



Monday, February 22, 2010

State of the City Address

5:00 p.m.

City Council Agenda

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 February: Johnson, Pust, Ihlan, Roe, Klausing |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| | 4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report |
| | 5. Recognitions, Donations, Communications |
| 6:10 p.m. | a. Human Rights Essay Contest Winners |
| 6:40 p.m. | b. Proclaim March 2010 Women's History Month |
| | 6. Approve Minutes |
| 6:45 p.m. | a. Approve Minutes of February 8, 2010 Meeting |
| | b. Approve Minutes of February 13, 2010 Meeting |
| 6:50 p.m. | 7. Approve Consent Agenda |
| | a. Approve Payments |
| | b. Approve General Purchases and Sale of Surplus items in excess of \$5,000 |
| | c. Approve 2010 Parks Improvement Program |
| | d. Receive Grant Application Report |
| | e. Accept Department of Homeland Security Funding in the amount of \$227,577 for the purchase a Special Response Vehicle |
| | f. Request by St. Paul Regional Water Services for approval of concrete recycling as an INTERIM USE at the Dale Street |

Reservoir 1901 Alta Vista Dr (PF10-001)

- g. Receive Zoning Code Update
- h. Adopt Resolution Amending Firefighter's Relief Association ByLaws
- i. Approve DEED Redevelopment Grant Contract for Phase 2 of the Twin Lakes Infrastructure Project
- j. Rosewood Contract
- k. Adopt Resolution in Support of Product Stewardship Framework approach for materials management
- l. Approve Contracts for Printing Services
- m. Adopt a Resolution of Support for Aeon's application to Ramsey County for Sienna Green Phase II Project
- n. Reschedule Public Hearing for Rice St./TH 36 Bridge Reconstruction
- o. Discuss request by Resident at 410 So. McCarrons for City Participation in Sanitary Sewer Service Repairs

7:00 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

7:10 p.m. a. Adopt Illicit Discharge Ordinance

10. Presentations

11. Public Hearings

7:25 p.m. a. Conduct a Public Hearing for the Placement of Water Ski Course and Jump on Lake Owasso

7:35 p.m. b. Conduct a Public Hearing regarding Proposed Changes to City Code, Chapter 302, Liquor Control related to Conditions of License and Civil Penalty

12. Business Items (Action Items)

7:50 p.m. a. Approve the Placement of a Water Ski Course and a Water Ski Jump on Lake Owasso

7:55 p.m. b. Adopt Ordinance Chapter 302, Liquor Control related to Conditions of License and Civil Penalty

8:00 p.m. c. Adopt a Resolution to approve the request by Riaz Hussain for an amendment to an existing conditional use permit to allow the parking areas adjacent to Autumn Street to remain

at 1901 Lexington Avenue (PF10-002)

13. Business Items – Presentations/Discussions

8:10 p.m. a. Discuss Commercial Use of Public Property

8:25 p.m. b. Discuss Recreational Vehicle and Trailer Parking

8:40 p.m. **14. City Manager Future Agenda Review**

8:45 p.m. **15. Councilmember Initiated Items for Future Meetings**

16. Adjourn

Some Upcoming Public Meetings.....

Feb 23	Tue	6:30 p.m.	Public Works, Environment & Transportation Commission
Mar 2	Tue	6:30 p.m.	Parks & Recreation Commission
Mar 3	Wed	6:30 p.m.	Planning Commission
Mar 8	Mon	6:00 p.m.	City Council Meeting
Mar 9	Tue	6:30 p.m.	Human Rights Commission
Mar 16	Tue	6:00 p.m.	Housing & Redevelopment Authority
Mar 22	Mon	6:00 p.m.	City Council Meeting

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

REQUEST FOR COUNCIL ACTION

Date: February 22, 2009
Item No.: 5 . a

Department Approval

City Manager Approval



Item Description: Human Rights Essay Contest Winners

BACKGROUND

Each year the Roseville Human Rights Commission holds an essay contest for sixth, seventh and eighth grade students within the Roseville Area School's boundaries. This year more than 320 students from RAMS, Parkview School, St. Rose of Lima and St. John the Evangelist entered the contest. Commissioners conducted an anonymous review of the essays. Names of the students were not known until after the winners were selected.

This year students chose a current news event in which they believed there was a human rights violation. Students were asked if there was anything being done to bring justice to the situation and what they could do about it?

Commission Chair David Singleton will speak on behalf of the Commission and recognize the following students and teachers:

First place	Kenzie Lutz	8 th Grade	RAMS	Mr. Ueland
Second	Margaret Lee	8 th Grade	RAMS	Mr. Bibeau
Third	Kelsey Porter	8 th Grade	RAMS	Mr. Ueland

Honorable Mentions (in alphabetical order)

HM	Sonya Flaten	7 th Grade	RAMS	Mr. Lauinger
HM	Emmy Inwards	8 th Grade	RAMS	Mr. Ueland
HM	Sydney Olson	8 th Grade	RAMS	Mr. Bibeau

The first, second and third place winners will be invited to read their essays. Each honorable mention will receive a certificate.

COUNCIL ACTION

No City Council action necessary.

Prepared by: Carolyn Curti, Communications Specialist
Attachments: A: Winning Essays

Human rights are a very important and serious matter. Watching the news on television I hear about human rights violations that are happening all around me and all around the world. I hear stories about women and children who are being raped and killed in Africa and about people being tortured in Iraq and Afghanistan. Murders, rapes, child abuse, and hate crimes are occurring right here in the Twin Cities as well. I compared these stories to my life growing up in a middle class Caucasian family in a suburb of St. Paul, Minnesota. I struggled with identifying what human rights issues I personally have experienced. After reading through the information on human rights, and taking some time to think deeply about them, I began to understand how I personally have been influenced by human rights. I came to the conclusion that there are three ways in which my family has been positively influenced by human rights.

The first way my family has been influenced was when my grandparents decided to adopt a child into their family. Almost 30 years ago my grandparents adopted a severely handicapped baby named Emmy. My Aunt Emmy was born with many health issues and my grandparents were told that she would not live to see her second birthday. My grandparents could have looked at Emmy and only have seen a child with a disability. Instead, they looked at Emmy as a human being who deserved a home, love, and care. The Universal Declaration of Human Rights says in Article Three that you have the right to life, liberty, and personal security. The Human Rights documents are a standard of how humans should treat other humans and I believe the decision my grandparents made to raise a daughter with disabilities has demonstrated these ideals. Although Emmy is unable to talk, walk, stand, or do anything for herself, she was still allowed to go to school. This follows Article Twenty-Six that states that all humans have a right to an education. Also, Emmy has been protected by Article Two of the Universal Declaration of Human Rights by not being discriminated against. She was not looked at as too severely

disabled to receive proper medical care. Today Emmy is still alive and experiencing life to her fullest. As a matter of fact, Emmy's life actually helped create the motivation for my grandmother to pursue special funding that enabled a day program to start that helps to educate many disabled students like her. My grandparents have loved Emmy not because what she can do, but because she is a human being. They have shown with their actions that Emmy does not have to earn or do anything to deserve human rights. Emmy is not considered less of a human being because of her disabilities. She is not undeserving of human rights and has human rights just as you and I have them. Emmy has influenced my life because I have had experience with disabled children. I feel confident in approaching and interacting with children who are like Emmy and do not view them as being less important than me. I am thinking about becoming a nurse or teacher someday and Emmy's story has taught me that everyone's value is equal and it does not mean that you are less important if you look different or have mental or physical handicaps.

The second way I have been influenced by human rights is by watching my aunt and uncle become parents. My Caucasian aunt and uncle have adopted two children who are African-American. My cousins Nina and Bob now have Caucasian parents, grandparents, aunts, uncles and cousins. The Universal Declaration of Human Rights, Article Two says you have the freedom from discrimination. My aunt and uncle did not reject Nina and Bob's because of their skin color. My aunt and uncle love them just because of who they are as human beings. It wasn't very long ago when black people experienced segregation and slavery. Fifty years ago most people would not have accepted having different races in the same family. Over the years many people's view has changed on this issue, but I still have witnessed first hand how they as a family are sometimes treated differently than my family. Walking through Rosedale Mall with them is a very eye opening experience. Some people's reactions to their family clearly demonstrates that discrimination is still happening right here in Roseville.

Although I want my cousins to grow up and not experience discrimination as a result of their skin color, I know that in reality we have not arrived and we still have room for improvement. I think of Nina and Bob as my cousins, not as my adopted cousins who are African American. My cousins should not be judged by the color of their skin or whether or not they look like their parents. My cousins have a right to be treated equally as outlined in Article One of the Declaration of Human Rights.

Lastly, I have learned about human rights through being involved with Compassion International. Compassion International is an organization that exists as a child advocacy group that releases children from spiritual, economic, social and physical poverty and enables them to become responsible, fulfilled adults. About six years ago, I was able to choose a child for our family to sponsor. I chose a girl who was about my age from India named Narlapati. In India, women are considered second class citizens. In rural areas, like where Narlapati is from, education for girls is very limited. The Universal Declaration of Human Rights in Article Twenty-Five says that you have the right to adequate living standards. The money we pay each month helps provide food for Narlapati to eat, supplies that she needs for school, and medical attention if needed. The Universal Declaration of Human Rights also states that you have the right to an education and that you have a right to equality. In India as well as some other countries, many girls do not get a proper education because most families cannot afford uniforms, books, and school supplies. When families are able to send a child to school, they usually send a boy since girls are not considered as equals. Girls are expected to stay at home and help with chores. We think it is very important that Narlapati attends school and get an education. We hope that education will open up new opportunities for her and that someday she will be able to make a difference in her country. Someday I may want to go to India and give to people who have nothing. I would like to show people in India that men and women are equal. I would like them to see that their whole country would benefit by women being educated.

I have learned much about human rights by writing this essay. My grandparents' attitude and unconditional love for my severely disabled aunt and my Uncle and Aunt's attitude and unconditional love for my cousins has helped open my eyes to the importance of human rights and the documents that have been created to protect people. I do not want people to discriminate against these very important people in my life. I believe that if we do our part in showing respect to all people, we can make a difference and positively affect human rights. As one of the most powerful nations in the world we must set an example by not discriminating against individuals because of disabilities or because of skin color and we must reach out to nations like India and make a difference one child at a time.

The Importance of Human Rights

“Hey are you Chinese?”

“Asian people are smart!”

“All the people with black hair go over here.”

“What do you mean you don’t believe Jesus died for our sins?”

Those are only a few of the stereotypical and discriminatory things that I have heard. These things tend to violate people’s human rights and they are usually offensive. Human rights are rights you are born with and they can never be taken away. The three human rights that mean the most to me are articles two, 15, and 19 of the Universal Declaration of Human Rights. They include, Freedom from discrimination, Right to a Nationality and the Freedom to Change it, and Freedom of Belief and Religion. Those human rights are the most important to me because they fit in the values system my family instilled in me.

Article Two of the Universal Declaration of Human Rights is the Freedom from Discrimination. This is very meaningful to me because almost all my life, I have been the ethnic minority; at school, sports and such activities. I was born in Korea but I moved to the United States when I was four years old. When I was little I didn’t know anything about discrimination or race and definitely not hate crimes. Many people take discrimination differently. Societal minorities are usually the victims of discrimination, so they take it more seriously and are more aware of the hurt that it causes. Yet, people interpret discrimination differently and that is something people should respect. A familial encounter with racial discrimination is at my dad’s previous job. He worked at a warehouse and there was the warehouse area that was cement and then there was an office area with carpeted floor. The warehouse workers called the office workers “carpet people” and there were no people of color among the “carpet people” and no Caucasian people among the warehouse workers. A few times, my dad applied to work with the “carpet

people” and he was completely qualified for the jobs he applied for. With that being said, he never got an interview, no chance at a job among the “carpet people.” Some people might think of this like, “Maybe they found someone more qualified,” but as a minority, this is quite obvious that it was an act of discrimination, but as I said earlier, people interpret discrimination differently. Another run-in with discrimination was when I was in third grade. My teacher had us do presentations and I was supposed to go on Thursday but instead of having me go on Thursday, as planned, she had me go on Friday. With all the other Asian kids. It wasn’t a big deal to me at the time because I was only in third grad and I didn’t even notice, but now that I look back on it, it was very disrespectful and kind of odd. Both of those are personal human rights violations. Discrimination isn’t only passed on ethnicity, but on many different individual characteristics; including gender, socio-economic status, sexual orientation and many more. Hate crimes are very common act of discrimination. A statistic shows that 7,163 reported hate crimes were committed against homosexual people in America, but only 10% of hate crimes are actually reported. This shows that people are thinking, “No one’s going to care...” Discrimination is not being recognized nearly enough by society. Just as we see discrimination going on with ethnicity and sexual orientation, we see it among people with different beliefs and religions.

That brings me to my next human right of importance, Article 18 of the Universal Declaration of Human Rights; the Freedom of Belief and Religion. I, personally, have not been singled out for my beliefs, but I have had people say that what I think is “weird” or “so not true.” There is no way to determine the validity of someone’s beliefs. That’s why you *believe* in them and they are your beliefs. People shouldn’t be treated worse or better because of their beliefs or religion. Though, normally people just assume that people are Christian because we live in a society that is 78.4% Christian and 16% of the remaining 21.6% is not even affiliated with a religion. Most Christians are Protestant, but I’m not considered a Christian in statistics. I am put into the “Other Religions” category. I’m a Unitarian, 0.14% of Americans are, so obviously, I am a minority. Unitarianism is not recognized in polls or surveys; it is under the category of “other.” That makes me, personally feel unrepresented, and I feel that Unitarians are going unnoticed in society. I don’t expect everyone to know every religion in the whole world but it

should be recognized that there are other religions besides Christian, Jewish and Muslim in the United States. Many incidents of hate crime and/or discrimination happen all around. 18% of hate crime is based on religion. That statistic proves that there is a lot of anger and hate towards some people who believe differently than others. It is obviously an aspect on which the society needs to improve on accepting, that not everyone is going to believe exactly the same things. This human right of Freedom of Belief and Religion isn't always respected but Article 15 of the Universal Declaration of Human rights is.

Article 15 is a very good right that is very much respected by the United States. It is the Right to a Nationality and the Freedom to Change it. This plays an extremely large part in my family because my father is not an American citizen, he has a green card, and I was born in Korea. This right is not a right that has been violated in my life, but a right that has very positively impacted my life. For example, my grandparents are not in good enough health to live by themselves, so they are going to move to America from Korea. In order to do that, my dad needs to become a citizen. That is a very big deal in our family because being a citizen of your home country is a crucial way to hold onto your heritage. It is not only a time consuming effort, but an emotional struggle; letting go of a way to be connected to your home country is a very hard thing to do. I was born in Korea, so when I turn 18 years old, I have the right to decide if I want to become an American citizen or a Korean citizen. I'm not sure what I will do, but I know in time, I'll figure out what I will do.

These human rights are a clearly a very important to me and always will be. They are human rights that can never be taken away from me because I was born with them. Freedom from discrimination, freedom of beliefs and the right to a nationality and the freedom to change it, those are the rights that are essential to my life.

Let Us Work Together

Human Rights Essay
November 2, 2009

Why do bad things happen to good people? Why do abuse, violence, and disrespect continue to claim their space in this fragile world? There aren't any simple antidotes to messy conflicts. But maybe there are ways to prevent destructive storms of hatred from drowning out the persistent fires of peace, respect, and justice on the Earth.

Is it possible for charitable actions to cause more hurt than harm? Can trying to "help" others be considered disrespectful in some cases? When I was first introduced to these concepts, I had trouble understanding them. Even now, I have barely brushed the surface of these complex and elusive ideas. But I have learned that charity can be complicated, and there are many deep levels to people's thoughts and emotions when someone makes a charitable endeavor.

Some of us don't know what it's like to work hard. Some of us don't have to worry about making enough money just to satisfy our basic needs. My family has friends living in Mexico, and they usually don't have much money to spare—even though they work hard at their jobs six days a week. I used to wish that we could give them a small gift of money, a little sign of our friendship to help them out. But since then, my dad has taught me that, sometimes, it is best not to give money to those who may not be as privileged as you are. He shared a quote with me that is attributed to an Australian Aboriginal woman that says, "If you have come here to help me you are wasting your time, but if you have come because your liberation is bound up with mine, then let us work together."

For me, these words are filled with profound meaning. When I think about this quote in relation to conversations I've had with my dad, I understand the speaker to mean that sometimes, people who are born into privilege feel the need to give out of our own guilt. We feel that if we

give we are being good people, and it can help us come to peace with the fact that we live in more comfort than many others in the world. This Aboriginal woman says that if you approach someone of lesser privilege in a way that makes you feel like you're "helping" them to appease your own guilt, you might as well leave them alone. But if you understand that everyone's life is complicated, and everyone has their own struggles to face, then you can approach someone with a willingness to engage—not only with their problems, but also one's own.

During the 1980's, there was a terrible civil war in the Latin American country of El Salvador. The government took part in raiding citizen's homes, occasionally killing entire villages of men, women, elders and children. My family's good friends lived in El Salvador during this time. They immigrated to Mexico to escape the violence. Many of their family members had been killed, and they fled their own country to escape death.

In immigrating to another country, there are issues of adjusting to a new culture, striving to be accepted, and trying to adapt to a new lifestyle, among other challenges. Because this family was in danger of being killed, they had to leave their homeland, their possessions, and their way of life as they knew it.

The atrocities committed during the 1980's war violate the 16th right in the Universal Declaration of Human Rights. It states that "The government of your country should protect your family and its members." In this case, the government was doing the opposite, igniting widespread fear and distrust throughout their country. The 3rd right in the Universal Declaration of Human Rights states "You have the right to live, and to live in freedom and safety." This right was also grotesquely violated when tens of thousands of citizens were murdered.

Learning about our friends' struggles during the war helped teach me that not everyone in this world is graced with stability and safety in their everyday life. I may not wake up every day

with the fear of being homeless, hurt, or even having family members killed, but there are plenty of people around the world who have experienced hardships that I can't even imagine. The family I know who emigrated from El Salvador wasn't planning on staying in Mexico, but that's where they reside to this day. They have worked very hard, and, over many years, have built a cozy two-story home where they have raised four children.

Human rights are not universally recognized. They should be, but they aren't. Some rights that we take for granted in the US, such as education, are not given to everyone in the world. In many countries, school is considered a great privilege, and educational opportunities are very limited. The 26th article in the Universal Declaration of Human Rights is the Right to Education. This is an area of human rights where there is always an opportunity to make a difference.

Article 25 in the Universal Declaration of Human Rights is the right to an adequate living standard. When my church raised money for a program called Heifer International, we were able to donate animals that could improve a family's standard of living. The animals received—geese, chicks, water buffalo, honey bees, rabbits, ducklings, sheep, llamas, heifers—provide food and income for families around the world. When the animals reproduce, they are given to other families in need, becoming a gift that keeps on giving.

In the years to come, I will be thoughtful when making decisions that will affect other people. I will give thanks for blessings in my life. I'll also remember the quote by the Australian Aboriginal woman, and be mindful of my own circumstances and struggles when seeking to engage and help others. I will make an effort to improve situations around me as I deepen my understanding of human rights.

Human Rights Essay

I can't imagine what our world would be like today without the Universal Declaration of Human Rights. Without the protection of these worldwide rights, the global society would be chaotic. Numerous slaves wouldn't ever live in freedom, there would be unjust laws and discrimination against certain people, the world just wouldn't work the way it does now. However, in some parts of the world, and even in the U.S., this is how people still live their daily lives. I think the mission of our global community should be to work for the freedom and happiness of all the people that live near us as well as those that live in these places of chaos.

In my life, I've really only had one person open up my eyes to what discrimination against African-American people was really like. Sure, every year we read books on segregation and unfair laws but one day my fourth grade teacher, Mrs. Oswald, took us one step further. As I walked into the room, Mrs. Oswald asked, "Who here has blue eyes?" Not sure of where she was going with this, I replied, "I do." Some other kids agreed that they too had blue eyes. Mrs. Oswald made a list in the front of room that included all the people with blue eyes. After class had started, she didn't seem to be paying any attention to the list but that, as the class slowly realized, was not the case. As the morning went on, Mrs. Oswald never once called on any of the blue-eyed people or let them leave the room. I slowly was starting to realize the pain of discrimination that African-Americans have had to go through every day since they arrived in America. At the end of the morning we had a class discussion (that included blue-eyed people) about the discrimination that had occurred in our country (and still continues) and in the class that morning.

The Universal Declaration of Human Rights clearly states in Human Right Number 2 that all people have Human Rights, no matter their gender, skin color, religion, social status, nor the country they are from, the language they speak, what they think, or

amount of belongings they own. All around the world, Human Right Number 2, along with others, is violated every day. It may not always happen in our part of the world, but it happens, and I think that every person should strive to help others understand the importance of the Declaration of Human Rights and how to abide by them. Another right that was violated during the time of segregation in the U.S. is Human Right Number 3 which says, *You have the right to live, and to live in freedom and safety*. Again, in war zones, violent countries, and under strict governments, this right is stolen from people every day.

That day in fourth grade, I had the opportunity to peek into a tiny portion of African-American people's daily lives as the unwanted and hurt in America. I personally cannot imagine having to live through such hate and hardship. I was forever changed that day and I walked away with a feeling of pity that I'll never forget.

I will also never forget the feeling of being bullied. Bullying is a problem. A big problem, actually. I've been bullied before and chances are, most American kids have at one point in their lives. It's actually a fact that nearly 30% of children are a part of bullying, either the bully or the victim, today. In my life, I've learned that being bullied can be a heart-breaking experience. Being the bully probably isn't much better because the bully's actions usually reflect what they think of themselves.

Being bullied isn't only just plain mean; it goes against some of the Human Rights. Right Number 1 tells us that all children are born free and should be treated in the same way. Singling an individual out as someone to pick on is definitely not at all fair and wouldn't be respecting this right. Another Human Right that bullying doesn't abide by is right number 3. Again, it says that everyone has the right to live in a free and safe environment. I wouldn't say having to put up with a bully every day is giving you freedom to live happily or feel safe.

Bullying continues to be a problem in the United States and around the world. Although there probably isn't an end in sight, we can all do our best to raise awareness and help give courage to the bullies and the bullied to reach out and get help.

We've all seen them. Sitting on a sidewalk, begging on a corner. Sadly, seeing a homeless person isn't uncommon. These people should be getting more help from the government than well-off citizens; unfortunately, they're not. It's a fact that being in

prison has more advantages from the government than someone roaming the streets. Inmates are provided with free healthcare, nourishing food, and a bed. Our government is neglecting homeless people and I think that we should change that.

You have the right to have whatever you need so that you and your family: do not fall ill; go hungry; have clothes and a house... Many people without a place to stay are ill, going hungry, don't have decent clothes, and, obviously, don't have a house.

Homeless people are entitled to all these things but few actually have the chance to take advantage of this Right. I think our government needs to change and help these people in their times of need.

Although our government doesn't do much for the homeless people of our country, many organizations do. Some give hot meals to the hungry, others provide shelter and a place to sleep overnight. Some organizations even help people find a job or a house. Working with these people has helped me understand more about their lives, but also mine. I think that helping homeless people, whether it's giving them food or a job, is very important not just to them but also to us. It gives us hope that someday we'll live in a world where everyone has a place to call home.

In this world, the Universal Declaration of Human Rights has had a huge impact on how our worldwide community functions. I hope that someday, every right that is listed on this Bill can be followed by each and every human being. This would make our world safe, fair and free from discrimination, bullying, and homelessness for all of us.

Human Rights

Sydney Olson
8th Grade
Roseville Area Middle Scho
Mr. Jeff Bibeau
Honorable Mention

Abraham Lincoln once said "Those who deny freedom to others deserve i

themselves." Many people may agree with that statement but the Universal Declaration of Human Rights does not. Human rights are the rights that are granted to every human being regardless of their personality, race, sex, origin, thoughts, and social group. If everyone followed the simple rule "be kind" there would be no need for these documents. Alas many do not follow that one parameter and we need a written agreement. The rights that personally stand out to me are; Article 2, right to equality; Article 11, Right to be considered innocent until proven guilty; and Article 26, Right to Education. Without human rights the world would be chaotic, and if we decrease the number of violations we can work towards a perfect life.

Discrimination is a horrible thing; no one should be subjected to that treatment. I think that article 2, freedom from discrimination is vital to a peaceful existence. I've been taught to respect others consistently throughout my schooling, but my 6th grade teacher Mr. Linehan stood out to me. Always in school teachers are supposed to instill the trait of kindness in students. Mr. Linehan went above and beyond that standard. We voluntarily participated in a learning activity where we got see what discrimination feels like. He showed us how in a school situation African Americans used to be victimized. This lesson deeply touched me and it showed how badly discrimination can hurt. One example of recent discrimination was last October. In Jordan domestic women migrant workers were not getting paid some or all of their wages, and in some cases for years. On top of those violations many women were also abused and held captive at employer's houses. Today's studies show that to every dollar a man earns a woman only makes 77 cents. At the current rate of women wage increase in 2051 men and women will finally be earning the same amount of money for the same work. There are many others types of

discrimination to some of which are far more harmful. Freedom from discrimination is important because the external scars may heal but the internal wounds may always hurt.

One of the greatest rights to a person is article 11, right to be considered innocent until proven guilty. The person who taught me this lesson best is my father. My dad is a criminal defense lawyer and every day he deals with people who have denied others their human rights. Even though many of these people may seem unworthy of human rights they are still granted all of them. Being considered innocent until proven guilty is denied to many people daily in mild cases. A greater instance in which article 11 was broken is at the Guantanamo Bay detention center in Cuba. Many of the prisoners there were placed there because of minimal suspicion or just because they were in the wrong place at the wrong time during military situations. A substantial amount of detainees have been considered guilty until proven innocent, and many sit in cells waiting for a trial that may never come. In September 2003, four families of prisoners informed the law that their relatives had been detained with little or no substantial evidence. The prisoners were waiting for 18 months before workers even inquired why they were being held. Not only was Article 11 broken in this instance articles also 9 and 10. The right to be considered innocent until proven guilty is one of the basic building blocks of a fair trial and without it the tower of justice would fall.

My mother taught me to value education as a privilege not a right. I know now that it is a right all though many places do not have quality schools. Article 26, Right to education, states; you have the right to go to school and everyone should go to school. My mom always would help me with my school work and make sure I enjoyed learning. Education represents the roots of a plant; before you can bloom you must have solid roots. No one should be denied schooling because their chances of a successful life are greatly damaged. One example where the right was

denied is in Slovakia last year. The public schools are sending off Romani children to 'special schools' for disabled students where the curriculum is lowered and substandard. The Romani kids are primarily as bright as normal students, but at the schools they are studying curriculum 4 grades lower than average. These kids are denied a proper education because of their race and beliefs. I'm fortunate that Minnesota values education and I'm able to go to schools that teach proper and advanced classes. Without education the whole economy is wounded through the ripple effect. One small drop of water expands affecting everything around it. One uneducated generation expands and causes trouble in the future.

In conclusion all human rights are vital and should be valued equally. If I had to choose the 3 articles most important to me from the Universal Declaration of Human Rights I would pick; Article 2, 11, and 26. I've never personally had an experience with people breaking these rights towards me, but I still feel very passionate about following these rules. Everyday people are discriminated against but this is not necessary. Everyone should be considered innocent until proven guilty. Education is at the center of our sophisticated world; therefore everyone should be allowed a free education. I hope that one day I won't have to write papers about human right violations because I will have nothing to write about.

human rights essay

There is great beauty in this world. There is the feel of soft, milky moonlight on skin, the vibrant hues of a dark sky, and the soft lull of tiny waves creeping up the ocean sand.

But there are great monstrosities in this world. There are the wails of a mother who cradles her bloodstained son in her arms, the hate that glares through scorned eyes, and the hopelessness of the woman who feels her circumstances are unchangeable.

In this world, we have a choice. We have a choice to embrace the beauty of the life around us, and to bring love, faith, and hope to others. We also have the choice to associate ourselves with the pain and hate that roams the world, desiring only to create a world where our life can be most comfortable... My goal through this essay is to break down some of the hate barriers that we commonly see, and show, through three experiences, how I have learned that there is a different way to think and feel than the common selfish mindset.

I had an eye-opening experience a year or two ago, one that has affected my life very strongly, and will follow me throughout my entire life. My church youth group departed from the church one night to the Naomi Shelter, a refuge for women and children who need a place to stay. We were going to learn about homelessness and poverty in the twin cities. Our job would be to give the mothers a night off, and play with the kids.

I want to clarify that before this particular night, I was, I'll admit, rather biased towards homeless people, or people with low-income. Though I am ashamed to say it, what came to my mind were dirty, ugly people who smoked and who didn't have a job because they were too lazy to find one. Looking back, my narrow-mindedness is rather sickening... That was one reason why the homeless shelter was chosen for an activity that night. Not only to assist people, but also to realize just what I did as I held the hand of a pint-size, high-voiced little girl while we crossed the street to enter a gym for playtime; that we are all people, and we all have value. As I created a

necklace, played hide and seek, and listened to a silly play, my discrimination slowly washed off my mind, as dirt under a tap might drip from soiled hands. Who was I to judge another human being, just like myself, without having spoken a word to them, without even knowing their name? I discovered a truth that night, a truth that I wish the whole world could see with unveiled eyes, as I do now; the truth that the second article of the Universal Declaration of the Human Rights states: That we should be allowed freedom from discrimination. This concise sentence sums up the life lesson I learned through one night of love and fun.

When we think of the word discriminate, though, a likely issue to pop up in our heads is the topic of racism. The discussions and opinions on the matter stretch farther than the Pacific Ocean, and the various hate crimes that have resulted over the centuries regarding the subject could feed a herd of elephants. I've never had a problem with race, because as most children do, I spent a lot of time growing up with my many cousins, and they are not only Caucasian, like me, but also African-American and Korean. (My grandparents adopted five children.) I never noticed any difference between one child and another, because in truth, we none of us are really all that different. I am infinitely grateful for being fortunate enough to have such a family, one where from an early age; I have learned that your skin color is nothing too important... it is like your hair color, a characteristic unique to who we are. It is nice to see other people in the world recognizing this fact, too, and stopping hate because of it. Race is a protected class in every area of protection on the Who's Protected document, and in the informative sheet regarding Minnesota Hate Crime Laws, I was very encouraged to see that hate crimes committed against someone because of their race are qualified for an enhanced penalty. It makes me hopeful that someday I can be someone who will stand up against prejudice, because of the lesson I learned from my family: never treat others unequally for something as frivolous as their skin color. A person, is a person, is a person. Don't let anyone make you think differently.

My last story involves people whose names I cannot name; so I am

going to call this couple John and Alice. John and Alice were missionaries in China for several years. Being a believer in the Christian faith is tightly controlled in this country, though numbers 18, 19 and 20 of the Universal Declaration of Human Rights (UDHR) state that you may practice any religion, you should be able to share ideas with people from any country, and that you may organize peaceful meetings if you wish to. China disregards these rights, and when John and Alice, close friends of my family, were caught, they were given 24 hours to get out of the country immediately. They were never given a fair trial, just a harsh threat that made its point. John and Alice came back to the States.

The story in China is less that the government doesn't wish their citizens to be Christians, as much as they don't want foreigners coming into China to spread the Christian faith. Therefore, John and Alice had to keep in secret, though as mentioned earlier, number 19 of the UDHR says you may share ideas with people of different countries, and 20 says peaceful meetings are completely acceptable. This was a revelation to me, and though the restrictions on Christianity were loosened a bit in the 1970's, I still think the laws in China are simply unfair.

There are great monstrosities in this world. There is the shaking hand that tightens around the cold barrel of a gun, the tears which slip down a child's bruised face, and the sound of gunfire like rain, striking men's hearts into a silence so solid, brick walls cower in terror.

But there is great beauty in this world. There is the song of the people's hearts who are standing up to injustice, there is the laugh, sweet and flowing like a glass of orange juice in the morning, that issues from tiny lips, and the great joy of love, which protects, encompasses and goes on forever. I will not bow down to the hate. I will not give in to vile thoughts and actions. No, I will use what I have learned against judgment and cruelty... I will be beautiful.



Women's History Month March 2010

Whereas: The City of Roseville is committed to recognizing and honoring contributions of all members of our community; and

Whereas: In 1980 the Joint Congressional Resolution declared the week of March 8 as National Women's History Week, and in 1987 Congress expanded the celebration of women's contributions to the entire month of March; and

Whereas: The movement recognizes and celebrates contributions that women of every race, class and ethnic background have made to the world; and

Whereas: The 2010 National Women's History Month theme, *Writing Women Back into History*, recognizes that the history of women often seems to be written with invisible ink. Even when recognized in their own times, women were often not included in the history books; and

Whereas: When the National Women's History Project began their work in the 1980s, the topic of women's history was limited to college curricula, and even there it languished. At that time, less than 3% of the content of teacher training textbooks mentioned the contributions of women and when included, women were usually written in as footnotes. Women of color and women in fields such as math, science, and art were completely omitted. This limited inclusion of women's accomplishments deprived students of viable female role models.

Whereas: *Writing Women Back into History* provides an opportunity to reevaluate our understanding of the contributions of all women made to the City of Roseville, the State of Minnesota and the world.

Now, Therefore Be It Resolved, that the City Council hereby declare March 2010 to be Women's History Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 22nd day of February 2010.

Mayor Craig D. Klausing

Date: 2/22/10
Item: 6.a
2/08/10 Minutes

No Attachment

Date: 2/22/10

Item: 6.b

2/13/10 Minutes

No Attachment

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/22/2010
Item No.: 7.a

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$1,248,489.96
57650-57770	\$591,963.69
Total	\$1,840,453.65

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: 02/16/2010 - 10:35 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/02/2010	Recreation Fund	Office Supplies	Staples-ACH	Office Supplies	59.94
0	02/02/2010	Boulevard Landscaping	Operating Supplies	MN Dept of Agriculture-ACH	Pesticide License Renewal	10.20
0	02/02/2010	Boulevard Landscaping	Operating Supplies	MNLA-ACH	Green Expo	99.00
0	02/02/2010	General Fund	Operating Supplies	Menards-ACH	Mailbox, Post	234.20
0	02/02/2010	General Fund	Operating Supplies	North Hgts Hardware Hank-ACH	Measuring Tape, Screw Driver	45.38
0	02/02/2010	General Fund	Operating Supplies	Target- ACH	Sony VHS	38.54
0	02/02/2010	General Fund	Recognition Program	Costco-ACH	Document Frame	209.54
0	02/02/2010	Recreation Fund	Operating Supplies	PayPal-ACH	Accidental Purchase-pd back w/check	23.95
0	02/02/2010	P & R Contract Maintenance	Operating Supplies	Target- ACH	Accidental Purchase-Pd Back W/Check	71.25
0	02/02/2010	Recreation Fund	Operating Supplies	Walmart-ACH	Operating Supplies	33.04
0	02/02/2010	Recreation Fund	Operating Supplies	Walmart-ACH	Operating Supplies-Credit	-33.04
0	02/02/2010	Recreation Fund	Operating Supplies	Uniforms Unlimited-ACH	Dance Apparel	553.29
0	02/02/2010	Recreation Fund	Operating Supplies	Suburban Ace Hardware-ACH	HANC Supplies	12.41
0	02/02/2010	Community Development	Operating Supplies	Office Depot- ACH	Banker Boxes	32.11
0	02/02/2010	General Fund	Operating Supplies	EMP-ACH	Nitrile Gloves	114.94
0	02/02/2010	General Fund	Memberships & Subscriptions	FBI National Academy-ACH	2010 Dues	77.00
0	02/02/2010	Police Forfeiture Fund	Professional Services	Dunn's Sporting Goods-ACH	Magazine	528.31
0	02/02/2010	General Fund	Operating Supplies	Target- ACH	Bags	5.35
0	02/02/2010	Golf Course	Memberships & Subscriptions	MN Dept of Agriculture-ACH	License Renewal	10.20
0	02/02/2010	Golf Course	Conferences	MNLA-ACH	2010 Green Expo	79.00
0	02/02/2010	Recreation Fund	Contract Maintenance	Rose Fuel & Ignition-ACH	Carburetor Cleaning	100.00
0	02/02/2010	Water Fund	Water Meters	Grainger-ACH	Saddle Valve	113.09
0	02/02/2010	Recreation Fund	Operating Supplies	Home Depot- ACH	Adapters	19.26
0	02/02/2010	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Carbonless Forms	66.96
0	02/02/2010	Recreation Fund	Office Supplies	Admit One Products-ACH	Roll Tickets	66.82
0	02/02/2010	Recreation Fund	Use Tax Payable	Admit One Products-ACH	Sales/Use Tax	-4.30
0	02/02/2010	Recreation Fund	Operating Supplies	Dansco-ACH	Ice Show Costumes	3,291.38
0	02/02/2010	Recreation Fund	Operating Supplies	Liberts-ACH	Ice Show Costumes	1,079.75
0	02/02/2010	Recreation Fund	Operating Supplies	Starmakers Design-ACH	Ice Show Costumes	138.00
0	02/02/2010	General Fund	Employee Recognition	Firefighter.com-ACH	Travel Mugs	307.80
0	02/02/2010	General Fund	209001 - Use Tax Payable	Firefighter.com-ACH	Sales/Use Tax	-19.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/02/2010	Recreation Fund	Operating Supplies	Costume Gallery-ACH	Ice Show Costumes	1,678.07
0	02/02/2010	Recreation Fund	Operating Supplies	Curtain Call-ACH	Ice Show Costumes	2,369.94
0	02/02/2010	Water Fund	Water Meters	McMaster-Carr-ACH	Water Meter Supplies	47.84
0	02/02/2010	General Fund	Employee Recognition	Grainger-ACH	Fire Department Awards	1,465.47
0	02/02/2010	Recreation Fund	Operating Supplies	Wolff Fording Inc- ACH	Ice Show Costumes	222.75
0	02/02/2010	Recreation Fund	Operating Supplies	Action Electronics-ACH	Cameral Port Connectors	11.60
0	02/02/2010	General Fund	Training	Cub Foods- ACH	Station Supplies	182.48
0	02/02/2010	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With A Cop Items	86.21
Check Total:						13,427.93
0	02/11/2010	General Fund	Training	Atom Training-ACH	Law Enforcement Training	40.00
0	02/11/2010	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	Hosting, Domain Names	107.50
0	02/11/2010	Recreation Fund	Operating Supplies	Costume Gallery-ACH	Dance Costumes	68.48
0	02/11/2010	Information Technology	Contract Maintenance	Drop.io-ACH	SSL Subscription	23.99
0	02/11/2010	Water Fund	Clothing	Harolds Shoe Repair-ACH	Shoe Repair	13.93
0	02/11/2010	General Fund	Operating Supplies	Staples-ACH	Pens	60.53
0	02/11/2010	Risk Management	Operating Supplies	Atlatl Inc-ACH	ACORD Forms	106.82
0	02/11/2010	Risk Management	Use Tax	Atlatl Inc-ACH	Sales/Use Tax	-6.87
0	02/11/2010	General Fund	Miscellaneous	Secretary of State-ACH	Notary Renewal	40.00
0	02/11/2010	Information Technology	Operating Supplies	Monoprice.Com-ACH	Network Cables	65.86
0	02/11/2010	Information Technology	Use Tax Payable	Monoprice.Com-ACH	Sales/Use Tax	-4.24
0	02/11/2010	General Fund	Operating Supplies	Signwarehouse.com	Tool Kit	49.24
0	02/11/2010	General Fund	209001 - Use Tax Payable	Signwarehouse.com	Sales/Use Tax	-3.17
0	02/11/2010	Recreation Fund	Operating Supplies	RadioShack-ACH	Battery	25.69
0	02/11/2010	P & R Contract Mantenance	Operating Supplies	Menards-ACH	Caulk Gun	11.39
0	02/11/2010	General Fund	Contract Maintenance	UPS Store-ACH	Shipping Charges	11.20
0	02/11/2010	Sanitary Sewer	Motor Fuel	Now & Later-ACH	Gasoline	20.30
0	02/11/2010	General Fund	Operating Supplies	Buy.com- ACH	Digital Camera	93.16
0	02/11/2010	General Fund	209001 - Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-5.99
0	02/11/2010	General Fund	Training	Target- ACH	Station Supplies	4.56
0	02/11/2010	General Fund	Training	Target- ACH	Station Supplies	49.90
Check Total:						772.28
0	02/11/2010	Recreation Fund	Operating Supplies	Design Works-ACH	Ice Show Costumes	892.00
0	02/11/2010	Recreation Fund	Operating Supplies	Leo's Dancewear-ACH	Ice Show Costumes	789.98
0	02/11/2010	General Fund	Contract Maintenance	State Supply Company-ACH	Heating System Supplies	50.03
0	02/11/2010	General Fund	209001 - Use Tax Payable	State Supply Company-ACH	Sales/Use Tax	-3.22
0	02/11/2010	General Fund	Employee Recognition	Fireawards.com	Firefighter Service Awards	1,453.12
0	02/11/2010	General Fund	209001 - Use Tax Payable	Fireawards.com	Sales/Use Tax	-93.48
0	02/11/2010	General Fund	Training	Honey Baked Ham-ACH	Station Supplies for Holiday Coverage	136.74
0	02/11/2010	Sanitary Sewer	Operating Supplies	Mills Fleet Farm-ACH	Flange	10.68

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/11/2010	Recreation Fund	Operating Supplies	Loshins Costume Center-ACH	Ice Show Costumes	208.18
0	02/11/2010	Community Development	Professional Services	Secretary of State-ACH	Notary Renewal	40.00
0	02/11/2010	License Center	Office Supplies	Target- ACH	Kleenex, Dish Soap	15.55
0	02/11/2010	Recreation Fund	Operating Supplies	Vasco, Inc-ACH	Grinding Wheels	48.90
0	02/11/2010	Recreation Fund	Use Tax Payable	Vasco, Inc-ACH	Sales/Use Tax	-3.15
0	02/11/2010	Golf Course	Operating Supplies	Office Max-ACH	Shredder	65.54
0	02/11/2010	Recreation Fund	Office Supplies	Party America-ACH	New Years Eve Supplies	137.12
0	02/11/2010	General Fund	Memberships & Subscriptions	Secretary of State-ACH	Notary Renewal	40.00
0	02/11/2010	General Fund	Training	Emergency Training-ACH	Training Books	922.36
0	02/11/2010	General Fund	209001 - Use Tax Payable	Emergency Training-ACH	Sales/Use Tax	-59.33
0	02/11/2010	General Fund	Training	Amazon.com- ACH	Training Books	557.41
0	02/11/2010	General Fund	209001 - Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-35.86
0	02/11/2010	Community Development	Memberships & Subscriptions	APA-ACH	AICP Application Filing Fee	485.00
Check Total:						5,657.57
0	02/09/2010	General Fund	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	290.00
0	02/09/2010	P & R Contract Maintenance	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	217.50
0	02/09/2010	General Fund	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	58.00
0	02/09/2010	Community Development	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	58.00
0	02/09/2010	Sanitary Sewer	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	130.50
0	02/09/2010	Water Fund	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	72.50
0	02/09/2010	Storm Drainage	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	58.00
0	02/09/2010	Golf Course	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	14.50
0	02/09/2010	General Fund	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	14.50
0	02/09/2010	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	105.34
0	02/09/2010	General Fund	209001 - Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	150.82
0	02/09/2010	Information Technology	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	1.51
0	02/09/2010	Telecommunications	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	144.93
0	02/09/2010	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	3,936.88
0	02/09/2010	Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	170.00
0	02/09/2010	P & R Contract Maintenance	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax	12.02
0	02/09/2010	License Center	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	362.70
0	02/09/2010	License Center	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	8.49
0	02/09/2010	Police Forfeiture Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	161.18
0	02/09/2010	Vehicle Revolving	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	0.20
0	02/09/2010	Building Improvements	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	0.44
0	02/09/2010	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	4.18
0	02/09/2010	Sanitary Sewer	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	17.20
0	02/09/2010	Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	16,715.34
0	02/09/2010	Water Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	6.02
0	02/09/2010	Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	488.65
0	02/09/2010	Golf Course	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	1.23
0	02/09/2010	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	84.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/09/2010	Storm Drainage	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	883.64
0	02/09/2010	Risk Management	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	0.10
0	02/09/2010	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 1/12 Payroll	20,529.22
0	02/09/2010	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 1/12 Payroll	4,339.04
0	02/09/2010	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 1/12 Payroll	30,578.96
0	02/09/2010	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 1/12 Payroll	40,542.78
0	02/09/2010	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 1/12 Payroll	11,349.23
0	02/09/2010	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 1/12 Payroll	49,226.08
0	02/09/2010	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 1/12 Payroll	24,876.10
0	02/09/2010	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 1/12 Payroll	24,876.10
0	02/09/2010	General Fund	Postage	Pitney Bowes - Monthly ACH	January Postage	3,000.00
0	02/09/2010	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 1/26 Payroll	19,007.51
0	02/09/2010	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 1/26 Payroll	4,279.81
0	02/09/2010	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 1/26 Payroll	29,934.99
0	02/09/2010	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 1/26 Payroll	39,592.21
0	02/09/2010	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 1/26 Payroll	14,223.15
0	02/09/2010	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 01/26 Payroll	44,051.20
0	02/09/2010	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 01/26 Payroll	25,024.85
0	02/09/2010	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 01/26 Payroll	25,024.85
0	02/09/2010	Workers Compensation	Police Patrol Claims	SFM-ACH	January Work Comp Claims	3,977.77
0	02/09/2010	Workers Compensation	Adminisitrative Claims	SFM-ACH	January Work Comp Claims	1.66
0	02/09/2010	Workers Compensation	Street Department Claims	SFM-ACH	January Work Comp Claims	38.36
0	02/09/2010	General Fund	Salaries - Regular	SFM-ACH	January Work Comp Claims	2,549.32
0	02/09/2010	General Fund	Motor Fuel	MN Dept of Revenue-ACH	Fuel Tax	655.28
0	02/09/2010	General Fund	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	9,795.40
0	02/09/2010	General Fund	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	2,435.00
0	02/09/2010	General Fund	Sick Leave Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	15,532.06
0	02/09/2010	General Fund	Sick Leave Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	1,270.02
0	02/09/2010	General Fund	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	13,541.20
0	02/09/2010	General Fund	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	3,528.60
0	02/09/2010	General Fund	Sick Leave Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	1,555.65
0	02/09/2010	General Fund	Sick Leave Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	1,234.70
0	02/09/2010	General Fund	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	10,842.20
0	02/09/2010	Information Technology	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	3,904.60
0	02/09/2010	Telecommunications	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	689.40
0	02/09/2010	Recreation Fund	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	10,731.20
0	02/09/2010	Recreation Fund	Sick Leave Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	3,904.51
0	02/09/2010	P & R Contract Maintenance	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	1,504.27
0	02/09/2010	Community Development	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	3,821.40
0	02/09/2010	Community Development	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	1,528.00
0	02/09/2010	Sanitary Sewer	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	1,378.80
0	02/09/2010	Sanitary Sewer	Sick Leave Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	442.93
0	02/09/2010	Water Fund	Sick Leave Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	344.64
0	02/09/2010	Golf Course	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	2,236.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/09/2010	Recreation Fund	Vacation Pay	MN State Retirement System-ACH	Annual PTO Conversion to Post Health	2,381.60
0	02/09/2010	Westwood Village I HIA	Other Improvements	Commercial Partners Title, LLC	Westwood Village (Eagle Siding) App 6	106,788.75
0	02/09/2010	Water Fund	Water - Roseville	City of Roseville- ACH	January Water	1,255.80
Check Total:						642,494.50
0	02/04/2010	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	26.00
0	02/04/2010	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	24.00
0	02/04/2010	License Center	Transportation	Jill Theisen	Mileage Reimbursement	181.00
0	02/04/2010	Community Development	Professional Services	Jan Rosemeyer	Notary Commission Fee Reimbursement	100.00
0	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	69.58
0	02/04/2010	Community Development	Transportation	Thomas Paschke	Mileage Reimbursement	51.00
0	02/04/2010	General Fund	Vehicle Supplies	Force America, Inc.	Sensors	101.83
0	02/04/2010	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.62
0	02/04/2010	Special "10" Fund	Professional Service	No Suburban Community Foundati	Remit Proceeds	37,000.00
0	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	136.50
0	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	295.27
0	02/04/2010	General Fund	Vehicle Supplies	Napa Auto Parts	Vehicle Supplies	93.13
0	02/04/2010	Water Fund	Professional Services	Elecsys International Corp.	Software Support Fee-March 2010	93.65
0	02/04/2010	Water Fund	Use Tax Payable	Elecsys International Corp.	Sales/Use Tax	-6.02
0	02/04/2010	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Test Points	69.19
0	02/04/2010	General Fund	Vehicle Supplies	Catco Parts & Service Inc	4 Way Solenoid	93.85
0	02/04/2010	Recreation Fund	Operating Supplies	Voss Lighting	Lighting	135.62
0	02/04/2010	Water Fund	Operating Supplies	Aggregate Industries, Inc.	Limestone	323.41
0	02/04/2010	General Fund	Operating Supplies	Metro Fire	Facepiece, Mounting Bracket	633.89
0	02/04/2010	Recreation Fund	Operating Supplies	Grainger Inc	Ballast Battery Pack	130.81
0	02/04/2010	Information Technology	Computer Equipment	SHI International Corp	Exchange User CAL	2,625.00
0	02/04/2010	Information Technology	Computer Equipment	SHI International Corp	Sales Tax	259.88
0	02/04/2010	Information Technology	Computer Equipment	SHI International Corp	Server User CAL	1,155.00
0	02/04/2010	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Toilet Tissue, Can Liners, Soap	519.41
0	02/04/2010	Sanitary Sewer	Contract Maint. - Vehicles	MacQueen Equipment	Gasket, Labor	122.14
0	02/04/2010	Boulevard Landscaping	Operating Supplies	Tessman Seed Co - St. Paul	Ice Melt	265.85
0	02/04/2010	Pathway Maintenance Fund	Operating Supplies	Tessman Seed Co - St. Paul	Ice Melt	265.85
Check Total:						45,150.46
0	02/04/2010	P & R Contract Maintenance	Operating Supplies	Safety Kleen Systems	Solvent	348.49
0	02/04/2010	Recreation Fund	Advertising	Roseville Area Schools	Copies	65.25
0	02/04/2010	General Fund	Conferences	Duane Schwartz	Conference Expenses Reimbursement	369.22
0	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	107.41
0	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	479.72

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	309.10
0	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	2,999.88
0	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	27.18
0	02/04/2010	P & R Contract Maintenance	Operating Supplies	Discount Steel Inc	HR Floor Plate	102.39
0	02/04/2010	Telecommunications	Memberships & Subscriptions	North Suburban Access Corp	3rd Quarter Webstreaming	900.00
0	02/04/2010	Recreation Fund	Professional Services	Joe Tricola	CPR Instructor	200.00
0	02/04/2010	Water Fund	St. Paul Water	City of St. Paul	Water Usage for 11/30/09-12/30/09	237,000.40
0	02/04/2010	Recreation Fund	Operating Supplies	O'Reilly Automotive Inc	Auto Parts	45.73
0	02/04/2010	General Fund	Operating Supplies	North Heights Hardware Hank	Water Filter	29.92
0	02/04/2010	General Fund	Operating Supplies	North Heights Hardware Hank	Coupler	16.56
0	02/04/2010	General Fund	Operating Supplies	North Heights Hardware Hank	Fasteners	3.53
0	02/04/2010	General Fund	Operating Supplies	North Heights Hardware Hank	Rug Doctor Rental	58.96
0	02/04/2010	General Fund	Operating Supplies	North Heights Hardware Hank	Painting Supplies	65.04
0	02/04/2010	General Fund	Operating Supplies	North Heights Hardware Hank	Rope Light	8.92
0	02/04/2010	General Fund	Operating Supplies	North Heights Hardware Hank	Rope Light	2.67
0	02/04/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Hardware	9.38
0	02/04/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Hardware	16.87
0	02/04/2010	Building Improvements	GEO Thermal Project	Muska Electric Co	Install Parking Lot Bases and Poles	5,260.00
0	02/04/2010	General Fund	Contract Maintenance	Palen Kimball Co, LLC	System Sensor	808.91
Check Total:						249,235.53
0	02/10/2010	Recreation Fund	Credit Card Fees	US Bank-ACH	December Terminal Charges	282.61
0	02/10/2010	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	December Terminal Charges	796.82
0	02/10/2010	Golf Course	Credit Card Fees	US Bank-ACH	December Terminal Charges	30.00
0	02/10/2010	Sanitary Sewer	Credit Card Service Fees	Applied Merchant Services-ACH	Dec UB Payments.com Charges	329.37
0	02/10/2010	Internal Service - Interest	Investment Income	RVA- ACH	December Interest	1,262.58
0	02/10/2010	Internal Service - Interest	Investment Income	US Bank-ACH	December Bank Fees	1,605.89
Check Total:						4,307.27
0	02/11/2010	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	194,939.17
0	02/11/2010	Telephone	Telephone	FSH Communications-LLC	Payphone Advantage	64.13
0	02/11/2010	Fire Equipment	Fire Department Vehicles	MES, Inc.	Super Vacuum	2,197.95
0	02/11/2010	Recreation Fund	Operating Supplies	R & R Specialties, Inc	Bushing, Starter	20.60
0	02/11/2010	Recreation Fund	Professional Services	Joe Tricola	CPR Class	150.00
0	02/11/2010	General Fund	Vehicle Supplies	Zarnoth Brush Works, Inc.	Brooms, Nylon Main, Wire Main	1,226.82
0	02/11/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	97.49
0	02/11/2010	Community Development	Professional Services	Thomas Paschke	Community Open House Items Reimbursement	27.28
0	02/11/2010	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections-Jan 2010	4,936.40
0	02/11/2010	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	180.00
0	02/11/2010	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 2/9 Payroll	6,838.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/11/2010	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for 2/9 Payroll	80.00
0	02/11/2010	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	62.00
0	02/11/2010	General Fund	210600 - Union Dues Deduction	MN Teamsters #320	Payroll Deduction for 2/9	578.24
0	02/11/2010	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	68.00
0	02/11/2010	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-March 2009	4,452.00
0	02/11/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,883.00
0	02/11/2010	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	45.50
0	02/11/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	3,315.00
0	02/11/2010	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	513.30
0	02/11/2010	Recreation Fund	Transportation	Jeff Evenson	Mileage Reimbursement	172.00
0	02/11/2010	Recreation Fund	Contract Maintenance	Catco Parts & Service Inc	Parts	69.65
0	02/11/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Credit	-213.71
0	02/11/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Battery	119.43
0	02/11/2010	Recreation Fund	Operating Supplies	Voss Lighting	Quad Kit	55.80
0	02/11/2010	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,210.00
0	02/11/2010	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,210.00
0	02/11/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Oil Filter	9.62
0	02/11/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Shock Absorber	170.08
0	02/11/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Winter Blades	153.71
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	31.00
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	31.00
0	02/11/2010	Information Technology	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	62.00
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	61.67
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	682.00
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	31.00
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	31.00
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	62.00
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	62.00
0	02/11/2010	Recreation Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	31.00
0	02/11/2010	P & R Contract Maintenance	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	93.00
0	02/11/2010	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	31.00
0	02/11/2010	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	31.00
0	02/11/2010	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	31.00
0	02/11/2010	License Center	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	154.67
0	02/11/2010	Sanitary Sewer	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	62.00
0	02/11/2010	Water Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	93.00
0	02/11/2010	Storm Drainage	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	61.67
0	02/11/2010	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	-1,642.01
0	02/11/2010	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-Jan 2010	10,354.70
0	02/11/2010	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	33,983.64
0	02/11/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Sponge Mops	23.49
0	02/11/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Duct Tape	18.24
0	02/11/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Keys	6.38
0	02/11/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Rubber Strap-	5.74

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/11/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Window Labor	46.70
0	02/11/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Nature Center Supplies	29.36
0	02/11/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Broom	18.15
0	02/11/2010	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Shop Supplies	38.45
0	02/11/2010	General Fund	Vehicle Supplies	Midway Ford Co	Gasket, Pan ASY	46.97
0	02/11/2010	Information Technology	Operating Supplies	SHI International Corp	Computer Equipment	1,603.13
0	02/11/2010	Recreation Fund	Operating Supplies	Grainger Inc	Nitrile Gloves, Ballasts	190.75
0	02/11/2010	Recreation Fund	Operating Supplies	Grainger Inc	Tubing	12.06
0	02/11/2010	Recreation Fund	Operating Supplies	Grainger Inc	Ballast	76.28
0	02/11/2010	General Fund	Contract Maintenance Vehicles	Midway Ford Co	Vehicle Repair	753.65
0	02/11/2010	Recreation Fund	Memberships & Subscriptions	DMX Music	Skating Center Music	293.26
0	02/11/2010	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Toilet Tissue, Can Liners	72.14
0	02/11/2010	Recreation Fund	Contract Maintenance	Green View Inc.	Skating Center Cleaning	2,258.72
0	02/11/2010	Recreation Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-145.30
0	02/11/2010	Sanitary Sewer	Operating Supplies	ESS Brothers & Sons, Inc.	Ductile Adjustment Rings	774.84
0	02/11/2010	Sanitary Sewer	Clothing	North Image Apparel, Inc.	Uniforms	859.00
0	02/11/2010	Recreation Fund	Clothing	North Image Apparel, Inc.	Uniforms	858.00
0	02/11/2010	P & R Contract Maintenance	Clothing	North Image Apparel, Inc.	Uniforms	2,191.75
0	02/11/2010	Water Fund	Clothing	North Image Apparel, Inc.	Uniforms	654.25
0	02/11/2010	General Fund	Clothing	North Image Apparel, Inc.	Uniforms	1,643.75
0	02/11/2010	Storm Drainage	Clothing	North Image Apparel, Inc.	Uniforms	754.00
0	02/11/2010	General Fund	Vehicle Supplies	St. Joseph Equipment Inc.	Light Assy., Washer	124.84
Check Total:						282,179.38
0	02/11/2010	Recreation Fund	Rental	Roseville Area Schools	Storage Space Rental July-Dec 2009	3,835.00
0	02/11/2010	Recreation Fund	Operating Supplies	Deborah Cash	Program Supplies Reimbursement	105.09
0	02/11/2010	Recreation Fund	Transportation	Eric Boettcher	Mileage Reimbursement	223.30
0	02/11/2010	Recreation Fund	Transportation	Eric Boettcher	Mileage Reimbursement	245.30
0	02/11/2010	Recreation Fund	Transportation	Eric Boettcher	Mileage Reimbursement	83.60
0	02/11/2010	Recreation Fund	Transportation	Eric Boettcher	Mileage Reimbursement	242.55
0	02/11/2010	Recreation Fund	Transportation	Roxann Maxey	Mileage Reimbursement	458.70
0	02/11/2010	Recreation Fund	Transportation	Roxann Maxey	Mileage Reimbursement	71.50
Check Total:						5,265.04
57650	02/04/2010	General Fund	Memberships & Subscriptions	AMEM-Assoc. of MN Emerg. Manag	2010 Membership Dues-O'Neill	100.00
Check Total:						100.00
57651	02/04/2010	Water Fund	Water Meter Deposits	Kate Blomberg	Deposit Refund	75.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	75.35
57652	02/04/2010	General Fund	Vehicle Supplies	Borgen Radiator	Core For Chipper	947.97
					Check Total:	947.97
57653	02/04/2010	General Fund	Office Supplies	Ryan Burns	Office Supplies Reimbursement	9.38
					Check Total:	9.38
57654	02/04/2010	General Fund	Memberships & Subscriptions	Capitol City Reg 1 Firefighter	2010 Dues	50.00
					Check Total:	50.00
57655	02/04/2010	General Fund	Contract Maintenance Vehicles	Cintas Corporation #470	Uniform Cleaning	39.32
57655	02/04/2010	General Fund	Contract Maintenance Vehicles	Cintas Corporation #470	Uniform Cleaning	39.32
					Check Total:	78.64
57656	02/04/2010	Sanitary Sewer	Metro Waste Control Board	City of Lauderdale	PACAL Sewer Treatment 1st Quarter	665.53
					Check Total:	665.53
57657	02/04/2010	General Fund	Professional Services	Complete Helicopters Inc	Helicopter Deer Count Flight	285.00
					Check Total:	285.00
57658	02/04/2010	Recreation Fund	Clothing	Custom Apparel, Inc.	Logo Embroidered	420.00
					Check Total:	420.00
57659	02/04/2010	Community Development	Building Permits	Custom Remodelers Inc	Building Permit Refund	128.92
					Check Total:	128.92
57660	02/04/2010	Recreation Fund	Operating Supplies	Ecolab Equipment Care	Knob	20.30
					Check Total:	20.30
57661	02/04/2010	Recreation Fund	Fee Program Revenue	Ildephonse Gasongo	LEGO Class Refund	12.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57661	02/04/2010	Recreation Fund	Fee Program Revenue	Ildephonse Gasongo	LEGO Class Refund	0.50
57661	02/04/2010	Recreation Fund	Collected Insurance Fee	Ildephonse Gasongo	LEGO Class Refund	0.50
Check Total:						13.00
57662	02/04/2010	Sanitary Sewer	Contract Maintenance	Goldstar Electric Inc	Transducer Installation	225.00
Check Total:						225.00
57663	02/04/2010	Recreation Fund	Professional Services	Casey Kohs	Assistant Dance Instructor	47.25
Check Total:						47.25
57664	02/04/2010	Recreation Fund	Operating Supplies	Laura Linder	Reimbursement for Pizza-Kid's Night Out	120.52
Check Total:						120.52
57665	02/04/2010	Recreation Fund	Fee Program Revenue	Rebecca Marks	Mommy & Me Dance Class Refund	73.00
57665	02/04/2010	Recreation Fund	Fee Program Revenue	Rebecca Marks	Mommy & Me Dance Class Refund	4.00
57665	02/04/2010	Recreation Fund	Collected Insurance Fee	Rebecca Marks	Mommy & Me Dance Class Refund	2.00
Check Total:						79.00
57666	02/04/2010	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	52.00
Check Total:						52.00
57667	02/04/2010	General Fund	Memberships & Subscriptions	MN State Fire Dept Association	2010 Dues	432.00
Check Total:						432.00
57668	02/04/2010	Sanitary Sewer	Professional Services	Networkfleet, Inc.	Monthly Service-Jan	89.85
Check Total:						89.85
57669	02/04/2010	Recreation Fund	Professional Services	Brenda Newbauer	Tap Training Clinic Staff	100.00
Check Total:						100.00
57670	02/04/2010	Sanitary Sewer	Operating Supplies	Northwest Lasers, Inc.	Counter Packet	37.41

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						37.41
57671	02/04/2010	Sanitary Sewer	Accounts Payable	LUCIAN PROUE	Refund check	9.00
Check Total:						9.00
57672	02/04/2010	Telephone	St. Anthony Telephone	Qwest	Telephone	135.08
57672	02/04/2010	Telephone	Telephone	Qwest	Telephone	375.59
57672	02/04/2010	Telephone	NSCC Telephone	Qwest	Telephone	204.64
Check Total:						715.31
57673	02/04/2010	Recreation Fund	Fee Program Revenue	Dijana Rahic	Lego Class Refund	60.00
57673	02/04/2010	Recreation Fund	Fee Program Revenue	Dijana Rahic	Lego Class Refund	3.00
57673	02/04/2010	Recreation Fund	Collected Insurance Fee	Dijana Rahic	Lego Class Refund	2.00
Check Total:						65.00
57674	02/04/2010	General Fund	Memberships & Subscriptions	RCLLG	2010 Membership Dues	1,000.00
Check Total:						1,000.00
57675	02/04/2010	Solid Waste Recycle	Furniture & Fixtures	Resourceful Bag & Tag, Inc.	CycleMax Kit	297.97
57675	02/04/2010	Solid Waste Recycle	Use Tax Payable	Resourceful Bag & Tag, Inc.	Sales/Use Tax	-19.17
Check Total:						278.80
57676	02/04/2010	Singles Program	Operating Supplies	Ron Rieschl	Singles Supplies Reimbursement	20.00
Check Total:						20.00
57677	02/04/2010	Recreation Fund	Professional Services	Kyle Ronchak	Novice Speedskating Coach	200.00
Check Total:						200.00
57678	02/04/2010	P & R Contract Maintenance	Professional Services	Roselawn Cemetery	Annual Lease Payment	1.00
Check Total:						1.00
57679	02/04/2010	Recreation Fund	Operating Supplies	Saint Paul Culinary College	Adult Trip Meals	320.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						320.00
57680	02/04/2010	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	22.75
Check Total:						22.75
57681	02/04/2010	Recreation Fund	Transportation	Speco Charter LLC	Senior Trip Transportation	530.00
Check Total:						530.00
57682	02/04/2010	Water Fund	Accounts Payable	DIANE STELLRECHT	Refund check	38.24
Check Total:						38.24
57683	02/04/2010	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	149.50
57683	02/04/2010	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	8.70
57683	02/04/2010	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	276.00
57683	02/04/2010	General Fund	Professional Services	Sheila Stowell	Mileag Reimbursement	4.35
57683	02/04/2010	Community Development	Professional Services	Sheila Stowell	Planning Commission Meeting Minutes	310.50
Check Total:						749.05
57684	02/04/2010	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Tires	2,540.29
Check Total:						2,540.29
57685	02/04/2010	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Oxygen	106.88
Check Total:						106.88
57686	02/04/2010	General Fund	Vehicle Supplies	Tousley Ford Inc	Wheel Asy, TPMS 8	520.38
57686	02/04/2010	General Fund	Vehicle Supplies	Tousley Ford Inc	GP 749, GL671	554.69
Check Total:						1,075.07
57687	02/04/2010	General Fund	Operating Supplies	Trailblazer Promotions	Eco Click Pens	1,196.97
Check Total:						1,196.97

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57688	02/04/2010	General Fund	Vehicle Supplies	Vermeer Sales and Service, Cor	Fan, Foam Seal	199.50
Check Total:						199.50
57689	02/04/2010	Water Fund	Operating Supplies	Viking Industrial Center	Work Gloves	132.00
Check Total:						132.00
57690	02/04/2010	Recreation Fund	Professional Services	Walker West Music Academy	Guitar Lessons	283.20
Check Total:						283.20
57691	02/04/2010	Water Fund	Professional Services	Water Conservation Service, In	Locate Leak	262.50
Check Total:						262.50
57692	02/04/2010	Street Construction	09-02 Roselawn/HamlineVictoria	Asphalt Surface Tech, Corp	Roselawn Ave	30,726.80
57692	02/04/2010	Storm Drainage	09-02 Roselawn/HamlineVictoria	Asphalt Surface Tech, Corp	Roselawn Storm Sewer	237.50
57692	02/04/2010	Street Construction	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	M.S.A. Mill & Overlays	11,570.78
57692	02/04/2010	Street Construction	09-04 Mill & Overlay	Asphalt Surface Tech, Corp	City Mill & Overlays	16,426.42
57692	02/04/2010	Sanitary Sewer	Cleveland Ave Reconstruct	Asphalt Surface Tech, Corp	Cleveland Ave Sanitary Sewer	12,541.43
57692	02/04/2010	Recreation Improvements	RSC Arena Perimeter	Asphalt Surface Tech, Corp	Cleveland Ave Sanitary Sewer	34,299.78
Check Total:						105,802.71
57693	02/04/2010	Housing & Redevelopment A	Professional Services	Commercial Partners Title, LLC	Title Search-Mccarrons Pond Condo	350.00
Check Total:						350.00
57694	02/04/2010	Sanitary Sewer	Operating Supplies	Ecoenvelopes, LLC	Window EcoEnvelopes	700.28
57694	02/04/2010	Water Fund	Operating Supplies	Ecoenvelopes, LLC	Window EcoEnvelopes	700.28
57694	02/04/2010	Storm Drainage	Operating Supplies	Ecoenvelopes, LLC	Window EcoEnvelopes	700.27
Check Total:						2,100.83
57695	02/04/2010	Building Improvements	GEO Thermal Project	Harty Mechanical, Inc.	Install Piping and heat Pump	19,340.00
Check Total:						19,340.00
57696	02/04/2010	Housing & Redevelopment A	Professional Services	Kennedy & Graven, Chartered	HRA Attorney Fees	140.00
57696	02/04/2010	Housing & Redevelopment A	Professional Services	Kennedy & Graven, Chartered	HRA Attorney Fees	3,426.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						3,566.75
57697	02/04/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	388.09
Check Total:						388.09
57698	02/04/2010	Storm Drainage	Professional Services	KorTerra Inc.	Mobile License Fee	124.98
57698	02/04/2010	Sanitary Sewer	Professional Services	KorTerra Inc.	Mobile License Fee	124.98
57698	02/04/2010	Water Fund	Professional Services	KorTerra Inc.	Mobile License Fee	124.98
Check Total:						374.94
57699	02/04/2010	Building Improvements	Skating Center MN Bonding Proj	Lightning Disposal, Inc.	30 YD Demo Done, Rolloff	281.88
Check Total:						281.88
57700	02/04/2010	Recreation Fund	Advertising	MSP Communications	Wedding Guide Advertising	3,285.00
Check Total:						3,285.00
57701	02/04/2010	Recreation Fund	Operating Supplies	Once Upon A Star	Miley's Hoedown Class	154.00
Check Total:						154.00
57702	02/04/2010	General Fund	Professional Services	Ramsey County	2010 Property Tax Notice	2,861.83
Check Total:						2,861.83
57703	02/04/2010	Housing & Redevelopment A	Printing	Service Printers of Duluth, In	Bookmarks	330.14
57703	02/04/2010	Housing & Redevelopment A	Use Tax Payable	Service Printers of Duluth, In	Sales/Use Tax	-21.24
Check Total:						308.90
57704	02/04/2010	Recreation Fund	Professional Services	St. Anthony-New Brighton Comm.	Adult Trips Transportation	978.50
Check Total:						978.50
57705	02/04/2010	Recreation Fund	Operating Supplies	Stanley Security Solutions, In	Keys	108.70
57705	02/04/2010	Recreation Fund	Operating Supplies	Stanley Security Solutions, In	Keys	19.17
57705	02/04/2010	Recreation Fund	Operating Supplies	Stanley Security Solutions, In	Credit	-19.17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57705	02/04/2010	P & R Contract Maintenance	Operating Supplies	Stanley Security Solutions, In	Keys	70.36
Check Total:						179.06
57706	02/08/2010	Sanitary Sewer	Postage	Postmaster- Cashier Window #5	UB Postage	400.00
57706	02/08/2010	Water Fund	Postage	Postmaster- Cashier Window #5	UB Postage	400.00
57706	02/08/2010	Storm Drainage	Postage	Postmaster- Cashier Window #5	UB Postage	400.00
Check Total:						1,200.00
57707	02/11/2010	Recreation Fund	Professional Services	AARP	Driving Instructor	298.00
Check Total:						298.00
57708	02/11/2010	Recreation Fund	Professional Services	AARP	Driving Instructor	170.00
Check Total:						170.00
57709	02/11/2010	Equipment Replacement	FunOther Improvements	Access Communications Inc	Project Quote: Oakcrest Ave Communicatio	27,650.00
57709	02/11/2010	Equipment Replacement	FunOther Improvements	Access Communications Inc	Project Quote: Oakcrest Ave Communicatio	1,293.69
57709	02/11/2010	Information Technology	Contract Maintenance	Access Communications Inc	Setup, Register, Design Fiber Route	670.83
57709	02/11/2010	Information Technology	Contract Maintenance	Access Communications Inc	Annual Billing	1,081.83
Check Total:						30,696.35
57710	02/11/2010	Recreation Fund	Memberships & Subscriptions	ASCAP, Inc.	License Fee-Acct #: 500578865	305.00
Check Total:						305.00
57711	02/11/2010	General Fund	Contract Maintenance Vehicles	Cintas Corporation #470	Uniform Cleaning	39.32
Check Total:						39.32
57712	02/11/2010	Sanitary Sewer	Contract Maintenance	City of Shoreview	Lift Station Maintenance	1,907.00
Check Total:						1,907.00
57713	02/11/2010	Information Technology	Telephone	Comcast Cable	High Speed Internet	55.54
57713	02/11/2010	Information Technology	Telephone	Comcast Cable	Calbe TV	4.69

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						60.23
57714	02/11/2010	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Midway Speedskating-January Bingo	1,837.08
57714	02/11/2010	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Rsvl Youth Hockey-January Bingo	2,313.36
Check Total:						4,150.44
57715	02/11/2010	General Fund	210300 - State Income Tax W/H	Discover Bank	Case #: 62-CV-09-11758	281.16
Check Total:						281.16
57716	02/11/2010	General Fund	211200 - Financial Support	Diversified Collection Service		210.24
Check Total:						210.24
57717	02/11/2010	Recreation Fund	Professional Services	Shane Donohue	Ski Instructor	75.00
Check Total:						75.00
57718	02/11/2010	Water Fund	Professional Services	Extreme Air, LLC	Clean and Tune Booster Station	610.79
57718	02/11/2010	Water Fund	Use Tax Payable	Extreme Air, LLC	Sales/Use Tax	-11.95
Check Total:						598.84
57719	02/11/2010	License Center	Professional Services	Fed Ex	Shipping Charges	85.60
Check Total:						85.60
57720	02/11/2010	Recreation Fund	Youth Speedskating	Rita Gangl	Novice Coaching	100.00
Check Total:						100.00
57721	02/11/2010	General Fund	Vehicle Supplies	H & L Mesabi	Blades	803.96
Check Total:						803.96
57722	02/11/2010	Recreation Fund	Professional Services	Steve Hartman	Novice Speedskating Coach	130.00
Check Total:						130.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57723	02/11/2010	Recreation Fund	Operating Supplies	Douglas Hefti	Cribbage League Prizes	6.00
Check Total:						6.00
57724	02/11/2010	Singles Program	Operating Supplies	Jean Hoffman	Singles Supplies Reimbursement	38.43
Check Total:						38.43
57725	02/11/2010	Recreation Fund	Memberships & Subscriptions	Ice Skating Institute	Arena/Club Membership Renewal	350.00
Check Total:						350.00
57726	02/11/2010	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	401a William Malinen-Employer Portion	350.28
Check Total:						350.28
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	325.00
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	370.00
57727	02/11/2010	Information Technology	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	490.00
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	200.00
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	3,510.00
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	503.00
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	370.00
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	400.00
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	645.00
57727	02/11/2010	Telecommunications	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	253.00
57727	02/11/2010	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	495.00
57727	02/11/2010	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	170.00
57727	02/11/2010	P & R Contract Maintenance	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	370.00
57727	02/11/2010	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	483.00
57727	02/11/2010	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	90.00
57727	02/11/2010	Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	370.00
57727	02/11/2010	Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	200.00
57727	02/11/2010	License Center	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	573.00
57727	02/11/2010	Sanitary Sewer	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	170.00
57727	02/11/2010	Water Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	370.00
57727	02/11/2010	Golf Course	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb	70.00
Check Total:						10,427.00
57728	02/11/2010	Recreation Fund	Fee Program Revenue	Karen Johnson	Candlelight Skiing Refund	6.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						6.00
57729	02/11/2010	Recreation Fund	Building Rental	Clifton Jones	Damage Deposit Refund	400.00
Check Total:						400.00
57730	02/11/2010	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copy Charges	2,585.87
57730	02/11/2010	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copy Charges	93.46
Check Total:						2,679.33
57731	02/11/2010	General Fund	210600 - Union Dues Deduction	LELS	Payroll Deduction For 2/9 Payroll	1,596.00
Check Total:						1,596.00
57732	02/11/2010	Community Development	Advertising	Lillie Suburban Newspaper Inc	Notices	33.38
57732	02/11/2010	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices	29.88
Check Total:						63.26
57733	02/11/2010	General Fund	210600 - Union Dues Deduction	Local Union 49	Payroll Deduction for 2/9 Payroll	806.00
Check Total:						806.00
57734	02/11/2010	Recreation Fund	Operating Supplies	Meyer Enterprises	Starter	192.38
Check Total:						192.38
57735	02/11/2010	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	72.00
Check Total:						72.00
57736	02/11/2010	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Case #: 001023511002	292.00
Check Total:						292.00
57737	02/11/2010	Community Development	Building Surcharge	MN Dept of Labor and Industry	Building Permit Surcharges	692.67
57737	02/11/2010	Community Development	Miscellaneous Revenue	MN Dept of Labor and Industry	Building Permit Surcharges-Retention	-25.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						667.67
57738	02/11/2010	Recreation Fund	Memberships & Subscriptions	MN Dept of Public Safety	Annual Hazardous Material Fee	100.00
Check Total:						100.00
57739	02/11/2010	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	76.74
Check Total:						76.74
57740	02/11/2010	Community Development	Professional Services	Northwest Landscape Inc.	Sidewalk Snow Removal Service	225.00
Check Total:						225.00
57741	02/11/2010	Housing & Redevelopment	AMiscellaneous	Overbye Properties	Overpaid for Booth Electricity-H&G Fair	5.00
Check Total:						5.00
57742	02/11/2010	Recreation Fund	Fee Program Revenue	Lynne Papenfuss	Co-Rec Softball Refund	450.00
57742	02/11/2010	Recreation Fund	Fee Program Revenue	Lynne Papenfuss	Co-Rec Softball Refund	10.00
57742	02/11/2010	Recreation Fund	Collected Insurance Fee	Lynne Papenfuss	Co-Rec Softball Refund	10.00
57742	02/11/2010	Recreation Fund	Fee Program Revenue	Lynne Papenfuss	Co-Rec Softball Refund	60.00
Check Total:						530.00
57743	02/11/2010	Recreation Fund	Contract Maintenance	Park Supply of America, Inc.	Shaft/Bearing	178.15
Check Total:						178.15
57744	02/11/2010	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	206.00
Check Total:						206.00
57745	02/11/2010	General Fund	Postage	Postmaster- Cashier Window #5	PI Permit-Acct. Number 2437	185.00
Check Total:						185.00
57746	02/11/2010	General Fund	211402 - Flex Spending Health	Premier Bank	HSA	1,793.07
57746	02/11/2010	General Fund	211405 - HSA Employer	Premier Bank	HSA	3,570.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						5,363.07
57747	02/11/2010	Storm Drainage	Professional Services	Railroad Management Co. III, L	Pipeline Crossing	99.83
57747	02/11/2010	Water Fund	Rental	Railroad Management Co. III, L	Belt Line Crossing	99.83
Check Total:						199.66
57748	02/11/2010	Information Technology	Miscellaneous Revenue	Ramsey County Library	USAC Reimbursement	7,500.00
Check Total:						7,500.00
57749	02/11/2010	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case#: CV074555	368.03
Check Total:						368.03
57750	02/11/2010	Recreation Fund	Professional Services	Alex Ronchak	Novice Speedskating Coach	100.00
Check Total:						100.00
57751	02/11/2010	Water Fund	Clothing	Michael Ross	Uniform Reimbursement 2010	23.90
57751	02/11/2010	Water Fund	Clothing	Michael Ross	Uniform Reimbursement 2010	63.00
Check Total:						86.90
57752	02/11/2010	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	91.00
Check Total:						91.00
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	110.74
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	175.86
57753	02/11/2010	Information Technology	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	181.49
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	58.45
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	75.37
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	55.18
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	1,307.89
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	183.67
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	268.02
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	200.36
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	49.04
57753	02/11/2010	Telecommunications	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	29.87
57753	02/11/2010	Solid Waste Recycle	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	29.87

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57753	02/11/2010	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	187.29
57753	02/11/2010	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	26.99
57753	02/11/2010	P & R Contract Maintenance	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	185.88
57753	02/11/2010	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	151.47
57753	02/11/2010	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	58.90
57753	02/11/2010	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	165.33
57753	02/11/2010	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	66.25
57753	02/11/2010	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	57.55
57753	02/11/2010	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	72.50
57753	02/11/2010	License Center	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	258.09
57753	02/11/2010	Charitable Gambling	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	8.00
57753	02/11/2010	Sanitary Sewer	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	97.50
57753	02/11/2010	Water Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	112.97
57753	02/11/2010	Golf Course	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	31.60
57753	02/11/2010	Golf Course	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	28.08
57753	02/11/2010	Storm Drainage	Employer Insurance	Standard Insurance Company	Life Insurance Premium-Feb 2010	57.82
57753	02/11/2010	General Fund	210500 - Life Ins. Employee	Standard Insurance Company	Life Insurance Premium-Feb 2010	1,899.30
Check Total:						6,191.33
57754	02/11/2010	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	350.75
57754	02/11/2010	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.35
57754	02/11/2010	Housing & Redevelopment	Professional Services	Sheila Stowell	HRA Meeting Minutes	86.25
Check Total:						441.35
57755	02/11/2010	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware	Plumbing Supplies	23.88
57755	02/11/2010	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware	Wrench, Pliers	33.64
57755	02/11/2010	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware	Power Equipment Parts	27.76
57755	02/11/2010	Recreation Fund	Operating Supplies	Suburban Ace Hardware	Grommet	10.68
57755	02/11/2010	Recreation Fund	Operating Supplies	Suburban Ace Hardware	Blade, Fasteners	32.15
Check Total:						128.11
57756	02/11/2010	Pathway Maintenance Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Concrete with Rebar	150.00
Check Total:						150.00
57757	02/11/2010	General Fund	Vehicle Supplies	Tousley Ford Inc	Motor ASY	50.56
57757	02/11/2010	General Fund	Vehicle Supplies	Tousley Ford Inc	GP749	255.90
Check Total:						306.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57758	02/11/2010	Recreation Fund	Professional Services	Andrew Turner	Novice Coaching	130.00
Check Total:						130.00
57759	02/11/2010	Information Technology	Professional Services	Ulteig Engineers, Inc.	Tower Mapping- Communications Tower 1901	1,350.00
57759	02/11/2010	Information Technology	Professional Services	Ulteig Engineers, Inc.	Structural Analysis-Communications Tower	1,600.00
57759	02/11/2010	Information Technology	Professional Services	Ulteig Engineers, Inc.	Tower Mapping-Communications Tower 2401	1,350.00
57759	02/11/2010	Information Technology	Professional Services	Ulteig Engineers, Inc.	Structural Analysis-Communications Tower	1,600.00
Check Total:						5,900.00
57760	02/11/2010	Recreation Fund	Contract Maintenance	US Environmental Resources	Consulting Service	350.00
Check Total:						350.00
57761	02/11/2010	Recreation Fund	Temporary Employees	Angela Benes	Tap Instruction	240.00
Check Total:						240.00
57762	02/11/2010	Recreation Improvements	Playground Improvements	Fra-Dor Blackdirt & Recycle	Rec'd Load	20.00
57762	02/11/2010	Recreation Improvements	Acorn Shelter Demo	Fra-Dor Blackdirt & Recycle	Mulch Delivered 2008 PIP	996.02
57762	02/11/2010	Recreation Improvements	Mulch New Trees	Fra-Dor Blackdirt & Recycle	Mulch Delivered 2009 PIP	918.11
Check Total:						1,934.13
57763	02/11/2010	Recreation Improvements	Other Improvments - RB Tennis	Gametime	Benches	1,885.99
Check Total:						1,885.99
57764	02/11/2010	Water Fund	Watermain Lining	GM Contracting, Inc.	W-08-10 Watermain Replacement	335,694.97
Check Total:						335,694.97
57765	02/11/2010	Storm Drainage	Professional Services	KorTerra Inc.	Training	300.00
57765	02/11/2010	Sanitary Sewer	Professional Services	KorTerra Inc.	Training	300.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
57765	02/11/2010	Water Fund	Professional Services	KorTerra Inc.	Training	300.00
Check Total:						900.00
57766	02/11/2010	Park Dedication Fund	Miscellaneous Expense	LHB Inc	Parks and Recreation Master Plan Update	7,280.00
Check Total:						7,280.00
57767	02/11/2010	Recreation Fund	Transportation	Minnesota Coaches, Inc.	Field Trip Transportation	164.22
Check Total:						164.22
57768	02/11/2010	Recreation Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	9.92
57768	02/11/2010	Recreation Fund	Office Supplies	US Bank	Petty Cash Reimbursement	7.21
57768	02/11/2010	Recreation Fund	Transportation	US Bank	Petty Cash Reimbursement	19.00
57768	02/11/2010	P & R Contract Maintenance	Professional Services	US Bank	Petty Cash Reimbursement	15.00
57768	02/11/2010	P & R Contract Maintenance	Training	US Bank	Petty Cash Reimbursement	47.60
Check Total:						98.73
57769	02/11/2010	Water Fund	Professional Services	Water Conservation Service, In	Locate Water Leaks	639.44
Check Total:						639.44
57770	02/11/2010	General Fund	210300 - State Income Tax W/H	Wisconsin Dept of Revenue	Payroll Deduction for 12/29 Payroll	1,561.75
Check Total:						1,561.75
Report Total:						1,840,453.65

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/22/2010
Item No.: 7.b

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Description	Amount
Streets	Deery American Corp	Crackseal material	\$ 6,210.00
Streets	Towmaster Inc.	Truck chassis, plow, wing	76,548.52
Police	Data911	19 laptops for Police vehicles	106,639.40

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description
N/A	N/A

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

19 **STAFF RECOMMENDATION**

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

22 **REQUESTED COUNCIL ACTION**

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

25

26

Prepared by: Chris Miller, Finance Director

Attachments: A: None

27

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/22/10

Item: 7.c

Department Approval



City Manager Approval



Item Description: Authorization for the 2010 PIP Program

BACKGROUND

In 1990, the City Council established the Park Improvement Program (PIP). The goals for the program are:

1. To increase the aesthetics of all Roseville parks.
2. To make upgrades to park facilities and amenities with the goal to reduce daily maintenance needs.
3. To bring all park facilities up to city code and to meet recognized safety standards in all city parks.
4. To insure that all parks are used to their fullest potential while protecting natural resources and open space.
5. To repair and replace any park facilities and related amenities that is in need of repair because of their age and condition.
6. To make upgrades, enhancements and replacements without incurring unusual costs for rehabilitation or redevelopment.
7. To make improvements based on the most up-to-date professional standards.

The PIP process is as follows:

1. All improvements will meet the latest appropriate safety requirements, municipal and state codes and professional standards.
2. Staff will review proposed work with the Parks and Recreation Commission.
3. Improvements will be designed to meet required standards and minimize and/or reduce maintenance procedures currently required.
4. The majority of the reconstruction labor will be contracted allowing park maintenance staff to concentrate on regular maintenance concerns.
5. Standard procedures will be used for drawing specifications, advertising for bids, receiving quotes and awarding contracts.

Since 1990, the funding level of the Park Improvement Program has diminished and has allowed for smaller and limited projects and is as follows:

<u>YEAR</u>	<u>AMOUNT</u>
1990-2003	\$250,000
2004	\$174,000
2005	\$150,000
2006	\$150,000

2007	\$175,000
2008	\$215,000
2009	\$215,000
2010	\$185,000

In 2008 and 2009 a total of \$95,000 from the PIP budget had been reallocated to remove diseased and hazardous trees from boulevards.

The following projects for 2010 have been reviewed and recommended by the Parks and Recreation Commission and recommended by staff:

<u>ITEM</u>	<u>AMOUNT</u>
1. Tennis/basketball court repairs/resurface (2-3 courts)	\$20,000
2. Tennis court lighting: Rosebrook Park repair, other improvements	\$15,000
3. Playground improvements	\$13,000
• Add safety surface	
• Replace rope cable/cargo nets	
• Replace border @ 1 park	
4. Nature Center improvements	\$15,000
• Carpet replacement (related improvements)	
• Painting/staining improvements	
5. Netting replacement for ballfields	\$ 8,000
6. Athletic field upgrades	\$20,000
• Central Park Victoria ballfield – redo one field	
• Infield maintenance –various locations	
• Aglime surface/safety material – various locations	
7. Tree mulch	\$ 5,000
8. Rosebrook pool sandblasting and painting	\$ 5,000
9. Oasis Park rink lights repaired	\$ 5,000
10. Langton Lake Park erosion control – turf repair	\$ 5,000
11. Central Park community gym storage cabinet/shelving	\$ 3,000
12. Acorn Park disc golf course improvements	\$ 7,000
13. Central Park fishing pier replacement – in cooperation with the DNR	
• The Department of Natural Resources (DNR) to cover majority of material costs directly association with the pier	\$ 2,000
14. Muriel Sahlin Arboretum drainage improvements	\$ 3,000
• Pathway drainage improvements	
15. One playground replacement	\$50,000
• (yet to do full analysis, i.e. Evergreen Park ,1991model)	
16. Amenities; picnic table, grills, trash cans and lids	\$ 9,000
17. Park identification sign maintenance – staining/repairs (\$2,000)	\$Value eng.
18. Volunteer projects – Eagle Scout, neighborhoods (\$5,000)	\$Value eng.
19. Roof replacement at Mapleview Park shelter (est. \$5,000)	\$Value eng.
20. Additional athletic field and landscaping upgrades (est. \$10,000)	\$Value eng.
21. Replace Villa Park bridges est. (3 @\$25,000 ea.)	\$Value eng.
22. <u>Irrigation system controllers (est. \$10,000)</u>	<u>\$Value eng.</u>
TOTAL	\$ 185,000

80 The value engineering items are not funded and not included in the 2010 budget but would be projects
81 in waiting, should there be savings in other line items.

82
83 The Parks and Recreation Commission have made the unanimous recommendation to approve the
84 projects; however their recommendation included a request to restore the minimum annual funding to
85 \$250,000 in the future.

86 **POLICY OBJECTIVE**

87 The City previously made a substantial investment that needs to be protected and enhanced.

88
89 PIP monies will be spent to redevelop present park facilities rather than construct entirely new projects.

90
91 Additional funding may be used from participating groups to enhance the project.

92 Regular ongoing maintenance will continue to address the problems that are not a part of the adopted
93 current PIP projects to insure completely safe facilities.

94
95 The approved funding level for 2010 is \$185,000.

96 **FINANCIAL IMPACTS**

97 \$185,000 has been approved in the 2010 City Budget for implementation of the PIP. Funding many times is
98 accumulated over a couple of years or coordinated with outside funding sources to complete a project.

99 **STAFF RECOMMENDATION**

100 Based on the completion and analysis of the PIP evaluation process and the unanimous recommendation of
101 the Parks and Recreation Commission, staff recommends that the Council approve the following projects
102 totaling \$185,000:

<u>ITEM</u>	<u>AMOUNT</u>
1. Tennis/basketball court repairs/resurface (2-3 courts)	\$20,000
2. Tennis court lighting: Rosebrook Park repair, other improvements	\$15,000
3. Playground improvements	\$13,000
• Add safety surface • Replace rope cable/cargo nets • Replace border @ 1 park	
4. Nature Center improvements	\$15,000
• Carpet replacement (related improvements) • Painting/staining improvements	
5. Netting replacement for ballfields	\$ 8,000
6. Athletic field upgrades	\$20,000
• Central Park Victoria ballfield – redo one field • Infield maintenance –various locations • Aglime surface/safety material – various locations	
7. Tree mulch	\$ 5,000
8. Rosebrook pool sandblasting and painting	\$ 5,000
9. Oasis Park rink lights repaired	\$ 5,000
10. Langton Lake Park erosion control – turf repair	\$ 5,000
11. Central Park community gym storage cabinet/shelving	\$ 3,000

124	12. Acorn Park disc golf course improvements	\$ 7,000
125	13. Central Park fishing pier replacement – in cooperation with the DNR	
126	• The Department of Natural Resources (DNR) to	
127	cover majority of material costs directly association with the pier	\$ 2,000
128	14. Muriel Sahlin Arboretum drainage improvements	\$ 3,000
129	• Pathway drainage improvements	
130	15. One playground replacement	\$50,000
131	• (yet to do full analysis, i.e. Evergreen Park ,1991model)	
132	16. Amenities; picnic table, grills, trash cans and lids	\$ 9,000
133	17. Park identification sign maintenance – staining/repairs (\$2,000)	\$Value eng.
134	18. Volunteer projects – Eagle Scout, neighborhoods (\$5,000)	\$Value eng.
135	19. Roof replacement at Maplevue Park shelter (est. \$5,000)	\$Value eng.
136	20. Additional athletic field and landscaping upgrades (est. \$10,000)	\$Value eng.
137	21. Replace Villa Park bridges est. (3 @\$25,000 ea.)	\$Value eng.
138	22. <u>Irrigation system controllers (est. \$10,000)</u>	<u>\$Value eng.</u>
139	TOTAL	\$ 185,000

140 **REQUESTED COUNCIL ACTION**

141 Motion authorizing the 2010 PIP projects as presented with monies to be taken from the \$185,000
 142 appropriated in the 2010 budget for the Park Improvement Program.

143 Prepared by: Lonnie Brokke, Director of Parks and Recreation

REQUEST FOR COUNCIL ACTION

Date: 2/22/10

Item No.: 7.d

Department Approval

City Manager Approval

WJ Malinen

Item Description: Receive Update of City Grant Applications

BACKGROUND

On May 18, 2009, the Council passed a resolution authorizing the City Manager to execute certain grant applications on behalf of the City and to report any applications to the City Council. The City has applied for several grants in the past several months.

POLICY OBJECTIVE

To notify the Council of grant applications that the City has applied for in recent months.

STAFF RECOMMENDATION

Receive the report.

REQUESTED COUNCIL ACTION

Receive the report.

Prepared by: **William J. Malinen, City Manager**

Attachments: A: Resolution 10711, Authorizing the City Manager to Execute Certain Grant Applications
 B: List of grant applications and status report

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 18th day of May, 2009, at 6:00 p.m.

The following members were present: Roe, Johnson, Ihlan, Pust and Klausing

and the following were absent: none.

Mayor Klausing introduced the following resolution and moved its adoption:

**RESOLUTION No. 10711
Resolution Authorizing the City Manager to Execute Certain
Grant Applications on behalf of the City of Roseville**

WHEREAS, the City of Roseville has applied for a variety of grants which benefit the City; and

WHEREAS, the Roseville City Council encourages staff to continue to identify and apply for grants as a means to fund the policies, priorities and programs of the City, as established by actions of the Council; and

WHEREAS, grant submittals sometimes require verification of authority to submit an application on behalf of the City, and the required timeframes for submittal sometimes may not allow for Council authorization prior to application deadlines.

NOW, THEREFORE, BE IT RESOLVED, that the City of Roseville does hereby authorize the City Manager to execute grant applications on behalf of the City of Roseville in cases where Council authorization is not required or is required but cannot be practically obtained prior to an application deadline, and where any matching funds or other city financial obligation related to the grant are accounted for either in the City budget or by previous Council action; and

BE IT FURTHER RESOLVED, that the City Manager will report any such grant applications to the City Council after the application is submitted.

The motion for the adoption of the foregoing resolution was duly seconded by Member Roe, and upon a vote being taken thereon, the following voted in favor thereof: Roe, Johnson, Ihlan, Pust and Klausing
and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

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 18th day of May, 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 18th day of May, 2009.



William J. Malinen, City Manager

(Seal)

City of Roseville Grant Applications

2/22/10

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
The US Conference of Mayors—Main Street Economic Recovery Survey on Infrastructure Job Potential	Commercial Officer – 1 yr	\$120,000	3/09	PD				Yes		0	
MN Dept of Human Rights	Facilitated Training for HRC	\$1,500	4/09	AD	None				7/23/09	\$1,500	
Bureau of Justice Assistance	CSO – 1 yr CITs – 1 yr	\$31,828	4/09	PD	None				7/24/09	\$31,828	04/13/09
COPS Hiring Recovery Program	Three Officers	\$601,500	4/09	PD				9/01/09		0	
MN Dept of Health	Alcohol Compliance Checks	\$3,720	7/09	PD				8/10/09		0	
US Dept of Homeland Security <i>8/17/09 Award Period September 2009</i> <i>11/23/09 First round of grants awarded in October, We were not included in the first round of grants. Pending further award rounds before end of 2009.</i>	Assistance to Firefighters, Fire Station Construction	\$4,927,110	7/09	FD	Land Purchase, Landscaping, Some Bldg Equip, Interior Finishing, Office Equip, Interior Furniture					0	
MN Office of Justice Programs Recovery Act	New RMS, Mobile, Field Reporting Pkg	\$400,032	7/09	PD	None				09/09	\$400,032	09/28/09
MN DEED	Property acquisition, construction segment of TL Pkwy and reconstruction of Prior	\$1,000,000	8/09	CD	Matching Funds: 1,000,000	CC	07/27/09		11/9/09	\$1,000,000	2/22/10

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
	Avenue										
ARRA Federal Stimulus Recovery Act – Geothermal Technologies Program Grant	Extension of Geothermal to Mtnce Bldg & City Hall	\$1,154,480	8/09	PW	Matching Funds 1,154,480	CC	07/27/09	10/09		0	
Ramsey County Sheriff's Office and the Minnesota Department of Public Safety	Overtime for Safe & Sober participation	\$52,170		PD	None	3CC	10/19/09		10/19/09	\$52,170	10/19/09
Ramsey County Environmental Response Fund	Brownfields cleanup	\$30,000	8/09	CD	N/A				09/09	\$30,000	12/21/09
Metropolitan Council Livable Communities Program	Site acquisition, stormwater management, and pedestrian improvements associated with Sienna Green Phase 2	\$297,100	8/09	CD	N/A	CC	9/14/2009		1/13/10	\$202,100	
Ramsey County Environmental Response Fund	Brownfields Cleanup	\$344,570	11/06	CD	N/A				12/01/09	\$180,570	
Lakeridge	Defibrillator	\$500	3/09	PD	None				03/09	\$500	04/13/09
Kiwanis	Defibrillator	\$500	3/09	PD	None				03/09	\$500	04/13/09
TCF	Defibrillator	\$1,000	6/09	PD	None				06/09	\$1,000	06/09
MN Dept of Human Rights	Community Outreach	\$1,500	9/09	AD	None				10/22/09	\$1,500	Yes
MN Dept of Human Rights	Civic Engagement	\$1,500	12/09	AD	None				01/10	\$1,500	
MN Pollution Control Agency	Stipend for Two GreenCorps Volunteers	0	7/09	AD, PR, PW	Office space, support	CC	7/20/09	9/09		0	
Minnesota Department of Agriculture	Forest Protection Grant for Emerald Ash Borer	\$100,000		PR	15% In-Kind or Cash Match				1/15/10	\$50,000	1/11/10
Dept of Homeland Security National Urban Area Security Initiative Program	Bear Cat (an impregnable vehicle for use by the East	\$230,000	07/09	PD	None				09/09	\$230,000	Pending Ramsey Co

[illegible]

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: Feb 22, 2010

Item No.: 7.e

Department Approval



City Manager Approval



Item Description: **Accept Full Funding To Be Used Exclusively Towards The Purchase Of A Special Response Vehicle**

BACKGROUND

In July 2009, the Roseville Police department applied for funding through the Department of Homeland Security to purchase one multi-use Special Response/Haz-Mat/Bomb-Response/Mobile Command Vehicle for East Metro Swat (EMS) for response to Chemical, Biological, Nuclear and Explosives (CBNNE) incidents, and also to serve in a critical support role for Explosive Ordinance Disposal (EOD), HazMat, Weapons of Mass Destruction (WMD), fire personnel, or any other personnel equipped and trained to detect chemical, biological and radiological weapons or materials responding to the scene.

EMS serves the Roseville Police Department, St. Anthony Police Department, New Brighton Public Safety Department and North St. Paul Police Department. The cities served by EMS have four major retail shopping centers, the University of Minnesota, Northwestern College, five high schools (over 6,400 total students), more than a dozen elementary and middle schools, the Minnesota State Fair, many nursing homes, medical facilities and small businesses. The Minnesota Lottery Headquarters are located within East Metro Swat's jurisdiction along with Guidant John Rose Ice Skating Oval, the Valero and Magellan Oil facilities, Minneapolis Water Supply Reservoir, Saint Paul Water Supply Reservoir, Minnesota Railroad lines, the secondary State Emergency Operations Center (New Brighton Public Safety) and approximately 50 Tier II federally mandated chemical reporting facilities which contain hazardous substances. The City of Roseville houses State Patrol Dispatch Center (the hub for the 800 MHz radio system), the Department of Transportation highway traffic camera system, and Rosedale Center.

East Metro Swat lacks a special-purpose vehicle for the transport of equipment and trained personnel for response to Hazardous Material Tactical Operations (HMTOC)/WMD/CBRNE incidents and to enhance response capabilities in a safe and protected manner. The team currently responds in general purpose vehicles without ballistic protection that offer little or no protection for responding personnel against explosions or projectiles or any other hazard that may be found at such a site. Therefore, those persons who have the training and expertise to absolutely resolve or effectively deal with a HMTOC/WMD/CBRNE event are put at the greatest risk before they are able to deploy and may, in fact, be eliminated before any cohesive response can be formulated.

In September 2009, the Department was notified that its application for grant funding of a special purpose vehicle was approved.

The awarded vehicle is capable of rescuing a substantial number of victims as well as providing a platform for armed officers to engage and eliminate threats to rescuers and citizens. By providing existing tactical response teams with a hardened rescue vehicle capabilities are greatly enhanced to safely respond to nearly any HMTOC/WMD/CBRNE situation.

Currently, only one of these vehicles exists in the Twin Cities metropolitan area. This vehicle is housed in Hennepin County. In the event of a terrorist attack involving the destruction of bridges, the vehicle could be prevented or hindered in its response to the eastern portion of the metropolitan area.

On 12/18/08, officers from East Metro Swat utilized the lone Bear Cat from the Edina Police Department after coming under fire during a Hazardous Material Tactical Operation. The vehicle was requested after officers exchanged fire with an armed suspect, causing two members of the team to be shot. Officers had to wait a significant time for the Bear Cat to arrive due to the lack of any Bear Cat in the eastern portion of the metro area.

A second vehicle strategically located would greatly enhance response to the entire region. It would also provide a back up should one of the vehicles be out of service or in use. Storage locations of the hardened rescue vehicle should be based on the existence of an established, well-trained team. East Metro Swat will house the vehicle in a central location to the cities it serves and likely mutual aid requests. The team will assume the maintenance and insurance costs of the assigned vehicle. A yearly inspection of the vehicle and updating of emergency contact numbers would ensure that they constantly remain available for use.

This multi-use, hardened special response rescue vehicle can be utilized in several roles at the incident sites: it can be used as a protective/covered command post or a mobile command unit. It can also be used for transport to and from the hot zones and deployment sites for bomb technicians, hazmat/WMD personnel and, primarily, for the deployment of special weapons personnel (Tactical Team members) at a CBRNE or HMTOC site.

The only such vehicle currently in production is manufactured by Lenco Company. The vehicles are called the B.E.A.R. and Bear Cat. They are the rescue/response vehicles currently being utilized by the Washington DC Metro Police Department, Miami Dade Police Department, Los Angeles Police Department, Los Angeles Sheriff's Department, St. Louis County Police Department, South Carolina Law Enforcement Division, New Jersey State Police, Virginia State Police, as well as other law enforcement agencies and military units nationwide. The hardened vehicles are versatile, and provide "wrap around" explosion and projectile protection.

POLICY OBJECTIVE

The East Metro Swat team proposes the use of a Special Response/Haz-Mat/Bomb-Response/Mobile Command Vehicle for East Metro Swat for response to CBRNE incidents, and also to serve in a critical support role for EOD, HazMat, WMD, fire personnel, or any other

78 personnel equipped and trained to detect chemical, biological and radiological weapons or
79 materials responding to the scene. This hardened vehicle can also be utilized by EMS in support
80 of smaller, less equipped agencies, or any agency that requests our assistance in dealing with any
81 such event or incident.

82
83 As stated previously, there is currently only one such vehicle in the metropolitan area. A second
84 vehicle strategically located will greatly enhance response to the entire region. It would also
85 provide a back up should the other vehicle be out of service or in use.

86
87 **BUDGET IMPLICATIONS**

88 None. The grant funding allows for the full purchase of the Lenco Bearcat in the amount of
89 \$227,557.

90
91 **STAFF RECOMMENDATION**

92 The police department is recommending it be allowed to accept funding to be used exclusively
93 for the purchase of one multi-use Special Response/Haz-Mat/Bomb-Response/Mobile Command
94 Vehicle for East Metro Swat; specifically, the Lenco Bearcat.

95
96 **REQUESTED COUNCIL ACTION**

97 The police department is requesting Council approval to accept funding to be used exclusively to
98 cover the cost of the purchase of one multi-use Special Response/Haz-Mat/Bomb-
99 Response/Mobile Command Vehicle for East Metro Swat; specifically the Lenco Bearcat.

100
101
Prepared by: Adm. Sgt. Joshua Arneson
Attachments: Lenco Bearcat Pictures & Specs (4 pages)



THE Lenco BEARCAT® TACTICAL ARMORED SWAT VEHICLE



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SWATtrucks.com



LENCO
ARMORED VEHICLES
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Approved Builder



Lenco BearCat Technical Data

Powertrain

Engine	6.4L V-8 Twin Turbo Diesel
Horsepower	350 @ 3000 RPM
Torque	650 Ft lbs @ 2000 RPM
Transmission	5-Speed Automatic OD
Drive Axles	4-Wheel Drive - Electronic

Power

HVAC	Dual Air Conditioning & Heating
Alternators	(2) -- 320 Amps
Electrical	12 VDC - Dual Batteries
Strobe Lights	(2) Front & (2) Rear
Siren/Pa System	Multi-Tone -- 200 Watt Speaker
Interior Lights	(8) White/Red Lenses
Power Inverter	Option - AC-DC Inverter

Tires & Wheels

Standard	225 /70R x 19.5 / DRW
Upgrade	255 /70R x 22.5 / DRW
Runflats	Option - Hutchinson CRF

Interior

Seating	(10) - 2 Front / 8 Rear on benches
Option	(12) - Increased Length - XL Pkg
Gear Storage	Under bench seats & Tie-Offs
Floor Stand	Increased height from Roof Hatch
Center Console	All Switches & Electrical Equipment
Insulation	Full Ceiling with Headliner

Dimensions (Inches)

Length	222.6
Width	95.7
Height	92
Wheel Base	125

Performance Data

Fuel Capacity	40 Gallons
Approach Angle	41 degrees
Ground Clearance	13"
Side Slope	38 degrees
Gradient	> 60 percent
Fording Depth	28"
Speed	90 MPH
Turning Diameter	38 ft. (curb to curb)

Ballistic Defeat

Body & Glass	7.62 x 51mm AP
Rotating Hatch	Armored, with Gunport
Floor & Fuel Tank	Armored to Blast
Gunports	(10): 4 each side / 2 rear

Some Available Options

• Intercom System	• CBRNE
• Weapon Mounts	• On Board SCBA
• Riot Control	• LRAD System
• HD Ram Devices	• Thermal Camera
• Winch	• Light Bar PKGs

The **Lenco BearCat** is the Standard of the Industry and the primary APC used by SWAT & SRT, Military Police and National Police & Security Forces in vital tactical roles. The BearCat provides live saving armor in Barricaded Suspects callouts, high risk warrants and active shooter scenarios. It's open floorplan allows for response & rescue of downed personnel needing medical intervention. The BearCat can be configured to a wide array of variants including Anti-Riot & Crowd Control, perimeter patrol & security, border patrol and EOD. Lenco vehicles have have readily defeated multi-hit attacks from high powered rifles, combat mortar frag, even IED's. The BearCat has been tested under fire and proven to save lives. Approved by the US State Department & the National Tactical Officers Association.





Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation 7350

Quotation Date: 11/3/09
Tax ID #: 04-2719777

RO016 Roseville Police Department 2660 Civic Center Drive Roseville, MN 55113	Estimated Completion Date:	F.O.B.: Pittsfield, MA
	Approx 210 Days ARO	Ship Via: PICK UP
	Payment Terms: Payable Upon Completion Lenco GSA Contract GS-07F-0390M 1122 Program	
	Inspection & Acceptance: At Lenco Factory, Pittsfield, MA	

Terms and Conditions: Payment Upon PickUp - Transfer of Certificate of Origin Upon Receipt of Payment

Item:	Product #	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch, Counter Balanced) Gasoline Engine is Standard	BC55003	\$197,250.10	\$188,793.00
Options:			
Run-Flat Tires: Set of (6)	BCRF6	6,300.00	6,030.00
(4) Roof Mounted Remote Control Spot Lights	BCRCSL	4,200.00	4,016.00
Radiation Detection Package	BCRAD	5,250.00	5,025.00
Explosive Gas Detection System	BCDRG	5,250.00	5,025.00
Rear Auxiliary AC/Heating System	BCAC	2,000.00	1,914.00
Intercom System; Inside to Outside	PCINT	3,000.00	2,871.00
Radio Prep Package	BCINSRA	525.00	502.00
Whelen Liberty LED Light Bar (Installed)	BCLED	3,055.00	2,924.00
Electric Power Heated Mirrors	BCMIR	1,575.55	1,508.00
Heated Windshield Upgrade	BCHGW	2,250.00	2,153.00
Front Mounted Receiver with Ram Post and Plate	BCFRAM	4,700.54	4,499.00
Backup Camera System with Monitor	BCBU	<u>2,400.00</u>	<u>2,297.00</u>
Net Savings \$10,199.19		\$237,756.19	\$227,557.00
Total Cost of (1) Lenco BearCat, FOB Origin, Pittsfield, MA			<u>\$227,557.00</u>

Specifications Subject to Change

PROPRIETARY

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE

ACCEPTANCE OF PROPOSAL — The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

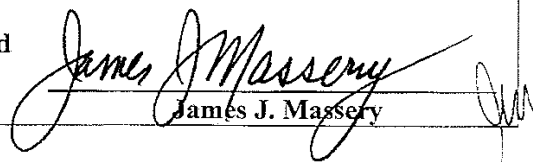
LENCO INDUSTRIES INC.

Authorized
Signature _____

Authorized
Signature _____

Please sign and return

Thank You


James J. Massery

ROSEVILLE
REQUEST FOR COUNCIL ACTION

DATE: 2/22/2010
ITEM NO: 7.f

Department Approval:

P. Trudgen

City Manager Approval:

W. Mahonen

Item Description: Request by St. Paul Regional Water Services for approval of concrete recycling as an INTERIM USE at the Dale Street Reservoir, 1901 Alta Vista Drive (PF10-001)

1.0 REQUESTED ACTION

St. Paul Regional Water Services (SPRWS) is preparing to replace the Dale Street Reservoir at 1901 Alta Vista Drive. Rather than trucking out the concrete rubble from the demolition of the existing reservoir, SPRWS would like to reuse the concrete in the construction of the new reservoir, and is therefore seeking approval of a temporary concrete crushing/recycling operation as an INTERIM USE, pursuant to §1013.09 (Interim Uses) of the City Code.

Project Review History

- Application submitted and determined complete: December 31, 2009
- Sixty-day review deadline: March 1, 2010
- Planning Commission recommendation (5-0 to approve): February 3, 2010
- Project report prepared: February 11, 2010
- Anticipated City Council action: February 22, 2010

2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission to approve the proposed INTERIM USE, subject to certain conditions; see Section 7 of this report for details.

3.0 SUMMARY OF SUGGESTED ACTION

Adopt a resolution approving the proposed INTERIM USE, pursuant to §1013.09 (Interim Uses) of the City Code, subject to conditions; see Section 8 of this report for details.

4.0 BACKGROUND

The Dale Street Reservoir is located within Reservoir Woods Park on property which is not owned by the City of Roseville. Nevertheless, the site has easements for park use and has a Park & Open Space (POS) designation in both the Comprehensive Plan and zoning code.

26 **5.0 INTERIM USE APPLICATIONS**

27 Section 1013.09 (Interim Uses) of the City Code establishes the regulations pertaining to
28 INTERIM USES.

29 5.1 Section 1013.09A states: *The City Council may authorize an interim use of property.*
30 *Interim uses may not be consistent with the land uses designated on the adopted Land*
31 *Use Plan. They may also fail to meet all of the zoning standards established for the*
32 *district within which it is located.*

33 5.2 Section 1013.09B states: *The City Council may attach conditions to Interim Use Permits*
34 *[sic]. In reviewing [such] applications, the City will establish a specific date or event that*
35 *will terminate the use on the property. The Council will also determine that the approval*
36 *of the interim use would not result in adverse effects on the public health, safety, and*
37 *general welfare, and that it will not impose additional costs on the public if it is*
38 *necessary for the public to take the property in the future.*

39 5.3 An applicant seeking approval an INTERIM USE is required to hold an open house meeting
40 to inform the surrounding property owners and other interested attendees of the proposal,
41 to answer questions, and to solicit feedback. The open house was held on December 15,
42 2009; according to the sign-in sheet submitted with the INTERIM USE application
43 approximately a dozen people attended the open house meeting. A summary of the open
44 house meeting is included with this staff report as Attachment D.

45 **6.0 STAFF COMMENTS**

46 6.1 Interim uses typically represent departures from what is allowed by the normal zoning
47 requirements. The POS zoning district permits golf courses, country clubs, tennis clubs,
48 pools, parks, and other recreational facilities, and allows essential services and City
49 structures and uses as *conditional* uses. Roseville's zoning code does not define
50 "essential services", but other communities' definitions describe essential services as
51 structures, uses, or facilities related to sewer, water, electricity, communications, and so
52 on. While the reservoir would be considered an "essential service," the facility appears
53 on aerial photographs to at least as far back as 1940 (the oldest in Ramsey County's
54 online map application), which predates the zoning ordinances; because the reservoir
55 predates the zoning regulations it is considered a legal nonconforming use and, since the
56 reservoir will not be expanded in the reconstruction project, it does not need to be
57 approved as a conditional use.

58 6.2 Concrete crushing operations must operate within the permit requirements of the
59 Minnesota Pollution Control Agency (MPCA) as well as the requirements of other State
60 and Federal agencies pertaining to air emissions, noise, odors, and fugitive dust. During
61 the May 3, 2006 public hearing related to a similar recycling operation to be located in
62 the Twin Lakes area, a contractor specializing in concrete recycling explained that
63 vibrations from crushing operations are typically not felt beyond 150 feet, and the City
64 Planner was able to confirm the limited range of the noticeable vibrations by inspecting
65 another active crushing operation. No residences are within 500 feet of the reservoir site
66 where the proposed crushing operation would be located.

67 6.3 If the proposed concrete recycling operation is not approved as an INTERIM USE, the
68 applicant has indicated that the remaining alternative for removing the approximately

18,000 cubic yards of rubble after the demolition of the existing reservoir would be to haul it off site to a landfill, requiring between 600 and 900 truck trips. If the INTERIM USE is approved, SPRWS intends to begin the demolition and recycling almost immediately after the City Council action; this would help to minimize the noise impacts of the operation because the windows of nearby residences are likely to be closed against the cold weather.

6.4 Roseville's Development Review Committee reviewed the proposed INTERIM USE on January 14 and 21, 2010 and has indicated support for the proposal as long as following concerns are addressed:

- a. The City Code allows projects like this to run from 7:00 a.m. until 10:00 p.m. on weekdays and 9:00 a.m. until 9:00 p.m. on weekends, but to minimize disruptions to the nearest residents caused by noise, the crushing operation should be limited to 8:00 a.m.-8:00 p.m. on weekdays and 9:00 a.m.-8:00 p.m. on weekends;
- b. Once Public Works staff assesses the current condition of the pavement on the pathways/parking areas leading from Alta Vista Drive/Stuber Road to the reservoir site, SPRWS should be responsible for protecting and/or repairing damage to those areas as necessary after the completion of the reconstruction project. Additionally, movement of heavy vehicles and equipment to/from the site could be limited, depending on when road restrictions go into effect during the spring thaw. The applicant has been anticipating this and had already been considering project timing and methods of reducing impacts to the paved areas;
- c. Public Works staff also indicated that maintenance access to the cellular tower and ground equipment will need to be preserved during the project. The SPRWS project team should work with Public Works staff to address this requirement;
- d. In addition to the primary paved trail crossing the reservoir site, Parks and Recreation Department staff had indicated the presence of a number of un-paved paths that traverse the area around the reservoir and requested a safety plan to ensure that park users are adequately informed of or restricted from the project area; the applicant should provide a draft safety plan to Parks and Recreation staff for review. Parks staff also noted the presence of several park amenities and features that should be protected during the project but has not yet specifically identified those items; and
- e. When a recycling contractor has been selected, the applicant should provide a more-detailed site plan to Community Development staff so that the final arrangement of equipment and piles rubble and crushed material can be reviewed. Staff anticipates that the contractor will be selected and that a final site plan will likely be available prior to the City Council meeting.

6.5 PUBLIC HEARING

The duly noticed public hearing for this request was held by the Planning Commission on February 3, 2010. Much of the public comment, from people who attended the meeting or who sent email to staff prior to the meeting, revolved around the demolition of the existing reservoir or the construction of the new facility; while issues related to the removal and replacement of the reservoir are not insignificant, they are not germane to

the requested approval of a temporary concrete recycling operation. Draft minutes of the public hearing are included with this staff report as Attachment E.

7.0 RECOMMENDATION

7.1 After holding the public hearing to consider the proposal and the related public comment, the Planning Commission voted unanimously (i.e., 5-0) to recommend approval of the proposed INTERIM USE, subject to several conditions.

7.2 Based on the comments and findings outlined in Sections 4-6 of this report, the Planning Division concurs with the recommendation of the Planning Commission to approve the proposed INTERIM USE, allowing the temporary concrete recycling operation at the Dale Street Reservoir, subject to the following conditions:

- a. The project site shall be limited to the general area indicated on the site plan reviewed with this application as Attachment C;
- b. Materials to be recycled shall be limited to the rubble generated by the demolition of the Dale Street Reservoir facility;
- c. The temporary operation shall employ best management practices (e.g., watering piles, installing silt fencing, etc.) to control dust and potential stockpile erosion. Said erosion control plan shall be reviewed and approved by the City Engineer;
- d. Operation of recycling equipment shall be limited to the hours of 8:00 a.m.-8:00 p.m. on weekdays and 9:00 a.m.-8:00 p.m. on weekends;
- e. The applicant shall be responsible for protecting and/or repairing damage to the pavement on the pathways/parking areas leading from Alta Vista Drive/Stuber Road to the reservoir site after the completion of the reconstruction project;
- f. The applicant shall work with Public Works staff to ensure the preservation of maintenance access to the adjacent cellular tower and ground equipment during the project;
- g. The applicant shall work with Parks and Recreation staff to develop and implement a park safety plan to ensure that park users are adequately informed of or restricted from the project area; and
- h. Once approved the recycling operation shall be discontinued by 8:00 p.m. on May 15, 2010 or upon the completion of the recycling, whichever comes first.

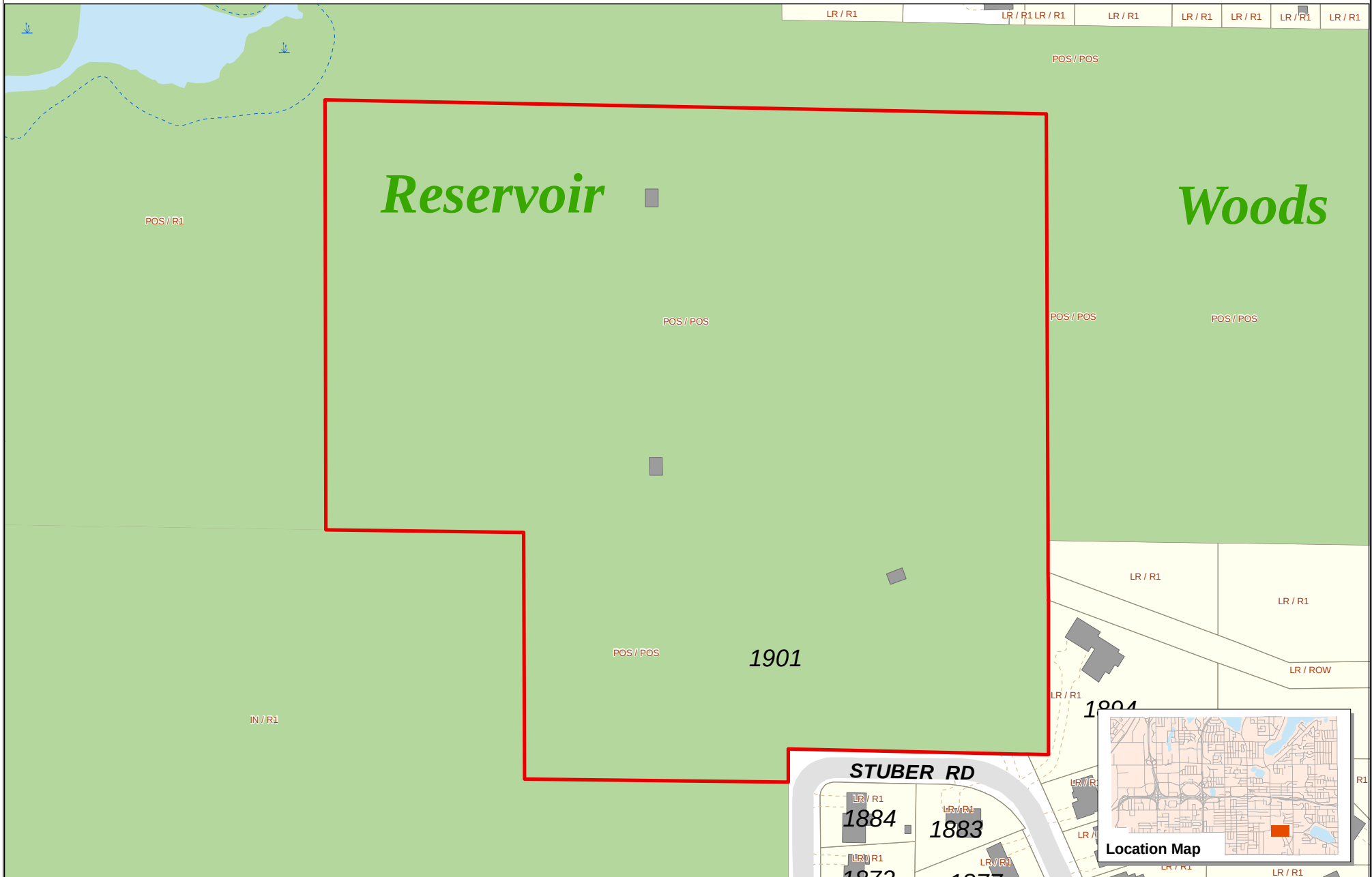
8.0 SUGGESTED ACTION

Adopt a resolution approving the proposed INTERIM USE for SPRWS to allow the temporary recycling of concrete at the Dale Street Reservoir, 1901 Alta Vista Drive, based on the comments and findings of Sections 4-6 and the conditions of Section 7 of this report.

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

Attachments:	A: Area map	D: Open house meeting summary
	B: Aerial photo	E: Draft public hearing minutes
	C: Site plan	F: Draft resolution

Attachment A: Location Map for Planning File 10-001



Prepared by:
Community Development Department
Printed: January 27, 2010



Site Location

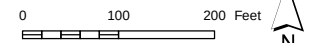
LR / R1 Comp Plan / Zoning Designations

Data Sources

* Ramsey County GIS Base Map (1/4/2010)
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 10-001



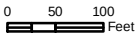
Prepared by:
Community Development Department
Printed: January 27, 2010



Site Location

Data Sources
* Ramsey County GIS Base Map (1/4/2009)
* Aerial Data: Kucera (4/2009)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
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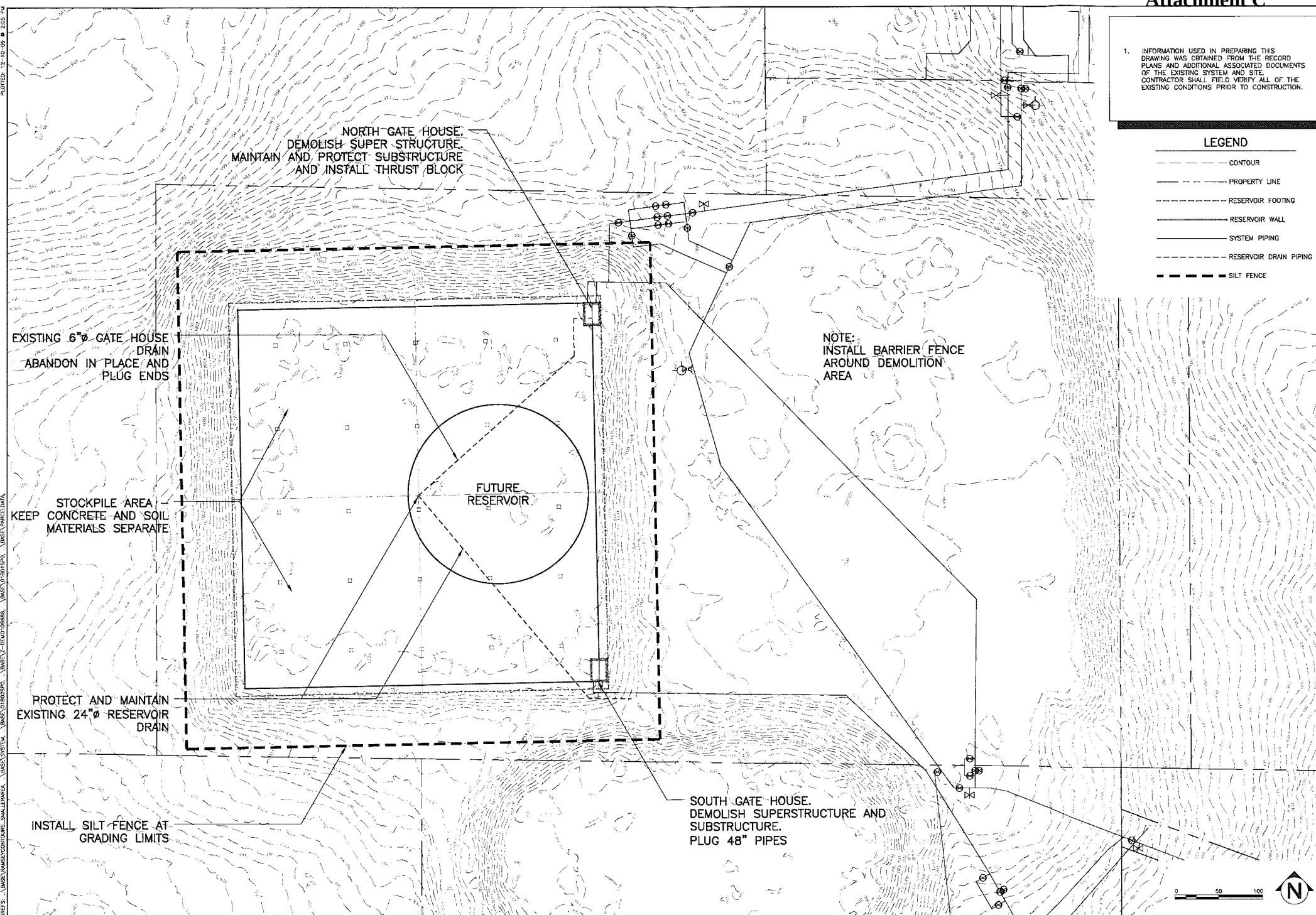
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1. INFORMATION USED IN PREPARING THIS DRAWING WAS OBTAINED FROM THE RECORD PLANS AND ADDITIONAL ASSOCIATED DOCUMENTS OF THE EXISTING SYSTEM AND SITE. CONTRACTOR SHALL FIELD VERIFY ALL OF THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

LEGEND

- CONTOUR
- PROPERTY LINE
- RESERVOIR FOOTING
- RESERVOIR WALL
- SYSTEM PIPING
- RESERVOIR DRAIN PIPING
- SILT FENCE



Open House Summary

St. Paul Regional Water Services

Demolition of the 30,000,000 Gallon Concrete Reservoir

Located in Reservoir Woods

The Open House was held on Tuesday, December 15, 2009 from 6:00 p.m. to 8:00 p.m. at the SPRWS offices at 1900 Rice Street. The Attendance List is attached. Also in attendance representing SPRWS were: Tim Bagstad, SPRWS
Brad Eilts, SPRWS
Steve Campbell, SEH

A number of issues were raised by the attendees. They are listed as follows, along with the responses that were provided.

Noise generated by the crushing equipment. Local demolition contractors have indicated that the decibel levels from their crushing equipment are similar to that of a lawn mower. Because the nearest residence is over 500 feet away and the work is scheduled for early spring, noise impacts on the residents are expected to be minor. Mr. Larry Hudella of Roselawn Cemetery expressed specific concerns about noise levels during graveside services. Mr. Hudella will be invited to meet with the Contactor at the Pre-Construction Conference. If noise levels in the cemetery are found to be a problem, the Contractors equipment run times can be coordinated with the cemetery schedule as necessary.

Dust emissions from the crushing equipment. The contract specifications will require the use of spray type dust abatement devices on the crushing equipment.

Discharge of chlorinated water. When the reservoir is drained, the purged water is piped to a pond on the east side of Dale Street. As a matter of policy, SPRWS dechlorinates all stored water prior to discharge to any surface waters.

Stockpiling of materials. Crushed concrete and soil materials from the demolition will be stockpiled separately for re-use within the footprint of the existing reservoir.

Presence of asbestos in the reservoir. An inspection by a certified inspector will be conducted at the reservoir prior to demolition to determine the presence of asbestos.

Traffic generation. A minor amount of construction traffic will be generated on Alta Vista Drive during mobilization to and demobilization from the site, however the decision to crush the concrete on-site will eliminate the need for 600-900 trips for hauling the materials to a demolition landfill.

Communications Plan: A project website has been established and can be made accessible to the public.

Agency Review: The final demolition contract documents will be forwarded to the Minnesota Department of Health for review.

Planning File 10-001**Request by St. Paul Regional Water Services for approval of concrete recycling as an INTERIM USE at the Dale Set Reservoir, 1901 Alta Vista Drive**

Chair Doherty opened the Public Hearing for Planning File 10-001 at 6:37 p.m.

Associate Planner Bryan Lloyd reviewed staff's analysis of the request by St. Paul Regional Water Services (SPRWS) to reuse the concrete from the demolition of the existing reservoir in the construction of the new reservoir, rather than trucking out the concrete rubble, at the Dale Street Reservoir at 1901 Alta Vista Drive. The request seeks approval of a temporary concrete crushing/recycling operation as an INTERIM USE, pursuant to City Code, Section 1013.09.

Mr. Lloyd noted that the most significant issues would be noise and vibrations during the crushing operations; however, he noted that there were no residents within 150' of the proposed crushing site, with the closest residence being approximately 500' from the location, so impact in the neighborhood should be minimal. Mr. Lloyd advised that, to mitigate any potential noise concerns, City Code stipulated hours of operation on weekdays from 7:00 a.m. – 10:00 p.m., and 9:00 a.m. – 9:00 p.m. on weekends; and staff was recommending an additional condition further reducing those times of operation to 8:00 a.m. – 8:00 p.m. on weekdays; and 9:00 a.m. – 8:00 p.m. on weekends for even less interruption of residents' mornings and evenings.

Mr. Lloyd noted that any potential runoff and dust were regulated by City Code, through watering down of the piles as part of the process; and further monitored by state level agencies.

Staff recommended approval of the requested INTERIM USE, based on the comments and findings of Sections 4 – 6, and subject to conditions as detailed in Section 7 of the staff report dated February 03, 2010. Mr. Lloyd advised that the only condition still pending agreement between staff and the applicant was the ending date suggested for April 30, 2010; with the applicant seeking an additional two (2) weeks, until May 15, 2010, to facilitate any potential delays. Mr. Lloyd further advised that staff had determined that this extension should cause no major impacts to the process.

Discussion included the number of anticipated days required for the crushing operations; completion of demolition with materials stockpiled, then crushed within a contracted period of time, prior to construction of the new facility; and plans of the applicant for dust mitigation.

Applicant Representative, John Klebeck, Short Elliott Hendrickson

Mr. Klebeck advised that the start date of the demolition portion of the project is projected to be approximately March 1, 2010, with a bid opening scheduled for February 24, and pending contract processing. Mr. Klebeck advised that there was no date scheduled yet for the crushing, and would be up to the contractor, but that it was anticipated to begin as early as possible, with the projected May 15, 2010 deadline for completion of that portion of the operation.

Discussion among Commissioners, staff and the applicant included the process for demolition, crushing and use of the crushed materials for the foundation base of the new reservoir; footprint of the new reservoir the same as the original; height of the new reservoir, with final design still pending, but anticipated to be a concrete tank with a domed top and somewhat taller than the original, with bermed materials stockpiled and reused during the re-grading of area around the new tank, which will project further from the ground than the original, even though its capacity will be less than the original tank.

Mr. Klebeck advised that the original tank was constructed in 1918, stipulated where the actual crushing operations would occur on site; changes to the topography of the site the new construction based on gravity flow; composition of materials to be crushed according to MPCA guidelines; identification of project manager Steve Campbell from S.E.H. Engineering for identification of the project scope; and attempts to keep the crushing operation to as limited a time as possible during the spring before windows/doors are opened to keep impacts minimal for the benefit of the neighbors.

Further discussion included materials and/or chemicals that may be or may have been stored in the gatehouses, also scheduled for demolition, with roofing and brick materials proposed to be trucked off-site and not reused; electrical service nodes and alarms as part of the SCADA system for the City of Roseville and St. Paul Regional Water Services (SPRWS); and recommendation of Commissioner Wozniak to contact Ramsey County Environmental Health prior to demolition of the gatehouses to facilitate disposal of fluorescent lighting and other hazardous wastes in the gatehouses.

Mr. Paschke advised that, as standard practice, Ramsey County was notified by staff during the permitting process.

Additional discussion included any impacts, perceived as minimal by the applicant, to the pond on the east side of Dale Street, with the reservoir being currently empty and no discharge planned prior to demolition, with only the SPRWS draining the tank down periodically for normal maintenance; and the new tank having less impact on the pond than the current tank based on its smaller capacity.

Public Comment

Mr. Lloyd advised that, following public notice, staff had received one e-mail from a neighbor seeking additional information related to noise, traffic, and water in the reservoir, similar to those already addressed this evening, and that staff had responded to the individual.

Kathleen Winters, 676 Pineview Court

Ms. Winters expressed appreciation for the additional details available at tonight's meeting, than at the public meeting held in November of 2009; and sought assurances that asbestos and mercury switches had been addressed. Ms. Winters respectfully requested that staff ensure that the environmental survey was comprehensive enough to cover all materials not allowed to be in structures when demolished, including the reservoir and any additional service buildings. Ms. Winters advised that area residents, including her, were interested if other areas of the park or trails from the main gate would be utilized by contractors for access to the construction site.

Mr. Lloyd advised that the majority of the truck traffic was expected to occur before or during demolition and construction, but not during the crushing operation itself. Mr. Lloyd advised that the City's Parks Department was working with the applicant to close off the work site while allowing access to the remainder of the park through use of fences and signage.

Bob Guthrie, 1610 Alameda Street

Mr. Guthrie opined that a number of people in the neighborhood had not been aware of this meeting, including a number of residents utilizing the park on the north and south side. Mr. Guthrie further opined that, while water pressure was not an issue, the lasting visual impact was a concern, specifically taking the footprint as displayed, using the crushed concrete as a base, and extending vertically another 15'. Mr. Guthrie referenced City Code, Chapter 1011.08 related to design standards; zoning of the area for Parks and Open Space; and whether the structure had to be screened; or if a cross-section view was available to allow residents to determine future aesthetics.

Mr. Paschke clarified that the only item before the Planning Commission is the crushing of the existing structure and utilizing that for base materials. Mr. Paschke advised that water towers and how the City regulates them are exempt from code; and that both the City and SPRWS are aware of the height of the new tower and are working cooperatively to minimize the visual impact. Mr. Paschke advised that the new tower would be required, based on other City Code regulations, to meet exterior finish restrictions; however, with no final plans submitted to-date, staff was unable to address those issues until receipt of those plans, which would be handled administratively. Mr. Paschke noted, however, that water towers are exempt from screening and height requirements.

Mr. Klebeck advised that the height of the new tower was still being worked out, with cost considerations a part of that equation based on the type of construction materials used. Mr. Klebeck anticipated that the final overall height would be thirty feet (30'). Mr. Klebeck advised that the height considerations were further based on service to the City in maintaining pumping pressure and high-service pumps with limited operations during peak energy times.

Mr. Klebeck assured the Commissioners and public that the final height consideration, while still under discussion, and impacts to the neighborhood aesthetically for surrounding streets, park land, homes, and the entire neighborhood was a prime concern in their attempts to minimize that impact.

Mr. Paschke committed to having finalized designs, once submitted, available on the City's website for public dissemination, with boards displayed at City Hall as well.

Commissioner Wozniak suggested that the applicant consider having information displayed at the park for public information as well.

Mr. Lloyd noted that the Community Development Department web page was consistently updated with more significant developments occurring in the community and would be the place to find information about the reservoir project as it became available.

Carole Rust, 1826 Alameda Street

Ms. Rust questioned impacts to the surrounding old-growth forest during construction, noting that the

environment, plants, and wildlife were of vital importance to the community, while facilitating access for demolition and/or construction activities.

Mr. Lloyd reviewed the access to the reservoir site itself versus Alta Vista Road and the park, noting the service roads already on the site that would be utilized by contractors.

Mr. Lloyd noted an additional question from the caller he had previously mentioned and his question related to National security considerations to make sure current and future water sources are secure from tampering and/or attack.

Steve Schneider, General Manager, St. Paul Regional Water Services

Without providing specifics due to security issues, Mr. Schneider advised that the existing reservoir was secured via alarms and other means, and the new one would have similar if not upgraded security functions.

Discussion among Commissioners, staff and Mr. Schneider included rationale for replacing the 1918 structure, built to a higher capacity than now needed due to other facilities, and almost exclusive use by only the City of Roseville at this time; construction of the current structure with materials of non-reinforced concrete, and deterioration of that structure since its original construction, even though amazing in its structure and architectural features in the interior of the tank.

Mr. Schneider offered to arrange for limited tours for interested city officials, but unfortunately not available for the general public due to safety considerations, and the need to outfit visitors with harnessing equipment, etc.

Chair Doherty closed the Public Hearing at 7:13 p.m., with no one else appearing for or against.

Discussion among Commissioners and staff included clarifying that design/build issues were not before the Planning Commission, and since construction of the tower is a permitted use, there would be no further hearing before the Planning Commission or City Council, with only administrative review and approval at the staff level for those aspects of the project. Mr. Paschke again advised that only purpose for this hearing was for the Interim Use application for the crushing operation that required Planning Commission and City Council action.

Further discussion included the advantages in minimizing impacts by crushing and reusing the materials on-site rather than trucking them off site and creating additional truck traffic and noise.

Mr. Paschke advised that, in reference to crushing operation noises, he had personally visited a crushing site at I-694 and the former Ramsey County Public Works Garage on Rice Street in Roseville, to document the operation on film with sound to better determine actual impacts. Mr. Paschke advised that there was minimal noise at 150' and that it didn't sound much different than standing next to I-694, with that crushing site located just off Owasso Boulevard. Mr. Paschke advised that there was construction-type noise all around the site, but as one moved further away, it was not that obvious, and blended with other surrounding noises. Mr. Paschke advised that residential properties adjacent to this site were not as close in proximity as homes were for that previous project.

Commissioners Gottfried and Gisselquist concurred that attempting to complete the crushing operation in the spring was fortuitous and that crushing on site, as opposed to the noise and dust from trucks hauling off-site was the lesser of two evils in getting the work completed.

MOTION

Member Boerigter moved, seconded by Member Wozniak to RECOMMEND TO THE CITY COUNCIL APPROVAL of an INTERIM USE for Saint Paul Regional Water Services (SPRWS) to allow the temporary recycling of concrete at the Dale Street Reservoir, 1901 Alta Vista Drive, based on the comments and findings of Section 4 – 6 and the conditions of Section 7 as detailed in the staff report dated February 03, 2010; amended as follows:

Condition H: modify completion date from April 30 to May 15, 2010.

Commissioner Wozniak encouraged the applicant and City staff to take every available option to update the community with the status of the project as it pertains to final design.

Mr. Paschke duly noted this request.

Ayes: 5

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 22nd day of February 2010 at 6:00 p.m.

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

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

RESOLUTION NO. _____
**A RESOLUTION APPROVING CONCRETE RECYCLING AT THE DALE STREET
RESERVOIR AS AN INTERIM USE IN ACCORDANCE WITH §1013.09 OF THE
ROSEVILLE CITY CODE FOR SAINT PAUL REGIONAL WATER SERVICES
(PF10-001)**

WHEREAS, Saint Paul Regional Water Services owns the Dale Street Reservoir property, adjacent to 1901 Alta Vista Drive; and

WHEREAS, the subject property is legally described as:
**Section 14 Township 29 Range 23 the S 652.5 ft of E 700 ft of SW 1/4 of NE 1/4 & S 652.5 ft
of W 400 ft of SE 1/4 of NE 1/4 in Sec 14 Tn 29 Rn 23
PIN: 14-29-23-13-0003**

WHEREAS, the property owner seeks to allow the temporary operation of concreting crushing equipment; and

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed INTERIM USE on February 3, 2010, voting 5-0 to recommend approval of the use based on the comments and findings of the staff report prepared for said public hearing; and

WHEREAS, the Roseville City Council has determined that approval of the proposed INTERIM USE will not result in adverse effects on the public health, safety, and general welfare, and that it will not impose additional costs on the public if it is necessary for the public to take the property in the future;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the temporary concrete recycling at the Dale Street Reservoir as an INTERIM USE in accordance with Section §1013.09 of the Roseville City Code, subject to the following conditions:

- a. The project site shall be limited to the general area indicated on the site plan reviewed with this application as Attachment C;

- 33 **b.** Materials to be recycled shall be limited to the rubble generated by the demolition
34 of the Dale Street Reservoir facility;
- 35 **c.** The temporary operation shall employ best management practices (e.g., watering
36 piles, installing silt fencing, etc.) to control dust and potential stockpile erosion.
37 Said erosion control plan shall be reviewed and approved by the City Engineer;
- 38 **d.** Operation of recycling equipment shall be limited to the hours of 8:00 a.m.-8:00
39 p.m. on weekdays and 9:00 a.m.-8:00 p.m. on weekends;
- 40 **e.** The applicant shall be responsible for protecting and/or repairing damage to the
41 pavement on the pathways/parking areas leading from Alta Vista Drive/Stuber
42 Road to the reservoir site after the completion of the reconstruction project;
- 43 **f.** The applicant shall work with Public Works staff to ensure the preservation of
44 maintenance access to the adjacent cellular tower and ground equipment during
45 the project;
- 46 **g.** The applicant shall work with Parks and Recreation staff to develop and
47 implement a park safety plan to ensure that park users are adequately informed of
48 or restricted from the project area; and
- 49 **h.** Once approved the recycling operation shall be discontinued by 8:00 p.m. on May
50 15, 2010 or upon the completion of the recycling, whichever comes first.

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

54 WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

WITNESS MY HAND officially as such Manager this 22nd day of February 2010.

(SEAL)



Community Development Department

Memo

To: Mayor and City Council Members

From: Thomas Paschke, City Planner

CC: William Malinen, City Manager

Date: February 11, 2010

Re: *Zoning Ordinance Rewrite Process*

Since the November 22, 2009 approval of the zoning ordinance update contract the planning staff and consultant, The Cuningham Group, have been working on educating the public and Planning Commission on the needs and/or requirements of a zoning code to fulfill the goals and policies addressed in Roseville's 2030 Comprehensive Plan.

The following is a summary of the salient points regarding concerns/issues with the existing zoning code made by the Planning Commission on December 16, 2009:

- Eliminate all out of date references, definitions, and regulations, as well as the language in the code needs to be carefully chosen for use over the next 20 years.
- The definitions section should be driven by the completed code and what needs to be defined.
- All dimensional requirements should be considered and modified accordingly, taking into account the types of variances, conditional uses, and administrative deviations that have been approved over the past ten years.
- The code should reflect more of an urban approach rather than a suburban approach for consistency with the goals and objectives of the Comprehensive Plan. Specifically creating design standards and/or form based content to achieve higher density in residential areas, pedestrian friendly commercial developments, and sustainable developments throughout Roseville.
- Off-street parking standards should be reviewed and reduced where appropriate.
- Consideration should be given to minor tweaks in the sign regulations section of the code to more clearly address electronic signs and temporary signs.
- Planned unit developments should become rare exceptions to the rule once the new code is adopted.
- Revise the landscaping requirements, building in some form of tree preservation.

The following is a summary of the comments/questions received during the Community Open House held on February 4, 2010:

- Consider preserving larger lots and/or associated perceived open space in certain Southwest Roseville large lot neighborhoods – even if lot dimensional standards are generally decreased.
- Concern regarding the Metropolitan Council standards – will the updated zoning code meet the Council’s standards in terms of setting aside adequate areas for new higher-density housing?
- Many locations within the city have excessive amounts of parking compared to what is actually used – i.e., Har Mar Mall.
- Cluster subdivisions – can open space be preserved in subdivisions?
- Will new subdivisions result if dimensional standards are reduced? What safeguards are available?
- Should adjacent cities be consulted in order to better “match” the zoning across city boundaries?
- How will residents be notified of zoning map changes?
- Concern over previous zoning change applications for higher density development – how can we take neighborhood context into account?

The Planning Division and consultant are proposing three changes that would be incorporated the new document. These changes include: a much different set of zoning districts based on the land use designations identified in the land use section of the Roseville 2030 Comprehensive Plan; a reduction in the minimum lot size for all single family residential properties to create greater conformity among existing lots; and a more appropriate and better flowing organization of the zoning code document.

ZONING DISTRICTS

One of the first exercises undertaken by the consultant was to group all existing zoning districts into a chart based on the land use designations identified in the 2030 Comprehensive Plan. This exercise assisted the team in understanding whether it was prudent to use some existing zoning classifications or to create new ones. The review undertaken by the planning staff and consultant determined that the code presently includes a number of overlapping zones with few differences, including residential, business, and industrial districts for which consolidation would be appropriate and/or necessary to eliminate existing ambiguity and confusion. The review and analysis resulted in the conclusion that new zoning districts based on the land use categories identified in the comprehensive plan would be most appropriate.

The following are the current proposed district designations:

- **LDR – Low-Density Residential – 1**
 - o Combine R-1, SFROD; make majority of lots conforming
- **LDR– Low-Density Residential – 2**
 - o Current R-2; also usable as a redevelopment tool – include small-lot single-family, “cottage courts” and townhomes in appropriate areas.

- ❖ It should be noted that the Comprehensive Plan states that low density areas can have up to 8 units per acre for two-family homes. Planning staff feels it is best to have two separate low density districts.
- **MDR – Medium-Density Residential**
 - Combines R-3, R-3A, R-4, R-5, R-6
 - Density from 4 to 12 units/acre; encourage mix of housing types
- **HDR – High-Density Residential**
 - Simplification of R-7; multi-family and townhomes
- **NB – Neighborhood Business**
 - Similar to B-1, B-1A; office, small retail and service, upper-story residential uses
- **CB – Community Business**
 - Combines B-2, B-3, B-4; medium-scale retail and service uses
- **RB – Regional Business**
 - Similar to SC; mall and large shopping centers
- **CMU – Community Mixed Use**
 - New district with some similarities to B-6, B-4
 - Medium/high density residential, office, community business, lodging, institutional, parks and open space
 - Design standards; pedestrian orientation
- **Business or Office Park**
 - Similar to B-6; Office, office-warehouse-showroom, R & D, supportive retail, services, lodging
 - Design standards; pedestrian orientation, open space / landscape design
- **I – Industrial**
 - Combines I-1, I-2, I-2A; improve landscaping standards
- **IN – Institutional**
 - New district: campuses, large parks, schools, religious institutions
- **Parks and Open Space (existing district)**
- **Shoreland and Wetlands Regulations**
 - Explore new shoreland standards

SINGLE FAMILY LOT SIZE

From the adoption of Roseville's zoning code in 1959 until today, single-family residential properties were required to be a minimum of 85 feet in width and 11,000 square feet in area. As soon as these lot standards took effect on May 12, 1959, about two-thirds of the parcels existing at that time failed to meet the new standards and they have been nonconforming ever since. In addition to the original nonconforming lots, about a quarter of the lots created since the adoption of the minimum lot size requirements are less than 85 feet wide and/or 11,000 square feet; some of these substandard parcels were accommodated through variances or planned unit developments, but entire plats of nonconforming parcels have been approved at various times without a mention of the parcels' small sizes. At present, about 55% of Roseville's single-family parcels are smaller than the City Code says they should be. Even this figure is artificially low because it doesn't account for the larger minimum size requirements pertaining to corner parcels and lots in the Shoreland Management district; about ¾ of shoreland lots and at least ½ of corner parcels fail to achieve their respective larger minimum required sizes.

As a group, these nonconformities make administering the zoning ordinances rather difficult and, individually, each substandard lot represents a property owner whose primary asset is saddled by the legally dubious distinction of failing to conform to the City's requirements. While the Single-Family Residential Overlay District adopted in 2008 eliminates the nonconforming status of many of what have been considered nonconforming parcels, the overlay district does not address the many nonconforming lots created after 1959 and, by introducing a fourth lot size standard, it further complicates the job of administering the zoning ordinances.

Given all of this, two of staff's goals in the zoning update process are to simplify the minimum lot size requirements and reduce the number of nonconforming parcels. To advance the goal of simplification, staff's current analysis of lot sizes and size requirements assumes that one set of minimum size requirements could be applied to all single-family lots (i.e., LDR-1) and, to reduce the number of nonconforming lots, staff is considering a reduction in the required minimum lot size. The following table indicates the number of lots that are smaller than (i.e., "nonconforming" to) given lot size parameters:

Lot width/Lot area	Number of "nonconforming" lots
85 ft./11,000 sq. ft.	4,789 (55%)
82 ft./10,500 sq. ft.	4,090 (47%)
78 ft./10,000 sq. ft.	2,738 (31%)
75 ft./9,500 sq. ft.	946 (11%)
72 ft./9,000 sq. ft.	755 (9%)

Planning Division staff did many other calculations, analyzing only lot area or only lot width, and found that a minimum required lot size of 75 feet wide and 9,500 square feet is perhaps the ideal because it represents only a 13% reduction in required size but it would reduce the number of nonconforming lots by fully 80%.

In theory, reducing the required minimum lot size suggests "more lots on each block," but one would have to buy up 8 conforming lots *in a row* and demolish the existing houses in order to gain just 1 new lot. In practice, though, the majority of single-family parcels in Roseville fail to meet today's minimum size standards, and there are entire blocks (with as many as 22 parcels!) that could not produce even one additional lot. Of course, there are some exceptions. About 70 single-family parcels (that's less than 1% of the total) are too small to be subdivided by today's standards of 85 feet wide and 11,000 square feet in total area, but they *might* be large enough to be divided into two parcels if the minimum size requirements are reduced to 75 feet wide and 9,500 square feet. But even these "newly-subdividable" lots tend to have houses square in the middle of them, meaning that someone would have to bear the cost of demolishing an existing home just to get one extra parcel. So reducing the minimum lot size requirement isn't really meant to squeeze more lots into existing neighborhoods. Instead, it's about dramatically shortening the list of "non-conforming" parcels: those parcels that are smaller than the Code says they should be.

DOCUMENT OUTLINE

The Planning Staff has long been challenged by the existing composition of the zoning ordinance and the difficulty of locating specific regulations. Early in the update process the Planning staff discussed

with the consultant creating a document that flowed from chapter to chapter or at least was designed with the citizen in mind. Our goal is to create an understandable code that is “user-friendly”.

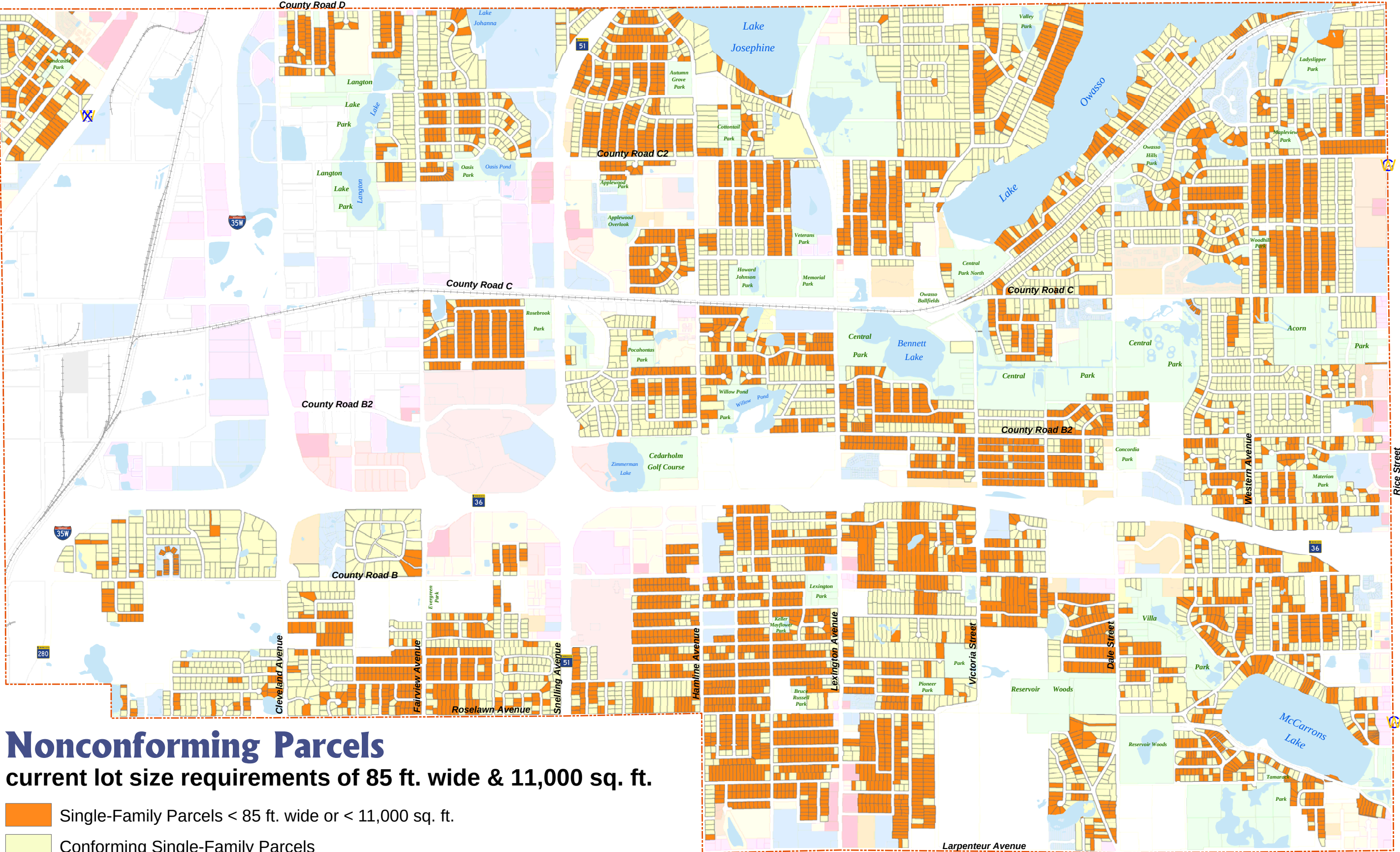
EXISTING CHAPTER CONTENT	CHAPTER	PROPOSED CHAPTER CONTENT
General Provisions.....	1001	Introductory Provisions
Rules and Definitions	1002	Zoning Districts and Maps
Zoning Districts and Maps	1003	Residential Districts
Residence Districts	1004	Mixed-Use Districts
Business Districts.....	1005	Commercial Districts
Shopping Center Districts.....	1006	Employment Districts
Industrial Districts.....	1007	Special Districts
Planned Unit Developments.....	1008	Overlay Districts
Overlay Districts	1009	General Regulations
Sign Regulations	1010	Environmental & Performance Stds.
Design Standard Regulations	1011	Building Forms
Nonconforming Uses.....	1012	Off-Street Parking and Loading
General Requirements	1013	Supplemental Regulations
Conditional Uses & Variances	1014	Sign Requirements
Administration	1015	Procedures
Amendments	1016	Nonconformities
Shoreland, Wetland & Stormwater Mgmt.....	1017	Administration
Erosion & Sedimentation Control.....	1018	Definitions
Parking Requirements	1019	
Sexually Oriented Uses	1020	

Appendices

NEXT STEPS

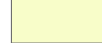
The current focus is on code drafting and preparing an outline for the Planning Commission meeting of March 3, 2010 and refining that document from comments received by Commissioners for the March 25, 2010 Community Open House. The Planning Division and consultant will also solidify zoning districts and the document outline (chapters) and present this before the Commission and public.

The Planning Division anticipates to be back before the City Council at the end of April to further discuss the proposed zoning ordinance.



Nonconforming Parcels

current lot size requirements of 85 ft. wide & 11,000 sq. ft.

-  Single-Family Parcels < 85 ft. wide or < 11,000 sq. ft.
-  Conforming Single-Family Parcels

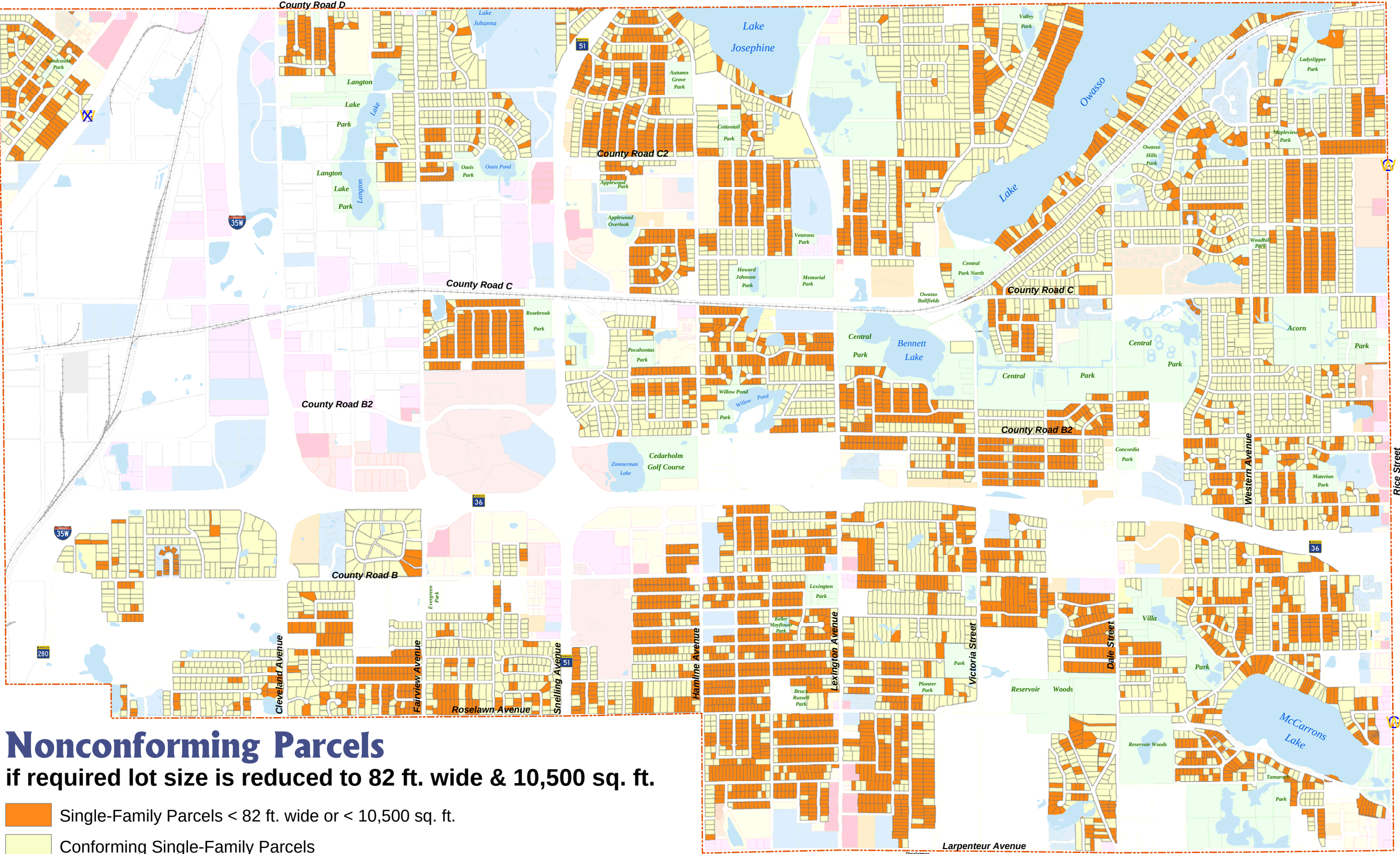
ROSEVILLE
Prepared by:
Community Development Department
Printed: January 12, 2009

Data Sources
* Ramsey County GIS Base Map (1/6/2009)
* City of Roseville Community Development

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 §466.05, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 500 1,000 1,500 2,000 Feet





Nonconforming Parcels

if required lot size is reduced to 82 ft. wide & 10,500 sq. ft.

- Single-Family Parcels < 82 ft. wide or < 10,500 sq. ft.
- Conforming Single-Family Parcels

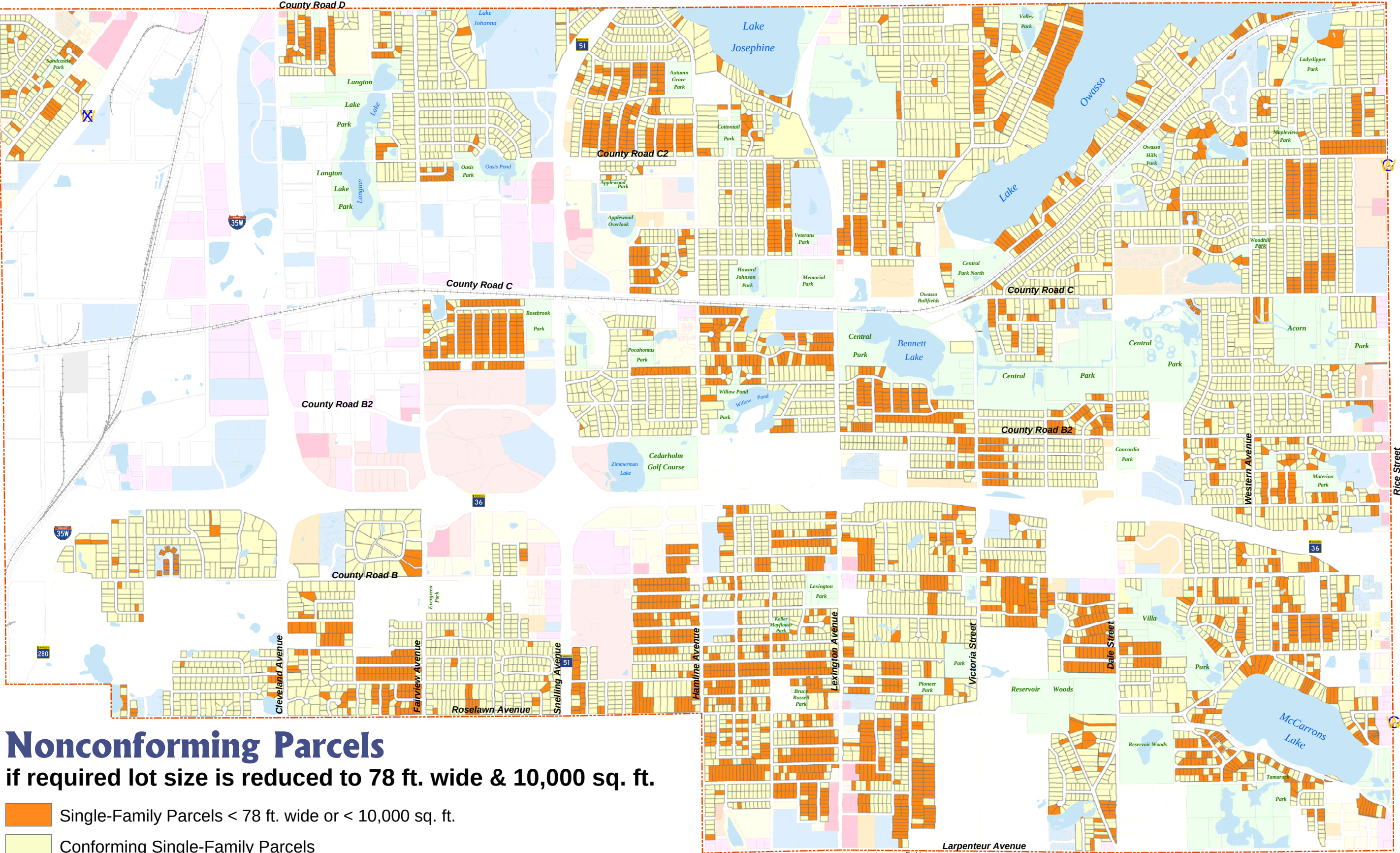
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0 500 1,000 1,500 2,000 Feet





Nonconforming Parcels

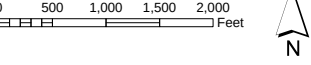
if required lot size is reduced to 78 ft. wide & 10,000 sq. ft.

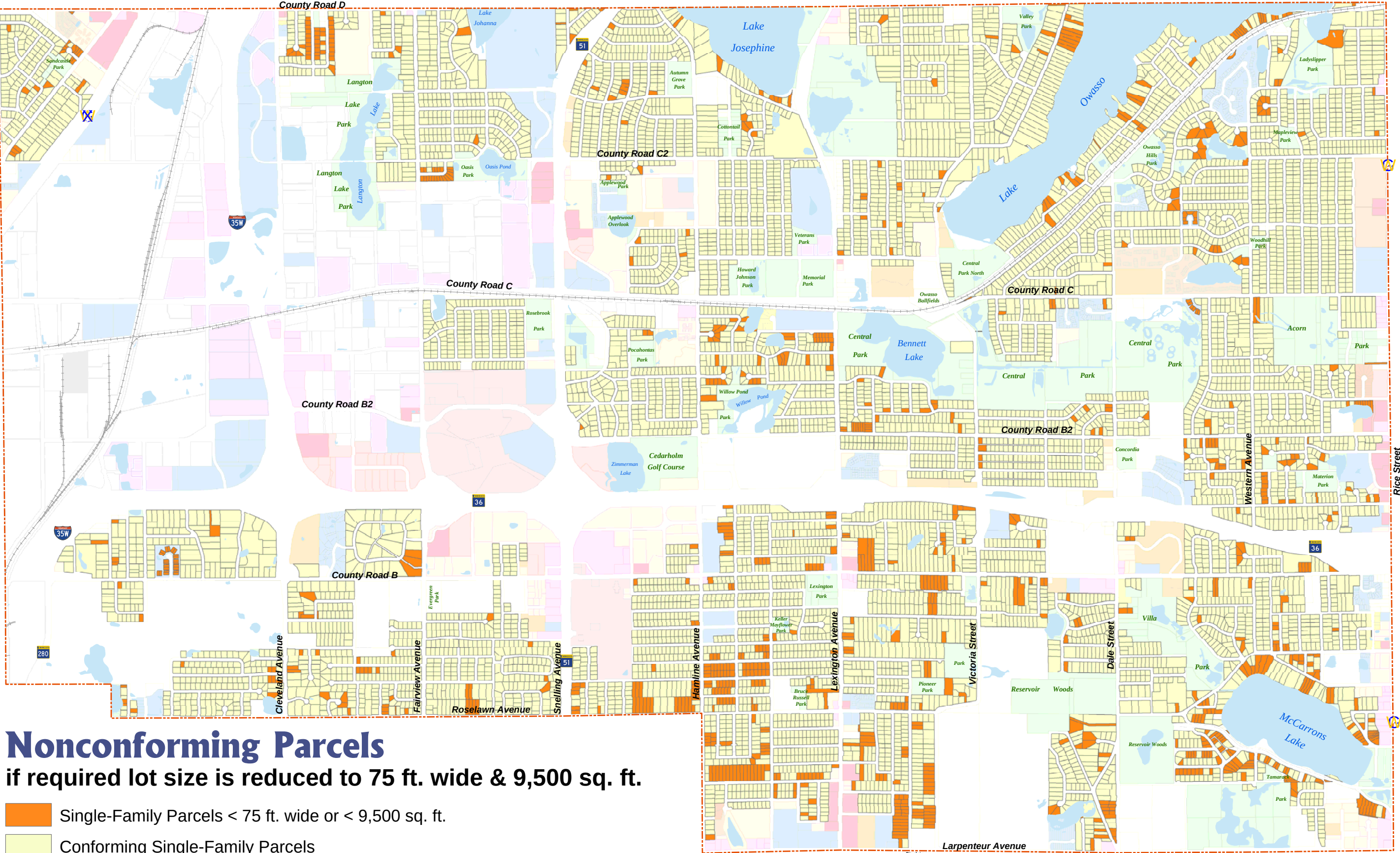
- Single-Family Parcels < 78 ft. wide or < 10,000 sq. ft.
- Conforming Single-Family Parcels

ROSEVILLE
Prepared by:
Community Development Department
Printed: January 12, 2009

Data Sources
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Nonconforming Parcels

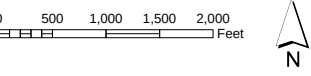
if required lot size is reduced to 75 ft. wide & 9,500 sq. ft.

- Single-Family Parcels < 75 ft. wide or < 9,500 sq. ft.
- Conforming Single-Family Parcels

ROSEVILLE
Prepared by:
Community Development Department
Printed: January 12, 2009

Data Sources
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REQUEST FOR COUNCIL ACTION

Date: February 22, 2010
Item No.: 7.h

Department Approval

City Manager Approval



Item Description:

Adopt a Resolution Amending the
Roseville Firefighter's Relief Association Bylaws

BACKGROUND

As recommended by the State Auditor, the Roseville Firefighter's Relief Association Bylaws require amendments to bring them into compliance with changes in the following state statutes: Minn. Stat. § 424A.02, subd. 9 - Limitations of Ancillary Benefits; Minn. Stat. § 424A.05, subd. 3 - Funeral Benefit Authority; and Minn. Stat. § 424A.001, subd. 6 - Surviving Spouse Definition

Bylaw changes were proposed and approved by the Roseville Firefighter's Relief Association Members in accordance with the condition of the Bylaws. Pursuant to Section 61 of the Bylaws, "any amendment of these Bylaws which would affect the amount, manner, or conditions for qualification for service pensions or other retirement benefits ...shall be effective only after it has been ratified by the governing body of the City of Roseville.

BUDGET IMPLICATIONS

Changes, except for the definition of surviving spouse, result in a reduction of eligible benefits.

STAFF RECOMMENDATION

Adopt a Resolution amending the Roseville Firefighter's Relief Association Bylaws to comply with changes in State Statutes § 424A.02, subd. 9, § 424A.05, subd. 3, and § 424A.001, subd. 6.

REQUESTED COUNCIL ACTION

Adopt a Resolution amending the Roseville Firefighter's Relief Association Bylaws to comply with changes in State Statutes § 424A.02, subd. 9, § 424A.05, subd. 3, and § 424A.001, subd. 6.

Prepared by: William J. Malinen
Attachments:

1 **EXTRACT OF MINUTES OF MEETING**
2 **OF THE**
3 **CITY COUNCIL OF THE CITY OF ROSEVILLE**

4
5 * * * * *

6
7 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City
8 of Roseville, County of Ramsey, Minnesota was duly held on the 22nd day of February
9 22, 2010, at 6:00 p.m.

10
11 The following members were present:

12
13 and the following were absent: .

14
15 Member introduced the following resolution and moved its adoption:

16
17 **RESOLUTION No.**

18
19 **Resolution Ratifying the Roseville Firefighter's Relief Association Bylaw Updates**
20 **for Compliance with Changes in the following State Statutes**
21 **Minn. Stat. § 424A.02, subd. 9 - Limitations of Ancillary Benefits**
22 **Minn. Stat. § 424A.05, subd. 3 - Funeral Benefit Authority**
23 **Minn. Stat. § 424A.001, subd. 6 - Surviving Spouse Definition**
24

25 WHEREAS, Bylaw changes were proposed and approved by the Roseville Firefighter's
26 Relief Association Members in accordance with the conditions of the
27 Bylaws; and

28
29 WHEREAS, pursuant to Section 61 of the Bylaws, "any amendment of these Bylaws
30 which would affect the amount, manner, or conditions for qualification for
31 service pensions or other retirement benefits ...shall be effective only after
32 it has been ratified by the governing body of the City of Roseville"; and

33
34 NOW, THEREFORE, BE IT RESOLVED, that the Roseville City Council ratifies the
35 attached changes to Sections 40, 41, 49, and 64 of the Roseville
36 Firefighter's Relief Association Bylaws to bring them into compliance
37 with changes in state statutes, as approved by the Association Board
38 Trustees.

39
40 The motion for the adoption of the foregoing resolution was duly seconded by Member
41 , and upon a vote being taken thereon, the following voted in favor thereof:

42
43 and the following voted against the same: none.

44
45 WHEREUPON said resolution was declared duly passed and adopted.
46

50 STATE OF MINNESOTA)
51) ss
52 COUNTY OF RAMSEY)
53
54

55 I, the undersigned, being the duly qualified City Manager of the City of Roseville,
56 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared
57 the attached and foregoing extract of minutes of a regular meeting of said City Council
58 held on the 22nd day of February, 2010 with the original thereof on file in my office.
59

60 WITNESS MY HAND officially as such Manager this 22nd day of February, 2010.
61
62
63
64

65 _____
66 William J. Malinen, City Manager
67

68 (Seal)
69
70
71
72
73
74

February 22, 2010
Roseville Firefighter's Relief Association Bylaw Amendments

Section 40 Death Benefits - Causes During Active Duty

~~Upon the death of a member caused while acting and performing duties as a firefighter, the Surviving Spouse, or if none, the member's estate, shall receive the sum of 10% of the 20 year service pension; provided written notice of the injury and evidence of it as the cause of death is given to the Board of Trustees within thirty (30) days after such injury. Any payment made pursuant to the terms of this Section 40 shall not preclude a Surviving Spouse, or if no spouse survives, a minor child or minor children from making any application and receiving any additional benefits to which the Surviving Spouse or minor children might otherwise be entitled pursuant to the terms of these Bylaws. Omitted – The Association shall not pay funeral benefits from the Special Fund.~~

Section 41 Death Benefits - Causes Other Than During Active Duty

~~Upon the death of a member who does not qualify for a service pension by reason of having less than 20 years of service in the Roseville Fire Department and less than 10 years as a member of this Association, from causes while not acting and performing duties as a firefighter, the sum of 1/20th of the 20 year service pension per year of service not to exceed the ten year vested pension for each year of service shall be paid to the Surviving Spouse or if no spouse survives, a minor child or pro rata to the surviving minor children. Year of service shall mean the quotient obtained by dividing total months of service by twelve. A remainder of less than six months shall be disregarded, and a remainder of six months or more shall be counted as one year. Omitted – The Association shall not pay funeral benefits from the Special Fund.~~

Section 49 Maximum Pension Allowed if Permanently Disabled

~~Any firefighter Permanently Disabled as a result of the member acting and performing the duties of a firefighter while in the line of duty shall receive the maximum pension. Maximum pension is hereby defined as the monthly pension one would be paid had the Pensioner qualified by age and served twenty (20) years in the Roseville Fire Department and had been a member of this Association for ten (10) years. If said disabled firefighter has more than twenty (20) years service in the Roseville Fire Department and then (10) years as a member of this Association at the time they are Permanently Disabled, the Pensioner shall receive a pension based on the total years of service as provided in Section 43 and Section 44 herein. Upon the death of said Pensioner, a Surviving Spouse shall receive the pension as long as they do not remarry. If Pensioner has no Surviving Spouse, the pension shall be paid to his surviving minor child or pro rata to his surviving minor children as provided in Section 42. If deceased pensioner shall have no Surviving Spouse or minor children, there shall be no further payments made. If a member of this association shall become totally and permanently disabled in the line of duty, the Association shall pay the amount per year of service as shown in the Annual Authorization Schedule, for each year that the member served as an active firefighter in the Fire Department, without regard to minimum or partial vesting requirements. "Totally and permanently" shall be determined by a physician or surgeon acceptable to the Board of Trustees, who shall certify that such disability will permanently prevent that member from performing the member's duties in the Fire Department. The member shall be eligible to receive the disability benefit immediately upon approval of the Board of Trustees, as provided in their policy statement.~~

Section 64 Miscellaneous and Definitions

The following terms as used in the Bylaws shall have the meaning ascribed to them:

~~5. **Permanently Disabled** means that a member is certified by a treating physician acceptable to the Board of Trustees, as being unable to perform any and every duty pertaining to that member's usual occupation and to a reasonable medical certainty, will remain so throughout the member's lifetime. Removed~~

~~10. **Surviving Spouse** means the spouse of a deceased member who was legally married to the member at the time of death..a person who was the dependent spouse of a deceased member or retired former member living with the member at the time of the death of the active member or retired former member for at least one year prior to the latter of the date of death of the member or the date on which the member terminated active service and membership.~~

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 02/22/2010
Item No.: 7.i

Department Approval



City Manager Approval



Item Description: Approve DEED Redevelopment Grant Contract for Phase 2 of the Twin Lakes Infrastructure Project.

BACKGROUND

In August 2009, the City applied for \$1 million in funding from the Department of Employment and Economic Development to assist with the construction of the second phase of infrastructure within the Twin Lakes Redevelopment Area.

On November 6, 2009, DEED awarded the City a \$1 million grant, which will be used to purchase a small piece of road right of way, to undertake street and sidewalk construction, and to install water, sewer, and storm water utilities and streetlights. Attachment A is the agency's standard grant agreement, which must be signed by the City in order to accept the grant award. The City's attorney has reviewed this contract. The City entered into the same agreement when it accepted the Redevelopment Grant awarded in 2008 for the Phase 1 project.

If the grant is accepted by the Council, the grant will expire on December 31, 2010.

POLICY OBJECTIVE

By accepting the DEED Redevelopment Grant Funds, the City is taking a proactive step to leverage external funds to assist with the acquisition of right-of-way and construction of the public roadways and utilities as advocated for in the 2030 Comprehensive Plan.

FINANCIAL IMPACTS

If the City accepts this grant, it is obligating itself to provide matching funds. As identified in the contract (Attachment A), the estimated eligible project costs are approximately \$2.176 million of which the DEED grant will pay for up to \$1 million in costs and the City is responsible for the \$1.176 in costs. The bulk of the City's portion of these costs—land acquisition—was already incurred in June 2009. (Please note that total project costs are estimated at approximately \$3 million; environmental remediation, power line burial, and streetscaping are not considered grant eligible costs.) These are TIF-eligible expenses and there are sufficient balances within existing districts to offset these costs. Ultimately, the City will recuperate these upfronted costs from developers upon the redevelopment of the private property through the adopted cost allocation process.

STAFF RECOMMENDATION

Staff recommends that the City Council accept the \$1 million DEED Redevelopment Grant award. These funds will help defray the costs of the second phase of infrastructure improvements within the

29 Twin Lakes Redevelopment Area.

30 **REQUESTED COUNCIL ACTION**

31 By motion, accept the agreement with DEED to accept the \$1 million DEED Redevelopment Grant
32 award for the Phase 2 of the Twin Lakes infrastructure project.

33

34

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A. DEED Redevelopment Grant Agreement

General Obligation Bond Proceeds

Grant Agreement - Construction Grant

for the

Twin Lakes Redevelopment Phase II

Project

under the

Redevelopment Grant

Program

RDGP-09-0025-o-FY10

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Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III – SOURCE AND USE OF FUNDS

Attachment IV – PROJECT COMPLETION SCHEDULE

General Obligation Bond Proceeds
Grant Agreement – Construction Grant
for the
Twin Lakes Redevelopment
Project Phase II
under the
Redevelopment Grant
Program

THIS AGREEMENT shall be effective as of the date of last signature on this agreement, and is between the city of Roseville, a statutory city (the “Public Entity”), and the Minnesota Department of Employment and Economic Development (the “State Entity”).

RECITALS

A. The State Entity has created and is operating a Redevelopment Grant Program (the “State Program”) under the authority granted by Minn. Stat. §§ 116J.571 to 116J.575 and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$1,000,000 (ONE MILLION DOLLARS) (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program.

F. Under the provisions contained in § 412.221, subd. 6 and § 160, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program.

G. The Public Entity’s receipt and use of the Program Grant to acquire and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Order Amending Order of the Commissioner of Finance Relating to Use and Sale of

State Bond Financed Property” executed by the Commissioner of Finance on July 20, 1995 (the “Commissioner’s Order”), even though such funds are being used to acquire and/or improve only a portion thereof.

I. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Disbursement(s)” – means a disbursement made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Twin Lakes Redevelopment Phase II Project under the Redevelopment Grant Program.

“Approved Debt” – means public or private debt that is consented to and approved, in writing, by the Commissioner, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any – means Not Applicable, which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the commissioner of the Minnesota Department Finance, and any designated representatives thereof.

“Commissioner’s Order” - means that certain “Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the then Commissioner of Finance on July 20, 1995.

“Completion Date” – means December 30, 2010 or the date of projected completion of the Project, whichever is earlier.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Payment Request” - means a payment request that the Public Entity, or its designee, submits to the State Entity when a Disbursement is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means “not applicable”, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value

of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695 as such may be subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application that the Public Entity submitted to the State Entity on August 3, 2009, which is incorporated into this grant agreement. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor” - means the fee owner/lessor of the Leased Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any amounts received by the Commissioner under Section 2.08.B.

“Ownership Value”, if any – means the value of the Public Entity’s ownership interest, if any, in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner. The parties hereto agree and acknowledge that such value is \$ _____ or X Not Applicable; provided, however, the Commissioner is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained in Section 2.11 and 6.01.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03 herein. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section 1.01.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Ramsey, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Estate and, if applicable, Facility” – means (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments delineated in Attachment III attached hereto for Facilities that are to be constructed or bettered.

Article II

GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Estate and, if applicable, Facility must be owned by one or more public entities. In order to

establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☒ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
[If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]
- ☐ An easement for the Real Property (i) that is in form and substance acceptable to the State Entity and the Commissioner, (ii) that is for a term that is equal to or greater than 125% of the Useful Life of the Real Estate and, if applicable, Facility, or for a term authorized by a Minnesota statute, rule or session law, and (iii) which cannot be modified, restated, amended, changed in any other way, or prematurely cancelled or terminated without the prior written consent of the State Entity and the Commissioner.
[If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]

Ownership Interest in, if applicable, the Facility.

- ☐ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
[If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☒ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☐ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☐ Renovation of the Facility.

- ☒ Acquisition of right of way and install lighting, water main, sanitary and storm sewer, and streets and sidewalks.
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for the operation of the State Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the State Entity and the Commissioner and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement to such effect to the State Entity and the Commissioner.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that; (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such

program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that; (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Estate and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner.

Section 2.06 **Leasehold Ownership.** *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease. For all other circumstances this Section is not needed and should be ignored and treated as if were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease must comply with the following provisions.

1. It must be in form and contents acceptable to the State Entity and the Commissioner, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the State Entity and the Commissioner.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Estate and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor from creating or allowing, without the prior written consent of the State Entity and the Commissioner, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased Premises or the Lessor's interest in the Real Property/Facility Lease, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease as if such holder had been an original Lessor under the Real Property/Facility Lease.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease, and that such use restrictions will terminate and not apply to any successor lessee who purchases the Public Entity's interest in the Real Property/Facility Lease.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Payment Request, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default does not involve a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner.

D. Either the State Entity or the Commissioner, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the

Commissioner, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only be terminated upon the Public Entity's sale of its interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner in compliance with the provisions contained in Section 4.02, or in accordance with the provisions contained in Section 2.11.

Section 2.11 Termination/Modification of Grant. If the Project is not started on or before June 30, 2010, or such a later date to which the Public Entity and the State Entity may agree in writing, or all of the Program Grant has not been disbursed as of December 30, 2010, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents is not needed and should be ignored and treated as if were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the State Program.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity; (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.
- E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.
- F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.
- G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use

Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the State Entity and the Commissioner, and any Use Contract that is not approved, in writing, by the State Entity and the Commissioner shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner, take such actions and furnish such documents to the Commissioner as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity’s interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the term of the Use Contract.

Section 3.02 **Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Estate and, if applicable, Facility for the portion of the Real Estate and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (i) the term of any renewal may not exceed the initial term, (ii) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (iii) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (iv) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. If the Public Entity receives any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner shall be determined by the Commissioner, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 Sale. The Public Entity shall not sell its interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that the Real Property and, if applicable, Facility is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the Real Property or, if applicable, Facility is no longer suitable or financially feasible for such purpose.

- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner has been obtained.

The acquisition of the Public Entity's interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of Sale.** Upon the sale of the Public Entity's interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale, but not including the repayment of any debt associated with the Public Entity's interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to pay in full any outstanding Approved Debt in the order of priority of such debt.

C. The remaining portion, after the distributions specified in Sections 4.02A and B, shall be distributed to (i) reimburse the Public Entity for its Ownership Value, and (ii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution, the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of

the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing.

D. The remaining portion, after the distributions specified in Sections 4.02.A, B and C, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner, and the Public Entity may direct its distribution to be made any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either; (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor otherwise omit, take, or cause to be taken any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity’s interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner’s Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Disbursements. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Disbursements from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the

Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Disbursements shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.

Disbursements shall only be for expenses that (i) are for those items of a capital nature delineated in **Attachment III** to this Agreement, (ii) accrued no earlier than November 6, 2009, or (iii) have otherwise been consented to, in writing, by the Commissioner of Finance.

It is the intent of the parties hereto that the rate of disbursement of the Disbursements shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Disbursements disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Disbursements $\leq$ (Program Grant) x (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Disbursements $\leq$ (Program Grant) x (percentage of Project completed)

Section 6.02 **Payment Requests.** Whenever the Public Entity desires a Disbursement of a portion of the Program Grant, the Public Entity shall submit to the State Entity a Payment Request duly executed on behalf of the Public Entity or its designee. Each Payment Request with respect to construction items shall be limited to amounts equal to; (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Disbursements.

Notwithstanding anything herein to the contrary, no Disbursements for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Payment Request, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Payment Request or to substantiate all payments then made with respect to the Project.

If on the date a Disbursement is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Payment Request and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Disbursement to the Public Entity.

Section 6.03 **Additional Funds.** If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 **Condition Precedent to Any Disbursement.** The obligation of the State Entity to make any Disbursement hereunder (including the initial Disbursement) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Payment Request for such Disbursement specifying the amount of funds being requested, which such amount when added to all prior requests for a Disbursement shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that; (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair of the Minnesota House of Representatives Capital Investment Committee has, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefore, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 **Construction Inspections.** The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Disbursement has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof by either (i) self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity, under which the State Entity is named as loss payee. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's interest in the Real Property and Facility. If the Public Entity elects to sell its interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate

allowed by law or 18% per annum based upon a 365 day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's interest in the Real Property and, if applicable, Facility, is a leasehold interest, and (vi) comply with the provisions of any condominium documents and any applicable reciprocal easement or

operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use agreement.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. Each year and until the State Entity determines that the project goals have been met, the Public Entity shall submit to the State Entity a report, satisfactory to the State Entity, on the distribution of funds and the progress of the Project covered from the date of the Agreement through June 30 of each year. The report must be received by the State Entity no later than July 25 of each year. The report shall identify specific project goals listed in the Grant Application for the Project and quantitatively and qualitatively measure the progress of such goals. Reporting forms will be provided by the State Entity. Upon determination that the project goals have been met, the State Entity shall issue a letter to the Public Entity stating such.

The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of

the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 Subd. 2 & 176.182 that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner all claims it may have for over charges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335 that

exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair of the Minnesota House of Representatives Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-

effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

H. The Project must be; (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, rails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, ice arenas, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner is governed by the provisions contained in Minn. Stat. § 3.736 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that

exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with either the State Entity, the Commissioner, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment

including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attention: Jamie Radel

To the State Entity at:

Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, MN 55101-1351
Attention: Brownfields and Redevelopment

To the Commissioner at:

Minnesota Department of Finance
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

The Public Entity must pay for at least one-half of the redevelopment costs as a local match from any money available to the Public Entity. Eligible redevelopment costs incurred up to twelve months prior to the application due date can be included as part of the local match requirement if such items have been approved, in writing, by the State Entity.

Any matching funds which are intended to meet the above requirements must be in the form of cash monies which have been or will be used to pay for the Project. The Public Entity shall

supply to the Commissioner whatever documentation the Commissioner may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner that **Attachment III** to this Agreement is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down amongst the following categories:

(i) State funds including the Program Grant, identifying the source and amount of such funds.

(ii) Matching funds, identifying the source and amount of such funds.

(iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.

(iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.

(v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the State Entity.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner may request to support or explain any of the information contained in **Attachment III** to this Agreement.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** to this Agreement if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other

circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner that **Attachment IV** to this Agreement correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's interest in the Real Property.

Section 7.30 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall furnish the Grantor with an independent audit covering each grant year in which grant disbursements or expenditures were made; and prepared in compliance with generally recognized audit standards. The audit shall include a schedule of revenue and expenditures for the Project. The audit must be submitted within 30 days after the completion of the audit, but not later than one year after the end of the audit period. Alternatively, the Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Project Costs for each year in which grant disbursement and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the Grantor's request.

Where language within this agreement references the Public Entity operating the State Program, it means the operation of the activities eligible under the Redevelopment Grant Program.

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Twin Lakes Redevelopment Project Phase II Project under the Redevelopment Grant Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Roseville, a Statutory City

By: _____

Craig Klausing

Its: Mayor

Dated: _____, _____

And: _____

Bill Malinen

Its: City Manager

Dated: _____, _____

STATE ENTITY:

Minnesota Department of Employment and Economic Development,

By: _____

Paul A. Moe

Its: Deputy Commissioner

Dated: _____, _____

ENCUMBERANCE:

Minnesota Department of Employment and Economic Development,

By: _____

Date Encumbered: B22-15968/69 02/10/2010

(Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A.15 and 16C.05)

This is a sample declaration. The actual declaration should be drafted by the Public Entity or the Public Entity's attorney and include the language provided. The legal description in Exhibit A to this declaration should be the same legal description listed in Attachment II to this grant agreement and should only include the restricted, public property. The completed declaration must be recorded by the county and a recorded copy must be submitted to DEED prior to disbursement of funds.

**Attachment I to Grant Agreement
DECLARATION**

The undersigned has the following interest in the real property legally described in **Exhibit A** attached and all facilities situated thereon (cumulatively referred to as the "Restricted Property"):

(Check the appropriate box.)

- ☐ a fee simple title,
- ☐ a lease, or
- ☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in B hereinbelow, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the commissioner of the Minnesota Department of Finance, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain «Insert the name of the grant agreement exactly as it appears on the title page of the grant agreement» between «Name of grant recipient» and _____ the

_____ «Department of Employment and Economic Development» _____,
dated _____ «Effective date of grant agreement» _____, «Year» _____.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released therefrom by way of a written release in recordable form signed by both the _____ «Department of Employment and Economic Development» _____ and the commissioner of the Minnesota Department of Finance, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the commissioner of the Minnesota Department of Finance.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

**Legal description of land needed for the Twin Lakes West Phase II Project located in the
City of Roseville, County of Ramsey, Minnesota.**

That part of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota; thence North 01 degrees 10 minutes 50 seconds West, assumed bearing along the east line of said Southwest Quarter of the Southwest Quarter a distance of 200.79 feet, to the northerly right of way line of County Road C, and also being the point of beginning; thence South 82 degrees 07 minutes 15 seconds West, along said northerly right of way line of County Road C, a distance of 45.06 feet; thence North 38 degrees 33 minutes 53 seconds East a distance of 23.07 feet, to its intersection with a line drawn parallel with and distant 212.95 feet north of the south line of said Southwest Quarter of the Southwest Quarter and a line drawn parallel with and distant 30.00 feet west of the east line of said Southwest Quarter of the Southwest Quarter; thence North 01 degrees 10 minutes 50 seconds West, along said line drawn parallel with and distant 30.00 feet west of the east line of the Southwest Quarter of the southwest Quarter, a distance of 218.72 feet; thence North 07 degrees 28 minutes 45 seconds East a distance of 227.30 feet; thence North 57 degrees 42 minutes 34 seconds West a distance of 88.57 feet; thence South 83 degrees 51 minutes 35 seconds West a distance of 96.54 feet; thence North 89 degrees 06 minutes 18 seconds West a distance of 136.85 feet; thence westerly 142.16 feet along a tangential curve, concave to the south having a radius of 275.00 feet and a central angle of 29 degrees 37 minutes 08 seconds; thence North 24 degrees 33 minutes 48 seconds West, not tangent to the last described curve, a distance of 100.46 feet; thence easterly 157.51 feet along a non tangential curve, concave to the south having a radius of 401.40 feet and a central angle of 22 degrees 28 minutes 59 seconds, the chord of said curve bears North 77 degrees 59 minutes 20 seconds East; thence North 89 degrees 13 minutes 50 seconds East, tangent to the last described curve, a distance of 269.18 feet; thence North 59 degrees 04 minutes 33 seconds East, a distance of 83.49 feet; thence North 89 degrees 24 minutes 36 seconds East, a distance of 73.38 feet; thence South 01 degrees 10 minutes 50 seconds East a distance of 33.00 feet; thence North 89 degrees 24 minutes 36 seconds East a distance of 50.00 feet; thence South 01 degrees 10 minutes 50 seconds East a distance of 100.01 feet; thence South 57 degrees 43 minutes 28 seconds West a distance of 58.39 feet, to its intersection with a line drawn parallel with and distant 30.00 feet east of the west line of the Southeast Quarter of said Southwest Quarter; thence South 01 degrees 10 minutes 50 seconds East, along said line drawn parallel with and distant 30.00 feet east of the west line of said Southeast Quarter of the Southwest Quarter a distance of 424.68 feet; thence South 51 degrees 26 minutes 07 seconds East a distance of 51.24 feet, to said northerly right of way line of County Road C; thence westerly, along said northerly right of way line of County Road C, a distance of 70.37 feet, to the point of beginning and there terminating.

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL (RESTRICTED) PROPERTY

**Legal description of land needed for the Twin Lakes West Phase II Project located in the
City of Roseville, County of Ramsey, Minnesota.**

That part of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota; thence North 01 degrees 10 minutes 50 seconds West, assumed bearing along the east line of said Southwest Quarter of the Southwest Quarter a distance of 200.79 feet, to the northerly right of way line of County Road C, and also being the point of beginning; thence South 82 degrees 07 minutes 15 seconds West, along said northerly right of way line of County Road C, a distance of 45.06 feet; thence North 38 degrees 33 minutes 53 seconds East a distance of 23.07 feet, to its intersection with a line drawn parallel with and distant 212.95 feet north of the south line of said Southwest Quarter of the Southwest Quarter and a line drawn parallel with and distant 30.00 feet west of the east line of said Southwest Quarter of the Southwest Quarter; thence North 01 degrees 10 minutes 50 seconds West, along said line drawn parallel with and distant 30.00 feet west of the east line of the Southwest Quarter of the southwest Quarter, a distance of 218.72 feet; thence North 07 degrees 28 minutes 45 seconds East a distance of 227.30 feet; thence North 57 degrees 42 minutes 34 seconds West a distance of 88.57 feet; thence South 83 degrees 51 minutes 35 seconds West a distance of 96.54 feet; thence North 89 degrees 06 minutes 18 seconds West a distance of 136.85 feet; thence westerly 142.16 feet along a tangential curve, concave to the south having a radius of 275.00 feet and a central angle of 29 degrees 37 minutes 08 seconds; thence North 24 degrees 33 minutes 48 seconds West, not tangent to the last described curve, a distance of 100.46 feet; thence easterly 157.51 feet along a non tangential curve, concave to the south having a radius of 401.40 feet and a central angle of 22 degrees 28 minutes 59 seconds, the chord of said curve bears North 77 degrees 59 minutes 20 seconds East; thence North 89 degrees 13 minutes 50 seconds East, tangent to the last described curve, a distance of 269.18 feet; thence North 59 degrees 04 minutes 33 seconds East, a distance of 83.49 feet; thence North 89 degrees 24 minutes 36 seconds East, a distance of 73.38 feet; thence South 01 degrees 10 minutes 50 seconds East a distance of 33.00 feet; thence North 89 degrees 24 minutes 36 seconds East a distance of 50.00 feet; thence South 01 degrees 10 minutes 50 seconds East a distance of 100.01 feet; thence South 57 degrees 43 minutes 28 seconds West a distance of 58.39 feet, to its intersection with a line drawn parallel with and distant 30.00 feet east of the west line of the Southeast Quarter of said Southwest Quarter; thence South 01 degrees 10 minutes 50 seconds East, along said line drawn parallel with and distant 30.00 feet east of the west line of said Southeast Quarter of the Southwest Quarter a distance of 424.68 feet; thence South 51 degrees 26 minutes 07 seconds East a distance of 51.24 feet, to said northerly right of way line of County Road C; thence westerly, along said northerly right of way line of County Road C, a distance of 70.37 feet, to the point of beginning and there terminating.

**Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT**

Source of Funds		Use of Funds	
Entity Supplying Funds	Amount	Identity of Items	Amount
State Funds		Ownership Acquisition	
State GO Program Grant	\$1,000,000	and Other Items Paid for with GO	
	\$-----	Program Grant Funds	
Other		Acquisition of ROW	\$8,300
-----	\$-----	Other Items of a Capital Nature	
-----	\$-----	Old Concrete & Infrastructure	\$48,500
		Removal	
-----	\$-----	Streets	\$478,600
Sub-Total	\$1,000,000	Lighting	\$208,500
		Water Main	\$117,000
Matching Funds		Sanitary Sewer	\$48,500
City Roseville	\$408,000	Storm Sewer	\$90,600
(pooled TIF)			
-----	\$-----		
Sub Total	\$408,000	Sub Total	\$1,000,000
		Items Paid for with	
Other Public Entity Funds		Non-GO Program Grant Funds	
-----	\$-----	Acquisition of ROW	\$768,000
-----	\$-----	Sidewalks	\$150,900
		Street Signals	\$243,100
Sub-Total		Streets	\$14,000
Loans		Sub Total	\$1,176,000
-----	\$-----		
Sub-Total	\$-----		
Other Funds			
-----	\$-----		
Sub-Total	\$-----		-
Prepaid Project Expenses			
City Roseville	\$768,000		
(pooled TIF)			
Sub-Total	\$-----		
TOTAL FUNDS	\$2,176,000	TOTAL PROJECT COSTS	\$2,176,000

Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE

Acquisition of Remaining Right of Way—March 2010
Infrastructure Construction—November 2010

REQUEST FOR COUNCIL ACTION

Date 2/22/10

Item No.: 7.j

Department Approval



City Manager Approval



Item Description: Adopt a Resolution to Accept the Work Completed, Authorize Final Payment of \$44,715.70 and commence the One-Year Warranty Period on the Rosewood Neighborhood Drainage Improvements Project.

BACKGROUND

On September 14, 2009 the City Council awarded the Rosewood Neighborhood Drainage Improvements Project to TMS Construction, Inc., of Prior Lake, Minnesota. This project consisted of the construction of 16 rain gardens. The rain garden excavation and preparation was to occur prior to November 30, 2009, with plants to be delivered in the spring, 2010. As of November 30, 2009, the contractor had only completed a portion of the work required at 14 rain gardens. The contractor did not complete the work in a timely manner, was often absent from the project site, leaving work partially completed, and did not keep to the schedule he had provided the City. Staff recommends the contractor be paid for the work he has completed and the contract be closed out. Staff recommends re-bidding the remaining work to be completed this spring and awarding a new contract to a more responsive, responsible contractor.

This item was on the February 8th Council meeting. During the discussion, the Council requested that staff have the Contractor sign an agreement releasing any future claims for the uncompleted work in this Contract; the agreement is attached.

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, \$44,715.70, is approximately 43% of the contract amount of \$103,222.40. Staff recommends the remainder of the project be re-bid and awarded this spring to another contractor. City staff will bring this recommendation to a future City Council meeting.

STAFF RECOMMENDATION

Since the work that was completed was in accordance with project plans and specifications, staff recommends the City Council approve a resolution accepting the work completed as the

28 Rosewood Neighborhood Drainage Improvements Project and authorize final payment of
29 \$44,715.70.

30 **REQUESTED COUNCIL ACTION**

31 Approve the resolution accepting the work completed as Rosewood Neighborhood Drainage
32 Improvements Project, starting the one-year warranty and authorizing final payment of
33 \$44,715.70.

Prepared by: Kristine Giga, Civil Engineer

Attachments: A: Resolution

B: Certification from City Engineer

C: Contractor Release

**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, 22th day of February, 2010, 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
ROSEWOOD NEIGHBORHOOD DRAINAGE IMPROVEMENTS 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 14, 2009 for the Rosewood Neighborhood Drainage Improvements Project, TMS Construction, Inc., of Prior Lake, 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 February 22, 2010.

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.

WITNESS MY HAND officially as such Manager this 22th day of February, 2010.

(SEAL)



February 8, 2009

TO THE CITY COUNCIL, CITY OF ROSEVILLE, MINNESOTA

RE: Rosewood Neighborhood Drainage Improvements Project
Contract Acceptance and Final Payment

Dear Council Members:

I have observed the work executed as a part of the Rosewood Neighborhood Drainage Improvements Project. I find that the work completed to date is has been 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)	\$103,222.40
Final Contract Amount	\$44,715.70
Actual amount due (based on actual quantities)	\$44,715.70
Previous payments	\$0
Balance Due	\$44,715.70

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

Storm Sewer Utility	\$ 44,715.70
---------------------	--------------

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

Acknowledgement and Release

WHEREAS, the City of Roseville ("City") and TMS Construction, Inc. ("Contractor") entered into a Standard Form of Agreement Between Owner and Contractor, dated September 14, 2009 ("Contract"), whereby the Contractor was to perform certain work for the City; and

WHEREAS, the City has terminated the services of the Contractor and taken possession of the Project pursuant to the terms and conditions of the Contract; and

WHEREAS, the Contractor is entitled to a portion of the Contract Price under the Contract; and

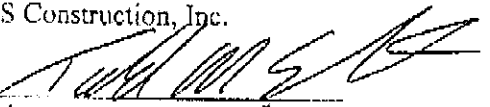
WHEREAS, the City is willing to pay the Contractor the sum of \$44,715.70 upon the Contractor's agreement to, and execution of, this Acknowledgment and Release;

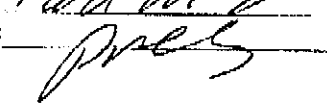
NOW THEREFORE, in consideration of the sum of \$44,715.70, and other good and valuable consideration, the Contractor agrees as follows:

1. The Contractor acknowledges receipt of \$44,715.70, which amount is accepted as full and complete payment for all work performed, material supplied and amounts due to the Contractor from the City under the Contract.
2. The Contractor hereby releases the City from any further obligations under the Contract and from any and all debts, causes of action, suits demands, rights, claims and liabilities presently or in the future arising out of or associated with the Contract.
3. That all warranties, guarantees and other rights to be given by Contractor to the City under the Contract shall continue to be binding upon the Contractor pursuant to the terms and conditions contained therein.

IN WITNESS WHEREOF, the undersigned Contractor has signed this Acknowledgement and Release this 16 day of Feb, 2010.

TMS Construction, Inc.

By: 

Its 

REQUEST FOR COUNCIL ACTION

Date: 2/22/2010

Item No.: 7 . k

Department Approval

City Manager Approval



Item Description: Approve a Resolution Endorsing a Product Stewardship Framework approach for materials management.

BACKGROUND

Product Stewardship, also known as Extended Producer Responsibility (EPR), is a strategy to place responsibility for end of life management of products and associated packaging on producers and consumers rather than on taxpayers, ratepayers or local governments.

An example is the Minnesota Electronics Recycling Law which requires that manufacturers of designated electronic devices that are sold in the state to “annually recycle or arrange for the collection and recycling of an amount of designated electronic devices equal to the total weight of its video display devices sold to households during the preceding program year.”

The goals of producer responsibility are to:

- stimulate eco-design
- enhance source reduction, reuse and recycling
- include environmental costs in the product price

EPR programs can be initiated by private industry or through government action. Product stewardship is implemented through participation of all parties who have a role in designing, producing, or selling a product or product components; parties that refurbish or recycle the product; and parties that collect and transport the disposed product. However, the greater the ability of a party to influence the life-cycle impacts of the product, the greater the degree of responsibility the party has for addressing those impacts.

Product stewardship programs may also result in an expanded collection infrastructure, creating more convenience for residents and creating business opportunities for retailers and processors. For example, several electronics retailers in Minnesota are now offering in-store and/or mail-in collection of certain waste electronics from residents. Similarly, paint retailers have voiced an interest in collecting leftover paint as a service for their customers.

When producers are responsible for ensuring their products are reused, recycled or otherwise managed responsibly, and when health and environmental costs are included in the product price, there is an incentive to design products that use fewer resources, reduce unnecessary product elements and/or packaging, are easier to repair or reuse, use recycled materials, are more durable, are easier to recycle, and are less toxic.

Current product stewardship initiatives in Minnesota have been centered on individual products – rechargeable batteries, CRT landfill disposal ban, and electronics.

There is an alternative to this “product by product” approach called Extended Producer Responsibility Framework.

The framework establishes criteria, processes, and plans to provide a consistent yet flexible approach and a common set of expectations for identifying and evaluating products to be managed through EPR and for developing a stewardship program for those identified products (stewardship programs will operate differently for each product). This comprehensive framework approach is more efficient than trying to address individual products on a case-by-case basis. The framework also recognizes that not all products are suited to a stewardship approach. The framework approach also lends support to calls for greater consistency across jurisdictions since the plans are developed and managed by industry and thus less susceptible to local political considerations.

Current federal and state policies often make local government responsible for waste diversion, enforcing product disposal bans, hazardous waste collection, or other costly waste management programs, without providing funding. For example, Minnesota counties currently spend \$13 million annually on household hazardous waste programs. The Extended Producer Responsibility Framework Approach supports a shift in financial and physical responsibility from local government to those benefiting economically from the sale of the products they produce.

The EPR Framework Approach has been endorsed by the National League of Cities, the National Association of Counties, the Solid Waste Management Coordinating Board and is part of the legislative agenda for the Minnesota League of Cities and the Association of Minnesota Counties.

POLICY OBJECTIVE

Support the efforts of NLC, NACo, SWMCB, LMC and AMC advocating for the adoption of a Product Stewardship Framework approach for materials management.

BUDGET IMPLICATIONS

None

STAFF RECOMMENDATION

Staff recommends the Council approve a resolution endorsing a Product Stewardship Framework approach for materials management.

REQUESTED COUNCIL ACTION

Council approve a resolution endorsing a Product Stewardship Framework approach for materials management.

Prepared by: Tim Pratt, Recycling Coordinator
Attachments: A: Product Stewardship Resolution
B: Background memo from the SWMCB

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 22nd day of February, 2010 at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

**RESOLUTION No.
Support for Product Stewardship**

WHEREAS, Minnesotans produce an average of more than one ton of garbage per person each year – more than 6 million tons annually, a substantial amount of which is placed into landfills or incinerated resulting in wasted resources; and

WHEREAS, Local government in Minnesota is held responsible by the State for waste management outcomes, including assuring recycling opportunities, regulating and enforcing solid and hazardous waste laws, hazardous waste collection, and other costly waste management programs; and

WHEREAS, Minnesota cities and counties currently spend more than \$55 million annually on recycling and household hazardous waste programs and receive approximately \$14 million annually in funding from the State; and

WHEREAS, The way Americans produce, deliver, procure and dispose of goods and services accounts for 42% of the nation's greenhouse gas emissions. However, those emissions can be greatly reduced through enhanced source reduction, reuse and recycling (*Opportunities to Reduce Greenhouse Gas Emissions through Materials and Land Management Practices* U.S. EPA 2009); and

WHEREAS, Consumer products and packaging may contain materials that are difficult to recycle, toxins such as heavy metals, certain plastics, or harmful substances that pose a threat to human health and the environment; and

WHEREAS, Local governments do not design or market products and do not profit from their sale, but are spending public resources to deal with and manage the rising volume of discarded products; and

46
47 **WHEREAS**, manufacturers and others along the product chain are able to reduce the
48 environmental impact of their products and reduce the amount of trash directed to
49 landfills and incinerators by creating and financing take-back programs, reducing
50 packaging, designing products to be less toxic and easier to recycle, and providing
51 consumers with the information they need to make responsible environmental
52 purchasing, reuse, recycling, and disposal decisions; and

53
54 **WHEREAS**, When producers are responsible for ensuring their products are reused,
55 recycled or otherwise managed responsibly, and when health and environmental costs are
56 included in the product price, there is an incentive to design products that use fewer
57 resources, reduce unnecessary product elements and/or packaging, are easier to repair or
58 reuse, use recycled materials, are more durable, are easier to recycle, and are less toxic;
59 and

60
61 **WHEREAS**, when end-of-life management costs are internalized in the price of a
62 product, comprehensive market signals are provided to the consumer so they can make
63 informed decisions; and

64
65 **WHEREAS**, State government has incorporated principles of product stewardship into
66 agreements with the battery and electronics industries to arrange for collection and
67 recycling of their products at the end of their useful lives thus reducing adverse health
68 and environmental impacts from these consumer products; and

69
70 **WHEREAS**, Extended Producer Responsibility Framework approach is more efficient
71 than trying to address individual products on a case-by-case basis because the framework
72 establishes criteria, processes, and plans to provide a consistent yet flexible approach and
73 a common set of expectations for identifying and evaluating products to be managed
74 through EPR and for developing a stewardship program for those identified products; and

75
76 **WHEREAS**, the National League of Cities and the National Association of Counties
77 have endorsed the product stewardship framework approach.

78
79 **NOW, THEREFORE, BE IT RESOLVED** that the City of Roseville urges the
80 Minnesota Legislature to enact the Minnesota Product Stewardship Act and urges
81 Congress to enact nationwide producer responsibility legislation.

82
83 The motion for the adoption of the foregoing resolution was duly seconded by Member

84
85 , and upon a vote being taken thereon, the following voted in favor thereof:

86
87 and the following voted against the same: none.

88
89 WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Support Product Stewardship

[illegible]

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 22nd day of February, 2010 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of February, 2010.

William J. Malinen, City Manager

(Seal)

DATE: February 3, 2010
TO: SWMCB Policy Staff
FROM: Linda Gondringer, RRA
SUBJECT: SWMCB Product Stewardship: Resolution 2010-02

**Solid
Waste
Management
Coordinating
Board**

Commissioner Jim Kordiak, Chair
Anoka County

Commissioner Victoria Reinhardt
Vice Chair
Ramsey County

Commissioner Joseph Harris
Secretary/Treasurer
Dakota County

Commissioner Dick Lang
Anoka County

Commissioner Jim Ische
Carver County

Commissioner Tom Workman
Carver County

Commissioner Kathleen Gaylord
Dakota County

Commissioner Jan Callison
Hennepin County

Commissioner Peter McLaughlin
Hennepin County

Commissioner Janice Rettman
Ramsey County

Commissioner Gary Kriesel
Washington County

Commissioner Lisa Weik
Washington County

**Acting Deputy Commissioner
Tim Scherkenbach**
Minnesota Pollution Control Agency

Background

On January 27, 2010, the SWMCB adopted a Product Stewardship Resolution urging the Minnesota Legislature to adopt a product stewardship framework and encouraging the SWMCB members and other jurisdictions to adopt similar resolution.

This resolution, and all similar resolutions passed by other jurisdictions, can be used as a communication piece to demonstrate to the Minnesota Legislature the importance of product stewardship to local government.

This resolution is consistent with the SWMCB adopted its 2010 Legislative Policy Positions which included the following position supporting product stewardship.

Product Stewardship

SWMCB strongly supports product stewardship among manufacturers, retailers, and consumers, with the emphasis placed on industry through an Extended Producer Responsibility Framework Approach. The Framework would create effective producer led reduction, reuse and recycling programs, to deal with the a product's lifecycle impacts from design through end of life management, without relying solely on state and local governments. SWMCB also supports specific product stewardship efforts.

Product Stewardship Described

The attached document highlights what product stewardship is and why it is important to local government. These points may be helpful to you as you advance the resolutions through your county. Formal Fact Sheets and PowerPoint presentations are under development.

Next Steps

Please ask your County board to adopt a similar resolution as soon as reasonably possible. Also, SWMCB asks that counties share this resolution with its municipalities and request that they also adopt a similar resolution. A template resolution has been attached as a word file.



477 Selby Avenue
St. Paul, Minnesota 55102

651 222-7227

651 223-5229

www.swmcb.org

Once a resolution has been passed by your county, please send a copy of the resolution to:

Samatha Werre
SWMCB
477 Selby Avenue
St. Paul, MN 55101

Swerre@rranow.com

Please also ask your municipalities to send a copy of resolutions passed to the SWMCB. The resolutions will be used by SWMCB during conversations with legislators and others.

If you have any questions, please call me at 651-222-7227.

Product Stewardship

What is product stewardship?

Product Stewardship is a strategy through which manufacturers and others along the product chain share in the financial and physical responsibility for collecting and managing products in an environmentally sound manner at the end of their useful lives.

Why is product stewardship important?

Nearly 75% of today's waste is manufactured goods and packaging. Products and packaging may contain hazardous materials, and some can be expensive to manage as waste. Counties and cities in Minnesota are responsible for assuring that waste is managed properly, and this can cost a lot of money.

What is a product stewardship framework?

A framework is a comprehensive approach to product stewardship that emphasizes flexibility but offers the opportunity to move past the current product-by-product approach. A framework seeks to:

- Create a successful approach to address environmental impacts of products;
- Create a common set of expectations for product stewardship efforts;
- Create consistency in identifying and evaluating potential products; and
- Promote high quality product stewardship programs, whether mandated or voluntary.

How much is spent on managing waste?

How waste is handled in Minnesota is complex and expensive. The MPCA estimates that Minnesota residents and businesses spend \$1 billion each year to manage waste. These costs include collection, transportation, processing and disposal of products, but don't include costs for some problem materials or hazardous wastes. Most of the money goes to private firms that handle the waste. Public dollars are spent mostly on household hazardous waste management, recycling, composting, and clean-up of old landfills.

REQUEST FOR COUNCIL ACTION

Date: 2/22/10

Item No.: 7.1.

Department Approval

City Manager Approval



Item Description: Approve contracts for printing services

BACKGROUND

The City of Roseville communicates news of use and importance to residents through a variety of media. The main communication tool is the resident newsletter the “Roseville City News.” The six-page, broadsheet (11x17) newsletter is mailed to every resident and business with a Roseville mailing address for a total of 16,700 copies.

Roseville has been publishing a resident newsletter since 1967. In a 1998 survey 82% of residents said the newsletter was very effective or somewhat effective in keeping them informed of activities in the City. In a 2002 resident survey 74% of residents surveyed said they receive recycling information from the Wrap – three times more than from any other source of information.

Roseville has a significant senior population that relies on printed communication to receive information about City services. While the City continues expanding its electronic communications, many more residents are getting information from printed sources. For instance, 34 of 44 applicants for this fall’s Roseville University heard about the course from a print source, nine from word of mouth and only one who applied after viewing it on the website. This is just one of a number of examples where staff has tracked resident response to communications. Each case shows significantly more response from printed material versus electronic communications.

Roseville began soliciting bids for newsletter printing in 2001. Through competitive bidding the City has secured long-term low-cost printing which has cut the cost of printing by more than 40%. Staff has also undertaken other cost-saving measures which have saved the City an additional 20%.

The current contract with Greenhaven Printing for newsletter printing expires in March 2010. At its December 22, 2009 meeting the council unanimously authorized staff to request proposals for printing services. Staff incorporated additional printing needs (forms and envelopes) into the RFP to secure additional long-term savings.

Roseville issued the RFP for printing services and received 9 responses. A staff committee of Communication Specialists Carolyn Curti and Tim Pratt and Marketing Coordinator Nicole Dietman reviewed the responses and ranked them (Attachments D & E). The top four were invited to give presentations to the committee. The committee evaluated the presentations and

36 proposals on the basis of cost, quality of printing services, quality of design services, and
37 responsiveness as measured through interview answers and reference checks.
38
39 The committee picked two companies that will best fit the City's needs: Greenhaven Printing for
40 newsletter services and Impressive Print for forms and envelopes printing.

41 **POLICY OBJECTIVE**

42 To lock in cost savings for printing services by signing three-year contracts for printing services.

43 **BUDGET IMPLICATIONS**

44 Greenhaven Printing will print the City News Newsletter for \$4,690 per issue. The City will
45 determine the number of issues.

46
47 Impressive Print will print City envelopes and forms for the prices included in Attachment A.
48 The City will determine the quantities and frequency of the print runs for each item.

49 **STAFF RECOMMENDATION**

50 Staff recommends the council approve contracts with Greenhaven Printing and Impressive Print.

51 **REQUESTED COUNCIL ACTION**

52 A motion to approve contracts for printing services with Greenhaven Printing and Impressive
53 Print.

Prepared by: Tim Pratt, Communications Specialist
Attachments: A: Pricing information for Impressive Print RFP response
B: Proposed contract with Greenhaven Printing
C: Proposed contract with Impressive Print
D: Price Comparisons
E: Ranking Sheet

Service	Qty	Price per print run
Newsletter		
Printing and mailing City News	16,500 every two months	
	subtotal	\$5,765.00
Envelopes		
#9 with black ink logo and return address 100PC	5,000 once a year	\$241.00 + tax \$17.17
#10 with black ink logo and return address 100PC	5,000 once a year	\$235.00+ tax \$16.74
#10 with black ink logo and return address on pink paper 30PC	1,000 once a year	\$120.00+ tax \$8.55
#10 window with black ink logo and return address 100PC	10,000 once a year	\$440.00+ tax \$31.35
#10 on Nekoosa Ash Linen paper with two color logo and return address on back flap	25,000 once a year	\$2500.00+ tax \$17.81
10 x 13 with peel and seal strip, black ink logo and City Hall return address	1,000 once a year	\$225.00+ tax \$16.03
	10x13 combo run	
10 x 13 with peel and seal strip, black ink logo and License Center return address	500 once a year	\$160.00+ tax \$11.40
8 ½ x 11 Stationery on Nekoosa Ash Linen paper two-color	50,000 once a year	\$2195.00+ tax \$156.39
	subtotal	\$6,116.00+ tax
Forms		
2 ½" x 4" name stickers with black ink logo 0PC	1,000 once every two years	\$125.00+ tax \$8.90
3-part carbonless 8 ½" x 5 ½" - Leave time request 0PC	1,000 once a year	\$170.00+ tax \$12.11
3-part carbonless 8 ½" x 11" - Personnel action forms 0PC	1,000 once every three years	\$240.00+ tax \$17.10

2-part carbonless 8 ½" x 5 ½" - Pet license 0PC	1,000 once a year	\$120.00+ tax \$8.55
25 ½" x 11" folded to 8 ½" x 11" black ink - Employment Application 100PC	500 once every three years	\$395.00+ tax \$28.14
4 ¾" x 14" folded to 4 ¾" x 7" black ink - Leaf Program(we added a perf) postcard 100PC	9,000 once a year	\$1035.00+ tax \$73.74
8 ½" x 11" flyer for Clean Up Day 100PC	17,000 once a year	\$525.00+ tax \$37.41
8 ½" x 11" Letterhead on Nekoosa Ash Linen 2-color red and black (is this different than the letterhead under "Envelopes")	50,000 every year	\$2195.00+ tax \$156.39
Business card shells Two color, single-sided	50,000 every two years	\$900.00+ tax \$64.13
Business cards Black ink single-sided	15 sets of 500 throughout the year	\$30 per 2 names+ tax \$2.14
Business cards Black ink double-sided	5 sets of 500 throughout the year	\$45 per 2 names+ tax \$3.21
	subtotal	\$6,042.50+ tax
	Grand Total	\$17,923.50+ tax

**CITY OF ROSEVILLE
AGREEMENT FOR PRINTING, AND MAILING
OF THE ROSEVILLE CITY NEWS**

THIS IS AN AGREEMENT entered into the ____ day of _____, 2010,
by and between the City of Roseville, Minnesota (hereinafter "City"), and Greenhaven
Printing, Inc. (hereinafter Greenhaven), with its principal place of business at 4575
Chatsworth Street N, Shoreview, MN 55126.

WITNESSETH:

WHEREAS, the City communicates news of use and import to residents through
a bi-monthly resident newsletter, the Roseville City News (hereinafter "Newsletter");

WHEREAS, the City went through a competitive bidding process and selected
Greenhaven as the printer that best meets the City's needs for newsletter printing and
mailing;

WHEREAS, Greenhaven has offered to provide printing and mailing service for
three years at a price of \$4,690.00 per issue;

WHEREAS, the City desires to enter into this Agreement with Greenhaven to
provide printing, and mailing services in accordance with the terms of this Agreement;

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

- I. Printing Requirements. In consideration for the compensation to be paid
pursuant to Article III below, Greenhaven shall provide the following:
 1. Personnel Requirements: Greenhaven shall retain sufficient
personnel and equipment to fulfill the requirements and
specifications of this agreement.
 2. Paper Requirements: Greenhaven shall print the Newsletter on a
six-page 11" x 17" broadsheet with a folded size of 11 ¼" x 8 ½".
Greenhaven shall print the Newsletter on paper with a minimum of
100% post-consumer recycled content.
 3. Mailing Requirements: Greenhaven shall print addresses and
prepare 16,700 copies of the Newsletter for pre-sort standard
mailing. Upon approval of the Newsletter by the City, Greenhaven
shall provide for the mailing of the Newsletters.

44 4. Timelines: The City shall provide Greenhaven with a copy of the
45 Newsletter, as well as a disk and/or E-file containing the Newsletter,
46 during the first week of the month of mailing. Greenhaven and the
47 City shall consult on initial ideas on layout. Greenhaven shall
48 provide a PDF copy of the layout to the City within five (5) days.
49 After the City's Communication Specialist reviews the layout, the
50 City shall approve or deny the layout within three (3) days.
51

52 II. Term. The term of this Agreement is a period of three years beginning on
53 May 1, 2010 and ending on April 30, 2013, and the Agreement shall be effective upon
54 the approval of the City Council and execution by the Mayor and City Manager.
55 Notwithstanding the foregoing, the City shall have the right, with or without cause, to
56 terminate the Agreement at any time by providing Greenhaven with written notice of its
57 intent to terminate the Agreement 30 days prior to termination.
58

59 III. Compensation. The City agrees to pay Greenhaven \$4,690.00 per issue of
60 the Newsletter. The City reserves the right to determine the number of issues of the
61 Newsletter to be printed in any given year. Greenhaven shall submit itemized bills on a
62 per issue basis. Bills submitted shall be paid in the same manner as other claims made to
63 the City.
64

65 IV. Governing Law and Compliance. The Agreement shall be governed by the
66 laws of the State of Minnesota. In providing services hereunder, Greenhaven shall abide
67 by all statutes, ordinances, rules and regulations pertaining to the provision of the
68 services to be provided. Any violation shall constitute a material breach of the
69 Agreement.
70

71 V. Indemnification. Greenhaven agrees to indemnify and hold the City, and
72 its officer's, agents and employees, harmless from any loss, claims, liability, damages,
73 judgments and expenses (including reasonable attorney's fees and expenses of litigation)
74 arising out of the failure of Greenhaven to perform its obligation under this Agreement.
75

76 VI. Subcontractor. Greenhaven shall not enter into subcontracts for any of the
77 services provided for in this Agreement without providing a detailed list of those
78 services, including the names and contact information of those service providers.
79

80 VII. Independent Contractor. At all times and for all purposes hereunder,
81 Greenhaven is an independent contractor and not an employee of the City. Nothing
82 contained herein shall be construed so as to make Greenhaven or any of its employees an
83 employee or an agent of the City.
84

85 VIII. Assignment. This Agreement shall not be assigned, sublet, or transferred
86 without the written consent of the City.

87
88 IX. Conflict of Interest. Greenhaven agrees to immediately inform, by written
89 notice, the City Manager of possible conflicts of interest with City employees or officers.
90 Conflicts of interest may be grounds for termination by the City of this Agreement.
91

92 X. Ownership of Work. Should the City elect to terminate this Agreement
93 under Section II hereof, Greenhaven shall promptly provide all work-product to the City
94 for which payment has been made and the City shall be entitled to utilize the work in any
95 manner determined by the City to be in its best interests.
96

97 XI. Entire Agreement. This Agreement supersedes all verbal agreements and
98 negotiations between the parties relating to the subject matter hereof, as well as any
99 previous agreements presently in effect between the parties relating to the subject matter
100 hereof. Any alterations, amendments, deletions, or waivers of the provisions of this
101 Agreement shall be valid only when expressed in writing and duly signed by the parties,
102 unless otherwise provided herein.
103

104 XII. Severability. The provisions of this Agreement are severable. If any
105 portion of the contract is, for any reason, held by a court of competent jurisdiction to be
106 contrary to law, such decision shall not affect the remaining provisions of this
107 Agreement.
108

109 XIII. Notices. All notices to be given hereunder shall be in writing and shall be
110 deemed given on the earlier of receipt or three business days after deposit in the United
111 States mail, postage prepaid, addressed to:
112

113 A. City of Roseville
114 Attn: City Manager
115 2660 Civic Center Drive
116 Roseville, MN 55113
117

B. Greenhaven Printing
4575 Chatsworth St. N
Shoreview, MN 55126

120 IN WITNESS WHEREOF, the parties have executed this Agreement in Roseville,
121 Minnesota, as of the _____ day of _____, 2010.
122

123 CITY OF ROSEVILLE
124

125
126 _____
127 Its Mayor
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129
130 _____
131 Its City Manager
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135 GREENHAVEN PRINTING, INC.
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137
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139 By _____
140 Its _____
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**CITY OF ROSEVILLE
AGREEMENT FOR PRINTING FORMS AND ENVELOPES**

THIS IS AN AGREEMENT entered into the ____ day of _____, 2010, by and between the City of Roseville, Minnesota (hereinafter “City”), and Real World Enterprizes, d/b/a Impressive Print (“Impressive Print”), with its principal place of business at 1754 West University Avenue, St. Paul, MN 55104.

WITNESSETH:

WHEREAS, the City uses forms and envelopes to disseminate news and gather information;

WHEREAS, the City went through a competitive bidding process and selected Impressive Print as the printer that best meets the City’s needs for envelope and form printing;

WHEREAS, Impressive Print has offered to provide printing service for three years according to prices submitted in its RFP response and included as Attachment A to this Agreement;

WHEREAS, the City desires to enter into this Agreement with Impressive Print to provide printing services in accordance with the terms of this Agreement;

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

- I. Printing Requirements. In consideration for the compensation to be paid pursuant to Article III below, Impressive Print shall provide the following:
 1. Personnel Requirements: Greenhaven shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement.
 2. Paper Requirements: Impressive Print shall print the forms and envelopes on paper specified in Attachment A.
 3. Environmental Requirements: Impressive Print shall retain its Minnesota Great Printer designation and shall strive to obtain additional certifications such as the FSC Chain of Command certification.

4. Online Web Storefronts: Impressive Print shall provide at no additional charge Private Label Web Storefronts as described in the RFP response dated January 22, 2010.

II. Term. The term of this Agreement is a period of three years beginning on May 1, 2010 and ending on April 30, 2013, and the Agreement shall be effective upon the approval of the City Council and execution by the Mayor and City Manager. The City shall have the right, with or without cause, to terminate the Agreement at any time by providing Impressive Print with written notice of its intent to terminate the Agreement 30 days prior to termination.

III. Compensation. The City agrees to pay Impressive Print per print run at the prices specified in Attachment A. The City reserves the right to determine the frequency and number of issues of print runs of the quantity of forms to be printed. Impressive Print shall submit itemized bills on a per issue basis. Bills submitted shall be paid in the same manner as other claims made to the City.

IV. Governing Law and Compliance. The Agreement shall be governed by the laws of the State of Minnesota. In providing services hereunder, Greenhaven shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of the services to be provided. Any violation shall constitute a material breach of the Agreement.

V. Indemnification. Impressive Print agrees to indemnify and hold harmless the City and its officers, agents; and employees harmless from any loss, claims, liability, damages, judgments and expense (including reasonable attorney's fees and expenses of litigation) arising out of the failure of Impressive Print to perform its obligations under this Agreement.

VI. Subcontractor. Impressive Print shall not enter into subcontracts for any of the services provided for in this Agreement without providing a detailed list of those services, including the names and contact information of those service providers.

VII. Independent Contractor. At all times and for all purposes hereunder, Impressive Print is an independent contractor and not an employee of the City. Nothing contained herein shall be construed so as to make Impressive Print or any of its employees an employee or an agent of the City.

VIII. Assignment. This Agreement shall not be assigned, sublet, or transferred without the written consent of the City.

IX. Conflict of Interest. Impressive Print agrees to immediately inform, by written notice, the City Manager of possible conflicts of interest with City employees or

officers. Conflicts of interest may be grounds for termination by the City of this Agreement.

X. Ownership of Work. Should the City elect to terminate this Agreement under Section II hereof, Impressive Print shall promptly provide all work-product to the City for which payment has been made and the City shall be entitled to utilize the work in any manner determined by the City to be in its best interests.

XI. Entire Agreement. This Agreement supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

XII. Severability. The provisions of this Agreement are severable. If any portion of the contract is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

XIII. Notices. All notices to be given hereunder shall be in writing and shall be deemed given on the earlier of receipt or three business days after deposit in the United States mail, postage prepaid, addressed to:

A. City of Roseville
Attn: City Manager
2660 Civic Center Drive
Roseville, MN 55113

B. Real World Enterprizes
d/b/a Impressive Print
1754 West University Ave.
St. Paul, MN 55104

IN WITNESS WHEREOF, the parties have executed this Agreement in Roseville,
Minnesota, as of the _____ day of _____, 2010.

CITY OF ROSEVILLE

Its Mayor

Its City Manager

IMPRESSIVE PRINT

Its _____

Company	Price
Envelopes	
Impressive	\$6,116
Greenhaven	\$6,428
Visions	\$7,646.76
Forms	
Visions	\$3,703.37
Impressive	\$3,847.50
Greenhaven	\$4,975
Newsletter	
Bolger	\$3,554
Greenhaven	\$4,690
Visions	\$4,843
Impressive	\$5,765

Attachment E

<u>Company</u>	<u>Score</u>	<u>Price - N</u>	<u>Price - E</u>	<u>Price - F</u>
Greenhaven	4.8	2	2	3
Bolger	4.7	1		
Visions	4.1	3	3	1
Impressive	3.9	4	1	2
Minuteman	3.9			
A-1	3.35			
Avon	1.6			
Riverprint	1.5			
Tandem	0.6			

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 02/22/2010

Item No.: 7.m

Department Approval



City Manager Approval



Item Description: Adopt A Resolution of Support for Aeon's Application to Ramsey County for the Sienna Green Phase II Project

1.0 BACKGROUND

1.1. Ramsey County is soliciting applications for project eligible to Community Development Block Grant (CDBG) funds. Aeon, the developer of Sienna Phase II, would like to apply for grant funds through this program in order to offset the cost of land acquisition for this project. Attachment A is a letter provided by Aeon that provides a brief update of the Phase II project.

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

2.0 POLICY OBJECTIVE

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

3.0 FINANCIAL IMPACTS

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

4.0 STAFF RECOMMENDATION

4.1 Staff recommends that the City Council adopt the resolution supporting Aeon's CDBG grant application.

5.0 REQUESTED COUNCIL ACTION

5.1 By resolution, support Aeon's application for Ramsey County CDBG funds.

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Letter from Aeon
B: Draft Resolution of Support



Homes for Generations

February 15, 2010

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

**SUBJECT: Sienna Green II
Request for City Resolution Supporting Ramsey County Application**

Dear Jamie:

Aeon requests a City Council Resolution of Support for its application to Ramsey County for \$300,000 in CDBG funds. These funds will help fund the second phase of Sienna Green, which will create 50 new affordable apartments for families in Roseville.

Phase II of the development will bring greater density to the site and add much needed affordable two- and three-bedroom apartments. The newly constructed building will sit on the northwest corner of the lot and provide 50 apartments for those with limited incomes and a community room for all Sienna Green residents. Parking will be underground to preserve outdoor spaces for plantings and gathering spaces. There will also be front porches and other design features that promote interaction among residents. The mix of apartment size will provide more diverse housing options for low-wage earners as well as enhance safety and foster a sense of community.

Phase I involves the rehabilitation of 120 existing one-bedroom apartments and site development and reconfiguration, which will reduce surface parking, maximize green space and connect the now disparate buildings through walkways. Construction began in December 2009 and will be completed in the fall.

MN Housing declined to fund Phase II in the last round because it wanted to see more progress made on Phase I. Now that construction on Phase I has begun and will be nearly completed before MN Housing's next funding round, Aeon fully expects to receive Housing Tax Credits and the remainder of its financing in the fall of 2010. The \$300,000 in CDBG funds being requested from Ramsey County is an important part of making this happen.

The City of Roseville has been an important partner in the Sienna Green project, and we look forward to continuing that partnership. Thank you very much for working with Aeon on this application. Please call me or Anne Heitlinger at 612-341-3148 if you have any questions.

Sincerely,

John Rucker
Senior Project Manager

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 22nd day of February, 2010, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION IN SUPPORT OF AEON'S APPLICATION FOR RAMSEY
COUNTY FUNDS IN 2010 FOR SIENNA GREEN PHASE II**

WHEREAS, the Sienna Green Apartments (formerly known as the Har Mar Apartments), located at 2225 Snelling Avenue in the City of Roseville, was identified by the City as an apartment complex in need of renovation; and

WHEREAS, the northern portion of the property is an appropriate location for the development of additional affordable housing; and

WHEREAS, Aeon, a reputable Twin Cities affordable housing developer, has proposed to construct a new building, which will feature affordable two-bedroom and three-bedroom rental apartments for low-income residents; and

WHEREAS, the City has granted final approval for this new building.

NOW THEREFORE BE IT RESOLVED THAT the City of Roseville hereby supports and strongly recommends funding to Aeon for the development of Sienna Green Phase II with the goals of adding to the existing unit mix, developing a vacant portion of the property, constructing a high-quality building, adding landscaping, and improving curb appeal to convey current apartment community trends.

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

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

and the following voted against the same:.

WHEREUPON said resolution was declared duly passed and adopted.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/22/10
Item No.: 7.n

Department Approval



City Manager Approval



Item Description: Reschedule Public Hearing for Rice Street/ TH 36 Bridge Reconstruction Project

BACKGROUND

On February 8, 2010, the City Council received the Feasibility Report and ordered a public hearing for the Rice Street/ TH 36 Bridge Reconstruction Project. This public hearing is required in order to assess abutting property for a portion of the cost of the improvement pursuant to by Minnesota Statute 429.

To comply with statute, public notice needs to be published in the City's legal newspaper twice, with the first time being at least 14 days prior to the meeting, and the last one being 3 days or more before the public hearing. Legal notice was not published in accordance with these statutory requirements.

POLICY OBJECTIVE

The process for assessing a portion of the cost of a public improvement is laid out in state statute. We need to ensure that proper notice is served for this project. To achieve this, the hearing should be pushed to the March 22nd meeting.

FINANCIAL IMPACTS

This project has major financial implications for the city including the following:

1. Assessments levied in accordance with the City's assessment policy.
2. Use of Municipal State Aid (MSA) dollars to fund the majority of Roseville's portion of the cost for the Rice Street/ TH 36 reconstruction project.
3. Expenditure of utility fund dollars to pay for the repairs needed to the existing utility system.

It is proposed that the cost of the project be financed with MSA funds and special assessments. The feasibility report, received at the February 8th meeting, included a summary of the preliminary estimated costs and financing for the Rice Street/ TH 36 Bridge Reconstruction Project.

STAFF RECOMMENDATION

Staff recommends that the City Council reschedule the public improvement hearing for the Rice Street/ TH 36 Bridge Reconstruction Project from March 8 to March 22, 2010, at 6:00 p.m.

REQUESTED COUNCIL ACTION

Adoption of a resolution reschedule the public improvement hearing for the Rice Street/ TH 36 Bridge Reconstruction Project from March 8 to March 22, 2010, at 6:00 p.m.

Prepared by: Debra Bloom
Attachments: A: Resolution

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held in the City Hall at 2660 Civic Center Drive, Roseville, Minnesota, on Monday, the 22nd day of February, 2010, at 6:00 p.m.

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

Councilperson introduced and moved the adoption of the following resolution:

**RESOLUTION NO.
RESCHEDULE THE PUBLIC HEARING FOR RICE STREET/ TH 36 BRIDGE
RECONSTRUCTION PROJECT**

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

WHEREAS, on February 8, 2010, the Council received the Feasibility report with reference to the improvement of the Rice Street/ TH 36 Bridge Reconstruction Project and,

WHEREAS, the City Council ordered a public improvement hearing for March 8th, 2010 and,

WHEREAS, in order to assure that public notice is provided consistent with Minnesota Statutes, Chapter 429, this public improvement hearing needs to be rescheduled for March 22nd, 2010.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, MINNESOTA, as follows:

1. The City Council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$28,700,000.
2. A public hearing shall be held on such proposed improvement on the 22nd day of March, 2010, in the council chambers of the city hall at 6:00 p.m. and the City Manager shall give mailed and published notice of such hearing and improvement as required by law.

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

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 22nd day of February, 2010, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of February, 2010.

William J. Malinen, City Manager

(SEAL)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/22/10

Item No.: 7.o

Department Approval

DAS

City Manager Approval

W. J. Mahinen

Item Description: Discuss Request by Resident of 410 So. McCarrons for City Participation in Sanitary Sewer Service Repairs

BACKGROUND

Bobbie Carpenter, who resides at 410 So. McCarrons Blvd. and attended the City Council meeting on January 25, 2010, requested the City Council consider assistance with her expenses for thawing and repair of her sanitary sewer service. These expenses were incurred in 2007 and 2009. We have attached the information provided by Ms. Carpenter (Attachment A) which details the sequence of events and claims activity. City staff in response to her additional freeze up in 2009 did some additional investigation last summer to verify information from the denial of the initial claim and help her identify the problem with her sewer service line. Utility staff televised the line and found it full of water and were unable to diagnose the cause of the problem. We surmised there was a sag in the gravity line or an obstruction or collapse. Because we were not able to definitively confirm that any previous construction by Roseville's or St. Paul Regional Water Services, who has two water mains in this street as well, could not have damaged her service, we contacted Ms. Carpenter and told her a city crew would open the street to do more investigation. What we found is that her service line simply had a sag in it allowing standing water to freeze due to the approximate 4-5' depth. Rather than cover the line back up with the existing sag, we replaced her section of sewer line under the street which corrected the sag and allows the line to drain. We also insulated over the pipe and repaired the street. This cost was absorbed by the city's sanitary sewer budget but was the right thing to do at the time rather than cover the bad line back up. We communicated to Ms. Carpenter that despite the problem being on her line and we could find no evidence of damage we reiterated her previous expense was not a City liability. We informed her in the course of investigation we repaired the problem in that location and she should not have ongoing problems with that part of her line as she had in the past. We stated the city could not be responsible for her previous repair bills that did not resolve the issue. The City of Roseville does not have a sewer line in this street as her service line connects directly to the Met Council's interceptor line in So. McCarron's Blvd. The city spent nearly \$3000 investigating this problem and the resultant outcome is her sewer line is replaced under the street. The costs Ms. Carpenter is asking reimbursement for are related to thawing her line and a very large bill for a contractors work that did not resolve her sewer problem.

We do occasionally receive requests or claims for repair of sanitary sewer service lines. These

types of claims are submitted to the League of Minnesota Cities, our insurance carrier for determination of liability. If the city was somehow at fault for damage to the private sewer these claims are paid according to the determination. If the claim is denied the homeowner is responsible for their costs to repair. The City Attorney has advised staff (Attachment B) that the City Code does not provide authority for participating in private lateral repairs other than those which are determined caused by city actions or its contractors actions. In these circumstances staff would document the specific cause or reason for city liability.

POLICY OBJECTIVE

It is our policy to provide excellent customer service and cost effective and efficient programs and services to the residents of the city. City Code states that ownership and maintenance of service laterals lie with the property owner. The City of Roseville constructed the majority of the sewer mains in the late 50's and early 60's. The city maintains its trunk utility lines. The City has only participated in repair of private sewer laterals in cases where the city's contractor had caused damage to the line or in extremely unusual circumstances where original design considerations did not consider replacement or repair implications on the homeowner.

FINANCIAL IMPACTS

There are potentially significant cost impacts to a policy or code change allowing city participation in private sewer lateral repairs. The majority of properties throughout the city connect to utilities within the road right-of-way and most are under the pavement itself. Utility rates would need to be adjusted significantly if major shifts in policy were implemented. Typical repair of a sanitary sewer service lateral can vary from \$3,000 to \$5,000 although some may be considerably higher due to individual site conditions. There are over 9,000 single family connections to the sewer system in Roseville.

STAFF RECOMMENDATION

There is no evidence that the freeze up of this sanitary sewer service line was the result of any damage by the city or its contractors. The City Attorney has stated that current city code does not allow for city participation in these private repairs. The sag in this service line was repaired as a result of the city's investigation of liability.

REQUESTED COUNCIL ACTION

Discuss the request for city participation in the cost of this sewer repair and provide direction to staff for response to Ms. Carpenter.

Prepared by: Duane Schwartz, Public Works Director

Attachments: A: Information provided by resident of 410 So. McCarrons Blvd.

B: City Attorney opinion letter

ROTO-ROOTER SERVICES CO.

Attachment A

99 - 5th Ave. N.W., Suite 200

New Brighton, MN. 55112

651-638-9990

CUSTOMER PROPOSAL FORM

Customer Name: Edwards Company Phone: 651-577-1111 Date: 2/14
Job Address: 410 Minnesota Ave. S.
City: St. Paul, MN 55103 ZIP: 55112 Ticket # 1522214

We hereby submit estimate for: 3000' of 4" PVC 485.00 per JETTER
157' to Dig through Footing Blvd. and install
a section of 15' section sewer service with
install a clean out pipe and 7' of additional
15' to 20' to customer first. Not responsible
for removing walls.
Roto-Rooter not responsible for any infection or damage.

This agreement excludes: landscaping or seeding - rough grade only, concrete replacement, tree removal or replacement, or ground water removal. Also Roto-Rooter is not Responsible for private, unmarked utility lines such as sprinklers, yard lights, etc. Not responsible for any cost to repair or replace any lead water line or connection to the city.

SIGNATURE

We propose to furnish labor and materials in accordance with the above specifications for the sum of Three thousand four hundred dollars (\$ 3400.00) with terms of payment:

HALF Down and HALF Upon completion
(Any unpaid past due balance is subject to the maximum finance charge allowable by the State of Minnesota) This proposal is valid for _____ days.

This proposal does not include any village or city services or access charges that must be paid to the issuing of permits. The proposal not include unusual underground hazards such as buried debris, boulders, stumps, underground sprinkler systems, gas lines, electrical lines, telephone line, high-water table, rock, concrete, blacktop, street or road replacement (concrete or blacktop), sidewalk step replacement, curb or gutter replacement, ripping frost, dewatering or pumping charges, trenching over nine feet deep, cribbing or any other ground conditions, and will be charged to the Owner(s) of the property as an extra charge as these items are not included in the proposal. We are not responsible for any of the following: scratching or damaging of surfaces, items or other things; damage to or replacement of any pipe; cable retrieval if cable cannot be withdrawn for any reason; any damage from resulting of tree roots or similar problems. Trenching for sewer cable will be at owners expense. Spillage of fuel oil, gas etc., or any kind of spillage including hazardous waste material, clean-up will be expense of the owners. Roto-Rooter Services Co. cannot be responsible for any water damage or similar damage resulting from actual repair of any said plumbing repair. Compaction of soil is not included in this proposal. We cannot be responsible for any damage to trees or shrubs, but will make every effort to protect them. Mechanics lien may automatically be filed 15 days after date of service.

CONTRACTORS LIEN NOTICE:

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITH HOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

ROTO-ROOTER SERVICES CO.



M	D	Y
SERVICE TECHNICIAN'S NAME #		
SEWER & DRAIN ☐ PLUMBING ☐ PUMPING ☐		
INDUSTRIAL ☐ EXCAVATION ☐ DRAIN TILE ☐		

CUSTOMER NAME		CUSTOMER NO.		CUSTOMER CLASS ☐ RESIDENTIAL ☐ COMMERCIAL	
BILLING ADDRESS			APT. NUMBER		FEDERAL I.D. #
CITY	STATE/PROVINCE	ZIP/POSTAL	CUSTOMER PHONE NO.		P.O. NUMBER/AUTHORIZATION
JOB ADDRESS (IF DIFFERENT THAN BILLING ADDRESS)			CITY	STATE/PROVINCE	ZIP/POSTAL
REPAIR CODE	ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____. Neither date is guaranteed. Unexpected conditions or problems could cause delays.)				\$ AMOUNT

WORK ORDER AUTHORIZATION I authorize the services above and agree to pay the amounts indicated. I have read and agree to the terms on the reverse side, including the limits on Roto-Rooter's responsibility specified in those terms.

(SIGNATURE) _____ (PRINT NAME) _____
 (E-MAIL ADDRESS) _____ ☐ Send plumbing tips, product/services information and coupons via email.

ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED AND/OR REPAIR ESTIMATE(S) AS NOTED ON COURTESY PLUMBING INSPECTION

RESIDENTIAL GUARANTEE		COMMERCIAL GUARANTEE		PAYMENT		Customer initials for additional charges	
LABOR		LABOR		CASH ☐		LABOR \$ _____	
☐ Main/Branch Cleaning 6 months	☐ Main/Branch Cleaning 30 days	☐ Toilet Auger 7 days	☐ Toilet Auger 24 hours	CHECK NO. _____ *		PARTS \$ _____	
☐ Plumbing Repair 6 months	☐ Plumbing Repair 90 days	☐ Plumbing Replacement 1 year	☐ Plumbing Replacement 90 days	CREDIT CARD ☐		PRODUCTS \$ _____	
☐ Rate of Guarantee 1 year	☐	REASON FOR NO GUARANTEE		NET 10 DAYS ☐		OTHER \$ _____	
				OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH		TAX \$ _____	
				* In the event check is returned, the COMPANY will charge the CUSTOMER a \$25.00 processing fee.		INVOICE TOTAL \$ _____	

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction.

(SIGNATURE) _____ (PRINT NAME) _____
 NEXT VISIT _____

- ☐ Introduce myself and greet you in a friendly manner.
- ☐ Respect your property by wearing booties, using protective mats and cleaning up my work area(s).
- ☐ Diagnose and solve the problem to your satisfaction.
- ☐ Explain the benefits of our preventive maintenance products and ask permission to provide a free inspection of your plumbing system.
- ☐ Explain the invoice attachment and service stickers.
- ☐ Work hard to earn all of your future plumbing and drain business.

_____ Customer initials

Put the Roto-Rooter family of maintenance products to work for you! Our drain maintenance products are environmentally safe and help keep your drains in top condition. Available only through Roto-Rooter locations and technicians.



Two ounces of Roto-Rooter® Pipe Shield® in each of your drains every month gives drains a protective coating to prevent buildup. Each bottle of Roto-Rooter® Pipe Shield® contains 64 treatments.

Roto-Rooter® Root Destroyer kills tree and shrub roots in your drain and sewer lines without harming the rest of your plant's root system.

Roto-Rooter® Septic Tank & Cesspool Treatment is an easy-to-use liquid that breaks down the greases, starches, proteins and other organic materials that can clog septic tanks, drain fields and cesspools.



**League of Minnesota Cities
Claims Department**

145 University Avenue West, St. Paul, MN 55103-2044
(651) 281-1200 • (800) 925-1122
Fax: (651) 281-1297 • TDD: (651) 281-1290
www.lmnc.org

May 21, 2007

Bobbie Carpenter
410 S. McCarrons
Roseville, MN 55113

RE: LMCIT FILE NO.: 11059831
TRUST MEMBER: CITY OF ROSEVILLE
CLAIMANT: BOBBIE CARPENTER
D/OCCURRENCE: 1/15/07

Dear Ms. Carpenter:

The League of Minnesota Cities Insurance Trust provides coverage to our trust member, the City of Roseville. I have finished my investigation into your claim for your frozen sewer service line.

I fail to find evidence the City of Roseville is responsible for your damages, therefore, I must respectfully deny liability.

During a street reconstruction project in 1997 the street was widened and a walking path was added. In addition there were several retaining walls which were part of this project. The street was not lowered. We do not believe the project had anything to do with your frozen sewer service line.

Your sewer service ties in to a large main owned by the Metropolitan Council. During the project the city noticed your private service was shallow so they insulated over your service in an attempt to provide protection for you from this type of occurrence. During the 2006/2007 winter there was very little snow cover to act as a protection and additional insulation of your private line. That coupled with the fact of colder temperatures your private sewer service froze.

We regret that we cannot provide you with a more favorable resolution of your claim. If you have any questions feel free to contact me 651-215-4067.

Sincerely,

Danielle Monteith
Claims Adjuster

c: Mark Johnson, LMCIT
Brenda Davitt, City of Roseville

> Roseville City Council:
> Craig Klausing, Amy Ihlan, Tom Kough, Dan Roe, Tammy Pust
> 2660 Civic Center Drive
> Roseville, MN 55113-1899
> city.council@ci.roseville.mn.us
>
> March 31, 2008
>
> Dear Roseville City Council,
>
> This is my sad, sad tale of unexpected property expenses that I feel the City of Roseville, and/or Ramsey County (and possibly the School District of Roseville) are in part responsible for. I apologize for the length of this letter, but felt it necessary to detail the unfortunate turns of events and their subsequent costs. See if you don't agree.
> The first was the replacement of my mailbox which was knocked down in November of 2006 by a school bus, as witnessed by one of my neighbors, costing me a total of \$297 to replace according to requirements of the U.S. Postal Service and the City of Roseville: \$97 for the new mailbox and pole; \$200 to have it installed.
> (Enclosure1)
> The second involved the removal of a diseased elm tree from my property, also in late 2006, for \$1800. I could've had done it for considerably less, but was required to contract with one of the authorized services on the list provided to me by the City of Roseville. (Enclosure2)
> The third, and by far the biggest, was the 2007 repair of the frozen water main coming into my house from under McCarrons Boulevard South, and damage to/loss of personal property. As you may recall, February of 2007 was the coldest recorded in two decades, resulting in the public sewer main freezing and backing up into my basement. I know I wasn't alone; I saw a number of City and private sector vehicles repairing similar problems around the neighborhood during this time.
> The freeze occurred in an area of McCarrons Boulevard where the City/County Water District lowered the roadbed in the late 1990's in an attempt to raise the level of the lake. Unfortunately it brought the pipes substantially closer to the surface, the City/County failed to insulate them and they froze in the prolonged sub-zero temperatures we experienced in February 2007. It three

days to be repaired: the roadbed had to be dug up; a propane heater run for two days to thaw the pipe so it wouldn't rupture further; the pipe replaced and wrapped at the break; and the road re-closed: all at a cost of \$4,000, of which I had to pay half up front, and the remainder at completion. The repair service thoughtfully took pictures and documented what they found when they opened the ground, should you be interested.

(Enclosure3)

> In addition, it cost me @ \$500 in damage to personal items and for cleanup of my basement. I bought a shop-vacuum so I could contain and dispose of said sewer backup matter since the drain was frozen – that was fun. I couldn't use my toilets; run my dish- or clothes-washers; or take a shower or bath for those three days. I used the facilities at the Burger King on Rice and Larpenneur, and a friend in St. Paul availed me of the use of her bathroom and shower. This all took place over Valentine's Day 2007; that was fun too.

Attached are details of these out-of-pocket expenses, which were incurred between late-October 2006 and mid-February 2007. Why did it take me so long to submit all of these, you ask? Well the first one in fall of 2006 wasn't too bad; I just figured I'd eat it. Then came the rest. I did submit the bill for the sewer repair last spring, (not including the property loss or basement cleanup), to the Ramsey County Water District, as advised by someone in your office, was refused and by the end of summer gave up. I was also told that because of the now shallow location of the city sewer they couldn't guarantee it wouldn't happen again should the temperature remain at sub-zero for any extended periods in the future.

(Enclosure4)

I then submitted a claim to my Insurance company, but found I didn't have coverage for 'frozen sewer lines'. Who knew? It hadn't come up when I insured my home; I've added coverage to my policy, just to be safe.

I now find myself holding a debt that I'm hoping the City/County can in some way assist me with. I'm not a spendthrift; I'm single, handicapped, with a fixed income – not a card I care to play often. Adding to the dilemma, my central air went out last June, and bingo: another \$3600. While that expense is totally my responsibility, I felt it needed to be brought into the picture because I have Multiple Sclerosis, which requires that I have air conditioning in the summer, so it had to be replaced immediately.

Meanwhile I hadn't finished paying down the full amount of the three previous expenditures, all of which went on credit cards, as did the air-conditioning. The grand total came to @ \$11,000.00 which I've been trying to pay off, albeit slowly; the service charges keep adding up. The \$3600 replacement cost for the AC is my responsibility, as is the interest on the credit cards, which to date has totaled over \$1500 and continues to climb as long as I can't afford to pay the cards off in full. That leaves a \$6600, before interest, which I'm having difficulty digesting. Can you help me? I haven't defaulted on my mortgage or property taxes, but because I'm handicapped and on a fixed income combined with the escalating costs of goods and services we are all being hit with it's looking a little scary at the moment.

>
> I sincerely thank you for your time,

>
>
> Bobbie J. Carpenter
> 410 S. McCarrons Blvd.
> Roseville, MN 55113
> (651) 488-5593
> bjc348@comcast.net

>
>
>
>
>
>

Public Works Director
City of Roseville
2660 Civic Center Drive
Roseville, MN. 55113
651-792-7041

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

From: bjc348@comcast.net [mailto:bjc348@comcast.net]

Sent: Monday, July 14, 2008 3:08 PM

To: Duane Schwartz

Subject: RE: conversation/e-mail: 6/23

Hi Duane,

Just checking in to see if there has been any movement on this issue. I look forward to hearing from you.

Hot enough for you?

B.J. Carpenter
410 S. McCarrons Blvd.
Roseville, MN 55113

651/488-5593

bjc348@comcast.net

----- Forwarded Message: -----

From: bjc348@comcast.net

To: duane.schwartz@ci.roseville.mn.us

Subject: conversation 6/23

Date: Mon, 23 Jun 2008 21:00:40 +0000

Hi Duane,

I may have sent this, but it doesn't appear in my sent box. (I was interrupted by something just as I thought I was sending..) I've both attached the letter I intended to the City Council in March, and pasted it in, in case you have problems opening the attachment.

>

Thank you for your assistance on this, I look forward to hearing from you.

>

B.J. Carpenter

RE: conversation/e-mail: 6/23

Sent By:

"Duane Schwartz" <duane.schwartz@ci.roseville.mn.us>

On: Jul 07/31/08 4:24 PM

To: bjc348

Bobbie,

I have checked into the reasons that the LMCIT had stated for the denial of your claim which was that the city hadn't significantly altered the elevation of the road and had in fact insulated your sewer service line as a part of the road project.

The area impacted by the widening for the pathway would be near and under the retaining wall which was also insulated. I have had recent discussions with the City Attorney about the city's ability to participate in the repair cost of what city code defines as private (service laterals). He has stated and is providing a written opinion to the effect that the Council does not have the authority to participate in the repair of service laterals without changing the city code.

Changing the city code could have significant cost implications that the Council would need to understand and consider. We will know in a few weeks whether the Council is interested in looking at code changes. The current discussion was precipitated by a request for participation in a collapsed service lateral under the concrete pavement on County Road B. I can let you know if it looks like there will be any changes but for now as staff I believe the LMCIT decision to deny is what we are obligated to stand by.

There is no question your service is much shallower in the roadway than the normal 7 feet of cover or more. The depth is dictated by the Met Council gravity sewer main under the street that was built in the late 50's.

I am sorry I don't have better news.

Sincerely,

Duane Schwartz

Duane Schwartz



STATE OF MINNESOTA PUBLIC UTILITIES COMMISSION

May 21, 2009

BOBBIE CARPENTER
410 S MCCARRONS BLVD S
ROSEVILLE MN 55113

PUC Case ID # 52592-TS

Ms. Carpenter,

This is in response to your inquiry regarding your sewer services.

The Minnesota Public Utilities Commission regulates investor-owned natural gas and electric utilities and all telephone utilities providing service to Minnesota consumers.

Water/sewer/trash collection regulation is handled by local (city) government. Please contact the City of Roseville regarding your concerns. You may find the listing in the blue pages of your telephone directory.

I hope you find this information helpful.

Sincerely,

Consumer Affairs Office

www.puc.state.mn.us

PHONE (651) 296-7124 • FAX (651) 297-7073 • TDD (651) 297-1200 • 121 7th PLACE EAST • SUITE 350 • SAINT PAUL, MINNESOTA 55101-2147

March 29, 2009

Craig Klausing, Mayor

Amy Ihlan, Councilperson-at-large

Jeff Johnson, Councilperson-at-large

Tammy Pust, Councilperson-at-large

Dan Roe, Councilperson-at-large

citycouncil@ci.roseville.mn.us

Deb Bloom, Engineer, City of Roseville

deb.bloom@ci.roseville.mn.us

Duane Schwartz, Public Works Director, City of Roseville

duaneschwartz@ci.roseville.mn.us

Will Rossbach, Commissioner, Suburban Representative

St. Paul Regional Water Services

will.rossbach@ci.maplewood.mn.us

Dear City and Water District Officials,

I'm revisiting the issue of the freezing of the sanitary sewer line at the street in front of my home in February 2007, during "unusual and lengthy sub-zero temperatures" and the subsequent backup into my basement causing \$4,650.60 in damages, repair, and personal property loss, all of which I paid for out of pocket; plus the inconvenience of not having the ability to use the toilet, shower, or dishwasher in my home for a full weeks time. The major expense was the repair to the line on the city/county/water district side, and in effect cost me much more because I was unable to pay for the services directly, and had to put it on a credit card and pay interest in addition to the principle over a year's time. When I contacted the city in 2007 I was told it was a county issue, who told me it was a water district issue, who told me it wasn't their issue, and there was nothing that could be done. (In a phone conversation today with Ramsey County I was assured that the county has no governance with regard to the water system within the Roseville city limits.)

In the winter of 2008 nothing happened and it seemed the problem was resolved, which was good because I was still paying the bill from 2007. The expenses incurred in that instance combined with the crumbling state of the economy and the fact that I had a 'bad' mortgage, which I spent a great deal of the last year getting modified, put me in near financial disaster (including the inability to pay my property taxes in full for the second half of 2008), when it happened again the recently passed winter. February 2009 was extremely cold with little snow cover and the sewer under the road in front of my house froze again, this time costing me \$933.20 in thawing charges. I did all the clean up myself this time because I could not afford to bring someone in, all-in-all not a pleasant or easy thing for me.

Adding to the inconvenience of this happening twice forcing me to leave my house to find bathroom facilities during the coldest and iciest time of the year, I believe it worth bringing to everyone's attention that I'm semi-handicapped and unable to drive in the dark, and live alone on a very fixed income. I've been in this house since the fall of 2003, spent a great deal of money making it accessible so I could live here independently

and am genuinely concerned that this will continue to revisit me in upcoming winters. In view of the fact that it clearly isn't anything I've caused or have control over and have little hope of recovering any of the out-of-pocket expenses I've had to bear to date, I cannot go through this again without assistance from one, if not all, of your agencies.

Cannot something be done in the warm weather months to insulate the main lines against this happening again? I've heard rumor of others in similar situations, and would be curious to hear their stories.

Sincerely,

Bobbie J. (BJ) Carpenter
410 South McCarrons Blvd.
Roseville, MN 55113
(651) 488-5593
bjc348@comcast.net

Office of Minnesota Attorney General Lori Swanson
1400 Bremer Tower
445 Minnesota Street
St. Paul, MN 55101
Attn: Consumer Complaints Division

June 3, 2009

Dear Attorney General Swanson and Whomever It May Concern
Within the Consumer Complaints Division,

Since April of 2007 I've been in contact with numerous agencies attempting to rectify an unanticipated and rather expensive situation that occurred first in February of 2007, and again in February of 2009 when the sanitary sewer line coming into my home froze on City? (Roseville); County? (Ramsey); State? (Public Utilities/Water District) property and backed up into my home. The out-of-pocket cost for the first instance was \$4,650.60 in repair to the line; damages; inconvenience; and clean up of my home. This figure does not include the interest on my credit card, which I am still paying off. The second (2009) came to \$933.20, again unanticipated due to the repairs I'd paid for 2 years earlier. In both instances it was extremely cold, and I was without running water (bath, dishes, laundry) and use of a toilet for a full week in 2007 and 48 hours in 2009 respectively before it was resolved. My total-out-of-pocket expense now stands at \$5,583.80, not including credit card interest, cleaning supplies, outside meals, etc.

During my investigation of the problem after the first occurrence it came to light the road in front of my home had been lowered sometime in the mid-nineties bringing the sewer line closer to the surface, subjecting it to the extreme cold and possibility of freezing. On the first occurrence Roto-Rooter told me the line hadn't been properly insulated when the roadbed was changed, and it would likely happen again, which it did almost two years later to the date. The City of Roseville told me it was a Water District issue; the Metro Water District told me it was a Ramsey County issue; Ramsey County told me it was a City of Roseville issue. On contacting the Mayor's office shortly after the second occurrence (*letter attached*), the City was out within 24 hours. I was told by the service company hired by the City that in 2007 Roto-Rooter had clearly over-charged me and the cost should not have been more than \$500 the first time, and clearly not \$900 the second. I'd previously contacted the Mayor/City in 2008 in an attempt to seek resolution of the 2007 incident (*letter attached*), but received no response. No one seems to claim responsibility, and I don't believe it to be something I've caused as I've only lived in the house since late 2003. I've enclosed several documents sent to the various agencies in an attempt to rectify this situation.

I'm handicapped and on a fixed income. This factor and the deterioration of the economy have made things quite difficult for me. At the time, I was also on an ARM, not fully grasping what would happen at the end of the term in December of 2008. Fortunately I was able to refinance/modify my mortgage beginning in January 2009, but only after extreme expense (maxing out my credit cards so I wouldn't default), and depletion of my savings. When the sewer froze in February of this year, it easily took me

3 days after the line was thawed to clean the raw sewage out of my basement before beginning to sanitize everything. This time the expense was \$933.20, and not covered by the extension I'd had put in force on my homeowner's policy after the first incident (my deductible is \$1,000).

These woes only added to the debt-load my ARM imposed, and as a result I fell behind on my heating/electricity bill over the last two winters. The 'good news' is I've recently caught up on my energy bills and don't face the possibility of having my electricity and gas cut off as Xcel had threatened. I was able to do so by, and this is the 'bad news', letting other bills and important issues languish; i.e. a physician-ordered colonoscopy, and a second cataract surgery. In an attempt to further wade through this financial mess, I canceled the security system on my home; my home cleaning service (taking it on myself); and both newspaper and cable television services; and any 'extraneous' activities like my physician-recommended health club membership; dining out; movies and so forth. When these measures proved to not be enough and I found I'd need to cut back even more, my options were to: stretch and not fill Rx's because of the co-pays (I take 6 prescribed medications per day with a combined co-pay of \$140.00/month); feed myself and my service dog less; or not pay property taxes. I opted for the third.

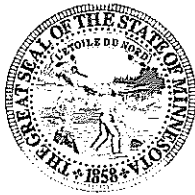
In an attempt to get on top of my tax and credit card obligations I was fortunate to find part-time employment in the last month which I'm able to handle without too much exhaustion; this will help a bit, however \$8.50/hour for 20 hours/week doesn't go far in today's economy. And I've rented my second bedroom to a college student for \$50/week plus help with yard and house maintenance; this started on June 1, 2009. Is there anything that can be done to help recover some of the \$5,583.80 plus interest, though I realize I'll likely have to swallow that?

I've included the required forms regarding the businesses/agencies contacted in this matter, as well as supporting documents/letters I've accumulated over the past two years.

I look forward to your prompt response and action on this matter.

Bobbie J. Carpenter
410 S. McCarrons Blvd.
Roseville, MN 55113
(651) 488-5593
bjc348@comcast.net

Enclosures: 5.



STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL

LORI SWANSON
ATTORNEY GENERAL

July 20, 2009

SUITE 1400
445 MINNESOTA STREET
ST. PAUL, MN 55101-2131
TELEPHONE: (651) 296-7575

Ms. Bobbie J. Carpenter
410 South McCarrons Boulevard
Roseville, MN 55113

**Re: Roto Rooter Services Company, City of Roseville,
File No: CEN/2009/416449/C**

Dear Ms. Carpenter:

I am responding with regard to your recent complaint against Roto Rooter Services Company ("Roto Rooter") and the City of Roseville.

In your complaint, you state the sewer line connected to your home has frozen and backed up in February of 2007 and again in February of 2009. You state your total out-of-pocket expense for these incidents is now \$5,583.80. You state that you have talked to the City of Roseville, the Metro Water District and Ramsey County in order to receive payment for the cost of the clean-up, but no one has taken responsibility. You indicate you are experiencing a financial hardship and the cost of the sewer line back-up has added additional strain on your finances. You sought the assistance of this Office in order to receive compensation for the cost associated with your sewer line back-up.

Under Minnesota law, the Attorney General's Office has limited authority. For instance, it does not have jurisdiction to provide legal advice to private citizens. Notwithstanding this limitation, I can provide the following comments, which I hope will be helpful.

After contacting Roto Rooter, it appears that the work that was relating to the issues with your sewer line was done on the boulevard before your line reached the city main line. It is my understanding the city would provide payment for any blockage or thawing after your line reached the city line. Accordingly, you may be responsible for payment on work done before your line reached the city main line.

In light of the above, if you wish to further pursue this matter, you may wish to consider to continue following up with your city council members. The Roseville City Council is charged with passing policies and ordinances that govern the city and accordingly, would be able to enact changes with coverage of sewer line back-ups.



Thank you again for contacting this Office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clarissa Nelson', written over a horizontal line.

Clarissa Nelson
Consumer Services Division
(651) 355-0733 (Voice)
(651) 282-2155 (Fax)

Enclosure

November 6, 2009

Craig Klausing, Mayor
Amy Ihlan, Councilperson-at-large
Jeff Johnson, Councilperson-at-large
Tammy Pust, Councilperson-at-large
Dan Roe, Councilperson-at-large
citycouncil@ci.roseville.mn.us

Re: sewer expense reimbursement

Dear City Council officials,

Margaret at Roseville City Hall suggested I address my concerns to the council as a whole in the hope of gaining a response from the member best suited to help with my specific situation.

In the past two years, I've contacted the council, along with the Ramsey County Water District and the Attorney General's office, both of which suggested this would be best dealt with on a city level, several times about the above referenced issue, (copy of March 29, 2009 letter follows), and while the sewer was finally insulated this past summer, I'm still looking to recoup at least some of my out of pocket expenditures.

During those two years the sewer froze, I had additional heavy expenses to bear, i.e. health-related (surgery co-pays); home repair costs (central air conditioning had to be replaced and I cannot be without it) added to the sewer costs (there were others), the combination of which took my entire savings and pushed me to max out my credit cards so I could buy food, pay mortgage, property taxes, etc. Now that the credit cards are gone, and having a fixed income, I've opted to pay my mortgage, heat, and electricity, and use what little is left for food, prescription co-pays (6/month; \$10 - \$50 each) snow removal and gas, and am now in arrears on my water bill, property and income taxes, on which interest accrues daily.

Is there not someone who can help me with this? I'd like to set up a face-to-face meeting at the council-member's earliest convenience to try and get this resolved; I have complete documentation of all transactions, contacts, and conversations. Additionally Duane Schwartz, Public Works Director, is familiar with the situation, and has been sympathetic and helpful to the extent he could be.

I thank you in advance and look forward to hearing from someone soon.

Sincerely,

Bobbie J. (BJ) Carpenter
410 South McCarrons Blvd.
Roseville, MN 55113
(651) 488-5593
bjc348@comcast.net

Craig Klausing, Mayor
Amy Ihlan, Councilperson-at-large
Jeff Johnson, Councilperson-at-large

Tammy Pust, Councilperson-at-large

Dan Roe, Councilperson-at-large Deb Bloom, Engineer, City of Roseville

Duane Schwartz, Public Works Director, City of Roseville

Tuesday, November 17, 2009

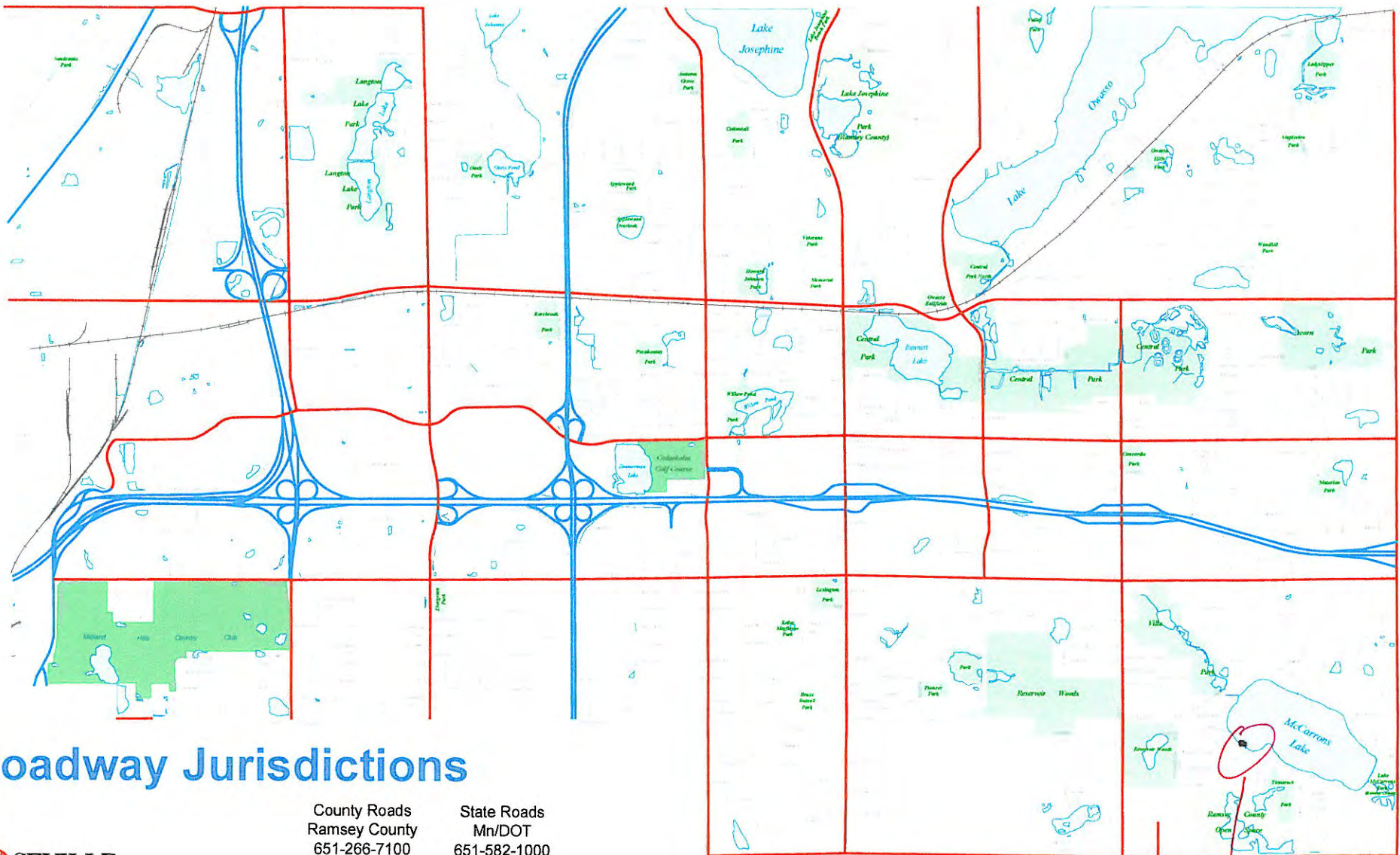
Hello Again,

I'm checking in to see if there has been any discussion regarding my request for face-to-face meeting with the council-person who would be best suited to assist me in the resolution of the matter involving expenses I paid for repair of the city's frozen sanitary sewer. Attached are the letters sent on 3/29/09 and 11/06/09.

I've added Deb Bloom and Duane Schwartz to my list of city contacts, to bring them back into the loop, should they be able to assist in this issue.

I look forward to hearing from you soon.

BJ Carpenter
410 S. McCarrons Blvd.
Roseville, MN 55113
(651) 488-5593
bjc348@comcast.net



Roadway Jurisdictions

County Roads
Ramsey County
651-266-7100

State Roads
Mn/DOT
651-582-1000



Prepared by
Engineering Department
April 3, 2008



Data Sources and Credits:

1. Ramsey County Parks and Recreation (2007)

2. City of Roseville Engineering Department

For further information regarding the contents of this map contact:

City of Roseville Engineering Department

2000 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 such. This map is a compilation of various information and data for each of various city, county, state and federal offices and other sources regarding the area shown, and while the City of Roseville has made every effort to ensure the accuracy of the information, it does not warrant or guarantee the accuracy of the information. The City of Roseville is not responsible for any errors or omissions in this map. The City of Roseville is not responsible for any damages or injuries resulting from the use of this map. The City of Roseville is not responsible for any damages or injuries resulting from the use of this map. The City of Roseville is not responsible for any damages or injuries resulting from the use of this map.

0 500 1000 1500 2000 Feet

map: RamseyJurisdictions.mxd

map: RamseyJurisdictions.pdf



410 S. McCARRONS BLVD.



January 4, 2010

BOBBIE JO CARPENTER
410 MCCARRONS BLVD S
ROSEVILLE MN 55113-6952

RE: Delinquent Amount: \$181.23
City of Roseville Service Address: 410 S MCCARRONS BLVD
Account Number: 012580-000

Dear Property Owner,

Ramsey County records indicate you are the current owner of the above property in the City of Roseville. Water utility charges at the above address are more than \$1.00 delinquent as of Jan. 4th 2010. In Roseville, unpaid amounts remain with the property according to state statutes and city ordinances. Roseville city ordinance 802.16 requires us to assess this delinquent amount to Ramsey County Property Taxes.

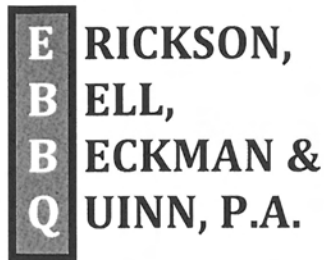
Action to Collect Charges: Any amount due for water charges in excess of 90 days past due shall be certified to the County Auditor for collection with real estate taxes. This certification shall take place regardless of who applied for water services, whether it was the owner, tenant or other person. All applications for water service shall contain an explanation in clear language that unpaid water bills will be collected in real estate taxes in the following year. The City shall also have the right to bring a civil action or other remedies to collect unpaid charges. (Ord. 661, 3-13-1972)

You have the opportunity to attend a hearing to dispute this amount on **Monday Feb. 8th 2010**. If we do not receive the delinquent amount listed above on or before **Wednesday, Feb. 10th**, we must notify Ramsey County. Once this happens, the delinquent amount is removed from the water utility account with the city and is due and payable only to Ramsey County on your 2011 taxes.

City of Roseville
Finance Department
Utility Billing
(651) 792-7196
www.cityofroseville.com

****DELINQUENT PAYMENT**PROCESS ASAP**

Property Address: 410 S MCCARRONS BLVD Account Number: 012580-000
Property ID Number: 132923310120
Delinquent Amt: \$181.23 Enclosed _____ Date Received _____



1700 West Highway 36
Suite 110
Roseville, MN 55113
(651) 223-4999
(651) 223-4987 Fax
www.ebbqlaw.com

James C. Erickson, Sr.
Caroline Bell Beckman
Charles R. Bartholdi
Kari L. Quinn
Mark F. Gaughan
James C. Erickson, Jr.

Robert C. Bell – *of counsel*

TO: Duane Schwartz

FROM: Charles R. Bartholdi

RE: Carpenter Sanitary Sewer Reimbursement Request
410 S. McCarrons
Roseville, MN 55113

DATE: Feb. 12, 2010

I have reviewed the material delivered to the City by Ms. Carpenter at the January 11, 2010 City Council Meeting. From information provided to me on this matter I find as follows:

1. The damage referred to by Ms. Carpenter in both 2007 and in 2009 was the result of a frozen sewer line.
2. There is a slight sag in the sewer line where it is believed the blockage occurs.
3. The location of the sag and the blockage in the sewer line is between Ms. Carpenter's home and the main sewer line. This portion of the line was constructed by a private contractor.
4. A claim was previously submitted to the League of Minnesota City Claims Department in 2007. The investigation of the League of Minnesota City Insurance Trust found that the City of Roseville was not responsible for the backup and the claim was denied.
5. Section 802.06 L2 of the Roseville City Code provides as follows:

"It shall be the responsibility of the owner or occupant to maintain the sewer service from the main sewer into the house or building."

Based upon the foregoing I find that the blockage problem is located in that portion of the sewer line running from Ms. Carpenter's home to the main City sewer line. According to City Code, the owner of the property is responsible for maintaining and cleaning the sewer line from her home to the City's sewer main. Therefore, the homeowner and not the City is responsible for the damages incurred by Ms. Carpenter resulting from the sewer line backup.

Should you have any further questions or comments regarding this opinion, please contact me.

CRB/alb

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/22/10
Item No.: 9.a

Department Approval



City Manager Approval



Item Description: Storm water Illicit Discharge and Connections Ordinance.

BACKGROUND

The proposed Storm water Illicit Discharge and Connections Ordinance was presented to the City Council at the January 25 meeting. Changes have been made to address the following items:

- Clarify language on the discharge of pool water into the storm sewer system
- Clarify ordinance language on washing of vehicles and equipment
- Clarify language on washing down of impervious surfaces.
- Remove ambiguity in other sections when possible.

Attached is a marked up copy of the revised Storm Water Illicit Discharge and Connections ordinance. The City Attorney has reviewed this final draft and suggested some changes to the language provided to the Council in the pre-packet on February 12. Also attached are two suggested code changes to create consistency between other sections of the code with this new section of code.

POLICY OBJECTIVE

In drafting this ordinance, the PWETC and staff had extensive discussions about each individual section of the ordinance and asking critical questions about enforceability and “maximum extent practicable”. This ordinance will make it possible to assist staff in our efforts to promote, preserve and enhance the natural resources within the City. It will provide some protection from adverse effects caused by non-storm water discharge by regulating discharges that would have an adverse and potentially irreversible impact on water quality and environmentally sensitive land.

FINANCIAL IMPACTS

Financial impacts include staff time to enforce the code. Enforcement of this ordinance will be the responsibility of the Public Works Department. We estimate that staff invests up to 200 hours annually responding to citizen reports of illicit discharges into the storm sewer system.

STAFF RECOMMENDATION

Approve the Storm Water Illicit Discharge and Connections Ordinance and associated Code updates.

REQUESTED COUNCIL ACTION

Approve the Storm Water Illicit Discharge and Connections Ordinance and associated Code updates.

Prepared by: Debra Bloom, City Engineer

Attachments: A: Storm Water Illicit Discharge and Connections Ordinance Final Draft

B: Suggested Code Changes

CITY OF ROSEVILLE
STORM WATER ILLICIT DISCHARGE AND CONNECTIONS ORDINANCE

803.03: STORM WATER ILLICIT DISCHARGE AND CONNECTIONS

A. Purpose:

The purpose of the ordinance is to promote, preserve and enhance the natural resources within the City and protect them from adverse effects caused by non-storm water discharge by regulating discharges that would have an adverse and potentially irreversible impact on water quality and environmentally sensitive land. This ordinance will provide for the health, safety, and general welfare of the citizens of the City of Roseville through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

1. To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by storm water discharges by any person.
2. To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system
3. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

B. Definitions:

For the purposes of this ordinance, the following terms, phrases, words and their derivatives shall have the meaning stated below.

1. BEST MANAGEMENT PRACTICE (BMP): Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by state or designated area-wide planning agencies.
 - (i) Non-structural BMP: Practices that focus on preserving open space, protecting natural systems, and incorporating existing landscape features such as wetlands and stream corridors to manage storm water at its source. Other practices include clustering and concentrating development, minimizing disturbed areas, and reducing the size of impervious areas.
 - (ii) Structural BMP: a physical device that is typically designed and constructed to trap or filter pollutants from runoff, or reduce runoff velocities.
2. Commercial: Activity conducted in connection with a business.
3. DISCHARGE: Adding, introducing, releasing, leaking, spilling, casting, throwing, or emitting any pollutant, or placing any pollutant in a location where it is likely to pollute waters of the state.
4. EQUIPMENT: Implements used in an operation or activity. Examples include, but are not limited to; lawn mowers, weed whips, shovels, wheelbarrows and construction equipment.
5. EROSION: any process that wears away the surface of the land by the action of water, wind, ice, or gravity. Erosion can be accelerated by the activities of man and nature.
6. GROUNDWATER: Water contained below the surface of the earth in the saturated zone including, without limitation, all waters whether under conned, unconfined, or perched conditions, in near surface unconsolidated sediment or regolith, or in rock formations deeper underground.
7. ILLEGAL/ ILLICIT DISCHARGE: Any direct or indirect non-storm water discharge to the storm drainage system, except as exempted in this chapter.
8. ILLICIT CONNECTION: Either of the following:
 - (i) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system (including any non-storm water discharge) including wastewater, process wastewater, and wash water and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the City; or,

- (ii) Any drain or conveyance connected from a residential, commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the City.
9. IMPERVIOUS SURFACE: A hard surface area which either prevents or retards the entry of water into the ground. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, or other surfaces which similarly impede the natural infiltration of surface and storm water runoff.
10. MAXIMUM EXTENT PRACTICABLE (MEP): A standard for water quality that applies to all MS4 operators regulated under the NPDES program. Since no precise definition of MEP exists, it allows for maximum flexibility on the part of MS4 operators as they develop and implement their programs to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and system, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of pollutants.
11. MECHANICAL CLEANING TECHNIQUES: Arranging the collision between the substance being removed and some object. Mechanical cleaning techniques include: sweeping, shoveling, or blowing. This does NOT include using water to clean the surface.
12. MPCA: The Minnesota Pollution Control Agency.
13. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, channels, or storm drains) owned and operated by the City and designed or used for collecting or conveying storm water, and which is not used for collecting or conveying sewage.
14. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES): The national program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements under sections 307, 318, 402, and 405 of the Clean Water Act, United States Code, title 33, sections 1317, 1328, 1342, and 1345.
15. PERSON: Any individual, firm, corporation, partnership, franchise, association or governmental entity.
16. PERVIOUS SURFACE: Pervious areas permit water to enter the ground by virtue of their porous nature or by large voids in the material. Commonly pervious areas have vegetation growing on them.
17. POLLUTANT: Any substance which, when discharged has potential to or does any of the following:
- (i) Interferes with state designated water uses;
 - (ii) Obstructs or causes damage to waters of the state;
 - (iii) Changes water color, odor, or usability as a drinking water source through causes not attributable to natural stream processes affecting surface water or subsurface processes affecting groundwater;
 - (iv) Adds an unnatural surface film on the water;
 - (v) Adversely changes other chemical, biological, thermal, or physical condition, in any surface water or stream channel;
 - (vi) Degrades the quality of groundwater; or
 - (vii) Harms human life, aquatic life, or terrestrial plant and wildlife; A Pollutant includes but is not limited to dredged soil, solid waste, incinerator residue, garbage, wastewater sludge, chemical waste, biological materials, radioactive materials, rock, sand, dust, industrial waste, sediment, nutrients, toxic substance, pesticide, herbicide, trace metal, automotive fluid, petroleum-based substance, wastewater, and oxygen-demanding material.
18. POLLUTE: To discharge pollutants into waters of the state.
19. POLLUTION: The direct or indirect distribution of pollutants into waters of the state.
20. PREMISES: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips

- 1 21. SANITARY SEWER: a pipe, conduit, or sewer owned, operated, and maintained by the City and
2 which is designated by the Public Works Director as one dedicated to the exclusive purpose of
3 carrying sanitary wastewater to the exclusion of other matter
- 4 22. STATE DESIGNATED WATER USES: Uses specified in state water quality standards.
- 5 23. STORM DRAINAGE SYSTEM: Publicly-owned facilities by which storm water is collected and/or
6 conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters,
7 curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and
8 human-made or altered drainage channels, reservoirs, and other drainage structures.
- 9 24. STORM WATER: Any surface flow, runoff, or drainage consisting entirely of water from any form of
10 natural precipitation and resulting from such precipitation.
- 11 25. SURFACE WATERS means all waters of the state other than ground waters, which include ponds,
12 lakes, rivers, streams, wetlands, ditches, , and public drainage systems except those designed and used
13 to collect, convey, or dispose of sanitary sewage.
- 14 26. STORM WATER POLLUTION PREVENTION PLAN (SWPPP): A document which describes the
15 Best Management Practices and activities to be implemented by a person or business to identify
16 sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant
17 discharges to Storm water, Storm water Conveyance Systems, and/or Receiving Waters to the
18 Maximum Extent Practicable.
- 19 27. VEHICLE: Any "motor vehicle" as defined in Minnesota Statutes. Also includes watercraft, trailers
20 and bicycles.
- 21 28. WATERCOURSE: A natural channel for water; also, a canal for the conveyance of water, a running
22 stream of water having a bed and banks; the easement one may have in the flowing of such a stream in
23 its accustomed course. A water course may be dry sometimes.
- 24 29. WATERS OF THE STATE: All streams, lakes, ponds, marshes, watercourses, waterways, wells,
25 springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or
26 accumulations of water, surface or underground, natural or artificial, public or private, which are
27 contained within, flow through, or border upon the state or any portion thereof.
- 28 30. WASTEWATER: Any water or other liquid, other than uncontaminated storm water, discharged from
29 a facility or the by-product of washing equipment or vehicles

30 C. Applicability

31 This ordinance shall apply to all water entering the storm drain system generated on any developed and
32 undeveloped lands unless explicitly exempted by the City Council.

33 D. Administration

34 The Public Works Director is the principal City official responsible for the administration,
35 implementation, and enforcement of the provisions of this ordinance. The Director may delegate any or
36 all of the duties hereunder

37 E. Exemptions

38 No person shall cause any illicit discharge to enter the storm sewer system or any surface water unless
39 such discharge:

- 40 1. Consists of non-storm water that is authorized by an NPDES point source permit obtained from the
41 MPCA;
- 42 2. Is associated with fire fighting activities or other activities necessary to protect public health and safety;
- 43 3. Is one of the following exempt discharges: water line flushing or other potable water sources, landscape
44 irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm
45 drains, uncontaminated pumped groundwater, foundation or footing drains (not including active
46 groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-
47 commercial washing of vehicles, natural riparian habitat or wetland flows, dechlorinated swimming pools
48 and any other water source not containing pollutants;

- 1 4. Consists of dye testing discharge, as long as the Public Works Director is provided a verbal notification
2 prior to the time of the test.

3 F. Illegal Disposal and Dumping

- 4 1. No person shall throw, deposit, place, leave, maintain, or keep any substance upon any street, alley,
5 sidewalk, storm drain, inlet, catch basin, or other drainage structure, business place, or upon any public or
6 private land, so that the same might be or become a pollutant, unless the substance is in containers,
7 recycling bags, or any other lawfully established waste disposal device.
- 8 2. No person shall intentionally dispose of grass, leaves, dirt, or landscape material into a water resource,
9 buffer, street, road, alley, catch basin, culvert, curb, gutter, inlet, ditch, natural watercourse, flood control
10 channel, canal, storm drain or any fabricated natural conveyance.

11 G. Illicit Discharges and Connections

- 12 1. No person shall use any illicit connection to intentionally convey non-storm water to the City's storm
13 sewer system.
- 14 2. The construction, use, maintenance or continued existence of illicit connections to the storm sewer system
15 is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past
16 regardless of whether the connection was permissible under law or practices applicable or prevailing at
17 the time of connection.
- 18 3. A person is considered to be in violation of this ordinance if the person connects a line conveying
19 wastewater to the storm sewer system, or allows such a connection to continue.

20 H. General Provisions: All owners or occupants of property shall comply with the following general
21 requirements:

- 22 1. No person shall leave, store, deposit, discharge, dump, or otherwise expose any chemical or septic waste
23 in an area where discharge to streets or storm sewer system may occur. This section shall apply to both
24 actual and potential discharges.~~discharges and situations in which a reasonable person could expect to~~
25 ~~become a discharge.~~
- 26 (i) Private sanitary sewer connections and appurtenances ~~must~~ shall be maintained to prevent failure, which
27 has the potential to pollute surface water.
- 28 (ii) Recreational vehicle sewage shall be disposed to a proper sanitary waste facility. Waste shall not be
29 discharged in an area where drainage to streets or storm sewer systems may occur.
- 30 ~~(iii) For pools, the pool's water should be tested before draining to ensure that PH levels are neutral and~~
31 ~~chlorine levels are not detectable. Pool water should be discharged over a vegetated area before~~
32 ~~draining into the storm sewer system. water must be allowed to sit long enough without the addition of~~
33 ~~chlorine to allow for chlorine to evaporate before discharging in an area where drainage to streets or~~
34 ~~storm sewer systems may occur.~~
- 35 (iii) Unsealed receptacles containing chemicals or other hazardous materials shall not be stored in areas
36 susceptible to runoff.
- 37 2. The washing down of commercial equipment and vehicles shall be conducted in a manner so as to not
38 directly discharge wastewater where drainage to streets or storm sewer system may occur.
- 39 ~~3. Runoff of water into the storm sewer system shall be minimized to the maximum extent practicable.~~
- 40 3. Removal of pollutants such as grass, leaves, dirt and landscape material from impervious surfaces shall be
41 completed to the maximum extent practicable using mechanical cleaning techniques. Runoff of water
42 into the storm sewer system from the washing down of impervious surfaces is prohibited unless necessary
43 for health or safety purposes.
- 44 4. Mobile washing companies (carpet cleaning, mobile vehicle washing, etc) shall dispose of wastewater to
45 the sanitary sewer. Wastewater ~~shall~~ must not be discharged where drainage to streets or storm sewer
46 system may occur.
- 47 5. Storage of materials, machinery and equipment shall comply with the following requirements:

- (i) Objects, such as ~~motor~~ equipment or vehicle parts containing grease, oil or other hazardous substances, and unsealed receptacles containing chemicals or other hazardous materials shall not be stored in areas susceptible to runoff.
 - (ii) Any machinery or equipment that is to be repaired or maintained in areas susceptible to runoff shall be placed in a confined area to contain leaks, spills, or discharges.
6. Debris and residue shall be removed as follows:
- (i) All ~~motor~~ vehicle parking lots and private streets shall be swept at least once a year in the spring to remove debris. Such debris shall be collected and disposed of according to state and federal laws governing solid waste.
 - (ii) Fuel and chemical residue or other types of potentially harmful material, such as animal waste, garbage or batteries shall be contained immediately, removed as soon as possible and disposed of according to state and federal laws governing solid waste.

I. Industrial or Construction Activity Discharges.

Any person subject to an industrial activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a manner acceptable to the Public Works Director prior to the allowing of discharges to the storm sewer system. Any person responsible for a property or premise, who is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm sewer system. These BMPs shall be part of a storm water pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

J. Access to Facilities

1. When the City has determined ~~that~~ that there is a danger to the health, safety or welfare of the public, city representatives shall be permitted to enter and inspect facilities subject to regulation under this ordinance to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to city representatives.
2. In lieu of an inspection by a City representative, the property owner shall furnish a certificate from a licensed plumber, in a form acceptable to the City, certifying that the property has not discharged prohibited material into the municipal storm sewer system. Failure to provide such certificate of compliance shall make the property owner immediately subject to the suspension of storm sewer access as provided for in section M of this section until the property is inspected and/or compliance is met, including any penalties and remedies as set forth in section N below.
3. Unreasonable delays in allowing city representatives access to a permitted facility is a violation of a storm water discharge permit and of this ordinance.
4. The City may seek issuance of a search warrant for the following reasons:
 - (i) If city representatives are refused access to any part of the premises from which storm water is discharged, and there is probable cause to believe that there may be a violation of this ordinance; or
 - (ii) there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder; or
 - (iii) to protect the overall public health, safety, and welfare of the community.

K. Watercourse Protection

Every person owning property through which a watercourse passes or is directly adjacent to a watercourse, shall keep and maintain that part of the watercourse free of trash, debris, and other obstacles that would pollute, contaminate, or retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

1 L. Notification of Spills

2 Notwithstanding other requirements of law, as soon as any person has information of release of
3 materials which result or may result in illegal discharges of pollutants into the storm sewer system, or
4 water of the state, said person shall take all necessary steps to ensure the discovery, containment, and
5 cleanup of such release according to state and federal laws.

6 M. Suspension of Storm Sewer System Access

- 7 1. Suspension due to illicit discharges in emergency situation: The City may, without prior notice, suspend
8 MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened
9 discharge that presents or may present imminent and substantial danger to the environment, to the health
10 or welfare of persons, to the storm sewer or waters of the state. If the violator fails to comply with a
11 suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or
12 minimize damage to the storm sewer system or the waters of the state, or to minimize danger to persons.
- 13 2. Suspension due to the detection of illicit discharge: All persons discharging to the MS4 in violation of this
14 ordinance may have their access terminated if such termination serves to abate or reduce an illicit
15 discharge. It is a violation of this ordinance to reinstate access to premises that have been terminated
16 pursuant to this section without the prior approval of the City.

17 N. Enforcement

- 18 1. NOTICE OF VIOLATION: A violation of this ordinance is a Public Nuisance. When it has been
19 determined that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the
20 Public Works Director may order compliance by written notice of violation to the ~~responsible person(s)~~
21 responsible for the violation. Such notice may require without limitation:

- 22 (i) The performance of monitoring, analysis, and reporting;
23 (ii) The elimination of illicit connections or discharges;
24 (iii) That violating discharges, practices, or operations shall cease and desist;
25 (iv) The abatement or remediation of storm water pollution or contamination hazards and the restoration of
26 any affected property;
27 (v) Payment of a fine to cover administrative and remediation costs; ~~and~~
28 (vi) The implementation of source control or treatment BMPs; ~~and~~
29 (vii) The development of a corrective action plan to prevent repeat discharges; and /or
30 (viii) Any other requirement deemed necessary.

31 If abatement of a violation and /or restoration of affected property is required, the notice shall set
32 forth a deadline within which such remediation or restoration must be completed. Said notice shall
33 further advise that, should the violator fail to remediate or restore within the established deadline,
34 the work will be done by a designated governmental agency or a contractor and the expense thereof
35 shall be charged to the violator.

- 36 2. APPEAL OF NOTICE OF VIOLATION: Any person receiving a Notice of Violation may appeal the
37 determination of the Public Works Director. The notice of appeal must be received within 7 days from the
38 date of the Notice of Violation. Hearing on the appeal before the ~~appropriate municipal authority~~ City
39 Manager or his/her designee shall take place within 15 days from the date of receipt of the notice of
40 appeal. The decision of the ~~municipal authority~~ City Manager or ~~their his/ her~~ designee shall be final.
- 41 3. ENFORCEMENT MEASURES AFTER APPEAL: If the violation has not been corrected pursuant to
42 the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 7 days of the
43 decision of the ~~appropriate municipal authority~~ City Manager upholding the decision of the Public Works
44 Director, then city representatives shall have the right to enter upon the subject private property and are
45 authorized to take any and all measures necessary to abate the violation and/or restore the property. It
46 shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow
47 city representatives to enter upon the premises for the purposes set forth above.
- 48 4. COST OF ABATEMENT OF THE VIOLATION: Within 15 days after abatement of the violation, the
49 ~~owner of the property~~ person(s) responsible for the violation will be notified of the cost of abatement,

1 including administrative costs. The ~~person(s) given such notice~~^{property owner} may file a written protest
2 objecting to the amount of the ~~assessment costs~~ within 7 days. If the amount due is not paid within a
3 timely manner as determined by the decision of the ~~appropriate municipal authority~~ City Manager or by
4 the expiration of the time in which to file an appeal, the ~~charges shall become a special assessment against~~
5 ~~the property and shall constitute a lien on the property for the amount of the assessment pursuant to~~
6 ~~Minnesota Statute § 429.101, Subd. 1(3)~~^{amount due shall constitute a lien upon, and the City shall have}
7 ^{the right to assess such amount pursuant to Minnesota Statute § 429.101.}

- 8 5. INJUNCTIVE RELIEF: It shall be unlawful for any person to violate any provision or fail to comply
9 with any of the requirements of this Ordinance. If a person has violated or continues to violate the
10 provisions of this ordinance, the City may petition for a preliminary or permanent injunction restraining
11 the person from activities which would create further violations or compelling the person to perform
12 abatement or remediation of the violation.
- 13 6. COMPENSATORY ACTION: In lieu of enforcement proceedings, penalties, and remedies authorized by
14 this Ordinance, the City may impose upon a violator alternative compensatory actions such as storm drain
15 stenciling, attendance at compliance workshops, creek cleanup, etc.
- 16 7. VIOLATIONS DEEMED A PUBLIC NUISANCE: In addition to the enforcement processes and
17 penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this
18 Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and
19 may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or
20 otherwise compel the cessation of such nuisance may be taken.
- 21 8. CRIMINAL PROSECUTION: A violation of this ordinance is a misdemeanor.
- 22 9. COSTS AND EXPENSES: The City may recover all attorney's fees, court costs, staff expenses, clean-up
23 costs, and any other expenses associated with enforcement of this ordinance including, but not limited to,
24 sampling and monitoring expenses.
- 25 10. REMEDIES NOT EXCLUSIVE: The remedies listed in this ordinance are not exclusive of any other
26 remedies available under any applicable federal, state or local law and it is within the discretion of the
27 City to seek cumulative remedies.

28 O. Effective Date

29 This ordinance is effective immediately upon adoption and publication according to law.
30

Suggested Code Changes

502.03: OFFENSES INVOLVING PUBLIC HEALTH AND SAFETY:

- A. Abandoned Ice Boxes: No person shall leave in a place accessible to children any abandoned, unattended or discarded ice box, refrigerator or any other container of any kind which has an airtight snap lock or other device without first removing the snap lock or doors from the ice box, refrigerator or container. (Ord. 244, 5-10-58)
- B. Dumping of Solid Waste: No person shall dump or deposit solid waste at any place within the City. (1995 Code)
- C. ~~Discharge of Cesspools: No person shall discharge the contents of any privy vault, septic tank, cesspool, sink or private drain or discharge any other offensive waste upon the surface of any platted lot, upon any public or private street, in or upon any surface drain, or in any stream, lake, body of water or drainage structure within the City. (Ord. 168, 9-15-53)~~

905: Swimming Pools

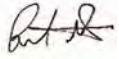
905.03 Conditions

- E. Backflush Water: to the extent feasible, backflush water or water from pool drainage shall be directed onto the owner's property ~~or into approved public drainage ways~~. Water shall not drain onto adjacent or nearby private land.

ROSEVILLE
Request for Council Action

Date: February 22, 2010
Item Number: 11. a

Department Approval



Item Description:

**Lake Owasso Safe Boating Association Request for
Placement of Water Ski Course and Jump on Lake Owasso**

Background:

The council, at its February 8, 2010, meeting, established a public hearing for February 22, 2010, to solicit public input on the Lake Owasso Safe Boating Association's request to obtain a Ramsey County Sheriff's permit for placement of a water ski course and water ski jump on Lake Owasso. Attached is a Certificate of Insurance.

Notice of the Hearing was mailed to affected lake property owners, posted on the City's bulletin board and also appeared as a legal publication in the Roseville Review.

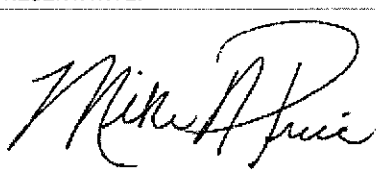
Staff Recommendation:

Conduct a public hearing and approve the Lake Owasso Safe Boating Association's request for permit from the Ramsey County Sheriff for water ski course and jump on Lake Owasso

Council Action Requested:

Conduct a public hearing and approve the Lake Owasso Safe Boating Association's request for permit from the Ramsey County Sheriff for water ski course and jump on Lake Owasso for the 2010 season.

Prepared by: Acting Chief Rick Mathwig
Attachment: Copy of Certificate of Insurance

CERTIFICATE OF INSURANCE		DATE: 1/5/2010	
		CERTIFICATE NUMBER: 20100105005739	
AGENCY:			
Entertainment & Sports Insurance eXperts (ESIX) 5660 New Northside Drive, Suite 640 Atlanta, Georgia 30328 Phone: 678-324-3300 Fax: 678-324-3303		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
NAMED INSURED:		INSURERS AFFORDING COVERAGE:	
USA Water Ski 1251 Holy Cow Road Polk City, Florida 33868		Lake Owasso Safe Boating Association 460 W Horseshoe Dr Shoreview, Minnesota 55126-3001 INSURER A: Philadelphia Indemnity Ins. Co. INSURER B: Philadelphia Indemnity Ins. Co.	
POLICY/COVERAGE INFORMATION:			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE: EXPIRES: LIMITS:
A	GENERAL LIABILITY		
	X COMMERCIAL GENERAL LIABILITY	PHPK509478	1/1/2010 1/1/2011
	X Occurrence		
	X Participant Legal Liability		
			GENERAL AGGREGATE (Applies Per Event) \$2,000,000
			EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
			MED EXP (Any one person) EXCLUDED
			PERSONAL & ADV INJURY \$1,000,000
			PRODUCTS-COMP/OP AGG \$2,000,000
B	UMBRELLA/EXCESS LIABILITY		
	X Occurrence	PHUB293258	1/1/2010 1/1/2011
	X SIR		
			AGGREGATE (Applies Per Event) \$4,000,000
			EACH OCCURRENCE \$4,000,000
			RETENTION/DEDUCTIBLE \$10,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:			
The certificate holder is an Additional Insured with respect to liability arising out of the negligence of the Named Insured as per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002). Coverage only applies with respect to tournaments, practices, exhibitions, clinics and related activities sanctioned and approved by USA Water Ski, Inc.			
CERTIFICATE HOLDER:		NOTICE OF CANCELLATION:	
City of Roseville 2660 Civic Center Drive Roseville, Minnesota 55113		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE:	
			



Request for Council Action

Date: 2/22/10

Item: 11.b

Department Approval

Item Description: Conduct a Public Hearing and Adopt an Ordinance Amending Chapter 302 of the City Code related to Conditions of Liquor Licenses and Civil Penalty

Background

Council Members Pust and Roe have proposed changes to the City Code related to the Conditions of Granting Liquor Licenses and the Civil Penalty. The proposed changes are provided in the attached document.

Proposed Action

Conduct a Public Hearing regarding proposed changes to Conditions of a Liquor License and the Civil Penalty in Chapter 302 of the Roseville City Code.

Financial Impacts

There are no financial impacts.

Staff Recommendation

Conduct a Public Hearing and consider adoption of an ordinance amending Title Three, Sections 302.08.C Manager and Server Training; and 302.15.B (Minimum) Penalty, and approval of an ordinance summary.

Council Action Requested

Conduct a Public Hearing and consider adoption of an ordinance amending Title Three, Sections 302.08.C Manager and Server Training; and 302.15.B (Minimum) Penalty, and approval of an ordinance summary.

Prepared by: Acting Chief Rick Mathwig
Attachment: A. Draft Ordinance
B. Ordinance Summary
C. Compliance Checks

City of Roseville
ORDINANCE NO.
AN ORDINANCE AMENDING TITLE THREE, SECTION 302
302.08 C MANAGER AND SERVER TRAINING
302.15 B (MINIMUM) PENALTY

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title Three, Section 302 of the Roseville City Code is amended to read as follows:

302.07: GRANTING OF LICENSE:

A. Investigation and Issuance: The City Council shall investigate all facts set out in the application. Opportunity shall be given to any person to be heard for or against the granting of the license. After the investigation and hearing, the City Council shall, in its discretion, grant or refuse the application. At least ten days published notice of the hearing shall be given, setting forth the name of the applicant and the address of the premises to be licensed.

B. Person and Premises Licensed; Transfer: Each license shall be issued only to the applicant and for the premises described in the application. No license may be transferred to another person or place without City Council approval. Before a transfer is approved, the transferee shall comply with the requirements for a new application. Any transfer of 50% or more of the stock of a corporate licensee is deemed a transfer of the license, and a Transfer of stock a license without prior City Council approval is a ground for revocation of the license. (Ord. 972, 5-13-1985)

302.08: CONDITIONS OF LICENSE:

Every license is subject to the conditions in the following subsections and all other provisions of this chapter and any other applicable ordinance, state law or regulation:

A. Licensee's Responsibility: Every licensee is responsible for the conduct of licensee's place of business and the conditions of sobriety and order in it. The act of any employee on the licensed premises, authorized to sell intoxicating liquor there, is deemed the act of the licensee as well and the licensee shall be liable to all penalties provided by this chapter and the law equally with the employee.

B. Inspections: Every licensee shall allow any peace officer, health officer or properly designated officer or employee of the city to enter, inspect and search the premises of the licensee during business hours without a warrant.

C. ~~Optional Manager and Server Training: Proven participation in this program will reduce licensee holder penalties for failure of an alcohol sales compliance check. If this option is chosen,~~ With the exception of temporary on-sale licenses issued pursuant to section 302.02, subparts k and l, all licensees and their managers, and all employees or

agents employed by the licensee that sell or serve alcohol, ~~shall attend and complete to the City's satisfaction or only complete~~ a city approved or provided liquor licensee training program. ~~Both the City's approval of the training and the required training shall be completed:~~

1. Prior to licensure or renewal for licensees and managers, or
 2. Prior to serving or selling for any employee or agent, and
 3. Every year thereafter unless probationary extension is granted for hardship reasons.
- All licensees shall maintain documentation evidencing that this provision has been met, and produce such documentation as part of each application for licensure or renewal and upon reasonable request made by a peace officer, health officer or properly designated officer or employee of the city pursuant to the inspections provision noted above. An applicant's or licensee's failure to comply with this provision in its entirety is sufficient grounds for denial or non-renewal of a requested license.
- (Ord. 1243, 11-27-2000)

302.15: CIVIL PENALTY:

A. Penalty For Noncompliance: In addition to any criminal penalties which may be imposed by a court of law, the City Council may suspend a license for up to 60 days, may revoke a license and/or may impose a civil fine on a licensee not to exceed \$2,000.00 for each violation on a finding that the license holder or its employee has failed to comply with a statute, rule or ordinance relating to alcoholic beverages, non-intoxicating malt liquor or wine.

B. Minimum Penalty: The purpose of this section is to establish a standard by which the City Council determines the civil fine, the length of license suspensions and the propriety of revocations, and shall apply to all premises licensed under this chapter. These penalties are presumed to be appropriate for every case; however, the council may deviate in an individual case where the council finds that there exist certain extenuating or aggravating circumstances, making it more appropriate to deviate, such as, but not limited to, a licensee's efforts in combination with the state or city to prevent the sale of alcohol to minors or, in the converse, when a licensee has a history of repeated violations of state or local liquor laws. When deviating from these standards, the council will provide written findings that support the penalty selected. When a violation occurs, the staff shall provide information to the City Council to either assess the presumptive penalty or depart upward or downward based on extenuating or aggravating circumstances. The staff shall notify the licensee of the information being considered and acted upon by the City Council.

~~The following violations are presumed to require revocation of the license on the first violation:~~

~~Commission of a felony related to the licensed activity.~~

~~Sale of alcoholic beverages while license is under suspension.~~

~~Sale of intoxicating liquor where only license is for 3.2 percent malt liquor.~~

~~Other violations, including the following shall have a presumed penalty as indicated below:~~

~~Sale of alcoholic beverages to underage persons.~~

~~Sale of alcoholic beverages to obviously intoxicated person.~~

~~After hours sale/display/consumption of alcoholic beverage.~~

~~Illegal gambling on premises.~~

~~Failure to take reasonable steps to stop person from leaving premises with alcoholic beverages (on sale allowing off sale).~~

~~1. For on-sale license holders who participate in optional manager and server training and prove the person who sold or served alcohol had received city approved alcohol beverage server training within the previous year:~~

~~a. For a first violation, the license holder will be given a warning letter.~~

~~b. For a second violation in 36 months, the mandatory minimum penalty shall be a \$500.00 fine and a one day suspension.~~

~~c. For a third violation in 36 months, the mandatory minimum penalty shall be a \$500.00 fine and a three day suspension.~~

~~d. For a fourth violation in 36 months, the mandatory minimum penalty shall be a \$1,000.00 fine and a five day suspension.~~

~~e. For a fifth violation in 36 months, the license shall be revoked, or in alternative, the license shall not be renewed.~~

~~2. For on-sale license holders who do not participate in optional manager and server training:~~

~~a. For a first violation, the mandatory minimum penalty shall be a \$500.00 fine and a one day suspension.~~

~~b. For a second violation in thirty-six (36) months, the mandatory minimum penalty shall be a (\$500.00 fine and a three day suspension.~~

~~c. For a third violation in 36 months, the mandatory minimum penalty shall be a \$1,000.00 fine and a five day suspension.~~

~~d. For a fourth violation in 36 months, the license shall be revoked, or in alternative, the license shall not be renewed.~~

~~3. For off-sale license holders who participate in optional manager and server training and prove the person who sold or served alcohol had received city approved alcohol beverage server training within the previous year:~~

~~a. For a first violation, the license holder will be given a warning letter.~~

~~b. For a second violation in 36 months, the mandatory minimum penalty shall be a \$500.00 fine.~~

~~c. For a third violation in 36 months, the mandatory minimum penalty shall be a \$500.00 fine and a three day suspension.~~

~~d. For a fourth violation in 36 months, the mandatory minimum penalty shall be a one thousand dollar (\$1,000.00 fine and a five day suspension.~~

~~e. For a fifth violation in 36 months, the license shall be revoked, or in alternative, the license shall not be renewed.~~

~~4. For off-sale license holders who do not participate in optional manager and server training:~~

~~a. For a first violation, the mandatory minimum penalty shall be a \$500.00 fine.~~

~~b. For a second violation in 36 months, the mandatory minimum penalty shall be a \$500.00 fine and a three day suspension.~~

~~c. For a third violation in 36 months, the mandatory minimum penalty shall be a \$1,000.00) fine and a five day suspension.~~

~~d. For a fourth violation in 36 months, the license shall be revoked, or in alternative, the license shall not be renewed. (Ord. 1280, 03-31-03)~~

(1) Except as otherwise provided in this Chapter, the following violations will subject the licensee to the following administrative penalties:

<u>Type of Violation</u>	<u>1st Violation</u>	<u>2nd Violation</u>	<u>3rd Violation</u>	<u>4th Violation</u>
<u>Sale of alcoholic beverage to a person under the age of 21</u>	<u>\$1,000 and one day suspension</u>	<u>\$2,000 and 5 day suspension</u>	<u>\$2,000 and 60 day suspension</u>	<u>Revocation</u>
<u>Sale of alcoholic beverage to an obviously intoxicated person</u>	<u>\$1,000 and one day suspension</u>	<u>\$2,000 and 5 day suspension</u>	<u>\$2,000 and 60 day suspension</u>	<u>Revocation</u>
<u>Failure of an on-sale licensee to take reasonable steps to prevent a person from leaving the premises with an alcoholic beverage (on-sale allowing off-sale)</u>	<u>\$1,000 and one day suspension</u>	<u>\$2,000 and 5 day suspension</u>	<u>\$2,000 and 60 day suspension</u>	<u>Revocation</u>
<u>Refusal to allow City inspectors or police admission to premises</u>	<u>\$1,000 and 7 days suspension</u>	<u>\$2,000 and 14 days suspension</u>	<u>Revocation</u>	<u>N/A</u>
<u>After hours sale, possession by a patron or consumption of alcoholic beverages</u>	<u>\$1,000 and 7 days suspension</u>	<u>\$2,000 and 14 days suspension</u>	<u>Revocation</u>	<u>N/A</u>
<u>Illegal gambling on premises</u>	<u>\$1,000 and 7 days suspension</u>	<u>\$2,000 and 14 days suspension</u>	<u>Revocation</u>	<u>N/A</u>
<u>Sale of alcoholic beverages while license is under suspension</u>	<u>Revocation</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Sale of intoxicating liquor with only 3.2 percent malt liquor license</u>	<u>Revocation</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Commission of a felony related to licensed activity</u>	<u>Revocation</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

(2) Any prior violation that occurred more than 36 calendar months immediately preceding the most current violation will not be considered in determining successive violations.

(3) Any violation that occurred within 12 calendar months immediately preceding the most current violation will cause the current violation to be considered a next subsequent violation (a second violation will be considered a third, a third violation will be considered a fourth) with corresponding penalties.

(4) In addition to the administrative penalties identified above, the city may in appropriate circumstances choose to not renew a license at the end of its current term for any and all reasons allowed by law.

C. Hearing and Notice: If, after considering the staff's information, the City Council proposes to suspend or revoke a license, the licensee shall be provided written notice of the City Council's proposed action and shall be given the opportunity to request a hearing on the proposed penalty by providing the City a written notice requesting a hearing within ten days of the mailing of the notice of the City Council's proposed action. The notice of the proposed action of the City Council shall state the nature of the charges against the licensee and the action the City Council proposes to take, shall inform the licensee of the right to request a hearing prior to the action being final, and shall inform the licensee of the date the City Council's proposed action will be considered a final decision if a hearing is not requested. Any hearing, if requested, will be conducted in accordance with Minnesota statutes section 340A.415 and sections 14.57 to 14.69 of the Administrative Procedures Act ("APA"). If a hearing is requested, the licensee shall be provided a hearing notice at least ten days prior to the hearing, which shall state the date, time and place of the hearing and the issues involved in the hearing. An independent hearing officer shall be selected by the City Council to conduct the hearing and shall make a report and recommendation to the City Council pursuant to the provisions of the APA. The City Council shall consider the independent hearing examiner's recommendation and issue its final decision on the suspension or revocation. (Ord. 1243, 11-27-2000; Ord. 1280, 3-31-03) (Ord. 1336, 5-08-2006)

Ordinance – Amending Chapter 302 Liquor Control

(SEAL)

CITY OF ROSEVILLE

BY: _____
Craig D. Klausing, Mayor

ATTEST:

William J. Malinen, City Manager

**CITY OF ROSEVILLE
OFFICIAL SUMMARY OF ORDINANCE NO.**

**AN ORDINANCE AMENDING TITLE THREE, SECTION 302
302.08 C MANAGER AND SERVER TRAINING
302.15 B (MINIMUM) PENALTY**

The City Council of the City of Roseville adopted Ordinance No. on February 22, 2010, which is summarized as follows:

An ordinance amending title three, Section 302.08C, **Conditions of License, Optional Manager and Server Training**. Proposed amendment states the City approved *Manager and Server Training Program* is a requirement for all licensees as follows: all licensees shall maintain documentation evidencing that this provision (i.e., participation in the City provided Manager and Server Training Program) has been met, and produce such documentation upon reasonable request. An Applicant's or licensee's failure to comply with this provision in its entirety is sufficient grounds for denial or non-renewal of a requested license.

An ordinance amending title three, Section 302.15B, **Civil Penalty, Minimum Penalty**. Proposed amendment increases penalties (both suspension of licenses and City fines) for liquor license violations, and proposes revocation of license after 4th violation, and proposes that any prior violation occurring more than 36 calendar months immediately preceding the most current violation will not be considered in determining successive violations, and violations occurring within 12 calendar months preceding the most current violation causes the current violation to be considered a next subsequent violation with corresponding penalties, and in addition to the administrative penalties identified, the City may choose to not renew a license for all reasons allowed by law.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary is also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2160 Hamline Avenue, Roseville, Mn. 55113, and on the internet web page of the City of Roseville (www.ci.roseville.mn.us).

Attest: _____
William J. Malinen, City Manager

Date: _____

Compliance Checks 2005				
Business Name	#1	Proposed Penalty	#2	Proposed Penalty
AKM Convenience	\$500 Fine	\$1,000 Fine and 1-day suspension		
Davanni's Pizza	\$500 Fine and 1-day Suspension	\$1,000 Fine and 1-day suspension		
*Green Mill	\$500 Fine	\$1,000 Fine and 1-day suspension		
Fuddruckers			\$500 Fine and 1-day Suspension	\$1,000 Fine and 1-day suspension
Hamline Liquors	\$500 Fine	\$1,000 Fine and 1-day suspension		
Love from MN	\$500 Fine	\$1,000 Fine and 1-day suspension		
*Old Chicago	\$500 Fine	\$1,000 Fine and 1-day suspension		
*Roseville VFW	\$500 Fine	\$1,000 Fine and 1-day suspension		
Compliance Checks 2006				
Business Name	#1	Proposed Penalty	#2	Proposed Penalty
Radisson			\$500 Fine and 1-day Suspension	\$1,000 Fine and 1-day suspension

*The City Manager deviated from the code and imposed different penalties for these businesses.

- Green Mill - \$500 to the City of Roseville. Contribute \$500 or food valued at \$500 to a charity of your choice. Must fully participate in the Optional Manager/Server Training Program for at least 2 years. 1 day suspension was stayed unless they have another violation within 12 months.
- Old Chicago – Pay \$500 to the City of Roseville. Contribute \$500 or food valued at \$500 to a charity of your choice. Must fully participate in the Optional Manager/Server Training Program for at least 2 years. 1 day suspension was stayed unless they have another violation within 12 months.
- Roseville VFW – Pay \$500 to the City of Roseville. Must fully participate in the Optional Manager/Server Training Program for at least 2 years. 1 day suspension was stayed unless they have another violation within 12 months

1st Violation

2nd Violation

2nd Violation and failure of the suspension

3rd Violation

Compliance Checks 2007				
Business Name	#1	Proposed Penalty	#2	Proposed Penalty
Buffalo Wild Wings	\$500 Fine and 1-day Suspension	\$1,000 Fine and 1-day suspension		
Davanni's Pizza	*Second Violation* \$500 Fine and 1-day Suspension (they failed their 1-day suspension and had further penalties of \$2,000 and 60-day suspension)	*Second Violation* \$2,000 Fine and 5-day suspension (Would revoke their license for failing during the suspension)		
Fairview Wine & Spirits	Warning	\$1,000 Fine and 1-day suspension		
Fuddruckers	*Second Violation* \$500 fine and a 3-day suspension	*Second Violation* \$2,000 Fine and 5-day suspension		
Green Mill	*Second Violation* \$500 fine and a 1-day suspension	*Second Violation* \$2,000 Fine and 5-day suspension		
India palace	\$500 Fine and 1-day Suspension	\$1,000 Fine and 1-day suspension		
La Casita	Warning	\$1,000 Fine and 1-day suspension		
Network Liquors	Warning	\$1,000 Fine and 1-day suspension		
Outback Steakhouse	\$500 Fine and 1-day Suspension	\$1,000 Fine and 1-day suspension		
Don Pablos			\$500 Fine and 1-day Suspension	\$1,000 Fine and 1-day suspension
Compliance Checks 2008				
Business Name	#1	Proposed Penalty	#2	Proposed Penalty
Country Side	Warning	\$1,000 Fine and 1-day suspension		
Fuddruckers			*Third Violation* \$500 fine and a 3-day suspension	*Third Violation* \$2,000 fine and a 60-day suspension

1st Violation

2nd Violation

2nd Violation and failure of the suspension

3rd Violation

Date: 2/22/10

Item: 12.a

Lake Owasso Water Ski

See 11.a

Date: 2/22/10

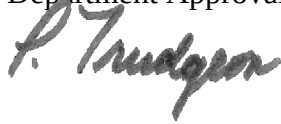
Item: 12.b

See 11.b

ROSEVILLE
REQUEST FOR COUNCIL ACTION

DATE: 2/22/2010
ITEM NO: 12.c

Department Approval:



City Manager Approval:



Item Description: Request by Riaz Hussain for approval of an amendment to an existing CONDITIONAL USE PERMIT to allow the parking areas adjacent to Autumn Street to remain at 1901 Lexington Avenue (PF10-002)

1.0 REQUESTED ACTION

Mr. Hussain is seeking to amend the provisions of an existing CONDITIONAL USE PERMIT, pursuant to §1014 (Conditional Uses) of the City Code, to eliminate a condition requiring the removal of two paved parking areas on the south side of the property, accessing Autumn Street.

Project Review History

- Application submitted and determined complete: December 2, 2009
- Extended review deadline: March 30, 2010
- Planning Commission recommendation (5-0 to deny): February 3, 2010
- Project report prepared: February 17, 2010
- Anticipated City Council action: February 22, 2010

2.0 SUMMARY OF RECOMMENDATION

Planning Division staff concurs with the recommendation of the Planning Commission to deny the requested CONDITIONAL USE PERMIT AMENDMENT; see Section 8 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

- 3.1** Adopt a resolution denying the proposed CONDITIONAL USE PERMIT AMENDMENT, pursuant to §1014.01 (Conditional Uses) of the City Code; see Section 9 of this report for the detailed action.
- 3.2** Adopt a resolution ordering compliance with Resolution 9414, requiring the removal of the subject parking areas by June 1, 2010 based on the determination of the Public Works Director that the use of these parking areas would adversely affect the flow of traffic in the area.

4.0 BACKGROUND

4.1 Riaz Hussain owns the property at 1901 Lexington Avenue, which has a Comprehensive Plan designation of Neighborhood Business (NB) and a zoning classification of Limited Business (B-1) District.

4.2 In 1997 Roseville's City Council adopted Resolution 9414, approving a CONDITIONAL USE PERMIT for a veterinary clinic on the property. The primary condition of this approval states that the existing parking areas may be used only for employee parking but that: *"The parking area[s] along Autumn Street must be removed if the determination is made by the City that said parking area[s] creates [sic] a safety hazard or adversely affects [sic] the flow of traffic in this area."* Although the original language suggests a singular parking area, the aerial photographs from that time illustrate the presence of two paved areas and the Planning Commission minutes clearly indicate that the discussion includes removal of both parking areas.

4.3 As the Planning Commission and City Council were considering a subsequent application in March 2008 to approve the temporary use of the property as a deli, Public Works Department staff determined that the use of these parking areas accessing Autumn Street would, in fact, create a safety hazard and adversely affect the flow of traffic in the area given its close proximity to busy Lexington Avenue. Because of this determination, the Planning Commission recommended (and the City Council then required) the removal of these parking areas in compliance with the conditions of the 1997 approval.

4.4 What follows is a brief summary of the communications between the property owner and the City pertaining to the removal of the parking areas from March 2008 to the present:

- a. Summer 2008: the property owner's real estate agent called to inform staff that the approved deli use would not be going forward. Staff reminded the agent of the requirement to remove the paved areas, and the agent indicated that he would, in turn, remind the property owner.
- b. October 6, 2008: staff sent a letter to the property owner to request compliance by June 1, 2009 since the weather in 2008 was no longer conducive to removing the asphalt and establishing grass or other landscaping.
- c. May 15, 2009: staff sent a letter to the property owner as a reminder of the approach of the June 1 deadline.
- d. May 26, 2009: property owner sent a letter to staff acknowledging that he had misread the deadline established in the October 6th letter and requesting until July 1, 2009 to attend to the matter.
- e. June 29, 2009: property owner addressed the City Council to request that the requirement to remove the paved areas be reconsidered. Council asked staff for additional information on the topic so that Councilmembers could determine if they would revisit their previous decision. City Council decided not to reconsider its earlier decision, leaving in place the requirement to remove the paved areas.
- f. September 28, 2009: staff sent a letter to inform the property owner of the Council's decision and establish a new deadline for compliance of October 16th. This letter also informed the property owner of his legal right to attempt to amend

the existing conditional use permit as a possible final alternative to removing the pavement although staff would not be supportive of such an application.

- g. October 19, 2009: property owner again appeared before the City Council to state his intent to apply for an amendment to the effective conditional use permit. On the following day, staff sent a letter to the property owner requesting that the necessary land use application be submitted by November 6, 2009 to ensure the earliest possible resolution of the matter; the application was received on December 2nd.

- 4.5 The current request for CONDITIONAL USE PERMIT AMENDMENT has been prompted by the applicant's desire to leave the parking areas in place, using them for employee parking when necessary.

5.0 STAFF COMMENTS

- 5.1 During the Development Review Committee meeting on December 10, 2009 the Public Works Director reconfirmed the determination that the use of the subject parking areas creates too great a potential for conflicts with traffic on Lexington Avenue, even though traffic volume on Autumn Street is relatively low and the use of the parking areas is expected to be light.

- 5.2 It should be noted that neither the existing business use on the property nor the previously approved deli would be expected to generate unusually large traffic volumes or parking demand given the size of the building and other site constraints, so it is not a special concern with these particular uses that has triggered enforcement of the parking-removal condition. Instead, staff has long recognized that any use of parking areas such as these would invite unnecessary risk, but staff had been unaware of the ability to require the removal of the paved areas before researching the property in conjunction with the deli proposal.

- 5.3 Section 1014.01 (Conditional Uses) of the City Code requires the Planning Commission and City Council to consider the following criteria when reviewing an application for new or amended CONDITIONAL USE approvals:

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

- a. **Impact on traffic:** Public Works staff has determined that utilization of the parking areas unnecessarily increases the potential for traffic conflicts because of the close proximity with the high traffic volume of Lexington Avenue.

- b. **Impact on parks, streets and other public facilities:** Aside from the above potential for conflict, Planning Division staff does not believe that the request to

utilize the existing parking areas would have additional impacts on parks, streets, and other public facilities.

- c. **Compatibility ... with contiguous properties:** If the parking areas remained, the site plan and internal traffic circulation would not adversely affect nearby private property, but the size and location of these parking areas makes it necessary for motorists to back in from the street or back out onto the street because there is no space for vehicles to enter in a forward direction, turn around within the property boundaries, and exit in a forward direction. It is predominantly this need to back into or out of the parking areas that has the greatest potential to create traffic hazards in the area.
- d. **Impact of the use on the market value of contiguous properties:** Planning Division staff believes that leaving the parking areas in place would not impact the market value of surrounding properties.
- e. **Impact on the general public health, safety, and welfare:** City staff has determined that the potential traffic conflicts related to the continued use of the existing parking areas needlessly compromise the public safety.
- f. **Compatibility with the City's Comprehensive Plan:** Business uses and the attendant parking facilities are compatible with the City's Comprehensive Plan.

6.0 PUBLIC HEARING

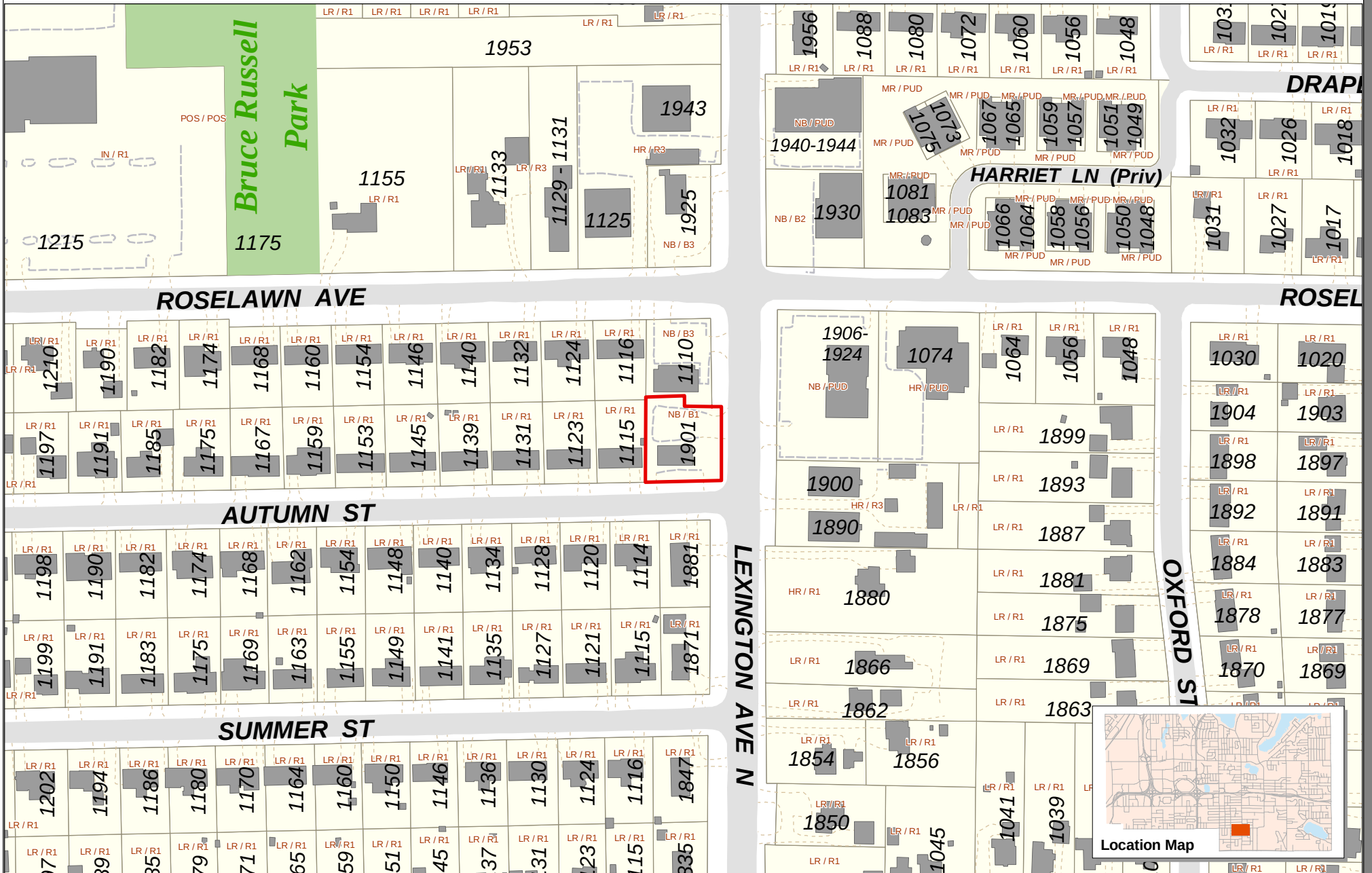
- 6.1 The duly-noticed public hearing for this application was begun on January 6, 2010. Earlier that same day, however, the applicant had requested an extension to the 60 day action timeline to allow more time to gather information in support of the application; because insufficient time remained to provide public notice of the change of schedule, the Planning Commission opened the public hearing and allowed the one person in attendance to comment on the proposal and recommendation as represented in the staff report prepared for review in case that individual was unable to attend when the hearing was continued at a later date. Immediately following the comments, the public hearing was continued until the February 3rd meeting date, without formal review or discussion of the application and staff recommendation.
- 6.2 Through the remainder of January, a handful of email messages were traded by the applicant and Planning Division staff in which tentative arrangements were made to meet and discuss the applicant's supplemental information in advance of the continuation of the public hearing on February 3, 2010. In the end, none of the potential meeting dates appeared to work for the applicant.
- 6.3 On February 3, 2010 the Planning Commission resumed the public hearing to review and discuss the proposed CONDITIONAL USE PERMIT AMENDMENT; the applicant was not present and one additional member of the public was in attendance to watch the proceedings without commenting. At the conclusion of the public hearing, held to consider the proposal and the related public comment, the Planning Commission voted unanimously (i.e., 5-0) to deny to the request; draft minutes of the public hearing are included with this staff report as Attachment G.

- 147 6.4 A day after the public hearing, the applicant again contacted Planning Division staff to
148 admit his continuing misapprehension of the public hearing date and to express his hope
149 that further delay could be accommodated so that he could complete his process of
150 gathering supplemental information. Staff replied by indicating that the public hearing
151 had been concluded, but that the applicant could select the Council meeting date from
152 among the four dates remaining until the expiration of the 60-day action deadline on
153 March 30, 2010; the applicant has selected the February 22nd meeting date.
- 154 **7.0 RECOMMENDATION**
155 Based on comments and findings outlined in Sections 4-6 of this report, the Planning
156 Division concurs with the recommendation of the Planning Commission to deny the
157 proposed CONDITIONAL USE PERMIT AMENDMENT and order compliance with the terms of
158 the existing CONDITIONAL USE PERMIT.
- 159 **8.0 SUGGESTED ACTION**
- 160 8.1 Adopt a resolution denying the proposed CONDITIONAL USE PERMIT AMENDMENT, based
161 on the comments and recommendation of Sections 4-6 of this report and the findings that:
- 162 a. Public Works staff has determined that utilization of the parking areas adjacent to
163 Autumn Street unnecessarily increases the potential for traffic conflicts because
164 of the close proximity with the high traffic volume of Lexington Avenue;
- 165 b. If the parking areas remained, the size and location of the parking areas makes it
166 necessary for motorists to back in from the street or back out onto the street
167 because there is no space for vehicles to enter in a forward direction, turn around
168 within the property boundaries, and exit in a forward direction, and it is
169 predominantly this need to back into or out of the parking areas that has the
170 greatest potential to create traffic hazards in the area; and
- 171 c. The potential traffic conflicts related to the continued use of the existing parking
172 areas needlessly compromise the public safety.
- 173 8.2 Adopt a resolution ordering compliance with Resolution 9414, requiring the removal of
174 the subject parking areas by June 1, 2010 based on the determination of the Public Works
175 Director that the use of these parking areas would adversely affect the flow of traffic in
176 the area.

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

Attachments:	A: Area map	E: Excerpt of 5/14/97 Planning Commission minutes
	B: Aerial photo	F: Resolution 9414
	C: Site illustration	G: Draft public hearing minutes
	D: Applicant narrative	H: Draft resolution denying proposed amendment
		I: Draft resolution ordering pavement removal

Attachment A: Location Map for Planning File 10-002



Site Location

Comp Plan / Zoning
Designations

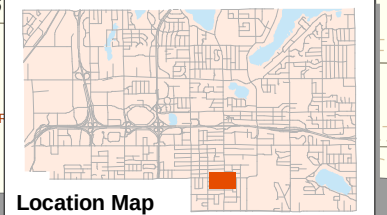
Data Sources

* Ramsey County GIS Base Map (12/1/2009)

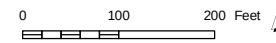
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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.

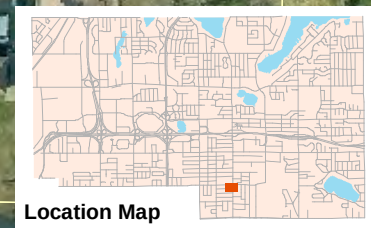


Location Map



mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 10-002



Location Map



Prepared by:
Community Development Department
Printed: December 21, 2009



Site Location

Data Sources

* Ramsey County GIS Base Map (12/1/2009)

* 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 651-792-7085. 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





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

1901 Lexington Avenue

Conditional Use Narrative

1. The requested use has no impact on the traffic in the area. The traffic in the area is 1-3 cars per day, if that. I have collected data on this.
2. The requested use has no impact on any parks, streets or other public facilities.
3. The proposed plan has no compatibility problems. Each house/building has more than one car parked in their respective drive way just like this one on the subject property.
4. There is no impact on the market value of the adjacent properties since each has a similar structure and use of that structure.
5. The requested use has no impact on any health issues since no emissions or other discharges are involved and there is no impact on general welfare since the requested use is compatible with the similar property use on all properties in the area.
6. There is no impact on the city's comprehensive plan since no city plan impacts the subject property.

Zoning Code. The City may need to re-think digital cellular sites or add additional sites.

A general discussion of cellular effectiveness ensued.

Motion: Chairperson Wietecki moved, seconded by Member Wilke, to recommend approval of the Conditional Use Permit with the following condition:

1. The antennas are to be removed within twelve months after they are no longer in use.

The motion passed 6-0.

Ayes: Cunningham, Wietecki, Harms, Thein, Wilke, Mulder.

Nays: None

Member Cunningham stated the City should develop an ordinance to share spaces on equal basis. Member Wilke stated this antenna helps remodel an existing site.

6(c) Planning File 2897. Request for a Conditional Use Permit, by William Graham, DVM, and Wendy Elert, DVM, to reuse an existing building for a veterinary clinic, located at 1901 Lexington Avenue.

Chairman Wietecki opened the public hearing and requested City Planner Kim Lee summarize the staff report of May 14, 1997. Staff recommended approval of the Conditional Use Permit with conditions.

Drs. Elert and Graham explained that hours of operation are acceptable except for rare emergencies or other happenings.

Member Cunningham asked what type of services would be provided. Dr. Graham stated there will be no boarding, but may be an overnight for hospital patients.

Member Wilke asked for details on dumpsters. The dumpster size will be reduced and retained in back vestibule. No exterior trash storage will be placed on site.

Member Harms asked if there is a problem with loss of parking spaces along Autumn Street. Dr. Graham suggested designating the parking as employee spaces.

Suzanne McGregor, Autumn Street, expressed concern about parking on Autumn and preferred that the spaces be eliminated or used only for employees. Privacy fencing was also requested along the west property line adjacent to the north and south parking areas. Dr. Elert stated that the fence is already planned. Member Cunningham expressed concern about hours of operation and asked that the neighbors consider extended hours.

Member Harms asked if there is objections to the 4' fence along the west property line adjacent to the south parking area (no).

Motion: Member Harms moved, second by Member Wieteki, to recommend approval of the Conditional Use Permit for William Graham DVM, and Wendy Elert, DVM, to reuse an existing building, located at 1901 Lexington Avenue, for a veterinary clinic, with the following conditions (Planning Commission modifications/additions to the staff recommendation are underlined):

1. Off-street parking must be provided in accordance with the provisions of Section 1005.01D, City Code of Ordinances. The parking area along Autumn Street must be removed if a determination is made by the City that said parking area creates a safety hazard or adversely affects the flow of traffic in this area. Prior to operation of the facility, the parking area along Autumn Street must be designated as employee parking only.
2. The hours of operation must be limited to the following: 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 noon on Saturday. Minor modifications to hours of operation may be approved administratively by the Director of Community Development. There shall be no overnight boarding of animals, exercising of animals outside of the building, or placement of kennels and/or cages outside of the building. The clinic practice shall be limited to small domestic animals.
3. A waste management plan for grounds must be submitted to the City for review and approval prior to occupation of the property.
4. The exterior dumpster must be removed from the property. Trash collection activities must be relocated to the interior of the building or an attached structure must be constructed on the north side of the building. Any attached structure must be of the same materials and design as the principal structure in accordance with Section 1010.11 of the City Code.
5. A screening fence or landscaping must be installed along the west side of the off-street parking area north of the building. Said fence and/or landscaping must create an all-season screen, eighty percent (80%) opaque, to a height of five feet, in accordance with Section 1010.09 of the City Code. A screening fence or landscaping must also be installed along the west side of the off-street parking area off Autumn Street in accordance with City requirements.
6. Landscaping must be installed around the ground sign in accordance with the provisions included with the variance granted for the sign in 1988.

The motion passed 6-0.

Ayes: Cunningham, Wieteck, Harms, Thein, Wilke, Mulder

Nays: None

7(a) OPUS: Environmental Assessment Work Sheet Report:

Dennis Welsch explained the EAW comment process and stated the public comment period is from May 5 through June 4, 1997.

The Commission received an overview of the OPUS/Gateway EAW from Janet Dalglish, Barr Engineering, and Farrell Robinson, S.R.F, on traffic. The project will generate 5,200 trips per day.

Chairperson Wieteck asked for clarification of ADT. Member Wilke asked for phasing and service levels at County Rd. C and 35W ramps. The County and City should tie these systems signals together (coordinate them).

Chairperson Wieteck explained the EAW process to provide necessary information for future decisions.

Julie Kimble, OPUS, presented information on the light industrial site architecture. OPUS reworked the architectural design as requested after concept approval. Kimble also explained the soil correction requirements in the northeast corner of the site.

Chairperson Wieteck commented on the extensive plantings and building plantings along the front of the building, parking, and ponding areas. All the designs are acceptable and will work with landscaping, especially coniferous material. He stated the simpler the design, the better.

Member Harms stated she preferred the simpler look (#2) as standing the test of time and blending with the Hoffman Building.

Member Mulder asked the relative elevation of the building in comparison to the freeway. The floor will be slightly higher than the road surface.

Member Harms explained that the higher the finish, the higher the cost of rents.

Member Wilke asked for details regarding the need or use of the site for office uses.

Member Cunningham stated that all three design alternatives would work and the site will be visible from the freeway. The view of the building is an image builder for tenant and city and he preferred the upscale design.

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

Attachment F

* * * * *

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 called held at the City Hall on Tuesday, the 9th day of June, 1997 at 6:30 P.M.

The following members were present: Maschka, Goedeke, Wiski, Mastel and the following were absent: Wall

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

RESOLUTION NO. 9414

**RESOLUTION APPROVING CONDITIONAL USE PERMIT
FOR A VETERINARY CLINIC AT
1901 LEXINGTON AVENUE**

WHEREAS, Section 1005.01D of the Roseville City Code identifies veterinary clinics as a conditional use in a B-1 Limited Business district; and

WHEREAS, Drs. Wendy Elert and William Graham have requested a conditional use permit to allow the reuse of property at 1901 Lexington Avenue for a veterinary clinic; and

WHEREAS, the Roseville Planning Commission conducted a public hearing on the request on Wednesday, May 14, 1997, and recommended approval of the requested conditional use permit subject to conditions; and

WHEREAS, the Roseville City Council received the Planning Commission's recommendation on Tuesday, May 27, 1997, and Tuesday, June 9, 1997; and

WHEREAS, the Roseville City Council made the following findings:

1. The proposed re-use of the property will have a minimum impact on traffic in the area. The building has historically been used for medical office/clinic uses. The use of the property as a veterinary clinic will not substantially change the outward appearance and/or operation of the facility.
2. The proposed re-use of the property will have a minimum impact on parks, streets and other public facilities.
3. The proposed re-use of the property will be compatible with contiguous properties. Adequate parking is being provided on site for the proposed use, based on both the square footage of the facility as well as the number of employees and clients. Hours will be limited to typical business hours and no clinic activities will take place outside of the building. Site improvements will be required to bring the property into compliance with existing site development standards.

4. The proposed re-use of the property will not have an adverse impact on the market value of contiguous properties.
5. The proposed re-use of the property will not have an adverse impact on the general public health, safety and welfare.
6. The proposed re-use is consistent with the City's Comprehensive Plan's Limited Business designation.

NOW THEREFORE BE IT RESOLVED by the City Council (the "Council") of the City of Roseville, Minnesota (the "City"), Ramsey County, Minnesota, that a conditional use permit for a veterinary clinic within a B-1 Limited Business district be approved subject to the following conditions:

1. Off-street parking must be provided in accordance with the provisions of Section 1005.01D, City Code of Ordinances. The parking area along Autumn Street must be removed if a determination is made by the City that said parking area creates a safety hazard or adversely affects the flow of traffic in this area. Prior to operation of the facility, the parking area along Autumn Street must be designated as employee parking only.
2. The hours of operation must be limited to the following: 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 noon on Saturday. Minor modifications to hours of operation may be approved administratively by the Director of Community Development. There shall be no overnight boarding of animals, exercising of animals outside of the building, or placement of kennels and/or cages outside of the building. The clinic practice shall be limited to small domestic animals.
3. A waste management plan for grounds must be submitted to the City for review and approval prior to occupation of the property.
4. The exterior dumpster must be removed from the property. Trash collection activities must be relocated to the interior of the building or an attached structure must be constructed on the north side of the building. Any attached structure must be of the same materials and design as the principal structure in accordance with Section 1010.11 of the City Code.
5. A screening fence or landscaping must be installed along the west side of the off-street parking area north of the building. Said fence and/or landscaping must create an all-season screen, eighty percent (80%) opaque, to a height of five feet, in accordance with Section 1010.09 of the City Code. A screening fence or landscaping must also be installed along the west side of the off-street parking area off Autumn Street in accordance with City requirements.
6. Landscaping must be installed around the ground sign in accordance with the provisions included with the variance granted for the sign in 1988.

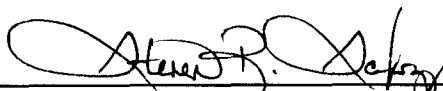
The motion for the adoption of the foregoing resolution was duly seconded by Council Member Maschka and upon vote being taken thereon, the following voted in favor: Maschka, Goedeke, Wiski, Mastel and the following voted against the same: None

WHEREUPON said resolution was declared duly passed and adopted.

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 9th day of June, 1997, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of June, 1997.



Steven R. Sarkozy, City Manager

SEAL

January 6, 2010

PLANNING FILE 10-002

Request by Raiz Hussain for approval of an amendment to an existing CONDITIONAL USE PERMIT to allow the parking areas adjacent to Autumn Street to remain at 1901 Lexington Avenue.

Chair Doherty opened the Public Hearing for Project File 10-002 at 8:56 p.m.; advising that the applicant had requested an extension and deferral to a future meeting to allow time for further traffic research on his part.

Chair Doherty advised that the Commission would hear public comment if so desired based on the public notice of the meeting for Planning File 10-002.

Public Comment

Staff noted receipt of a nuisance comment from the public prior to tonight's meeting.

Patrick Schmidt, 1140 Autumn Street

Mr. Schmidt noted that City staff had recommended denial of this request, with his concurrence, based on the proximity of the property to Lexington Avenue. Mr. Schmidt sought to raise wider concerns of his and others in the neighborhood, opining that staff's analysis didn't capture other concerns to traffic, impacts to the value of contiguous properties, and the health, safety and welfare of the neighborhood. Mr. Schmidt reviewed the availability of spots and access of the building from Autumn Street, making it attractive as an alternative to Lexington Avenue; and advised that residents are mindful of the various proposals for zoning changes in this neighborhood, but that there wasn't unified opposition to business improvements generally of that site. Mr. Schmidt advised, however, that there was a unified concern with a change of use that could intensify traffic on Autumn Street, and opined that past staff discussions on traffic volumes pertained to traffic volumes on Lexington, but not Autumn Street traffic.

Mr. Schmidt advised that the neighborhood was also concerned with the visual impact of the property, with it currently being poorly maintained, with common overgrown weeds and un-mown grass, discarded bathroom fixtures outside the building, and pallets at the rear of the property for several months at a time. Mr. Schmidt advised that last fall, the owner had attempted to block the use of the driveway with a string attached to stakes, which was ineffective and was currently buried by snow. Mr. Schmidt opined that the property owner was not being a conscientious neighbor in good faith, and while understanding the cost of removing this parking area, the neighborhood was not sympathetic based on the numerous code nuisances on that site. Mr. Schmidt asked that the City consider long-term use for this neighborhood, with a commercial use more beneficial to those adjacent properties on Roselawn and Lexington; with the neighborhood supporting demolition of the existing building with any future commercial use not having access on Roselawn and sufficiently screened from those adjacent residential properties.

Chair Doherty closed the Public Hearing at 9:15 p.m., with no one else appearing for or against.

MOTION

Member Doherty moved, seconded by Member Gisselquist to CONTINUE consideration of this proposed CONDITIONAL USE PERMIT AMENDMENT to the February 3, 2010 Planning Commission meeting.

Ayes: 5

Nays: 0

Motion carried.

February 3, 2010

PLANNING FILE 10-002

Request by Raiz Hussain for approval of an amendment to an existing CONDITIONAL USE PERMIT to allow the parking areas adjacent to Autumn Street to remain at 1901 Lexington Avenue.

Chair Doherty opened the Public Hearing for Project File 10-002 at 7:22 p.m.

Associate Planner Bryan Lloyd reviewed staff's analysis of the request by Raiz Hussain for an amendment to an existing CONDITIONAL USE PERMIT to allow the parking areas adjacent to Autumn Street to remain at 1901 Lexington Avenue. Mr. Lloyd noted that the Public Hearing was opened at the January 6, 2010 meeting of the Planning Commission; however, there was no discussion of the application as the applicant had requested additional time to continue gathering information in support of his application. Mr. Lloyd further noted that one member of the public from the neighborhood was in attendance at that meeting and was allowed to comment for the record as he would be unable to attend the continued public hearing when the request would be discussed in more detail.

Mr. Lloyd noted that, in 1997 approval for a Conditional Use Permit for parking to accommodate a veterinary clinic was allowed; and that the parking was allowed to remain until such a time as the City determined that the parking spots were hazardous to traffic, at which time the original conditions could be enforced for removal of that parking. Mr. Lloyd advised that, due to staff turnover, the condition had not been enforced until current staff's research had found this previous Conditional Use Permit and conditions when reviewing the parcel for an Interim Use application in March 2008 for a deli use at the site. Mr. Lloyd advised that, as part of that Interim Use approval in 2008, as a separate action, the City Council required that those parking areas be removed, as it had been determined by staff and the City Council that it would be hazardous to continue their use, even if not often. Mr. Lloyd advised that, since 2008, staff had been in discussion with the property owner to remove that parking, to no avail; and Mr. Hussain's request for an amendment to the existing Conditional Use to allow the parking areas to remain being a legitimate option at Mr. Hussain's disposal.

Mr. Lloyd advised that, in the Planning Commission's review of conditional use criteria, two were of importance: that of traffic and circulation around the property; and advised that there was no way to use the parking areas except for ingress/egress based on their proximity to Lexington Avenue and impacts to Autumn Street. Mr. Lloyd advised that it continued to be staff's recommendation that those parking spaces are too dangerous to remain in use and recommended DENIAL of the proposed Conditional Use amendment pursuant to City Code, Section 1013.01, based on the comments and findings of Sections 4 – 5, and the recommendations of Section 6 of the staff report dated February 3, 2010.

Discussion among Commissioners and staff included County Road requirements for a vehicle to turn around on site before accessing a County Road, and a similar case on Autumn Street based on potential safety considerations, as repeatedly expressed by residents along Autumn Street during past hearings.

Commissioner Gottfried expressed consternation that the property owner had not complied with previous City Council findings requiring removal of the parking areas; and why staff had been unsuccessful to-date in enforcing this Council provision. Commissioner Gottfried noted the waste of taxpayer dollars in staff time in attempting to remedy this situation, when the property owner had been asked repeatedly to bring the property up to City Code. Commissioner Gottfried spoke adamantly in support of DENIAL of the applicant's request.

Further discussion included whether the property owner had violated the conditions of the original Conditional Use Permit, with the CUP remaining with the property; and if this were a newly-developed property, the condition would not be allowed under today's City Code and ordinances.

Mr. Paschke advised that the property owner had not been amenable to removing the parking areas due to costs of removing the blacktop and installing concrete curb; and that staff continued to work with the City's legal counsel to remedy the situation that had been ongoing since 2008; however, those processes took time.

Mr. Lloyd concurred, and noted that the applicant was not concerned with the use of the parking areas, but was more concerned with the expense related to removing the parking areas, sod for those areas, and installation of new curb at the driveway aprons.

Commissioner Wozniak observed that costs had probably increased since the 2008 City Council directive; however, noted that in today's market, the property owner may be able to get favorable rates from a contractor.

The applicant was not present.

Chair Doherty opened closed the Public Hearing at 7:36 p.m., with no one appearing for or against.

MOTION

Member Gottfried moved, seconded by Member Doherty to RECOMMEND TO THE CITY COUNCIL DENIAL of the proposed CONDITIONAL USE PERMIT AMENDMENT based on the comments and findings of Sections 4 and 5, and the conditions of Section 6 of the staff report dated February 3, 2010; and to RECOMMEND TO THE CITY COUNCIL ORDERING COMPLIANCE with Resolution 9414, requiring the removal of the subject parking areas by June 1, 2010; based on the determination of the Public Works Director that the use of these parking areas would adversely affect the flow of traffic in the area, as detailed in said staff report dated February 3, 2010.

Ayes: 5

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 22nd day of February 2010 at 6:00 p.m.

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

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

RESOLUTION NO. _____
**A RESOLUTION DENYING AN AMENDMENT TO A CONDITIONAL USE PERMIT
INTENDED TO ALLOW EXISTING PARKING AREAS ADJACENT TO AUTUMN
STREET TO REMAIN AT 1901 LEXINGTON AVENUE (PF10-002)**

WHEREAS, the property at 1901 Lexington Avenue is owned by Riaz Hussain; and

WHEREAS, the subject property is legally described as:

**Section 15 Township 29 Range 23, subject to highway and street, part of N 1/4 of NE 1/4 of
SE 1/4 E of Ed Bossards Addition Plat 2 and S of a line beginning on E line of said 1/4 1/4
and 183 ft S from NE corner thereof, thence W at a right angle 89 ft, thence N and parallel
with said E line 18 ft, thence W at a right angle to the E line of said Plat
PIN: 15-29-23-41-0030**

WHEREAS, the property owner seeks to amend an existing conditional use permit to change a requirement pertaining to when or whether certain existing parking areas accessing Autumn Street are to be removed; and

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed amendment on February 3, 2010, voting 5-0 to recommend denial of the proposed amendment based on the comments and findings of the staff report prepared for said public hearing;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to DENY the proposed CONDITIONAL USE PERMIT AMENDMENT in accordance with Section §1014.01 of the Roseville City Code, based on the findings that:

- a.** Public Works staff has determined that utilization of the parking areas adjacent to Autumn Street unnecessarily increases the potential for traffic conflicts because of the close proximity with the high traffic volume of Lexington Avenue;
- b.** If the parking areas remained, the size and location of the parking areas makes it necessary for motorists to back in from the street or back out onto the street because there is no space for vehicles to enter in a forward direction, turn around within the property boundaries, and exit in a forward direction, and it is

35 predominantly this need to back into or out of the parking areas that has the
36 greatest potential to create traffic hazards in the area; and

- 37 **c.** The potential traffic conflicts related to the continued use of the existing parking
38 areas needlessly compromise the public safety.

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

42 WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Riaz Hussain, 1901 Lexington Avenue (PF10-002)

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 22nd day of February 2010 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of February 2010.

William J. Malinen, City Manager

(SEAL)

**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 22nd day of February 2010 at 6:00 p.m.

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

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

**RESOLUTION NO. _____
A RESOLUTION ORDERING COMPLIANCE WITH THE TERMS OF RESOLUTION
9414 (PF10-002)**

WHEREAS, the property at 1901 Lexington Avenue is owned by Riaz Hussain; and

WHEREAS, the subject property is legally described as:

**Section 15 Township 29 Range 23, subject to highway and street, part of N 1/4 of NE 1/4 of SE 1/4 E of Ed Bossards Addition Plat 2 and S of a line beginning on E line of said 1/4 1/4 and 183 ft S from NE corner thereof, thence W at a right angle 89 ft, thence N and parallel with said E line 18 ft, thence W at a right angle to the E line of said Plat
PIN: 15-29-23-41-0030**

WHEREAS, Resolution 9414 approved a Conditional Use Permit for 1901 Lexington Avenue with the condition that the parking areas along Autumn Street must be removed if the determination is made by the City that said parking areas create a safety hazard or adversely affect the flow of traffic in this area; and

WHEREAS, Roseville's staff, Planning Commission, City Council have determined that the parking areas create a safety hazard and that use of the parking areas would have an adverse effect on the flow of traffic in the area;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to ORDER COMPLIANCE with the provision of Resolution 9414 which requires the removal of said parking areas, such that the removal is completed by June 1, 2010 and conforms with all pertinent City Code requirements.

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

WHEREUPON said resolution was declared duly passed and adopted.

[illegible]

WITNESS MY HAND officially as such Manager this 22nd day of February 2010.

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: 02/08/10
Item No.: 13.d

Department Approval

City Manager Approval



Item Description: Discussion Regarding Use of Public Property for Commercial Purposes

BACKGROUND

At the January 11, 2010 City Council meeting, City Council members requested that a discussion be held at a future meeting to discuss commercial uses of public property in light of the request by Clearwire to locate a telecommunications tower in Acorn Park. Per City Council request, staff has provided with this report the following chapters of the Comprehensive Plan; Land Use, Parks and Open Space, and Utilities.

For the discussion, staff attempted to take an inventory of commercial uses that currently occur on land owned by the City. It is important to note that depending on how you define a 'commercial use'; the list of such uses can be quite large. Below is an initial summary of staff's findings:

Right-of-way – There is extensive use of the right-of-way for commercial uses, primarily by utilities such as Xcel and Qwest. We are prohibited in charging for the use of our right-of-ways by these utilities by state statutes. (We do require utilities to get a permit from the city and are able to have them reimburse the city for staff time reviewing the permit). There are also bus benches and shelters that have advertising on them for which we charge an annual fee.

City Hall Campus – There is an existing telecommunications tower that has 4 providers on the City Hall Campus (Sprint, T-mobile, Verizon, and TTMI). On January 11, 2010, another telecommunications tower was given land use approval to be located on the City Hall campus. There are several vending machines to serve employees that are owned by private business. (In the case of the soda machine in the Police Department, a portion of the sales are donated to the Roseville Police Benevolent Association). Conference rooms within the buildings on the campus are occasionally rented out to private companies. A craft show is also held within the City Hall building annually.

Skating Center – The Oval has several events held throughout the year that may be considered 'commercial activities', mostly consisting of arts and craft shows. There are also vending machines and catering conducted by private businesses within the Skating Center facility. The Oval scoreboard also advertises for Coca-Cola. The Oval is also officially named the "Guidant John Rose Minnesota Oval" to reflect a donation by the Guidant Foundation.

Parks – In Reservoir Woods Park, there is an existing telecommunications tower serving 5 providers (T-Mobile, Sprint, AT&T, Clearwire, and TTMI). In addition, the actual reservoir serves the St. Paul Water Utility (although the actual land that is operated as the reservoir is still owned by the St. Paul Water Utility). In many parks, there are utility poles and lines located in

33 utility easements including the Magellan Pipeline through Acorn and Central Park. Central Park
34 has private business vendors for the 4th of July event and the summer entertainment series.

35 **Fairview Ave. Site** – The telecommunications tower on the city-owned site at Fairview Ave. has
36 6 users (Sprint, T-Mobile, TTMI, AT&T, Verizon, and Clearwire).

37 **Misc.** Allina Medical Transportation has exclusive rights to patient transportation for the City of
38 Roseville.

39 Staff has been unable to locate any official policy regarding the use of public property by
40 commercial enterprises.

41 **POLICY OBJECTIVE**

42 The purpose of this item is to discuss how public property is used by commercial interests and
43 whether the City should have a policy governing the use of public property for commercial uses.

44 **BUDGET IMPLICATIONS**

45 The large majority of revenue collected from the commercial use of public property is generated
46 from telecommunication towers. (Approximately \$250,000). There are also facility use fees for
47 the Oval. The use of the right-of-way and parks by other private utilities generates minimal
48 revenue.

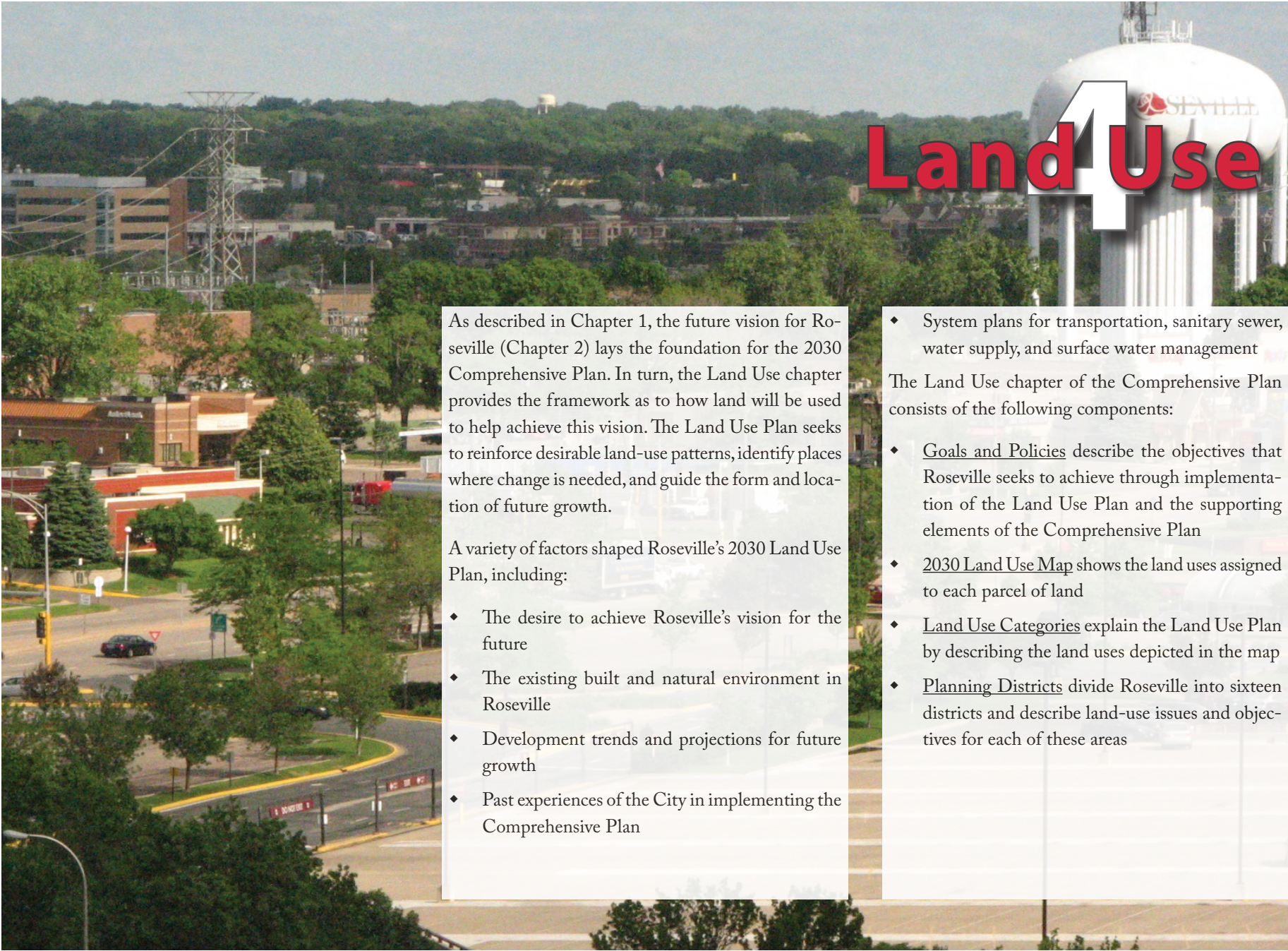
49 **STAFF RECOMMENDATION**

50 Staff suggests the City Council discuss the need for an official policy in regards to the use of
51 city-owned property by commercial enterprises for commercial use.

52 **REQUESTED COUNCIL ACTION**

53 The City Council should discuss whether the City should have a policy regarding the use of City-
54 owned property by commercial enterprises for commercial use.

Prepared by: Patrick Trudgeon, Community Development Director
Attachments: A: 2030 Comprehensive Plan – Land Use Chapter
B: 2030 Comprehensive Plan – Parks and Open Space Chapter
C: 2030 Comprehensive Plan – Utilities Chapter



Land 4 Use

As described in Chapter 1, the future vision for Roseville (Chapter 2) lays the foundation for the 2030 Comprehensive Plan. In turn, the Land Use chapter provides the framework as to how land will be used to help achieve this vision. The Land Use Plan seeks to reinforce desirable land-use patterns, identify places where change is needed, and guide the form and location of future growth.

A variety of factors shaped Roseville's 2030 Land Use Plan, including:

- ♦ The desire to achieve Roseville's vision for the future
- ♦ The existing built and natural environment in Roseville
- ♦ Development trends and projections for future growth
- ♦ Past experiences of the City in implementing the Comprehensive Plan

- ♦ System plans for transportation, sanitary sewer, water supply, and surface water management

The Land Use chapter of the Comprehensive Plan consists of the following components:

- ♦ Goals and Policies describe the objectives that Roseville seeks to achieve through implementation of the Land Use Plan and the supporting elements of the Comprehensive Plan
- ♦ 2030 Land Use Map shows the land uses assigned to each parcel of land
- ♦ Land Use Categories explain the Land Use Plan by describing the land uses depicted in the map
- ♦ Planning Districts divide Roseville into sixteen districts and describe land-use issues and objectives for each of these areas

Goals and Policies

The plans for land use in the City of Roseville are guided by the following goals and policies.

General Land Use Goals and Policies

Goal 1: Maintain and improve Roseville as an attractive place to live, work, and play by promoting sustainable land-use patterns, land-use changes, and new developments that contribute to the preservation and enhancement of the community's vitality and sense of identity.

Policy 1.1: Promote and provide for informed and meaningful citizen participation in planning and review processes.

Policy 1.2: Ensure that the City's official controls are maintained to be consistent with the 2030 Land Use Plan.

Policy 1.3: Ensure high-quality design, innovation, sustainability, and aesthetic appeal in private and public development and redevelopment, with emphasis on efficient site access, appropriately sized parking areas, and overall beautification through the adoption and utilization of year-round landscaping and site design standards, guidelines, principles, and other criteria.

Policy 1.4: Maintain orderly transitions between different land uses in accord with the general land-use guidance of the Comprehensive Plan by establishing or strengthening development design standards.

Policy 1.5: Promote well-planned and coordinated development.

Policy 1.6: Encourage improvements to the connectivity and walkability between and within the community's neighborhoods, gathering places and commercial areas through new development, redevelopment, and infrastructure projects.

Policy 1.7: Create a higher aesthetic level for the community through use of redevelopment and infrastructure improvements to reduce or eliminate visual pollutants such as overhead power, cable, and telephone lines, traffic controllers, junction boxes, and inappropriate signage.

Policy 1.8: Reduce land consumption for surface parking by encouraging construction of multilevel and underground parking facilities, shared parking facilities, and other strategies that minimize surface parking areas while providing adequate off-street parking.

Policy 1.9: Encourage and support new development, redevelopment, and infrastructure improvements that incorporate and protect alternative energy sources, such as solar access, geothermal, wind, and biomass.

Policy 1.10: Promote and support the provision of a citywide technology infrastructure that is accessible to both the public and private sectors.

Policy 1.11: Establish and maintain cooperative working relationships with other governmental bodies for mutual benefit in planning land use.

Policy 1.12: Consider opportunities for acquisition of institutional property proposed for conversion to private use and private property for sale that fills a need for parks, open space, or trail corridors.

Goal 2: Maintain and improve the mix of residential, commercial, employment, parks, and civic land uses throughout the community to promote a balanced tax base and to anticipate long-term economic and social changes.

Policy 2.1: Review the Land Use Plan regularly to ensure its usefulness as a practical guide to current and future development. Whenever practicable, coordinate the Plan with the plans of neighboring communities, the county, school districts, and the most current Metropolitan Council system plans.

Policy 2.2: Promote and support transit-oriented development and redevelopment near existing and future transit corridors.

Policy 2.3: Encourage a broad mix of commercial businesses within the community to diversify and strengthen the tax base and employment opportunities.

Goal 3: Identify underutilized, deteriorated, or blighted properties and guide them toward revitalization, reinvestment, or redevelopment consistent with community goals and good planning and development principles.

Policy 3.1: Support the use of master plans for small redevelopment areas.

Policy 3.2: Promote redevelopment that reduces blight, expands the tax base, enhances the mix of land uses in the community, and achieves other community objectives.

Policy 3.3: Apply strategies to effectively enforce City codes related to the maintenance of buildings and property.

Goal 4: Protect, improve, and expand the community's natural amenities and environmental quality.

Policy 4.1: Promote the use of energy-saving and sustainable design practices during all phases of development including land uses, site design, technologies, buildings, and construction techniques.

Policy 4.2: Seek to use environmental best practices for further protection, maintenance, and enhancement of natural ecological systems including lakes, lakeshore, wetlands, natural and man-made storm water ponding areas, aquifers, and drainage areas.

Policy 4.3: Promote preservation, replacement, and addition of trees within the community.

Policy 4.4: Existing and future development of business and industry, shopping, transportation, housing, entertainment, leisure, and recreation opportunities shall be in harmony with the commitment Roseville has made to its environment and quality of life, without compromising the ability of future generations to meet their own needs.

Goal 5: Create meaningful opportunities for community and neighborhood engagement in land-use decisions.

Policy 5.1: Utilize traditional and innovative ways to notify the public, the community, and neighborhoods about upcoming land-use decisions as early as possible in the review process.

Policy 5.2: Require meetings between the land-use applicant and affected persons and/or neighborhoods for changes in land-use designations and projects that have significant impacts, prior to submittal of the request to the City.

Policy 5.3: Provide for and promote opportunities for informed citizen participation at all levels in the planning and review processes at both the neighborhood and community level.

Policy 5.4: Ensure adequate and diverse representation of the appropriate stakeholders in land-use studies and advisory bodies.

Residential Area Goals and Policies

Goal 6: Preserve and enhance the residential character and livability of existing neighborhoods and ensure that adjacent uses are compatible with existing neighborhoods.

Policy 6.1: Promote maintenance and reinvestment in existing residential buildings and properties, residential amenities, and infrastructure to enhance the long-term desirability of existing neighborhoods and to maintain and improve property values.

Policy 6.2: Where higher intensity uses are adjacent to existing residential neighborhoods, create effective land use buffers and physical screening.

Goal 7: Achieve a broad and flexible range of housing choices within the community to provide sufficient alternatives to meet the changing housing needs of current and future residents throughout all stages of life.

Policy 7.1: Promote flexible development standards for new residential developments to allow innovative development patterns and more efficient densities that protect and enhance the character, stability, and vitality of residential neighborhoods.

Policy 7.2: Encourage high-quality, mixed residential developments that achieve the community's goals, policies, and performance standards, encourage parks and open space, and use high-quality site design features and building materials.

Policy 7.3: Consider increased densities in new residential developments to reduce housing costs, improve affordability, and attract transit-oriented development.

Policy 7.4: Promote increased housing options within the community that enable more people to live closer to community services and amenities such as commercial areas, parks, and trails.

Policy 7.5: Consider the conversion of underutilized commercial development into housing or mixed-use development.

Goal 8: Promote a sense of community by encouraging neighborhood identity efforts within the community.

Policy 8.1: Seek opportunities to plan, design, and develop inter- and intra-generational, multipurpose neighborhood gathering places.

Policy 8.2: Where feasible, provide or improve connections between residential areas and neighborhood amenities such as parks, trails, and neighborhood business areas.

Commercial Area Goals and Policies

Goal 9: Provide attractive, inviting, high-quality retail shopping and service areas that are conveniently and safely accessible by multiple travel modes including transit, walking, and bicycling.

Policy 9.1: Encourage commercial areas to make efficient use of land, provide for safe vehicular and pedestrian movements, provide adequate parking areas, provide appropriate site landscaping, and create quality and enduring aesthetic character.

Policy 9.2: Promote commercial development that is accessible by transit, automobile, walking, and bicycle.

Policy 9.3: Seek to make on-site transit stops part of commercial development and redevelopment.

Goal 10: Promote an appropriate mix of commercial development types within the community.

Policy 10.1: Use the Comprehensive Plan to guide new commercial development to locations appropriate for its scale and use.

Policy 10.2: Emphasize the development of commercial uses that meet the needs of existing and future Roseville residents.

Policy 10.3: Support neighborhood-scale commercial areas that provide convenient access to goods and services at appropriate locations within the community.

Employment Area Goals and Policies

Goal 11: Achieve a healthy balance between commercial and employment land uses to maintain a sound and diversified economic base and living-wage jobs.

Policy 11.1: Promote and support the redevelopment of physically and economically obsolete or underutilized property.

Policy 11.2: Restrict and control open storage uses in commercial and industrial areas.

Policy 11.3: Encourage the development of multistory office and light-industrial uses to use land efficiently, expand the property tax base, and create jobs.

Policy 11.4: Use official controls to ensure all office, industrial, and business park developments consist of high-quality design, efficient parking strategies, and appropriate site landscaping.

Policy 11.5: Ensure the provision of adequate parking facilities for employment uses and encourage the use of shared, multilevel, and/or underground parking structures to reduce excessive use of land area for parking.

Goal 12: Minimize the potentially negative impacts of high-intensity employment uses.

Policy 12.1: Direct the location and development of businesses generating significant large truck traffic to areas with appropriate infrastructure.

Policy 12.2: Encourage improvements that reduce nuisance characteristics of high-intensity employment uses, especially near residential uses.

Mixed-Use Area Goals and Policies

Goal 13: Improve the community's mix of land uses by encouraging mixed medium- and high-density residential uses with high-quality commercial and employment uses in designated areas.

Policy 13.1: Facilitate the improvement, environmental remediation, and redevelopment of underutilized, heavy-industrial land and trucking facilities in designated locations into a compatible mixture of residential and employment uses.

Policy 13.2: Develop and utilize master plans, as official controls, for redevelopment areas in order to achieve an appropriate mixture of uses in the mixed-use areas designated on the 2030 Future Land Use Map.

Goal 14: Promote and support the development of mixed-use areas that have a rich mix of related and mutually reinforcing uses within walking distance of each other.

Policy 14.1: Encourage a mix of two or more uses within each development project either within the same building or horizontally on the site.

Policy 14.2: Use official controls to ensure all mixed-use development is cohesive, compact, and pedestrian-oriented, consisting of high-quality design, efficient parking strategies, and appropriate site landscaping.

Policy 14.3: Promote and support the provision of a robust system of public spaces within mixed-use areas such as parks, plazas, pathways, streets, and civic uses to encourage community gathering and connections.

Policy 14.4: Discourage piecemeal development that does not achieve the goals and policies for mixed-use areas.

2030 Land Use Map

The 2030 Land Use Map (see Figure 4.1) shows the desired land use for all property in Roseville. Table 4.1 summarizes the planned land uses by category shown on the map. The planned future land uses depicted on this map reflect previous community planning efforts in Roseville as well as desired updates identified as part of the 2008 Comprehensive Plan Update process. As shown on the 2030 Land Use Map, the future land uses seek to:

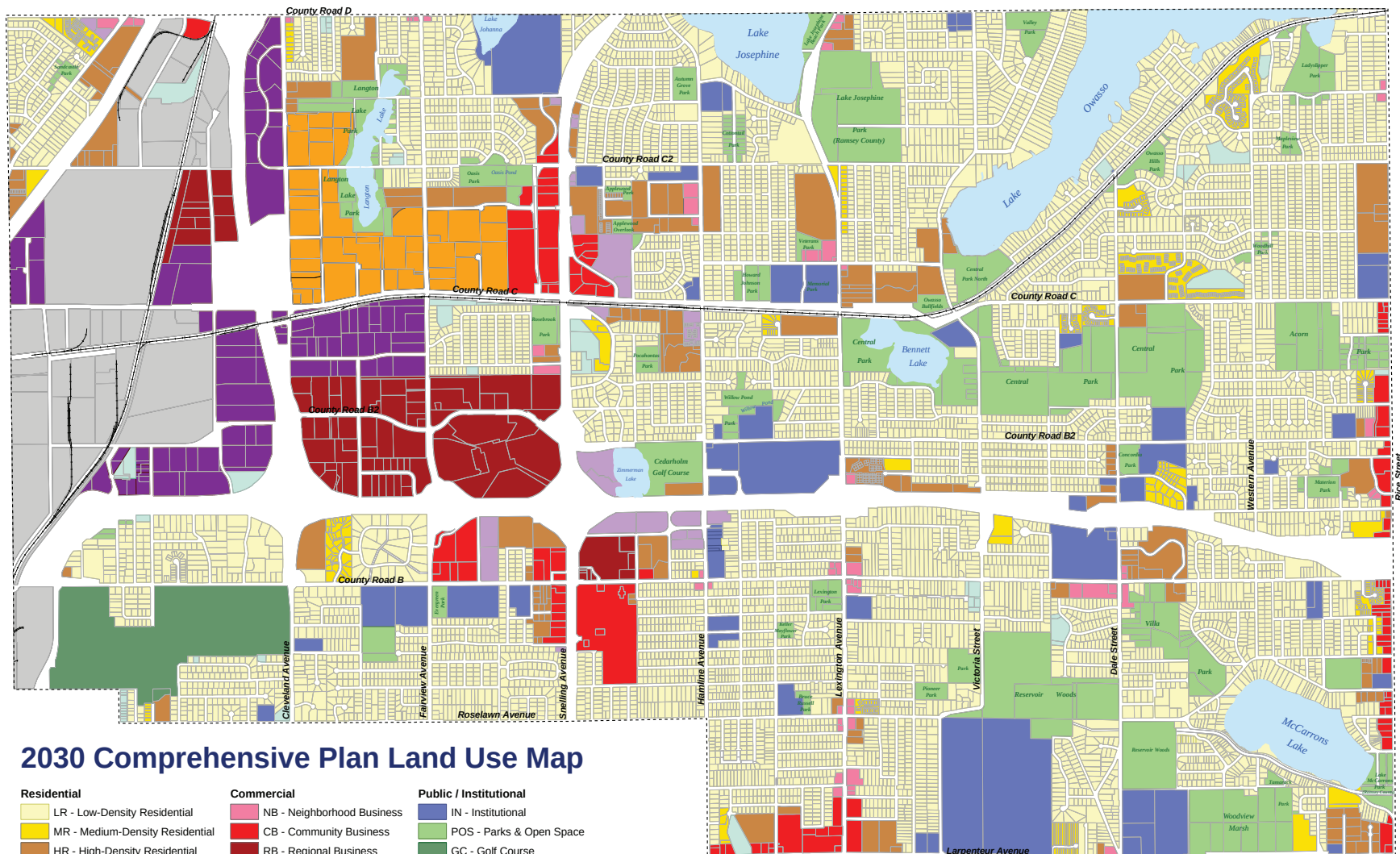
- ♦ Organize the community in a sustainable manner in order to balance households with jobs, to promote alternative mobility options, to respect the natural environment, and to result in enduring development patterns
- ♦ Make efficient use of municipal utility systems and facilitate the orderly and financially feasible expansion of these systems
- ♦ Provide the capacity for the type of growth desired by the community

The 2030 Land Use Map is only one piece of Roseville's Land Use Plan. The other components of the Land Use chapter of the Comprehensive Plan work with this map to explain the intent and objectives for future land use. Further, this map lays the foundation for land use controls that are used by the City to implement the Comprehensive Plan.

Land Use Category		Acres	% Total
LR	Low-Density Residential	3,037	34.28%
MR	Medium-Density Residential	160	1.80%
HR	High-Density Residential	422	4.76%
MU	Community Mixed Use	179	2.02%
NB	Neighborhood Business	45	0.51%
CB	Community Business	206	2.33%
RB	Regional Business	279	3.15%
O	Office	79	0.89%
BP	Business Park	282	3.18%
I	Industrial	496	5.60%
IN	Institutional	476	5.37%
POS	Park & Open Space	845	9.53%
GC	Golf Course	157	1.77%
ROW	Right of Way	1,770	19.98%
RR	Railroad	86	0.97%
W	Water Ponding	71	0.80%
LAKE	Lake	271	3.06%
Total		8,861	100.00%

2030 Land Use Percentages by Category

Table 4.1



2030 Comprehensive Plan Land Use Map

Residential	Commercial	Public / Institutional
LR - Low-Density Residential	NB - Neighborhood Business	IN - Institutional
MR - Medium-Density Residential	CB - Community Business	POS - Parks & Open Space
HR - High-Density Residential	RB - Regional Business	GC - Golf Course
Mixed Use	Employment	ROW - Right of Way
CMU - Community Mixed Use	O - Office	RR - Railroad
	BP - Business Park	W - Water Ponding
	I - Industrial	Lake

ROSEVILLE

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SI

DATA SOURCES & CONTACTS:
 * Ramsey County GIS Base Map (1/4/2008)
 * City of Roseville Community Development
 For further information regarding the contents of this map contact:
 City of Roseville, Community Development Department,
 2660 Civic Center Drive, Roseville MN

0 0.25 0.5
 Miles
 November 18, 2008

2030 Land Use Map

Figure 4.1



Land Use Categories

The 2030 Land Use Map depicts the overall planned land-use pattern in Roseville. This section defines the land-use categories shown on the 2030 Land Use Map.

Low-Density Residential (LR)

Low-density residential land uses include single-family detached houses generally with a density between 1.5 and four units per acre and two-family attached houses generally with a density of no more than eight units per acre.



Medium-Density Residential (MR)

Medium-density residential land uses include single-family attached housing types such as triplex, quadruplex, row houses, side-by-side townhouses, back-to-back townhouses, mansion townhouses, and small-lot detached houses, generally with a density greater than four units per acre up to 12 units per acre.



High-Density Residential (HR)

High-density residential land uses include multifamily housing types including apartments, lofts, flats, and stacked townhouses, generally with a density greater than 12 units per acre.



Community Mixed Use (CMU)

Community Mixed Use areas are intended to contain a mix of complementary uses that may include housing, office, civic, commercial, park, and open space uses. Community Mixed Use areas organize uses into a cohesive district, neighborhood, or corridor, connecting uses in common structures and with sidewalks and trails, and using density, structured parking, shared parking, and other approaches to create green space and public places within the areas. The mix of land uses may include Medium- and High-Density Residential, Office, Community Business, Institutional, and Parks and Open Space uses. Residential land uses should generally represent between 25% and 50% of the overall mixed-use area. The mix of uses may be in a common site, development area, or building. Individual developments may consist of a mix of two or more complementary uses that are compatible and connected to surrounding land-use patterns. To ensure that the desired mix of uses and connections are achieved, a more detailed small-area plan, master plan, and/or area-specific design principles is required to guide individual developments within the overall mixed-use area.



Regional Business (RB)

Regional Business uses are commercial areas with a collection of businesses that provide goods and services to a regional market area. Uses found in Regional Business areas include regional-scale malls, shopping centers of various sizes, freestanding large-format stores, freestanding smaller businesses, multistory office buildings, and groupings of automobile dealerships. Regional Business areas are located in places with visibility and access from the regional highway system (Interstate 35W and State Highway 36).



Community Business (CB)

Community Business uses are commercial areas oriented toward businesses involved with the sale of goods and services to a local market area. Community business areas include shopping centers and freestanding businesses that promote community orientation and scale. To provide access and manage traffic, community business areas are located on streets designated as A Minor Augmentor or A Minor Reliever in the Transportation Plan. Community Business areas should have a strong orientation to pedestrian and bicycle access to the area and movement within the area. Residential uses, generally with a density greater than 12 units per acre, may be located in Community Business areas only as part of mixed-use buildings with allowable business uses on the ground floor.



Neighborhood Business (NB)

Neighborhood Business uses are small-scale business areas located on or at the intersection of minor arterial and collector streets. Business uses in these areas may include retail, service, and office. Residential uses may be located in a mixed-use building in these areas. Residential uses should generally have a density between four and 12 units per acre and are subject to the other limitations for this land use. Buildings shall be scaled appropriately to the surrounding neighborhood. There should be appropriate buffers and pedestrian connections between Neighborhood Business areas and adjacent residential neighborhoods. Neighborhood Business areas should be connected to surrounding neighborhoods by sidewalks or trails.



Office (O)

Office uses include business, professional, administrative, scientific, technical, research, and development services at higher densities.



Industrial (I)

Industrial uses include manufacturing, assembly, processing, warehousing, laboratory, distribution, related office uses, and truck/transportation terminals.



Business Park (BP)

Business Park is an employment area that has a consistent architectural style with a mix of employment-oriented use types. These uses may include office, office-showroom-warehousing, research and development services, high-tech electronic manufacturing, medical, and lodging with business-park-supporting retail and services such as healthcare, fitness, child daycare, drycleaning, bank, coffee shop, restaurant, and convenience store.

Institutional (IN)

Institutional land uses include civic, school, library, church, cemetery, and correctional facilities.

Parks & Open Space (POS)

Park and open space land uses include public active and passive recreation areas such as parks, playfields, playgrounds, nature areas, and golf courses.

Golf Course (GC)

Golf course land uses include private golf courses, golf holes, practice ranges, and greens.

Road Right-of-Way (ROW)

Road right-of-way land uses include public and private road right-of-way for automobiles, transit, and non-vehicular transportation modes.

Railroad (RR)

Railway land uses include right-of-way utilized for public and private railroad related activities.

Lake (L)

Lake includes permanently flooded open water, rivers, and streams included in the Public Waters Inventory (PWI) maintained by the MN DNR and also includes the floodway areas designated by the Federal Emergency Management Agency (FEMA).

Water Ponding (WP)

Water ponding includes public or private land occupied by a constructed stormwater runoff pond.

Planning Districts

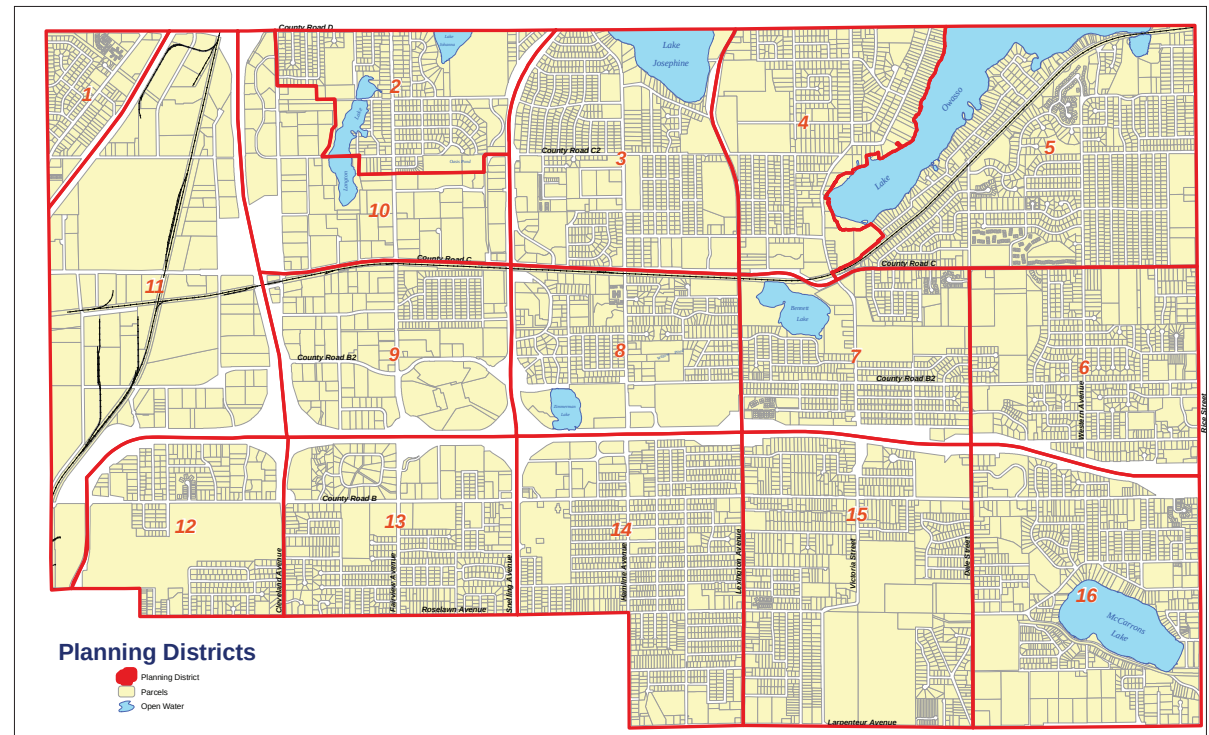
The 2030 Comprehensive Plan update continues the practice of planning land use by districts within Roseville. The 1994 Comprehensive Plan and the 2003 update evaluated land uses in each of the 15 planning districts. The 2030 Comprehensive Plan uses 16 districts as shown in Figure 4.2. The section that follows discusses current and future land use in each of these districts.

District 1

Planning District 1 is located in the northwest corner of the city bordered by County Road 88, County Road D and Highcrest Road. In Planning District 1, the primary existing land use is single-family residential with medium- and high-density residential development on the edges of the neighborhood. A neighborhood park, Sandcastle Park, is located in the center of the district. Small retail and office uses exist at the intersection of County Road D and Old Highway 8.

Land-Use Issues

This residential neighborhood is often perceived as being isolated as it is separated from the rest of Roseville's neighborhoods by major highways, a railroad, and the large industrial area west of I-35W. Bordering the southeast side of the district is County Road 88, which produces traffic and noise that can negatively impact the neighborhood. Existing land uses on the east side of County Road 88 are primarily heavy and light industrial as part of Roseville's large industrial area west of I-35W. The neighborhood would benefit from improved access to the rest of the Roseville, including on- or off-street routes for walking and biking that would better connect the neighborhood to the City's parks and recreation system.



Planning Districts

Figure 4.2

Planning District 1 contains one vacant site, which consists of two adjacent parcels totaling approximately nine acres that is located just south of County Road D between Old Highway 8 and County Road 88. Because potential soil and fill material problems on the site would challenge the economic feasibility of developing a multistory building, the site's previous future land use designation was Business. The desired development of more intensive uses will most likely require substantial soil corrections. If this land is developed with residential uses, the provision of public or private parks/open space should be considered as part of the development. This

park land could be designed to improve the district's access to park space in the neighborhood as well as the community's park system.

Future Land Use

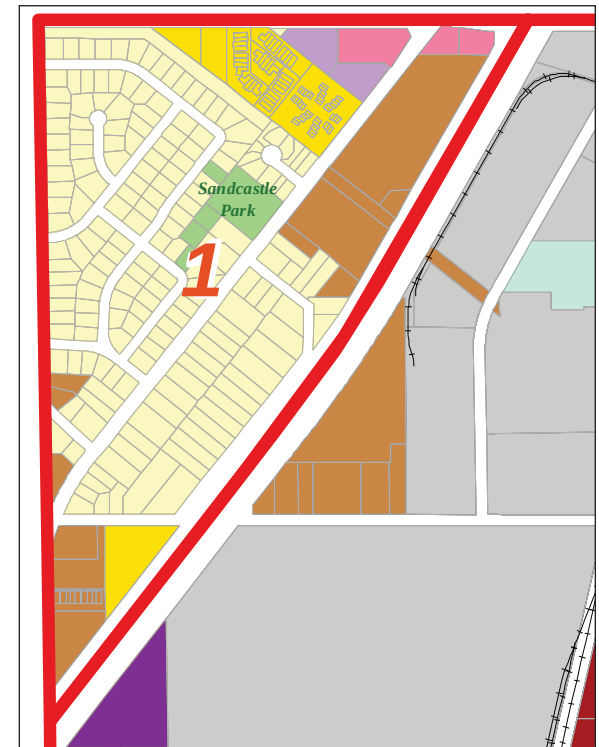
The Comprehensive Plan seeks to sustain and support the residential character of this district. The vacant land located just south of County Road D between Old Highway 8 and County Road 88 is guided for High-Density Residential. Since direct driveway access to County Road 88 would not be available and adjacent existing land uses are primarily residential, the future land-use designation was changed from Business to High-Density Residential as part of this 2008 update to the Comprehensive Plan.

The node at the intersection of County Road D and Old Highway 8, which was previously guided for Business and Limited Business, is now guided for Neighborhood Business and Office uses to reflect the new land-use categories of the 2030 Comprehensive Plan.



Existing Land Use - Planning District 1

Figure 4.3



Future Land Use - Planning District 1

Figure 4.4

Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



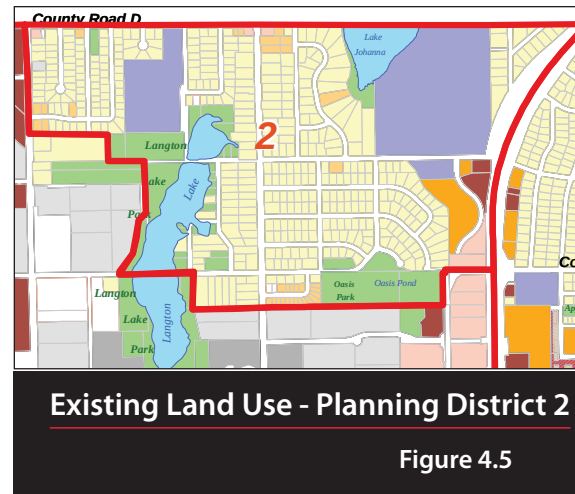
District 2

Planning District 2 runs from Cleveland Avenue on the west to Snelling Avenue on the east, and from County Road D on the north to County Road C2 on the south. In Planning District 2, the primary existing land uses are low-density residential, institutional, and parks/open space. The Northwestern College campus is partially located within Roseville adjacent to Lake Johanna in the northeast corner of the district. Langton Lake and Oasis Pond and the parks/open spaces surrounding them are located along the southern border of the district and provide separation between the residential neighborhood and the nonresidential areas to the south.

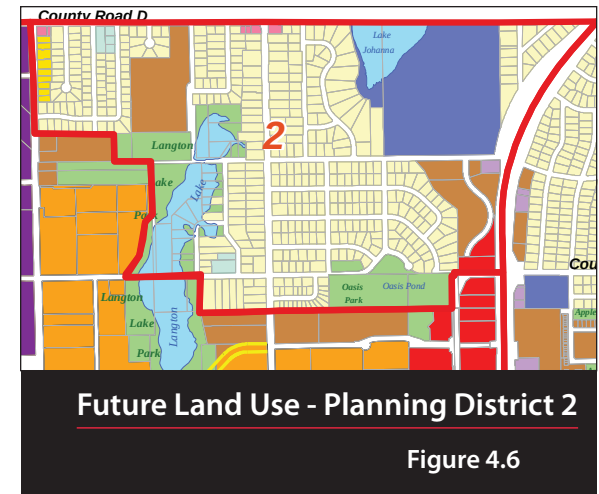
Land-Use Issues

The primary land-use issues in District 2 occur on the edges. This district's southern edge borders the Twin Lakes Redevelopment Area, currently a mix of industrial and vacant land. The Comprehensive Plan guides the Twin Lakes area for a mix of residential and nonresidential land uses. Attention should be given to establishing appropriate transition/buffer land uses between future land uses in the Twin Lakes area and the existing low-density residential uses in Planning District 2.

Similar transition issues exist with the more intensive land uses along Snelling Avenue adjacent to Northwestern College and along Cleveland Avenue. Northwestern College has continued to grow in size, which creates pressures to expand its campus. In particular, there is a growing presence of student housing, some owned by the college, east of Snelling Avenue and south of County Road C2. The Comprehensive Plan seeks to balance maintaining the integrity of the existing neighborhoods with sustaining this more intense adjacent land use.



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



Future Land Use

The 2030 Land Use plan for District 2 focuses on maintaining existing land uses. Planned uses are consistent with current development.

The Comprehensive Plan continues to guide land uses near the Northwestern College campus for the appropriate land uses rather than expanding the designation of institutional land uses east of Snelling Avenue and south of County Road C2.

District 3

Planning District 3 extends from Snelling Avenue on the west to Lexington Avenue on the east, and from County Road D on the north to County Road C on the south.

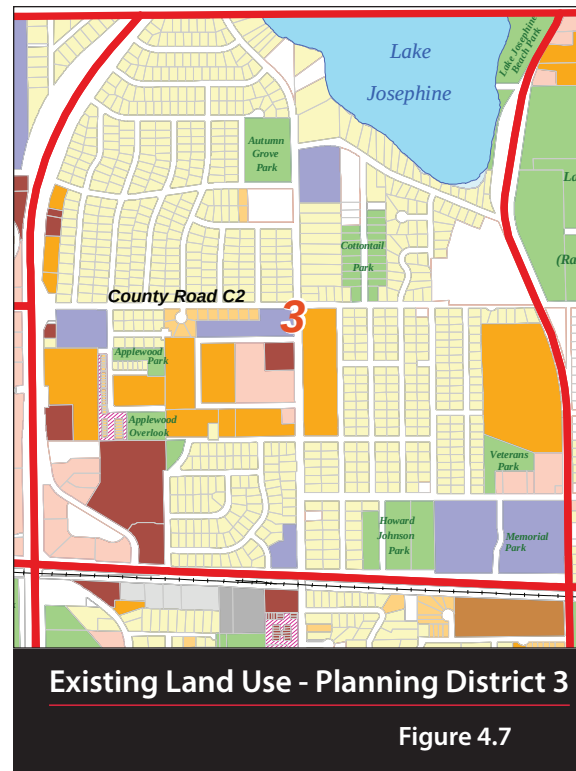
Land-Use Issues

The key land-use issue for District 3 is the future of the Hamline Shopping Center. The Comprehensive Plan anticipates the redevelopment of the existing shopping center. This redevelopment is envisioned as a mix of residential and commercial uses. The Plan shows separate land uses, but an integrated mixed-use project would also meet the objectives of the Comprehensive Plan. Retail uses at this location should be oriented to Hamline Avenue.

Future Land Use

The Comprehensive Plan seeks to reinforce existing land-use patterns:

- ♦ Commercial and office uses are oriented to Snelling Avenue and County Road C.
- ♦ Higher-density housing options extend through the middle of this district.
- ♦ The Roseville municipal campus occupies the southeast corner of the district.
- ♦ A neighborhood commercial center lies north of the municipal campus.
- ♦ The remainder of the district is dominated by low-density housing.



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



District 4

Planning District 4 begins at Lexington Avenue on the west, ends at the shoreline of Lake Owasso on the east, and is bounded by County Road D on the north and County Road C on the south.

Land-Use Issues

The park and lakefront make District 4 a desirable residential setting. The Comprehensive Plan supports the existing land-use pattern.

Future Land Use

The majority of the district continues to be guided for low-density residential. Infill and redevelopment should be compatible with the surrounding neighborhood.

Medium- and high-density housing form edges along County Road C and Lexington Avenue.



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



District 5

Planning District 5 occupies the northeast corner of Roseville. It runs from County Road D on the north to County Road C on the south. On the west is Lake Owasso and on the east is Rice Street.

Land-Use Issues

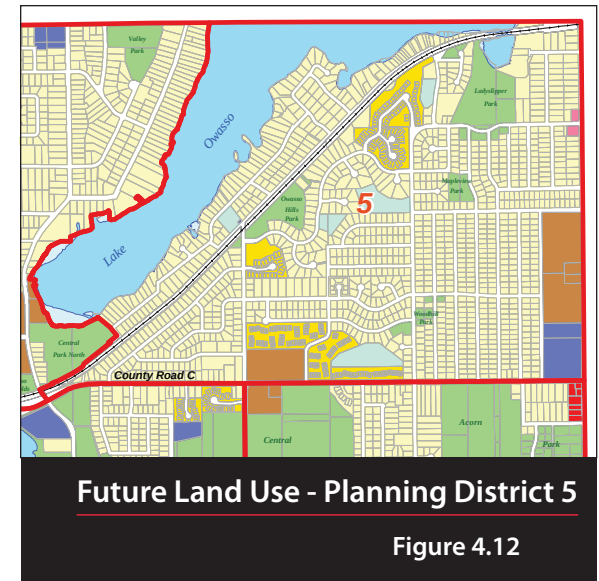
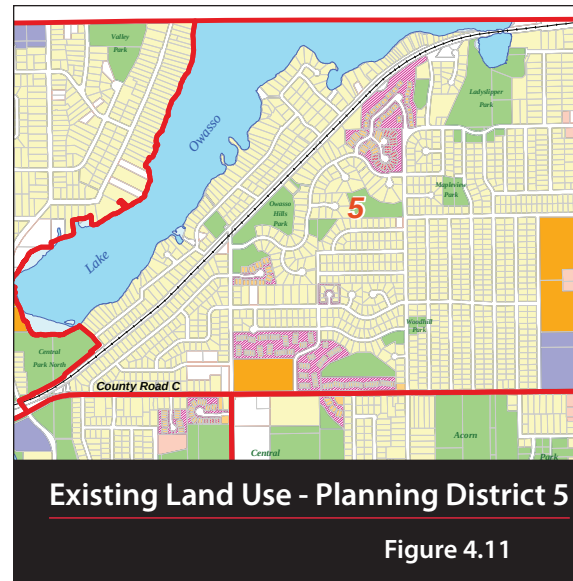
Planning District 5 is a sound residential area. The majority of the district is occupied by single-family housing. Some medium-density infill development (e.g. twin homes and townhomes) has been built. High-density housing exists along major road corridors like County Road C and Rice Street.

The condition of the housing immediately adjacent to Rice Street should be monitored. The long-term viability of this location as a setting for single-family homes will be influenced by traffic volumes on Rice Street and by land uses to the east in Little Canada.

Property in District 5 along Rice Street should be studied as part of redevelopment planning for the entire Rice Street corridor (see discussion in District 6).

Future Land Use

The Comprehensive Plan reinforces existing land-use patterns.



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



District 6

Planning District 6 stretches from County Road C on the north to Highway 36 on the south and from Dale Street on the west to Rice Street on the east.

Land-Use Issues

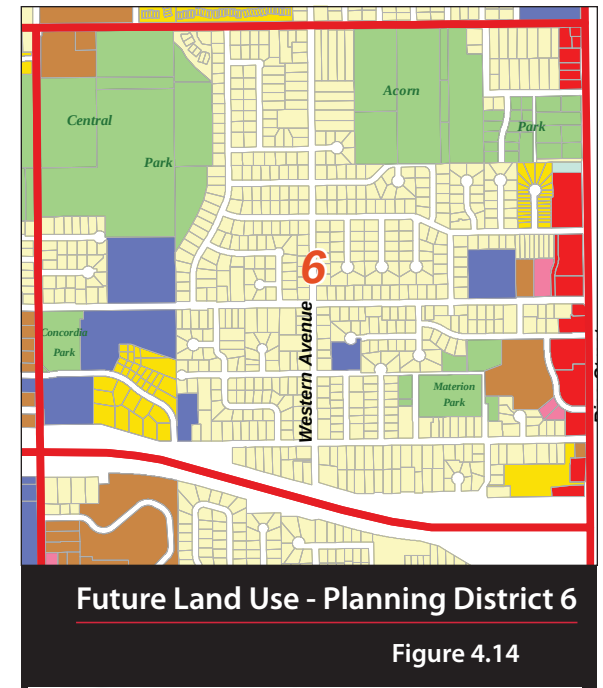
An important initiative growing out of the 2008 Comprehensive Plan update process is the need to undertake more detailed planning for the Rice Street corridor. Located in Roseville, Little Canada, and Maplewood, the corridor is a complex setting with a wide range of land uses, which creates both the opportunity and the need for redevelopment. The level of investigation conducted in preparation of the 2030 Plan did not allow for the exploration of future land-use options in conjunction with the adjacent cities.

Future Land Use

The land-use plan for District 6 is based on existing patterns. The majority of the district continues as single-family housing, parks, and institutional (e.g. schools, churches, etc.) uses.

Future land use along Rice Street primarily reflects existing use. Properties along Rice Street are planned for a mix of retail, service, and office businesses. All non-residential uses are guided as Community Business to allow flexibility in future development. Existing single-family residential properties are guided for transition to commercial use.

Future development along Rice Street should be oriented to the street and not allowed to encroach into adjacent single-family neighborhoods.



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



District 7

Planning District 7 is bordered on the north by County Road C and on the south by Highway 36. The border on the west is Lexington Avenue and the border on the east is Dale Street.

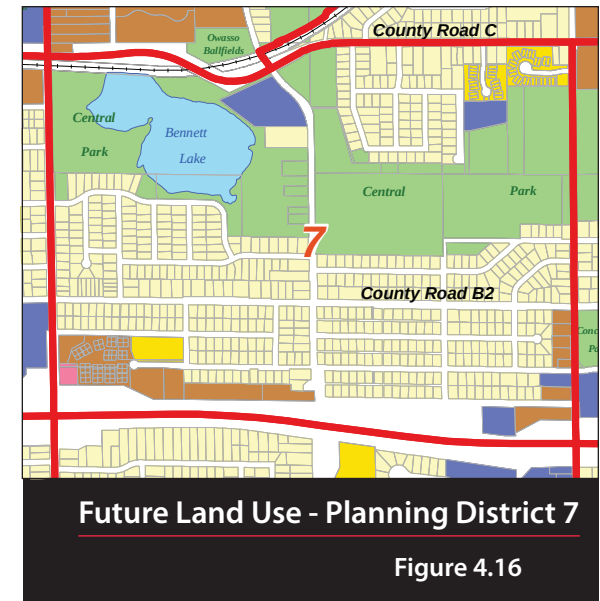
Land-Use Issues

As for many parts of eastern Roseville, the focus of the 2030 Comprehensive Plan is sustaining sound residential neighborhoods. No special land-use issues are identified in District 7.

Future Land Use

Throughout the north-central portion of this district is Central Park, a significant amenity for Roseville. Central Park serves as a foundation for the primary residential character of the district.

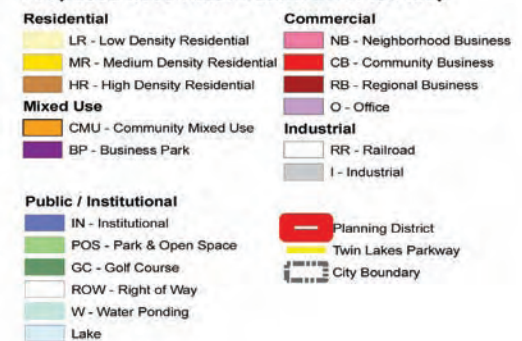
The primary land use is low-density residential (i.e., single-family). Medium- and high-density residential uses are oriented to County Road C, Dale Street, and Highway 36.



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



District 8

Planning District 8 is bordered by County Road C on the north, Highway 36 on the south, Snelling Avenue on the west and Lexington Avenue on the east.

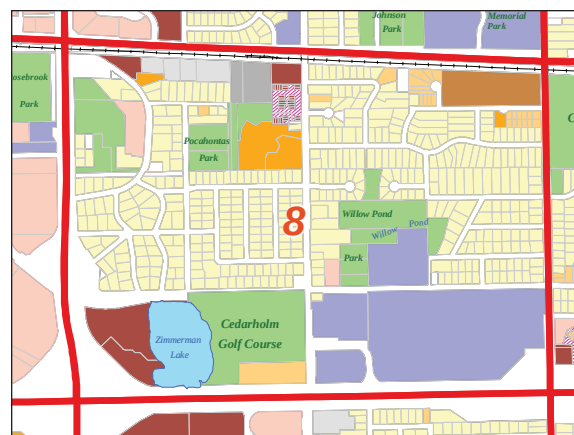
Land-Use Issues

Planning District 8 contains a mix of land uses, which is dominated by single-family residential. The southern edge is formed by public/institutional uses including the Roseville Area High School, Roseville School District 623 headquarters, and Cedarholm Golf Course.

The northern edge is a mix of industrial, office, and residential uses. The Comprehensive Plan envisions the long-term redevelopment of industrial property with higher-density residential. The industrial uses exist on smaller parcels with constrained access. Improvements in the access to these properties will be needed.

Future Land Use

With the exception of the industrial area adjacent to County Road C (see discussion above), the future land-use plan is consistent with current land use.



Existing Land Use - Planning District 8

Figure 4.17



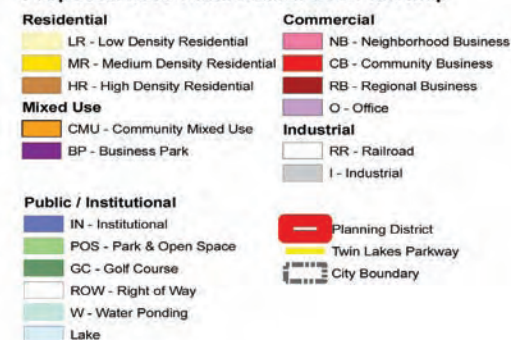
Future Land Use - Planning District 8

Figure 4.18

Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



District 9

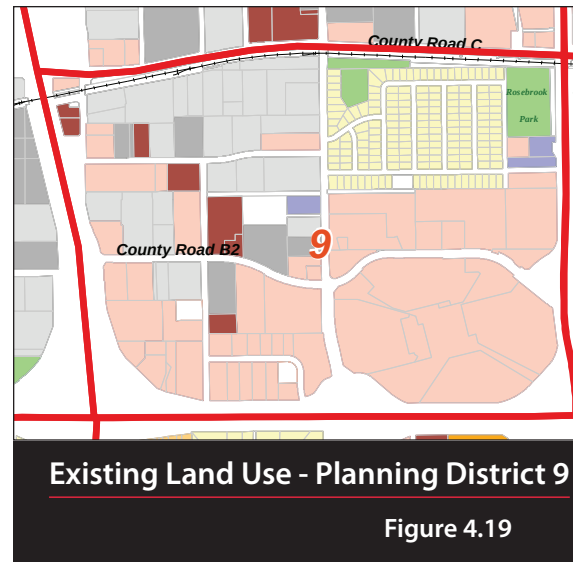
Planning District 9 is bordered by County Road C on the north, Highway 36 on the south, Interstate-35W on the west and Snelling Avenue on the east. District 9 includes four primary uses:

- ♦ Rosedale Shopping Center
- ♦ Crossroads Center, Rosedale Commons, Rosedale Marketplace, and other commercial areas around Rosedale
- ♦ James Addition single-family residential neighborhood
- ♦ Tower Place

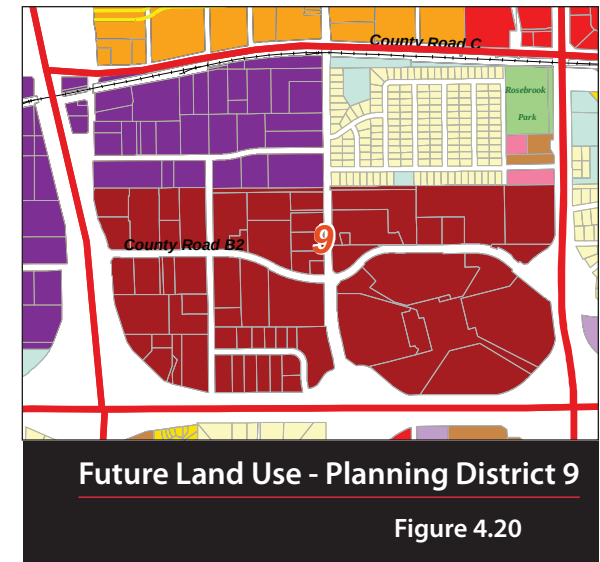
Land-Use Issues

District 9 is a focal point of Roseville's connection with the regional transportation system. Interstate 35W and Highway 36 are regional travel routes. Rosedale Shopping Center serves as a transit hub. The role of Snelling Avenue should increase as a transit connection with the Central Corridor light rail transit line. These transportation systems support the concentration of Regional Business land uses in this district.

History has shown that this access and visibility does not guarantee a successful retail environment. Shopping areas adjacent to Rosedale have realized mixed results. The Comprehensive Plan seeks to establish and sustain an excellent retail environment, allowing businesses to benefit from shared market and customers. The designation of this larger area adjacent to Rosedale as Regional Business represents an expansion of the area allowing regional scale businesses in the future. Attracting businesses with a regional customer base to this district



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



should decrease pressure to locate such businesses in other areas.

The land-use pattern to the west of Rosedale retains a retail character, but becomes more freestanding businesses. This pattern is likely to continue. While these sites have high visibility, the access is more limited than the immediate Rosedale area. This accessibility should

influence the nature of businesses locating in this part of District 9.

There are existing office, industrial, and institutional uses along County Road B2 west of Fairview Avenue. These include Caterpillar, Salvation Army, and the U.S. Post Office. The Comprehensive Plan does not seek the immediate redevelopment of these properties. Rather, the Plan is an indication of the intent to provide for

future growth of regional commercial businesses when the existing uses are no longer viable.

Access is also an issue for the northern portion of this district. The northern edge of District 9 is formed by a rail line and powerline corridor. Access comes from a single rail crossing and connection with County Road C. A grade change prevents additional street access to the south and creates relatively narrow sites. These factors limit the potential for high-traffic-volume uses.

The rail line has been discussed as a potential future transit corridor (the Northeast Diagonal). Transit service would change the nature of development opportunities in this area.

The Comprehensive Plan seeks to sustain the viability of the James Addition as a low-density residential neighborhood. Although surrounded by major transportation corridors and regional shopping areas, this neighborhood retains its integrity.

Future Land Use

Tower Place is guided with the Business Park category, new for the 2030 Comprehensive Plan. This land use designation is based on the desire to encourage the continued development of the area with office, office/warehouse, and office/showroom types of development. Commercial uses in this area should be supportive of the employment-oriented nature of the area. Lodging and restaurants are existing examples of compatible uses.

The Comprehensive Plan supports the long-term viability of Rosedale as a Regional Business. Although many of the businesses surrounding Rosedale could be found in other commercial land-use areas, the Regional Business designation reflects the influences of a regional

shopping center and two regional transportation corridors (Highway 36 and Interstate 35W).

District 10

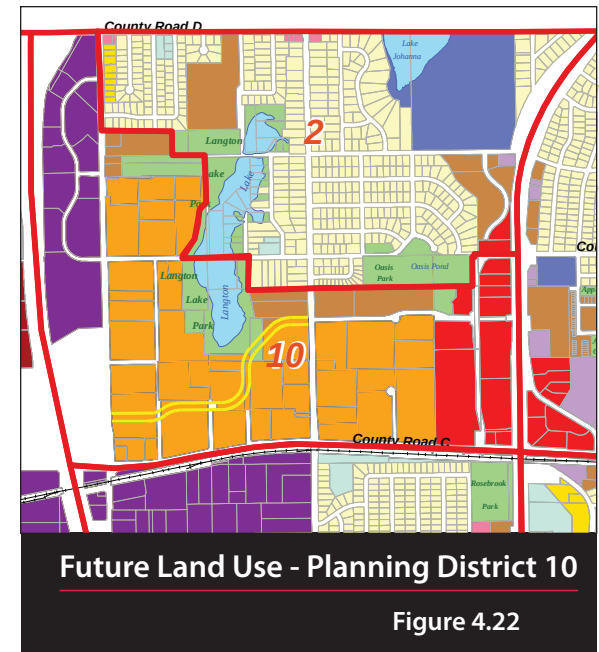
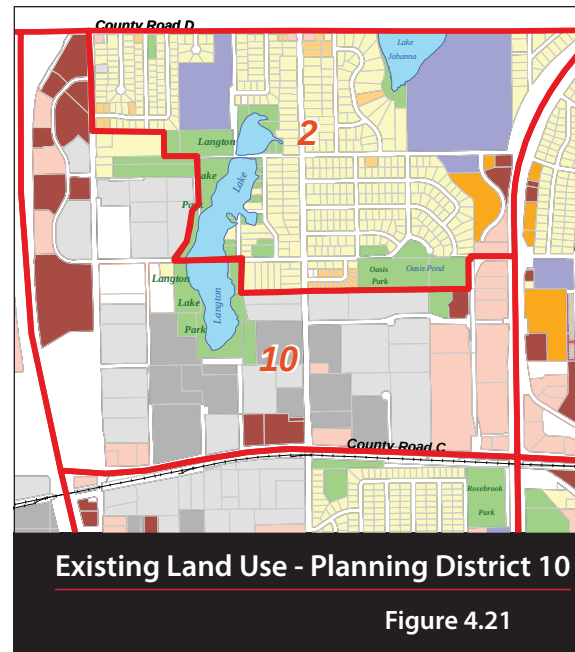
Planning District 10 extends from County Road D on the north to County Road C to the south, and from Interstate 35W on the west to a portion of Snelling Avenue on the east. This area includes the Centre Pointe Planned Unit Development and the Twin Lakes redevelopment area. The area is an evolving mix of office and other businesses with supporting commercial and housing.

The previous versions of the Comprehensive Plan for this district included industrial areas west of Interstate 35W, Tower Place, and the commercial area extending south to Highway 36. The area has been divided into new districts with more common land-use issues.

Land-Use Issues

The primary issue for District 10 will be continuing efforts to facilitate the redevelopment of the Twin Lakes area. Twin Lakes has been a long-term redevelopment focus of the City. A series of planning studies and environmental reviews have defined development issues and community desires for this area. While the location and access to the regional transportation system make District 10 a desirable development area, classic redevelopment issues (e.g. obsolete existing uses, underutilized property, poor site configuration, and site contamination) create challenges in attracting investment.

Previous planning has envisioned a master-planned approach to redevelopment. A large-scale project would allow the City to work with a single developer to guide land uses and public improvements. Such a project has not materialized. Future development will more likely



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



be a series of smaller projects. This approach places more responsibility on the City for creating an appropriate mix of uses and a sustainable development pattern.

The Rosedale Square and Roseville Crossings retail areas form the east edge of District 10. No additional commercial/retail development of this scale is planned for District 10. Midway Ford is the only auto dealership in Roseville that is not located in a Regional Business area.

Future Land Use

The Twin Lakes area is designated as Community Mixed Use, a new land-use category for the 2030 Comprehensive Plan. The mixed-use designation for this area reflects several factors:

- ♦ The need to retain flexibility in working with developers over an extended period of time to create high-quality and sustainable new development
- ♦ The recognition that the ability to correct site pollution will influence the type and location of development
- ♦ The desire to have employment as the primary orientation of future development, balanced with the recognition that commercial and residential uses help to support business development
- ♦ Twin Lakes should not be developed with shopping as the primary focus of future land use

The Comprehensive Plan lays the foundation for future development. The City intends to rely on the following official controls and environmental studies to guide land use and to evaluate specific development proposals:

- ♦ Zoning regulations

- ♦ Twin Lakes Business Park Master Plan
- ♦ Twin Lakes Business Park Alternative Urban Areawide Review (AUAR)
- ♦ Twin Lakes Redevelopment Area Design Principles

The Centre Pointe area is guided as Business Park, a new land-use category for the 2030 Comprehensive Plan. Centre Pointe is a strong example of the mix of business land uses intended for the category. The primary focus of the area is office and other service businesses. Commercial uses, such as lodging, provide support to the underlying employment objective of this area. Future land use will be a continuation of this pattern.

District 11

Planning District 11 is the area bound by the the city boundary of New Brighton to the north, Interstate 35W to the east and south, the city boundaries of Minneapolis and St. Anthony to the west, and County Road 88 to the northwest.

This district was part of District 10 in the previous Comprehensive Plan.

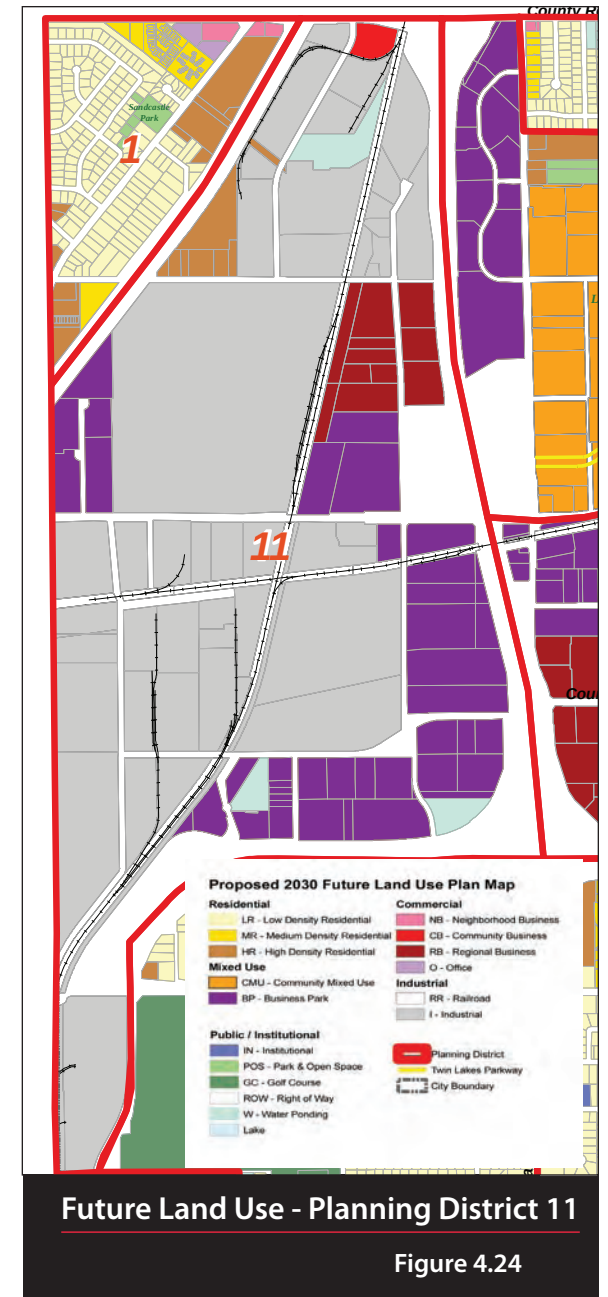
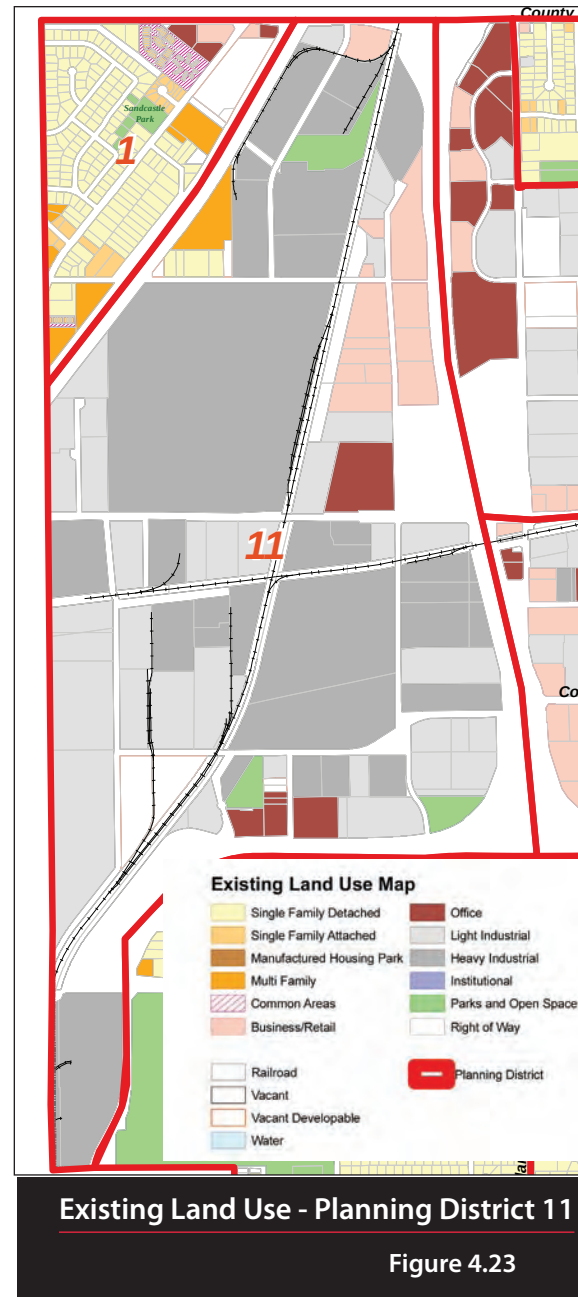
Land-Use Issues

District 11 continues as a major employment area for Roseville and the region. The area is suited to sustaining a wide range of industrial and office uses. New investment has been attracted to this district by its combination of location and accessibility.

The district is located adjacent to Gross Golf Course. The amenity of the golf course combined with the proximity to employment would provide a good location for housing if, in the future, redevelopment of existing industrial was desired.

The Paper Calmenson site is located in the southwest corner of this district. The regional highway system isolates this site from the rest of Roseville. The Plan guides the property for continued industrial use, with the recognition that future redevelopment may be needed.

Automobile dealerships are concentrated adjacent to Interstate 35W north of County Road C. Other commercial uses are limited to service businesses that support the overall office/industrial orientation of this district.



A small triangular area contains existing residential uses, both multifamily and single-family, at the corner of County Road 88 and County Road C2. This area is surrounded by industrial uses and major roads, which creates incompatibility issues and isolates these residents.

Future Land Use

The majority of the district retains an industrial land-use designation to sustain existing uses and to provide an area for similar uses to locate. It is recognized, however, that some existing industrial property is under-utilized. Non-industrial land uses may be considered if compatible with overall plans for this district.

The edges are guided as Business Park. The goal is to continue to attract the new office, office/showroom, and office/warehouse development that has come to this area in recent years.

The automobile dealerships are guided as Regional Business in recognition of the regional draw created by this concentration of businesses. The visibility, access, and location of these properties create a desirable setting for businesses with a regional trade area.

If land in this district is redeveloped with residential uses, the provision of public or private parks/open space should be considered as part of the development. This park land could be designed to improve the district's access to park space in the neighborhood as well as the community's park system. Any residential uses should also be connected with other parts of the community.

District 12

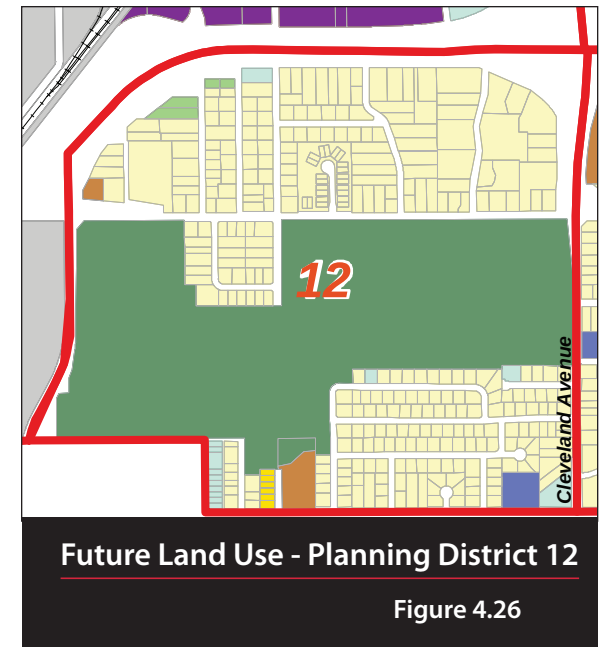
Planning District 12 is bounded on the west by Highway 280 and on the east by Cleveland Avenue. It is bounded on the north by Highway 36 and to the south by Roselawn Avenue.

Land-Use Issues

The land-use pattern in Planning District 12 is dominated by Midland Hills Golf Course, a private golf course, and surrounding residential development. The golf course consists of 160 acres, constituting approximately 40% of the planning district's land, and it physically separates the northern and southern neighborhoods. Experiences of other Twin Cities communities have demonstrated some of the issues created when private golf courses are no longer viable and seek redevelopment. The Comprehensive Plan guides Midland Hills as Golf Course to clearly signify that it is not part of the public park system. The property will be zoned in a manner that makes it consistent with the Comprehensive Plan land-use designation. If future redevelopment is proposed, then the City will address the request in the same manner as any other proposal to change land use.

This planning district currently does not contain any public park space. The closest existing public park is located to the east at Fairview Avenue and County Road B, and is athletic fields only. Because this planning district is fully developed, the potential for finding land for a future park is very limited.

The previous access between County Road B and Highway 280 has been closed. It is anticipated that the street will be turned back to the City and converted to a local



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



street. That change supports the long-term viability of this neighborhood.

Future Land Use

The Comprehensive Plan supports the existing land-use pattern in District 12. The only future land-use change desired is identification of potential sites for a future neighborhood park.

District 13

Planning District 13 is bounded on the north by Highway 36 and on the south by Roselawn Avenue and is bounded on the west by Cleveland Avenue and on the east by Snelling Avenue.

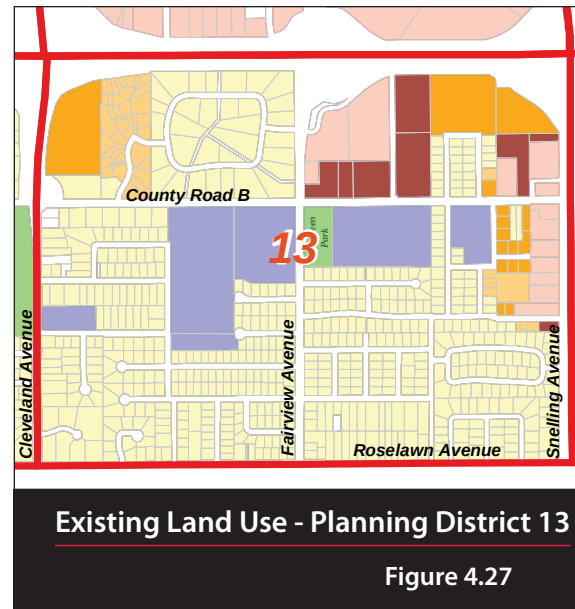
Land-Use Issues

The southeast quadrant of Fairview Avenue and Highway 36 is a commercial district that currently functions as an extension of the Rosedale Area. Site and access constraints make this area best suited for community-scale retail uses in the future. The Plan envisions this commercial area, which could be retail, service, or office uses, extending south to County Road B.

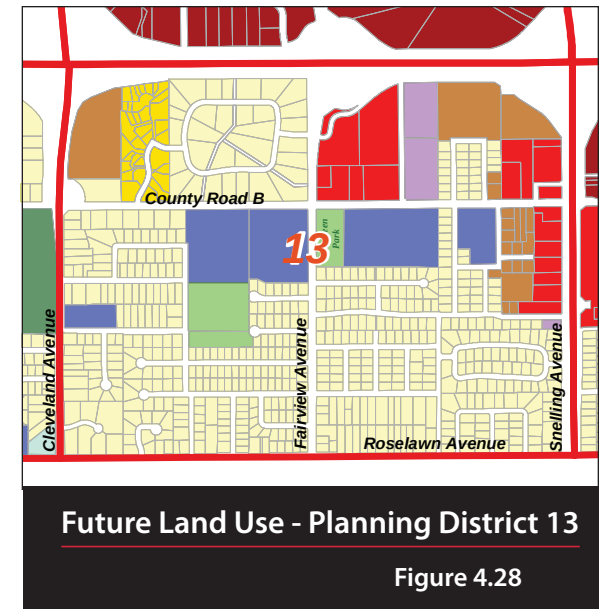
Small retail uses line the west side of Snelling Avenue. This area is a viable retail setting despite poor access and internal movement. Access and site dimensions limit alternatives for use of these properties.

The single-family neighborhood north of County Road B (Midlothian Road-Laurie Road-Haddington Road) is surrounded by land uses not typically compatible with low-density residential. The planning process for the 2030 Comprehensive Plan considered other land uses and opted to retain the existing low-density residential designation. The City should monitor the condition of this housing stock. If redevelopment becomes necessary or desirable, change should not be piecemeal. Since low-density residential land uses are anticipated to remain here long-term, adjacent non-residential land uses are guided for office uses rather than more intense business uses.

Residential areas south of County Road B are also impacted negatively by the high-intensity commercial



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



uses along Snelling Avenue, including spillover noise, traffic, and lighting.

Overall, this district is a mix of institutional uses, large-lot single-family residential, smaller-lot single-family residential, apartments, condominiums, office, and retail. This planning district is lacking adequate public parks and open spaces to support this mix of land uses. The only public park located within the district is the 4-acre Evergreen Park, which is athletic fields. The planning district does not have a neighborhood park.

Future Land Use

The Comprehensive Plan primarily guides future land uses to support the existing land-use pattern. The commercial areas along Snelling Avenue and Fairview Avenue are guided to be more community-oriented in the future, so they are designated as Community Business rather than Regional Business uses. If and when any of these commercial properties redevelop, there is a need to provide adequate buffering between the commercial uses and the adjacent residential uses.

Since this planning district lacks adequate public parks, the City should pursue identification and acquisition of land for future parks whenever opportunities emerge. The City should continue to promote a cooperative venture with School District 623 for the Fairview Community Center property. In the event that the land is for sale or is available for a land-use change, the City should consider this land for a future community center or park land.

District 14

Planning District 14 is bounded on the north by Highway 36 and on the south by Larpenteur Avenue. It is bounded on the west by Snelling Avenue and on the east by Lexington Avenue.

Land-Use Issues

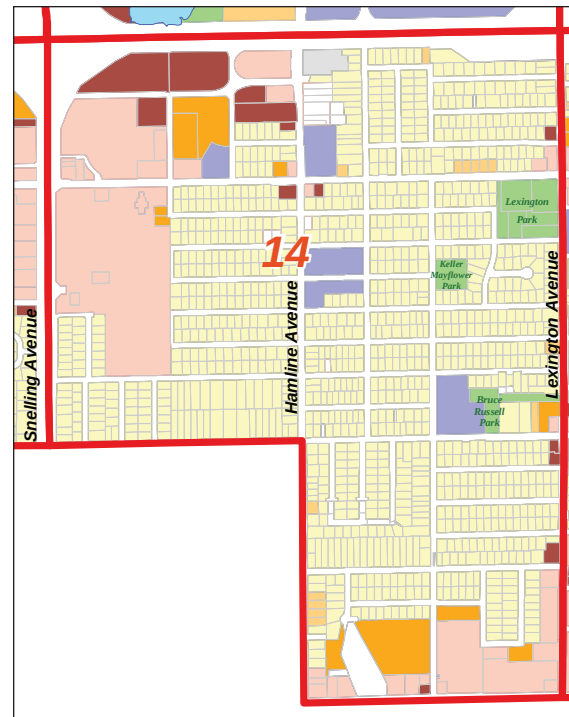
The continued evolution of the HarMar Mall shopping center will be a key factor for this area. The core facilities are changing from the original indoor shopping mall to more exterior-facing storefront and freestanding buildings. The Comprehensive Plan encourages changes toward a sustainable commercial district based on retail and service businesses.

The enhancement of transit facilities and service in this area could create an opportunity for integrating housing with these commercial uses. Additional study is needed to evaluate adequately the viability of a mixed-use development pattern at HarMar.

The single-family residential area along Sandhurst Drive west of Hamline Avenue is sound, but is surrounded by more intense land uses. The City should monitor the condition of this housing stock. If redevelopment become necessary or desirable, change should not be piecemeal.

The western portion of this planning district is underserved by public parks, similar to Districts 12 and 13. The closest neighborhood parks are to the east near Lexington Avenue.

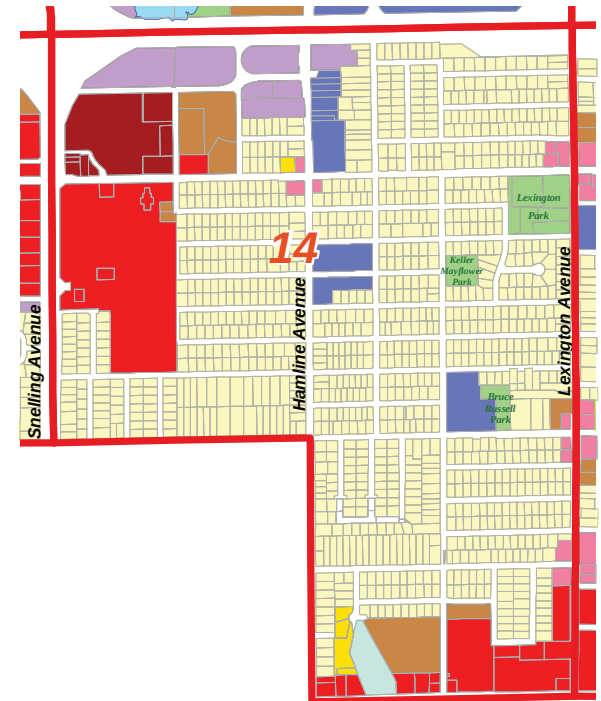
The Ramsey County Library is an attraction for District 14. The library is programmed for expansion to the north. The Comprehensive Plan supports the commercial node at County Road B and Hamline Avenue



Existing Land Use - Planning District 14

Figure 4.29

Existing Land Use Map



Future Land Use - Planning District 14

Figure 4.30

Proposed 2030 Future Land Use Plan Map



and encourages development of businesses that take advantage of the attraction created by the Library.

Future Land Use

The Comprehensive Plan seeks to:

- ♦ Promote strong commercial districts at Snelling Avenue and County Road B and at Larpenleur Avenue and Lexington Avenue
- ♦ Focus medium- and high-density residential around the commercial districts
- ♦ Sustain neighborhood commercial nodes at:
 - County Road B and Hamline Avenue
 - County Road B and Lexington Avenue
 - Lexington Avenue and Roselawn Avenue
- ♦ Maintain the integrity of existing single-family neighborhoods that constitute the majority of land use in this district
- ♦ Explore opportunities for providing a future neighborhood park in the western half of the planning district
- ♦ Pursue a more detailed study of the HarMar Mall site that explores future land-use and redevelopment alternatives for this site

District 15

Planning District 15 is bounded by Highway 36 on the north, Larpenteur Avenue on the south, Lexington Avenue on the west and Dale Street on the east.

Land-Use Issues

The keys to future land use in this district involve supporting existing commercial districts and nodes while maintaining the integrity of the predominantly single-family residential land-use pattern.

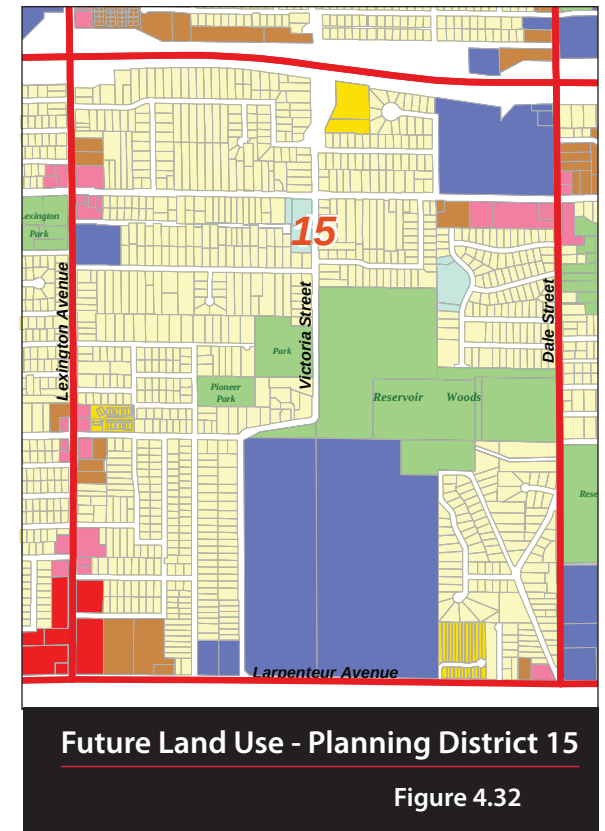
Future Land Use

The Comprehensive Plan seeks to support the existing mix of land uses by:

- ♦ Promoting a strong commercial district at Larpenteur Avenue and Lexington Avenue
- ♦ Focusing medium- and high-density residential at existing locations along major street corridors
- ♦ Sustaining neighborhood commercial nodes at:
 - County Road B and Lexington Avenue
 - Lexington Avenue and Roselawn Avenue
 - County Road B and Dale Street
- ♦ Maintaining the integrity of existing single-family neighborhoods that constitute the majority of land use in this district



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map



District 16

Planning District 16 is bordered on the north by Highway 36, on the south by Larpenteur Avenue, on the west by Dale Street, and on the east by Rice Street.

Land-Use Issues

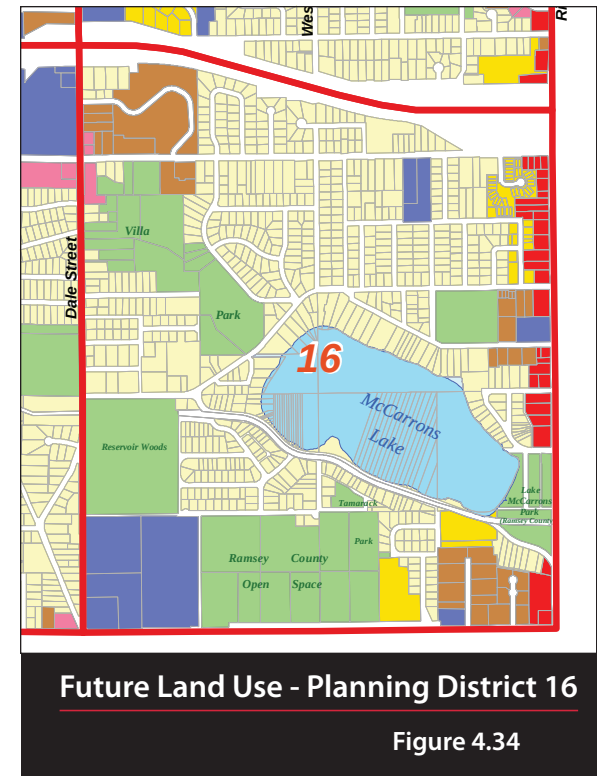
As described in District 6, an important initiative growing out of the 2008 Comprehensive Plan update process is the need to undertake more detailed planning for the Rice Street corridor. Located in Roseville, Little Canada, and Maplewood, the corridor is a complex setting with a wide range of land uses, which creates both the opportunity and the need for redevelopment. The level of investigation conducted in preparation of the 2030 Plan did not allow for the planning needed to explore future land-use options in conjunction with the adjacent cities.

There have been discussions about changes in use for Ramsey County detention facilities in this district. No changes to this land use are shown in the Comprehensive Plan.

Future Land Use

District 16 consists of numerous open spaces, including wetlands, a County park, City park systems, cemetery space, and St. Paul Water Works property. The primary focus of land-use planning for this district is to preserve open space and sustain residential areas.

The Plan seeks to strengthen the viability of Rice Street for retail, service, and office businesses.



Existing Land Use Map



Proposed 2030 Future Land Use Plan Map





Parks, Open Space, and Recreation

The Parks, Open Space, and Recreation chapter guides future development and improvements to the City's parks, open space, and recreation system. This chapter contains the following elements:

- Introduction
- Goals and policies
- Park classification system
- Designations of individual parks, open spaces, and recreation facilities
- Issues and potential improvements

Introduction

Parks, open spaces, and recreation facilities serve a number of important functions in Roseville. Parks provide citizens with attractive and convenient recreation opportunities that ultimately enhance the living environment of the City's neighborhoods and the community as a whole. Access to high-quality

recreational facilities can enhance the physical, social, and economic health of the community. Parks also serve as neighborhood and community gathering places and often provide a major focal point and sense of identity for individual neighborhoods.

Park and open space land contribute to the environmental health of the community. By properly locating and designing parks and open spaces, these areas can also help control flooding, improve the quality of surface water, replenish the ground water supply, reduce air pollution, and preserve significant natural resources.

The parks, open spaces and recreation system can also function as connection and transition areas within the community. The system of recreation areas, including the pathways system, is intended to connect neighborhoods with other neighborhoods and with major community destinations, particularly schools, civic facilities, and shopping areas. Parks and open spaces can also be used effectively to create a "buffer"

between different land uses, particularly residential and nonresidential.

The City must plan for a suitable amount of park and open space areas. These lands must be located in the proper locations and contain the appropriate recreational facilities for each area and its anticipated park users. Population and age of residents, as well as changes in such matters as attitude toward the environment, amount of leisure time available, and the type of recreational activities preferred should determine the type and location of individual park, open space, and recreation facilities that are needed.

The City's existing parks, open spaces, and recreation facilities are shown on Figure 9.1 (Existing Parks and Open Spaces) including the type and jurisdictional responsibility for each park.

The City's Parks and Recreation System Plan requires updating. The City is anticipating a major update of the System Plan in 2008-2009. The System Plan will provide more detailed guidance for the parks, open space, and recreation facilities system. The update process will most likely involve an intensive evaluation

The Parks and Recreation System Plan is primary tool for guiding the operation and maintenance of Roseville's park system. The City uses individual park and facilities master plans as tools for implementing the System Plan. The System Plan must also connect and coordinate with other municipal plans including the Comprehensive Plan, Pathways Master Plan and Transportation Plan. The Comprehensive Plan reinforces goals, policies and plans in the System Plan and seeks to guide land use in a manner consistent with the System Plan.

of the existing system, a community-needs assessment, revised vision and goals, and a revised system plan map. This major update of the System Plan will involve the community and may result in necessary amendments to the Comprehensive Plan.

This updated Plan, along with the Parks and Recreation Strategic System Plan and Park Improvement Program, will provide the basis for developing the Capital Improvements Plan (CIP) for parks and recreation expansion and improvements. The CIP is a ten-year plan that is used to set long-term and short-term (annual) budgets for development of parks and recreation facilities. The CIP is updated annually.

Goals and Policies

The following goals and policies are established to guide future development and decision-making relating to parks, open spaces, and recreation facilities:

Goal 1: Provide a high-quality, financially sound system of parks, open spaces, trails, and multigenerational recreation facilities that meets the recreation needs of all city residents and enhances the quality of life in Roseville.

Policy 1.1: Evaluate and refurbish parks, as needed, to reflect needs related to changes in population, age of nearby residents, recreational activities preferred, amount of leisure time available, and contemporary park designs and technologies.

Policy 1.2: Evaluate the maintenance implications of potential park land acquisitions and capital improvements.

Policy 1.3: Research, develop, and recommend funding programs in order to carry out the proposed park and recreation system needed within Roseville.

Policy 1.4: Partner with adjacent communities, agencies, and school districts to leverage resources available to optimize open space, fitness and recreation programming, and facility options.

Policy 1.5: Develop park and recreation facilities that minimize the maintenance demands on the City by emphasizing the development of well-planned parks, high-quality materials and labor-saving maintenance devices and practices.

Policy 1.6: Promote and support volunteerism to encourage people to actively support the City's parks and open spaces.

Goal 2: Maintain an ongoing parks and recreation planning process that provides timely guidance for maintaining the long-term, sustained viability of the City's parks, open spaces, and recreation facilities system.

Policy 2.1: Re-evaluate, update, and adopt a Park and Recreation System Plan at least every five years to reflect new and current trends, changing demographics, new development criteria, unanticipated population densities, and any other pertinent factors that affect park and recreation goals, policies, and future directions of the system.

Policy 2.2: Develop and implement park master plans.

Policy 2.3: Support involvement of the Park and Recreation Commission in the parks and recreation planning process.

Policy 2.4: Monitor progress on the Parks and Recreation System Plan on an annual basis to ensure that it provides actionable steps for maintaining, improving and expanding the system.

Policy 2.5: Annually recommend the adoption of a ten-year Capital Improvements Plan (CIP) for Parks and Recreation.

Policy 2.6: Involve a diverse group of participants in the parks and recreation planning process.

Goal 3: Add new park and recreation facilities to achieve equitable access in all neighborhoods, accommodate the needs of the City's redeveloping areas, and meet residents' desires for a broad range of recreation opportunities serving all age groups.

Policy 3.1: Determine potential locations and acquire additional park land in neighborhoods that are lacking adequate parks and recreation facilities.

Policy 3.2: Determine potential locations for new park facilities in redevelopment areas as part of the redevelopment process and use the park dedication process to acquire the appropriate land.

Policy 3.3: Make continued effective use of the Park Dedication Ordinance. Park land dedication will be required when land is developed or redeveloped for residential, commercial, and industrial purposes. The City will annually review its park dedication requirements in order to assure that dedication regulations meet statutory requirements and the needs of Roseville.

Goal 4: Create a well-connected and easily accessible system of parks, open spaces, trails, and recreation facilities that links neighborhoods and provides opportunities for citizens to gather and interact.

Policy 4.1: Connect the park system to the neighborhoods and community destinations via paths and trails.

Policy 4.2: Make the park system accessible to people with physical disabilities.

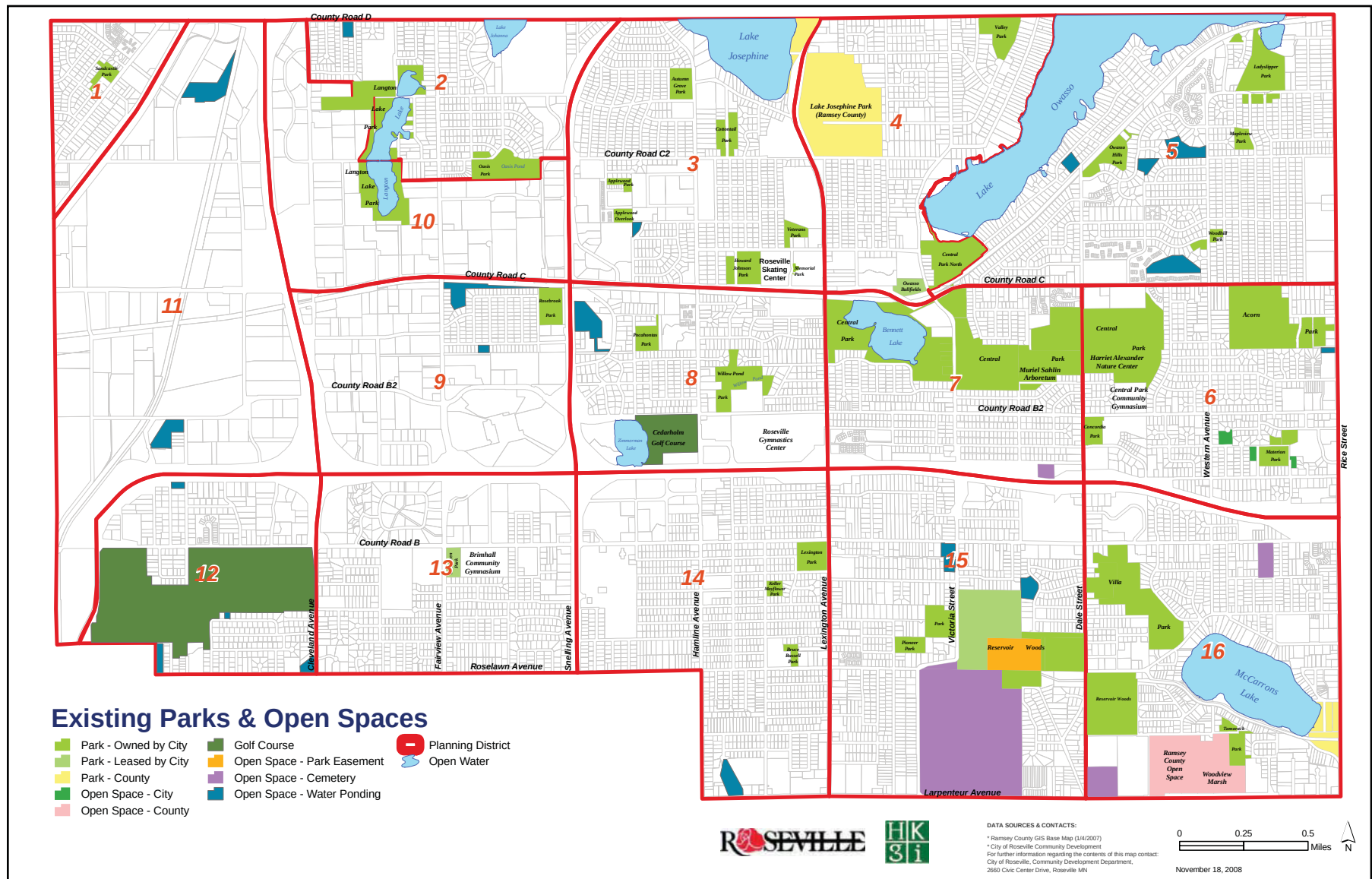
Policy 4.3: Align development and expansion of the non-motorized pathways system with the need to provide connections to and within the parks, open spaces and recreation system.

Goal 5: Preserve significant natural resources, lakes, ponds, wetlands, open spaces, wooded areas, and wildlife habitats as integral aspects of the parks system.

Policy 5.1: Encourage dedication of parks, open spaces, and trails in new development and redevelopment areas that also preserve significant natural resources on and/or adjacent to the subject site.

Policy 5.2: Utilize adopted Natural Resources Management Plans to manage and restore the significant natural resources in the park system.

Policy 5.3: Seek ways to effectively preserve wooded areas and to appropriately add trees to parks, open spaces, boulevards, and other City property.



Existing Parks and Open Spaces

Figure 9.1

Park Classification System

The City’s parks, open spaces and recreation facilities are organized into seven classifications, defined as follows:

Play Lot (PL)

Play lots are small parks intended for informal recreation, play and relaxation. There are two play lots in the existing park system.

Neighborhood Park (NP)

Neighborhood parks offer opportunities for a variety of recreational activities, both organized and informal. There are 16 neighborhood parks in the existing park system.

Community Park (CP)

Community parks are larger and offer diverse environmental features, including unique natural open space. They offer many opportunities for recreation. There are three community parks in the existing park system.

Urban Park (UP)

Urban parks offer varied natural features and include a wide range of recreational opportunities. There are two urban parks in the existing park system.

Trail Park (TP)

Trail parks offer opportunities for recreational travel, such as hiking or biking through areas of natural beauty. There are four trail parks in the existing park system.

Athletic Field (ATHP)

Athletic fields are park areas that are entirely designed for organized athletic play. There are three athletic fields in the existing park system.

Conservancy Park (CONP)

Conservancy parks are intended for the protection and preservation of the natural environment, and offer recreational opportunities. There are three conservancy parks in the existing park system.

Regional Facility (RF)

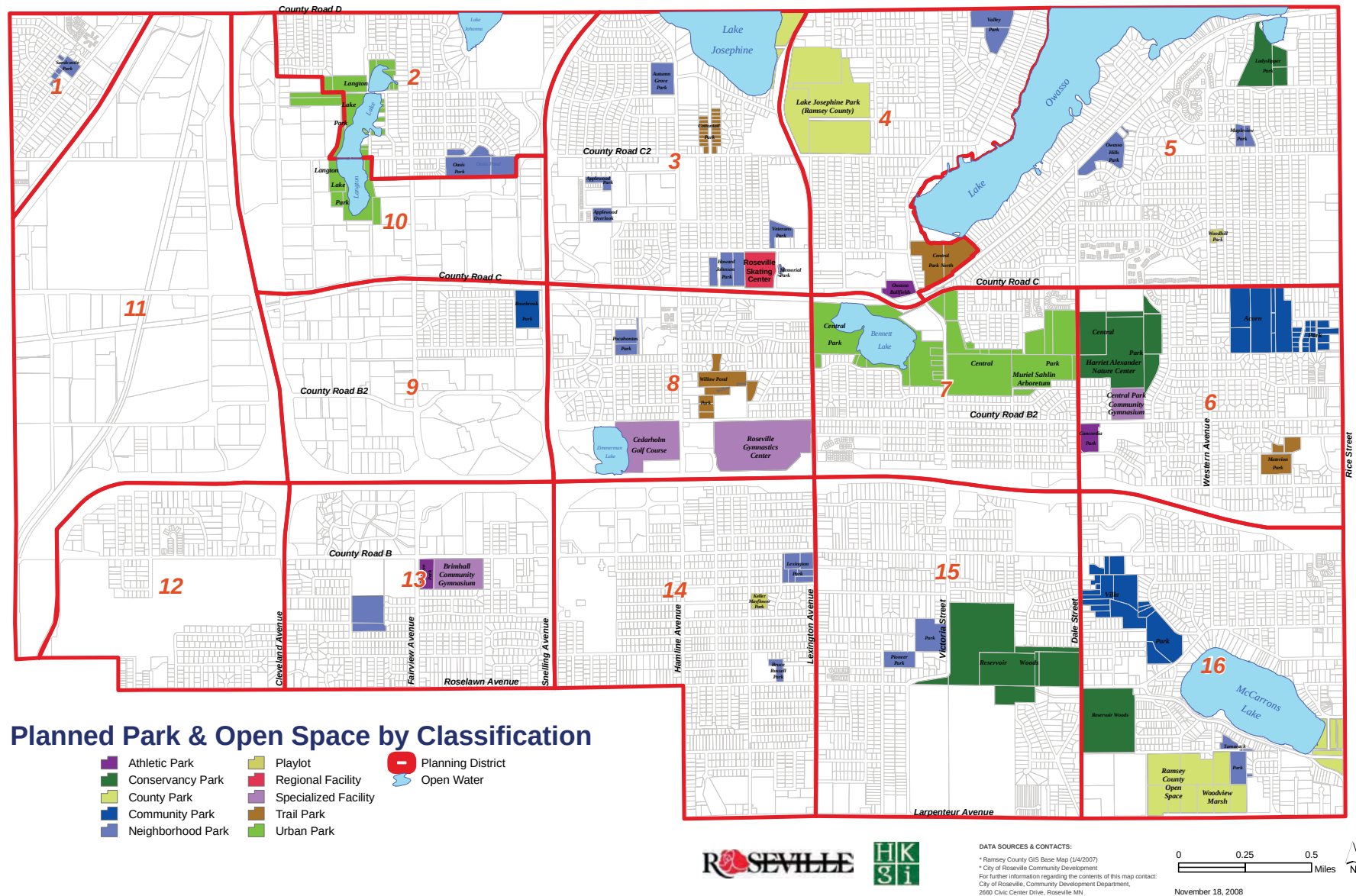
Regional facilities provide unique recreational facilities that are used by people throughout the region. The Roseville Skating Center is the only regional facility in the existing system.

Specialized Facility (SF)

Specialized facilities represent elements of the park system that should be identified for their special use and purpose. Specialized facilities in the existing system include Cedarholm Golf Course, Harriet Alexander Nature Center and Muriel Sahlin Arboretum, Roseville Gymnastics Center, Central Park Community Gymnasium, and Brimhall Community Gymnasium.

Table 9.1 Park Classifications lists the City’s existing parks, open spaces, and recreational facilities by park classification.

Figure 9.2 Planned Parks and Open Space by Classification shows the location and classification of each of the City’s parks, open spaces, and recreational facilities.



Planned Parks and Open Space by Classification

Figure 9.2

Park Classification	Park	Acres
Playlot (PL)	Keller Mayflower	2.26
	Woodhill	2.60
Neighborhood Park (NP)	Applewood Overlook	2.42
	Applewood Park	2.09
	Autumn Grove	6.54
	Bruce Russell	1.95
	Howard Johnson	9.56
	Lexington	8.18
	Mapleview	3.28
	Memorial (Civic Center Campus)	
	Oasis	15.37
	Owasso Hills	8.53
	Pioneer	13.52
	Pocahontas	5.67
	Sandcastle	3.43
	Tamarack	6.93
	Valley	10.58
	Veterans	3.59
Community Park (CP)	Acorn	44.60
	Rosebrook	8.28
	Villa	33.10
Urban Park (UP)	Central	139.25
	Langton Lake	62.72
Trail Park (TP)	Central Park North	17.47
	Cottontail	6.48
	Materion	8.51
	Willow Pond	14.88

Park Classification	Park	Acres
Conservancy Park (CONP)	Central Park - Nature Center	52.28
	Ladyslipper	17.48
	Reservoir Woods	109.42
Athletic Field (ATHP)	Concordia	4.77
	Evergreen	3.94
	Owasso Fields	4.40
Regional Facility (RF)	Roseville Skating Center	
Specialized Facility (SF)	Cedarholm Golf Course	
	Harriet Alexander Nature Center	
	Muriel Sahlin Arboretum	
	Central Park Community Gymnasium	
	Brimhall Community Gymnasium	
	Roseville Gymnastics Center	

Park Classifications

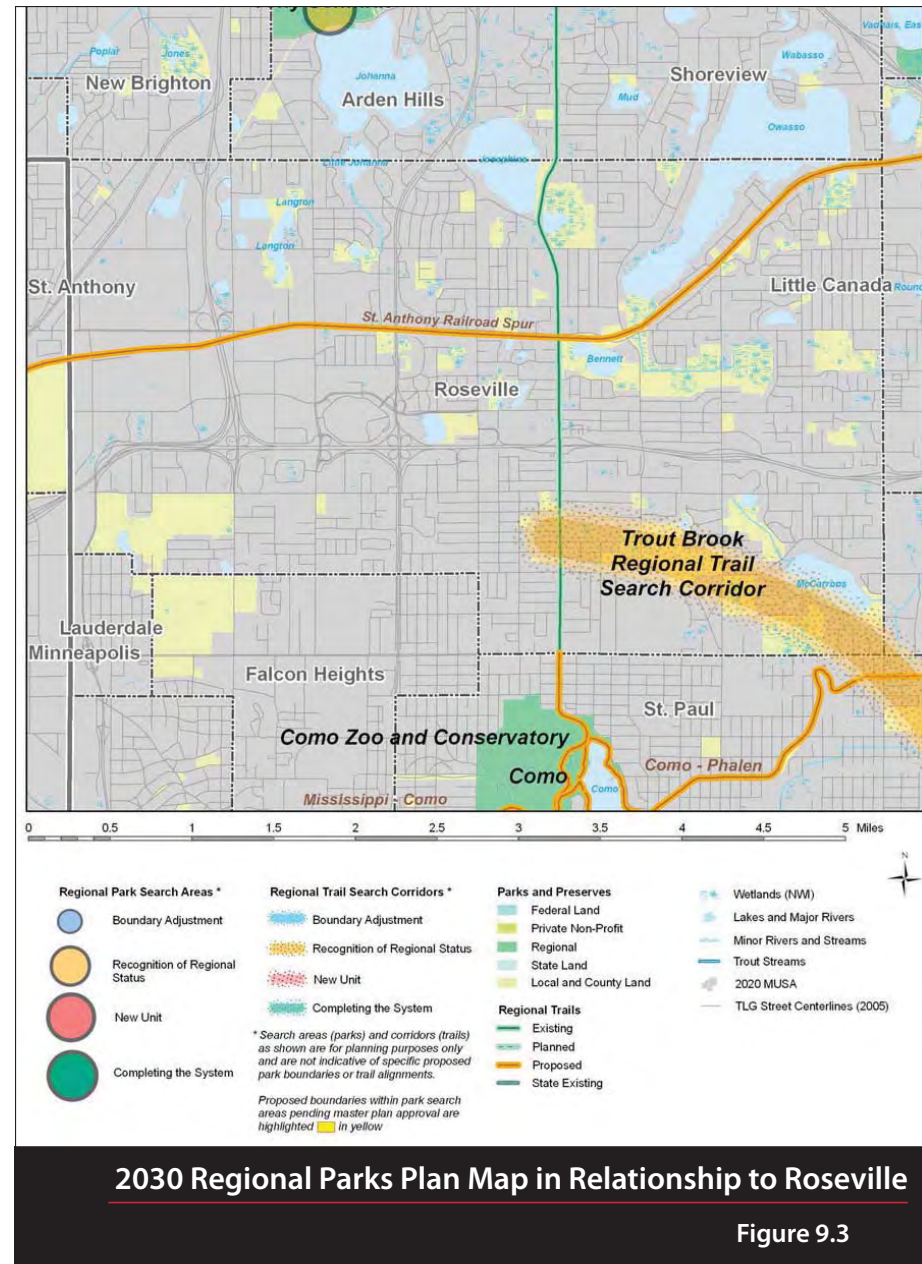
Table 9.1

Pathways

Pathways, which include footpaths, trails, sidewalks, and bike lanes, are an important part of Roseville's park system. Pathways allow people to move within a park. Pathways provide access to parks, creating connections from neighborhoods to parks, recreation facilities, and schools. Pathways provide recreation and fitness opportunities, promoting an active and healthy lifestyle for Roseville residents.

Roseville is committed to working with the Metropolitan Council, Ramsey County, adjacent cities, and other agencies to promote regional trail projects and to coordinate local trail systems. Figure 9.3, which is the 2030 Regional Parks Plan Map for Roseville, shows the three regional trails identified in Roseville's System Statement from the Metropolitan Council, including the existing Lexington Avenue Regional Trail, proposed St. Anthony Railroad Spur Regional Trail, and the Trout Brook Regional Trail Search Corridor. The existing County trail along Lexington Avenue is a newly designated regional trail. Since the St. Anthony railroad corridor currently has an active railroad operating on the tracks, trail planning for this potential regional trail corridor would not take place until there is a change in the status of the use of the tracks. At such time that the tracks become inactive for railroad use, Ramsey County would work with the City and others to create a trail master plan. Ramsey County is planning to work with the city and others to explore the potential for an extension of the existing Trout Brook Trail in St. Paul northwest to provide a connection to the newly designated Lexington Avenue Regional Trail in Roseville.

In 2008, the City established a Pathway Advisory Committee to update the City's Pathway Master Plan. This



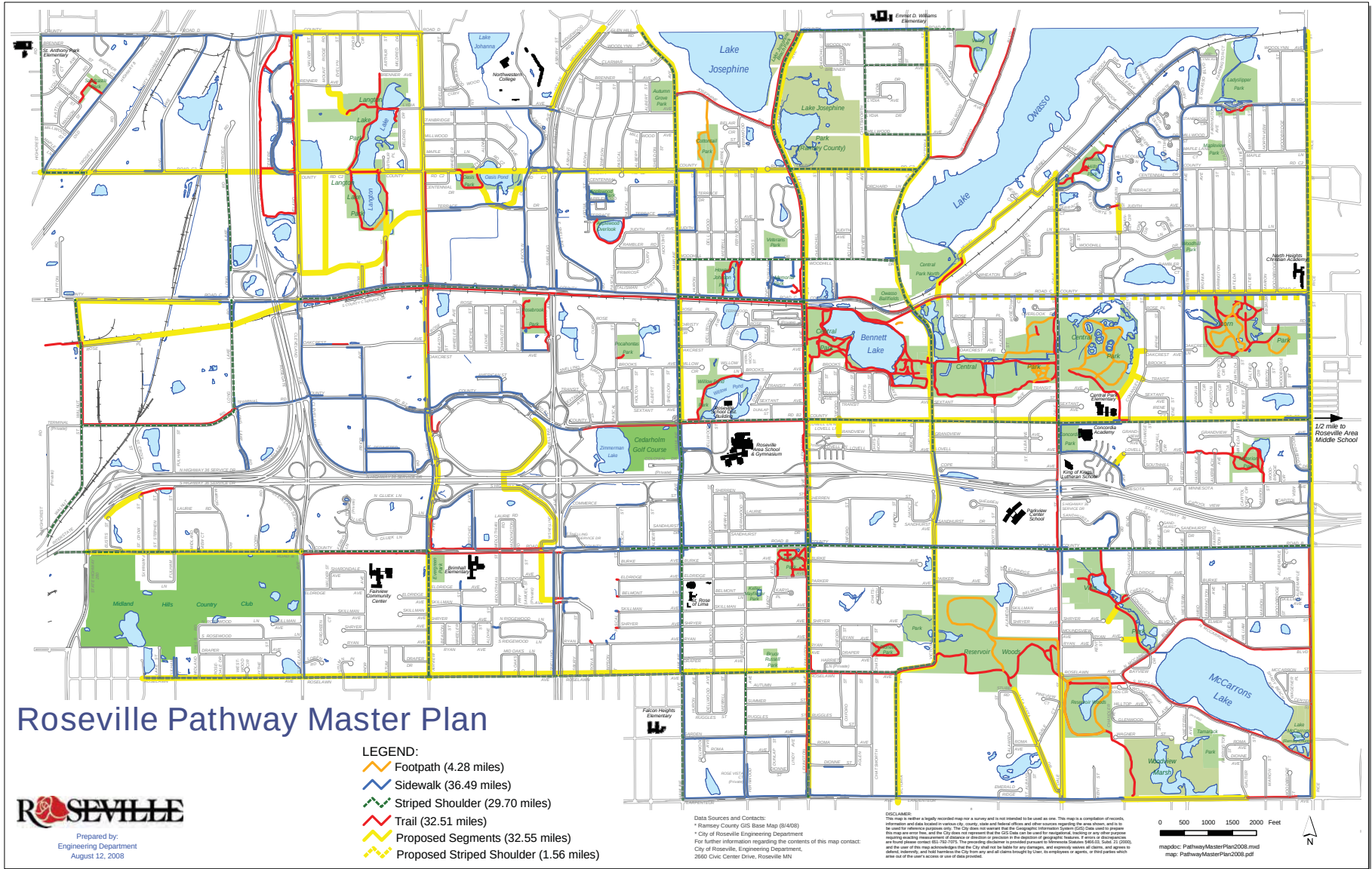


Figure 9.4

plan was first adopted by the City Council in 1997, with updates in 2001 and 2002. The purpose of the Pathway Master Plan is to provide a set of guidelines for the development of the community's pathway network. These guidelines provide policies and standards for the planning, design, construction, maintenance, promotion, and regulation of Roseville's pathway facilities.

The recommendations provided in the Pathway Master Plan focus not only on the physical facilities, but also on promoting safe pathway use through education and enforcement. The City will use the Pathway Master Plan to assist the City Council on decisions regarding pathway issues. For reference, Figure 9.4 is the Pathway Master Plan Map. This depicts the City's existing pathway system, the proposed pathway connections from the 2002 plan update, and the proposed pathway connections in the 2008 update.

Building connections and enabling people to travel without a vehicle is an objective that cannot be limited to the Parks, Open Space, and Recreation chapter. Sidewalks and trail corridors are created as land is developed. Redevelopment provides the opportunity to build pieces that are missing from the current system. The Transportation chapter (Chapter 5) is a critical tool for influencing non-vehicular movement in Roseville. Street improvements create the opportunity for related improvements to sidewalks, trails, and pedestrian crossings. Street design determines the ability to provide safe travel areas for bicycles. Coordination of all aspects of the Comprehensive Plan is essential to making Roseville a safe and convenient place to travel by foot, bicycle, and other non-vehicular means.

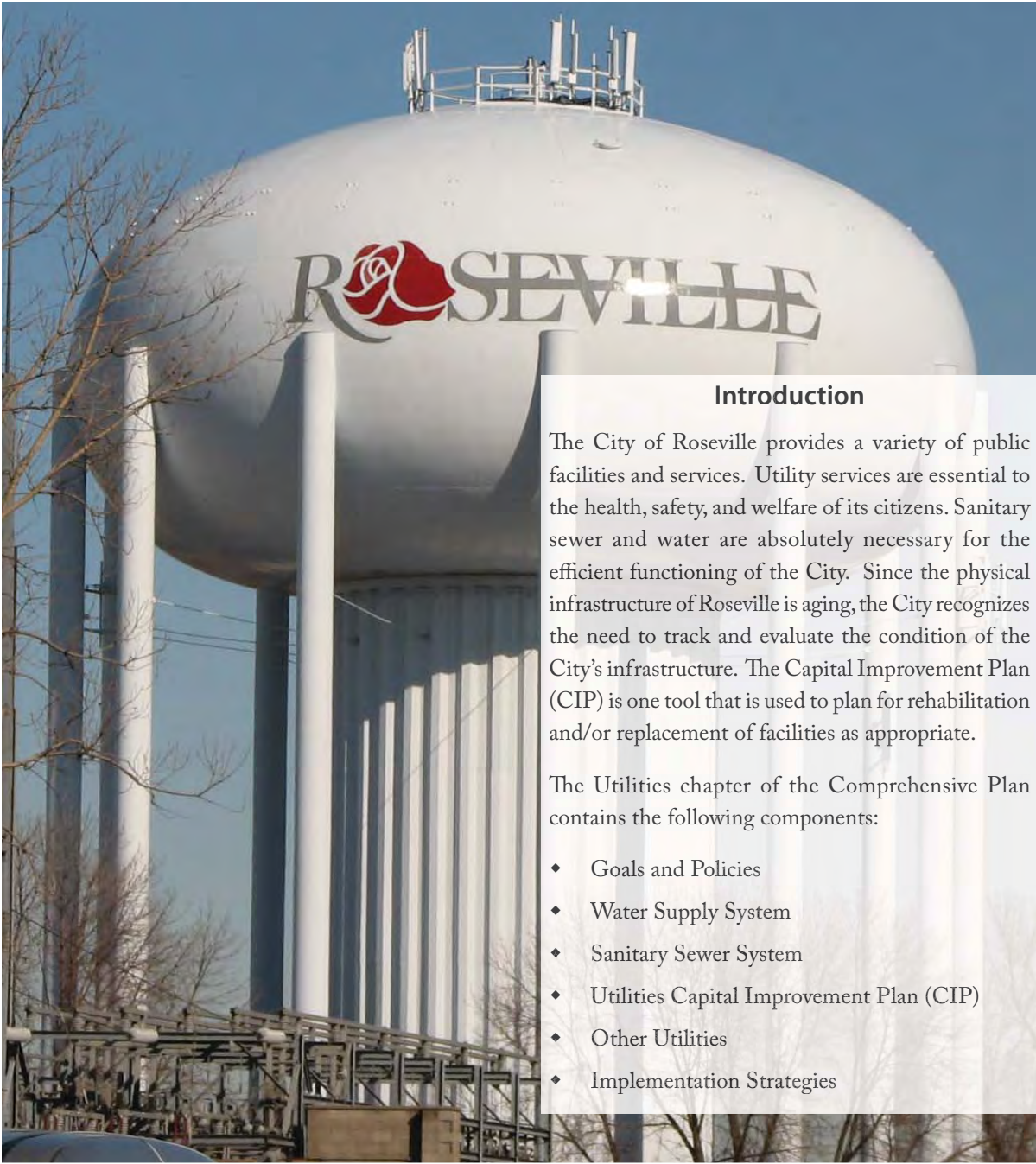
Issues and Potential Improvements

Due to the anticipated update of the City's Parks and Recreation System Plan, a general assessment of future issues related to parks, open spaces, and recreation facilities was conducted to provide general guidance for future initiatives. This assessment highlighted several issues and potential issues.

1. Some neighborhoods are currently lacking adequate parks and recreation facilities. Using the Planning Districts (in the Land Use Chapter) to also function as park service districts, Districts 1, 10, 11, 12, and 13 have been identified, through public comment, as lacking adequate park and recreation facilities.
2. Roseville has a history of exploring the community's needs, interests, and ideas for a future community center facility, including the City Center Master Plan. The IR2025 report established a specific strategy focused on the exploration of a future community center. Additional investigations are required to evaluate location options, facility components, and development feasibility.
3. A number of undeveloped open space properties still exist within the community that are owned by a single property owner. These properties could provide valuable opportunities to preserve natural open spaces and create connections within the parks and recreation system in the future.
4. The Northeast Diagonal transit corridor may provide future opportunities for enhancing the community's parks and recreation system. These enhancements could include construction of a recreational trail in the corridor to provide improved connections within the community as well

as more direct access to the nearby recreational facilities in Minneapolis, particularly the Grand Round system.

It is anticipated that these issues will be explored as part of the process of updating the Park and Recreation System Plan.



10 Utilities

Introduction

The City of Roseville provides a variety of public facilities and services. Utility services are essential to the health, safety, and welfare of its citizens. Sanitary sewer and water are absolutely necessary for the efficient functioning of the City. Since the physical infrastructure of Roseville is aging, the City recognizes the need to track and evaluate the condition of the City's infrastructure. The Capital Improvement Plan (CIP) is one tool that is used to plan for rehabilitation and/or replacement of facilities as appropriate.

The Utilities chapter of the Comprehensive Plan contains the following components:

- ◆ Goals and Policies
- ◆ Water Supply System
- ◆ Sanitary Sewer System
- ◆ Utilities Capital Improvement Plan (CIP)
- ◆ Other Utilities
- ◆ Implementation Strategies

Goals and Policies

The preservation and protection of the City's utilities is vital to the community's health and residents' quality of life. To accomplish this, the City of Roseville has identified the following goals and policies:

Goal 1: Provide efficient and high quality public facilities, services, and infrastructure.

Policy 1.1: Provide reliable and high-quality water and sanitary sewer facilities.

Policy 1.2: Work to provide efficient and cost-effective services through ongoing evaluation and intergovernmental coordination.

Policy 1.3: Maintain an up-to-date emergency preparedness plan.

Policy 1.4: Work to reduce inflow and infiltration into the City's sanitary sewer system.

Policy 1.5: Prepare long-term plans to identify, prioritize, and determine the costs to maintain and/or replace City water and sewer facilities.

Policy 1.6: Utilize the CIP and annual budgeting process for prioritizing major public expenditures.

Goal 2: Work with private utilities and other governmental entities to ensure that Roseville residents and businesses have high-quality and reliable electric, natural gas, telecommunications, and other services.

Policy 2.1: Encourage private utilities to replace outdated infrastructure and to provide new infrastructure that allows residents, businesses, and institutions to make effective use of current technologies.

Policy 2.2: Coordinate public improvement projects with private utilities to facilitate replacement or updating of existing utilities.

Policy 2.3: To improve aesthetics within the city, work with private utility providers to convert overhead utility lines to underground utility lines.

Policy 2.4: Communicate City land-use and development plans to private utilities to ensure that adequate services are available.

Policy 2.5: Monitor private utility maintenance and reliability statistics and consult with adjoining municipalities and other governmental entities regarding adequacy of services.

Goal 3: Coordinate the installation of communication technology infrastructure to be responsive to rapidly evolving systems.

Policy 3.1: Require installation of communication infrastructure in all development and redevelopment projects.

Policy 3.2: Require communication infrastructure installation on all street reconstruction projects.

Water Supply System

Roseville's Water Supply Plan provides the City and its residents with assurance of adequate safe water to meet their needs and procedures for water system emergencies. It also discusses measures the City is implementing to conserve this precious resource.

The Water Supply Plan consists of four parts:

- ♦ Part I: Water supply system description and evaluation
- ♦ Part II: Emergency response procedures
- ♦ Part III: Water Conservation Plan
- ♦ Part IV: Metropolitan Land Planning Act Requirements

The City of Roseville purchases treated, potable water from Saint Paul Regional Water Services. The current wholesale water contract is for a 20-year period and is in place until 2025. Saint Paul Regional Water Services provides the required treatment processes before the water is introduced into the water distribution system in Roseville; no further treatment is required by the City. The City distributes the water to its retail customers. Roseville also provides wholesale water via its system to the City of Arden Hills. To accomplish this, there are three interconnection points with the City of Arden Hills:

City	Size	Location
Little Canada	8"	County Road C and Rice Street
Little Canada	12"	South of Woodlynn on Rice Street
Shoreview	8"	County Road D and Lexington
New Brighton	6"	Old Highway 8 and County Road D
St. Anthony	12"	West of Patton Road on County Road C
Lauderdale	6"	Roselawn and Lake Street
St. Paul	8"	Galtier Street and Larpenteur Avenue

Community Cross Connections

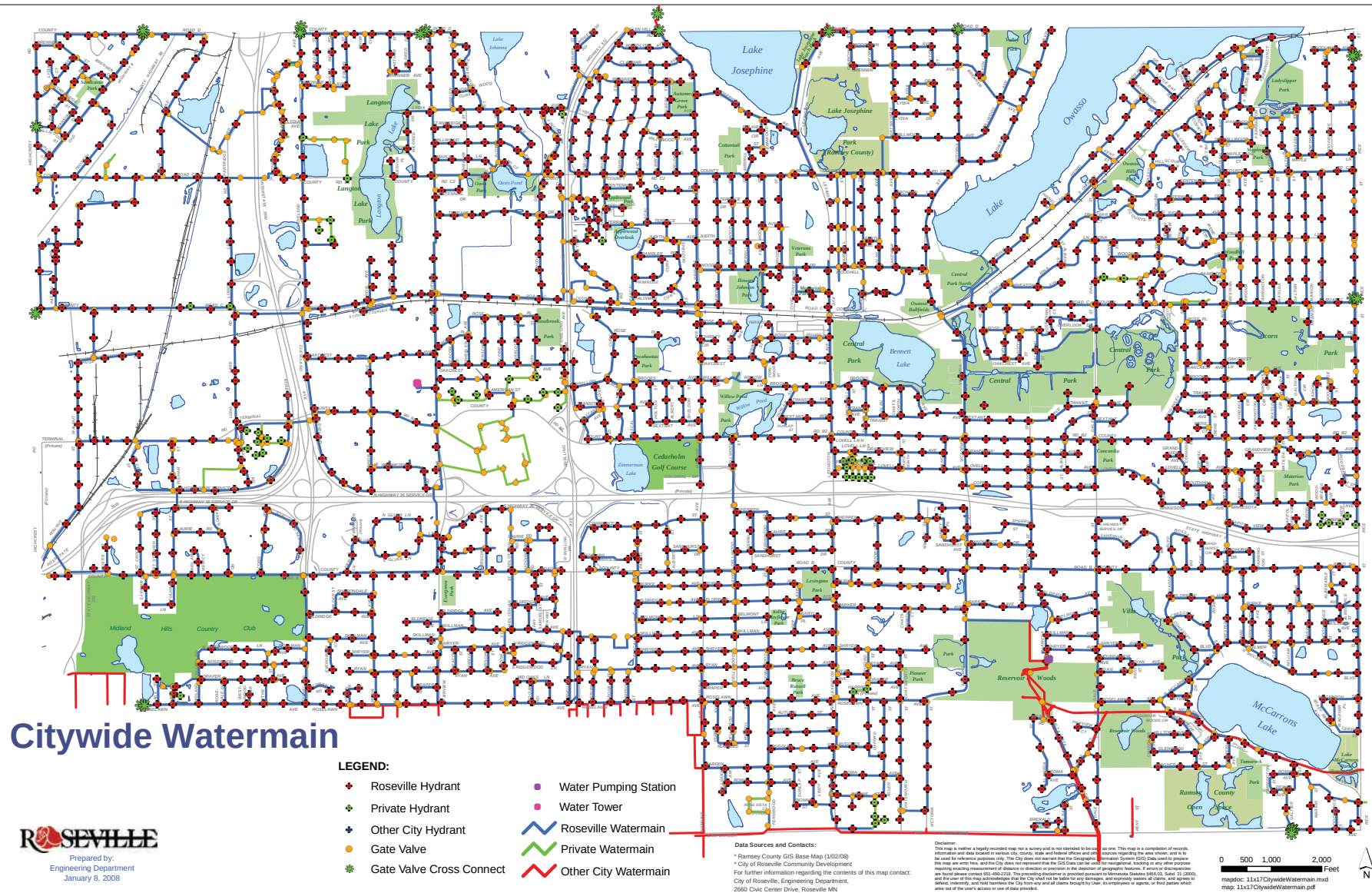
Table 10.1

1. Cleveland Avenue and County Road D
2. Fairview Avenue and County Road D
3. Glenhill Road and Hamline Avenue

Historically, the water utility has been managed to be self-supporting, with future replacement needs financed from revenue generated from the fees paid by customers. The City periodically reviews the contract with Saint Paul Regional Water Services to ensure that the City is obtaining the most cost-effective services.

The water system consists of 160 miles of mainline, one water tower, and one booster station (water pumping facility) and has seven emergency connections with adjacent communities (see Figure 10.1).

These interconnections are normally closed but can be opened to meet Roseville's emergency needs. Appropriate personnel are to be contacted before these



City Watermain

Figure 10.1

connections are opened so operational changes can be implemented in the source city, if necessary.

The interconnections with the cities of Little Canada, Lauderdale, and St. Paul are only of use in emergency situations related to the Roseville distribution system. The source water for these connections is from the City of St. Paul system and would be of little value during an emergency within the St. Paul Regional Water Services production and treatment systems.

The interconnections with Shoreview, St. Anthony, and New Brighton could be opened in a wider variety of emergencies as they produce their own water from wells within their system.

Sanitary Sewer System

The entire city of Roseville is within the Metropolitan Urban Service Area (MUSA). Therefore, sanitary sewer interceptor and treatment is provided to the City via the Metropolitan Council Environmental Services (MCES) system. Within the city, the system is under the jurisdiction of the City's sanitary sewer utility. Historically, the sanitary sewer utility has been managed to be self-supporting, with future infrastructure replacement needs financed with revenues generated from the fees paid by users.

The Roseville sanitary sewer system consists of approximately 180 miles of sanitary sewer, 3,112 manholes, and 13 lift stations. The public sanitary sewer provides service to 17,258 households and businesses. The Citywide Sanitary Sewer map (Figure 10.2) shows the locations of these facilities and direction of flow.

Residential			Non-Residential		
	Number	Percent		Number	Percent
Single Family	9,114	55.7%	Commercial	484	31.4%
*Multi-Family	205	10.0%	Institutions	69	2.9%
<i>*includes one mobile home park</i>					

Sewage Connections

Table 10.2

City	Sewer flow TO Roseville	Sewer flow FROM Roseville	Drinking Water flow TO Roseville	Drinking Water flow FROM Roseville
Arden Hills	None	48 residences (County Road D)	107 residences (County Road D)	None
Falcon Heights	None	None	None	16 residences
Maplewood	None	None	6 units	Schroeder Milk- (Rice Street)
St. Anthony	2 residences	None	None	2 residences
St. Paul	9 residences 17 unit apt bldg	None	2 Shopping Ctrs, Taco Bell (Larpenteur Ave)	None
Shoreview	None	11 units (County Road D/ Lake Owasso)	None	None
Totals	28 units	59 units	113 units	18 units 1 commercial

Source: City of Roseville Research 6/2008

Intercommunity Utility Service Connections

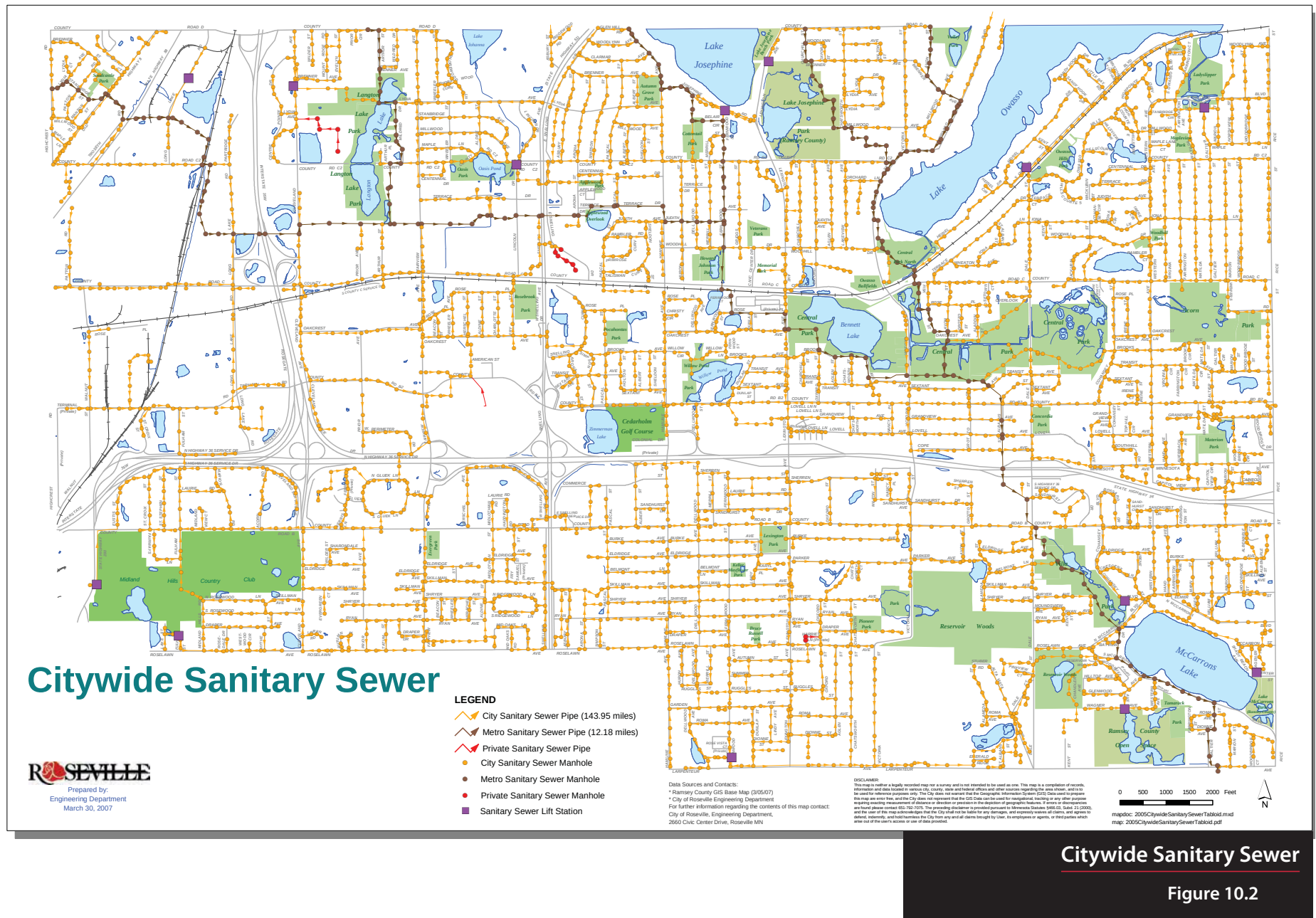
Table 10.3

Trunk sewers and the 13 lift stations collect wastewater and deliver it to the MCES interceptor sewers. The MCES interceptors serving the city of Roseville include RV-430, RV-431, RV-432, and RV-433. For interceptor locations and service areas see Figure 10.2 - Citywide Sanitary Sewer Map. All of the interceptors flow south and eastward where they connect to RV-430, which delivers the waste to the Pigs Eye Wastewater Treatment plant in St. Paul. Operated by the MCES,

this plant accepted an estimated 1.95 billion gallons of wastewater from Roseville in 2007. See Figure 10.3 for the Sanitary Sewer Service Areas map.

MCES owns and maintains the interceptor sewers. Public sanitary sewer trunk lines are in place and serve all 10,674 parcels in Roseville.

The City's sanitary sewer lines and lift stations collect sewage from individual parcels or properties and route





the sewage to the MCES sewer interceptors. The City's system design and condition is reviewed and updated continuously to ensure adequacy. The 13 sanitary sewer lift stations are electronically monitored 24 hours a day.

On-Site Sewage Treatment

On-site septic systems are regulated by City code. The code requires that existing structures with on-site septic systems shall connect to the municipal sanitary sewer system within one year of sewer service being made available. Current records indicate all existing structures in the city of Roseville are connected to the sanitary sewer system.

Intercommunity Services

The City of Roseville provides utility service to properties in adjacent communities. In summary, sewage from 59 dwelling units flows from Roseville to an adjoining community, and 26 units send sewage into the Roseville system. Neighboring communities have not requested additional sanitary sewer extensions, and the City is not aware of any potential new requests.

Future Demand Forecast

Municipal sewer service is available to all properties within the City. Redevelopment and/or reuse of existing sites is the largest challenge for the City in the future. Developers are responsible for extending trunk or lateral mains to provide for sewer connections in development or redevelopment projects.

Presently over 98% of the property within the city has been developed. The City of Roseville's 2030 household and employment forecasts are shown in Table 10.4 and Table 10.5 projects annual sewer flow and hourly demand in 2010, 2020, and 2030. Table 10.6 projects annual sewer flow by land use by year in five-year increments until 2030.

Year	2010	2020	2030
Sewered Population	36,000	37,000	38,300
Sewered Households	15,500	16,000	16,500
Sewered Employment	42,450	44,700	46,100
Average Annual Waste-water Flow (MGD)	4.47	4.5	4.54
Allowable Peak Hourly Flow (MGD)	10.73	10.8	10.9

Projected Sewer Flow

Table 10.4

	2010		2020		2030	
Interceptor	Ave. Annual Wastewater Flow (MGD)	Peak Hourly Flow (MGD) (1)	Ave. Annual Wastewater Flow (MGD)	Peak Hourly Flow (MGD) (1)	Ave. Annual Wastewater Flow (MGD)	Peak Hourly Flow (MGD) (1)
1-RV-430 (2)	5.02	12.04	5.61	12.9	6.15	14.15
1-RV-431	0.20	0.77	0.33	1.17	0.33	1.20
1-RV-432	0.22	0.83	0.22	0.84	0.22	0.84
1-RV-433A	0.10	0.41	0.10	0.41	0.10	0.41
1-RV-433	0.19	0.72	0.19	0.72	0.19	0.72

Notes:

(1) Calculated using MCES peak flow factors

(2) Projections for 1-RV-430 include flows from 1-RV-431, 432, 433A, and 433.

Projected Sewer Flow by Interceptor by Year

Table 10.5

Land Use and Sewer Flow by Year

Sewer Flow by Year

Land Use Category	Density (units/acre)		Estimated Sewer Flow (mgd)							Sewer Flow (mgd)		Estimated Sewer Flow (mgd)						
	2015	2020	2025	2030	2035	2040	2045	2050	2055	2015	2020	2025	2030	2035	2040	2045	2050	2055
Residential Land Use			3403	3403	3465	3487	3547	3619	216									
Low Density Residential	1.5	4	2973	2965	2987	2978	3002	3037	64	550	1.635	1.631	1.643	1.638	1.651	1.670	0.035	
Medium Density Residential	4	12	146	146	156	157	169	160	14	800	0.117	0.117	0.125	0.126	0.135	0.128	0.008	
High Density Residential	12	30	284	292	322	352	376	422	138	6000	1.704	1.752	1.932	2.112	2.256	2.532	0.076	
Commercial Land Use									0									
Est. Employees/Acre			1539	1540	1552	1534	1524	1566	27									
Neighborhood Business	32		40	40	37	42	35	45	5	800	0.032	0.032	0.030	0.034	0.028	0.036	0.004	
Community Business	32		216	217	214	220	230	206	-10	800	0.173	0.174	0.171	0.176	0.184	0.165	-0.008	
Regional Business	32		220	220	254	254	254	279	59	800	0.176	0.176	0.203	0.203	0.203	0.223	0.047	
Business Park	32		43	43	43	43	110	282	239	800	0.034	0.034	0.034	0.034	0.088	0.226	0.191	
Office	32		163	163	150	140	125	79	-84	800	0.130	0.130	0.120	0.112	0.100	0.063	-0.067	
Industrial	8.5		857	857	754	682	617	496	-361	500	0.429	0.429	0.377	0.341	0.309	0.248	-0.181	
Community Mixed Use	Residential is 25 - 50 of total mix 4.00 dwelling units - no max density		0	0	100	153	153	179	179	1900	0.000	0.000	0.190	0.291	0.291	0.340	0.340	
Public Land Use			3420	3420	3420	3417	3413	3334	-86									
Institutional			513	513	513	513	510	476	-37	600	0.308	0.308	0.308	0.308	0.306	0.286	-0.022	
Parks and Recreation			834	834	834	831	830	845	11	250	0.209	0.209	0.209	0.208	0.208	0.211	0.003	
Golf Course			181	181	181	181	181	157	-24	150	0.027	0.027	0.027	0.027	0.027	0.024	-0.004	
Roadway Rights of Way			1796	1796	1796	1796	1796	1770	-26	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Railroad			96	96	96	96	96	86	-10	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Water and Sewer										ta								
Wastewater																		
Wastewater			171	170	95	95	48	48	-123									
Wetlands	--	--	271	271	271	271	271	271	0									
Waters, Rivers and Streams	--	--	57	57	57	57	57	71	14									
Waters																		

* For Mixed Use categories include information regarding the estimated minimum and maximum housing density ranges and acres/percentage of residential use.

mgd = million gallons per day

Projected Sewer Flow by Land Use by Year

Table 10.6

Infiltration and Inflow (I/I)

The MCES Water Resources Management Plan includes policies for reducing inflow and infiltration (I/I). The MCES has projected significant growth in the metropolitan area by 2030. This increase, along with current levels of I/I in the system, would require significant, costly increases to expand the existing MCES treatment facilities to meet the future wastewater flows. As a result, the MCES has implemented an I/I surcharge program. Communities with excessive I/I will need to develop plans to reduce I/I. The City of Roseville has been identified as a community with I/I challenges. The MCES has imposed a surcharge on the City as a part of its I/I reduction program. Based on current readings that the MCES has taken from several monitoring points, Roseville's surcharge is estimated at \$82,538 a year for five years, beginning in 2007. The City is working to identify areas of the sanitary sewer system that are contributing to the City's I/I problem and to take the necessary measures to reduce and/or eliminate the surcharge. The following outlines the City's objectives, policies, strategies, and implementation plan to achieve reduction in I/I.

Problem: The City of Roseville is faced with an annual surcharge from the MCES due to I/I levels that exceed the MCES allowable peak flow rate for the community

Objective: The objective of the program is to identify and remove sufficient I/I to eliminate the current I/I surcharge and reduce the annual treatment cost paid to the MCES.

Approach: The approach will include an initial "big picture" review of the current situation, followed by more detailed investigations, data evaluation, rehabilitation

and then long-term follow-up. The Implementation Plan provides a basic guideline for I/I reduction efforts. It must be flexible to allow for a change in direction in response to the actual situations or defects that are identified during the course of the work. Rehabilitation is the step that actually removes sources of I/I and is considered an ongoing task.

Existing I/I Problems

In 2007, the City began to study its I/I problem in response to the MCES imposed surcharge. In 2008, the City will complete the initial study and develop and implement an I/I reduction plan, along with an analysis of costs for remediation. The following steps explain how the City identified the extent, source, and significance of I/I throughout the City's sanitary sewer system.

1. Initial review: This was completed through the compilation of MCES flow data, city maps, city investigation records, lift station data, connection data, and building type information.
2. Analysis: The data was reviewed with respect to other system information to develop a plan for additional investigation efforts. The data allowed staff to eliminate areas where monitoring demonstrated there was not an I/I issue, and focus efforts on areas with I/I peaks.
3. Collection of additional flow data: The areas with I/I peaks were outfitted with temporary flow meters to allow us to review "flow response" and the correlation to rainfall events. Lift station pumping records analysis.
4. Identification of potential source(s): Once the analysis was complete, various types of I/I within the system could be identified. The source of I/I

affects which actions the City will implement to reduce the excessive I/I.

I/I Implementation Plan

Once the potential sources of I/I are identified, the City will take the following actions to eliminate and prevent excessive I/I.

1. Additional investigation: Conduct additional investigation to pinpoint I/I sources. Methods used:
 - a. Smoke testing to reveal direct inflow sources such as low-lying manhole covers, roof drains, catch basins, and area drains
 - b. Physical survey of manholes to identify deficient adjusting rings, manhole barrel joints, or wall leakage, and pipe penetration joint leakage
 - c. Internal televising of sewer mains to view and videotape the condition of the existing underground pipe; this will identify structural pipe problems including open and leaking joints, collapsed pipes, poor-quality service connections, and broken pipes, in addition to I/I defects such as leaking joints and leaking or running service connections
 - d. Sump pump inspections to inspect individual properties for sump pumps that may be connected to the sanitary sewer; if the pump is illegally connected, the property owner must correct the situation and have the property re-inspected periodically to ensure that it remains disconnected
 - e. Foundation drain (or leaking service line) inspection of individual properties to identify directly connected foundation drains and

leaking service lines. Since this method is on private property and connections are typically underground, it is a difficult and potentially expensive task that is left as last choice in the investigation list

2. Rehabilitation of defects: Serious defects that are identified during the course of the investigation will be rehabilitated to eliminate I/I sources. Since the majority of the defects that are identified will be smaller, they will be compiled and evaluated before developing a rehabilitation project. This list of defects will be regularly reviewed and prioritized to provide the most benefit. A database of defects and projected rehabilitation methods will be maintained to prepare a priority listing of rehabilitation required to correct the problems.

Rehabilitation methods include:

- a. Catch basin disconnection: Disconnect catch basin leads from sanitary sewer and extend connection to storm sewers for clean water flows.
- b. Roof drain disconnection: Disconnect/reroute roof drains to ground, street surface, or storm sewer.
- c. Seal manholes: Raise cover to grade and seal cover or replace with non-vented cover, grout manhole barrel joints, install cast-in-place manhole liner, or replace deteriorated manhole as needed.
- d. Fix pipe defects: Test and seal joints, install cured-in-place pipe liner (CIPP), slip lining with new carrier pipe, or perform pipe bursting to replace pipe “in place.”

- e. Eliminate private property sources: Re-route sump pumps to discharge onto ground or street surfaces, provide alternative outlets for sump pump discharge water.
- f. Follow-up inspections: Conduct regular, every two to three years, random re-inspections to assure that the outside surface discharge remains intact.
- g. Foundation drain disconnection: Disconnect direct connections to the sanitary sewer and reroute the flow from the drain tile to a new sump pump installed to lift water from the foundation level and discharge it onto the ground surface away from the foundation.
- h. Repair of leaking service lines: Either replace or install slip lining to correct the leakage.

3. Annual Report: An annual report will be prepared to summarize efforts and costs during the course of the preceding year. It will include a review of flow data, comparison of changes from previous years, and MCES allowable flow rates, and recommend work for the following year.

Utility Capital Improvement Plan

The Capital Improvement Plan (CIP) has been developed to identify needs to ensure proper, continuous operation of the water and sanitary sewer utilities. The CIP was developed to support the intent of the Imagine Roseville 2025 goals to replace infrastructure when appropriate to minimize potential for failure of these systems.

Water Utility

The City’s Water Utility provides for the operation, maintenance, and replacement of water utility infrastructure. The division also ensures compliance with a host of regulatory requirements in the operation and maintenance of this system.

The Water Utility’s long-range goals include:

- ♦ Provide for uninterrupted operation of the water system to ensure the health and welfare of Roseville residents and businesses.
- ♦ Meet the regulatory goals of Minnesota Department of Health and other regulatory agencies related to the provision of safe drinking water.
- ♦ Provide excellent customer service in the utility area.
- ♦ Plan and implement a long-term infrastructure replacement plan.

To support these goals, the existing complement of vehicles and equipment will need to be replaced when they reach the end of their useful life. Infrastructure will be evaluated for appropriate rehabilitation or replacement schedules.

The city has over 100 miles of cast iron water mains that were installed in the 1960s and early ‘70s. Cast iron is prone to breakage due to minor shifts in the ground. It is recommended the City plan for the replacement or rehabilitation of all cast iron main over the next 20 to 30 years. Total cost in today’s dollars could exceed \$30 million for these mains to be replaced or lined. Technological improvements in pipe lining will help to minimize disruption to street infrastructure and keep restoration costs reasonable on these projects.

Other regulatory agencies have an impact on operational needs due to required compliance at the local level. A long-term funding plan is necessary to meet infrastructure replacement needs. The city will see minimal growth that would affect this system. Capital needs are to support replacement of existing infrastructure and support existing operational equipment.

Sanitary Sewer

The City's Sanitary Sewer Utility provides for the operation, maintenance, and replacement of sanitary sewer infrastructure. The division also ensures compliance with many regulatory requirements in the operation and maintenance of this system.

The Sanitary Sewer Utility's long-range goals include:

- ♦ Provide for uninterrupted operation of the sanitary sewer system to ensure the health and welfare of Roseville residents and businesses.
- ♦ Meet the regulatory goals of MCES and other regulatory agencies related to I/I reduction and other regulation.
- ♦ Provide excellent customer service in the utility area.
- ♦ Plan and implement a long-term infrastructure replacement plan.

To support these goals, the existing complement of vehicles and equipment must be replaced when they reach the end of their useful life. Infrastructure will be evaluated for appropriate rehabilitation or replacement schedules.

Other regulatory agencies have an impact on operational needs due to required compliance at the local level.

A long-term funding plan is necessary to meet the infrastructure replacement needs. The city will see minimal growth that would affect this system. Capital needs are to support replacement of existing infrastructure and support existing operational equipment.

Other Utilities

In addition to water, sanitary sewer, and storm sewer service, development relies upon the availability of private utilities, notably electricity, natural gas, and communications. While local governments do not control the provision of these services, they do have limited regulatory authority over the location and design of the conveyance infrastructure. The City will continue to facilitate development of these private utilities, while minimizing associated adverse impacts.

In Roseville, electricity and natural gas are provided by Xcel Energy. Comcast provides a variety of services including cable television, telecommunication, and data services. Other companies provide communication services as well.

These private utilities use the public right-of-way for distribution of their services. The City has a right-of-way ordinance that requires any private company to get a permit for work within the public right-of-way. This ensures that the City is aware of work that may inconvenience the public and that these private utilities restore the public infrastructure, minimizing the long-term costs to the City.

Although water supply and sanitary sewer are the primary focus of this chapter, private utilities (electric, natural gas and telecommunications) are essential elements of Roseville's well-being and future vitality.

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

Implementation Strategies

In order to achieve the goals and policies discussed in this section, the City of Roseville should use the following strategies:

Ordinances

As a regulatory tool, ordinances can provide standards that define areas or features that need protection or preservation. They can also introduce regulations to assist in achieving a desired end.

Conservation and Education

One of the most cost-effective and efficient ways to promote water and energy conservation is through education. The City sponsors many programs and events on a local and regional level that focus on preserving and enhancing the environment. The City should focus on working with residents, businesses, and schools to identify ways that environmental awareness can promote conservation.

Power Outages

Document power outages and work with other governmental bodies and surrounding municipalities in developing appropriate responses.

REQUEST FOR COUNCIL DISCUSSION

Date: 02/08/10

Item No.: 13.g

Department Approval

City Manager Approval



Item Description: Recreational Vehicle Regulations Discussion

BACKGROUND

Councilmember Pust requested that the City Council have a discussion regarding the storage of recreational vehicles (RVs) within the City of Roseville at a future City Council meeting. Staff has provided a memo from Don Munson, Building Codes Coordinator, regarding Roseville's RV regulations.

POLICY OBJECTIVE

Not applicable

BUDGET IMPLICATIONS

Not applicable

STAFF RECOMMENDATION

Not applicable

REQUESTED COUNCIL ACTION

The City Council should discuss setting a meeting date for further discussion regarding regulations regarding the storage of RVs in Roseville.

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

Attachments: A: Memo from Don Munson regarding RVs dated April 24, 2009



Community Development Department

Memo

To: Pat Trudgeon, Community Development Director
From: Don Munson, Building Official
Date: 04-24-2009
Re: Recreational Vehicles and Trailers – Recommended City Code Revisions

Recreational Vehicles and Trailers

Roseville's City Code is in need of revisions to those sections that address both recreational vehicles and trailers. The present city code uses wording that is outdated and it references state statute criteria that no longer exists.

Revising these city code references will be complicated because they involve many different vehicle types, many different code sections and many different types of complaints. This memo identifies some of the issues and problems staff encounter. In addressing these issues and problems, overall concepts should first be discussed with Council, then specific wording changes/recommendations could be brought back later. If our first approach to Council includes specific wording changes, they will drown in details.

The first section of this memo identifies issues; the second identifies options and recommendations. This memo also breaks down the different types of recreational vehicles and trailers into 4 categories:

- **Motorized Recreational Vehicles**
- **Towed Recreational Vehicles**
- **Commercial Trailers**
- **Small Utility Trailers**

Issues: This section identifies the types of complaints the city gets and some other issues.

- **Motorized Recreational Vehicles:**

- The City receives many complaints about motorized RV's: parking on the grass on residential lots (a violation), parking on driveways blocking views (not a violation), parking in streets creating a sight/safety hazard (not a violation).



Winnebago on the grass (a violation)



RV on driveway (not a violation)



RVs in the driveway (no violation) blocking views



- **Towed Recreational Vehicles:**

- The City receives many complaints about towed RV's: stored on the grass on residential lots (a violation), parking on driveways blocking views (a violation after three days), parking in streets creating a sight/safety hazard (not a violation).



Towed RV on the grass (a violation)



RV on driveway (a violation)

- **Commercial Trailers:**

- City gets complaints about large commercial type trailers being parked on a residential driveway (after 2 hours a violation) and on grass (a violation). Large commercial trailers are being seen on residential properties more & more often as more people work from home.



Comm. trailer on street (not a violation)



Comm. trailer on driveway (a violation)

- **Small Utility Trailers:**

- These are the small single axel, single wheel trailers typically seen in residential areas. They are allowed to be stored indefinitely in side and rear yards, and, for a maximum of three days in a front yard. They rarely generate complaints (unless they are full of junk/debris).

- **City Code:**

- Roseville's City Code refers to 'Campers and Camper Busses' (Section 407.03 Q D) which is an out-dated reference that does not apply to the recreational vehicles seen today. Today we see motorized RV's, large towed RV's and the old pop-up campers.
- Roseville's City Code refers to the state classifications of Class A & B trailers with a maximum capacity of 1,500 lbs (Section 407.01A). These do not exist anymore. The smallest state license now, is up to a capacity of 3,000 lbs.
- The definition for a 'recreational vehicle' is found in Section 1002 and for a 'vehicle' is found in 407.01. These definitions are out-dated and need to be revised and coordinated (with any new code changes).

- **Miscellaneous:**

- Very strong emotions on both sides of the RV issue. Some want to keep RV's on their property, some hate seeing them outside their window, especially all year long.
- In the summer residents keep small pop-up campers on the front driveway for over the allowed 3 days (staff only pursues these in the winter). In the winter residents keep small snowmobile trailers on the front driveway for over the allowed 3 days (staff only pursues these in the summer).
- Many side/rear yards are inaccessible and owners can't get the small allowed trailers into those areas (a violation if stored in the front yard- over three days).
- Since most RV's don't really create blight on the neighborhood, they should be minimally regulated.

Options/Recommendations:

- **Motorized Recreational Vehicles:**

- Options:
 - Treat as any other motorized vehicle.
 - Enforce the 2,000lbs maximum capacity rule restricting these to 2 hours in a residential area.
 - Allow to be parked on the grass.
- Recommendation: Treat motorized RV's as any other motor vehicle; allowed on driveways and in streets indefinitely, but not allowed to be parked on grass.
 - Complaints would continue about visibility dangers and unsightliness.
 - Some residents will pave a large portion of their front yards in order to park an RV there.

- **Towed Recreational Vehicles:**

- Options:
 - Consider RV trailers the same as motorized RV's.
 - Create specific rules for the different types of RV trailers.
 - Consider RV trailers the same as commercial trailers.
 - Adhere to the old 2,000 lb distinction (to be 3,000 lbs) – this would allow some RV trailers (larger than the small utility trailers) in side/rear yards and would generate complaints.
- Recommendation: Create specific rules:
 - Allow manufactured RV trailers to be considered as motorized RV's and treat them like any motorized vehicle (allowed on a driveway indefinitely). This would generate the fewest complaints.
 - Allow pop-up campers to be treated as typical small trailers so they can be stored in side/rear yards indefinitely.

- **Commercial Trailers:**

- Options:
 - Continue to regulate them as the city code does now (not allowed in a residential zone for over 2 hours).
 - Allow larger trailers and closed type trailers on residential lots for longer periods – this would generate many complaints.

- Recommendation:
 - Restrict trailers over 3,000 lbs (considered commercial type) to a maximum of two hours in a residential area. City Code now restricts trailers over 2,000 lbs, however, state licensing has changed and now the smallest trailer license is 3,000 lbs.
 - ✓ More and more of the large open and closed type trailers (dual wheel and dual axel types) are being seen throughout the city. These are typically used for commercial purposes and they generate complaints from neighbors.
- **Small Utility Trailers:**
 - Options:
 - Keep the present code concept of allowing small utility trailers in side/rear yards but change to match the state's 3,000 lb classification.
 - Do not allow trailers to be stored indefinitely in side or rear yards – this would generate a huge number of complaints as residents mostly want these allowed.
 - Recommendation:
 - Keep the present code concept and allow open and closed utility trailers (under 3,000 lb capacity) in side or rear yards indefinitely. Continue to restrict these trailers to a maximum of three days on a front yard driveway.
 - ✓ The code needs to be changed because it references state classifications that no longer exist. City Code now has a maximum of 1,500 lbs but state licensing has changed and increased the smallest license to 3,000 lbs.
- **Miscellaneous:**
 - City Code:
 - City code addresses trailers in Sections 1002 (definitions), 407 (definitions), 407.02 L&M, 407.03 Q. All need to be reviewed, revised and re-written.
 - Boats are also intermingled in Section 407. Needs minor changes because presently you can place a boat and trailer indefinitely on the front yard on the grass, or leave a boat (not on a trailer) on the front yard grass indefinitely.
 - Recommend limiting the current practice of allowing persons to live in an RV, whether parked on a driveway or in the street. Limit this to 7 days (when people come to visit and stay in an RV, staff receives many calls from concerned neighbors – especially when the RV is parked in the street. Also, we've had 'employees' living in RV's and vans, this scares the neighbors).

EXAMPLES OF TRAILERS GENERATING COMPLAINTS





