



City Council Agenda

Monday, October 18, 2010

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|---|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for October: Johnson, Roe, Ihlan, Pust, Klausing |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report |
| | 5. Recognitions, Donations, Communications |
| 6:15 p.m. | 6. Approve Minutes
a. Approve Minutes of October 11, 2010 Meeting |
| 6:20 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Accept Third Quarter Financial Report
c. Appoint a Youth Representative to the Human Rights Commission
d. Accept 2010 Roseville Police HEAT (Highway Enforcement of Aggressive Traffic) Grant
e. Approve Amended Agreement for Environmental Response Funds increasing the Grant from \$180,570 to \$263,570
f. Set a Public Hearing to Acknowledge the Expenditure of Tax-Exempt Funds by Presbyterian Homes |
| 6:30 p.m. | 8. Consider Items Removed from Consent |
| | 9. General Ordinances for Adoption |
| 6:35 p.m. | a. Consider an Ordinance Amending 302.12 of the Roseville City Code relating to Alcohol Service in specific areas at the Skating Center |

10. Presentations

11. Public Hearings

12. Business Items (Action Items)

- 6:45 p.m. a. Consider a Resolution Amending the 2030 Comprehensive Land Use Plan Designations and Subsequent Rezoning of approximately 16 Anomaly Parcels
- 6:55 p.m. b. Consider Changing the 2030 Comprehensive Land Use Plan Designation and Subsequent Rezoning of the unaddressed parcel west of 556 County Road C from High Density Residential to Low Density Residential
- 7:05 p.m. c. Consider Changing the 2030 Comprehensive Land Use Plan designation and Subsequent Rezoning of 3253 and 3261 Old Highway 8 from High Density Residential to Low Density Residential
- 7:50 p.m. d. Consider Request to Conduct a Resident Survey

13. Business Items – Presentations/Discussions

- 8:05 p.m. a. Asphalt Plant Discussion

14. City Manager Future Agenda Review

15. Councilmember Initiated Items for Future Meetings

16. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Oct 19	6:00 p.m.	Housing & Redevelopment Authority
Monday	Oct 25	5:30 p.m.	2010 Human Rights Forum Roseville Skating Center, 2661 Civic Center Drive
Monday	Oct 25	6:00 p.m.	City Council Meeting
Tuesday	Oct 26	6:30 p.m.	Public Works, Environment & Transportation Commission
Wednesday	Oct 27	5:30 p.m.	Additional Planning Commission Meeting
Thursday	Oct 28	5:00 p.m.	Grass Lake Water Management Organization
Tuesday	Nov 2	7:00 a.m.	Election
Wednesday	Nov 3	6:30 p.m.	Planning Commission
Monday	Nov 8	6:00 p.m.	City Council Meeting
Tuesday	Nov 9	6:30 p.m.	Human Rights Commission
Tuesday	Nov 9	6:30 p.m.	Parks and Recreation Commission Cedarholm Golf Course, 2323 Hamline Avenue
Wednesday	Nov 10	6:30 p.m.	Ethics Commission
Monday	Nov 15	6:00 p.m.	City Council Meeting

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

Date: 10/18/10

Item: 6.a

Approve 10/11/10 Minutes

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 10/18/2010

Item No.: 7 . a

Department Approval

Chris Miller

Acting City Manager Approval

Chris Miller

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	\$66,977.36
60276-60317	\$180,414.61
Total	\$247,391.97

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: n/a

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 10/13/2010 - 10:26 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/06/2010	Water Fund	Professional Services	Elecsys International Corp.		93.65
0	10/06/2010	Water Fund	Use Tax Payable	Elecsys International Corp.		-6.02
0	10/06/2010	Community Development	Transportation	Thomas Paschke		132.00
0	10/06/2010	General Fund	Conferences	William Malinen		486.80
0	10/06/2010	General Fund	Transportation	William Malinen		65.20
0	10/06/2010	General Fund	211403 - Flex Spend Day Care			188.00
0	10/06/2010	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-300227		5,432.54
0	10/06/2010	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500		80.00
0	10/06/2010	General Fund	210600 - Union Dues Deduction	MN Teamsters #320		578.24
0	10/06/2010	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association		1,266.08
0	10/06/2010	General Fund	211402 - Flex Spending Health			77.45
0	10/06/2010	General Fund	211402 - Flex Spending Health			72.77
0	10/06/2010	General Fund	211403 - Flex Spend Day Care			798.50
0	10/06/2010	License Center	Transportation	Mary Dracy		145.50
0	10/06/2010	General Fund	Liquor Licenses	Royal Orchid		425.00
0	10/06/2010	General Fund	Operating Supplies	City of St. Paul		3,041.13
0	10/06/2010	General Fund	209001 - Use Tax Payable	City of St. Paul		-195.63
0	10/06/2010	Boulevard Landscaping	Operating Supplies	Midwest Fence		217.20
0	10/06/2010	Recreation Fund	Contract Maintenance	Kone Inc		3,577.68
0	10/06/2010	Recreation Fund	Contract Maintenance	Kone Inc		1,822.44
0	10/06/2010	Recreation Fund	Memberships & Subscriptions	DMX Music, Inc.		146.63
0	10/06/2010	General Fund	Utilities	Xcel Energy		595.59
0	10/06/2010	License Center	Utilities	Xcel Energy		496.28
0	10/06/2010	Water Fund	Utilities	Xcel Energy		328.04
0	10/06/2010	General Fund	Utilities	Xcel Energy		44.50
0	10/06/2010	General Fund	Utilities	Xcel Energy		28.26
0	10/06/2010	General Fund	Utilities	Xcel Energy		15.66
0	10/06/2010	General Fund	Utilities	Xcel Energy		15.66
0	10/06/2010	General Fund	Utilities	Xcel Energy		133.75
0	10/06/2010	General Fund	Utilities	Xcel Energy		34.20
0	10/06/2010	General Fund	Utilities	Xcel Energy		37.09
0	10/06/2010	Storm Drainage	Utilities	Xcel Energy		131.73
0	10/06/2010	Solid Waste Recycle	Professional Services	Eureka Recycling		33,994.04
0	10/06/2010	Recreation Fund	Operating Supplies	Grainger Inc		37.35

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/06/2010	Pathway Maintenance Fund	Operating Supplies	Grainger Inc		58.13
0	10/06/2010	General Fund	Operating Supplies	Grainger Inc		58.13
0	10/06/2010	General Fund	Operating Supplies City Garage	Grainger Inc		-125.19
0	10/06/2010	Recreation Fund	Operating Supplies	Grainger Inc		99.65
0	10/06/2010	Recreation Fund	Operating Supplies	Grainger Inc		7.55
0	10/06/2010	Recreation Fund	Operating Supplies	Grainger Inc		37.29
0	10/06/2010	General Fund	Operating Supplies City Garage	Eagle Clan, Inc		17.53
0	10/06/2010	General Fund	Miscellaneous	Erickson, Bell, Beckman & Quinn P.A.		12,486.96
Check Total:						66,977.36
60276	10/06/2010	Recreation Fund	Professional Services	AARP		344.00
Check Total:						344.00
60277	10/06/2010	Recreation Fund	Professional Services	AARP		396.00
Check Total:						396.00
60278	10/06/2010	Recreation Fund	Operating Supplies	Scott Bradbury		160.00
Check Total:						160.00
60279	10/06/2010	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv		29.00
Check Total:						29.00
60280	10/06/2010	Recreation Fund	Building Rental	Autumn Brown		400.00
Check Total:						400.00
60281	10/06/2010	Recreation Fund	Advertising	Centennial Boys Hockey Blueline Club		125.00
Check Total:						125.00
60282	10/06/2010	General Fund	211403 - Flex Spend Day Care			125.00
Check Total:						125.00
60283	10/06/2010	General Fund	211200 - Financial Support	Discover Bank		281.16
Check Total:						281.16
60284	10/06/2010	General Fund	211200 - Financial Support	Diversified Collection Services, Inc.		210.24
Check Total:						210.24
60285	10/06/2010	Telecommunications	Printing	ECM Publishers, Inc.		400.78
60285	10/06/2010	Telecommunications	Use Tax Payable	ECM Publishers, Inc.		-25.78
Check Total:						375.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60286	10/06/2010	Recreation Fund	Contract Maintenance	Electric Motor Repair, Inc		80.28
				Check Total:		80.28
60287	10/06/2010	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.		973.60
				Check Total:		973.60
60288	10/06/2010	General Fund	Contract Maint. - City Garage	Gilbert Mechanical Contracting		250.00
60288	10/06/2010	General Fund	Contract Maint. - City Hall	Gilbert Mechanical Contracting		325.00
				Check Total:		575.00
60289	10/06/2010	Singles Program	Operating Supplies	Jean Hoffman		49.50
				Check Total:		49.50
60290	10/06/2010	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956		350.28
				Check Total:		350.28
60291	10/06/2010	General Fund	211202 - HRA Employer	ING ReliaStar		10,044.00
				Check Total:		10,044.00
60292	10/06/2010	Recreation Fund	Fee Program Revenue	Margaret Jacques		83.75
				Check Total:		83.75
60293	10/06/2010	Singles Program	Operating Supplies	Florence Klobucher		5.00
				Check Total:		5.00
60294	10/06/2010	General Fund	210600 - Union Dues Deduction	LELS		1,596.00
				Check Total:		1,596.00
60295	10/06/2010	Community Development	Advertising	Lillie Suburban Newspaper Inc		42.16
60295	10/06/2010	General Fund	Advertising	Lillie Suburban Newspaper Inc		78.68
				Check Total:		120.84
60296	10/06/2010	Recreation Fund	Professional Services	Michael Magistad		300.00
				Check Total:		300.00
60297	10/06/2010	Community Development	Training	MBPTA		80.00
				Check Total:		80.00
60298	10/06/2010	Information Technology	Contract Maintenance	McAfee, Inc.		195.00

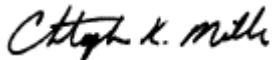
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						195.00
60299	10/06/2010	Recreation Fund	Rental	MN State Fairgrounds		1,836.00
Check Total:						1,836.00
60300	10/06/2010	General Fund	Contract Maint. - City Garage	Overhead Door Co of the Northland		1,914.15
60300	10/06/2010	General Fund	209001 - Use Tax Payable	Overhead Door Co of the Northland		-29.90
Check Total:						1,884.25
60301	10/06/2010	General Fund	Telephone	Postmaster- Cashier Window #5		185.00
Check Total:						185.00
60302	10/06/2010	General Fund	211401- HSA Employee	Premier Bank		1,786.15
60302	10/06/2010	General Fund	211405 - HSA Employer	Premier Bank		3,678.46
Check Total:						5,464.61
60303	10/06/2010	Pathway Maintenance Fund	Operating Supplies	Ramy Turf Products		80.16
60303	10/06/2010	Pathway Maintenance Fund	Operating Supplies	Ramy Turf Products		48.09
Check Total:						128.25
60304	10/06/2010	Singles Program	Operating Supplies	Ron Rieschl		20.00
Check Total:						20.00
60305	10/06/2010	General Fund	Employer Pension	Roseville Firefighter's Relief		148,002.00
Check Total:						148,002.00
60306	10/06/2010	General Fund	Miscellaneous	SRF Consulting Group, Inc.		692.13
Check Total:						692.13
60307	10/06/2010	Charitable Gambling	Gambling Licenses	State of MN Gambling Control Board		50.00
Check Total:						50.00
60308	10/06/2010	General Fund	211200 - Financial Support	Steward, Zlimen & Jungers, LTD		68.90
Check Total:						68.90
60309	10/06/2010	Recreation Fund	Operating Supplies	Scott Thompson		160.00
Check Total:						160.00
60310	10/06/2010	Pathway Maintenance Fund	Operating Supplies	Tri State Bobcat		350.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						350.63
60311	10/06/2010	Sanitary Sewer	Other Improvements	Underground Piercing, Inc.		1,291.00
60311	10/06/2010	Water Fund	Other Improvements	Underground Piercing, Inc.		1,291.00
60311	10/06/2010	Storm Drainage	Other Improvements	Underground Piercing, Inc.		1,293.00
Check Total:						3,875.00
60312	10/06/2010	Pathway Maintenance Fund	Operating Supplies	United Rentals Northwest, Inc.		240.54
Check Total:						240.54
60313	10/06/2010	General Fund	Vehicle Supplies	Waconia Farm Supply		106.55
60313	10/06/2010	General Fund	209001 - Use Tax Payable	Waconia Farm Supply		-6.85
Check Total:						99.70
60314	10/06/2010	Recreation Fund	Fee Program Revenue	Christine Walker		62.50
Check Total:						62.50
60315	10/06/2010	Recreation Fund	Operating Supplies	Gerald Welch		160.00
Check Total:						160.00
60316	10/06/2010	Singles Program	Operating Supplies	Martha Weller		58.61
Check Total:						58.61
60317	10/06/2010	General Fund	Vehicle Supplies	Zep Manufacturing Co		177.84
Check Total:						177.84
Report Total:						247,391.97

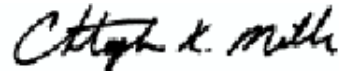
REQUEST FOR COUNCIL ACTION

Date: 10/18/10
Item No.: 7 . b

Department Approval



Acting City Manager Approval



Item Description: 2010 3rd Quarter Financial Report

BACKGROUND

In an effort to keep the Council informed on the City's fiscal condition, a comparison of the 2010 revenues and expenditures for the period ending September 30, 2010 (unaudited) is shown below. This comparison is presented in accordance with the City's Operating Budget Policy, which reads (in part) as follows:

The Finance Department will prepare regular reports comparing actual expenditures to budgeted amounts as part of the budgetary control system. These reports shall be distributed to the City Council on a periodic basis.

The comparison shown below includes those programs and services that constitute the City's core functions and for which changes in financial trends can have a near-term impact on the ability to maintain current service levels. Programs such as debt service and tax increment financing which are governed by pre-existing obligations and restricted revenues are not shown. In addition, expenditures in the City's vehicle and equipment replacement programs are not shown as these expenditures are specifically tied to pre-established sinking funds. Unlike some of the City's operating budgets, these sinking funds are not susceptible to year-to-year fluctuations. In these instances, annual reviews are considered sufficient.

The information is presented strictly on a cash basis which measures only the actual revenues that have been deposited and the actual expenditures that have been paid. This is in contrast with the City's audited year-end financial report which attempts to measure revenues earned but not collected, as well as costs incurred but not yet paid.

It should be noted that many of the City's revenue streams such as property taxes, are non-recurring or are received intermittently throughout the year. This can result in wide revenue fluctuations from month to month. In addition, some of the City's expenditures such as capital replacements are also non-recurring and subject to wide fluctuations. To accommodate these differences, a comparison is made to historical results to identify whether any new trends exist.

Citywide Financial Summary

The following table depicts the 2010 revenues and expenditures for the fiscal period ending September 30, 2010 for the City's core programs and services (unaudited).

	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Norm.</u>	<u>Diff.</u>
Revenues					
General property taxes	\$ 11,398,295	\$ 7,496,582	65.8%	50.4%	15.4%
Intergovernmental revenue	884,000	323,990	36.7%	34.7%	1.9%
Licenses & permits	1,442,400	661,262	45.8%	64.8%	-19.0%
Charges for services	15,302,050	8,885,576	58.1%	58.9%	-0.8%
Fines and forfeits	288,770	143,989	49.9%	58.2%	-8.4%
Cable franchise fees	326,650	187,217	57.3%	59.3%	-2.0%
Rentals / Lease	287,465	319,820	111.3%	65.3%	45.9%
Donations	-	2,906	0.0%	38.0%	-38.0%
Interest earnings	382,795	-	0.0%	0.0%	n/a
Miscellaneous	339,500	316,484	93.2%	65.7%	27.5%
Total Revenues	\$ 30,651,925	\$ 18,337,826	59.8%	54.5%	5.3%
	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Norm.</u>	<u>Diff.</u>
Expenditures					
General government	\$ 1,726,895	\$ 1,152,355	66.7%	70.7%	-4.0%
Public safety	7,948,425	5,268,196	66.3%	70.5%	-4.2%
Public works	2,619,585	1,835,309	70.1%	73.7%	-3.6%
Information technology	1,000,700	776,598	77.6%	75.6%	2.0%
Communications	327,650	237,021	72.3%	79.7%	-7.3%
Recreation	3,689,500	2,552,940	69.2%	70.4%	-1.2%
Community development	1,260,295	1,094,484	86.8%	69.6%	17.2%
License Center	1,085,375	686,813	63.3%	65.0%	-1.7%
Sanitary Sewer	4,417,300	2,338,056	52.9%	65.4%	-12.5%
Water	5,993,150	3,703,093	61.8%	60.3%	1.5%
Storm Drainage	1,510,875	649,823	43.0%	47.1%	-4.1%
Golf Course	383,300	224,130	58.5%	67.8%	-9.4%
Recycling	499,000	355,658	71.3%	90.2%	-18.9%
Total Expenditures	\$ 32,462,050	\$ 20,874,476	64.3%	67.4%	-3.1%

Table Comments:

- ❖ '% Actual' column depicts the percentage spent compared to the budget
- ❖ '% Norm' column depicts the percentage of expenditures we normally incur during this period as measured over the previous 3 years
- ❖ 'Diff' column depicts the difference between the percentage actually spent and the percentage we typically incur. A percentage difference of 10% or more in this column would be considered significant

Revenue and Expenditure Comments

Overall, revenues and expenditures were near expected levels. Greater detail can be found in the individual Fund summaries below.

General Fund Summary

The following table depicts the 2010 financial activity for the General Fund for the fiscal period ending September 30, 2010 (unaudited).

	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Expect.</u>	<u>Diff.</u>
Revenues					
General property taxes	\$ 9,569,735	\$ 6,586,245	68.8%	50.6%	18.2%
Intergovernmental revenue	884,000	323,990	36.7%	34.7%	1.9%
Licenses & permits	267,400	74,021	27.7%	29.5%	-1.9%
Charges for services	930,000	770,508	82.9%	74.8%	8.1%
Fines and forfeits	288,770	143,645	49.7%	58.2%	-8.4%
Donations	-	-	0.0%	0.0%	n/a
Interest earnings	200,000	-	0.0%	0.0%	n/a
Miscellaneous	155,000	187,701	121.1%	70.7%	50.4%
Total Revenues	\$ 12,294,905	\$ 8,086,111	65.8%	50.2%	15.5%
Expenditures					
General government	\$ 1,726,895	\$ 1,152,355	66.7%	70.7%	-4.0%
Public safety	7,948,425	5,268,196	66.3%	70.5%	-4.2%
Public works	2,619,585	1,835,309	70.1%	73.7%	-3.6%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 12,294,905	\$ 8,255,860	67.1%	71.2%	-4.1%

Comments:

General Fund expenditures were near expected levels. Revenues were near expected levels except for property tax collections which were higher due to the \$1.1 million one-time capture of the City's share of excess TIF funds from the closed Centre Pointe TIF District.

The primary concerns for the General Funds' financial condition include the potential for declining interest earnings due to the continued economic downturn, and the increasing reliance on property taxes to fund operations. The City should also be concerned about the General Fund's overall reserve level which has dropped to 31% of the annual operating budget. This is well below the 50% amount prescribed by Council-adopted policies and industry-recommended standards.

Information Technology Fund Summary

The following table depicts the 2010 financial activity for the Information Technology Fund for the fiscal period ending September 30, 2010 (unaudited).

	<u>2010 Budget</u>	<u>2010 Actual</u>	<u>% Actual</u>	<u>% Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 669,145	\$ 469,863	70.2%	67.3%	2.9%
General property taxes	50,000	24,892	49.8%	0.0%	49.8%
Rentals / Lease	287,465	274,826	95.6%	59.2%	36.4%
Miscellaneous	75,000	1,500	2.0%	50.9%	-48.9%
Total Revenues	\$ 1,081,610	\$ 771,082	71.3%	60.4%	10.9%
Expenditures					
Information technology	1,000,700	776,598	77.6%	75.6%	2.0%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 1,000,700	\$ 776,598	77.6%	75.6%	2.0%

Comments:

Information Technology revenues and expenditures were near expected levels.

The Information Technology Fund is expected to continue to face challenges in meeting unmet citywide needs. Current funding sources are insufficient to replace city equipment at the end of their useful lives. In addition, the Fund has no cash reserves rendering it unable to provide for any new initiatives. A computer replacement charge to other funds may be recommended with the 2011 Budget to improve the Fund's financial stability.

Communications Fund Summary

The following table depicts the 2010 financial activity for the Communications Fund for the fiscal period ending September 30, 2010 (unaudited).

	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Expect.</u>	<u>Diff.</u>
Revenues					
Cable franchise fees	\$ 326,650	\$ 187,217	57.3%	59.3%	-2.0%
Interest earnings	1,000	-	0.0%	0.0%	0.0%
Miscellaneous	-	-	n/a	n/a	n/a
Total Revenues	\$ 327,650	\$ 187,217	57.1%	58.9%	-1.8%
Expenditures					
Communications	\$ 327,650	\$ 237,021	72.3%	79.7%	-7.3%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 327,650	\$ 237,021	72.3%	79.7%	-7.3%

Comments:

Communications Fund revenues and expenditures were near expected levels.

The Communications Fund is currently in excellent financial condition with a cash reserve of \$276,000 or 92% of the annual operating budget. However, the uncertainty of future cable franchise fees, such as the abolishment of local franchising authority, may warrant the development of a contingency plan in the event this revenue stream ceases.

Recreation Fund Summary

The following table depicts the 2010 financial activity for the Recreation Fund for the fiscal period ending September 30, 2010 (unaudited).

	<u>2010 Budget</u>	<u>2010 Actual</u>	<u>% Actual</u>	<u>% Expect.</u>	<u>Diff.</u>
Revenues					
General property taxes	\$ 1,828,560	\$ 910,336	49.8%	49.7%	0.1%
Charges for services	1,854,440	1,195,245	64.5%	68.4%	-4.0%
Rentals / Lease	-	44,994	n/a	95.8%	n/a
Donations	-	2,906	n/a	23.2%	n/a
Interest earnings	6,500	-	0.0%	0.0%	0.0%
Miscellaneous	-	47,697	n/a	75.1%	n/a
Total Revenues	\$ 3,689,500	\$ 2,201,178	59.7%	58.1%	1.6%
Expenditures					
Recreation	3,689,500	2,552,940	69.2%	70.4%	-1.2%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 3,689,500	\$ 2,552,940	69.2%	70.4%	-1.2%

Comments:

Recreation Fund revenues and expenditures are near expected levels.

The Recreation Fund is currently in fair financial condition with a cash reserve of \$449,000 or 12% of the annual operating budget. The Council-adopted policy recommends a reserve level of 25%. Additional reserves will be needed to ensure program stability. Absent the elimination of some non-fee programs, additional property taxes remain the most viable option for improving the overall condition.

Community Development Fund Summary

The following table depicts the 2010 financial activity for the Community Development Fund for the fiscal period ending September 30, 2010 (unaudited).

	<u>2010 Budget</u>	<u>2010 Actual</u>	<u>% Actual</u>	<u>% Expect.</u>	<u>Diff.</u>
Revenues					
Licenses & permits	\$ 1,175,000	\$ 587,241	50.0%	75.0%	-25.0%
Charges for services	-	322,032	0.0%	0.0%	n/a
Fines and forfeits	-	343	0.0%	0.0%	n/a
Interest earnings	15,295	-	0.0%	0.0%	0.0%
Miscellaneous	70,000	16,365	23.4%	31.9%	-8.6%
Total Revenues	\$ 1,260,295	\$ 925,982	73.5%	73.3%	0.2%
Expenditures					
Community development	1,260,295	1,094,484	86.8%	69.6%	17.2%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 1,260,295	\$ 1,094,484	86.8%	69.6%	17.2%

Comments:

Community Development Fund revenues are near expected levels, but lower than 2009 or 2008. Expenditures were higher than normal due to the expenditure related to a \$124,000 grant from the Met Council.

The Community Development Fund is currently in poor financial condition with a cash reserve of 101,000 or 8% of the annual operating budget.

License Center Fund Summary

The following table depicts the 2010 financial activity for the License Center Fund for the fiscal period ending September 30, 2010 (unaudited).

	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 1,085,375	\$ 690,370	63.6%	64.9%	-1.2%
Miscellaneous	-	-	n/a	n/a	n/a
Total Revenues	\$ 1,085,375	\$ 690,370	63.6%	64.9%	-1.2%
Expenditures					
License Center operations	1,085,375	686,813	63.3%	65.0%	-1.7%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 1,085,375	\$ 686,813	63.3%	65.0%	-1.7%

Comments:

License Center Fund revenues and expenditures are near expected levels.

The License Center Fund is currently in good financial condition with a cash reserve of \$335,000 or 34% of the annual operating budget. However the City needs to stay cognizant of increased competition from other area licensing centers, as well as new federal or state mandates that could result in higher operating costs. A sustained economic downturn also poses a risk.

Sanitary Sewer Fund Summary

The following table depicts the 2010 financial activity for the Sanitary Sewer Fund for the fiscal period ending September 30, 2010 (unaudited).

	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 3,694,675	\$ 1,735,567	47.0%	51.3%	-4.4%
Interest earnings	100,000	-	0.0%	0.0%	0.0%
Miscellaneous	-	-	n/a	n/a	n/a
Total Revenues	\$ 3,794,675	\$ 1,735,567	45.7%	51.0%	-5.3%
Expenditures					
Sanitary Sewer operations	4,417,300	2,338,056	52.9%	65.4%	-12.5%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 4,417,300	\$ 2,338,056	52.9%	65.4%	-12.5%

Comments:

Sanitary Sewer Fund revenues are near expected levels. Expenditures were lower than expected due to a one-time State reimbursement applied to a joint State-City project with the City of Lauderdale

The Sanitary Sewer Fund is currently in excellent financial condition with a cash reserve of \$2.5 million or 71% of the annual operating budget. An internal loan has been made to the Water Fund to cover that fund's prior-period operating losses.

Water Fund Summary

The following table depicts the 2010 financial activity for the Water Fund for the fiscal period ending September 30, 2010 (unaudited).

	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 5,517,080	\$ 2,720,860	49.3%	54.5%	-5.2%
Interest earnings	2,000	-	0.0%	0.0%	0.0%
Miscellaneous	2,000	3,715	185.7%	162.0%	23.8%
Total Revenues	\$ 5,521,080	\$ 2,724,575	49.3%	54.5%	-5.2%
Expenditures					
Water operations	5,993,150	3,703,093	61.8%	60.3%	1.5%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 5,993,150	\$ 3,703,093	61.8%	60.3%	1.5%

Comments:

Water Fund revenues and expenditures are near expected levels.

The Water Fund is currently in poor financial condition with no cash reserves. Although a positive operating surplus was realized in 2007 and 2008, an internal loan has been made from the Sanitary Sewer Fund to the Water Fund to cover prior period operating losses. Future rate increases will be needed to repay the internal loan and to offset projected increases in operational and capital replacement costs.

Storm Sewer Fund Summary

The following table depicts the 2010 financial activity for the Storm Sewer Fund for the fiscal period ending September 30, 2010 (unaudited).

	<u>2010 Budget</u>	<u>2010 Actual</u>	<u>% Actual</u>	<u>% Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 792,535	\$ 469,088	59.2%	52.3%	6.9%
Interest earnings	50,000	-	0.0%	0.0%	0.0%
Miscellaneous	35,000	3,430	9.8%	186.1%	-176.3%
Total Revenues	\$ 877,535	\$ 472,518	53.8%	49.2%	4.6%
Expenditures					
Storm Drainage operations	1,510,875	649,823	43.0%	47.1%	-4.1%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 1,510,875	\$ 649,823	43.0%	47.1%	-4.1%

Comments:

Storm Sewer Fund revenues and expenditures are near expected levels.

The Storm Sewer Fund is currently in excellent financial condition with a cash reserve of \$2.4 million. This reserve level is expected to decline over the next 10 years due to planned capital improvements. Future rate increases will partially offset the draw down of reserves.

Golf Course Fund Summary

The following table depicts the 2010 financial activity for the Golf Course Fund for the fiscal period ending September 30, 2010 (unaudited).

	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Expect.</u>	<u>Diff.</u>
Revenues					
Charges for services	\$ 372,800	\$ 280,319	75.2%	81.0%	-5.8%
Interest earnings	8,000	-	0.0%	0.0%	0.0%
Miscellaneous	2,500	6,824	272.9%	50.6%	222.4%
Total Revenues	\$ 383,300	\$ 287,142	74.9%	78.3%	-3.4%
Expenditures					
Golf Course operations	383,300	224,130	58.5%	67.8%	-9.4%
Other	-	-	n/a	n/a	n/a
Total Expenditures	\$ 383,300	\$ 224,130	58.5%	67.8%	-9.4%

Comments:

Golf Course Fund revenues were near expected levels, whereas expenditures were lower than expected. Expenditures however were comparable to the previous year. Revenues and expenditures can fluctuate greatly from year to year depending on the length of the golfing season and overall weather.

The Golf Course Fund is currently in good financial condition with a cash reserve of \$394,000 or 114% of the annual operating budget. However it does not have sufficient funds to replace the clubhouse and maintenance facilities at the end of their useful life. Future green fee increases will be needed to offset projected increases in operational and capital replacement costs.

Recycling Fund Summary

The following table depicts the 2010 financial activity for the Recycling Fund for the fiscal period ending September 30, 2010 (unaudited).

	2010 <u>Budget</u>	2010 <u>Actual</u>	% <u>Actual</u>	% <u>Expect.</u>	<u>Diff.</u>
Revenues					
Intergovernmental revenue	\$ 65,000	\$ 69,775	107.3%	88.9%	18.5%
Charges for services	386,000	231,724	60.0%	95.6%	-35.6%
Miscellaneous	-	49,253	n/a	n/a	n/a
Total Revenues	\$ 451,000	\$ 350,752	77.8%	80.3%	-2.5%
Expenditures					
Recycling operations	499,000	355,658	71.3%	90.2%	-18.9%
Total Expenditures	\$ 499,000	\$ 355,658	71.3%	90.2%	-18.9%

Comments:

Recycling Fund revenues and expenditures were near expected levels. Expenditures are lower than expected compared to prior years, but comparable to the previous year. So far this year, the City has received \$49,000 in revenue sharing. The budgeted amount was \$50,000.

The Recycling Fund is currently in poor financial condition, with only \$20,000 in cash reserves. A significant rate increase was made in 2010 to replenish reserves that had been spent to offset the unexpected loss of revenue sharing monies.

Final Comments

The City's overall financial condition remains strong; however a couple of concerns should be noted. First, a sustained economic downturn will result in lower investment earnings and lower licenses and permit revenues. In addition, the City's cash reserve levels in key operating units and asset replacement funds are below recommended levels and should be addressed with future budgets.

POLICY OBJECTIVE

The information presented above satisfies the reporting requirements in the City's Operating Budget Policy.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

No formal Council action is requested. The financial report is presented for informational purposes only.

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

REQUEST FOR COUNCIL ACTION

Date: 10/18/10

Item No.: 7.c

Department Approval

Acting City Manager Approval

Christopher L. Miller

Item Description: Youth Representative on Human Rights Commission

BACKGROUND

Over the years, the City Council has appointed a non-voting youth representative to serve a one-year term on the Human Rights Commission. The youth representative position has been vacant for several years.

The Human Rights Commission recently contacted the area schools, asking principals and teachers to help spread the word to interested students. The Commission received one application from Seth Josephson.

The Human Rights Visions of Success subcommittee reviewed the application and at the October meeting the full commission recommended sending his name to the Council for appointment to the Commission for a term that expires on July 31, 2010.

FINANCIAL IMPACTS

None

STAFF RECOMMENDATION

Appoint Seth Josephson to serve as a youth representative on the Human Rights Commission until July 31, 2011.

REQUESTED COUNCIL ACTION

Appoint Seth Josephson to serve as a youth representative on the Human Rights Commission until July 31, 2011.

Prepared by: Carolyn Curti, Communications Specialist

Attachments: A: Seth Josephson's application

Commission Application.txt
Subject: FW: Online Form Submittal: Commission Application

Please check commission applying for~| Human Rights Commission

This application is for:~| Student Term

If this is a student application, please list your grade~| 12

Name:~| Seth Josephson

How many years have you lived in Roseville?~| 12 years

Work Experience (especially as it relates to the Commission/Board for which you are applying)~| I do not have any formal work experience except for a few lawn mowing jobs and random yard working tasks which I have been paid for.

Education:~| Currently working on GED and possibly plan on getting an MBA and BFA in either graphic design or performing arts.

Civic and Volunteer Activities (Past and Present):~| Over 100 hours at Lyngblomsten Care center volunteering for transportation, the teen leadership board, as a gift shop clerk, and pretty much any other job that needs to be done. I have also volunteered at feed my starving children, gone on multiple mission trips, and helped dig, level, and pour a sidewalk at a church in White Bear Lake.

Please state your reasons for wanting to serve on the Commission/Board:~| I know that it is hard to motivate young people without a young voice also pushing ahead and leading. This is an opportunity to provide options for both youth and young adults to get involved in their community aid those in need.

What is your view of the role of this Commission/ Board?~| To bridge the gap between the adults and the youth. If there is a young voice in the commission, it will be much easier to appeal to the youth of Roseville and create interest in human rights.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.~| I am currently in Nation Honors Society, Peer Ministry (a faith leadership group), Amnesty International, and Theater at Hill-Murray High School. But, I seek to broaden my horizons and go beyond my high school so that I may be greater involved in my community.

Commission Application.txt

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

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

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

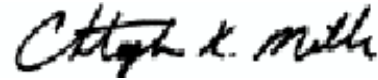
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10/18/2010

Item No.: 7 . d

Department Approval

Acting City Manager Approval



Item Description:	2010 ROSEVILLE POLICE HEAT SPEED ENFORCEMENT GRANT
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BACKGROUND

The Roseville Police Department, the Ramsey County Sheriff Department, the Maplewood Police Department, and the St Anthony Police Department and the Minnesota State Patrol have been approached by the Minnesota Department of Public Safety to participate in coordinated saturations of speed control enforcement on Larpenteur Avenue as part of the Highway Enforcement of Aggressive Traffic (HEAT) program. It's estimated that the City of Roseville's portion of grant funds will be approximately \$7,250 from October 1, 2010 through September 30, 2011.

Roseville's Sergeant Rick Wahtera will be coordinating the grant activities for Roseville. Rick has extensive experience in coordinating efforts for Safe & Sober, Operation NiteCap, commercial vehicle inspections, and has also administered previous HEAT grants on I-35W.

The funds awarded to the Roseville Police Department will cover officer overtime to enforce traffic safety.

POLICY OBJECTIVE

Upon approval from the Council to accept the City's portion of the grant funds, Sergeant Wahtera will coordinate scheduling and tracking for the Roseville Police Department to participate in all scheduled enforcement periods.

FINANCIAL IMPACTS

None; there is no city match requirement for this funding.

STAFF RECOMMENDATION

The police department is recommending that it be allowed to accept grant funds to effectively participate in the 2010 HEAT program by the allowing the Mayor's signature to be affixed to three copies of the Agreement (copy attached to RCA for reference) as set forth by the State of Minnesota Department of Public Safety. This Agreement has been reviewed by the City's Attorney.

REQUESTED COUNCIL ACTION

The police department is requesting that the Council motion to allow acceptance of the grant funds to effectively participate in the 2010 HEAT program by the allowing the Mayor's signature to be affixed to three copies of the Agreement (copy attached to RCA for reference) as set forth by the State of Minnesota Department of Public Safety.

Prepared by: Sgt. Rick Wahtera

Attachments: A: State of Minnesota Grant Agreement (HEAT Saturation)

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, State Patrol Division, 444 Cedar Street Suite 130, St. Paul, MN 55101-5130 ("State") and the City of Roseville, Police Department, 2660 Civic Center Drive, Roseville, MN 55113 ("Grantee").

Recitals

- 1 Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract.
- 2 Federal funds for this grant contract are provided from U.S. Department of Transportation's State and Community Highway Safety Program, Catalog of Federal Domestic Assistance (CFDA) Number 20.609.
- 3 The State is in need of coordinated saturations as part of the Highway Enforcement of Aggressive Traffic (HEAT) speed control enforcement.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** October 1, 2010, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.
- 1.2 **Expiration date:** September 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Perform the duties and tasks specified in the Highway Enforcement of Aggressive Traffic (HEAT) Grantee's Duties, Exhibit A, which is attached and incorporated into this grant contract.

Grantee will comply with the Single Audit Act Amendments of 1996 and Office of Management and Budget Circular A-133. Federal Audit Requirements is attached and incorporated and made part of this grant contract. See Exhibit B.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

- (1) **Compensation.** The Grantee will be reimbursed an amount not to exceed \$7,250.00 for officer overtime rates, including fringe benefits, incurred in providing services pursuant to Clause 2 of this grant contract. Invoices for reimbursement must be submitted using the HEAT Invoice. All invoices for reimbursement must be supported by written documentation.
- (2) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

No reimbursement shall be made for salary costs incurred in traveling to and from saturation events.

- (3) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$0.00.
- (4) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$7,250.00.

4.2 **Payment**

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
Itemized invoices will be submitted within 30 days after each saturation event to the State's Authorized Representative.
Final invoice pertaining to the first state fiscal year of this grant contract must be received by July 31, 2011.
Reimbursements from the second state fiscal year may commence on or after July 1, 2011. The final invoice pertaining to the second state fiscal year of this grant contract must be received by October 31, 2011.

Expenditures for each state fiscal year of this grant contract must be for services performed within applicable state fiscal years. Every state fiscal year begins on July 1 and ends on June 30.

- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through Title 23 CFDA number 20.609 of the State and Community Highway Safety Act of 1966. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Lt. Bruce Brynell, 3489 Hadley Avenue North, Oakdale, MN 55128, (651) 779-5913, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Lt. Rick Wahtera, 2660 Civic Center Drive, Roseville, MN 55113 (651) 490-2251. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.
- 7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used

to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

10 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Insufficient Funding. The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will

not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Grant Contract No. 50000006480

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Chief of Police

Date: _____

By: _____

Title: City Manager

Date: _____

By: _____

Title: City Mayor

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:
DPS/FAS
Grantee
State's Authorized Representative



REQUEST FOR COUNCIL ACTION

Date: 10/18/2010

Item No.: 7.e

Department Approval

Acting City Manager Approval

Item Description: Contract Amendment Increasing Budget for Ramsey County's Environmental Response Fund Grant for Environmental Cleanup Associated with the Phase 1 and Phase 2 Twin Lakes Infrastructure Projects

BACKGROUND

As part of Ramsey County's Environmental Response Fund (ERF) May 2010 funding round, the City requested an \$83,000 budget increase to assist with environmental remediation of the right of way associated with the Phase 1 and 2 infrastructure projects in the Twin Lakes redevelopment area. The additional funding request was made in order to offset costs associated with the preparation of a Response Action Plan (RAP) summary report for the Phase 1 project, and environmental oversight by Braun Intertec and the preparation of an RAP summary report for the Phase 2 project. These costs were not included in the original grant request. On July 13, 2010, the County approved the budget increase request.

The attached contract amendment modifies and agreement entered into by the City and the County that was executed on March 15, 2010. The City's attorney has reviewed the contract.

POLICY OBJECTIVE

By accepting the grant from Ramsey County's ERF, the City is fostering environmental cleanup of polluted land through partnerships with funding agencies, which is supported by Policy 4.3 of the Economic Development and Redevelopment Chapter of the City's 2030 Comprehensive Plan.

FINANCIAL IMPACTS

There are no negative financial impacts for the City by accepting this grant. The City will receive a positive financial impact in that it will be recuperating up to an additional \$83,000 in environmental cleanup costs that have been or will be incurred by the Phase 1 and Phase 2 infrastructure projects.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the amendment for the \$83,000 budget increase in ERF grant. These funds will help defray the environmental cleanup costs incurred for the Phase 1 and 2 infrastructure projects.

REQUESTED COUNCIL ACTION

Approve an amended and restated agreement for Environmental Response Funds, as attached as Attachment A of to this memorandum, increasing the budget of this grant from \$180,570 to \$263,570.

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Ramsey County ERF Grant Contract Amendment

**AMENDED AND RESTATED
AGREEMENT BETWEEN
RAMSEY COUNTY HRA and CITY OF ROSEVILLE
FOR ENVIRONMENTAL RESPONSE FUNDS**

This Agreement made this _____ day of _____, 2010, amends and restates the Environmental Response Fund Grant Agreement executed March 15, 2010 between the Ramsey County Housing and Redevelopment Authority ("AUTHORITY") and City of Roseville, a Minnesota municipal corporation ("GRANTEE") (sometimes referred to as the "PARTIES" or a "PARTY").

WHEREAS, on December 22, 2002, the AUTHORITY approved an increase in the mortgage registration and deed tax effective February 1, 2003 through December 31, 2007, and which was reinstated effective July 1, 2008 through December 31, 2012, for the purpose of creating an Environmental Response Fund per Minnesota Statutes, section 383A.80; and

WHEREAS, on December 1, 2009, based upon an application from GRANTEE dated May 1, 2009 ("APPLICATION"), the AUTHORITY approved an Environmental Response Fund loan to GRANTEE in the amount of One Hundred Eighty Thousand Five Hundred Seventy Dollars (\$180,570.00) for remediation activities at the Twin Lakes site in the City of Roseville; and

WHEREAS, on July 13, 2010, the AUTHORITY approved an Environmental Response Fund loan to GRANTEE in an additional amount of Eighty-Three Thousand Dollars (\$83,000.00) for remediation activities at the Twin Lakes site in the City of Roseville; and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and agreements set forth herein, the PARTIES agree as follows:

1. **DEFINITIONS** For purposes of this agreement, the following terms shall have the following meanings:
 - 1.1. "GRANT AGREEMENT" means this Grant Agreement.
 - 1.2. "AUTHORITY" means Ramsey County Housing and Redevelopment Authority.
 - 1.3. "GRANTEE" means City of Roseville, a municipal corporation.
 - 1.4. "IMPROVEMENTS" means the remediation activities specifically set forth in the APPLICATION.
 - 1.5. "GRANT" means the amount of Two Hundred Sixty-Three Thousand Five Hundred Seventy and 00/100 Dollars (\$263,570.00) to be granted to GRANTEE to finance the project.
 - 1.6. "PROJECT" means the PROPERTY and the IMPROVEMENTS.

- 1.7. "PROPERTY" means the real property located in the County of Ramsey, State of Minnesota that is legally described on the attached Exhibit "A".

In addition, other terms will be defined in various sections of this GRANT AGREEMENT and have the meaning given therein.

2. **DOCUMENTS DELIVERED HERewith** Before or contemporaneously with the execution of this GRANT AGREEMENT, GRANTEE shall deliver the following documents and/or instruments to AUTHORITY:
 - 2.1. Resolution of GRANTEE authorizing the execution and delivery of this GRANT AGREEMENT and the documents described herein.
 - 2.2. Certificates of insurance evidencing coverages required in § 5.1, below.
3. **REPRESENTATIONS AND WARRANTIES** To induce AUTHORITY to enter into this GRANT AGREEMENT, GRANTEE makes the following representations and warranties to AUTHORITY:
 - 3.1. GRANTEE has full power, right and authority to execute and deliver this GRANT AGREEMENT and to perform and observe each and all of the matters and things provided for in this GRANT AGREEMENT.
 - 3.2. GRANTEE will initially be the owner of the PROPERTY in fee simple.
 - 3.3. To the best of GRANTEE's knowledge, the PROPERTY does not violate any federal, state or local law, ordinance or regulation.
 - 3.4. There are no actions, suits, or proceedings pending, at law or in equity, or to the knowledge of GRANTEE threatened, against or affecting it or the PROPERTY, and GRANTEE is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority.
 - 3.5. The consummation of this transaction and performance of GRANTEE's obligations under the GRANT AGREEMENT will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan, or credit agreement, partnership agreement or other instrument which affects GRANTEE, or to which GRANTEE is a party.
 - 3.6. GRANTEE represents and warrants it has not used the PROPERTY in connection with the generation, disposal, storage, treatment, or transportation of Hazardous Substances and that the PROPERTY will not

be so used during the term of this GRANT AGREEMENT by GRANTEE, its agents, tenants or assigns, except as required to comply with an MPCA approved Development Response Action Plan.

- 3.7. GRANTEE has obtained all of the insurance described in Section 5.1 and such policies of insurance are in full force and effect as of the date of this GRANT AGREEMENT.

4. **COMMITMENT OF AUTHORITY TO GRANT FUNDS**

Subject to the terms and conditions of the GRANT AGREEMENT, AUTHORITY agrees to grant to GRANTEE an amount not to exceed Two Hundred Sixty-Three Thousand Five Hundred Seventy and 00/100 Dollars (\$263,570.00). The AUTHORITY shall have no obligation to disburse any of these funds if, at the time of disbursement, GRANTEE is in default under any of the terms of the GRANT AGREEMENT.

5. **AFFIRMATIVE COVENANTS** To further induce AUTHORITY to make the requested grant, GRANTEE hereby covenants and agrees that it shall:

5.1. A. Purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this GRANT AGREEMENT, whether such operations be by the GRANTEE or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.

B. Secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the AUTHORITY throughout the term of this GRANT AGREEMENT.

1. Commercial General Liability Insurance

\$1,500,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising liability

This policy shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. The AUTHORITY, Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the BORROWER, using ISO endorsement form CG 20 26 or its equivalent.

2. Automobile Insurance

Coverage shall be provided for hired, non-owned and owned auto.

Minimum limits of \$1,000,000 combined single limit

3. Workers' Compensation and Employers' Liability

Workers' Compensation as required by Minnesota Statutes

Employers' Liability Limits:
\$500,000/\$500,000/\$500,000

4. Professional Liability/Errors and Omissions Coverage (if applicable)

Per Claim Limit:	\$ 500,000
Per Occurrence Limit:	\$1,500,000
Aggregate Limit:	\$2,000,000

This policy is to be written as acceptable to the AUTHORITY. Certificates of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the AGREEMENT; and 2) evidence of coverage shall be provided for three years beyond expiration of the AGREEMENT.

The AUTHORITY, Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the AUTHORITY and Ramsey County.

5. Property Insurance. The BORROWER shall secure property insurance on a replacement cost, all risk basis for both real and personal property. The policy shall include business interruption and extra expense coverages. The AUTHORITY shall be added to the policy as lender as their interest may appear.

C. All Certificates of Insurance shall provide that the insurance company gives the AUTHORITY thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

D. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of BORROWER to purchase and maintain additional coverages as it may deem necessary in connection with this AGREEMENT.

E. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. BORROWER shall not commence work until the BORROWER has obtained the required insurance and filed an acceptable Certificate of Insurance with AUTHORITY. Copies of insurance policies shall be submitted to the AUTHORITY upon request.

F. Nothing in this AGREEMENT shall constitute a waiver by the AUTHORITY or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

G. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

5.2 GRANTEE agrees to hold harmless and defend Ramsey County, the AUTHORITY, their officials, officers or employees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the PROJECT, including but not limited to the GRANTEE's acts, failure to act, or failure to perform its obligations hereunder, and to pay the costs of and/or reimburse Ramsey County, the AUTHORITY, their officials, officers or employees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees) incurred in connection therewith. AUTHORITY shall promptly notify GRANTEE of any claim made for any such damage or loss and afford GRANTEE and its counsel the opportunity to contest, compromise, or settle such claim.

Nothing in this GRANT AGREEMENT shall constitute a waiver by the AUTHORITY of any statutory limits or exceptions on liability.

5.3. Promptly pay and discharge all taxes, assessments and other governmental charges imposed upon it or upon its income and profits or upon the PROPERTY, and any and all claims for labor, material or supplies or rental charges or charges of any other kind which, if unpaid, might by law become a lien or charge upon the PROPERTY, provided, however, that GRANTEE shall not be required to pay any such tax, assessment, charge or claim, if GRANTEE is contesting the validity of such matters, in good faith, through appropriate proceedings, and GRANTEE sets aside on its books adequate reserves the payment of such claims.

5.4. Keep true and complete and accurate books of record and account in accordance with generally accepted accounting principles.

5.5. Until the expiration of six (6) years after the termination of this GRANT AGREEMENT, the GRANTEE, upon written request, shall make

available to the AUTHORITY, Ramsey County, the State Auditor or the AUTHORITY's ultimate funding sources, a copy of the GRANT AGREEMENT and the books, documents, records and accounting procedures and practices of the GRANTEE relating to this GRANT AGREEMENT.

- 5.6. Obtain at its sole expense and provide to the AUTHORITY within six months after the close of its fiscal year a certified financial and compliance audit prepared by an independent auditor who meets the independence standards specified in the General Accounting Office's yellow book, "Government Auditing Standards". GRANTEE shall submit a copy of the annual financial audited statements, the management compliance letter, and the GRANTEE's response to the management letter to the AUTHORITY within six months of the end of the GRANTEE's fiscal year.
- 5.7. Conduct the same general type of business as it presently conducts; maintain its existence, and continue its compliance with all valid, applicable statutes, laws, rules and regulations.
- 5.8. In order to permit AUTHORITY to monitor compliance with this GRANT AGREEMENT, permit any person that the AUTHORITY designates, at AUTHORITY's expense, to visit and inspect the PROJECT, corporate books and financial records and documents of GRANTEE and to discuss their affairs, finances and accounts with the principal officers of GRANTEE, all at such reasonable times and as often as AUTHORITY may reasonably request during the term of this GRANT AGREEMENT and for a period of six years after the termination of this GRANT AGREEMENT.
- 5.9. In awarding contracts pursuant to this GRANT AGREEMENT, comply with all applicable requirements of local and state law for awarding contracts, including, but not limited to, procedures for competitive bidding, contractor's bonds, and retained percentages. Where federal standards differ from local or state standards, the stricter standards shall apply.
- 5.10. Comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law.
- 5.11. Include in all solicitations for work on the PROJECT, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section.

- 5.12. Not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the PROJECT to discriminate against any employee or applicant for employment in connection with the PROJECT because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation.
- 5.13. Construct the PROJECT to meet all applicable local codes, rehabilitation standards, ordinances and zoning ordinances.
- 5.14. Meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974, Pub. L. 93-291 and Executive Order 11593, including the procedures prescribed in the Regulations at 36 CFR Part 800.
- 5.15. Comply with the design requirements of the Architectural Barriers Act of 1968, 42 U.S.C. §4151 in construction of the Improvements and the Americans with Disabilities Act 42 U.S.C. § 12131.
- 5.16. Comply with the provisions of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, amended, 33 U.S.C. § 1251, et seq., and the regulations issued thereunder.
- 5.17. Comply with the HUD Lead-Based Paint Regulations, 24 CFR Part 35, issued pursuant to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831 et seq., requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants or residents of structures constructed prior to 1978.
- 5.18. Erect a sign to the AUTHORITY's specifications on the PROPERTY identifying the AUTHORITY's Environmental Response Fund Program as a source of funding for the PROJECT.
- 5.19. Comply with all applicable statutes, regulations, codes and ordinances regulating the use or storage of Hazardous Substances which GRANTEE stores on the PROPERTY.
- 5.20. Include in all news releases and public notices related to the PROJECT information identifying the AUTHORITY's Environmental Response Fund Program as a source of funds for the PROJECT.
- 5.21. Use the proceeds, which AUTHORITY is granting to GRANTEE solely for remediation activities at the Twin Lakes site in the City of Roseville.

6. **NEGATIVE COVENANTS** GRANTEE covenants and agrees that for as long as it is indebted to AUTHORITY, it will not:

- 6.1. Merge or consolidate with or into any other entity.
- 6.2. Default upon any contract or fail to pay any contract or fail to pay any of its debts or obligations as the same mature, subject to the applicable cure periods set forth in such a contract.
- 6.3. Generate, dispose of, use, store, treat or transport Hazardous Waste Substances on, in, over or across the PROPERTY or allow GRANTEE's tenants to do so; provided, however, that GRANTEE may treat or remediate Hazardous Substances pursuant to an MPCA approved Development Response Action Plan and GRANTEE and its tenants may use, store and transport Hazardous Substances on, over or across the PROPERTY as is reasonably necessary to the use of the PROPERTY as residential, commercial or office property provided such use, storage and transportation complies at all times with all applicable federal, state and local statutes, codes, regulations and ordinances.

7. **MISCELLANEOUS**

- 7.1. The GRANT AGREEMENT shall be prepared by or reviewed by AUTHORITY's legal counsel and all documents must be satisfactory to AUTHORITY in its sole discretion.
- 7.2. All representations and warranties contained herein or made in writing by or on behalf of GRANTEE in connection with the transactions contemplated hereby shall survive the execution and delivery of this GRANT AGREEMENT and the advances hereunder. All statements contained in any certificate or other instrument delivered by or on behalf of GRANTEE pursuant thereto or in connection with the transactions contemplated hereby shall constitute representations and warranties by GRANTEE.
- 7.3. This GRANT AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- 7.4. No amendment, change, waiver or modification of this GRANT AGREEMENT shall be valid unless it is in a written document which GRANTEE, and the AUTHORITY sign, and AUTHORITY's waiver of any breach or default of any of GRANTEE's obligations, agreements or covenants under the GRANT AGREEMENT shall not be deemed to be a

waiver of any subsequent breach of the GRANT AGREEMENT, or any other obligation, agreement or covenant. AUTHORITY's forbearance in pursuing or enforcing a remedy for GRANTEE's breach of any of the obligations set forth in the GRANT AGREEMENT shall not be deemed a waiver of AUTHORITY's rights and remedies with respect to such breach.

- 7.5. This GRANT AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which shall constitute one agreement.
- 7.6. This GRANT AGREEMENT shall be governed by, interpreted, and construed in accordance with the laws of the State of Minnesota.
- 7.7. This GRANT AGREEMENT supersedes and has merged into it all prior oral and written agreements between GRANTEE and AUTHORITY regarding the PROJECT.
- 7.8. Any notices required or contemplated hereunder shall be effective upon the placing thereof in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to GRANTEE:
CITY OF ROSEVILLE
2660 Civic Center Dr.
Roseville, MN 55113
Attn: Jamie Radel

If to AUTHORITY:
RAMSEY COUNTY HRA
250 Courthouse
15 West Kellogg Blvd.
St. Paul, MN 55102
Attn: Denise Beigbeder

- 7.9. This AGREEMENT shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this AGREEMENT shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.
- 7.10. The AUTHORITY's rights hereunder shall be fully assignable, but the GRANTEE's rights hereunder shall not be assignable without the written consent of the AUTHORITY which consent shall be in the AUTHORITY's sole discretion.
- 7.11. It is agreed that nothing contained in this AGREEMENT is intended or should be construed as creating the relationship of agents, partners, joint

venturers, or associates between the parties hereto or as constituting the BORROWER as the employee of the AUTHORITY for any purpose or in any manner whatsoever. The BORROWER is an independent contractor and neither it, its employees, agents nor representatives are employees of the AUTHORITY.

- 7.12. Upon the expenditure of all funds covered by this GRANT AGREEMENT, GRANTEE shall submit a report to AUTHORITY on the progress of the work and a financial summary of all sources and uses of funds for the work. Prior to the date upon which the GRANTEE's transferee obtains a Certificate of Occupancy for all buildings constructed upon the PROPERTY ("COMPLETION"), GRANTEE shall provide quarterly progress reports detailing all activities undertaken to ameliorate contamination, prepare the PROPERTY for redevelopment, market the PROPERTY, and redevelop the PROPERTY. Upon COMPLETION, GRANTEE shall provide a final report addressing the outcomes, including but not limited to, the following criteria intended to maximize public investment:
- a) building coverage ratio;
 - b) a detailed list of all new jobs created including position description and annual wage and benefit package. Retained and/or relocated jobs should be listed separately and include the same information;
 - c) a detailed accounting of all expenses associated with acquisition, clean-up, redevelopment and marketing of the site;
 - d) a detailed description of GRANTEE's efforts made to ensure that buildings constructed at this site are energy efficient and high-performance.

**SIGNATURE PAGE TO
RAMSEY COUNTY ENVIRONMENTAL RESPONSE FUND GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this GRANT AGREEMENT to be executed the date and year first above written.

CITY OF ROSEVILLE,
a municipal corporation

By: _____

Its: _____

**SIGNATURE PAGE TO
RAMSEY COUNTY ENVIRONMENTAL RESPONSE FUND GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this GRANT AGREEMENT to be executed the date and year first above written.

**THE RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By:_____

Its: Ramsey County Manager

APPROVAL RECOMMENDED:

Community & Economic Development

APPROVED AS TO FORM AND
INSURANCE:

Harry D. McPeak
Assistant County Attorney

THIS AGREEMENT DRAFTED BY:
The Office of the Ramsey County Attorney
Saint Paul, Minnesota

EXHIBIT A

Property located in the City of Roseville, legally described as:

Legal to follow

Property is located in the northeast part of Twin Lakes project

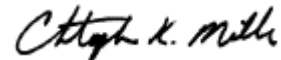
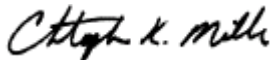
– Twin Lakes Infrastructure – Phase 1 Project area

REQUEST FOR COUNCIL ACTION

Date: 10/18/10
Item No.: 7.†

Department Approval

Acating City Manager Approval



Item Description: Consider Setting a Public Hearing to Acknowledge the Expenditure of Tax-exempt Funds by Presbyterian Homes

BACKGROUND

Under Federal and State Statutes, municipalities are authorized to pledge their bond issuance authority to non-profit groups for the benefit of multi-family and assisted-living housing facilities, including corporate offices of said groups. If a municipality expects to issue or receive tax-exempt bond proceeds, either directly or indirectly through separate establishments, it is required by federal law to hold a public hearing.

The City of Bloomington is proceeding with the issuance of tax-exempt bonds for the benefit of Presbyterian Homes' facilities in Bloomington, Arden Hills, and at their Roseville facility located at 1910 County Road D. Presbyterian Homes is proposing to refinance \$8,525,000 of outstanding debt related to the Roseville facility.

The purpose of the public hearing is to allow for public comment on the proceeds to be expended. No special action is required by Council at the hearing. The process entails opening a public hearing, allowing for public comment (if any), and closing the public hearing.

POLICY OBJECTIVE

Generally speaking, the public policy reason for City participation in these financings is to promote greater investment in the City's multi-family and assisted-living facilities than would otherwise occur by market factors alone. Allowing the bonds to be issued tax-exempt makes the bonds more attractive to investors and results in lower borrowing costs compared to traditional financing methods. This in turn, provides more available dollars for the proposed project

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff recommends the Council set a public hearing to acknowledge the expenditure of tax-exempt funds by Presbyterian Homes.

27 **REQUESTED COUNCIL ACTION**

28 Motion to adopt the attached resolution establishing a public hearing for November 15, 2010 for the
29 purposes of acknowledging the expenditure of tax-exempt funds by Presbyterian Homes.
30

Prepared by: Chris Miller, Finance Director

Attachments: A: Enclosed is a resolution setting the public hearing, as prepared by Bond Counsel for Presbyterian
Homes.

31

CITY OF ROSEVILLE, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CALLING FOR A PUBLIC HEARING REGARDING AN ISSUE
OF REVENUE BONDS TO BE ISSUED BY THE CITY OF BLOOMINGTON
ON BEHALF OF PRESBYTERIAN HOMES**

BE IT RESOLVED by the City Council (the “Council”) of the City of Roseville, Minnesota (the “City”), as follows:

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1651, as amended (the “Act”), authorizes municipalities to issue revenue obligations to finance, in whole or in part, the costs of the acquisition, construction, reconstruction, improvement, betterment, or extension of a project and any related public improvements. A “project” includes any properties, real or personal, used or useful in connection with a revenue-producing enterprise, whether or not operated for profit, engaged in providing health care services, including hospitals, nursing homes, and related medical facilities; and

WHEREAS, at the request of Presbyterian Homes Care Centers, Inc., a Minnesota nonprofit corporation, the City previously issued its Variable Rate Demand Health Care Revenue Refunding Bonds (Presbyterian Homes Care Centers, Inc. Project), Series 2002, on September 26, 2002, in the original aggregate principal amount of \$8,950,000 (the “Series 2002 Bonds”); and

WHEREAS, the proceeds of the Series 2002 Bonds were used to: (i) refund the outstanding principal balance of the Housing and Health Care Facilities Revenue Refunding Bonds (Presbyterian Homes Care Centers, Inc. Project), Series 1997, issued by the City in the original aggregate principal amount of \$8,525,000, the proceeds of which were used to pay for renovations to a 143-bed skilled nursing facility located at 1910 County Road D in Roseville, Minnesota; and (ii) make capital improvements to the 143-bed skilled nursing facility (collectively, the “Roseville Project”); and

WHEREAS, it is proposed that the ownership of the Roseville Project be transferred to Gideon Pond Commons, LLC, a Minnesota nonprofit limited liability company, the sole member of which is Presbyterian Homes Bloomington Care Center, Inc. (the “Borrower”) and the Borrower has requested that the City of Bloomington, Minnesota issue its Senior Housing Refunding Revenue Bonds (Presbyterian Homes Gideon Pond and Gardens Project), Series 2010 (the “Bonds”), in one or more series, in the original aggregate principal amount of up to \$19,000,000; and

WHEREAS, the proceeds of the Bonds are proposed to be used to refund various bond issues, including: (i) the Series 2002 Bonds issued by the City and described above; (ii) the Health Care and Housing Revenue Refunding Bonds, Series 1999A, issued by the City of Arden Hills, Minnesota on September 30, 1999, in the original aggregate principal amount of \$18,605,000, the proceeds of which were used to refinance The Gardens, also known as Bloomington Commons, an 86-unit assisted living project located at 10030 Newton Avenue South in the City; (iii) the Health Care Facility Revenue Refunding Note (Presbyterian Homes Bloomington Care Center, Inc. Project), Series 2001A, issued by the City of Arden Hills, Minnesota on December 13, 2001, in the original aggregate principal amount of \$2,156,800 and the Health Care Facility Revenue Refunding Note (Presbyterian Homes Bloomington Care Center, Inc. Project), Series 2001B, issued by the City of Arden Hills, Minnesota on December 13, 2001, in the original aggregate principal amount of \$2,850,000, the proceeds of which were

83 used to acquire certain cooperative senior housing units in the Gideon Pond Cooperative located at 9901
84 Penn Ave. South in the City and the Bloomington Care Center, an 80-bed skilled nursing facility located at 401 W.
85 95th St. in the City, and to refinance capital costs expended in conjunction with the Bloomington Care Center and
86 McKnight Care Center, a 208-bed nursing home facility located at 3220 Lake Johanna Boulevard, Arden Hills,
87 Minnesota; and
88

89 WHEREAS, since a portion of the facilities proposed to be refinanced by the Bonds are located in the City,
90 Section 147(f) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder require
91 that, prior to the issuance of the Bonds, this Council approve the issuance of the Bonds by Bloomington, after
92 conducting a public hearing thereon; and
93

94 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE,
95 MINNESOTA:
96

97 1. A public hearing on the proposal that Bloomington issue the Bonds to refinance the Roseville Project
98 is hereby called, and such meeting shall be held on Monday, November 15, 2010, at 6:00 P.M., at City Hall; and
99

100 2. The Finance Director shall cause notice of the public hearing, in substantially the form attached
101 hereto as Exhibit A, to be published in the official newspaper of the City and a newspaper of general circulation in
102 the City, once not less than 14 days prior to the date fixed for the public hearing.
103

104 Adopted by the City Council of the City of Roseville on this 18th day of October, 2008.
105
106
107

108 _____
109 Mayor
110
111
112

113 Attest: _____
114 City Manager
115

116 EXHIBIT A

117
118 Notice of Public Hearing

119
120 NOTICE OF PUBLIC HEARING BY THE CITY OF ROSEVILLE,
121 MINNESOTA WITH RESPECT TO THE ISSUANCE OF REVENUE
122 BONDS BY THE CITY OF BLOOMINGTON FOR THE BENEFIT OF
123 ONE OR MORE AFFILIATES OF PRESBYTERIAN HOMES
124 BLOOMINGTON CARE CENTER, INC. PURSUANT TO
125 MINNESOTA STATUTES, SECTIONS 469.152 THROUGH
126 469.1651, AS AMENDED
127

128
129 NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Roseville, Minnesota (the
130 "City"), will hold a public hearing on Monday, November 15, 2010, at or after 6:00 p.m. at the City Council
131 Chambers, 2660 Civic Center Drive in the City for the purpose of conducting a public hearing on a proposal that it
132 provide consent to the City of Bloomington issuing its Senior Housing Refunding Revenue Bonds (Presbyterian
133 Homes Gideon Pond and Gardens Project), Series 2010 (the "Bonds"), in one or more series.
134

135 The proceeds of the Bonds will be loaned to Gideon Pond Commons, LLC, a Minnesota nonprofit limited
136 liability company, the sole member of which is Presbyterian Homes Bloomington Care Center, Inc., or another
137 affiliate of Presbyterian Homes Bloomington Care Center, Inc. (the "Borrower") and used to: (i) refund a portion
138 of the Health Care and Housing Revenue Refunding Bonds, Series 1999A, issued by the City of Arden Hills,
139 Minnesota on September 30, 1999, in the original aggregate principal amount of \$18,605,000, the proceeds of
140 which were used to refinance The Gardens, also known as Bloomington Commons, an 86-unit assisted living
141 project located at 10030 Newton Avenue South in the City; (ii) refund the Health Care Facility Revenue
142 Refunding Note (Presbyterian Homes Bloomington Care Center, Inc. Project), Series 2001A, issued by the City
143 of Arden Hills, Minnesota on December 13, 2001, in the original aggregate principal amount of \$2,156,800 and
144 the Health Care Facility Revenue Refunding Note (Presbyterian Homes Bloomington Care Center, Inc. Project),
145 Series 2001B, issued by the City of Arden Hills, Minnesota on December 13, 2001, in the original aggregate
146 principal amount of \$2,850,000, the proceeds of which were used to acquire certain cooperative senior housing
147 units in the Gideon Pond Cooperative located at 9901 Penn Ave. South in the City and the Bloomington Care
148 Center, an 80-bed skilled nursing facility located at 401 W. 95th St. in the City, and to refinance capital costs
149 expended in conjunction with the Bloomington Care Center and McKnight Care Center, a 208-bed nursing home
150 facility located at 3220 Lake Johanna Boulevard, Arden Hills, Minnesota; (iii) refund the Variable Rate Demand
151 Health Care Revenue Refunding Bonds (Presbyterian Homes Care Centers, Inc. Project), Series 2002, issued by
152 the City of Roseville, Minnesota on September 26, 2002, in the original aggregate principal amount of
153 \$8,950,000, the proceeds of which were used to (A) refund the outstanding principal balance of the Housing and
154 Health Care Facilities Revenue Refunding Bonds (Presbyterian Homes Care Centers, Inc. Project), Series 1997,
155 issued by the City of Roseville, Minnesota in the original aggregate principal amount of \$8,525,000, the
156 proceeds of which were used to pay for renovations to a 143-bed skilled nursing facility located at 1910 County
157 Road D in Roseville, Minnesota, and (B) make capital improvements to the 143-bed skilled nursing facility;
158 (iv) fund a debt service reserve fund equal to the maximum annual debt service on the Bonds; and (v) pay the
159 costs of issuance related to the Bonds. The projects to be refinanced with the proceeds of the Bonds will be
160 owned by Gideon Pond Commons, LLC, the sole member of which is Presbyterian Homes Bloomington Care
161 Center, Inc. or another affiliate of Presbyterian Homes Bloomington Care Center, Inc.
162

163 Following the public hearing, the City will consider a resolution providing consent to the City of Bloomington to
164 issue the proposed Bonds in an original aggregate principal amount not to exceed \$19,000,000, a portion of which
165 will refinance the facilities described above located in the City.
166

167 The Bonds will be special, limited obligations of the City of Bloomington, and the Bonds and interest thereon
168 will be payable solely from the revenues and assets pledged to the payment thereof. No holder of the Bonds will ever
169 have the right to compel any exercise of the taxing powers of the City of Bloomington or the City of Roseville to pay
170 the Bonds or the interest thereon, nor to enforce payment against any property of the City of Bloomington or the City
171 of Roseville.
172

173 Anyone desiring to be heard during this public hearing will be afforded an opportunity to do so.
174

175 Dated: [Date of Publication].
176

177 **CITY OF ROSEVILLE, MINNESOTA**
178

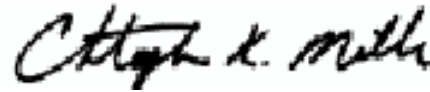
REQUEST FOR COUNCIL ACTION

Date: 10/18/2010
Item No.: 9 . a

Department Approval



Acting City Manager Approval



Item Description: Amending Section 302.02 of the City Code to allow for the sale of intoxicating liquor at the Roseville Skating Center to more than just the Community Rooms.

BACKGROUND

The current city code chapter 302 is attached and allows for the sale of intoxicating liquor at the Roseville Skating Center “in the Community Rooms”. There have been periodic requests to rent the entire Skating Center facility with the ability to sell intoxicating liquor “outside” of the community rooms, but within areas of controlled access, i.e. outside in the fenced area at the Guidant John Rose Minnesota OVAL.

A most recent request prepared to reserve the entire Roseville Skating Center facility but is contingent upon the ability to sell intoxicating liquor is the Kellogg High School - All School Reunion that is anticipated for Saturday, July 30, 2011.

Time is of the essence for the Kellogg All School Reunion reservation; therefore staff is requesting a minor modification to the ordinance to allow the event to occur with a revisit of the entire ordinance at a later date.

It is anticipated that the entire liquor ordinance relating to city facilities will be reviewed in the near future because of the ever changing and diverse interest by the community to have the ability to sell alcohol at other city facilities, i.e. Muriel Sahlin Arboretum and/or Harriet Alexander Nature Center for weddings and receptions. In discussions with the City Attorney, he has made other recommendations to possibly incorporate at the later date.

Attached is the current ordinance with the recommended language to allow for the Kellogg Reunion type of request to occur. This would allow for the group to have a licensed vendor serve alcohol in several locations throughout the facility as a part of the event. All other conditions still apply.

Staff has worked with the City Attorney to develop the appropriate ordinance adjustment to allow the sale of intoxicating liquor at the Skating Center. The attached ordinance has been reviewed by the City Attorney and is recommended by staff.

30 **POLICY OBJECTIVE**

31 The proposed ordinance is consistent with the policies for the operation of the Roseville Skating
32 Center and is consistent with related city ordinances and applicable state statutes.

33 **FINANCIAL IMPACTS**

34 The proposed ordinance will allow the enhancement of the revenue generation capacity of the
35 Roseville Skating Center. The consumers will pay all related expenses.

36 **STAFF RECOMMENDATION**

37 Based on the adopted city policy, requirements of the state statutes, review of the city attorney
38 and the ability to enhance revenues and uses of the Roseville Skating Center, staff recommends
39 the adoption of the attached city ordinance amendments that allows the provision of the sale of
40 intoxicating liquor at the Roseville Skating Center as outlined.

41 **REQUESTED COUNCIL ACTION**

42 Motion adopting the attached city ordinance providing for the sale of intoxicating liquor at the
43 Roseville Skating Center and amending section 302.02 of the City Code as outlined.

Prepared by: Lonnie Brokke, Parks and Recreation Director

Attachment: Chapter 302 of the City Code with recommended amendments

City of Roseville
ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE THREE, SECTION 302.02M TO MODIFY THE AREAS AT THE ROSEVILLE SKATING CENTER WHERE INTOXICATING LIQUORS MAY BE SOLD AND THE REQUIREMENTS PERTAINING TO SUCH LIQUOR SALES.

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title Three, Section 302.02M of the Roseville City Code is amended to read as follows:

M. Intoxicating Liquors at The Roseville Skating Center ~~Community Rooms~~: Intoxicating liquor may be sold ~~in~~at the Roseville Skating Center ~~Community Rooms~~ only under the following conditions:

~~1. By the City designated caterer for the Roseville Skating Center Community Rooms who shall hold~~

1. The intoxicating liquor may only be sold by the holder of a retail ~~On~~on-sale intoxicating liquor license issued by the City or by an adjacent municipality.

2. The ~~caterer~~licensee must be engaged to dispense intoxicating liquor at an event held by a person or organization permitted to use the Roseville Skating Center ~~Community Rooms~~for such event, and may dispense intoxicating liquor only to persons attending the event.

3. The ~~caterer delivers~~licensee must deliver to the City a certificate of insurance providing "~~off premises~~" or "~~catered event~~" liquor liability coverage satisfactory to the City, naming the City of Roseville, to the full extent of statutory coverage, as an additional named insured.

4. All other rules and regulations established by the City relating to the sale or dispensing of intoxicating liquor ~~in~~at the Roseville Skating Center ~~Community Rooms~~ are complied with. (~~Ord. 1217, 12-14-1998~~)

SECTION 2: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this _____ day of _____, 2010.

Ordinance Amending Title Three Section 302.02M regarding liquor sales at the Roseville Skating Center.

(SEAL)

CITY OF ROSEVILLE

BY: _____
Craig D. Klausing, Mayor

ATTEST:

William J. Malinen, City Manager

City of Roseville
ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE THREE, SECTION 302.02M TO MODIFY THE AREAS AT THE ROSEVILLE SKATING CENTER WHERE INTOXICATING LIQUORS MAY BE SOLD AND THE REQUIREMENTS PERTAINING TO SUCH LIQUOR SALES.

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title Three, Section 302.02M of the Roseville City Code is amended to read as follows:

M. Intoxicating Liquors at The Roseville Skating Center: Intoxicating liquor may be sold at the Roseville Skating Center only under the following conditions:

1. The intoxicating liquor may only be sold by the holder of a retail on-sale intoxicating liquor license issued by the City or by an adjacent municipality.
2. The licensee must be engaged to dispense intoxicating liquor at an event held by a person or organization permitted to use the Roseville Skating Center for such event, and may dispense intoxicating liquor only to persons attending the event.
3. The licensee must deliver to the City a certificate of insurance providing liquor liability coverage satisfactory to the City, naming the City of Roseville, to the full extent of statutory coverage, as an additional named insured.
4. All other rules and regulations established by the City relating to the sale or dispensing of intoxicating liquor at the Roseville Skating Center are complied with.

SECTION 2: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this _____ day of _____, 2010.

Ordinance Amending Title Three Section 302.02M regarding liquor sales at the Roseville Skating Center.

(SEAL)

CITY OF ROSEVILLE

BY: _____
Craig D. Klausing, Mayor

ATTEST:

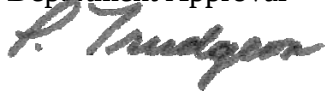
William J. Malinen, City Manager

ROSEVILLE
REQUEST FOR CITY COUNCIL ACTION

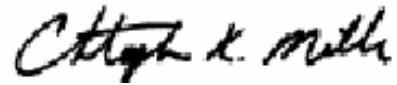
DATE: 10/18/2010

ITEM NO: 12 . a

Department Approval



Acting City Manager Approval



Item Description: Request by the Roseville Planning Division to approve corrections or amendments to the 2030 Comprehensive Land Use Plan designations of approximately 16 parcels throughout the city and the subsequent rezoning of the same parcels to be consistent with the Comprehensive Plan as required by State Law (PROJ0017).

1 **1.0 BACKGROUND/RECOMMENDATION**

2 1.1 Since the Planning Commission's hearing on August 4 regarding the 72 anomaly
3 properties that had an incorrect or inappropriate land use guiding and zoning, the
4 Planning Division has located an additional 16 such properties.

5 1.2 As you may recall, during the initial Official Zoning map notification process the
6 Planning Division located 50+ anomaly properties and after notices were mailed the staff
7 determined that 10 additional parcels also required correction. Since the July 28, 2010
8 open house and the August 4, 2010 public hearing regarding the 72 anomaly properties,
9 the Planning Division has determined that 16 additional properties also require
10 Comprehensive Plan designation corrections and applicable zoning.

11 1.3 The 16 newly identified properties include a number of small or unique land forms that
12 were difficult to catch during the initial and subsequent reviews. Of the 16 parcels, 10
13 are owned by either a school, railroad, utility company, the City, County, State or federal
14 agency. The remaining 6 are privately owned.

15 1.4 To better understand the need to establish an appropriate land use designation and
16 zoning, the Planning Division has created separate slides of each parcel. These
17 "attachments" each identify the lot/parcel and the existing/proposed Comprehensive Plan
18 – Land Use Designation. Zoning of parcels guided Right-of-Way will appear as Right-
19 of-Way on the Official Zoning Map, whereas parcels guided Low Density Residential
20 may appear as either Low Density Residential – (single family homes) or Low Density
21 Residential -2 (two family, duplex, or townhomes) on the Official Zoning Map.

22 1.5 Similar to the other 72 parcels, these 16 properties need to be corrected to accurately and
23 appropriately identify what they are and how they should be guided and zoned for future
24 use.

25 1.6 On August 19, 2010, the Roseville Planning Division held the required open house
26 regarding the proposed changes. Ten property owners/residents within 500 feet of one or
27 more of the subject properties attended the open house to seek clarification on what was
28 occurring. Once the Planning Staff reviewed the slide sheet and provided additional

information regarding the proposed change, property owners/residents appeared to be satisfied and thanked the staff.

1.7 The Roseville Planning Division recommends that the Planning Commission support the proposed changes in Comprehensive Plan – Land Use Map designations and Zoning Classifications for the 16 properties as indicated on the attached slides.

2.0 PLANNING COMMISSION ACTION

At their meeting of October 6, 2010, the Roseville Planning Commission held the duly notice public hearing regarding the 16 anomaly properties. At the meeting there were a few citizens who received notice of the hearing and who were present to obtain additional information and clarification and to support the proposed corrections.

The Planning Commission voted 7-0 to recommend to the City Council approval of all 16 Comprehensive Plan - Land Use Designations amendments and subsequent zoning reclassifications.

3.0 SUGGESTED CITY COUNCIL ACTION

ADOPT A RESOLUTION APPROVING COMPREHENSIVE PLAN – LAND USE MAP AMENDMENTS FOR 16 PROPERTIES IN ROSEVILLE.

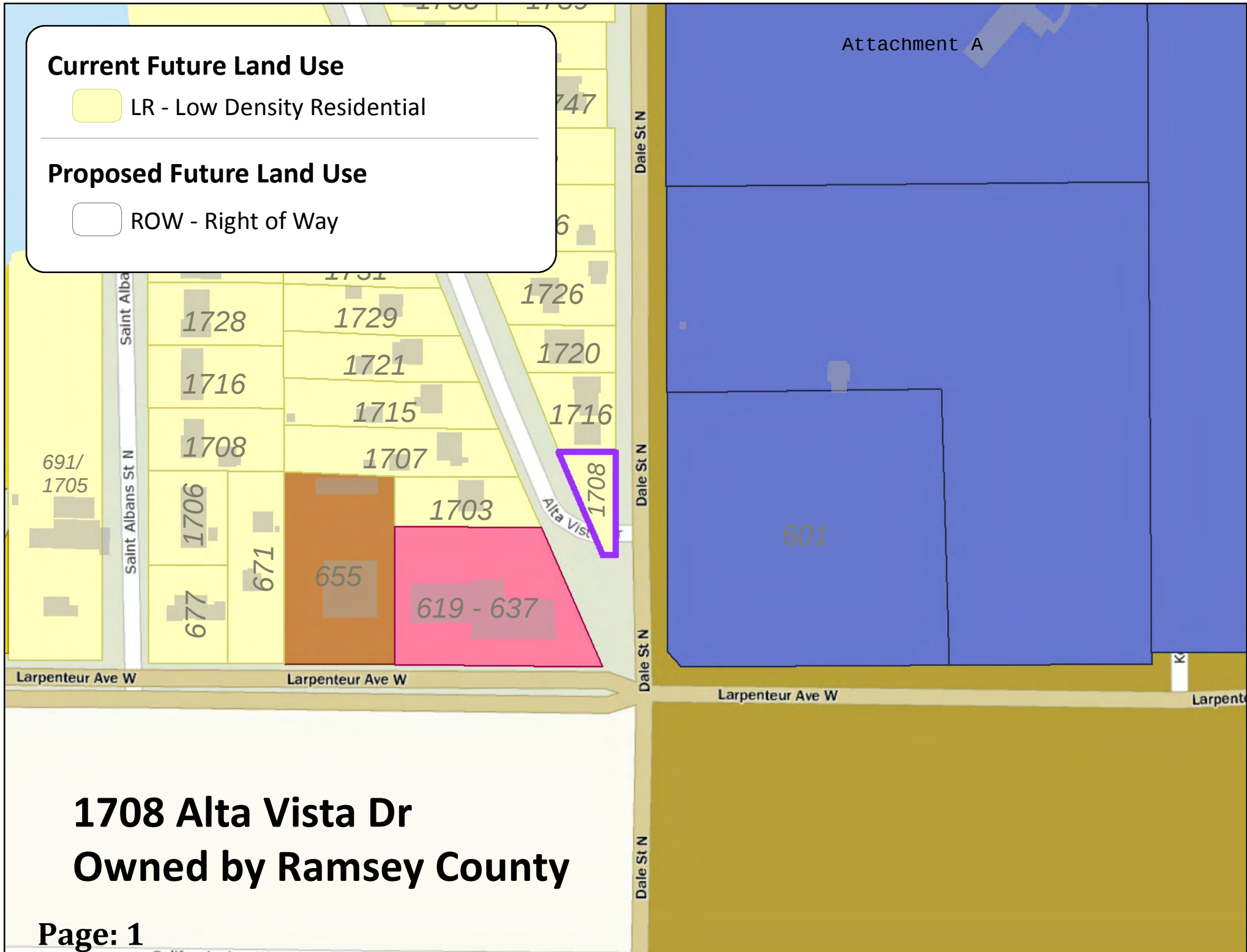
Prepared by: Thomas Paschke, City Planner
Attachments: A: Anomaly Slides
B. Open House Comments
C. Resolution

Current Future Land Use

 LR - Low Density Residential

Proposed Future Land Use

 ROW - Right of Way



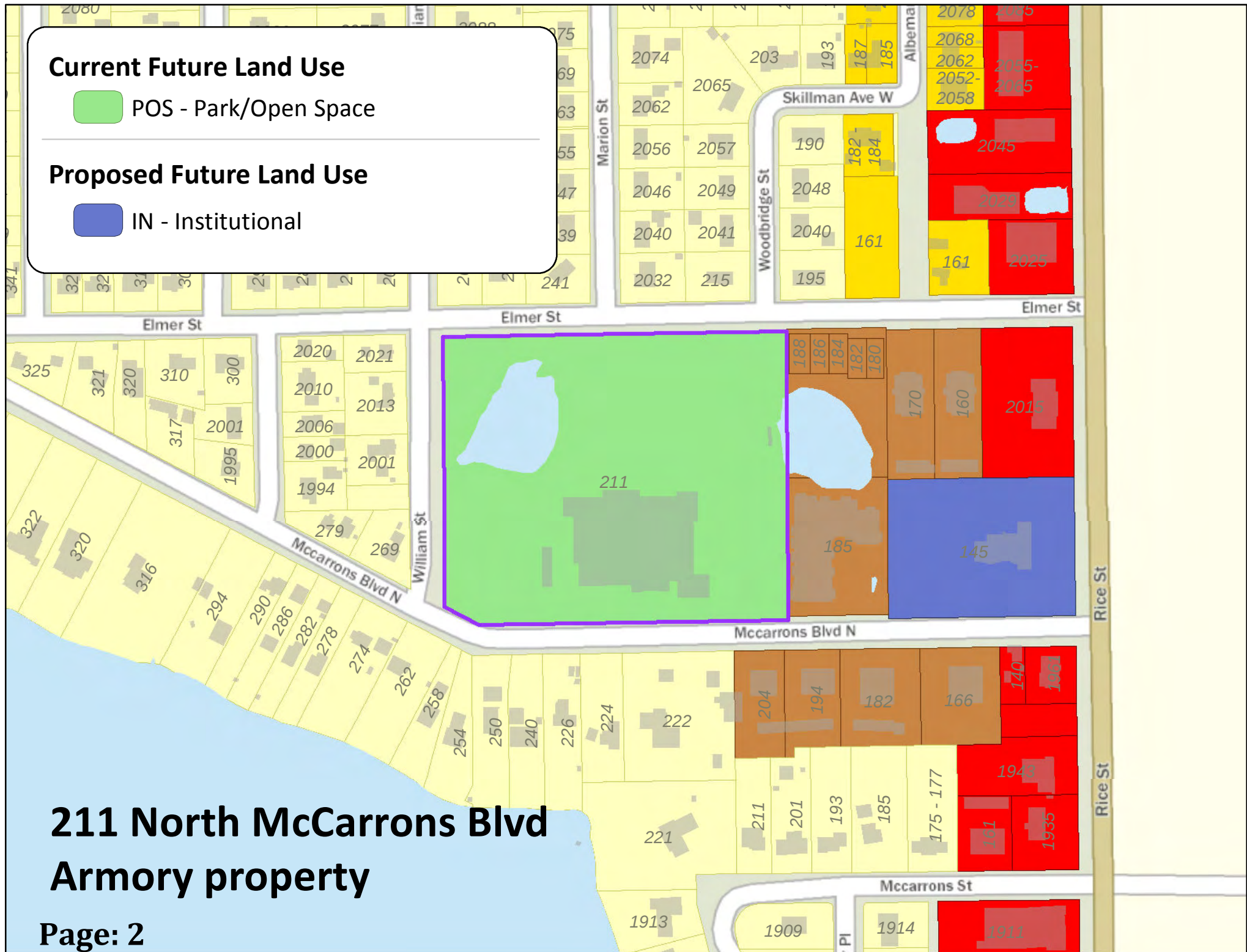
**1708 Alta Vista Dr
Owned by Ramsey County**

Current Future Land Use

 POS - Park/Open Space

Proposed Future Land Use

 IN - Institutional



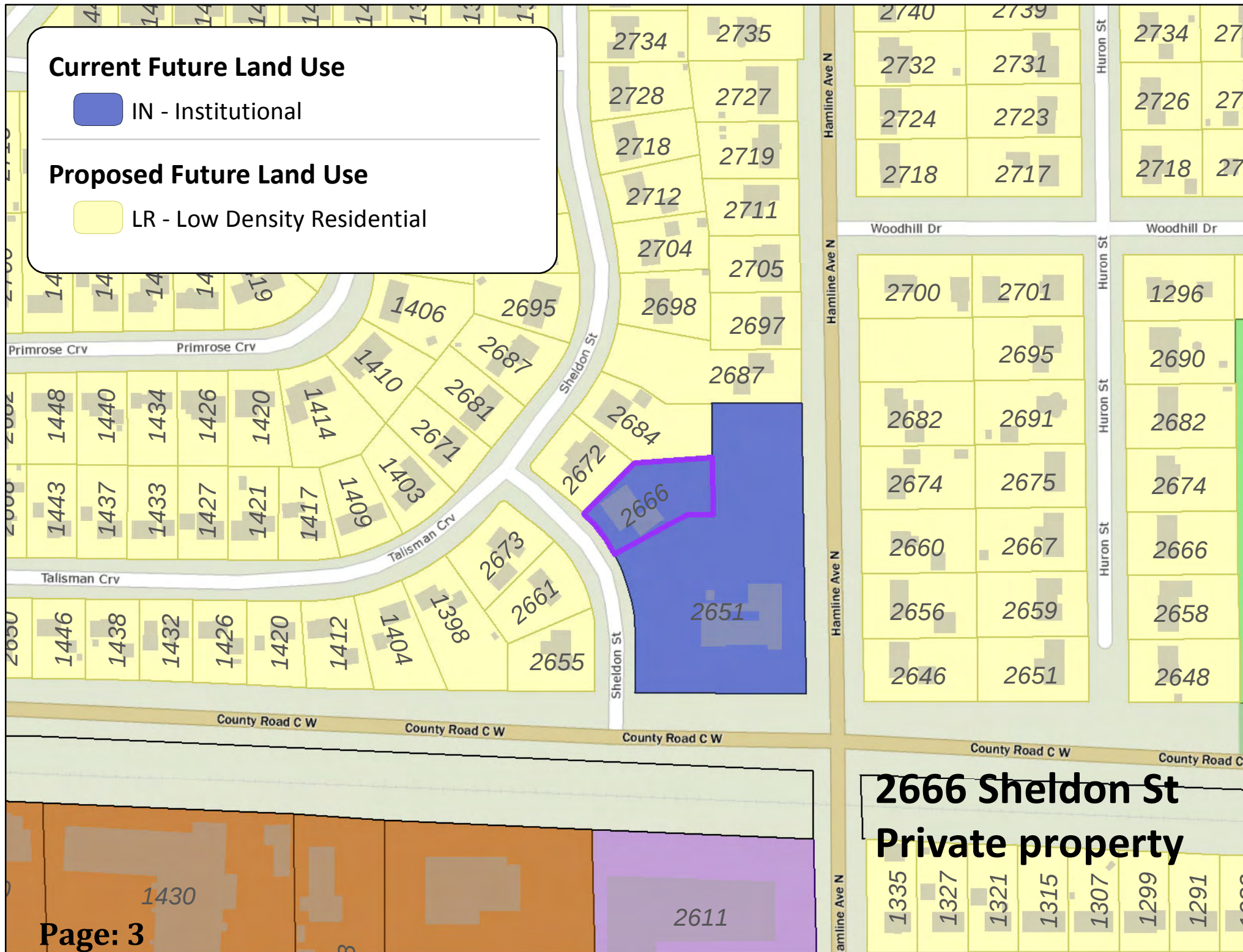
**211 North McCarrons Blvd
Armory property**

Current Future Land Use

 IN - Institutional

Proposed Future Land Use

 LR - Low Density Residential



2666 Sheldon St
Private property

 LR - Low Density Residential

 MR - Medium Density Residential

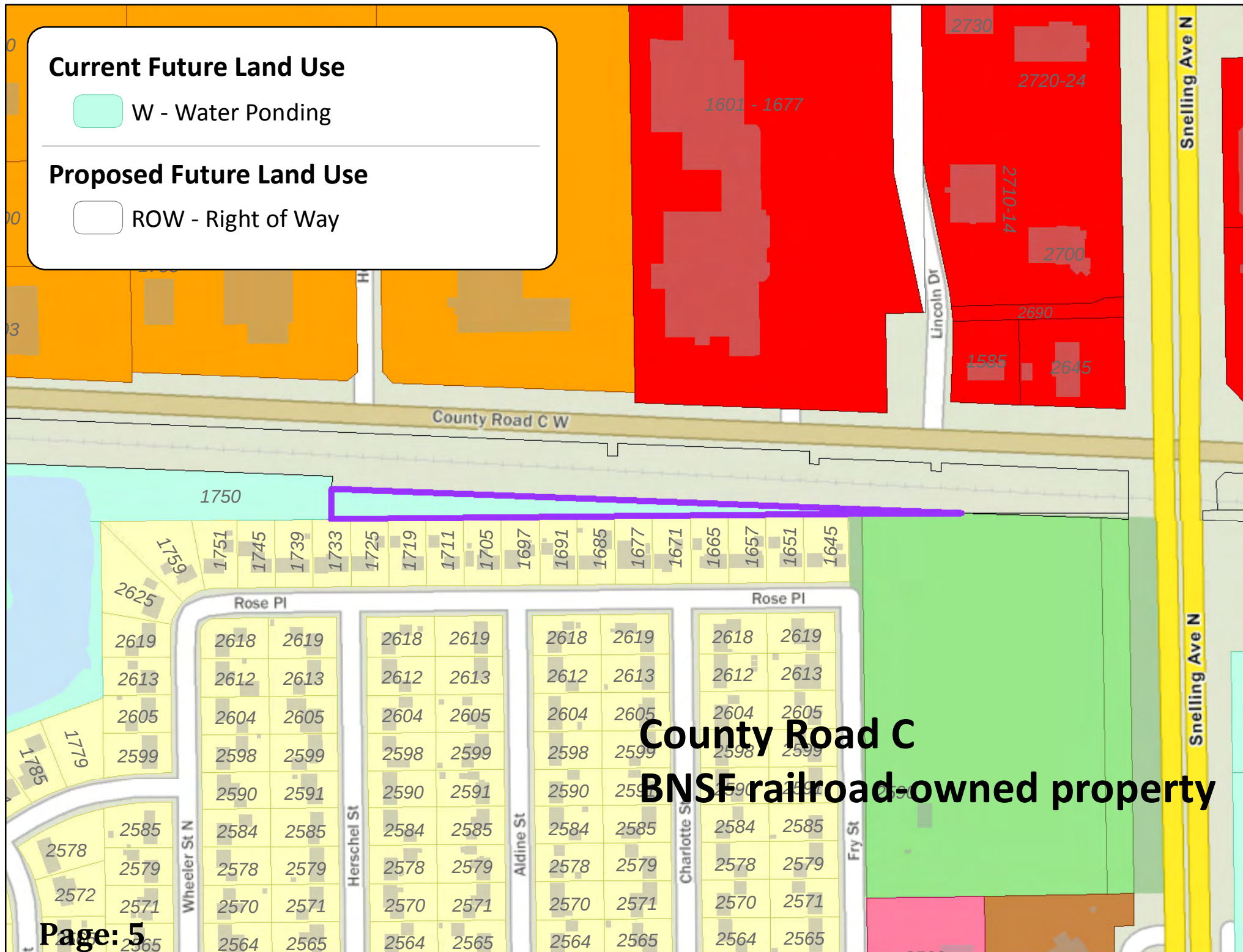
420 South Owasso Blvd
Property of Owasso Hills
homeowners association

Current Future Land Use

 W - Water Ponding

Proposed Future Land Use

 ROW - Right of Way

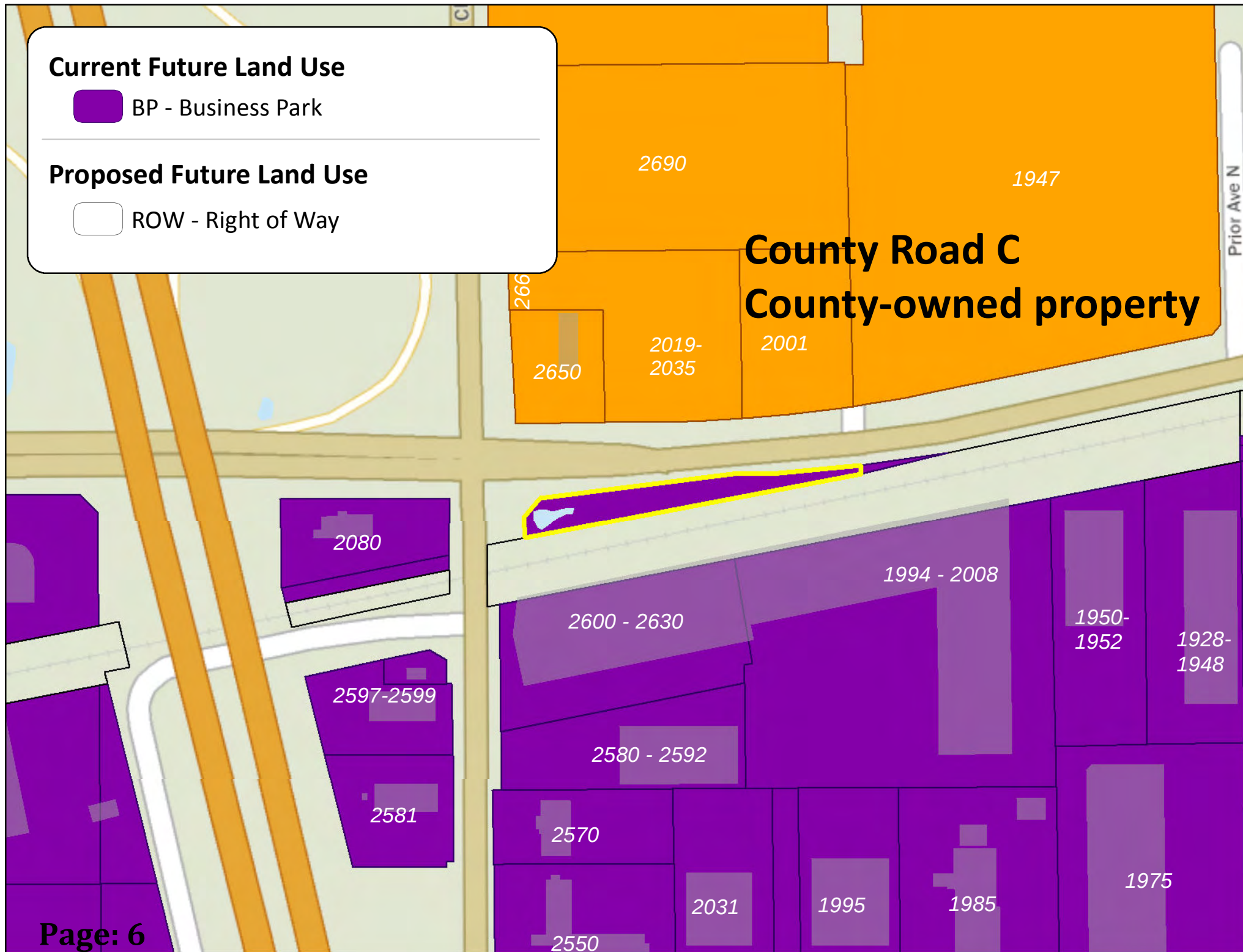


Current Future Land Use

 BP - Business Park

Proposed Future Land Use

 ROW - Right of Way

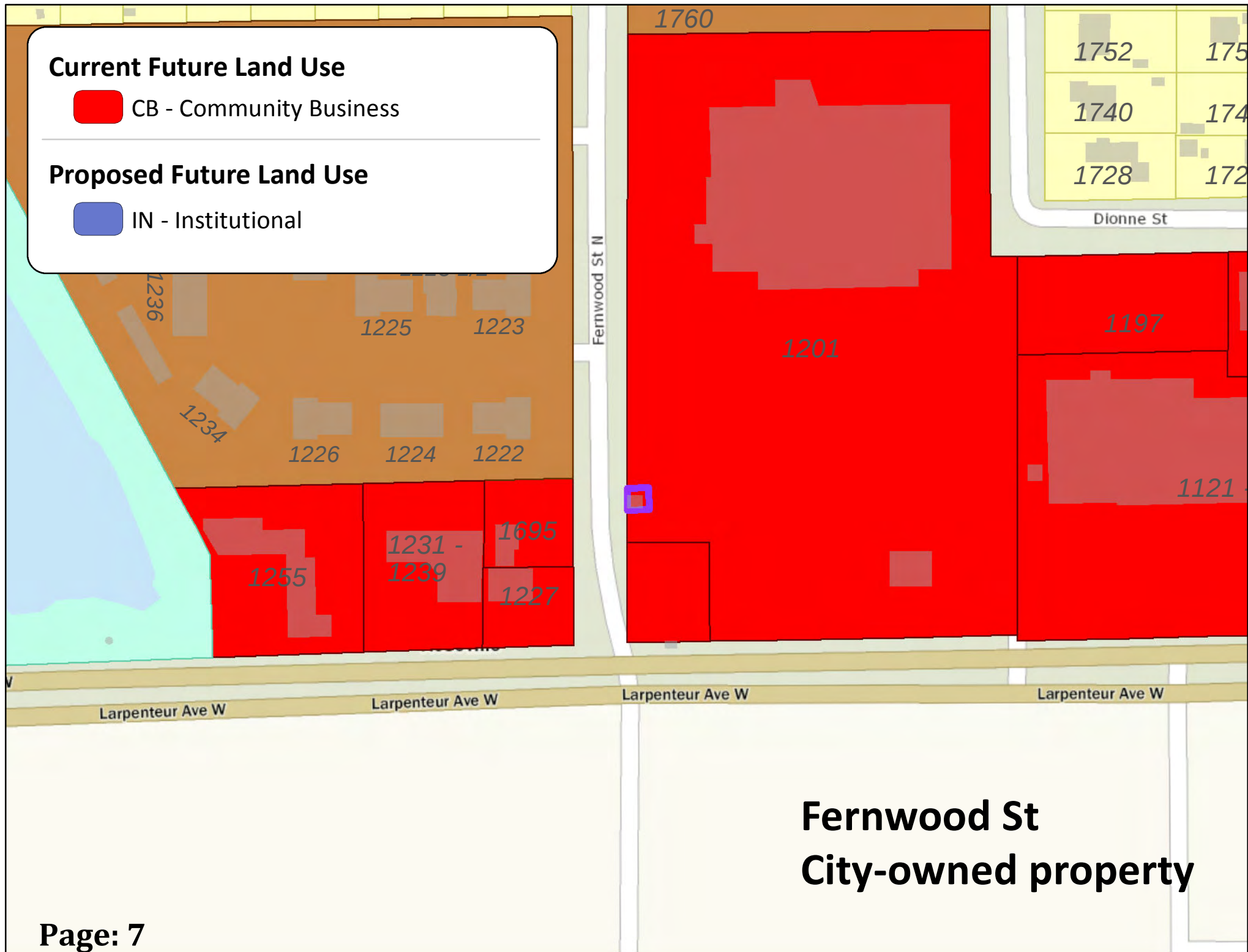


Current Future Land Use

 CB - Community Business

Proposed Future Land Use

 IN - Institutional



Current Future Land Use

 LR - Low Density Residential

Proposed Future Land Use

 ROW - Right of Way

Highway 36
State-owned property

1215

1205

1193

1183

1175

1165

1155

1145

1135

1125

2261

2255

St

Sherren St

Sherren St

Sherren St

Sherren St

1204

1194

1184

1174

1166

1156

1146

1136

1128

1110

2237

1205

1199

1193

1181

1175

1161

1153

1145

1139

1131

1125

1117

2231

Laurie Rd W

Laurie Rd W

Laurie Rd W

Lexington Ave N

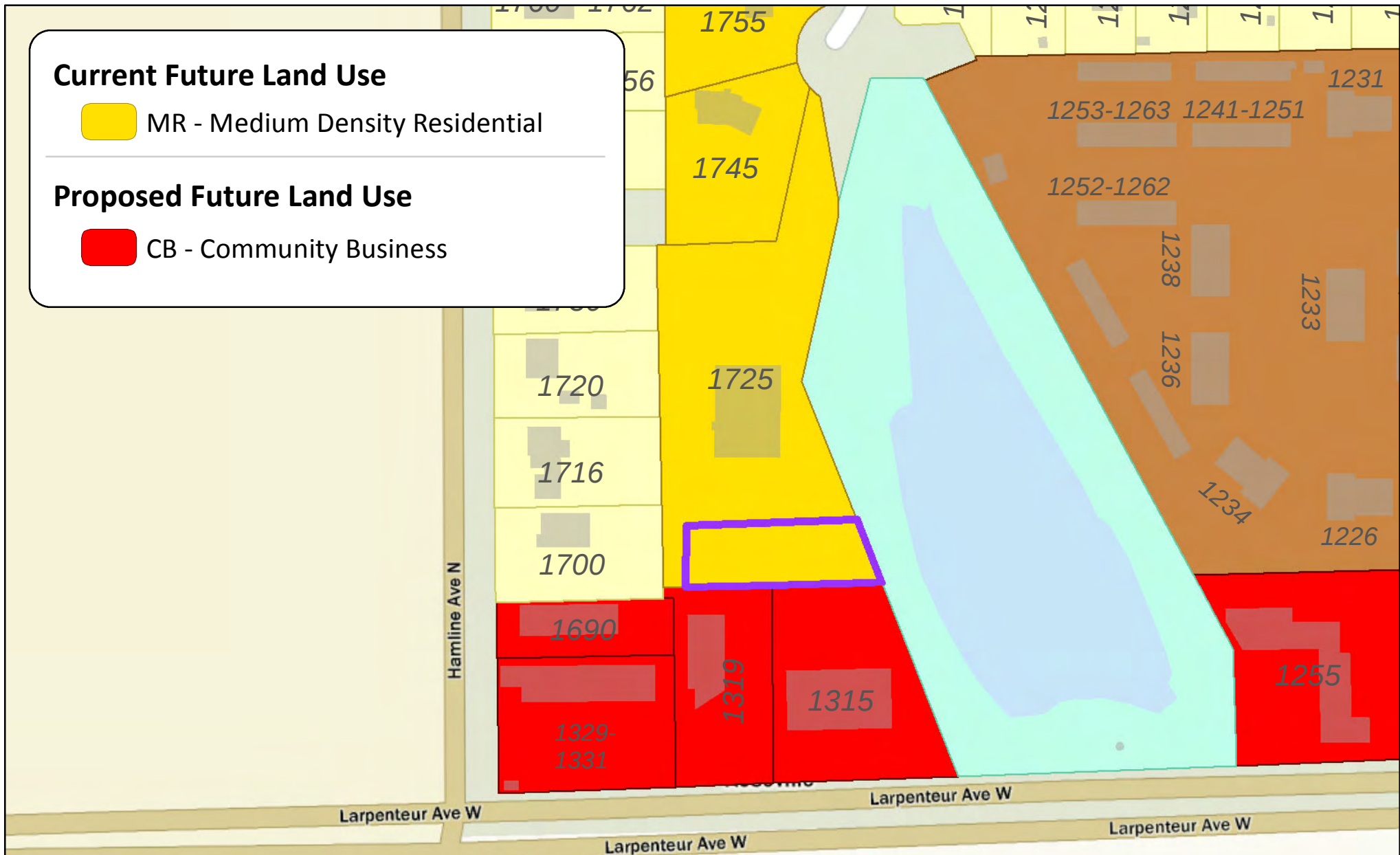
ve N

Current Future Land Use

 MR - Medium Density Residential

Proposed Future Land Use

 CB - Community Business



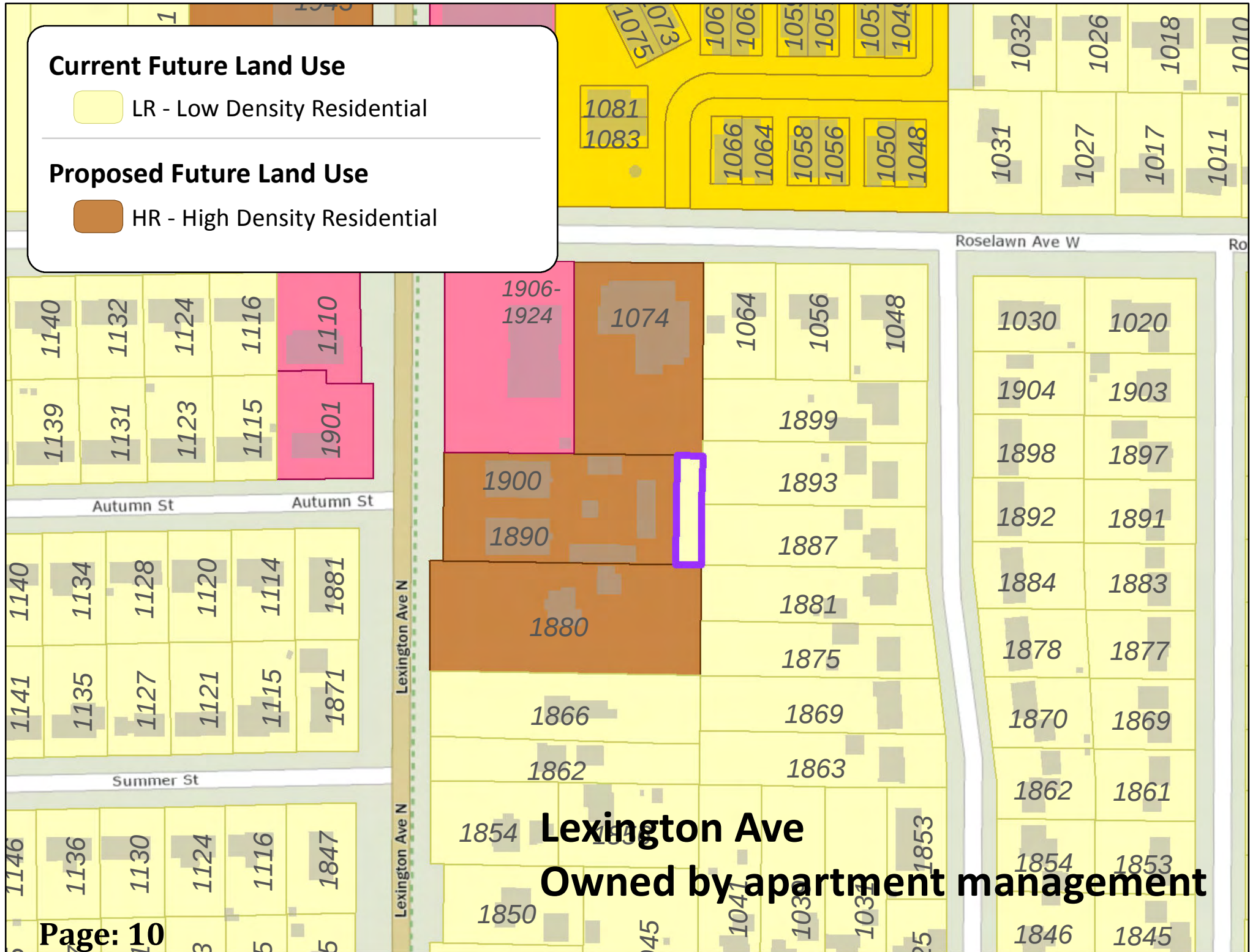
**Private property
Owned by business at 1315 Larpenteur**

Current Future Land Use

LR - Low Density Residential

Proposed Future Land Use

HR - High Density Residential



Current Future Land Use

 CB - Community Business

Proposed Future Land Use

 I - Industrial



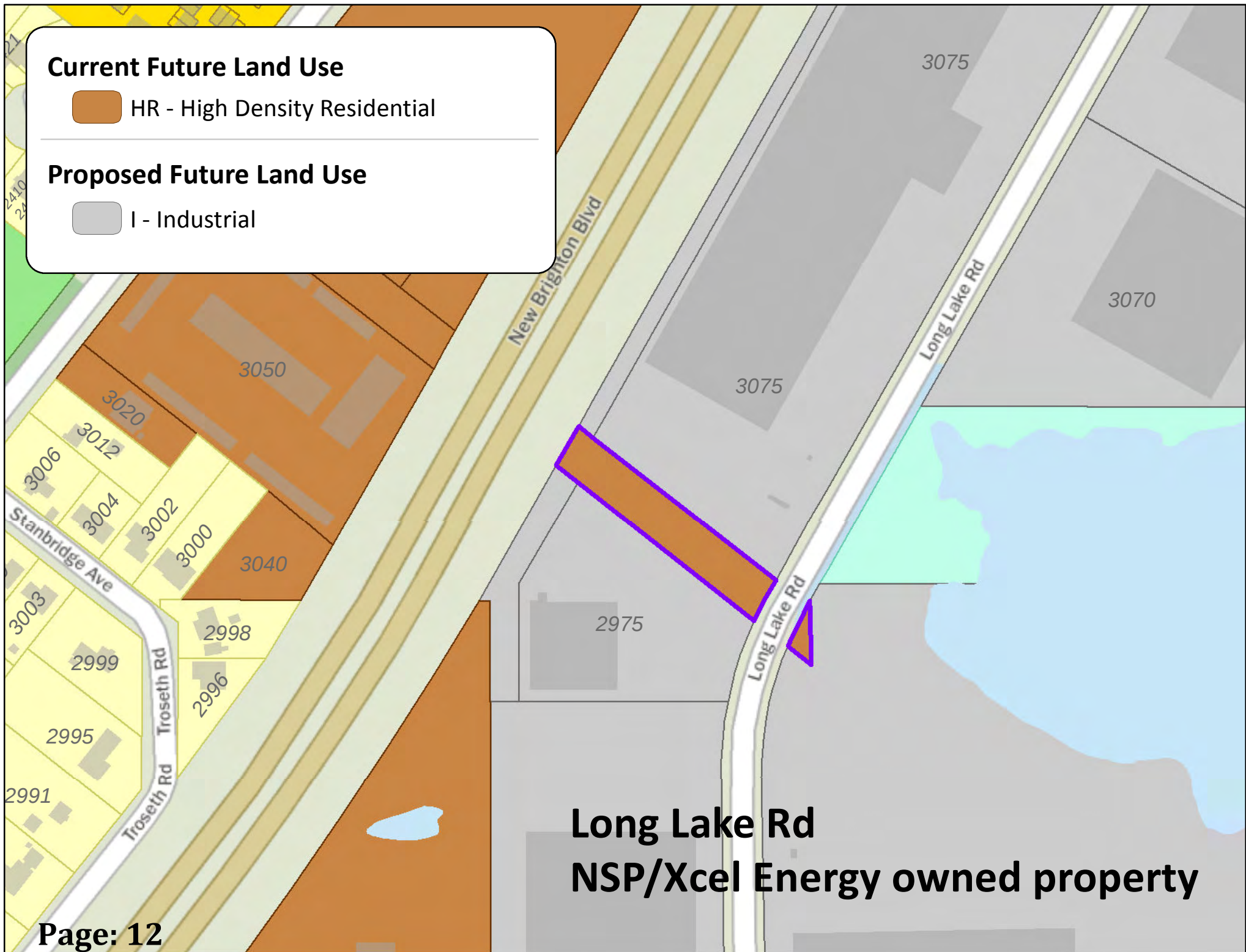
Long Lake Rd
MN Commercial railroad-owned property

Current Future Land Use

 HR - High Density Residential

Proposed Future Land Use

 I - Industrial

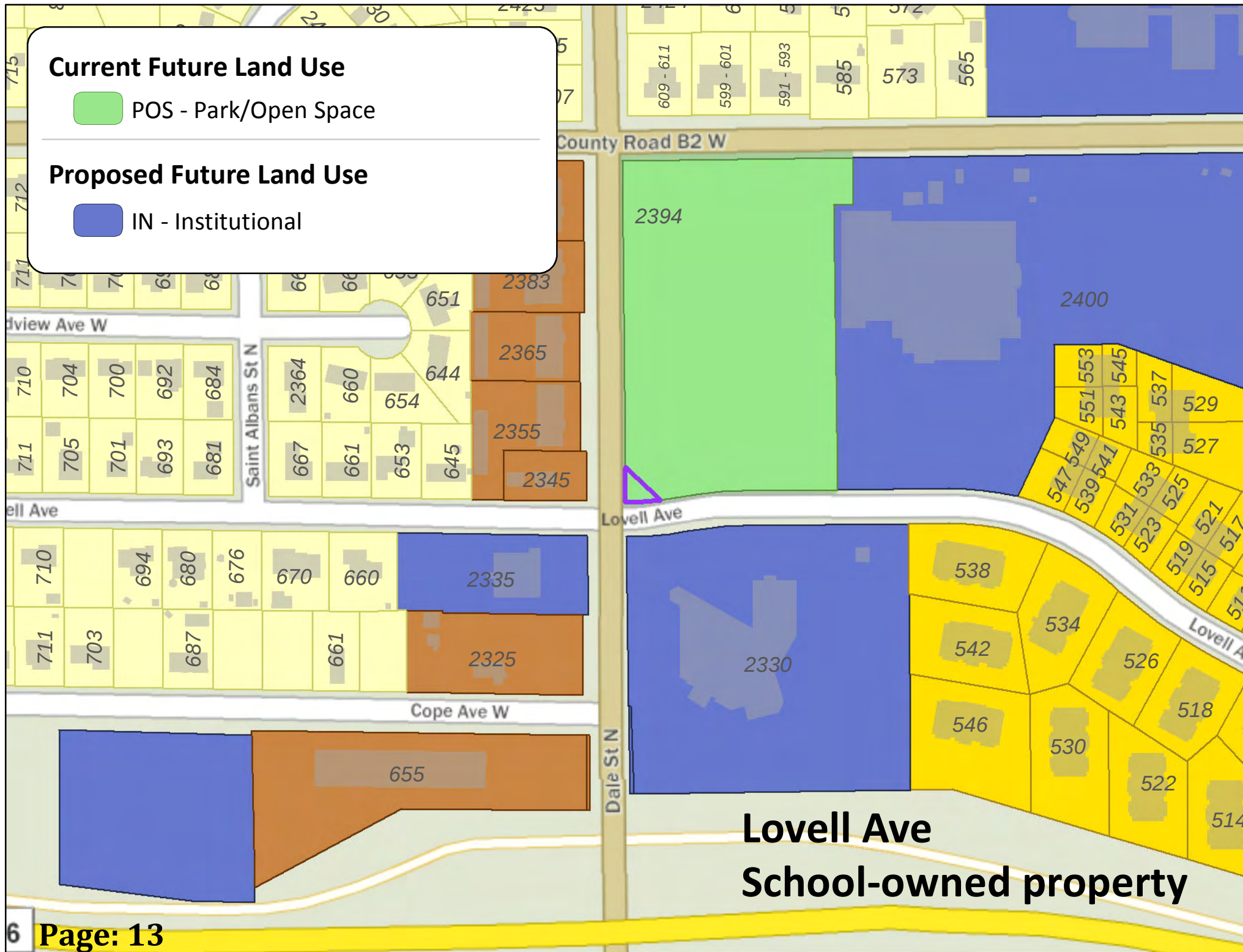


Current Future Land Use

 POS - Park/Open Space

Proposed Future Land Use

 IN - Institutional



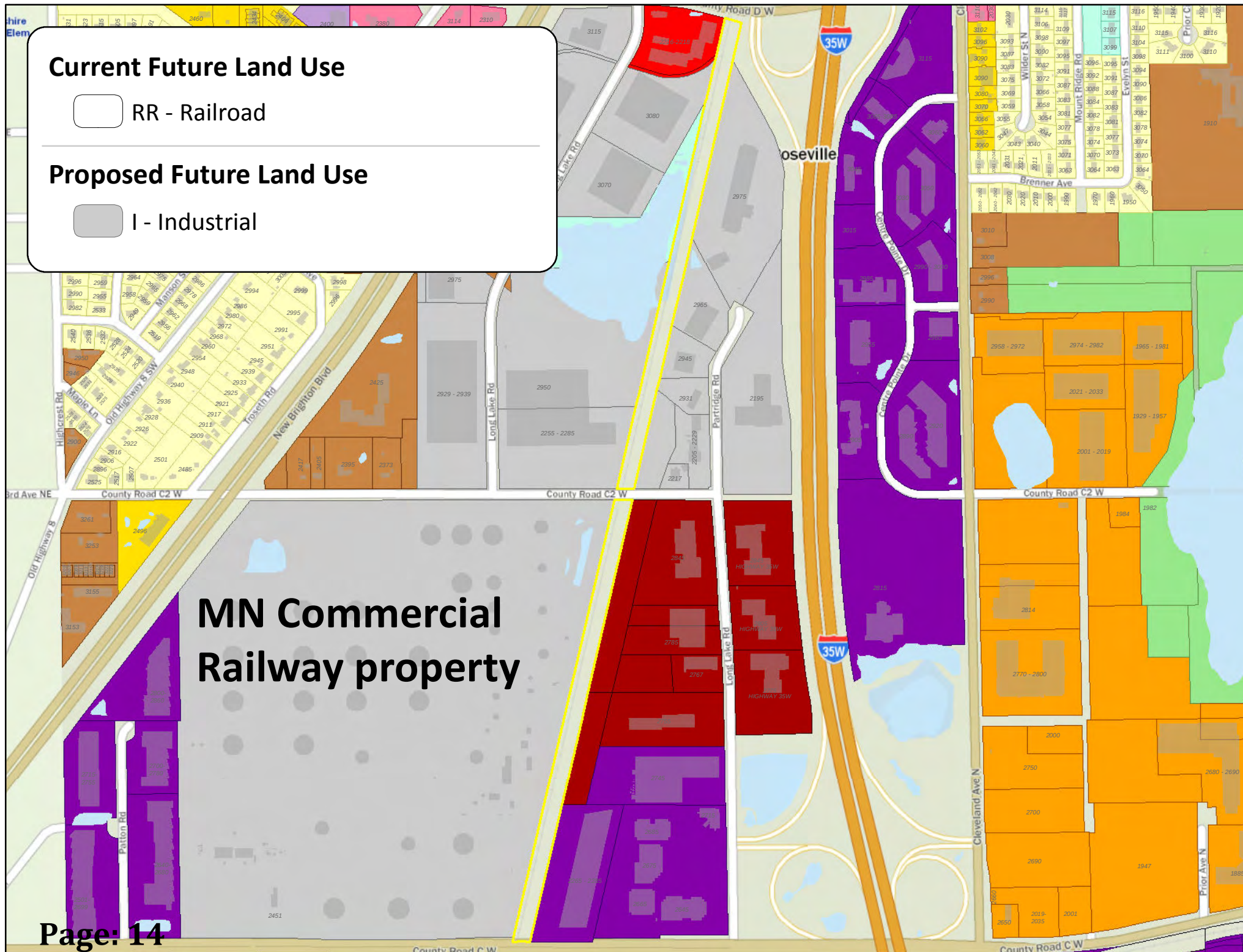
Current Future Land Use

 RR - Railroad

Proposed Future Land Use

 I - Industrial

**MN Commercial
Railway property**

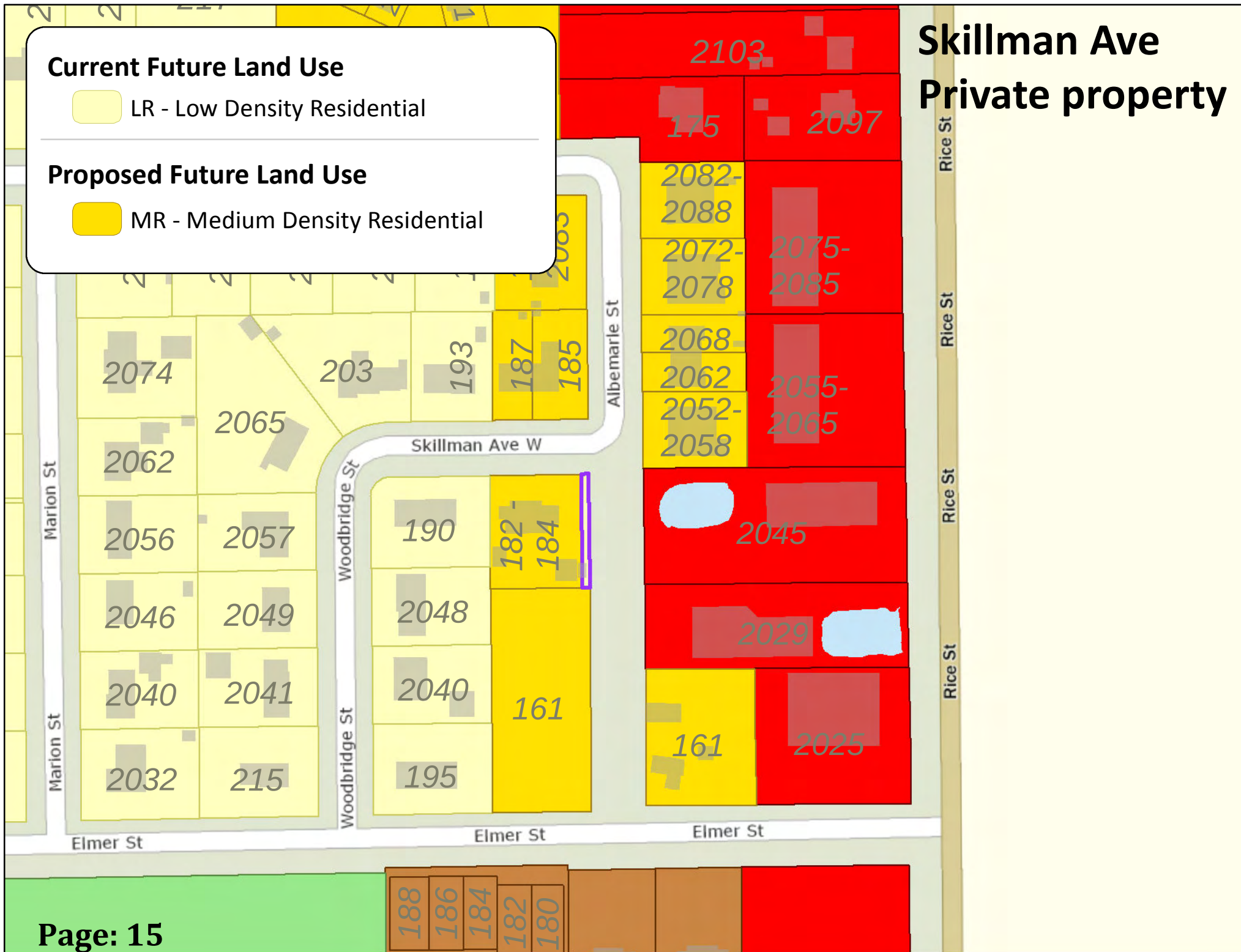


Current Future Land Use

 LR - Low Density Residential

Proposed Future Land Use

 MR - Medium Density Residential

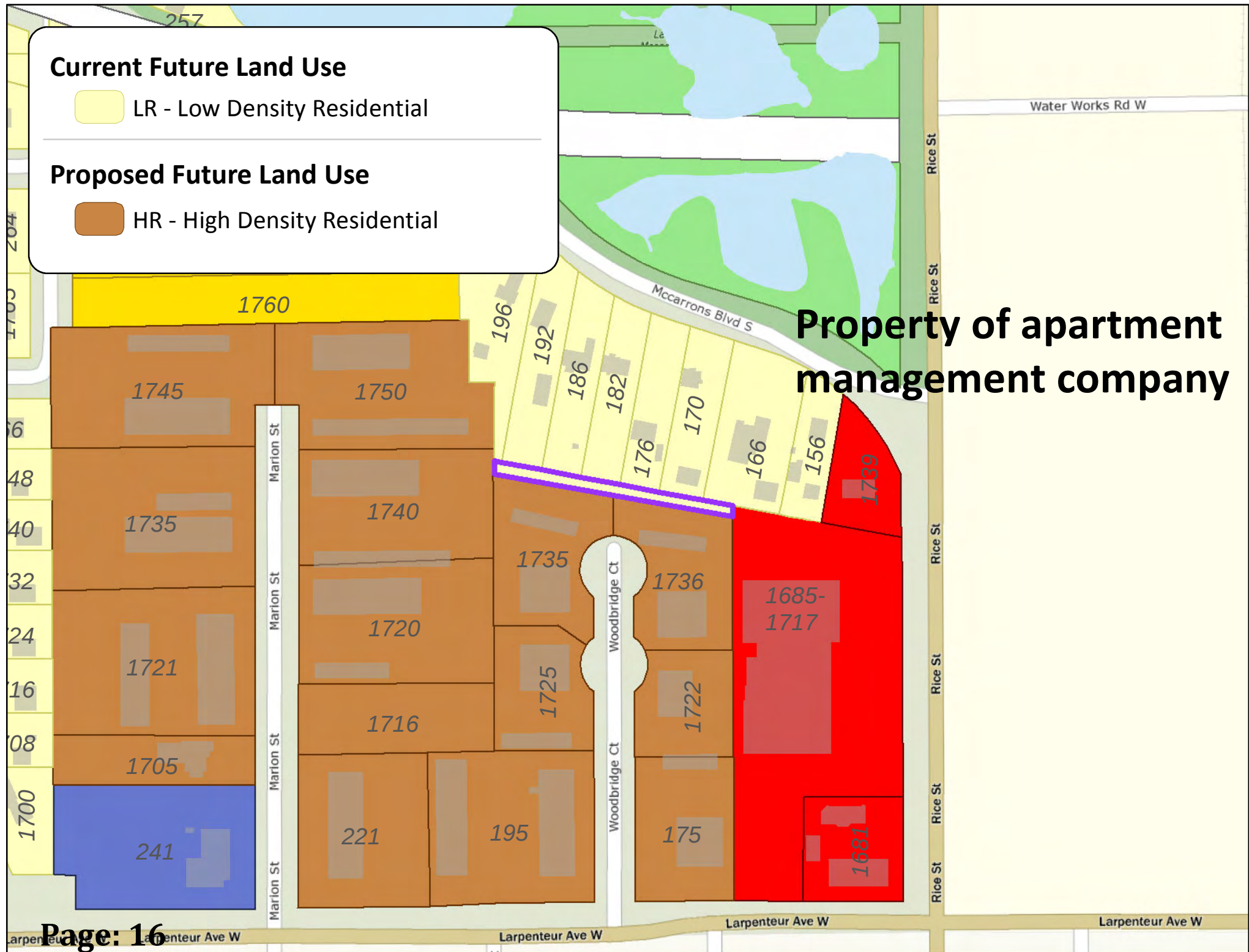


Current Future Land Use

 LR - Low Density Residential

Proposed Future Land Use

 HR - High Density Residential



OPEN HOUSE NOTES – 08/19/10

A couple of the property owners in the Grandview Avenue cul-de-sac were in attendance to seek information about the property change in their neighborhood. Planning Staff reviewed the slide of the small triangle of property owned by Concordia Academy at the intersection of Lovell and Dale, to be corrected from Park Open Space to Institutional.

A few residents living along Alta Vista Drive had questions regarding the parcel at 1708 Alta Vista Drive, to be corrected from Low Density Residential to Right-of-Way. The Planning Staff indicated that the County acquired the property to realign the intersection of Alta Vista Drive with Dale Street and that the land use designation has never was corrected.

The property owner on the Gold Eagle building was in attendance seeking clarification on what was occurring near his building and whether any of the changes would affect him. The Planning Division reviewed the slide which indicates two corrections; the first a City-owned lift station along Fernwood Avenue that will change from Community Business to Institutional and a parcel of land owned by the Solar Car Wash (currently used as a parking lot) that requires changing from Medium Density to Community Business.

A few of the property owners in the McCarron's Boulevard/Elmer Street area were in attendance to learn more about the Armory and the Institutional zoning classification. The Planning Division reviewed a number of area slides indicating corrections and discussed the Armory and the types of uses that would be supported by the proposed Institutional District.

Lastly, the Planning Division spent some time reviewing a number of the corrections in the McCarron's Lake area with a resident.

There were 10 property owners who attended the open house meeting. All thanked that Planning Staff for the information and clarification on the proposed change, with no one voicing an opposition to the changes.

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 18th day of October 2010 at 6:00 p.m.

The following Members were present:
and ____ was absent.

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

RESOLUTION NO. ____ A RESOLUTION AMENDING ROSEVILLE'S 2030 COMPREHENSIVE PLAN – LAND USE MAP TO CORRECT 16 PARCELS

WHEREAS, the Planning Division as a component of updating the Official Zoning Map located 16 lots and/or parcels that included an incorrect and/or inappropriate land use designations; and

WHEREAS, the Planning Division after review determined the appropriate land use designations for all 16 lots/parcels; and

WHEREAS, the Planning Commission on September 29, 2010 held the public hearing regarding the request Comprehensive Plan – Land Use Map corrections and voted (7-0) to recommend approval as presented by the City Planner;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to adopt COMPREHENSIVE PLAN – LAND USE MAP amendments for the following properties in Roseville:

PIN	Existing Future Land Use	New Future Land Use	Notes
152923430060	MR - Medium Density Residential	CB - Community Business	
152923440051	CB - Community Business	IN - Institutional	
132923110044	LR - Low Density Residential	MR - Medium Density Residential	
132923440011	LR - Low Density Residential	HR - High Density Residential	
102923440014	LR - Low Density Residential	ROW - Right-of-Way	
142923440014	LR - Low Density Residential	ROW - Right-of-Way	
042923430012	W - Water Ponding	ROW - Right-of-Way	
092923220019	BP - Business Park	ROW - Right-of-Way	
052923130002	RR - Railroad	I - Industrial	
142923320066	LR - Low Density Residential	HR - High Density Residential	
132923140014	POS - Park/Open Space	IN - Institutional	
122923320137	POS - Park/Open Space	IN - Institutional	
052923120003	CB - Community Business	I - Industrial	

032923340014	IN - Institutional	LR - Low Density Residential	
012923210066	LR - Low Density Residential	MR - Medium Density Residential	
052923210067	HR - High Density Residential	Split designation: I - Industrial / HR - High Density Residential	Only the portion southeast of County Road 88 changes to I - Industrial

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.

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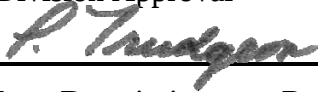
12

REQUEST FOR CITY COUNCIL ACTION

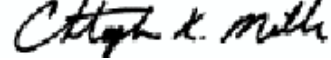
DATE: 10/18/2010

ITEM NO: 12 . b

Division Approval



Acting City Manager Approval



Item Description: Request to amend the Comprehensive Plan – Land Use Map designation of property directly west of 556 County Road C and also rezone accordingly (**PROJ0017**).

1.0 REVIEW OF REQUEST

- 1.1 At the Planning Commission's public hearing on June 2, 2010 regarding the Official Zoning Map, Cedric Adams, property owner of the smaller parcel east of Dale Street along County Road C, adjacent to (west) 556 County Road C, spoke in opposition of the proposed Comprehensive Plan – Land Use Designation on his and the adjacent (west/corner) property. Mr. Adams indicated to the Planning Commission that he has plans to construct a single family home on his parcel which is currently zoned R-1, Single Family Residential. Mr. Adams also stated that he felt the adjacent property, given the elevation change, should also be guided for low density residential use.
- 1.2 Staff indicated that he did not believe that this parcel was an anomaly, but that the Commission could take action to recommend that the City Council consider and/or direct the Planning Staff to process a Comprehensive Plan Land Use Amendment.
- 1.3 The Planning Commission had discussion clarifying each of the properties and their current and proposed zoning designation; whether to add the parcel(s) to the list of anomaly properties or recommend to the City Council a Comprehensive Plan Amendment; and previous and confusing designation of one of the properties improperly guided to Open Space.
- 1.4 After discussion, the Planning Commission voted to recommend that the City Council consider a land use and zoning change for 556 County Road C (PIN# 12-29-23-22-0003) from a current land use designation of High Density to Low Density Residential and a zoning classification of LDR-1.

2.0 STAFF COMMENTS/RECOMMENDATIONS

- 2.1 On August 23 the Planning Division sought direction from the City Council regarding the subject undeveloped parcel. The City Council recommended that the Planning Staff conduct the necessary open house (slated for September 30) and hold the required public hearing.
- 2.2 After the August 23, 2010 City Council meeting, the Planning Division meet to review and consider the requested change. After reviewing historical maps, the topography of the area, and considering the property owner's request, the Planning Division concluded that it could support the requested land use map change.

- 2.3 On September 28, 2010, the Planning Division held the required open house regarding the proposed land use designation change. At the meeting three property owners for the direct neighborhood attended and did the two property owners of the subject site. The three property owners/residents were in attendance to learn more about the proposal and did not have any issues or concerns with the proposed change.
- 2.4 The Roseville Planning Division recommends that the property directly west of 556 County Road B, identified as PIN# 12-29-23-22-0003, have a Comprehensive Plan - Land Use Map amendment from High Density Residential to Low Density Residential and a subsequent Rezoned (to be addressed with the final Official Zoning Map).

3.0 PLANNING COMMISSION ACTION

- 3.1 At their meeting of October 6, 2010, the Roseville Planning Commission held the duly notice public hearing regarding the land use designation and subsequent rezoning of the vacant undeveloped parcel adjacent to 556 County Road C (the Cedric Adams property). There were no citizens at the meeting to address the Commission and Commissioners did not have any specific questions of the Planning Staff regarding the subject change.
- 3.2 The Planning Commission voted 6-0 to recommend approval a Comprehensive Plan – Land Use Map Amendment for the property directly west of 556 County Road C (identified as PIN# 12-29-23-22-0003) from High Density Residential to Low Density Residential and a subsequent Rezoned (to be addressed with the final Official Zoning Map).

4.0 SUGGESTED CITY COUNCIL ACTION:

ADOPT A RESOLUTION APPROVING A COMPREHENSIVE PLAN – LAND USE MAP AMENDMENT for the property directly west of 556 County Road C (identified as PIN# 12-29-23-22-0003) from High Density Residential to Low Density Residential and a subsequent Rezoned (to be addressed with the final Official Zoning Map).

Prepared by: Thomas Paschke, City Planner
Attachments: A: Site Map
B: Resolution

Cedric Adams Property

Attachment A



Prepared by:
Community Development Department
Printed: September 14, 2010



Site Location

LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (8/30/2010)
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.

0 100 200 Feet



mapdoc: planning_commission_location.mxd

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 18th day of October 2010 at 6:00 p.m.

The following Members were present:
and _____ was absent.

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

**RESOLUTION NO. _____
A RESOLUTION AMENDING ROSEVILLE'S 2030 COMPREHENSIVE PLAN – LAND
USE MAP TO CHANGE THE DESIGNATION OF THE CERDIC ADAMS PROPERTY**

WHEREAS, the City Council directed the Planning Division to reconsider the Comprehensive Plan – Land Use Designation of the vacant parcel west of 556 County Road C; and

WHEREAS; the Planning Division held the required open house regarding the Comprehensive Plan – Land Use Map change/correction on September 28, 2010, where there area residents and the property owners attended, all supporting the change from High Density Residential to Low Density Residential: and

WHEREAS, the Planning Commission on October 6, 2010 held the public hearing regarding the Comprehensive Plan – Land Use Map change for the Adams property, at which meeting no citizen were present (other than the property owners) and where the Planning Commission voted (6-0) to recommend approval of the Comprehensive Plan – Land Use Map change from High Density Residential to Low Density Residential;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to adopt a COMPREHENSIVE PLAN – LAND USE MAP AMENDMENT changing the designation from High Density Residential to Low Density Residential for the following property in Roseville:

Cedric Adams Parcel – 12-29-23-22-0003

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

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Comprehensive Plan - Land Use Map Amendment Cedric Adams

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 October 2010 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 18th day of October 2010.

Christopher K. Miller, Acting City Manager

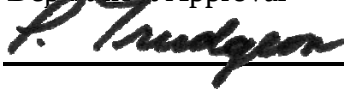
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REQUEST FOR CITY COUNCIL ACTION

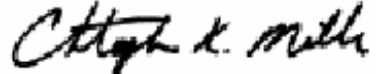
DATE: 10/18/2010

ITEM NO: 12 . c

Department Approval



Acting City Manager Approval



Item Description: Request to change the Comprehensive Plan – Land Use Designation and Zoning of property at 3253 and 3261 Old Highway 8 (**PROJ004 and 0017**).

1.0 BACKGROUND

1.1 During the City Council's discussion regarding the Official Zoning Map on July 12, 2010, a citizen addressed the Council seeking a change to the current land use designation of 3253 and 3261 Old Highway 8 from the existing High Density Residential to Low Density Residential.

1.2 The City Council directed the Planning Division to proceed through the process to amend the current Comprehensive Plan – Land Use Designation by holding the required Open House and public hearing seeking the input from the property owners and area property owners.

2.0 STAFF COMMENTS/RECOMMENDATION

2.1 The subject two properties along with property to the east and south have had a Comprehensive Land Use guiding of High Density at least since the late 1970's. In 2000 the Woodsedge Townhomes (directly south), a medium density residential development, was approved and constructed and in 2001 the Roseville Commons Condominium, a high density residential development (directly east), was approved and constructed.

2.2 In review of other adjacent parcels, the Executive Manor Condominiums, a high density development, lies south of the Woodsedge Townhomes; single family homes and a few duplexes/townhomes that are medium density lie across Long Lake Road; and directly west across Old Highway 8 is town home development that would be considered medium density.

2.3 Given the location of the two parcels at the intersection of Old Highway 8 and Long Lake Road, and given the existing density in the direct area, the Planning Divisions does not see a compelling reason to reduce the density from high to low. Further, neither the 2000 town home project directly south of 3253 Old Highway 8 nor the 2001 condo project directly east of 3261 Old Highway 8 are considered medium density developments. The following statement was provided in the Request For City Council Action in 1999:

The City's Comprehensive Plan map designates this area for High Density Residential. The zoning of the site is Limited Business District "B-1". The zoning would be revised to R-PUD with an underlying zone of R-6, Townhouse District. High density allows residential developments from 10 to 36 units per acre.

And although 10 units an acre is deemed medium density under the new Comprehensive Plan, the site has never been changed from it high density land use designation. The

condo building at 2496 County Road C2 would have been subject to the requirement of being able to utilize no more than 25% of the wetland portion of the lot for lot area purposes, which reduces that lot size dramatically, to where the site is considered a high density development of more than 12 units per acre.

2.4 The Land Use Designation history of these parcels dates back to 1980 when the triangle (bound by County Road C2, Highway 88 and the city limits) was designated high density residential. However, in 1994 the parcel on which the condo was constructed was changed to medium density residential “preferably for a townhome PUD similar to other projects in the area and in the adjacent community of St. Anthony” (quote directly from 2004 Comprehensive Plan Book). The site did not develop as a townhome project of a medium density but instead it was developed as a three-story 30-unit condo which has been determined to be a high density residential development by the Planning Division.

2.5 At the June 2, 2010 Roseville Planning Commission meeting where the revisions to the Official Zoning Map were discussed, Ms Van Kalipe 3155 Old Highway 8 addressed the Commission with the following: *Ms. Kalipe reviewed the current peaceful, pedestrian-friendly nature of her area and expressed concern that the five-(5) intersection triangle parcel proposed for land use designation as HDR and potential redevelopment, would seriously impact traffic in a negative sense. Ms. Kalipe advocated keeping the zoning designation as current, R-1.*

2.6 On July 12, 2010, the Planning Division discussed the proposed Official Zoning Map amendments with the City Council. At this meeting there were a number of citizens present to address the Council. The following is a review of the comments, discussion and direction of the Council regarding 3253 and 3261 Old Highway 8: Ms. Van Kalipe, a resident of the Executive Condominium complex, noted the current zoning of this adjacent property, and proposed zoning for HDR, and questioned that designation at this busy five intersection corner and safety issues for the heavily used pedestrian area and current wooded area represented by this lot. Ms. VanKalipe noted interest of one area resident in purchasing the property for preservation, and discovery of drainage issues. Mr. Trudgeon stated that the two residential parcels are currently zoned Single Family Residential with the Comprehensive Plan guiding of High Density Residential. After further discussion, it was the consensus of the City Council that this item be added for further consideration along with staff’s list under Section 3.0, as Item “d;” with Council direction to staff to reconsider the zoning designation of this property.

2.7 On July 28, 2010, the Planning Division held the public open house regarding approximately the two parcels along with the other anomaly properties. Only the property owner’s representative of the 3253 Old Highway 8 property was in attendance to comment that he was opposed to the change in land use designation from the current high density residential designation to low density residential.

2.8 Based on the history and development of the area, the Roseville Planning Division recommends that the Comprehensive Plan – Land Use Map designation remain High Density Residential on 3253 and 3261 Old Highway 8.

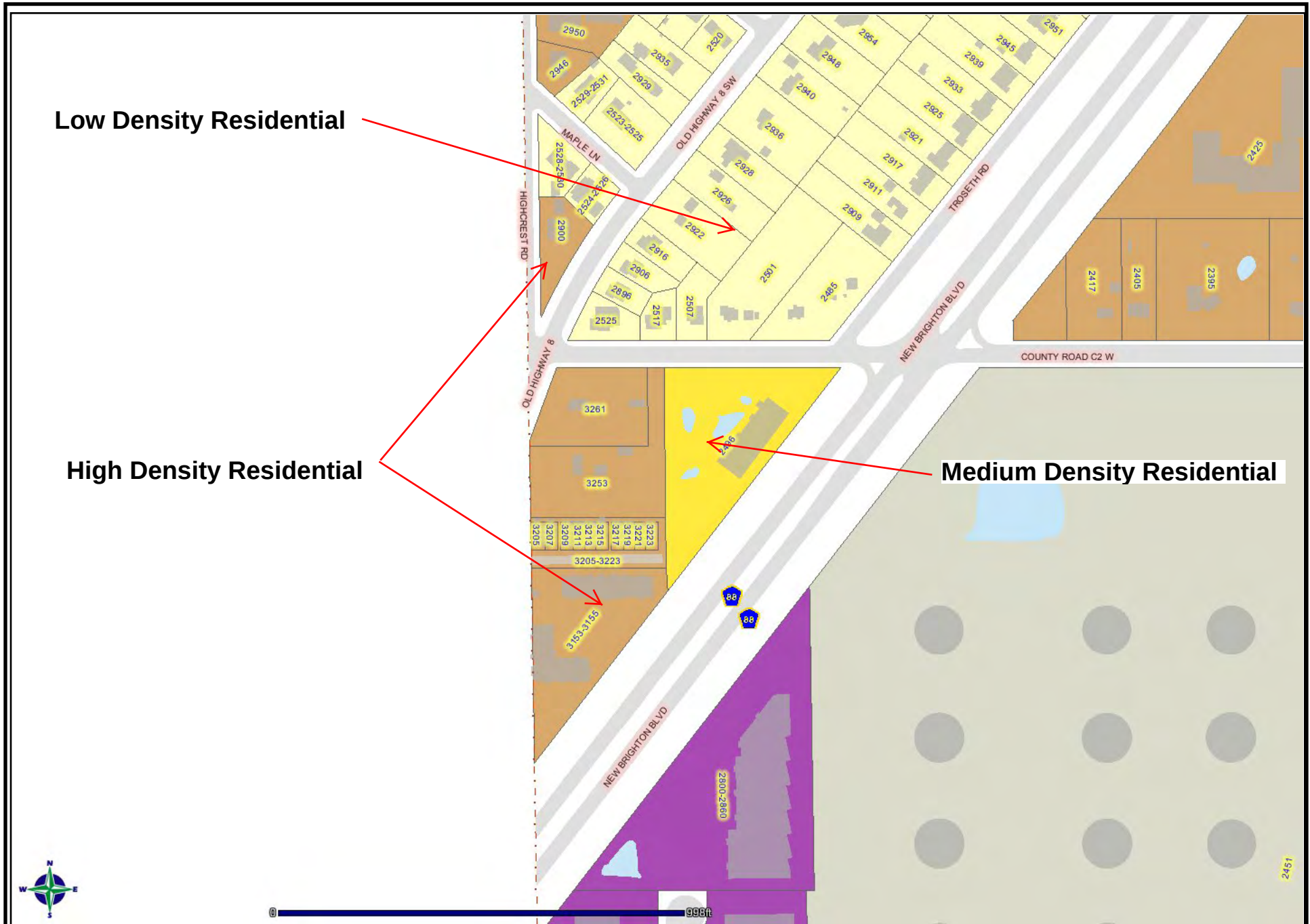
3.0 PLANNING COMMISSION ACTION

- 76 3.1 On September 29, 2010 the Roseville Planning Commission held the public hearing
77 regarding the subject two parcels. A number of area residents addressed the Commission
78 voicing their opposition to the designation of high density residential. The City Planner
79 clarified that the area, including the subject two parcels are or have been designated
80 and/or developed high density residential since 1979 and that the action is to change to
81 two parcels currently zoned single family residential to low density residential.
- 82 3.2 The two property owners and/or owner representatives addressed the Commission
83 indicating that they wanted the designation to remain. The property owner representative
84 of 3253 Old Highway 8 indicated he had a purchase agreement to sell the property for a
85 multi-family development consistent with the current comprehensive plan designation
86 and that changing this site for no apparent reason would jeopardize the sale and change
87 the value of the land that he has been attempting to sell for the family trust for the past 3
88 years.
- 89 3.3 The proposed developer spoke in opposition of the change to low density development
90 indicating that few if any developers would purchase either or both of the subject lots and
91 attempt to redevelop with single family homes when the area is mostly high density
92 residential.
- 93 3.4 The Planning Commission had a few questions for the City Planner pertaining to adjacent
94 developments and past land use designations and zoning of the property. The
95 commission was also concerned about a low density designation's appropriateness.
- 96 3.5 The Planning Commission voted 5-2 to recommend to the City Council that the
97 Comprehensive Plan – Land Use Designation be changed from High Density Residential
98 to Medium Density Residential for the two properties located at 3253 and 3261 Old
99 Highway 8.
- 100 **4.0 SUGGESTED CITY COUNCIL ACTION**
101 **Should the City Council determine that the existing designation of High Density**
102 **Residential is appropriate and does not merit or warrant a correction, then no**
103 **action is necessary. However, should the City Council determine that a correction**
104 **of the existing Comprehensive Plan - Land Use Designation is warranted, then the**
105 **City Council shall adopt a resolution amending the existing land use designation for**
106 **the two parcels at 3253 and 3261 Old Highway 8 from high density residential to**
107 **either medium density or low density residential.**

Prepared by: Thomas Paschke, City Planner
Attachments: A: Site Map
B: Email Comments
C: Resolution
D: Owner/Developer Comments

Comprehensive Plan Land Use Designations

Attachment A



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

SOURCES: City of Roseville and Ramsey County, The Lawrence Group; August 2, 2010 for City of Roseville data and Ramsey County property records data, August 2010 for commercial and residential data, April 2009



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SOURCES: City of Roseville and Ramsey County, The Lawrence Group; August 2, 2010 for City of Roseville data and Ramsey County property records data, August 2010 for commercial and residential data, April 2009

Thomas Paschke

From: Margaret Driscoll
Sent: Friday, August 27, 2010 8:38 AM
To: Pat Trudgeon; Thomas Paschke
Subject: FW: Bahe/High Density Residential re-zoning

[Do you have this email on record?](#)

From: [REDACTED]
Sent: Wednesday, June 09, 2010 9:19 PM
To: *RVCouncil
Subject: Bahe/High Density Residential re-zoning

Hello City Council,

I live in Executive Manor condominiums near 33rd/County C2 and Old Highway 8. I would like to express my dissatisfaction with the rezoning of my neighborhood to high-density. Please let me know when the hearing/meeting is for the vote on this topic as I would like to express my disapproval of the rezoning of my neighborhood. Thank you.

Ryan Bahe

--

Ryan Bahe

Cell: [REDACTED]

Office: [REDACTED]

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Thomas Paschke

From: T Grahek [REDACTED]
Sent: Wednesday, September 01, 2010 9:50 PM
To: Thomas Paschke
Subject: RE: High to low density analysis from tonights meeting

Thanks for all of this. You mentioned during the meeting to email our comments. I am speaking on behalf of my mother-in-law Susan Diane Dunn at 3203 Old Hwy 8. I also live in St Anthony.

My comments:

-the house is very un-kept and the grass even now is a foot tall. The mailbox is rusted and crooked. Until there is a buyer can they mow the lawn and fix the mailbox because it brings down the neighborhood? I have called the housing inspector 2 weeks ago about this already no response.

-The turn off 88 feeds cars onto old Hwy 8 at a VERY fast MPH. I have seen at least one accident with a car hitting someone at the stop sign on old hwy 8 with a car coming from 88 too fast.

-Continuing to keep it high density will increase cars on this short road and back up that 5 way stop.

-the Wilshire school that is close by also will see increased cars and the playground is on that side of the road.

-if you change the 5 way stop to a stop light there is not enough room on the south side of old hwy 8 to handle the backed up traffic

-I often see traffic backed up from the stop sign on old hwy 8 all the way past her townhouse turn. High density will make it worse.

Thanks for hearing us out

Tom Grahek
2601 36th ave ne
st anthony

From: thomas.paschke@ci.roseville.mn.us
To: [REDACTED]
Date: Fri, 27 Aug 2010 08:06:17 -0500
Subject: RE: High to low density analysis from tonights meeting

It was the July 12 City Council meeting – below is an excerpt of the very brief discussion.

Ms. Van Kalipe, 3155 Old Highway 8

Ms. VanKalipe, a resident of the Executive Condominium complex, noted the current zoning of this adjacent property, and proposed zoning for HDR, and questioned that designation at this busy five intersection corner and safety issues for the heavily used pedestrian area and current wooded area represented by this lot. Ms. VanKalipe noted interest of one area resident in purchasing the property for preservation, and discovery of drainage issues.

Mr. Trudgeon noted that this property is currently LDR, with the Comprehensive Plan guiding toward HDR.

After further discussion, it was the consensus of the City Council that this item be added for further consideration along with staff's list under Section 3.0, as Item "d;" with Council direction to staff to reconsider the zoning designation of this property.

The second statement in the above is incorrectly stated. The Comprehensive Plan has guided the parcels since at least 1979 as High Density. However the two parcels are currently zoned Single Family Residential and would be rezoned to High Density Residential to be consistent with the guiding.

From: T Grahek [REDACTED]
Sent: Thursday, August 26, 2010 9:59 PM

Thomas Paschke

From: Pat Trudgeon
Sent: Wednesday, August 25, 2010 4:37 PM
To: Thomas Paschke; Bryan Lloyd
Subject: FW: Proposed zoning change

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

From: [REDACTED]
Sent: Wednesday, August 25, 2010 4:30 PM
To: Pat Trudgeon
Cc: *RVCouncil; 'Tate-Lunde, Barb'
Subject: Proposed zoning change

We would like to attend the Roseville Planning Commission meeting this evening, August 25; however, we do not get out of work until well after the meeting begins. Thus this E-mail.

We understand that there is a proposed zoning change before the Planning Commission for a piece of property on Old Highway 8, near 33rd Ave NE (also called County Road C2). The proposal is to change the zoning from high density to low density residential. Although we live in St. Anthony, we live within 1.5 blocks of that property and strongly support that change to the lower density residential zoning. We believe there is already sufficient "high" density residential development in the immediate area of that property:

- A medium size townhouse development exists directly across Old Highway 8 in ST. Anthony.
- A small townhouse development exists adjacent to the "south" property line of the site.
- A 3 story condominium development exists adjacent to the "east" property line of the site.

Additional high density housing would add ever more traffic, noise, pollution and road damage to the local streets, including 33rd Ave NE. It should be noted that St. Anthony Middle and High School are within 3 blocks of the site on 33rd Ave NE. 33rd Ave NE is already a heavily traveled street especially during rush hour; in addition, adding additional traffic would further impact the safety of the students that attend St. Anthony schools.

Again we strongly support changing the zoning from high density to low density. Please call Martin if you have questions..Martin's cell number is 612-968-2841. Thank you for this opportunity to voice our opinion at the Planning Commission meeting.

Martin and Barbara Lunde, PE
3425 33rd Ave NE
St. Anthony, MN 55418

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Thomas Paschke

From: [REDACTED]
Sent: Wednesday, August 25, 2010 7:53 AM
To: Thomas Paschke
Subject: Old Highway 8 - Public Hearing

Hello Thomas,

I live at 3609 33rd Avenue NE just across the street and one house in from the property at 3261 Old Highway 8. The "high density" land use designation proposal is concerning. I am interested in attending the public hearing and have a few questions:

Where is the hearing located tonight at 5:30?

What is the current designation of these two properties?

What types of buildings are permitted in "low density" vs. "high density" land use designations?

Any other background on the issue/proposal that I should be aware of?

Thanks,
Brian Buck

Thomas Paschke

From: Jason Hagen [REDACTED]
Sent: Tuesday, September 28, 2010 8:31 AM
To: Craig Klausing; Thomas Paschke
Cc: Karen Hagen
Subject: September 29th planning meeting

Thomas and Craig

I am writing in reference to the September 29th planning meeting. My spouse and I support changing the comprehensive land use plan designation on two parcels from high density residential to low density residential. The two parcels are 3253 Old Highway 8 and 3261 Old Highway 8. As adjacent landowners to the these parcels, we believe that high density residential development will have a negative impact on the livability of our residential neighborhood. By placing high density housing adjacent to low density housing with no buffer, we believe our property values will be negatively affected. We also believe that high density development will introduce unacceptable levels of noise pollution, light pollution, increased crime and increased traffic. We have strong concerns that any development is likely to increase non-owner occupied housing.

Because this matter is so important to the livability of our area, we will also attend the public hearing in person.

Respectfully,

Karen J. Hagen and Jason S.J. Hagen
2485-CRD. C2 West
Roseville, Mn 55113
[REDACTED]

October 13, 2010

Subject: Changing the 2030 Comprehensive Land Use Plan Designation of 2 parcels from High Density Residential and the subsequent removing of the same parcels from High Density Residential to Low Density 1, Single Family Residential.

Sites: 3253 Old Hwy 8
3261 Old Hwy 8

Community First Development, LLC, acting as builder/developer (3253 & 3261) and agent (3261) for above subject properties, has been completing necessary due diligence to proceed with building. Based on the information in the 2030 Comprehensive Plan and the proposed Zoning Code draft of 7/16/10, we moved forward with planning. At all times during our the process, we insured we could approach the city without asking for variances or concessions of any kind.

The 2030 Comprehensive Plan that is under consideration of change is a document, along with *Imagining Roseville 2025*, that has been used by city planners since it was written in 1980. This Plan, adopted 10/26/09, was to be followed by a rewriting of the Zoning Code. The code presently in use was written in 1959. As of today, is still in the process of being finalized. (latest draft to our knowledge, 7/16/10)

Items to consider before changing the designation of HDR on above subject parcels:

The 2030 Comprehensive Plan was written in 1980. Thus, developers, realtors and purchasers of property in this area have been aware the density modifications and have planned, or should have planned, accordingly. The "market" and "need" described in the two documents has not changed. In fact, the need for more housing in this community could increase substantially, requiring even more HDR property.

The following information has been gleaned from published information including, *Imagining Roseville 2025* and the *2030 Comprehensive Plan for Roseville*. Both documents were written to lead community growth over the next twenty years

* Demographics of Roseville (2030 Comp. Plan, Chapter 6 - Housing):

The city of Roseville has increased in size while the household size has decreased causing a large demand in the number of units of housing. Between 2000 and 2030 there will be a need for nearly 2,000 housing units. The increase of 26 acres from LDR to HDR in the Comprehensive Plan will be offset by the 24 acres scheduled to change from residential to nonresidential according to the Plan.

* *Imagining Roseville 2025* (Housing):

Strategy B, item 2., Increase residential density to reduce costs. The overall planning, using this strategy, will assist in securing sufficient, diverse and affordable housing for the entire community.

OCT 13 2010

* 2030 Comprehensive Plan, pages 6 - 8:

It's mentioned there is a concern within the community of a future overabundance of age-restricted housing. HDR units that have no age-restriction and are larger than the typical senior unit, provide diversity and give the growing population of active seniors with an option suitable to their desired lifestyle. As noted in *Imagining Roseville 2025*, this kind of thinking and foresight could provide diverse and affordable housing for all kinds of families in Roseville.

* Notes from the Metropolitan Council:

A directive from the System Statement -- "develop strategies to increase density and infill development". The Metropolitan Council has projected the population of Roseville to increase by 13% by 2030.

* *Trading Places*, Star Tribune 7/21/10:

Nearly 1 in 4 residents in Roseville is over 64, making it one of the five oldest cities outside of the Sun Belt. Many of these are long time residents and want to stay in the area, close to family, friends and church. (This is one of the reasons for the decrease in household size.) Typically, these "empty nesters" are looking for a place to live without the care and maintenance of a house. They aren't necessarily looking for a nursing home or even an assisted living home. They are still active and need space for their "stuff", and have room to bring the family home and entertain their friends.

* Please note that all of the recent development, since 1980 and the 2030 Comprehensive Plan, south of County Rd C2, has been either HDR or a PUD. The existing HDR Land Designation in the 2030 Comprehensive Plan, adopted 10/26/09, seems to fit the area exactly.

A lot of time, effort, money and other resources have been spent by city staff, hired experts, input from citizens on commissions and at public hearings, etc... to compile the 2030 Comprehensive Plan and the *Imagining Roseville 2025* documents. As a result, a future Land Use Map has also been developed from this intensive, thorough analysis. Any changes to this map should not be hastily done at the direction of neighbors or activists with their own agendas. Citizens and professionals have been working, developing plans (in some cases for years) and investing money based on commitments to these plans and maps by the City of Roseville.

If you have any questions or would like to discuss this matter further, please give us a call. We appreciate your time and attention.

Respectfully,


Jerry Nordenstrom
Project Coordinator - Community First Development, LLC
612-807-0745

Dear City Council Member,

I am the owner of 3261 Old Hwy 8, which is being considered for a change of land designation from HDR.

My uncle has owned this property since the 1940's. In 2002, I purchased the house and land as an investment for future development. I have followed the changes in Roseville for years and have a proposed project that I may be able to pursue that fits the existing 2030 Comprehensive Plan and will meet all the requirements of the city of Roseville.

Looking at what has been built in the area, I cannot understand why the council would consider any change at this point in time. I object very strongly to the change as it will create a great deal of difficulty to build any project and my property's value will plummet. Please look at what is around my lot. Everything has been a High Density project or a PUD.

I have relied on the information that the city of Roseville has put forward and to, after all this time, have the rug pulled out from under me by neighbors who knew what this property was designated as, is totally unfair. I have heard the comments by the anti-groups about section 8, subsidized, 300 units, traffic safety, etc... I want the council to be aware that the project I'm looking at will be an asset to the area and I personally plan on living there. So, believe me, I want a good thing here.

Respectfully,

A handwritten signature in black ink that reads "Thomas A. Ranallo". The signature is fluid and cursive, with a large, stylized 'T' and 'R'.

Thomas Ranallo
3261 Old Hwy 8
Roseville, MN 55113

REQUEST FOR COUNCIL ACTION

Date: October 18, 2010

Item No.: 12 . d

Department Approval

Acting City Manager Approval



Item Description: Consider Request to Conduct a Resident Survey

BACKGROUND

Recent state aid cuts have led the City to examine in greater detail the programs and services offered. There have been staff reductions, program cuts and changes in service delivery. The City Council and staff have solicited resident input on the City's budget by inviting the public to come us – attend community meetings or testify at public hearings, with little success.

City Council members have expressed a desire for greater citizen input on budget matters. After much investigation staff have identified a tool that it believes will provide that input – a resident survey. Specifically it is a survey designed by Cobalt Community Research, a 501c3 nonprofit coalition created to help governmental organizations measure, benchmark, and manage their efforts. Their survey instrument is specifically designed to engage residents in budget and planning decisions.

Part of citizen engagement is to assess citizens' satisfaction with various city services. This assessment will give us a benchmark allowing us to know how well services are being provided currently, and allow us in the future to determine if the City's actions or inactions have an effect on resident satisfaction. This would fit with the Council's direction to the City Manager to engage in City-wide performance measurement.

Why a Survey

Surveys are a widely used tool to gauge resident's opinions on budgetary matters. According to an article in the International City/County Manager Association 2010 Municipal Yearbook entitled "Citizen Engagement: An Evolving Process," "citizen surveys give voice to a broader, more representative group of citizens than do public meetings." Such surveys can provide valuable information to elected officials and local government staff on the problems the community faces, or on how to better communicate with residents. These tools also provide an opportunity for individuals who, because of work or family commitments or personal reticence, may find it difficult to participate in the type of meetings typically open to the public.

Roughly 51 percent of jurisdictions responding to the ICMA survey indicated that they conduct citizen surveys, and those operating under the council-manager form reported the highest percentage among all cities and counties – 67%.

About Cobalt

Cobalt Community Research was created as an offshoot of the CFI Group which uses the methodology of the American Customer Satisfaction Index (ACSI) to help private businesses

identify which product and service changes will have the greatest effect on satisfaction, loyalty, recommendation, and other vital future behaviors.

Using their experience gauging business customer satisfaction, Cobalt has created surveys that allow local governments to compare current year scores against similar local governments and even the broader public and private sectors.

The survey instrument from Cobalt has three components.

- 1) A Citizen Engagement section (see example in Attachment A) which provides resident satisfaction with various city services, and develops benchmarks for future assessments (Note that these are sample questions. We would work with Cobalt to develop our own questions).
- 2) A Budget Allocation module (see example in Attachment B) where residents indicate which programs and services are important to them, and solicits possible budgetary actions residents would prefer if there is not adequate funding to provide the services. That data is overlaid with actual budget allocations to support focus of budget and staff on areas with the greatest impact on satisfaction and citizen behaviors (see graphic which is Attachment C).
- 3) The Future Projects module allows residents to rate potential projects by support, funding and cost (see graphic which is Attachment D). This could be used to gauge residents' interest and support for various proposals coming from the Parks and Recreation Master Planning Process. However, this would not preclude an additional survey related to the Master Plan proposals.

The survey would be mailed to 1,500 residents and a follow-up mailing will be sent to non-respondents. In addition to the scientifically valid mail survey, Cobalt would provide an online survey website that would allow residents not selected for the mail survey to respond to the same questions. Online answers would be tabulated separately from the mail survey.

Staff would begin this project by working with Cobalt to develop the questions to be asked. That work would take place this fall. It takes six weeks from the completion of questions until the end of the resident response time. Depending on timing issues, the survey could be issued this fall or may wait until after the holiday season. In either case, survey results would be available for the Council in early 2011. The desired deadline is to have the information for the Council before the annual strategic planning retreat in February.

Integration With Parks Survey

The Parks and Recreation Department is considering its own survey to assess resident support for various proposals coming out of the Parks and Recreation System Master Plan and the funding of those proposals. Due to the need to generate a sizable amount of data specific to implementation of the Plan, staff believes we could not accomplish the benchmarking, budget input and Parks Plan input with a single survey.

POLICY OBJECTIVE

In Imagine Roseville 2025 residents identified two strategies for Making Roseville a Welcoming Community:

84 Benchmark and routinely seek community input to evaluate and continuously improve
85 city services.

86
87 Assess needs and desires for new public facilities and programs, including a Community
88 Center, through survey and other methods.

89
90 Additionally the Council identified performance goals for the City Manager to achieve in 2010:

91 Excerpt of City Council Meeting Minutes of May 17, 2010

92 Mayor Klausing advised that the City Council and Mr. Malinen agreed on performance
93 targets for 2010, including continued emphasis on the goals and strategies established
94 through the *Imagine Roseville 2025* community visioning process; city-wide performance
95 measurements systems; and demonstration of measurable improvements in community
96 engagement.

97
98 A citizen survey would meet all of these objectives.

99
100 **BUDGET IMPLICATIONS**

101 The 2010 budget includes \$10,000 for a citizen survey in the Communications division budget –
102 a non-property tax supported division. The quote from Cobalt Community Research is for
103 \$9,600.

104
105 **STAFF RECOMMENDATION**

106 Approve contract with Cobalt Community Research on a resident survey.

107
108 **REQUESTED COUNCIL ACTION**

109 A motion to approve contract with Cobalt Community Research on a resident survey.

Prepared by: Tim Pratt, Communications Specialist
Attachments: A: Example of Citizen Engagement section of survey
B: Example of Budget Allocation module
C: Example of Budget Allocation Impact graphic
D: Example of Future Projects graphic
E: Cobalt contract

City of Circleville Citizen Engagement Survey

Thank you for your participation in this survey; we value your opinion. All answers will remain confidential - your name will not be shared. Please take a few moments to complete and return the survey in the enclosed postage-paid envelope.

1. First, think about your **local public school system** and rate it on the following attributes using a scale from 1 to 10, where 1 means "**Poor**" and 10 means "**Excellent**."

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Meeting the needs of the community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Preparation of students for solid careers	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Preparation of students for college	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Communication with the public	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

2. Now, think about the **transportation infrastructure** in your community and rate it on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Road maintenance	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Road signage	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Amount of traffic congestion on the roads	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Public transportation options	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Accommodation for bicycle and foot traffic	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

3. Please rate your **local fire and emergency medical services** on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Adequate fire coverage for the community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Fire prevention education	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quick response to fires	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quick response to medical emergencies	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

4. Next, rate the **utility services** (water and sewer, garbage, electricity, etc.) that you use on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Water quality	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Adequate garbage collection	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Reliable electrical service	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

5. Next, please rate your **local law enforcement** (police department/sheriff's office, etc.) on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Respectful treatment of citizens	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Fair and equitable enforcement	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Safety education	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quick response	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

6. Rate your **community health care** on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Access to health care providers	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quality of health care providers	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

7. Have you paid property taxes in the last 12 months?

☐ Yes

☐ No (Please skip to Q.8)

7a. Rate your **local property taxes** on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Not Applicable
Fairness of property appraisals	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Adequate period to pay taxes	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Ease of understanding the bills	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Fairness of tax levels	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Amount and quality of services you receive for the local taxes you pay	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

8. Think about community **shopping opportunities** using the scale where 1 means "**Poor**" and 10 means "**Excellent**." Please rate your community for providing:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Shopping convenience for everyday items	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Shopping convenience for major items	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Sufficient choices for most of your shopping needs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

9. Rate the **local government** in your community on the following:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Having leaders who are trustworthy	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Being well-managed	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Having employees who are well-trained	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Communicating effectively to the community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Spending dollars wisely	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Being open to citizen ideas and involvement	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

10. Rate **community events** on the following:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Range of cultural offerings	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Strong and vibrant arts community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quality sporting events to attend	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Variety of festivals and community events	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

11. Rate the **economic health** of your community on the following aspects:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Cost of living	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quality of jobs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Affordability of housing	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Availability of jobs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Stability of property values	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Strength of local economy	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

12. Thinking about the **diversity of the people** who live in your community, please rate the following:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Degree of ethnic diversity in your community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Level of interaction between ethnic groups	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Support of ethnic and religious diversity by community groups, businesses, houses of worship and local government	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

13. Rate your **telecommunication services** in your community on the following:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Cell phone reception	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Speed of your internet connection	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Variety of options available for access to the internet	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Availability of television programming options	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

14. How frequently do you use the **parks and recreation** facilities and programs?

☐ Never ☐ Less than 6 times a year ☐ 6-12 times a year ☐ More than 12 times a year

15. Next, rate your **local parks and recreation** facilities and programs on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Facilities meet your needs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Facility maintenance	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Quality of recreational programs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Variety of recreational programs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

16. How frequently do you use the **local library**?

☐ Never ☐ Less than 6 times a year ☐ 6-12 times a year ☐ More than 12 times a year

17. Rate your **local library** on the following attributes:

	Poor 1	2	3	4	5	6	7	8	9	Excellent 10	Don't Know
Hours of operation	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Adequacy of resources to meet your needs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Location(s)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

18. Consider all your experiences in the last year with your community. Use a 10 point scale, where 1 means **"Very Dissatisfied"** and 10 means **"Very Satisfied."**

Very Dissatisfied= 1 2 3 4 5 6 7 8 9 Very Satisfied= 10

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

19. Consider all your expectations of your community. Use a 10 point scale where 1 means **"Falls Short of Your Expectations"** and 10 means **"Exceeds Your Expectations."** To what extent has your community fallen short of or exceeded your expectations?

Falls Short= 1 2 3 4 5 6 7 8 9 Exceeds= 10

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

20. Imagine an ideal community. How closely does your community compare with that ideal? Please use a 10 point scale where 1 is **"Not Very Close to the Ideal"** and 10 is **"Very Close to the Ideal."**

Not Very Close= 1 2 3 4 5 6 7 8 9 Very Close= 10

☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

21. On a scale where 1 means **"Not at All Likely"** and 10 means **"Very Likely,"** how likely are you to take the following actions:

	Not at All Likely= 1	2	3	4	5	6	7	8	9	Very Likely=10
Recommend the community as a place to live	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Remain living in the community five years from now	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Be a community volunteer	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Encourage someone to start a business in the community	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Support the current local government administration	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

22. On a scale where 1 is **"Strongly Disagree"** and 10 is **"Strongly Agree,"** to what degree do you agree or disagree that your community is:

	Strongly Disagree= 1	2	3	4	5	6	7	8	9	Strongly Agree= 10	Don't Know
A safe place to live	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Enjoyable place for children	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Enjoyable place for unmarried young adults	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Enjoyable place for senior citizens	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Enjoyable place for everyone else	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Physically attractive	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A great place to live	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A great place to have a business	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Growing responsibly	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A safe place to bike and walk	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A safe place to walk at night	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
A perfect community for me	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

The following questions are for analysis only and will not be used in any way to identify you.

How long have you been living in this community?

☐ One year or less ☐ 1-5 years ☐ 6-10 years ☐ More than 10 years

Do you own or rent/lease your residence?

☐ Own ☐ Rent/Lease

Is your place of employment located in your community?

☐ Yes ☐ No, a different community ☐ I am not currently employed ☐ Retired

What is your age group?

☐ 18 to 24 ☐ 25 to 34 ☐ 35 to 44 ☐ 45 to 54 ☐ 55 to 64 ☐ 65 or over

Which of the following categories best describes your level of education?

☐ Some high school ☐ High school graduate ☐ Some college ☐ College graduate ☐ Graduate degree(s)

Which of the following categories includes your total family income last year?

☐ \$25,000 or less ☐ \$25,001 to \$50,000 ☐ \$50,001 to \$100,000 ☐ Over \$100,000

Please indicate your marital status:

☐ Single ☐ Married/living with partner ☐ Widowed/separated/ divorced

Mark the boxes that describe the people living in your house (other than yourself and/or a spouse). Check all that apply.

☐ Child(ren) age 12 or under ☐ Child(ren) over age 12 ☐ Parent age 65 or older ☐ None of these

What is your gender?

☐ Male ☐ Female

Please check all that apply:
To which group(s) do you belong?

☐ Asian ☐ Black/African American ☐ American Indian/Alaska Native/Native Hawaiian
☐ White/Caucasian ☐ Hispanic/Latino ☐ Other

[illegible][illegible]

Finally, if there is not adequate funding to provide each service below, please specify the **budgetary actions** you would support for each service. (Mark all that apply.)

	Eliminate the Service	Reduce Service Levels	Reduce Staffing	Raise User Fees	Raise Taxes	Combine Service with Another Community	Streamline Operations
Crime control	☐	☐	☐	☐	☐	☐	☐
Downtown development/new businesses	☐	☐	☐	☐	☐	☐	☐
Emergency medical services (ambulance)	☐	☐	☐	☐	☐	☐	☐
Firefighting services	☐	☐	☐	☐	☐	☐	☐
Library services	☐	☐	☐	☐	☐	☐	☐
Municipal court	☐	☐	☐	☐	☐	☐	☐
Neighborhood blight control	☐	☐	☐	☐	☐	☐	☐
Parks and recreation	☐	☐	☐	☐	☐	☐	☐
Pedestrian and bike friendly	☐	☐	☐	☐	☐	☐	☐
Rear yard rubbish pickup (Farms, City, Shores Only)	☐	☐	☐	☐	☐	☐	☐
Recycling services	☐	☐	☐	☐	☐	☐	☐
Rubbish pickup	☐	☐	☐	☐	☐	☐	☐
Snow removal	☐	☐	☐	☐	☐	☐	☐
Street lighting	☐	☐	☐	☐	☐	☐	☐
Street maintenance	☐	☐	☐	☐	☐	☐	☐
Tree maintenance and replacement	☐	☐	☐	☐	☐	☐	☐
Water and sewer services	☐	☐	☐	☐	☐	☐	☐
Yard waste collection	☐	☐	☐	☐	☐	☐	☐

OPTION to replace grid above:

Because of the weak economy and falling property valuations, the City is looking at ways to address the budget shortfall. Below are changes that the City is considering. Do you support each of these potential changes?

	Yes - I support this idea	No - I do not support this idea	Not sure
Reduce the hours and days that city offices and facilities are open (may include city hall, other city offices, libraries, recreation centers, parks, etc.)	☐	☐	☐
Privatize some services (may include cemetery operations, golf course operations, etc.)	☐	☐	☐
Fund public safety through an assessment fee instead of through property tax levies	☐	☐	☐
Use red light camera revenues to reduce property tax revenues needed to balance the budget	☐	☐	☐
Reduce sidewalk and road maintenance	☐	☐	☐
Conserve street lighting (energy) costs	☐	☐	☐
Reduce roadway plantings/beautification projects	☐	☐	☐
Increase user fees to pay the cost of adult recreation programs (may include lawn bowling, softball, etc.)	☐	☐	☐
Reduce cultural arts and special needs funding to non-profit agencies	☐	☐	☐

Understanding the Charts: Community Questions – Long-term Drivers

Satisfaction

High scoring areas that do not have a large impact on Satisfaction relative to the other areas. Action: May show over investment or under communication.

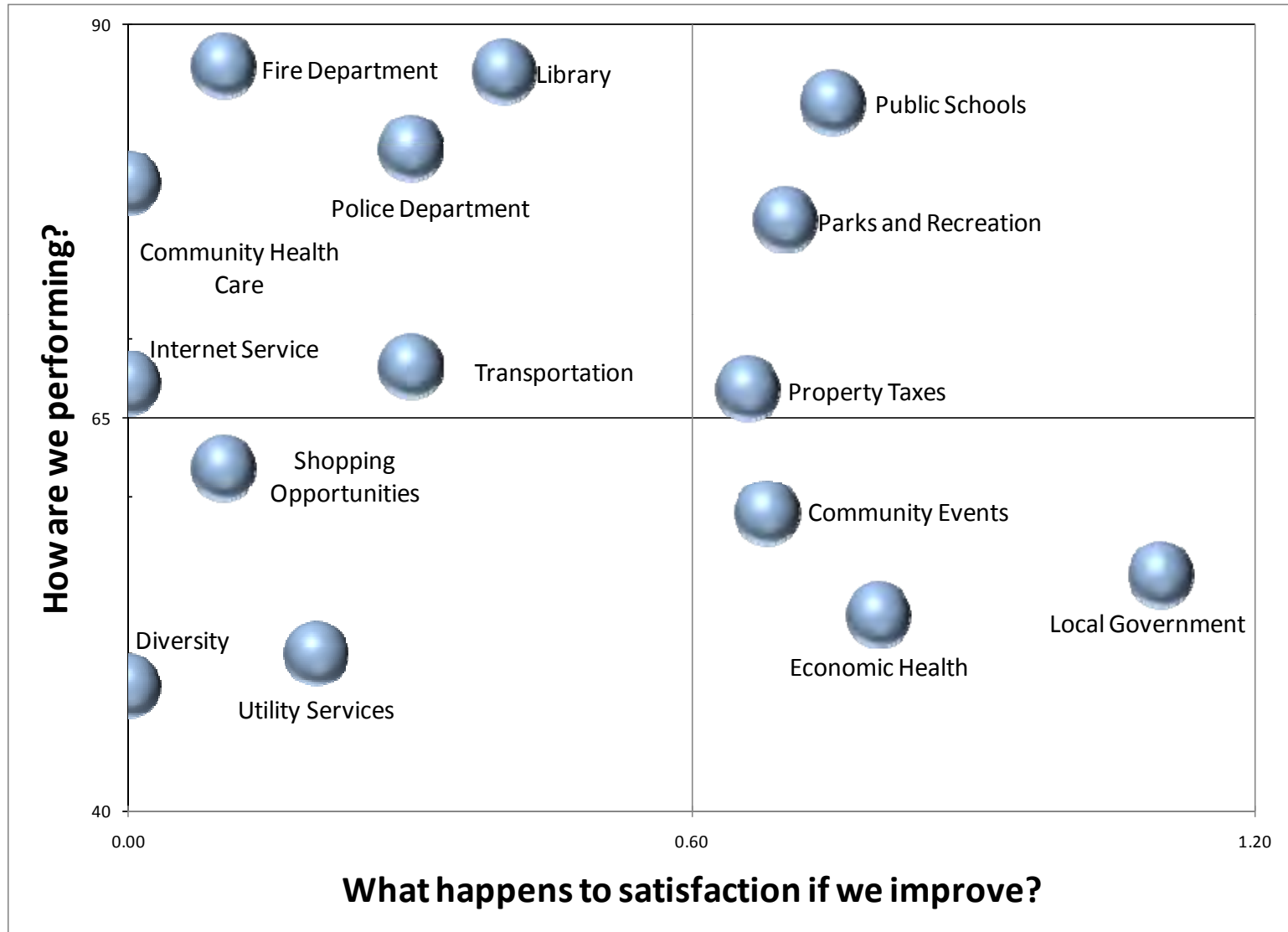
High impact areas where the organization received high scores from citizens. They have a high impact on Satisfaction if improved. Action: Continue Investment

Low scoring areas relative to the other areas with low impact on Satisfaction. Action: Limit investment

High impact on Satisfaction and a relatively low score. Action: Prioritize Investment to drive positive changes in outcomes.

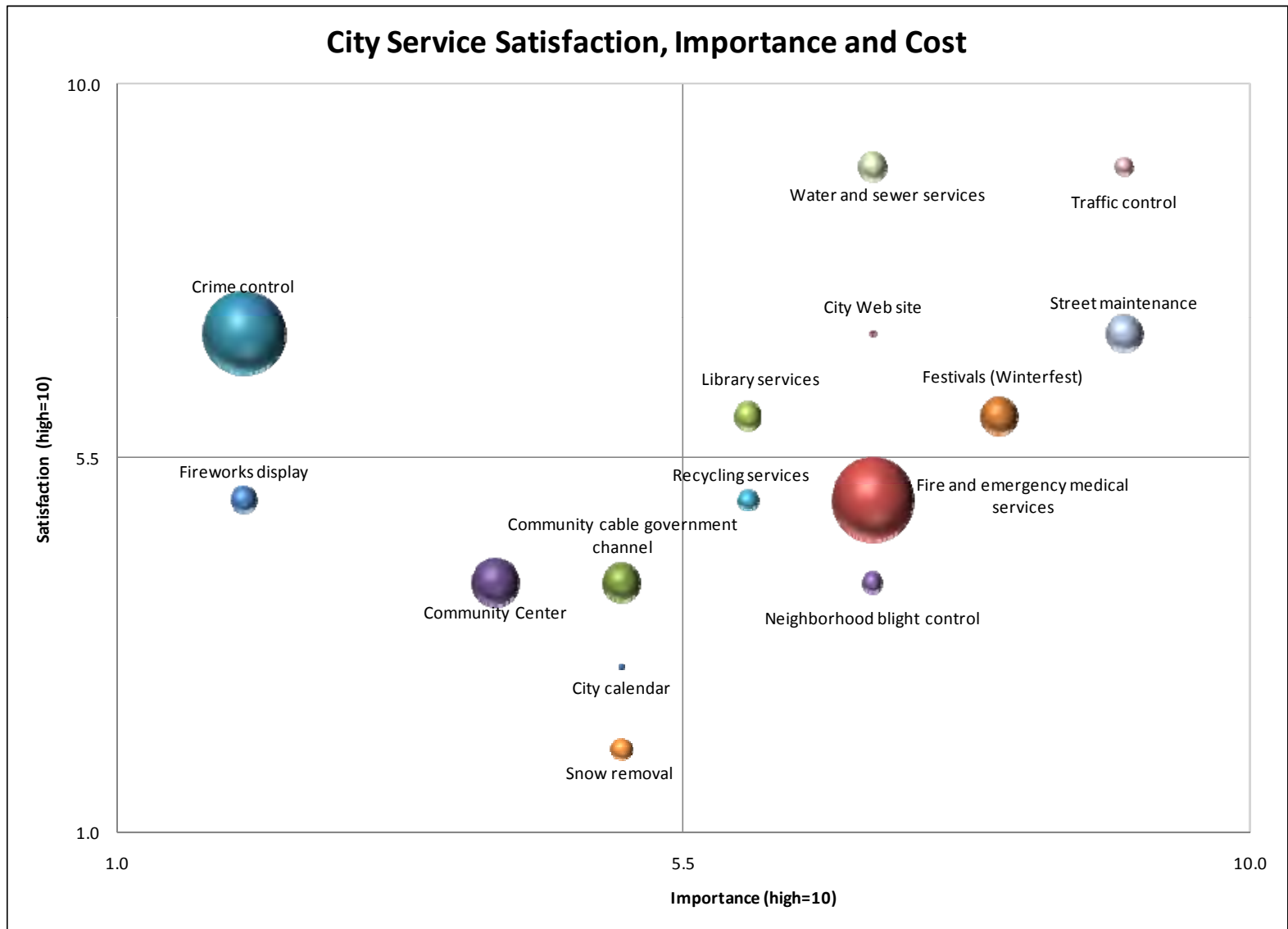
Impact

Standard Portal Analysis: Mapping Strategic Priorities



Optional Budget Allocation Module:

Rate Your Programs by Satisfaction, Importance and Cost



Optional Future Project Module:

Rate Potential Projects by Support, Funding and Cost





CITY OF ROSEVILLE, MN

AGREEMENT FOR RESEARCH

September 28, 2010

Submitted by:

William SaintAmour
Executive Director
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Agreement No: G242062008000 City of Roseville, MN

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

SECTION I: WORK STATEMENT

SCOPE

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and the City of Roseville, MN (the Partner), having a business address of 2660 Civic Center Dr., Roseville, MN 55113, using the Cobalt Citizen Engagement and Priority Assessment SM powered by technology behind the American Customer Satisfaction Index SM (ACSI) and CFI Group USA LLC. Results are targeted for late September to early October 2010.

Cobalt Community Research (www.cobaltcommunityresearch.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt is located at 1134 Municipal Way, Lansing, Michigan 48917.

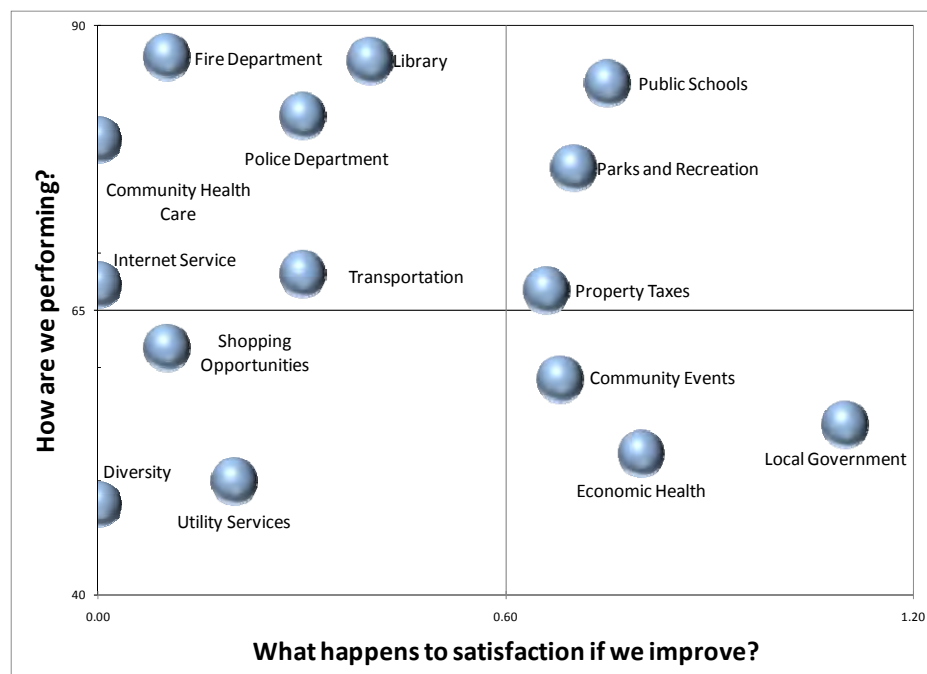
OBJECTIVES

The primary objectives of the research will be as follows:

1. Support budget and strategic planning decisions
2. Explore service assumptions to ensure baseline service levels are well understood
3. Identify which services provide the greatest leverage on citizens' overall satisfaction – and how satisfaction, in turn, influences the community's image and citizen behaviors such as volunteering, remaining in the community, recommending it to others, and supporting the current administration.
4. Measure improvements by tracking performance over time
5. Benchmark performance against a standardized performance index regionally and nationally

FROM INFORMATION TO ACTION

The output from the research supports development of sensible action plans. The improvement priority map shown below illustrates how such results can be displayed. It combines community component scores and impact information from the research model and serves as the starting point for action planning. Generally speaking, the critical areas to improve are those where impact is high and performance is low (lower right quadrant). In this example, citizens are essentially telling us that community leadership is falling short in these important areas and improvements there will focus resources where they have the greatest impact on satisfaction and desired behavioral outcomes.



Once the high-level priorities have been identified, a more specific understanding of the issues at hand is provided by looking at the individual questions that were used to measure each component. The Cobalt portal shows how one can begin “peeling the onion” and identify the operational and/or tactical issues that need to be addressed. Such results are provided for every “component” included in the survey.

In addition, the Partner may add a 1 page supplemental module measuring satisfaction and importance of up to 10 community-specific services and programs to support the budgeting and planning process and engage citizens in important decisions on where limited resources should be applied. The illustration below provides an example of results from the budget allocation module:



Also, the Partner may add an optional module on potential future projects to assess interest level and willingness to fund. In the example below, the bike trail shows nearly 90 percent of residents would like to have the trail implemented, and more than 80 percent are willing to fund such a project through higher fees or taxes.



Also, the Partner may add an optional module to continue up to 10 questions from previous surveys to update key measurements from past research efforts.

PROCESS

Cobalt proposes a five-step process for the development of the Citizen Satisfaction Study.

Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The sampling methodology will also be finalized during this step.

Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop supplemental questions to be added to the core questionnaire, which will be presented and discussed with the project lead to ensure that the questions included in the survey are aligned with community needs.

Step 3 – Survey Deployment:

The questionnaire will be administered to a random sample of citizens. At this time, Cobalt recommends collecting the surveys through two waves of a mail survey along with an online portal. Deployment and data collection is generally completed within 6 weeks. Data collection via telephone could also be considered to reduce collection time, but at higher cost.

Step 4 – Modeling & Analysis:

Cobalt and CFI Group will analyze the data using the ACSI-based methodology, which quantifies the relationships between the various elements of the survey.

Step 5 – Reporting:

Findings will be communicated to the project lead and other key decision makers by teleconference or WebEx. Upon request, a summary report in PowerPoint will be provided to the project lead. Access to detailed results will be provided to the project lead through a secure online portal.

TASKS

Cobalt will provide the following services included in the fixed rate:

- Core survey
- Cover letter
- Online link and portal to allow respondents to complete the survey from a link on the Partner's Web site
- Access to a secure, online portal to review core survey results, compare to peer groups, and download tables into MS Excel
- Maintenance of the local government's data on the portal for 24 months
- Assistance creating supplemental custom questions
- Three modules of up to 10 questions each to measure satisfaction, importance, support for funding up to 10 community-specific services and programs, measure support for up to 10 future projects, and continue up to 10 questions from past surveys.
- Supplemental report in MS Excel detailing custom question results and cross tabulation across demographic questions not integrated into results portal

- Technical assistance in understanding the results by phone and e-mail

Cobalt will provide the following service with out-of-pocket printing and postage costs passed to the Partner.

- Two mailings to a sample of residents based on a list that the Partner has provided. Mailings include an initial mailing of the survey and a second mailing of the survey to those who have not responded. Includes data entry of survey results.

ASSUMPTIONS

1. The Partner shall provide resident contact data using the Cobalt Citizen Satisfaction Survey Contact Template in MS Excel.
2. Cobalt will not charge for phone consultation for survey design, preparation of the mailing list, or explanation of results.
3. Cobalt cannot guarantee survey response levels. Typical projects have a response rate of 25% to 35%; however, a minimum of 100 completed surveys is required for accurate analysis. Cobalt will automatically conduct reminder mailings to ensure a minimum of 100, which provides a confidence interval of approximately +/- 3.3% with a 90% confidence. The Partner may designate a higher minimum.
4. Cobalt shall bill and the Partner agrees to pay all out-of-pocket printing and postage costs associated with a mailing.
5. The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core Cobalt Citizen Satisfaction Survey, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an “inactive” status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.
6. All research is subject to imprecision based on scope, sampling error, response error, etc. Survey results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

COBALT COMMUNITY RESEARCH TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principals and that comply with the requirements of national services such as the ACSI. In addition, projects and services will be lead by Cobalt staff certified by the Market Research Association’s Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMRO (Interactive Marketing Research Organization), MRII (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

PRICING

The period of performance for this engagement begins immediately after contract approval. Pricing for deliverables are as follows:

- Mail-based Survey Package with Budget Module, Future Projects Module, Past Survey Questions Module, and Executive Summary Report in MS PowerPoint: **\$6,300**
- Plus distribution below:
 - Production and postage for an initial mailing of the 5-6 page survey to random sample of 1500 residents, a second mailing of the survey to those who have not responded, and business reply postage based on a 25% response rate. Actual costs may vary based on final counts, page counts, postal discounts, and response levels. Includes online portal. **Estimated cost: \$3,300.**

Total Estimate: \$9,600

- The Partner may add other non-demographic question modules (such as Communications Module or expand a contracted module for an additional 10 questions) and open ended questions for \$600 each.
- The Partner may add additional custom demographic questions for \$750 each
- Pricing valid for 60 days from the date of this document.

PAYMENT

Payment shall be made according to the following milestone schedule:

- 50% of quoted amount of the survey engagement upon the signing of the contract
- 50% upon delivery of results
- Invoicing will be within 30 days of each milestone above.

SECTION II: CONTRACTUAL TERMS AND CONDITIONS

1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in survey responses received from Partner's residents or members, but not the surveys themselves. The Partner agrees that identity information about individual survey respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the survey. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements. Partner hereby grants to Cobalt and to CFI Group USA, LLC ("CFI") a perpetual, non-exclusive, royalty free, fully paid-up, worldwide license, with the right to sublicense, to use such Data and Measurements in the performance of the Services and in the creation of indices which are compiled from aggregated Data and Measurements (the "Aggregated Indices"). The Aggregated Indices will contain Partner's Data and Measurements; however, the Aggregated Indices will not contain individually identifiable data regarding Partner or its residents/members and will not allow a user thereof to ascertain or otherwise isolate data regarding the Partner or its residents or members. Cobalt and CFI shall not publish or disclose to any third party Partner's individual Data or Measurements without the prior written consent of Partner. Partner shall have no ownership interest in the Aggregated Indices. Cobalt and CFI has the right to use Partner's name in describing the participants of the Aggregated Indices. In addition, Cobalt and CFI has the right to use the Partner's name in identifying best-in-class organizations that produce high satisfaction levels.

Notwithstanding anything to the contrary contained herein, the parties acknowledge that the information generated pursuant to this agreement is subject to the Minnesota Government Data Practices Act set forth in Minnesota Statutes Chapter 13. The parties agree that this agreement shall be subject to, and the parties shall comply with, the Minnesota Government Data Practices Act with respect to the information generated under this contract. The parties further agree that the City may disclose such information to others to the extent it deems necessary to use the survey results obtained pursuant to this contract.

4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. The Partner agrees to indemnify, subject to the limitation of liability set forth below, to

defend and hold harmless Cobalt, its trustees, officers, agents and employees from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines and penalties, of any nature whatsoever, arising from the performance of duties to be performed by the Partner under the contract, to the extent not attributable to negligence, willful misconduct, or unethical practice by Cobalt.

Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Minnesota court having jurisdiction thereof.

7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 30 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel. No amount for any Partner requested travel shall be payable unless both parties agree to such travel in writing.

8. ACCEPTANCE OF TERMS AND CONDITIONS

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

9. NOTICE

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

10. SURVIVAL.

Sections 3, 4, 6 and this Section 10 shall survive the termination of this Agreement.

BINDING AGREEMENT

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement shall be deemed accepted only after it has been signed by a representative of the Partner and thereafter signed by a representative of Cobalt. Acceptance may be made by facsimile transmission and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Nondisclosure Statement: All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

City of Roseville

By: _____
Mayor Date

By: _____
City Manager Date


Cobalt Community Research, Executive Director
September 28, 2010
Date

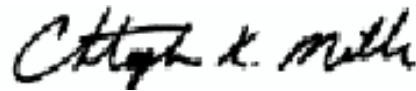
REQUEST FOR COUNCIL ACTION

Date: October 18, 2010
Item No.: 13.a

Department Approval



Acting City Manager Approval



Item Description: Discussion of Asphalt Plant Issues Raised at September 27, 2010 City Council meeting. (Councilmember Ihlan)

BACKGROUND

At the September 27, 2010 City Council meeting, Councilmember Ihlan asked that the City Council have a discussion on whether the proposed Bituminous Roadways Asphalt Plant at 2280 Walnut Street was a permitted use under the City's codes and also if state law or state administrative rules prevented the City from denying a land use request while there is pending environmental review related to the project.

The City Attorney has prepared a memo addressing the issues raised which is included with this report as Attachment A. In summary, the City Attorney finds that the amendment to Chapter 1007.015 adopted on October 11, 2010, does not permit asphalt plants in Industrial Districts. Since Bituminous Roadways has not obtained any vested rights to use the site as an asphalt plant, their proposal is not allowed. Therefore, the question on whether the asphalt plant is permitted is moot, according to the City Attorney, since the new ordinance amendment applies to their proposal.

The City Attorney however, per Council request, did analyze the previous ordinance and how it would have affected the Bituminous Roadways proposal. The City Attorney finds that:

- Under the previous ordinance, while the production and processing of asphalt was a permitted use, there are other components of Bituminous Roadways proposal such as crushing of aggregate that are not permitted.
- In addition, the proposal will need to meet the City's performance standards set forth in Chapter 1007.01. If it is determined that the proposal cannot meet the performance standards, then the use would not be a permitted use.
- The storage piles and fuel storage tanks are not permitted and must be approved by the conditional use process. The applicant must meet the criteria for granting conditional uses as listed in Chapter 1014.01D.
- Concrete and bituminous crushing is not considered a manufacturing use and therefore is neither a permitted or conditional use. The only way crushing could be allowed would be through the granting of an interim use by the City Council.

The City Attorney also addressed the point raised during the meeting on whether or not the City could deny the conditional use application prior to the environmental review being completed by

the Minnesota Pollution Control Agency. The City Attorney cites a case (Allen vs. City of Mendota Heights, App. 2005, 694 N.W. 2d 799) which requires the environmental review process occur before the City take action on an application for a proposed development. Based on that court case, the City Attorney states that the City should proceed with the Bituminous Roadways application until the environmental review is completed.

The City Attorney will plan on presenting this information in more detail at the City Council meeting.

POLICY OBJECTIVE

Not applicable

FINANCIAL IMPACTS

Not applicable

STAFF RECOMMENDATION

As the City Attorney suggests, the City Council should not make a decision on the land request until all environmental review is completed.

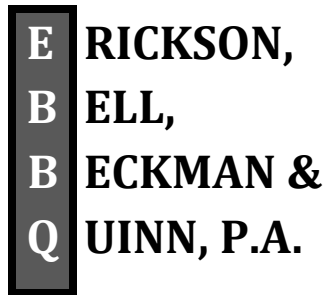
REQUESTED COUNCIL ACTION

No specific action is required at this time. This report provided for informational purposes.

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

Attachments: A: Memo from City Attorney Charles Bartholdi, dated October 14, 2010

Attachment A



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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: Mayor Klausing and Members of the City Council
City of Roseville

FROM: Charles R. Bartholdi & Caroline Bell Beckman

RE: City of Roseville re: Bituminous Roadways Application
Our File No: 1011-00196-1

DATE: October 14, 2010

We were asked at the September 27th Council Meeting to provide you with a determination as to whether an Asphalt Plant is a permitted use on the proposed Bituminous Roadway Site.

Since that meeting the City Council on October 11, 2010, pursuant to its current code revision process, adopted an Ordinance amending Section 1007.015 regarding permitted uses in this I-2 District. This ordinance amendment, upon publication, will in our opinion prohibit Bituminous Roadways from building an Asphalt Plant since it has not obtained a vested right to use the Site for an Asphalt Plant. The passage of the recent amendment to Section 1007.015 of the Zoning Code makes the issue of whether an Asphalt Plant was a permitted use under the City Code prior to the amendment moot. However, **the following is a discussion of the merits of the Bituminous Roadways application prior to the Zoning Code Amendment.**

Section 1007.015 Uses

According to the information which has been submitted to the City by Bituminous Roadways, the operation of the Asphalt Plant will include the production of asphalt, maintaining storage piles of material, storage tanks, a laboratory and crushing operations. Section 1007.015 of the Roseville City Code lists “Manufacturing and repair-heavy” as a permitted use in an I-2 District. While the processing of asphalt by itself may be considered “manufacturing,” the processing of asphalt is only one of the components of the Asphalt Plant being proposed. Since not all of the other components are permitted uses in an I-2 District, the Asphalt Plant as proposed is not a permitted use.

Attachment A

Performance Standards

The determination of whether an asphalt plant is a permitted use also requires an analysis of the Requirements and Performance Standards set forth in Section 1007.01 of the City Code. Chapter 1007.01 sets forth various requirements and performance standards which must be met with respect to development within I-2 Districts. Consequently, the requirements and performance standards will need to be met in order for the Asphalt Plant to be a permitted use on the Site. The analysis of whether performance standards are met should be done at staff level. At this time City staff is waiting for the conclusion of the Minnesota Pollution Control Agency (“MPCA”) process in order to receive all pertinent information for the performance standards analysis. If the staff determines that performance standards cannot be met then the Applicant should be so informed and no building permit should be issued for the Project. If the Applicant disagrees with this decision the Applicant has a right to appeal the decision pursuant Section 1015.04 of the City Code to the City Council, acting as the Board of Adjustments and Appeals, for a reconsideration of the decision.

Storage Piles and Storage Tanks As A Conditional Use

Under Section 1007.015 of the Roseville City Code the maintenance of storage piles and storage tanks on the property will require conditional use approval. The Bituminous Roadways application which has been submitted to the City is a request for conditional use approval for outdoor storage. The requirements for a conditional use are set forth in Chapter 1014 of the Roseville City Code. The applicant must meet the criteria listed in the Chapter 1014.01D in order to be entitled to a Conditional Use Permit. Also, the Planning Department has been analyzing the crushing portion of the operation under the Conditional Use Permit. However, the crushing operation is not included in outside storage.

Crushing Operation

Concrete and bituminous crushing is not considered manufacturing because the material is not transformed into a new product. Therefore, the crushing operations are neither a permitted nor a conditional use under Section 1007.015, and as such are not allowed on the Site. Crushing operations have been allowed in the past by the City through an interim use permit. Therefore, if Bituminous Roadways intends to have concrete and bituminous crushing it must apply for interim use permit, subject to the regulations of the Code. However, keep in mind that an interim use permit contemplates a temporary use and in this case concrete and bituminous crushing appears to be an integral part of Bituminous’ operation, and although not a daily activity a permanent ongoing activity. It’s questionable whether an interim use permit is appropriate for the concrete and bituminous crushing operations being proposed.

Current Conditional Use Application Status

Currently Bituminous’ application for a Conditional Use Permit is on hold due to the Minnesota Pollution Control Agency’s Environmental Assessment Worksheet process which was initiated by a Petition submitted by concerned citizens. Once the Minnesota Pollution Control Agency (“MPCA”) concludes that process the application will be referred back to the City Council for a decision on the CUP request. Also, pursuant to Minn. Stat. §15.99 the time limit in which the City is required to make a decision has been stayed while the MPCA conducts its review. It is appropriate, therefore to return the CUP request to the Council for decision at the conclusion of MPCA request.

Attachment A

Status of Application Pending MPCA Environmental Review

We were also asked at the September 27th City Council to give our opinion as to whether the City can proceed with the application of Bituminous Roadways while the MPCA environmental review pertaining to the project is pending. As a result of our review of the applicable rules, statutes and case law, we have determined as follows:

1. Minnesota Statutes §116D.04, Subd. 2b, and Minnesota Administrative Rules Section 4410.3100, Subpart 1, provide that if an Environmental Assessment Worksheet (“EAW”) or Environmental Impact Statement (“EIS”) is required for a governmental action, a project may not be started and a final governmental decision may not be made to grant a permit, approve a project, or begin a project, until:
 - A. A petition for an EAW is dismissed;
 - B. A negative declaration on the need for an EIS is issued;
 - C. An EIS is determined adequate; or
 - D. A variance has been granted from making an EIS by the Environmental Quality Board.
2. The Minnesota Court of Appeals in the case of Allen v. City of Mendota Heights, App. 2005, 694 N.W.2d 799, stated that the Minnesota Environmental Policies Act requires an environmental review process to occur before a City acts on a written request for action on a proposed development. The Court referenced the need for a governmental entity to consider economic, technical and environmental considerations before reaching a decision on matters before it which involve environmental review. The information provided by the environmental review which is being conducted by the MPCA will provide relevant environmental information which the City will need to consider when it acts on the Bituminous Roadway Application.

Based upon the foregoing the City should not proceed with the Bituminous Roadways Application until the environmental review process currently pending with the MPCA has been completed.

Minnesota Administrative Rules Section 4410.46, Subpart 2, which was referenced in the letter given to the City Council by Tam McGehee, does provide the following exceptions to the Minnesota Environmental Policy Act:

- A. Projects for which no governmental decisions are required;
- B. Projects for which all governmental decisions have been made;
- C. Projects for which, and so long as, a governmental unit has denied a required governmental approval;
- D. Projects for which a substantial portion of the project has been completed and an EIS would not influence remaining construction; and
- E. Projects for which environmental review has already been completed or for which environmental review is being conducted pursuant to part 4410.3600 or 4410.3700.

The only exemption which could apply to the pending Bituminous Roadways application is subparagraph C. However, it would be inappropriate for the City to act on the Bituminous Roadways application at this time since the information elicited in the pending environmental

Attachment A

review process should be considered as part of the City Council's criteria in determining whether to approve or deny the Conditional Use application.

CRB/alb/CBB/kmw