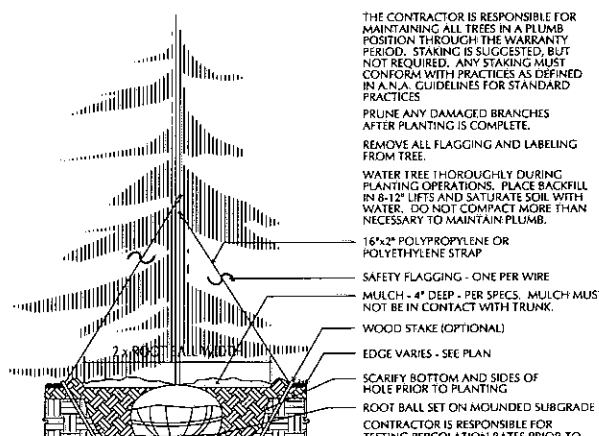
EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL VERIFY ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.



4 DECIDUOUS TREE PLANTING DETAIL

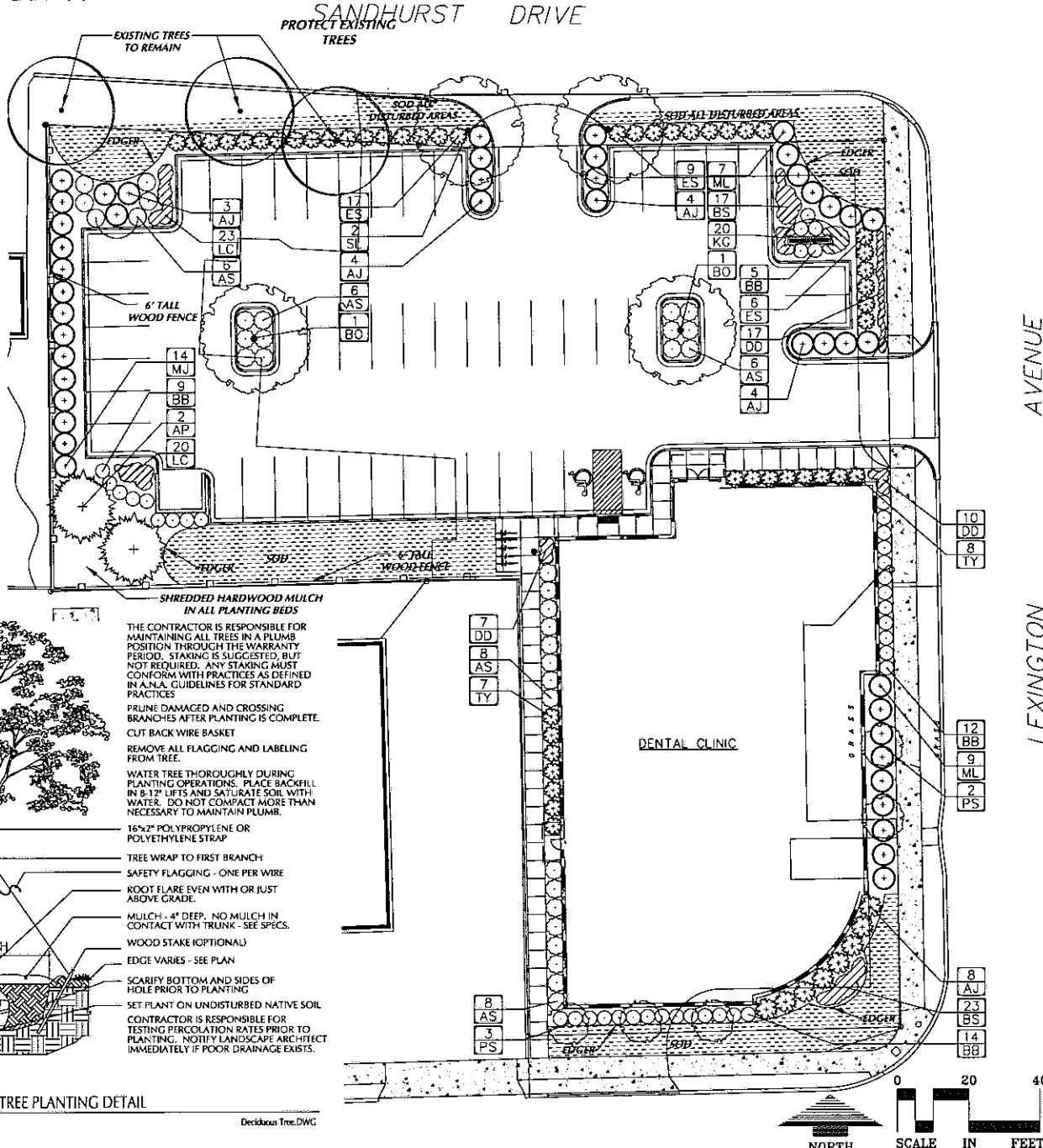
SCALE: 1/2" = 1'-0"



5 CONIFEROUS TREE PLANTING DETAIL

SCALE: 1/2" = 1'-0"

LANDSCAPE PLAN:



PLANT SCHEDULE:

SYM	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	CONT	COMMENTS
DECIDUOUS TREES						
BO	2	BICOLOR OAK	Quercus bicolor	2.5" CAL	B&B	SINGLE STEM
SL	2	SENTY LINDEN	Tilia americana "McSentry"	2.5" CAL	B&B	SINGLE STEM
ORNAMENTAL TREES						
PS	5	PINK SPIRES CRABAPPLE	Malus x 'Pink Spire'	1.5" CAL	B&B	SINGLE STEM
EVERGREEN TREES						
AP	2	AUSTRIAN PINE	Pinus nigra	6" HGT	B&B	FULL FORM
DECIDUOUS SHRUBS						
AS	34	ANTHONY WATERER SPIREA	Spiraea x bumalda 'Anthony Waterer'	24" HGT	POT	PLANT 5' O.C.
BB	40	BUTTERFLYBUSH	Dienella sessilifolia 'Butterfly'	24" HGT	POT	PLANT 4' O.C.
CONIFEROUS SHRUBS						
AJ	23	ANDORRA COMPACT JUNIPER	Juniperus horizontalis 'Plumosa Compacta'	24" SPRD	POT	PLANT 6' O.C.
ES	32	ELEGANS SPRUCE	Picea abies 'Elegans'	36" HGT	POT	PLANT 5' O.C.
ML	16	MOTHER LODE JUNIPER	Juniperus horizontalis 'Mother Lode'	24" SPRD	POT	PLANT 6' O.C.
TY	15	TAUNTON YEW	Taxus x media 'Taunton'	24" SPRD	POT	PLANT 5' O.C.
PERENNIALS						
BS	40	BLACK EYED SUSAN	Rudbeckia fulgida 'Goldsturm'	1 GAL	POT	PLANT 2' O.C.
DD	34	DARING DECEPTION DAYLILY	Hemerocallis x 'Daring Deception'	1 GAL	POT	PLANT 2' O.C.
KG	20	KARL FOERSTER GRASS	Calamagrostis acutiflora 'Karl Foerster'	1 GAL	POT	PLANT 2' O.C.
LC	43	LITTLE MAGNUS CONEFLOWER	Echinacea purpurea 'Little Magnus'	1 GAL	POT	PLANT 2' O.C.

Attachment D

Roseville Crossing

Roseville, Minnesota

Roseville Crossing LLC.
C/O Wellington Management, Inc.

1625 Energy Park Drive, Suite 100
St. Paul, Minnesota 55108
Ph. 651-292-9844 Fax. 651-292-0072

POPE

POPE ASSOCIATES, INC.
One Dakota Plaza Drive
St. Paul, MN 55108
Ph. 651-292-9844 Fax. 651-292-0072

Professional Services:

LOUCKS
ASSOCIATES

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

7200 Hennick Lane, Suite 300
Minneapolis, Minnesota 55369
Telephone: (763) 424-5505
Fax: (763) 424-5827
www.LoucksAssociates.com

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L1-1-05261.DWG/Layout

Submittal:	
01-06-09	City Submittal
02-15-09	Rev. City Submittal
03-16-09	Revised City Submittal
04-29-09	Revised Building & Layout
06-06-09	Revised Submittal

Professional Signature:

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

Paul Kangas - ASLA
License No. _____ Date _____

Quality Control:

Project Lead: TJF
Drawn By: TJF
Checked By: PAK
Review Date: _____

Sheet Index:

00-1	Cover Sheet
01-1	Existing Conditions Plan
01-2	Demolition Plan
02-1	Site Plan
03-1	Grading and Drainage Plan
03-2	Storm Water Pollution Prevention Plan
04-1	Utility Plan
04-1 (C&I)	Utility Details
01-1	Landscape Plan

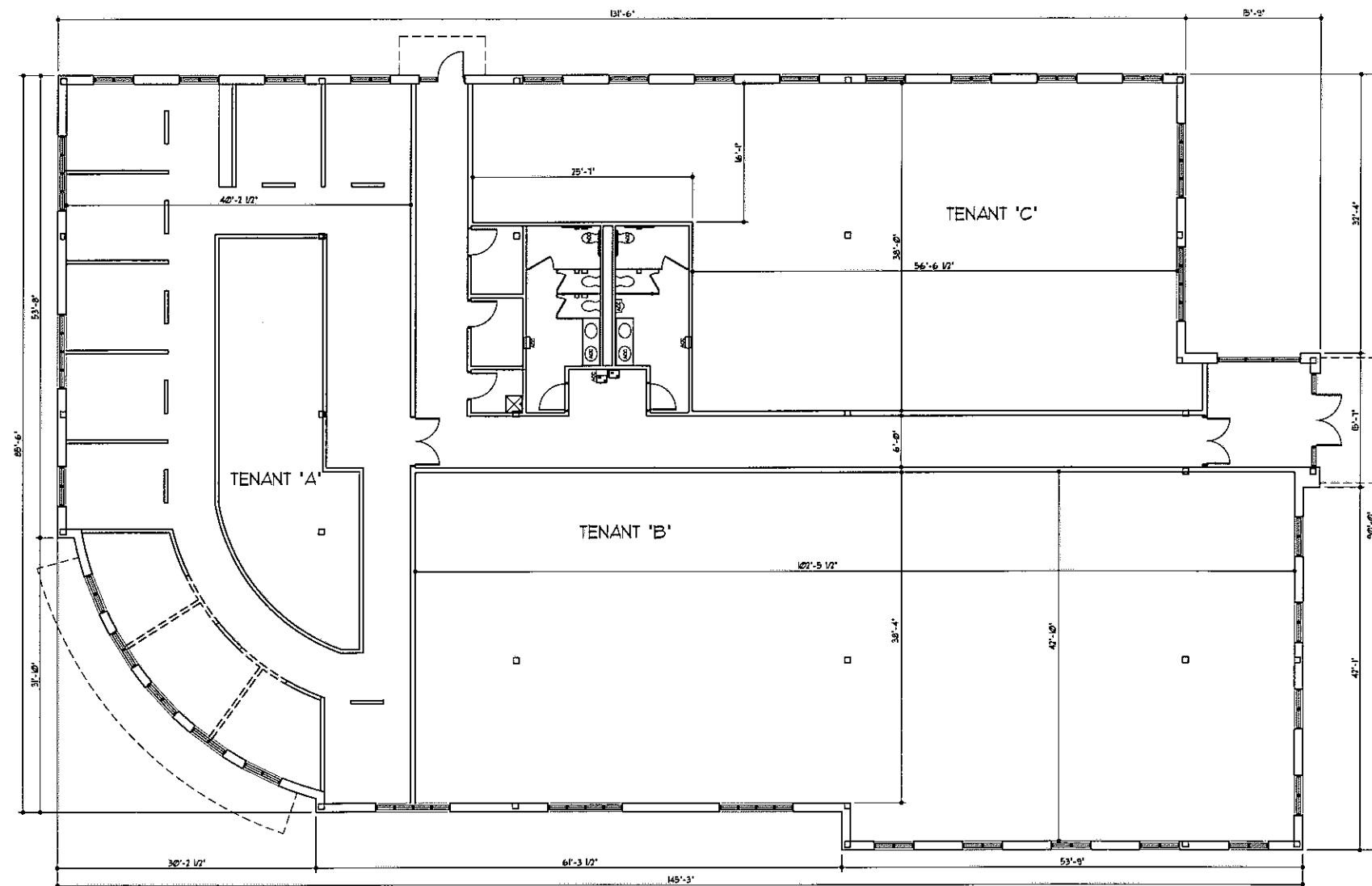
Sheet Title:

LANDSCAPE
PLAN

Project No.:

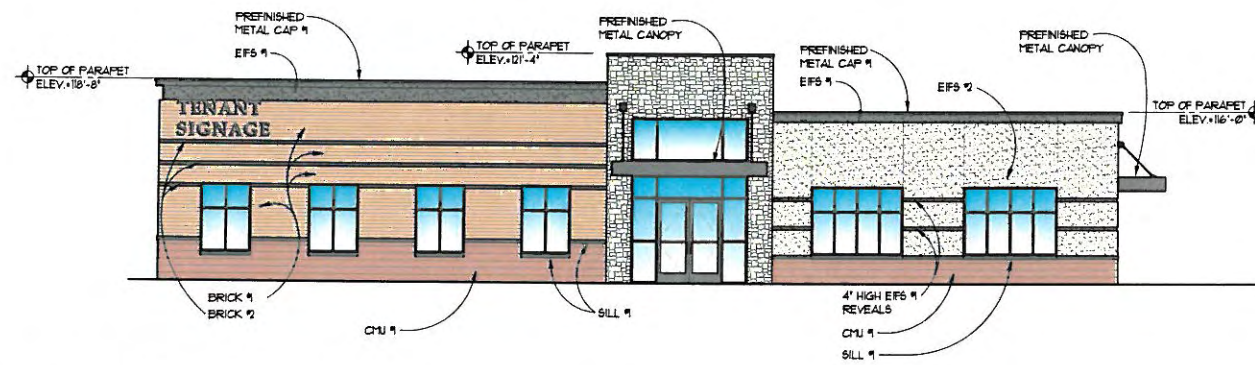
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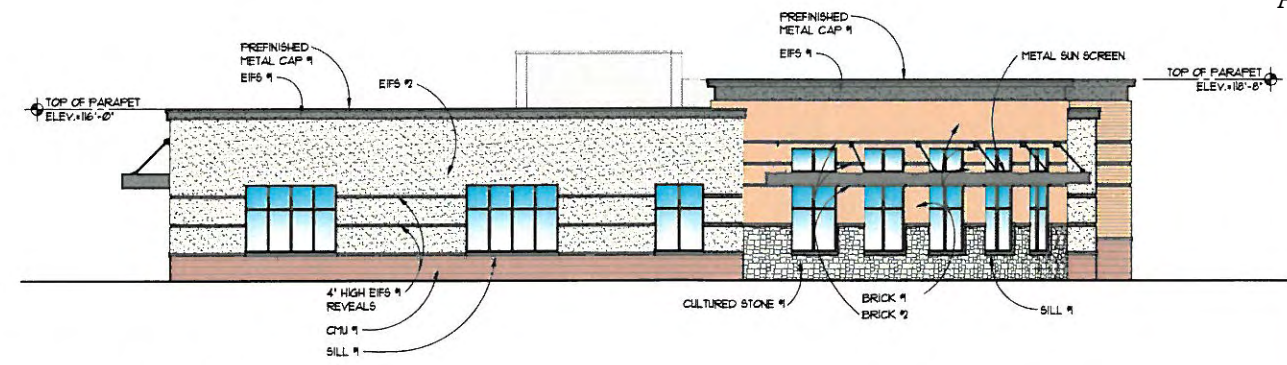


1 FLOOR PLAN
A2.1 1/8"=1'-0"

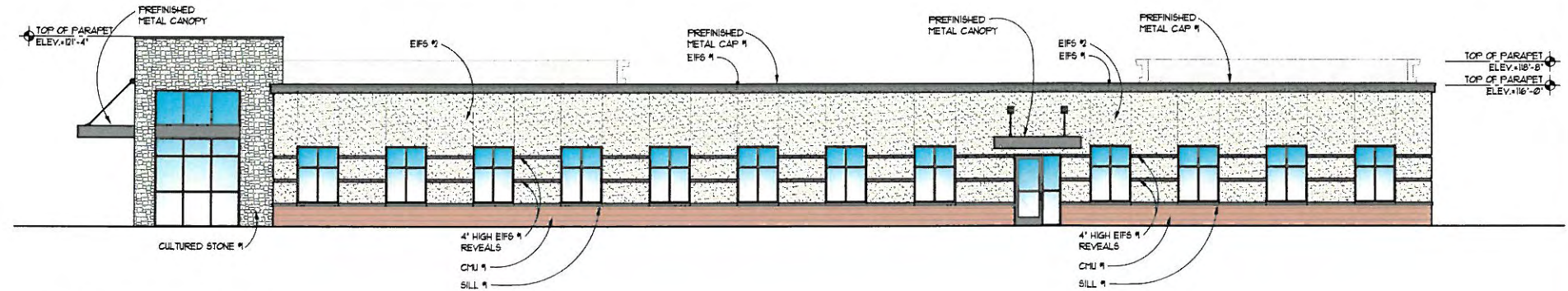




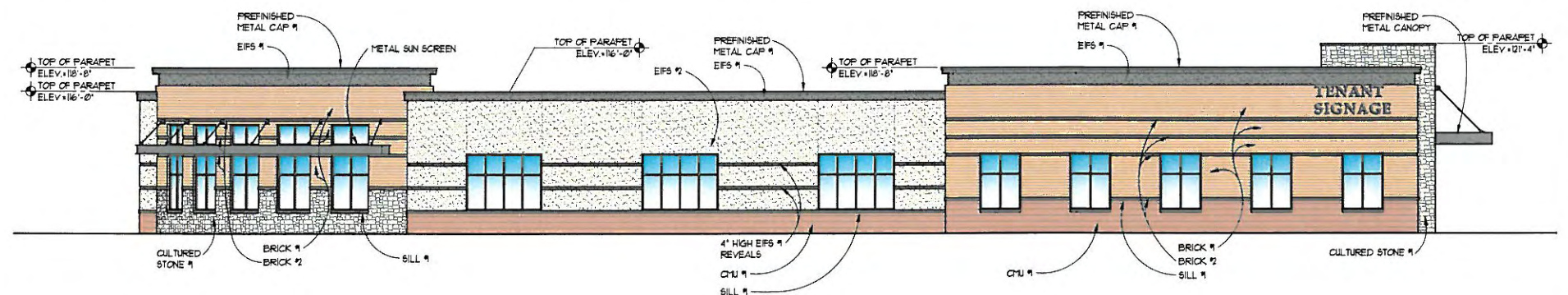
7 NORTH ELEVATION
A3.1 1/8"=1'-0"



6 SOUTH ELEVATION
A3.1 1/8"=1'-0"



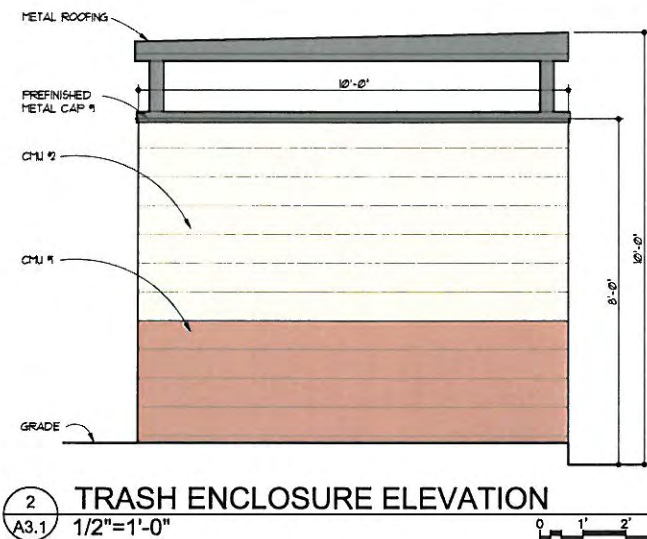
5 WEST ELEVATION
A3.1 1/8"=1'-0"



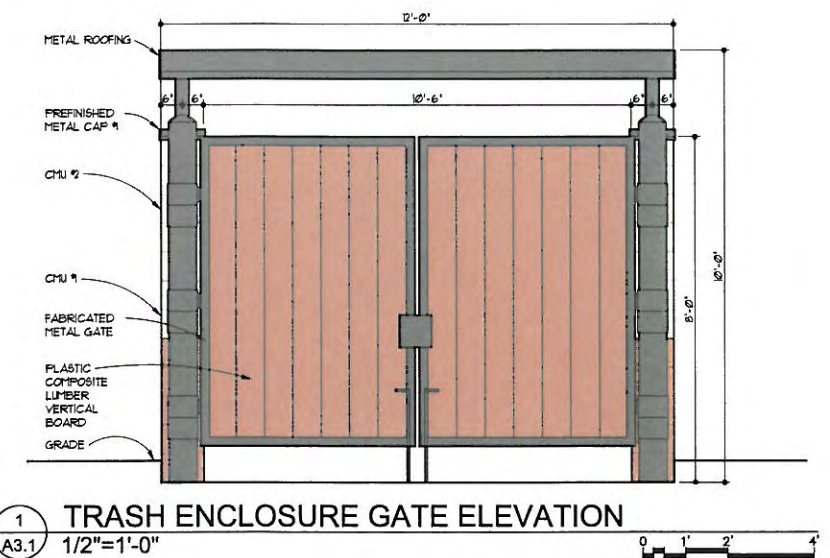
4 EAST ELEVATION
A3.1 1/8"=1'-0"



3 MONUMENT SIGN ELEVATION
A3.1 1/2"=1'-0"



2 TRASH ENCLOSURE ELEVATION
A3.1 1/2"=1'-0" 0



1 TRASH ENCLOSURE GATE ELEVATION
A3.1 1/2"=1'-0"

EXTERIOR ELEVATIONS

Issues and Revisions:	
OWNER'S REVIEW	2-4-09
CITY SUBMITTAL	2-6-09
CITY RESUBMITTAL	2-25-09
CITY RESUBMITTAL	3-16-09
CITY RESUBMITTAL	4-29-09
CITY RESUBMITTAL	6-5-09

Commission No. 82443-07028C

Drawn by _____ DD

Checked by _____ GV

SHEET

A3.1

Our proposed plan includes removing the existing 2,973SF TCF Bank building and 1,025Sf drive-thru canopy in order to complete redevelopment of the site as a new approximately 11,899SF single story, commercial building. The adjacent residence at 1126 Sandhurst is being acquired as well to support the approved PUD plans.

The location of the building is primarily driven by the surrounding residential community. We are keen to support a complete suburban community. In order to do this, the building rests farthest from the neighboring houses on Sandhurst, at the SE lot line. This was requested by the neighbors attending the Community Open House.

We presented our initial Site Plan for consideration on March 23, 2009, completed a Work Session with Council Members on April 20, 2009, and received City Council Approval on May 11, 2009 of the General Concept PUD. As a result of our discussions with Council Members and to summarize the revisions since our May 11th approval, we submit the final PUD Site Plan and Submittals.

In order to provide better visibility to cars leaving the parking lot at Lexington Avenue, we slid a segment of the building's east wall two feet to the west and the building's west wall one foot west. The building setback on the eastern wall increased from four feet to six feet, providing additional visibility to pedestrians and drivers. We also added a painted stripe and "Stop" and "Watch for Pedestrians" signs at the parking lot access on Lexington Avenue.

Parking remains behind the building, at the north end of the parcel. Our intent is to promote safe and pleasant conditions for all in the neighborhood, including: motorists, bicyclists, pedestrians, and residents.

We have been asked to provide further details on the size of the parking lot. Based on the survey prepared by HTPO, dated January 12, 2009, the specific area of the existing TCF bank property is 28,877 SF. This area reflects a paved parking of 19,415 SF which equals 67% of the TCF site. Our proposed development improves this commercial parcel to reflect an area of paved parking of 18,846 SF which equals 44% of the proposed site. We are pleased that our proposed project reduces the area dedicated to parking at the TCF site location. It is noted that we are acquiring a neighboring residence, which in combination, would reduce the total pervious area. We are mitigating this fact by providing an underground water management design that meets current requirements.

The proposed parking lot dimensions are based on two primary reasons:

1. Reduce street parking along Sandhurst as requested by neighborhood residents.
2. Maintain competitive leasing standards. Office leasing markets remain tight and parking to building ratios often reflect 5 spaces per 1000 SF. Our proposed project has a parking ratio of 4 spaces per 1000 SF. Reducing parking further at the subject site places the development at a substantial disadvantage. A parking ratio lower than 4 spaces per 1000 SF is considered non-competitive for new construction.

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE, CHANGING THE ZONING MAP DESIGNATION OF CERTAIN REAL PROPERTY AT 1126 SANDHURST DRIVE AND 2167 LEXINGTON AVENUE TO PLANNED UNIT DEVELOPMENT FROM SINGLE FAMILY RESIDENCE DISTRICT AND GENERAL BUSINESS DISTRICT, RESPECTIVELY.

The City Council of the City of Roseville does ordain:

Section 1. Real Property Rezoned. Pursuant to Section 1016 (Zoning Amendments) of the City Zoning Code of the City of Roseville, and after the City Council consideration of Planning File 09-003, the following property: located at 1126 Sandhurst Drive and legally described as:

Broadview Addition Lot 2 Block 2

is hereby rezoned from Single Family Residence (R-1) District to Planned Unit Development (PUD) District.

Section 2. Real Property Rezoned. Pursuant to Section 1016 (Zoning Amendments) of the City Zoning Code of the City of Roseville, and after the City Council consideration of Planning File 09-003, the following property, located at 2167 Lexington Avenue and legally described as:

Broadview Addition Lot 1 and Lot 15 Block 2

is hereby rezoned from General Business (B-3) District to Planned Unit Development (PUD) District.

Section 3. Effective Date. This ordinance amendment to the City Code and Zoning Map shall take effect upon:

1. The passage and publication of this ordinance.

Passed this 29th day of June, 2009. By Mayor Craig D. Klausing

CITY of ROSEVILLE
PLANNED UNIT DEVELOPMENT AGREEMENT # _____
JUNE 29, 2009 (PF09-003)

INITIAL DEVELOPMENT AGREEMENT AND PLANNED UNIT DEVELOPMENT ZONING DISTRICT STANDARDS, approved by the Roseville City Council on June 29, 2009, and entered into between the City of Roseville, a Minnesota municipal corporation (herein referred to as “CITY”), and Roseville Crossing LLC 1625 Energy Park Drive, Suite 100, St. Paul, Minnesota, 55108 (herein referred to as “DEVELOPER”).

1.0 Effective Date of Agreement

This Development Agreement shall be effective upon completion of the following: 1) passage of Ordinance # _____ (Rezoning of property to Planned Unit Development); 2) approval of final Planned Unit Development plans; 3) publication of the ordinance in the CITY’s official newspaper; 4) execution of this agreement by the CITY and the DEVELOPER; and 5) recording of this agreement with Ramsey County.

2.0 Request for Planned Unit Development Approval

The DEVELOPER has asked the CITY to approve a Planned Unit Development (PUD) (PF09-003) that creates a multi-tenant office development on the Subject Property described as:

1126 Sandhurst Drive (PIN: 10-29-23-44-0072) City of Roseville, Ramsey County, Minnesota; which is legally described as: *Broadview Addition Lot 2 Block 2*

and

2167 Lexington Avenue (PIN: 10-29-23-44-0071) City of Roseville, Ramsey County, Minnesota; which is legally described as: *Broadview Addition Lot 1 and Lot 15 Block 2*

3.0 Rezoning

3.1 The CITY conducted hearings and meetings to consider various aspects of the PUD, including rezoning of the Subject Property to PUD; dates of hearings and meetings include March 4, 2009 (Planning Commission – public hearing on Rezoning and General Concept plan), March 23, 2009 (City Council – initial discussion of General Concept), April 20, 2009 (City Council – work session with the DEVELOPER to work out development details), May 11, 2009 (City Council – hearing and approval of General Concept plan), and June 29, 2009 (City Council – hearing and action on rezoning, Final Development Plan, and PUD Agreement).

3.2 The CITY agrees to rezone the Subject Property to PUD, subject to the DEVELOPER’s compliance with the approved plans, and the terms and conditions of this Development Agreement. Where this PUD is silent, the general zoning and development requirements and the standards of the least intensive zoning district consistent with the land use designation of the Comprehensive Plan shall govern.

4.0 Initial Development

- 4.1 The CITY hereby grants approval of the final PUD plan for the DEVELOPER, subject to the compliance with the terms and conditions of this Development Agreement and the conditions of the City Council approval on June 29, 2009. The CITY agrees to approve applications for building permits, provided: the plans are consistent with the plans approved at the final stage of the PUD process; the DEVELOPER has not defaulted; and all of the standards and conditions of this Development Agreement have been satisfied.
- 4.2 The DEVELOPER shall develop the Subject Property consistent with that described or shown in the following plans as approved by the City Council on June 29, 2009. If these plans vary from the written terms of this Development Agreement, the written terms shall control. In the event the plans address items not specifically addressed in this Development Agreement, the plans shall govern with respect to those items. The plans approved by the City Council on June 29, 2009, or as amended thereafter, include:
- A. ALTA Survey indicating existing site conditions with all lot dimensions, signed and dated January 12, 2009
 - B. Architectural site plan illustrating the building footprint, parking lot, property lines, and setbacks, revised June 18, 2009
 - C. Grading and drainage plan, revised June 5, 2009
 - D. Storm Water Pollution Prevention Plan, revised June 5, 2009
 - E. Utility plan with details, revised June 5, 2009
 - F. Lighting plan indicating locations, types, and specifications of lighting for the site, including photometric plan, dated February 9, 2009
 - G. Complete landscape plan, including materials list and planting details, indicating the size and location of all plant materials, revised June 5, 2009, as updated to ensure that landscaping along Sandhurst Drive does not interfere with vehicle circulation
 - H. Floor plan indicating interior structure layout, revised June 5, 2009
 - I. Exterior elevation drawings indicating structure height, facade details, and building materials, including the detached trash enclosure, revised June 5, 2009
 - J. Proposed development schedule indicating anticipated dates of beginning demolition, grading, building construction, paving, landscaping, and anticipated occupancy date, dated June 19, 2009
- 4.3 The DEVELOPER represents to the CITY that any site improvements pursuant to the proposed development will comply with all City, County, Regional, Metropolitan, State, and Federal laws and regulations, including but not limited to the Roseville Zoning Ordinance.

- 79 4.4 Development of the property and installation of improvements shall be in
80 accordance with the plans and estimated development schedule provided by the
81 DEVELOPER.
- 82 4.5 Failure by the DEVELOPER to commence development activity in accordance
83 with the final development plans or within one year following the final approval
84 of this PUD will necessitate the approval of an extension of the development
85 schedule by the City Council prior to the expiration of the one-year period. If an
86 extension is not applied for, the Council may instruct the Planning Commission to
87 initiate rezoning to the least intensive zoning district consistent with the land use
88 designation of the Comprehensive Plan. For purposes of this provision,
89 development activity shall be defined as obtaining a building permit and
90 beginning construction on the site.
- 91 4.6 Before the issuance of a building, grading, or excavation permit by the CITY, the
92 DEVELOPER shall have posted with the CITY a landscape letter of credit or
93 other security acceptable to the CITY in an amount equal to 150% of the cost of
94 all site restoration and landscaping in accordance with pertinent requirements of
95 the City Code. The Community Development Director, following completion of
96 plans and after the passage of two growing seasons, shall determine the specific
97 amount of this letter of credit or other security.
- 98 4.7 Landscaping installed within the Sandhurst Drive right-of-way shall be provided,
99 installed, maintained, and replaced as necessary by the DEVELOPER to ensure
100 that the parking area remains screened in accordance with City Code standards.
- 101 4.8 The DEVELOPER shall clean from streets dirt and debris resulting from
102 construction work by the DEVELOPER or its agents or assigns. The CITY will
103 determine whether it is necessary to take additional measures to clean dirt and
104 debris from the streets; after 24 hours' verbal notice to the DEVELOPER, the
105 CITY may complete or contract to complete the clean up at the DEVELOPER's
106 expense.

107 **5.0 PUD Zoning District Standards**

108 Pursuant to the guidance of the Comprehensive Plan, the following shall serve as the
109 PUD zoning district requirements for the Subject Property and govern its use and
110 development.

- 111 5.1 For initial development, the site plan (Exhibit A) illustrating the proposed
112 structure, parking lot, property lines, and setbacks, revised June 18, 2009 shall
113 represent the PUD zoning district standards. Where these requirements are silent,
114 the general zoning and development requirements and the standards of the least
115 intensive zoning district consistent with the land use designation of the
116 Comprehensive Plan shall govern.
- 117 5.2 Use of the Subject Property shall be limited to the permitted and accessory uses in
118 the least intensive zoning district consistent with the land use designation of the
119 Comprehensive Plan.

6.0 Developer's Default

- 6.1 For purposes of this Development Agreement, the failure of the DEVELOPER to perform any covenant, obligation, or agreement hereunder, and the continuance of such failure for a period of 30 days after written notice thereof from the CITY (or such longer period of time as may reasonably be necessary to cure any such default, if such default is not reasonably curable within such 30 day period) shall constitute a DEVELOPER default hereunder. Within the 30 day period after notice is given, a request may made for a hearing (by either party) to be held before the Roseville City Council to determine if a default has occurred. Upon the occurrence of DEVELOPER default, the City may withhold any certificate of occupancy for improvements proposed to be constructed.
- 6.2 Notwithstanding anything herein to the contrary, the DEVELOPER may convey a parcel or parcels of land within the PUD to a third party, which conveyed parcels shall remain subject to all of the terms of the PUD specifically relating to said parcels. In that connection, the parties agree as follows:
- A. A default by the DEVELOPER, or its successors in interest, in the performance of the obligations hereunder, will not constitute a default with regard to the conveyed parcel and will not entitle the CITY to exercise any of its rights and remedies hereunder with respect to such conveyed parcel, so long as such conveyed parcel otherwise complies with applicable provisions of the PUD.
 - B. A default with regard to a conveyed parcel will not constitute a default with regard to the parcels retained by the DEVELOPER or other conveyed parcels, so long as such retained or other conveyed parcels otherwise comply with applicable provisions of this Development Agreement.

7.0 Miscellaneous

- 7.1 This Development Agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.
- 7.2 Breach of any material term of this Development Agreement by the DEVELOPER shall be grounds for denial of building permits, except as otherwise provided in Section 6 of this Development Agreement.
- 7.3 If any portion, section, subsection, paragraph, sentence, clause, or phrase of this Development Agreement is for any reason held invalid as a result of a challenge brought by the DEVELOPER, their agents, or assigns, the balance of this Development Agreement shall nevertheless remain in full force and effect.
- 7.4 This Development Agreement shall run with the Subject Property and shall be recorded in the Ramsey County Recorder's Office by the CITY.
- 7.5 This Development Agreement shall be liberally construed to protect the public interest.

8.0 Notices

8.1 Required notices to the DEVELOPER shall be in writing and shall be either hand delivered to the DEVELOPER, their employees, or agents, or mailed to the DEVELOPER by certified or registered mail at the following address:

President of Roseville Crossing LLC
1625 Energy Park Drive, Suite 100
Saint Paul, Minnesota 55108

8.2 Notices to the CITY shall be in writing and shall be either hand delivered to the Community Development Director, or mailed by certified or registered mail, in care of the Community Development Director, at the following address:

Community Development Director
2660 Civic Center Drive
Roseville, MN 55113

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

Subscribed and sworn to before me on
this _____ day of _____ 2009.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The forgoing instrument was acknowledged before me this _____ day of _____, 2009,
by Craig Klausing, Mayor, and William J. Malinen, 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.

ROSEVILLE CROSSING LLC

By: _____
Stephen B. Wellington, Jr., President

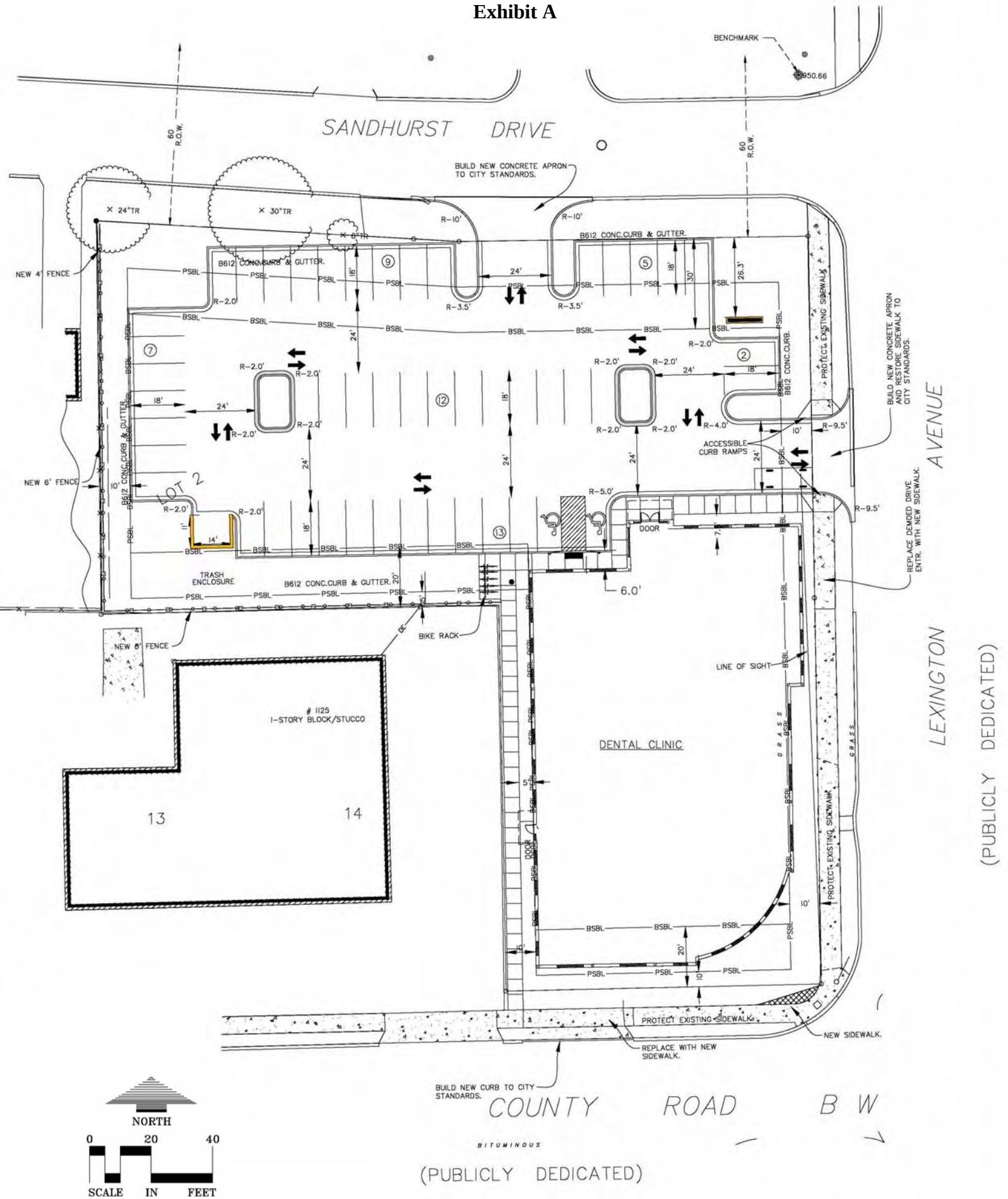
Subscribed and sworn to before me on
this _____ day of _____, 2009.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The forgoing instrument was acknowledged before me this _____ day of _____, 2009,
by Stephen B. Wellington, Jr., President of Roseville Crossing LLC.

Exhibit A

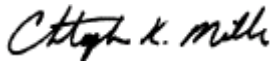


REQUEST FOR COUNCIL ACTION

Date: 06/29/09
Item No.: 13.a

Department Approval

City Manager Approval



Item Description: Discussion on Policy and Procedures related to the Issuance of Conduit Debt

BACKGROUND

State Statute provides for the issuance of tax-exempt bonds by municipalities for the benefit of housing or long-term care facilities. The bonds are considered conduit debt and do not constitute a financial obligation in any part by the City. The City has actively participated in bond issues of this type for several decades and has historically accommodated those requests whenever possible.

Recently, members of the City Council expressed an interest in having a more formal policy and procedure process in place to guide the Council in determining whether to participate in these types of financings. It was recognized that a more comprehensive review process could ensure a greater understanding of the proposed project being financed and how it might benefit the City.

Based on input from other municipalities, City Staff has developed a draft policy and procedure manual (in the form of an application for financial assistance). The manual is included as an attachment to this memo and is consistent with the policy reasons used in the past. There are however more up-front disclosure requirements on the part of the applicant.

Staff will be available at the meeting to present an overview of the draft and to answer any Council inquiries.

POLICY OBJECTIVE

Generally speaking, the public policy reason for City participation in these financings is to promote greater investment in the City's housing or long-term care facilities than would otherwise occur by market factors alone. Allowing the bonds to be issued tax-exempt (where applicable) makes the bonds more attractive to investors and results in lower borrowing costs compared to traditional financing methods. This in turn, provides more available dollars for the proposed project.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

29 **REQUESTED COUNCIL ACTION**

30 Staff is seeking Council comments and direction on the draft conduit debt policy and procedure manual.

31

Prepared by: Chris Miller, Finance Director

Attachments: A: Draft Conduit Debt Policy and Procedure Manual.

32

PROCEDURE
FOR
APPLICATION TO
CITY OF ROSEVILLE, MINNESOTA
FOR
PRIVATE ACTIVITY REVENUE BOND FINANCING

Effective as of June 29, 2009

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

TABLE OF CONTENTS

Page

PROCEDURE FOR APPLICATION TO THE CITY OF ROSEVILLE FOR PRIVATE ACTIVITY REVENUE BOND FINANCING

Table of Contents

Page

PART I	GENERAL	1
PART II	GUIDELINES	2
PART III	MISCELLANEOUS MATTERS.....	4
PART IV	APPLICATION FOR TAX-EXEMPT FINANCING	5
PART V	APPLICATION FOR TAX-EXEMPT FINANCING	8
PART VI	ADDENDUM TO APPLICATIONS	11
PART VII	INDEMNIFICATION LETTER OF AGREEMENT	13

PART I

GENERAL

Under the Minnesota Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 to 469.1651 (the “Industrial Development Act”), the City of Roseville has authority to issue industrial, commercial, and health care revenue bonds or notes to attract or promote economically sound industry and commerce to the City.

Under Minnesota Statutes, Chapter 462C (the “Housing Act”) the City is authorized to issue housing revenue bonds to finance multi-family residential housing projects for low and moderate income persons and elderly persons. Projects must be consistent with a Housing Program as these terms are defined in the Housing Act.

The Council is aware that such financing for certain private activities may be of benefit to the City and will consider requests for tax exempt financing subject to these Guidelines. The Council considers tax exempt financing to be a privilege, not a right.

It is the judgment of the Council that tax exempt financing is to be used on a selective basis to encourage certain development that offers a benefit to the City as a whole, including significant employment and housing opportunities. It is the applicant's responsibility to demonstrate the benefit to the City, both in writing and at the required public hearing. The applicant should understand that although approval may have been granted by the City for the issuance of financing for a similar project or a similar debt structure, that is not a basis upon which approval will be granted. Each application will be judged on the merits of the project as it relates to the public purposes of the Housing Act or the Industrial Development Act and the benefit to the City at the time the request for financing is being considered.

PART II

GUIDELINES

1. The Council will consider tax exempt financing for commercial, industrial and health care projects under the Industrial Development Act and housing projects under the Housing Act. An applicant for tax exempt financing pursuant to the Industrial Development Act must submit to the City the application contained in Part IV of these Guidelines. An applicant for tax exempt financing, pursuant to the Housing Act, must submit to the City the application contained in Part V of these Guidelines.
2. Projects must be compatible with the overall development plans and objectives of the City and comply with the zoning and land use regulations of the City.
3. An application will not be considered by the Council until City Staff has reviewed City Codes with respect to zoning, building plans, platting, streets, and utility services. The application must be accompanied by the addendum contained in Part VI of these Guidelines and must provide information as to the project's need for municipal services including, but not limited to, street improvements, water and sewer services, and police and fire protection.
4. The project must be a positive benefit to the City. The project must be of a nature that the City wishes to attract, or an existing business which the City wishes to retain or have expand within the City, considering employment opportunities, incentive for further development, impact on City services, and support for the industrial, commercial or health care operations currently located in the City. A housing project must provide significant housing opportunities for low and moderate income persons or the elderly.
5. The applicant must select a qualified financial adviser or underwriter to assist the applicant in preparing all necessary application documents and materials. The financial adviser will submit a letter that establishes the financial feasibility of the project. Applications may, in the alternative, include a signed letter from a financial institution indicating that the project is economically feasible and viable and stating that bonds can be successfully sold for the project or that an individual or institution intends to purchase all of the bonds.

The City will appoint bond counsel for the bond issue, which will normally be the City's regularly retained bond counsel.

6. Pursuant to the Industrial Development Act and the Housing Act, consideration of an application for tax exempt financing must be done at a public hearing held by the Council. Modifications to the project after the public hearing and preliminary approval must be consistent with the scope of the project as proposed at the time of preliminary approval.

The applicant must receive approval from the appropriate state agencies, secure financing and commence construction, if applicable, within one year of the date of the public hearing on the project or the housing program.

7. The City is to be reimbursed and held harmless for and from any out-of-pocket expenses related to the tax exempt financing including, but not limited to, legal fees, financial analyst fees, bond counsel fees, the City staff's expenses in connection with the application, and any deposits or application fees required under state law in order to secure allocation of bonding authority. The applicant must execute a letter to the City undertaking to pay all such expenses. A form of the required letter is set forth as Part VII of these Guidelines. A non-refundable application fee in the amount of \$2,500 must be included with the submission of the application.
8. Prior to closing and delivery of the bonds for the project, the applicant must pay an administrative fee in an amount equal to the greater of \$10,000 or 1% of the principal amount of the bonds actually issued. The administrative fees required by this paragraph will be adjusted at or paid prior to delivery of the bonds if necessary to ensure compliance with the Internal Revenue Code and regulations.
9. Applications for financing must be made on the forms attached to these Guidelines. In addition, the applicant must furnish a description of the project, a site plan, elevation of proposed buildings, landscape, lighting, and site preparation, if applicable, together with a brief description of applicant and the proposed financing in such form as required at the time of application.
10. The Council may, in its sole discretion, impose conditions exceeding those required under the City building code in respect to exterior building materials, landscaping, signage lighting, and such other aspects as the Council may consider appropriate on a case-by-case basis.
11. The Council may, in its sole discretion, withdraw its preliminary approval of a project any time if in its judgment the purposes of the Act will not be served by going forward with the project and its financing.

PART III

MISCELLANEOUS MATTERS

1. Refundings. In the case of refundings of bonds for which the administrative fee listed in paragraph 8 of Part II have been paid in full, no new administrative fees are required; but the non-refundable application fee must be paid together with all City expenses in excess of that fee. If the administrative fees for the refunded bonds are not paid in full upon closing on the refunding bonds, such fees must continue to be paid for the refunding bonds.

In the case of refundings of bonds where no administrative fee has been paid, the administrative fees listed in paragraph 8 of Part II must be paid. The application form is to be appropriately modified.

2. Subsequent Proceedings. Where changes to the underlying documents or credit facilities of outstanding bond issues are to be made and require Council action (including changes that are a “deemed reissuance” under Internal Revenue Service regulations), no administrative fee is charged but a non-refundable fee of \$1,500 must be deposited with the City to cover administrative costs. No formal application form is required.
3. Issue by Another Political Subdivision. The City will consider requests for tax exempt financing of projects in the City by other political subdivisions. In these cases the non-refundable application fee must be paid and all procedures through the approval of the preliminary resolution followed. No administrative fee is charged.
4. City Contact. Initial contacts about tax-exempt financing are made by contacting:

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

5. Request for additional information or requirements. The City of Roseville has the right to request additional information that may be deemed necessary to consider requests for tax exempt financing of any project in the City of Roseville.
6. Upon issuance of the Bonds. The City of Roseville will want to be copied in on all annual certifications of documents that are sent to the Treasury Department, the Internal Revenue Service, the State of Minnesota, Minnesota Housing Finance Agency and/or other governmental body for compliance purposes, as provided in the documents relating to the bonds.

PART IV

APPLICATION FOR TAX-EXEMPT FINANCING

(Commercial, Industrial or Health Care)

1. APPLICANT

- a. Business Name:
- b. Business Address:
- c. Business Form (corporation, partnership, sole proprietorship, etc.):
- d. Authorized Representative:
- e. Principal contact person and telephone number:

2. PURPOSE OF REQUESTED FINANCING:

- a. New Facility (describe):
- b. Expansion (describe):
- c. Refunding (describe):

3. GIVE BRIEF DESCRIPTION OF NATURE OF BUSINESS, PRINCIPAL PRODUCTS, ETC.:

4. ESTIMATED PROJECT COSTS: (Not required for refunding)

Land	\$_____
Building	_____
Equipment	_____
Architectural, Engineering	_____
Costs of Issuance	_____
Capitalized Interest,	
including discount	_____
Other	_____

Total Financing Requested	\$_____
---------------------------	---------

5. AMOUNT OF FINANCING REQUESTED: \$_____ (____% of project costs)

6. TYPE OF FINANCING PROPOSED:

Bonds _____ Tax Exempt Mortgage Note _____

Expected Term of Financing _____ Years

Security:

Mortgage _____

Letter of Credit _____

Guaranty (third party) _____

Guaranty (personal) _____

Unsecured _____

Other (specify) _____

7. BUSINESS PROFILE: (Not required for refunding)

a. Is the business located in the City of Roseville now?

b. Number of employees in City:

1) Before this project:

2) After this project:

c. Approximate annual sales:

d. Length of time in business:

Length of time in business in City:

e. Do you have facilities in other locations? If so, where?

8. NAMES OF:

a. Underwriter or Lender (name and contact person):

b. Corporate Counsel:

c. Underwriter's or Lender's Counsel:

9. WHAT IS YOUR TARGET DATE FOR: (Not required for refunding)

- a. Construction start:
- b. Construction completion:

10. Attachments:

- a. Project description:
- b. Initial application fee
- c. Indemnification Letter of Agreement

I certify that the information provided above contains no misrepresentations, omissions or concealments of material facts and that the information given is true and complete to the best of my knowledge. I have been furnished a copy of the Procedure for Application to the City of Roseville for Private Activity Revenue Bond Financing and is aware of its content and agree to be bound by its terms and the terms of the indemnification letter.

Signature

Date

Title

PART V

APPLICATION FOR TAX-EXEMPT FINANCING

(Multi-Family Housing)

1. APPLICANT

- a. Business Name:
- b. Business Address:
- c. Business Form (corporation, partnership, sole proprietorship, etc.):
- d. Authorized Representative:
- e. Principal contact person and telephone number:

2. NAMES OF:

- a. Underwriter or Lender (name and contact person):
- b. Corporate Counsel:
- c. Underwriter's or Lender's Counsel:
- d. Property Management:

3. PURPOSE OF REQUESTED FINANCING:

- a. New Facility (describe):
- b. Redevelopment (describe):
- c. Refunding (describe):

4. PROJECT NAME:

5. PROJECT LOCATION:

6. PROJECT INFORMATION

	UNIT	<u>CURRENT RENTS</u>	<u>RENTSAFTER</u>	<u>AMI%*</u>
Efficiency	_____	\$ _____	_____	_____
One Bedroom	_____	\$ _____	_____	_____
Two Bedroom	_____	\$ _____	_____	_____
Three Bedroom	_____	\$ _____	_____	_____

Parking (included in rent/
not included in rent) _____ \$ _____

Laundry _____ \$ _____

Utilities included in monthly rent: _____

*Please provide detail information regarding how many units are currently income/rent restricted and what the new number will be once the development is completed.

OPERATING EXPENSES (Not required for 501(c)(3) financings)

_____ % of Gross (Annual)

TOTAL PROJECT COST: \$ _____ DEVELOPER EQUITY: \$ _____

DEBT SERVICE: \$ _____ *HARD COSTS: \$ _____

LAND VALUE: \$ _____ SOFT COSTS: \$ _____

*(Hard Costs are all project costs the IRS has determined to be eligible items for depreciation.)

ANTICIPATED INTEREST RATES:

AMORTIZATION SCHEDULE:

_____ %

_____ -Year Amortization Schedule

If the project were conventionally financed, what interest rate would you expect to pay?
_____ %

SALES ASSUMPTION:
(Not required for 501(c)(3) financings)

DEPRECIATION METHOD:
(Not required for 501(c)(3) financings)

How many years do you plan to
hold the property before you
sell? _____

Years: _____

Type: _____

a. At what percent do you

feel the value of the project
will appreciate? _____

Amount of Total Basis: \$ _____

EQUIPMENT:

\$ _____ of project cost is for equipment (e.g., washers/dryers)

ANTICIPATED INCREASES:
(Not required for 501(c)(3) financings)

ANTICIPATED VACANCY RATE:
(Not required for 501(c)(3) financings)

Revenue: _____% per year

First Year: _____%

Expenses: _____% per year

After First Year: _____%

CONSTRUCTION SCHEDULE: (Not required for refunding)

Anticipated construction commencement date: _____

Anticipated construction completion date: _____

7. RELOCATION PLAN (Not required for 501(c)(3) financings)

A relocation plan will be required if any of the residents are dislocated due to the renovations or financing that is being utilized.

8. ADDITIONAL INFORMATION:

I certify that the information provided above contains no misrepresentations, omissions or concealments of material facts and that the information given is true and complete to the best of my knowledge. I have been furnished a copy of the Procedure for Application to the City of Roseville for Private Activity Revenue Bond Financing and is aware of its content and agree to be bound by its terms and the terms of the indemnification letter.

Signature

Date

Title

PART VI

ADDENDUM TO APPLICATIONS

The following items must be attached to each application:

APPENDIX A

A brief description of the organizational structure of Applicant, including parent subsidiary and affiliate organizations (if applicant is other than an individual).

APPENDIX B

Statement of Applicant's business history (for applications under Part V, including any other multi-family rental projects of the Applicant).

APPENDIX C

The name, address, and telephone number of:

1. The Applicant's legal counsel
2. The Applicant's accountant
3. The architect of the proposed Project (Not required for refunding)
4. The engineer of the proposed Project (Not required for refunding)
5. The general contractor of the proposed Project (Not required for refunding)

APPENDIX D

6. Present ownership of the proposed Project site and Applicant's interest therein.
7. Present zoning of the Project site and a description of what city land use approvals are needed for this project.
8. The projected number of new employees to be added to the Applicant's permanent work force because of the Project (for Commercial, Industrial or Health Care only).
9. Other financing attempted or available to the Project including any interim financing.
10. Statement regarding whether or not this project has all required city approvals. If the project does not have all of the required approvals, list the approvals still needed and a tentative time schedule.

APPENDIX E

Indemnification Letter of Agreement.

APPENDIX F (Not required for 501(c)(3) financings)

Proforma Analysis of the Project

PART VII

INDEMNIFICATION LETTER OF AGREEMENT

The Mayor of the City of Roseville
and Members of the City Council
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: Application of _____ for Tax Exempt Revenue Bond Financing by the City of Roseville

Dear Mayor and Members of the City Council:

This letter of agreement is given by _____, a _____ under the laws of Minnesota ("Applicant") as required by the City of Roseville, Minnesota in connection with its consideration of an application for tax exempt revenue bond financing for the project described in the application.

Applicant agrees as follows:

1. Applicant agrees to pay or reimburse the City for any and all costs and expenses which the City may incur in connection with its consideration of the project and the granting of tax exempt revenue bond financing therefor, whether or not the project is preliminarily approved by the City, whether or not the project is approved by the State of Minnesota, whether or not revenue bond financing is finally approved by the City, whether or not the bonds are issued and sold, and whether or not the project is carried to completion.
2. Applicant agrees to indemnify and hold the City, its officers, employees and agents harmless against any and all losses, claims, damages, expenses or liabilities, including attorneys fees incurred in their defense, to which the City, its officers, employees and agents may become subject in connection with the City's consideration, issuance or sale of the bonds for Applicant's project and the carrying out of the transactions contemplated by this agreement and any resolutions adopted, or agreements executed by the City in connection with the issuance of its bonds for this project.
3. Applicant hereby releases the City, its officers, agents and employees from any claims, causes of action, losses, damages, or liabilities which it may have against the City, its officers, agents, and employees or which it may incur in connection with: the City's consideration of the application for industrial development revenue bond financing for Applicant's project; the failure of the City, in its discretion, to issue tax-exempt revenue bonds for Applicant's project; the issuance and sale of the bonds; the construction of the project; or any other matter or thing of any type or nature whatsoever which may arise in connection with the foregoing.

4. Applicant is aware of the City's application and administrative fee structure for tax exempt financing and agrees and covenants that all such fees will be paid in the amount and at the times required.

Dated: _____

(Applicant)

By _____

Its _____