



City Council Agenda

Monday, April 18, 2011

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|--|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for April: Willmus, McGehee, Pust, Johnson, Roe |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports and Announcements |
| | 5. Recognitions, Donations and Communications |
| 6:15 p.m. | 6. Approve Minutes
a. Approve Minutes of April 11, 2011 Meeting |
| 6:20 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Receive Performance Measures Update
c. Adopt Budget Work Plan
d. Accept Ramsey County Emergency Management Homeland Security (RCEMHS) Grant for Radio Equipment
e. Accept \$6000 Donation from St. Paul K-9 Foundation
f. Approve Appointments to the Variance Board
g. Adopt a Resolution Approving Proposed Accessory Dwelling Unit as a CONDITIONAL USE at 3091 Fairview Avenue
h. Adopt a Resolution Renewing Five-Year approval of INTERIM USE for Ramsey County Household Hazardous Waste Facility at the Kent Street location
i. Authorize Acceptance of Metropolitan Council Environmental Services Municipal Inflow and Infiltration Grant Funds |

- j. Receive Drainage Report for 3053 Chatsworth Street Subdivision Update
- k. Approve General Purchases and Sale of Surplus items in excess of \$5000
- l. Consider Approving a Joint Powers Agreement with Ramsey Washington Cable Commission
- 6:30 p.m. **8. Consider Items Removed from Consent**
- 9. General Ordinances for Adoption**
- 6:40 p.m. a. Adopt an Ordinance amending Section 1009 of the City Code Relating to Limiting the number of Tenants in an Accessory Dwelling Unit
- 10. Presentations**
- 6:45 p.m. a. Parks and Recreation Master Plan Update
- 11. Public Hearings**
- 7:00 p.m. a. Public Hearing to consider Request by Michels Pipe Service to extend working hours for the 2011 Sanitary Sewer Lining Project
- 12. Business Items (Action Items)**
- 7:05 p.m. a. Consider Request by Michels Pipe Service to extend working hours for the 2011 Sanitary Sewer Lining Project
- 13. Business Items – Presentations/Discussions**
- 7:10 p.m. a. Adopt a Resolution Approving the City’s financial and budget-related policies
- 7:30 p.m. b. Discussion on Budget Program Descriptions
- 7:45 p.m. c. Review List of Mandatory Budget Programs
- 8:00 p.m. d. Budget-Ranking Methodology
- 8:15 p.m. e. Discussion of Off-Sale Liquor Ordinance
- 8:30 p.m. f. Discussion of Zoning Code Based on Council Work Plan
- 8:50 p.m. g. Discussion of Long Range Development Planning
- 9:50 p.m. h. Discussion of City Council Attendance at League of Minnesota Cities Annual Conference
- 10:00 p.m. **14. City Manager Future Agenda Review**
- 10:05 p.m. **15. Councilmember Initiated Items for Future Meetings**
- 10:15 p.m. **16. Adjourn**

Some Upcoming Public Meetings.....

Tuesday	Apr 19	6:00 p.m.	Housing & Redevelopment Authority
Monday	Apr 25	6:00 p.m.	City Council Meeting
Tuesday	Apr 26	6:30 p.m.	Public Works, Environment & Transportation Commission
Thursday	Apr 28	5:00 p.m.	Grass Lake Water Management Organization
Tuesday	May 3	6:30 p.m.	Parks & Recreation Commission
Wednesday	May 4	6:30 p.m.	Planning Commission
Monday	May 9	6:00 p.m.	City Council Meeting
Tuesday	May 10	6:30 p.m.	Human Rights Commission
Wednesday	May 11	6:30 p.m.	Ethics Commission
Monday	May 16	6:00 p.m.	City Council Meeting

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

Date: 4/18/11

Item: 6.a

Approve Minutes of
April 11, 2011
Meeting

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 4/18/2011
Item No.: 7.a

Department Approval

Chris Miller

City Manager Approval

W. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$2,285,175.61
62129-62203	\$698,814.68
Total	\$2,983,990.29

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: 4/12/2011 - 2:58 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	04/06/2011	G.O. Bond Issue #23 (97 & 04)	Bond Interest Payment	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	7,125.00
0	04/06/2011	G.O. Bond Issue #23 (97 & 04)	Bond Principal Payments	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	235,000.00
0	04/06/2011	G.O. Bond Issue # 25 (99 & 09)	Bond Interest Payment	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	10,200.00
0	04/06/2011	G.O. Bond Issue # 25 (99 & 09)	Bond Principal Payments	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	205,000.00
0	04/06/2011	GO Bonds #27 (2003)	Bond Interest Payment	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	128,641.88
0	04/06/2011	GO Bonds #27 (2003)	Bond Principal Payments	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	625,000.00
0	04/06/2011	GO Equipment Certif (2008A)	Bond Interest Payment	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	39,193.75
0	04/06/2011	GO Equipment Certif (2008A)	Bond Principal Payments	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	260,000.00
0	04/06/2011	G.O. Housing Revenue (2009)	Bond Interest Payment	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	25,943.75
0	04/06/2011	G.O. Housing Revenue (2009)	Bond Principal Payments	Depository Trust Agency- ACH	Debt Service Principal & Interest Pay	60,000.00
0	04/06/2011	General Fund	Motor Fuel	MN Dept of Revenue-ACH	Fuel Tax	383.35
0	04/06/2011	Water Fund	Water - Roseville	City of Roseville- ACH	February Water	823.13
0	04/06/2011	Internal Service - Interest	Investment Income	RVA- ACH	January Interest	474.06
0	04/06/2011	Recreation Fund	Credit Card Fees	US Bank-ACH	February Terminal Charges	303.61
0	04/06/2011	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	February Terminal Charges	797.02
0	04/06/2011	Golf Course	Credit Card Fees	US Bank-ACH	February Terminal Charges	38.00
0	04/06/2011	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 3/8 Payroll	20,474.14
0	04/06/2011	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 3/8 Payroll	4,431.21
0	04/06/2011	Sanitary Sewer	Credit Card Service Fees	Applied Merchant Services-ACH	UB Payments.com Charges Feb 2011	695.21
0	04/06/2011	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 3/8 Payroll	30,867.89
0	04/06/2011	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 3/8 Payroll	40,590.78
0	04/06/2011	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 3/8 Payroll	7,925.00
0	04/06/2011	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 3/8 Payroll	51,903.41
0	04/06/2011	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 3/8 Payroll	19,474.47
0	04/06/2011	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 3/8 Payroll	25,628.74
0	04/06/2011	General Fund	209001 - Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	1,105.42
0	04/06/2011	General Fund Donations	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	10.73
0	04/06/2011	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	-3,840.97
0	04/06/2011	Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	-97.71
0	04/06/2011	P & R Contract Maintenance	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	35.34
0	04/06/2011	License Center	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	291.30
0	04/06/2011	License Center	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	44.76
0	04/06/2011	Boulevard Landscaping	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	-14.11
0	04/06/2011	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	-4.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	04/06/2011	Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	5,454.43
0	04/06/2011	Water Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	18.69
0	04/06/2011	Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	33.30
0	04/06/2011	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	-62.74
0	04/06/2011	Storm Drainage	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	-0.14
0	04/06/2011	Solid Waste Recycle	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	-9.00
0	04/06/2011	Solid Waste Recycle	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	-44.97
0	04/06/2011	Housing & Redevelopment Agency	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax-Feb 2011	36.07
0	04/06/2011	General Fund	Postage	Pitney Bowes - Monthly ACH	March Postage	3,000.00
0	04/06/2011	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 3/22 Payroll	18,508.74
0	04/06/2011	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 3/22 Payroll	4,140.46
0	04/06/2011	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 3/22 Payroll	38,888.37
0	04/06/2011	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 3/22 Payroll	29,625.43
0	04/06/2011	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 3/22 Payroll	9,253.00
0	04/06/2011	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 3/22 Payroll	45,908.78
0	04/06/2011	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 3/22 Payroll	18,437.99
0	04/06/2011	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 3/22 Payroll	24,295.29
0	04/06/2011	Public Works Vehicle Revolving	Public Works Vehicles	City of Roseville License Center-ACH	Title & License for 2012 International	2,327.09
0	04/06/2011	Workers Compensation	Sewer Department Claims	SFM-ACH	March Work Comp Claims	1,481.23
0	04/06/2011	Workers Compensation	Parks & Recreation Claims	SFM-ACH	March Work Comp Claims	83.25
0	04/06/2011	Workers Compensation	Police Patrol Claims	SFM-ACH	March Work Comp Claims	2,420.60
0	04/06/2011	Workers Compensation	Street Department Claims	SFM-ACH	March Work Comp Claims	5,859.63
0	04/06/2011	General Fund	Salaries - Regular	SFM-ACH	March Work Comp Claims	3,230.00
0	04/06/2011	General Fund	Salaries - Regular	SFM-ACH	March Work Comp Claims	1,195.74
Check Total:						2,012,526.00
0	04/06/2011	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	195,351.89
0	04/06/2011	General Fund	Operating Supplies	Discount Steel Inc	Tubes	378.79
0	04/06/2011	General Fund	Transportation	Steve Zweber	Mileage Reimbursement	96.90
0	04/06/2011	General Fund	Operating Supplies	Steve Zweber	Weather Monitoring Service	159.51
0	04/06/2011	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-March 2011	250.00
0	04/06/2011	Solid Waste Recycle	Memberships	Association of Recycling Mgrs	Membership Renewal-Pratt	20.00
0	04/06/2011	Community Development	Memberships & Subscriptions	Bryan Lloyd	Membership and Training Reimburse	370.00
0	04/06/2011	Community Development	Training	Bryan Lloyd	Membership and Training Reimburse	60.00
0	04/06/2011	Housing & Redevelopment Agency	Transportation	Jeanne Kelsey	Mileage Reimbursement	30.09
0	04/06/2011	Sanitary Sewer	Sanitary Sewer	City of Maplewood	Sanitary Sewer/Storm Drainage-1st Q	48,014.10
0	04/06/2011	Storm Drainage	Storm Drainage Fees	City of Maplewood	Sanitary Sewer/Storm Drainage-1st Q	3,867.00
0	04/06/2011	Recreation Fund	Professional Services	Barbara Carlson	Community Band Librarian-Jan-Marc	117.00
0	04/06/2011	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-300227	Payroll Deduction for 4/5 Payroll	4,979.03
0	04/06/2011	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for 4/5 Payroll	48.00
0	04/06/2011	General Fund	210600 - Union Dues Deduction	MN Teamsters #320	Payroll Deduction for 4/5 Payroll	486.00
0	04/06/2011	Telecommunications	Operating Supplies	Margaret Driscoll	Rsvl University Refreshments Reimb	48.01
0	04/06/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	04/06/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	3,424.98
0	04/06/2011	Workers Compensation	Professional Services	SFM Risk Solutions	Work Comp Administration	454.00
0	04/06/2011	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	990.00
0	04/06/2011	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	412.50
0	04/06/2011	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn P.A.	Professional Services-Prosecution	11,262.00
0	04/06/2011	Recreation Fund	Professional Services	Minnesota Recreation & Park Association	Basketball State Berth Registration	272.00
0	04/06/2011	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	52.99
0	04/06/2011	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	52.98
0	04/06/2011	Storm Drainage	Professional Services	Gopher State One Call	FTP Tickets	52.98
0	04/06/2011	Storm Drainage	Operating Supplies	ESS Brothers & Sons, Inc.	2010 Blanket PO for Pipe, Casting, M	1,014.24
Check Total:						272,649.61
62129	04/06/2011	Recreation Fund	Professional Services	AARP	AARP Driving Instructor	356.00
Check Total:						356.00
62130	04/06/2011	Water Fund	Accounts Payable	AMB PROPERTY CORPORATION	Refund Check	73.90
Check Total:						73.90
62131	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Rick Apman	Energy Audit	60.00
Check Total:						60.00
62132	04/06/2011	Recreation Fund	Fee Program Revenue	Kim Barth	Karate Class Refund	36.00
62132	04/06/2011	Recreation Fund	Fee Program Revenue	Kim Barth	Karate Class Refund	10.00
62132	04/06/2011	Recreation Fund	Fee Program Revenue	Kim Barth	Karate Class Refund	8.00
Check Total:						54.00
62133	04/06/2011	General Fund	Operating Supplies City Garage	Bertelson Total Office Solutions	Roll Towels	114.31
62133	04/06/2011	General Fund	Operating Supplies City Garage	Bertelson Total Office Solutions	Dial Foam Refill	129.85
Check Total:						244.16
62134	04/06/2011	Community Development	Building Surcharge	Bevlor Utilities	Permit Refund	5.00
62134	04/06/2011	General Fund	Engineering Fees	Bevlor Utilities	Permit Refund	5.00
62134	04/06/2011	Community Development	Sewer Permits	Bevlor Utilities	Permit Refund	61.50
62134	04/06/2011	General Fund	Street Patching	Bevlor Utilities	Permit Refund	600.00
Check Total:						671.50
62135	04/06/2011	Recreation Fund	Operating Supplies	Big Ten Catering, Inc.	Cribbage Luncheon	220.97
Check Total:						220.97
62136	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Dave Bishop	Energy Audit	60.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						60.00
62137	04/06/2011	General Fund	Operating Supplies	David Brosnahan	Sam's Club Membership Reimbursem	35.00
Check Total:						35.00
62138	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Milly Bruss	Energy Audit	60.00
Check Total:						60.00
62139	04/06/2011	Information Technology	Operating Supplies	CDW Government, Inc.	ASA Licenses	1,718.85
62139	04/06/2011	Telephone	SmartNet Maint Contracts	CDW Government, Inc.	C2951-VSEC/K9 Router	10,804.26
62139	04/06/2011	Telephone	SmartNet Maint Contracts	CDW Government, Inc.	EVM-HD-8FXS/DID Extension Mod	1,610.00
62139	04/06/2011	Telephone	SmartNet Maint Contracts	CDW Government, Inc.	PVDM3-32U64 32 to 64 Channel Up	1,725.00
62139	04/06/2011	Telephone	SmartNet Maint Contracts	CDW Government, Inc.	SM-NM-ADPTR Network Module A	287.50
62139	04/06/2011	Telephone	SmartNet Maint Contracts	CDW Government, Inc.	VWIC2-1MFT-T1/E1	1,495.00
62139	04/06/2011	Telephone	SmartNet Maint Contracts	CDW Government, Inc.	Sales Tax	1,094.62
Check Total:						18,735.23
62140	04/06/2011	Contracted Engineering Svcs	Memberships & Subscriptions	City Engineer Assoc of MN CEAM-c/o Le	City Engineers Membership-Bloom	60.00
62140	04/06/2011	General Fund	Memberships & Subscriptions	City Engineer Assoc of MN CEAM-c/o Le	City Engineers Membership-Giga	60.00
Check Total:						120.00
62141	04/06/2011	Housing & Redevelopment Agency	Rental	Cenaiko Expo, Inc.	Equipment Rental	5,524.18
Check Total:						5,524.18
62142	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	David Ciminski	Energy Audit	60.00
Check Total:						60.00
62143	04/06/2011	Information Technology	Telephone	Comcast Cable	Cable TV, High Speed Internet	73.57
Check Total:						73.57
62144	04/06/2011	Water Fund	Water - Roseville	Gary Coverston	Meter Deposit Refund	75.00
Check Total:						75.00
62145	04/06/2011	Community Development	Professional Services	Cunningham Group Architecture, PA	Twin Lakes Regulating Plan	7,250.00
Check Total:						7,250.00
62146	04/06/2011	General Fund	211200 - Financial Support	Diversified Collection Services, Inc.		210.24
Check Total:						210.24
62147	04/06/2011	Recreation Fund	Operating Supplies	Lynn Erickson	Tennis Balls	369.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
62148	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Kathleen Evans	Check Total:	369.00
					Energy Audit	60.00
62149	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Kate Finnegan	Check Total:	60.00
					Energy Audit	60.00
62150	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Teresa Foreman	Check Total:	60.00
					Energy Audit	60.00
62151	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Ann Frenchick	Check Total:	60.00
					Energy Audit	60.00
62152	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Burle Gengenbach	Check Total:	60.00
					Energy Audit	60.00
62153	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	John Gerenz	Check Total:	60.00
					Energy Audit	60.00
62154	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Darlean Gish	Check Total:	60.00
					Energy Audit	60.00
62155	04/06/2011	Recreation Fund	Operating Supplies	Graphicwear Custom Embroidery	Check Total:	60.00
					Shirts	69.00
62156	04/06/2011	Recreation Fund	Operating Supplies	Groth Music	Check Total:	69.00
					Sheet Music	253.94
62157	04/06/2011	General Fund	Office Supplies	GS Direct, Inc.	Check Total:	253.94
					Plot Bond	62.45
62158	04/06/2011	Recreation Fund	Professional Services	Will Hale	Check Total:	62.45
					Spring Celebration Performance	250.00
62159	04/06/2011	Recreation Fund	Professional Services	Christopher Hazelhurst	Check Total:	250.00
					Childrens Music Instuctor	369.20
62160	04/06/2011	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956	Check Total:	369.20
					Payroll Deduction for 4/5 Payroll	538.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
62161	04/06/2011	General Fund	211202 - HRA Employer	ING ReliaStar	Check Total: High Deductable Savings Acct-April :	538.83 9,656.00
62162	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Chris & Jana Johnston	Check Total: Energy Audit	9,656.00 60.00
62163	04/06/2011	Water Fund	Accounts Payable	JV INVESTMENTS	Check Total: Refund Check	60.00 48.84
62164	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Len Kne	Check Total: Energy Audit	48.84 60.00
62165	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Linda Kuehborn	Check Total: Energy Audit	60.00 60.00
62166	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	David Laden	Check Total: Energy Audit	60.00 60.00
62167	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Emily Lai	Check Total: Energy Audit	60.00 60.00
62168	04/06/2011	Storm Drainage	Other Improvements	Land Title, Inc.	Check Total: Real Estate Purchase -Earnest Money	60.00 500.00
62169	04/06/2011	General Fund	210600 - Union Dues Deduction	LELS	Check Total: Payroll Deduction for 4/5 Payroll	500.00 1,512.00
62170	04/06/2011	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	Check Total: Half Page Ad	1,512.00 350.00
62171	04/06/2011	Risk Management	Fire Department Claims	LMCIT	Check Total: LMCIT Claim: 11075814	350.00 875.47
62172	04/06/2011	Water Fund	Accounts Payable	WILLIAM MALINEN	Check Total: Refund Check	875.47 37.62
62173	04/06/2011	Golf Course	Advertising	Minnesota Women's Press, Inc.	Check Total: Golf Ad	37.62 401.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						401.00
62174	04/06/2011	Water Fund	State surcharge - Water	MN Dep Pub Health-Water Supply	Water Supply Connection Assess.-1st	16,149.63
Check Total:						16,149.63
62175	04/06/2011	General Fund	Op Supplies - City Hall	MN Dept of Human Services	Sign for Parks Room 208	41.96
Check Total:						41.96
62176	04/06/2011	General Fund	Training	MN/DOT Commission of Transportation	Bituminous Plant Monitor Training-F	50.00
Check Total:						50.00
62177	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Don Moore	Energy Audit	60.00
Check Total:						60.00
62178	04/06/2011	Water Fund	Accounts Payable	MATTHEW MOORE	Refund Check	51.97
Check Total:						51.97
62179	04/06/2011	General Fund	Employer Insurance	NJPA	Health Insurance Premium-April 2011	843.42
62179	04/06/2011	General Fund	211400 - Medical Ins Employee	NJPA	Health Insurance Premium-April 2011	3,470.60
62179	04/06/2011	General Fund	211400 - Medical Ins Employee	NJPA	Health Insurance Premium-April 2011	13,637.24
62179	04/06/2011	General Fund	211406 - Medical Ins Employer	NJPA	Health Insurance Premium-April 2011	71,297.00
Check Total:						89,248.26
62180	04/06/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	1,353.85
Check Total:						1,353.85
62181	04/06/2011	Telephone	NSCC Telephone	Qwest	Telephone	349.07
62181	04/06/2011	Telephone	NSCC Telephone	Qwest	Telephone	217.56
Check Total:						566.63
62182	04/06/2011	Water Fund	Contract Maintenance	Ramsey County	800 Mhz Radios	35.84
62182	04/06/2011	Sanitary Sewer	Contract Maintenance	Ramsey County	800 Mhz Radios	35.84
62182	04/06/2011	Storm Drainage	Contract Maintenance	Ramsey County	800 Mhz Radios	35.84
62182	04/06/2011	General Fund	Contract Maintenance	Ramsey County	800 Mhz Radios	35.84
62182	04/06/2011	General Fund	Contract Maint. - City Hall	Ramsey County	800 Mhz Radios	35.84
62182	04/06/2011	Water Fund	Contract Maintenance	Ramsey County	800 Mhz Radios	53.76
62182	04/06/2011	Sanitary Sewer	Contract Maintenance	Ramsey County	800 Mhz Radios	53.76
62182	04/06/2011	General Fund	Contract Maintenance	Ramsey County	800 Mhz Radios	53.76
62182	04/06/2011	Storm Drainage	Contract Maintenance	Ramsey County	800 Mhz Radios	53.76
62182	04/06/2011	General Fund	Contract Maint. - City Hall	Ramsey County	800 Mhz Radios	53.76

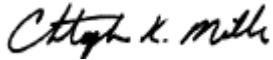
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
62183	04/06/2011	Singles Program	Operating Supplies	Ron Rieschl	Check Total:	448.00
					Singles Supplies	20.00
62184	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Rachelle & Kyle Roeckeman	Check Total:	20.00
					Energy Audit	60.00
62185	04/06/2011	Water Fund	Accounts Payable	STACI SCHULTZ	Check Total:	60.00
					Refund Check	5.04
62186	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Mark Shivers	Check Total:	5.04
					Energy Audit	60.00
62187	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Mark Sorensen	Check Total:	60.00
					Energy Audit	60.00
62188	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Ron Spika	Check Total:	60.00
					Energy Audit	60.00
62189	04/06/2011	Water Fund	St. Paul Water	St. Paul Regional Water Services	Check Total:	60.00
					Water	282,764.30
62190	04/06/2011	General Fund	210900 - Long Term Disability	Standard Insurance Company	Check Total:	282,764.30
					Life Insurance Premium-April 2011	2,727.92
					Life Insurance Premium-April 2011	1,299.49
					Life Insurance Premium-April 2011	2,219.47
62191	04/06/2011	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Check Total:	6,246.88
					Credit	-365.92
62191	04/06/2011	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	372.29
62192	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Deeann Stenlund	Check Total:	6.37
					Energy Audit	60.00
62193	04/06/2011	License Center	Memberships & Subscriptions	Stephens Peck, Inc.	Check Total:	60.00
					Peck's Title Book Service	70.00
62194	04/06/2011	General Fund	211200 - Financial Support	Steward, Zlimen & Jungers, LTD	Check Total:	70.00
					Case #: 09-06243-0	68.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	68.90
62195	04/06/2011	General Fund	Telephone	T Mobile	Telephone	39.99
62195	04/06/2011	Sanitary Sewer	Telephone	T Mobile	Telephone	79.98
					Check Total:	119.97
62196	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Perry & Sheila Toso	Energy Audit	60.00
					Check Total:	60.00
62197	04/06/2011	Boulevard Landscaping	Operating Supplies	Tri State Bobcat	Labor on Weedwacker	55.00
62197	04/06/2011	Boulevard Landscaping	Operating Supplies	Tri State Bobcat	Labor on Weedwacker	65.00
					Check Total:	120.00
62198	04/06/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	142.54
					Check Total:	142.54
62199	04/06/2011	TIF District #17-Twin Lakes	P-SS-ST-W-10-17 Contractor Pay	Veit & Company, Inc.	Twin Lakes AUAR Infrastructure	250,152.48
					Check Total:	250,152.48
62200	04/06/2011	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Location	690.80
					Check Total:	690.80
62201	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Pat Weber	Energy Audit	60.00
					Check Total:	60.00
62202	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Randy Winten	Energy Audit	60.00
					Check Total:	60.00
62203	04/06/2011	Housing & Redevelopment Agency	Payment to Owners	Roger Wippler	Energy Audit	60.00
					Check Total:	60.00
					Report Total:	2,983,990.29

REQUEST FOR COUNCIL ACTION

Date: 4/18/2011
Item No.: 7.b

Department Approval



City Manager Approval



Item Description: Receive Updated City Performance Measures

BACKGROUND

On November 15, 2010 the City Council received a draft summary of the performance measures that had been developed by Staff over the past couple of years. It was noted in the Staff Report that these measures were developed in an effort to complement other reports and statistics prepared by the City and to provide guidance for future decision making. It was further noted that the performance measures were established in accordance with the City's Imagine Roseville 2025 visioning process and goals established by the City Council. Finally, the Report indicated that the measures also included a number of operating indices that are used to manage city programs and services.

Attachment A includes a summary of the current City performance measures including the 2010 results that are available to date.

The Council is reminded that these performance measures are not meant to be an all-encompassing reflection on the results or outcomes the City achieves. The success of city programs and services are affected by a number of determinants including the availability of financial and staffing resources. However, these measures should allow the City to gauge whether established standards are being met, and whether the City is making adequate progress on achieving its long-term goals and objectives.

It is suggested that performance measures be integrated with other citywide best practices such as; strategic planning or visioning, seeking citizen input, establishing goals and objectives, preparing multi-year capital improvement plans and financial plans, and adopting an annual budget.

POLICY OBJECTIVE

Establishing and implementing performance measures is consistent with the Imagine Roseville 2025 process and industry-recommended practices.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

29 **REQUESTED COUNCIL ACTION**

30 For information purposes only. No formal action is required.

31

Prepared by: Chris Miller, Finance Director

Attachments: A: Summary of City Performance Measures

32

Administration Department

Regional Benchmark: Average number of days from a position vacancy to candidate acceptance

IR2025 Strategy: 2.B

Description: # of days between job being posted and person accepting the position

City	2010	2011	2012	3-Year Avg.	2013
Woodbury	-	-	-	-	-
Roseville	60	-	-	-	-

Regional Benchmark: Rate of turnover

IR2025 Strategy: 2.B

Description: # of employees that voluntarily leave the city divided by total number of positions
(excludes seasonal employees)

City	2010	2011	2012	3-Year Avg.	2013
Woodbury	-	-	-	-	-
Roseville	3.5 %	-	-	-	-

Local Benchmark: Number of days for the employee hiring process

IR2025 Strategy: 2.B

Description: # of days between job posting and person accepting the position

Goal	2010	2011	2012	3-Year Avg.	2013
-	60	-	-	-	-

Local Benchmark: Percentage of employee performance reviews conducted within 30 days of the due date

IR2025 Strategy: 2.B

Description: N/A

Goal	2010	2011	2012	3-Year Avg.	2013
- %	15.7 %	- %	- %	- %	- %

Local Benchmark: Number of website subscribers for electronic communications

IR2025 Strategy: 2.B

Description: Number of email accounts registered to receive City News updates through the website's email subscription program

Goal	2010	2011	2012	3-Year Avg.	2013
-	540	-	-	-	-

62 Local Benchmark: Percentage of time cable channel is free of difficulties

63 IR2025 Strategy: 2.B

64 *Description: Technical difficulties are equipment related problems or human errors that prevent*
65 *residents from viewing Roseville Cable Channel 16*

Goal	2010	2011	2012	3-Year Avg.	2013
%	99.9 %	%	%	%	%

66

67 Local Benchmark: Tons of material collected through curbside collection

68 IR2025 Strategy: 2.B

69 *Description: Tons of material collected as part of the City's contracted recycling collection program*

Goal	2009	2010	2011	3-Year Avg.	2012
-	3,281.2	3,321.35	-	-	-

70

71 Finance Department

72

73 Regional Benchmark: Average processing days for accounts payable vendor checks

74 IR2025 Strategy: 2.B

75 *Description: # of days from invoice date to check date*

76

City	2010	2011	2012	3-Year Avg.	2013
Woodbury	-	-	-	-	-
Roseville	20	-	-	-	-

77

78 Local Benchmark: Percentage of cash receipts (40,000 annually) processed accurately

79 IR2025 Strategy: 2.B

80 *Description: N/A*

81

Goal	2010	2011	2012	3-Year Avg.	2013
99 %	99 %	%	%	%	%

82

83 Local Benchmark: Percentage of vendor payments (7,000 annually) processed accurately

84 IR2025 Strategy: 2.B

85 *Description: N/A*

86

Goal	2010	2011	2012	3-Year Avg.	2013
99 %	99 %	%	%	%	%

87

88

89

Local Benchmark: Percentage of paychecks (8,000 annually) processed accurately
 IR2025 Strategy: 2.B
 Description: N/A

Goal	2010	2011	2012	3-Year Avg.	2013
99 %	99 %	%	%	%	%

Local Benchmark: Average License Center customer wait time; tab renewals
 IR2025 Strategy: 2.B
 Description: N/A

Goal	2010	2011	2012	3-Year Avg.	2013
< 5 minutes	2	-	-	-	-

Local Benchmark: Average License Center customer wait time; MV, DL, DNR Licenses
 IR2025 Strategy: 2.B
 Description: N/A

Goal	2010	2011	2012	3-Year Avg.	2013
< 15 minutes	8	-	-	-	-

Police Department

Regional Benchmark: Number of sworn full-time equivalent officers per 1,000 population
 IR2025 Strategy: 5.A
 Description: Total hours worked by sworn officers divided by population in thousands. Measured December 31st of each year number of sworn officers divided by population in thousands

City	2009	2010	2011	3-Year Avg.	2012
Woodbury	-	-	-	-	-
Roseville	1.42	1.3	-	-	-

Regional Benchmark: Response time
 IR2025 Strategy: 5.A
 Description: Time it takes on top priority calls, when officer responds with lights and sirens, from dispatch to first officer on scene

City	2009	2010	2011	3-Year Avg.	2012
Woodbury	-	-	-	-	-
Roseville	n/a	n/a	-	-	-

120 Local Benchmark: Crime data accuracy
 121 IR2025 Strategy: 5.A
 122 *Description: Percentage of correct data supplied to BCA*

2009	2010	2011	3-Year Avg.	2012
99.7 %	95.6 %	%	%	%

124
 125 Benchmark: Number of traffic contacts
 126 IR2025 Strategy: 5.A.6
 127 *Description: Total number of traffic contacts*

2009	2010	2011	3-Year Avg.	2012
n/a	19,421	-	-	-

129
 130 Local Benchmark: Percentage of criminal cases cleared
 131 IR2025 Strategy: 5.A
 132 *Description: Percentage of criminal cases cleared by arrest, unfounded, exceptionally cleared, or*
 133 *referral*

2009	2010	2011	3-Year Avg.	2012
49 %	41 %	%	%	%

135
 136 Local Benchmark: Number of active Neighborhood Watch Programs
 137 IR2025 Strategy: 5.A
 138 *Description: Total number of neighborhoods active in the Program*

2009	2010	2011	3-Year Avg.	2012
140	142	-	-	-

140
 141
 142 **Fire Department**

143
 144 Regional Benchmark: Response time
 145 IR2025 Strategy: 5.B.1
 146 *Description: Time it takes from dispatch to apparatus on scene*

City	2009	2010	2011	3-Year Avg.	2012
Woodbury	-	-	-	-	-
Roseville	-	-	-	-	-

151 Local Benchmark: Percentage of fire calls responded to in six minutes or less from time of dispatch to
 152 arrival at the scene
 153 IR2025 Strategy: 5.B.1
 154 Description: N/A
 155

	All – Calls	Emergency Calls	Non-Emergency Calls
Roseville	90.0 %		
ICMA Average	50.7 %	57.9 %	41.7 %
% Above / Below			

156
 157 Local Benchmark: Average response time of total EMS calls requiring emergency response from time
 158 of dispatch to arrival at the scene
 159 IR2025 Strategy: 5.B.1
 160 Description: N/A
 161

	All EMS Calls (seconds)
Roseville	
ICMA Average	272
% Above / Below	

162
 163 Local Benchmark: Fire personnel injuries with no lost time per 1,000 calls
 164 IR2025 Strategy: 5.B.2
 165 Description: N/A
 166

	2010 Calls	2010 Injuries	% per 100
Roseville	4,225	20	.47 %
ICMA Average			%
% Above / Below			%

167
 168 Local Benchmark: Fire suppression stops/fire confined to room of origin
 169 IR2025 Strategy: 5.B.1
 170 Description: N/A
 171

	2010 Structure Fires	2010 Stops	% per 100 Structure Fires
Roseville	47	47	100 %
ICMA Average	-	-	%
% Above / Below	-	-	%

172
 173
 174

175 Local Benchmark: Fire and EMS cost per Roseville resident
 176 IR2025 Strategy: 5.A.1
 177 Description: N/A

	2010 Budget	Cost per Resident
Roseville	\$ 2,055,800	\$ 61.02
ICMA Average	\$	\$
% Above / Below	%	%

179
 180 Local Benchmark: EMS calls for service per 1,000 residents
 181 IR2025 Strategy: 5.A.1
 182 Description: N/A

	2010 EMS Calls	% per 100
Roseville	3,351	99.46 %
ICMA Average		%
% Above / Below		%

184
 185
 186 **Public Works Department**

187
 188 Regional Benchmark: Average time to complete a snow event
 189 IR2025 Strategy: Goal/Strategy #12
 190 Description: # of hours to plow and sand the entire road system once

City	2009	2010	2011	3-Year Avg.	2012
Woodbury	-	-	-	-	-
Roseville	8	-	-	-	-

192
 193 Regional Benchmark: Gallons of water pumped per day per capita
 194 IR2025 Strategy: 7.A.3
 195 Description: Annual water purchased divided by 365 days divided by # of residents

City	2009	2010	2011	3-Year Avg.	2012
Woodbury	-	-	-	-	-
Roseville	132	-	-	-	-

197
 198 Local Benchmark: Project Engineering cost as a percent of total project construction cost
 199 IR2025 Strategy: Goal/Strategy #12
 200 Description: Average for all projects

2010	2011	2012	3-Year Avg.	2013
8.6 %	%	%	%	%

206 Local Benchmark: Cost per unit for street sweeping
 207 IR2025 Strategy: Goal/Strategy #12
 208 Description: Per linear miles
 209
 210

City	2009	2010	2011	3-Year Avg.	2012
Spring	\$ 309.00	\$	\$	\$	\$
Fall	\$ 114.00	\$	\$	\$	\$

211
 212 Local Benchmark: Cost per unit for seal coating
 213 IR2025 Strategy: Goal/Strategy #12
 214 Description: Per square yard
 215

2009	2010	2011	3-Year Avg.	2012
\$ 1.04	\$	\$	\$	\$

219
 220 Local Benchmark: Cost per unit for snow plowing
 221 IR2025 Strategy: Goal/Strategy #12
 222 Description: Per snow season (Nov-Apr) per lane mile
 223

2009	2010	2011	3-Year Avg.	2012
\$ 1,563.00	\$	\$	\$	\$

228 229 Parks & Recreation Department

230
 231 Regional Benchmark: Percentage of fees to expenditures
 232 IR2025 Strategy: 8.A.1
 233 Description: Amount of fees collected for programs divided by program costs
 234

City	2009	2010	2011	3-Year Avg.	2012
Woodbury	62 %	63 %	%	%	%
Roseville	86.2 %	85.3 %	%	%	%

235
 236 Local Benchmark: Total number of Recreation program participants
 237 IR2025 Strategy: 1.A.6; a, b, and c. 1.B, 3.A, 4.A.6, 8.A
 238 Description: N/A
 239

2010	2011	2012	3-Year Avg.	2013
** 9,239	-	-	-	-

240
 241 ** Includes all registrations completed through activenet registration system. Does not include attendance at any special event or
 242 walk-up or group participation at the Nature Center or Skating Center
 243
 244

245
246
247
248
249
250

Local Benchmark: Skating Center ice hours sold
IR2025 Strategy: 1.A.6; a, b, and c, 3.A, 8.A, 10.B
Description: N/A

2010	2011	2012	3-Year Avg.	2013
2,844	-	-	-	-

251
252
253
254
255

Local Benchmark: Pathway plowing cost per mile
IR2025 Strategy: 8.B.3, 1.A.6.d, 3.D.1.b, 8.A.4
Description: N/A

2010	2011	2012	3-Year Avg.	2013
\$ 1,302	-	-	-	-

256
257
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260

Local Benchmark: Cost per acre for mowing
IR2025 Strategy: 2.A.1.d, 8.A
Description: N/A

2010	2011	2012	3-Year Avg.	2013
\$ 444	-	-	-	-

261
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Community Development Department

Regional Benchmark: # of inspections completed per full-time equivalent building inspector
IR2025 Strategy: 2.B
Description: Total inspections divided by total FTE's

City	2009	2010	2011	3-Year Avg.	2012
Woodbury	-	-	-	-	-
Roseville	1,913	1,794	-	-	-

269
270
271
272
273

Local Benchmark: Complete residential plan reviews within 5 business days 95% of the time
IR2025 Strategy: 2.B
Description: N/A

	2009	2010
Percent	n/a	98.1 %

274
275
276
277
278

Local Benchmark: Complete commercial plan reviews within 10 business days 95% of the time
IR2025 Strategy: 2.B
Description: N/A

	2009	2010
Percent	n/a	94.7 %

279

280 Local Benchmark: Close public nuisance cases within 20 business days 90% of the time
 281 IR2025 Strategy: 2.B, 2.C

282 *Description: N/A*

283

	2009	2010
Percent	87.3 %	80.2 %

284

285 Local Benchmark: Close Neighborhood Enhancement Program-initiated cases within 20 business days
 286 90% of the time 2.B, 2.C

287 IR2025 Strategy:

288 *Description: N/A*

289

	2009	2010
Percent	86.2 %	78.0 %

290

291 Local Benchmark: Median time to approve administrative deviation

292 IR2025 Strategy: 2.B, 6.D

293 *Description: N/A*

294

	2009	2010	2011	3-year Avg.	2012
Time	14 days	15 days	-	-	-

295

296

Date: 4/18/11

Item: 7.c

2012/13 Budget Work Plan:

(revised DRAFT – 4/12/11)

<u>Event</u>		<u>Date(s)</u>
1.	Council/Staff Work Plan/Strategic Planning meetings	Jan. 31 & Feb. 7
2.	Council receives results of the citizen survey	Mar. 28
3.	Council receives results of the minus 10% levy 2011 budget exercise	Mar 28 & Apr 11
4.	Council approves 2011/12 Council/Staff Work Plan	Mar 28
5.	Departments update 2012-2016 Strategic Plans based upon Council/Staff Work Plan/Strategic Planning meetings and priorities	Mar 28-May 23
6.	Council approves 2012 Budget Work Plan and basic budget documentation	Apr 18
7.	Council reviews and possibly refines Budget Ranking Methodology (note: rename to “Program Listing Prioritization Methodology”)	Apr 11
8.	Dept. by Dept. Council-Staff Q & A on items in Program Listing (to understand what the items in the listing are) (IF NECESSARY)	Apr 18
9.	Council and Staff review and agree on which items on Program Listing are truly mandatory, and any consolidations of items on the listing	Apr 18
10.	Review and discuss updates (as necessary) of Financial Policies	April 18
11.	CM & Dept. heads develop and submit Program Listing prioritization results by dept. to Council (<u>both</u> tax & non-tax supported programs); Results reported as a single number (1-5) representing the joint CM/Dept. Head priority (each dept head only prioritizes programs in his/her dept.)	Apr 18-25
12.	With knowledge of joint CM/Dept. Head prioritization results, Councilmembers submit Program Listing prioritizations; Results reported back to Council with listings by Councilmember and Council averages Compare Rankings/Programs with Survey	Apr 25-May 9
13.	Adoption (if necessary) of updated Financial Policies	April 25 or May 9

	<u>Event</u>	<u>Date(s)</u>
14.	Staff report to Council on 2011 County Assessor's Report property value changes for 2012, and preliminary tax base change estimate.	April 25
15.	Council sets preliminary 2012/13 NTE levy	May 23
16.	CM & Dept. heads develop 1 st DRAFT CM recommended 2012/13 Budget Expenditure Summary AND 2012/13 Capital Spending Plan (aka Capital Budget) based on preliminary 2012/13 NTE levy amount [and utility rates]	May 23 – July 11
17.	CIP Subcommittee report due back to Council	June 13
18.	CM presents 1 st DRAFT CM recommended 2012/13 Budget Expenditure Summary and 2012/13 Capital Spending Plan (aka Capital Budget) for tax- and non-tax supported programs	Jul. 11
19.	<u>Only if Council wishes to have this discussion:</u> Policy discussion on whether to provide utility customer notices as part of rate setting process (Roe suggestion)	Jul. 18 or 25
20.	Dept. by Dept. public comment on 1 st DRAFT CM recommended 2012/13 Budget Expenditure Summary and 2012/13 Capital Spending Plan (aka Capital Budget) for tax- and non-tax-supported programs	Jul. 18 & 25 as needed
21.	Council/staff discussion of issues raised in public comment on 1 st DRAFT CM recommended 2012/13 Budget Expenditure Summary and 2012/13 Capital Spending Plan (aka Capital Budget) for tax- and non-tax supported programs, and any factors or assumptions that have changed since preliminary levy was set	August 8 or 15
22.	Staff report to Council on St. Paul Water and Met Council Sanitary Sewer changes for 2012.	August 22 (tent)
23.	Council sets final 2012/13 NTE levy [and preliminary 2012/13 utility rates]	Sept. 12
24.	County sends tax notices to property owners [<u>Only if Council approves this:</u> City sends notices to utility customers on proposed 2012 utility rates and impacts]	Nov. 10-24
25.	CM & Dept. heads refine 1 st DRAFT CM recommended 2012/13 Budget Expenditure Summary and 2012/13 Capital Spending Plan (aka Capital Budget) to create 2 nd DRAFT, based on final 2012 NTE levy amount [and utility rates]	Sept. 13 – Dec. 4

<u>Event</u>		<u>Date(s)</u>
26.	Budget Hearing on Proposed Levy [and Utility Rates] based on 2 nd DRAFT CM recommended 2012/13 Budget Expenditure Summary and 2012/13 Capital Spending Plan (aka Capital Budget)	Dec. 5
27.	Council approves final 2012/13 budget, levy, [and utility rates]	Dec. 5 or 12
28.	Staff report to Council on status of Performance Measures implementation, and Council/Staff discussion about inclusion of Performance Measures into the budget process going forward	1 st Quarter 2012
29.	Staff report to Council on 2012 County Assessor's Report property value changes for 2013, and preliminary tax base change estimate.	April 2012
30.	First Quarter Financial Report	April 2012
31.	Receive Auditors' Report on 2011	April/May 2012
32.	Second Quarter Financial Report	July 2012
33.	Council-Staff Discussions on status of 2012/13 budget versus actual costs and revenues to date	August 2012
34.	Council sets final 2013 NTE levy (adjustment from 2012/13 total) [and any 2013 utility rate changes]	Sept. 2012



Request for Council Action

Date: 04/18/2011

Item Number: 7.d

Department Approval

Manager Approval

A handwritten signature in black ink, appearing to be "J. Arneson", written over a light blue rectangular background.

A handwritten signature in black ink, appearing to be "W. Mahinen", written over a light blue rectangular background.

Item Description: Acceptance of Grant Award for Radio Equipment.

Background

In December of 2010, Sergeant Josh Arneson applied for a grant, through Ramsey County Emergency Management / Homeland Security (RCEMHS), to receive \$30,000 in radio equipment for the Roseville Police Department and East Metro Swat.

In February, the Police Department received notice that Sergeant Arneson's grant request was approved from monies provided through the Urban Area Security Initiative Grant Program. RCEMHS will reimburse the City of Roseville up to \$30,087.38 for the purchase, shipping and installation of the units for the Roseville Police Department and East Metro Swat.

Financial Impacts

As this item is being granted to us, there is no cost to the City. This item will not be replaced and does not have to be depreciated.

Staff Recommendation

Staff recommends Council accept the grant award for the Radio Equipment.

Council Action Requested

Accept the RCEMHS grant award.

Prepared by: Sgt. Josh Arneson

Attachment: A. Award Letter
B. Product Quote from Ancom
C. Product Quote from MSA

Joshua Arneson

From: Mellors, Denzil <denzil.mellors@co.ramsey.mn.us>
Sent: Monday, February 07, 2011 3:21 PM
To: Joshua Arneson
Cc: Mellors, Denzil
Subject: Radio Request

Importance: High

Categories: UOF

Josh,

Please consider this email as authorization for Roseville Police Department to purchases radios that you requested.

Your request that I have received is as follows:

Roseville Police

3- XTS2500 Mod 2

\$2,499.46

\$7,498.38

3

4- XTS mod 2 w/enc

\$3,246.18

\$16,230.90

5

2-XTL 2500 split

\$3,179.05

\$6,358.10

2

\$30,087.38

If you choose to make any changes to this order you may do so, however the amount of \$30,087.38 is the full amount that Ramsey County Emergency Management and Homeland Security will reimburse the City of Roseville. The change must be within Interoperable Communications equipment (Example: batteries for your current radios)

To receive reimbursement from RCEMHS I must receive:

- A invoice from the City of Roseville
 - o A copy of a paid invoice to the vendor (Due to OIG guidelines we need to prove that the vendor has been paid by the jurisdiction that is requesting reimbursement)
- A copy of the shipping Slip (document) for each piece of equipment

URGENT:

Since the money for this purchase is coming from 2008 UASI grant we need your invoice in this office by April 29, 2011 by Close of Business.

The sooner the better J

If you have any question please contact me directly.

Denzil B Mellors

Emergency Management Coordinator

Ramsey County Emergency Management and Homeland Security

90 W Plato Blvd,

St. Paul, MN 55107

w: 651-266-1015

c: 651-249-1242

f: 651-266-1019

p: 952-365-0054

P Please consider the environment before printing.

**MOTOROLA INC.****ANCOM COMMUNICATIONS, INC.**

Prepared By: Dean Daninger

Phone: 763.755.3377

Fax: 763.755.4111

Date: Feb. 25, 2011

Quote #: 20927

Contract #: 437255

Roseville PS

Qty.	Model	Description	List Price	APC Discount	Contract Price	Total Price
XTL5000 Mobile Remote						
2	M20URS9PW1AN	XTL 5000 Main model	\$ 1,497.00	31%	\$ 1,032.93	\$ 2,065.86
2	G442	ADD: XTL 5000 "05" Control Head	\$ 432.00	31%	\$ 298.08	\$ 596.16
2	G444	ADD: XTL 5000 "05" Control Software	\$ -	31%	\$ -	\$ -
2	G806	ASTRO DIGITAL CAI OPERATION SYSTEM SOFTWARE	\$ 515.00	31%	\$ 355.35	\$ 710.70
2	G51	SMARTZONE/SINGLEZONE SYSTEM SOFTWARE	\$ 1,500.00	31%	\$ 1,035.00	\$ 2,070.00
2	G361	ASTRO 25 SOFTWARE	\$ 300.00	31%	\$ 207.00	\$ 414.00
2	G67	ADD: REMOTE MOUNT	\$ 297.00	31%	\$ 204.93	\$ 409.86
2	W22	STANDARD PALM MIC.	\$ 72.00	31%	\$ 49.68	\$ 99.36
2	B18	AUXILIARY 5 WATT SPEAKER	\$ 60.00	31%	\$ 41.40	\$ 82.80
2	W484	Antenna 3DB Gain (764-870MHZ)	\$ 38.00	31%	\$ 26.22	\$ 52.44
2	G114	ENHANCED DIGITAL ID DISPLAY	\$ 75.00	31%	\$ 51.75	\$ 103.50
2	G24	2-YEAR E.S.P. (3 YEAR TOTAL WARRANTY)	\$ 121.00	0%	\$ 121.00	\$ 242.00
2	W635GM	Motorola Promotion, Orders must ship by 3-31-11			\$ (400.00)	\$ (800.00)
LINE ITEM TOTAL						\$ 6,046.68

Qty.	Model	Description	List Price	APC Discount	Contract Price	Total Price
XTL5000 Mobile Remote w/ encryption						
0	M20URS9PW1AN	XTL 5000 Main model	\$ 1,497.00	31%	\$ 1,032.93	\$ -
0	G442	ADD: XTL 5000 "05" Control Head	\$ 432.00	31%	\$ 298.08	\$ -
0	G444	ADD: XTL 5000 "05" Control Software	\$ -	31%	\$ -	\$ -
0	G806	ASTRO DIGITAL CAI OPERATION SYSTEM SOFTWARE	\$ 515.00	31%	\$ 355.35	\$ -
0	G51	SMARTZONE/SINGLEZONE SYSTEM SOFTWARE	\$ 1,500.00	31%	\$ 1,035.00	\$ -
0	G361	ASTRO 25 SOFTWARE	\$ 300.00	31%	\$ 207.00	\$ -
0	G67	ADD: REMOTE MOUNT	\$ 297.00	31%	\$ 204.93	\$ -
0	W22	STANDARD PALM MIC.	\$ 72.00	31%	\$ 49.68	\$ -
0	B18	AUXILIARY 5 WATT SPEAKER	\$ 60.00	31%	\$ 41.40	\$ -
0	W484	Antenna 3DB Gain (764-870MHZ)	\$ 38.00	31%	\$ 26.22	\$ -
0	G114	ENHANCED DIGITAL ID DISPLAY	\$ 75.00	31%	\$ 51.75	\$ -
0	G78	2-YEAR E.S.P. (3 YEAR TOTAL WARRANTY)	\$ 137.00	0%	\$ 137.00	\$ -

0	G625	ADD: DES, DES-XL DES-OSB Encryption	\$	599.00	31%	\$	413.31	\$	-
0	G159	ADD: UCM Hardware Encryption	\$	150.00	31%	\$	103.50	\$	-
0	W969	ADD: Multi Key	\$	330.00	32%	\$	227.70	\$	-
0	W635UM	Motorola Promotion, Orders must ship by 3-31-11				\$	(400.00)	\$	-

LINE ITEM TOTAL

\$ -

<u>Qty.</u>	<u>Model</u>	<u>Description</u>		<u>List Price</u>	<u>APC Discount</u>	<u>Contract Price</u>	<u>Total Price</u>
XTL5000 Mobile Dash							
0	M20URS9PW1AN	XTL 5000 Main model	\$	1,497.00	31%	\$ 1,032.93	\$ -
0	G442	ADD: XTL 5000 "05" Control Head	\$	432.00	31%	\$ 298.08	\$ -
0	G444	ADD: XTL 5000 "05" Control Software	\$	-	31%	\$ -	\$ -
0	G806	ASTRO DIGITAL CAI OPERATION SYSTEM SOFTWARE	\$	515.00	31%	\$ 355.35	\$ -
0	G51	SMARTZONE/SINGLEZONE SYSTEM SOFTWARE	\$	1,500.00	31%	\$ 1,035.00	\$ -
0	G361	ASTRO 25 SOFTWARE	\$	300.00	31%	\$ 207.00	\$ -
0	G66	ADD: DASH MOUNT	\$	125.00	31%	\$ 86.25	\$ -
0	W22	STANDARD PALM MIC.	\$	72.00	31%	\$ 49.68	\$ -
0	B18	AUXILIARY 5 WATT SPEAKER	\$	60.00	31%	\$ 41.40	\$ -
0	W484	Antenna 3DB Gain (764-870MHZ)	\$	38.00	31%	\$ 26.22	\$ -
0	G114	ENHANCED DIGITAL ID DISPLAY	\$	75.00	31%	\$ 51.75	\$ -
0	G24	2-YEAR E.S.P. (3 YEAR TOTAL WARRANTY)	\$	121.00	0%	\$ 121.00	\$ -
0	W635GM	Motorola Promotion, Orders must ship by 3-31-11				\$ (400.00)	\$ -

LINE ITEM TOTAL

\$ -

MESB

<u>Qty.</u>	<u>Model</u>	<u>Description</u>					
XTS2500 Model 2							
1	H46UCF9PW6_N	Motorola XTS 2500 Model II / 160-channel / 800MHz	\$	1,550.00	32%	\$ 1,054.00	\$ 1,054.00
1	Q574	Software 9600 Baud (MN Metro Pkg.)	\$	1,675.00	32%	\$ 1,139.00	\$ 1,139.00
	Display Radio	(includes options; Q806 - CAI operation, Q361 - Astro 25 software, H38 - Smartzone, Q173 - Omnilink & H14 - PTT ID display)					
1	Q393	1750mAH NiMH FM Battery (NTN9857)	\$	47.00	31%	\$ 31.96	\$ 31.96
1	H885	2-Year E.S.P. (3-year total warranty)	\$	84.00	0%	\$ 84.00	\$ 84.00
1	W635GN	Motorola Promotion, Orders must ship by 3-31-11				\$ (350.00)	\$ (350.00)
LINE ITEM TOTAL							\$ 1,958.96

XTS2500 Model 2 w/ encryption							
2	H46UCF9PW6_N	Motorola XTS 2500 Model II / 160-channel / 800MHz	\$	1,550.00	32%	\$ 1,054.00	\$ 2,108.00
2	Q574	Software 9600 Baud (MN Metro Pkg.)	\$	1,675.00	32%	\$ 1,139.00	\$ 2,278.00
		(includes options; Q806 - CAI operation,					

Display Radio

		Q361 - Astro 25 software, H38 - Smartzone, Q173 - Omnilink & H14 - PTT ID display)					
2	Q393	1750mAH NiMH FM Battery (NTN9857)	\$	47.00	31%	\$ 31.96	\$ 63.92
2	Q58	2-Year E.S.P. Encrypted (3-year total warranty)	\$	97.00	0%	\$ 97.00	\$ 194.00
2	Q625	ADD: DES, DES-XL DES-OSB Encryption	\$	599.00	32%	\$ 407.32	\$ 814.64
2	Q159	ADD: UCM Hardware Encryption	\$	150.00	32%	\$ 102.00	\$ 204.00
2	H869	ADD: Multi Key	\$	330.00	32%	\$ 224.40	\$ 448.80
2	W635GN	Motorola Promotion, Orders must ship by 3-31-11				\$ (350.00)	\$ (700.00)

LINE ITEM TOTAL

\$ 5,411.36**Options (most common portable)**

5	PMMN4051	Remote Speaker Microphone		\$89.00	25%	\$ 66.75	\$ 333.75
5	WPLN4111	Desk Top Charger		\$165.00	25%	\$ 123.75	\$ 618.75
50	NTN9857	XTS25000 Batteries		\$130.00		\$ 53.00	\$ 2,650.00
10	NNTN4436	XTS5000 Batteries		\$140.00		\$ 60.00	\$ 600.00
0	NNTN4436	XTS5000 Batteries (rugged)		\$140.00		\$ 65.00	\$ -
0	WPLN4108	Multi Unit Charger, 6 place		\$788.00	25%	\$ 591.00	\$ -
0	RLN4884	12 Volt Travel Charger		\$95.00	25%	\$ 71.25	\$ -

LINE ITEM TOTAL

\$ 4,202.50**Grand Total**\$ 17,619.50**Purchase order is made out to:****Motorola Solutions
13108 Collections Center Drive
Chicago, IL 60693****Please include on the purchase order:****Payment per State contract. B&Q, 20927
State Bid Contract Number: 437255
Tax exempt per M.S. 297A Subd. D.8.****Fax copy of Purchase order to: 763.755.4111 Attn: Dean**


The Safety Company

MSA First Responder Sales Group
121 Gamma Drive
Pittsburgh, PA 15238-2937

Roseville MN PD Tactical Comms Pricing 03-31-2011

		Quantity	Unit Price	Total
10101917	Tactical PTT, Motorola XTS2500/5000	13	\$450.00	\$5,850.00
10079962/67	Neckband Headset Comms Supreme Pro Mic Rht/Left	13	\$445.00	\$5,785.00
			\$895.00	\$11,635.00

Notes: Pricing is good for a period of 60 days from the above date. All Prices include freight. Order to be placed with Metro Fire in Ham Lake, MN the local MSA distributor. 763-767-7247

Alan B. Mestdagh

MSA, Sr. Sales manager
Office: 913-825-9019
Cell: 913-961-8535

Phone 1-866-672-1001
Fax 1-800-967-0398

<http://www.MSAnet.com>
E-Mail: Info@MSAnet.com

PO Box 426
Pittsburgh, PA 15230-0426 USA

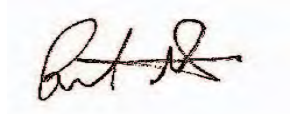
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 4/18/2011

Item No.: 7.e

Department Approval

City Manager Approval



Item Description:

DONATION FROM ST. PAUL K9 FOUNDATION

1

2 **BACKGROUND**

3 The Roseville Police Department's budget allows for three K-9's. When it became apparent that K-9 Major would
4 be forced into early retirement, the police department began the process of obtaining a third K-9. About five
5 weeks ago, K-9 Sieger (a fourteen month old German Shepherd) joined the police department and is currently in
6 training with his partner, Officer Brooke Jennings.

7

8 The cost of a "green" or untrained dog is \$7,500 and training is an additional \$2,500. The St. Paul Police K-9
9 Foundation has granted \$6,000 to our police department to assist with the cost of a third K-9 and its training.

10 **POLICY OBJECTIVE**

11 Allow the police department to accept the funds donated by the St. Paul K-9 Foundation. The donated funds will
12 cover 60 percent of the purchase and training cost of a new K-9.

13 **FINANCIAL IMPACTS**

14 There is no cost to the city for the purpose of purchasing and the initial training of K-9 Sieger. A private donation
15 will cover the remaining \$4,000.00.

16 **STAFF RECOMMENDATION**

17 Allow the police department to accept the funds donated by the St. Paul K-9 Foundation.

18 **REQUESTED COUNCIL ACTION**

19 Request Council approval to accept the donation from the St. Paul K-9 Foundation.

20

21

22

Prepared by: Karen Rubey
Attachments:

23



REQUEST FOR CITY COUNCIL ACTION

DATE: **4/18/2011**

ITEM NO. 7.f.

Department Approval:

City Manager Approval:

Item Description: Annual Variance Board Appointments

1.0 BACKGROUND:

1.1 Pursuant to Chapter 1014.04 (Board of Zoning Adjustments and Appeals) of the Roseville City Code, the City Council annually nominates three members of the Planning Commission to serve as the Roseville Variance Board. While “nominates” typically means “selects,” experience has shown that the more practical course is for Planning Commissioners to volunteer if they are willing and available to serve on the Variance Board, and for the City Council to ratify the self-selected Commissioners.

1.2 On April 6, 2011, Planning Commissioners John Gisselquist, Michael Boguszewski, Peter Stohmeier, and Jeff Lester each volunteered to serve as members of the Variance Board. Since last year’s ruling by the courts regarding the strict interpretation of reasonable use, variance applications have all but stopped throughout the State.

2.0 STAFF RECOMMENDATION

Planning Division staff recommends that the Roseville City Council ratify Planning Commissioners John Gisselquist, Michael Boguszewski, Peter Stohmeier, and Jeff Lester as the Variance Board serving from May 4, 2011 to April 5, 2012.

3.0 SUGGESTED CITY COUNCIL ACTION

By motion, ratify the selection of Roseville Planning Commissioners John Gisselquist, Michael Boguszewski, Peter Stohmeier, and Jeff Lester as the Planning Commission members appointed to serve as the Variance Board from May 4, 2011 to April 5, 2012.

Prepared by: City Planner Thomas Paschke

Revised 4/15 at 2:00 p.m.

REQUEST FOR COUNCIL ACTION

DATE: 4/18/2011

ITEM NO: 7.g

Department Approval



City Manager Approval



Item Description: Request by Derek Thorson for approval of an accessory dwelling unit as a **conditional use** at 3091 Fairview Avenue (PF11-007).

1.0 REQUESTED ACTION

Mr. Thorson proposes to finish the space above the attached garage for use as a master suite and, initially, as an accessory dwelling unit, if approved as a CONDITIONAL USE.

Project Review History

- Application submitted and determined complete: March 2, 2011
- Sixty-day review deadline: April 29, 2011
- Planning Commission recommendation (7-0 to approve): April 6, 2011
- Project report prepared: April 7, 2011
- Anticipated City Council action: April 18, 2011

2.0 SUMMARY OF RECOMMENDATION

The Planning Division concurs with the recommendation of the Planning Commission to approve the proposed CONDITIONAL USE; see Section 7 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

Adopt a resolution approving the proposed CONDITIONAL USE, pursuant to §1004.07 (Residential Uses) and §1009.02 (Conditional Uses) of the City Code; see Section 8 of this report for the detailed action.

18 **4.0 BACKGROUND**

19 4.1 The property at 3091 Fairview Avenue has a Comprehensive Plan designation of Low
20 Density Residential (LR) and a zoning classification of Low Density Residence District
21 (LDR-1), in which an accessory dwelling unit (ADU) is a requires approval as a
22 CONDITIONAL USE. An ADU is variously known as a “mother-in-law apartment” or
23 “granny flat” and is generally used as additional living area for the property owner or as a
24 small, efficiency-sized dwelling unit that may be occupied by a family member or other
25 unrelated renter.

26 4.2 The proposed ADU would be above the attached garage. Even though Mr. Thorson’s
27 immediate plans are to finish the space above the garage and rent it to a college-student
28 relative, the space would become the “master suite” for the residence after that time.

29 **5.0 CONDITIONAL USE ANALYSIS**

30 5.1 REVIEW OF GENERAL CONDITIONAL USE CRITERIA: Section 1009.02C of the City Code
31 establishes general standards and criteria for all conditional uses, and the Planning
32 Commission and City Council must find that each proposed conditional use does or can
33 meet these requirements. The general standards are as follows:

- 34 a. *The proposed use is not in conflict with the Comprehensive Plan.* Planning Division
35 believes that the proposed ADU is not in conflict with the Comprehensive Plan, but
36 that it advances land use Policy 7.4 by promoting increased housing options in the
37 community.
- 38 b. *The proposed use is not in conflict with a Regulating Map or other adopted plan.* The
39 proposed ADU is not in conflict with such plans because none apply to the property.
- 40 c. *The proposed use is not in conflict with any City Code requirements.* Planning
41 Division staff believes that the proposed ADU can meet all applicable City Code
42 requirements; moreover, a CONDITIONAL USE approval can be rescinded if the
43 approved use fails to comply with all applicable Code requirements or conditions of
44 the approval.
- 45 d. *The proposed use will not create an excessive burden on parks, streets, and other*
46 *public facilities.* Planning Division staff does not expect such a dwelling unit,
47 accommodating up to two occupants, to have any noticeable impact on any parks or
48 public infrastructure.
- 49 e. *The proposed use will not be injurious to the surrounding neighborhood, will not*
50 *negatively impact traffic or property values, and will not otherwise harm the public*
51 *health, safety, and general welfare.* Planning Division staff anticipates that if the
52 ADU is occupied by someone other than homesteading property owners as an
53 extension of their home, any land use impacts to the surrounding neighborhood and
54 broader community would be slight at most. Renters of the ADU will likely add a few
55 vehicle trips to the local road network each day; some could argue that the additional
56 vehicles constitute a negative impact on traffic (and a violation of this general
57 criterion), but Planning Division staff has found in item “d” above that the potential,
58 additional traffic would not impose an excessive burden on the public street
59 infrastructure. Likewise, some may claim that a rental ADU will negatively impact

60 their property values (again, violating this criterion); staff believes that the proposed
61 ADU in this location would not have a noticeable effect on the value nearby property.

62 5.2 REVIEW OF SPECIFIC CONDITIONAL USE CRITERIA: Section 1009.02D of the City Code
63 establishes additional standards and criteria that are specific to ADUs. This section of the
64 ordinance includes several such requirements, but the applicable ones are as follows.

65 **a.** *An ADU shall be located on a lot occupied by a one-family dwelling.* The proposal
66 would meet this requirement because the principal use on the property is a one-family
67 dwelling.

68 **b.** *No more than one ADU shall be allowed on a lot.* This requirement will be satisfied
69 as long as additional units are not approved or created in the future.

70 **c.** *The one-family dwelling on the lot shall be owner-occupied.* Compliance with this
71 requirement will be verified as part of the required, annual registration of rental units
72 while the ADU is to be rented.

73 **d.** *Maximum size of the ADU shall not exceed 600 square feet of living area.* The
74 proposed ADU would have a gross area of approximately 575 square feet at the
75 outside dimensions of the space, with the living area (subtracting out the closet and
76 storage areas) probably being closer to 500 square feet.

77 **e.** *The ADU shall have setbacks that meet the setback requirements for principal
78 structures on the property.* The proposed ADU is within the principal structure, above
79 the existing attached garage. Since the living area is not proposed to be expanded
80 beyond its current limits, the proposal will satisfy this requirement.

81 5.3 Roseville's Development Review Committee, a body comprising staff from various City
82 departments, met on March 17, 2011 to discuss the application. The only concern was
83 that the ADU be given a unique address so that emergency responders know more
84 precisely where they're needed if called to the property by renter-occupants; rather than
85 recommending a unique address identifier as a condition of the approval, this concern
86 will be addressed in the form of a zoning text amendment to require a unique address for
87 all ADUs whenever they're being rented.

88 5.4 Review of the proposed ADU against the CONDITIONAL USE standards and criteria leads
89 Planning Division staff to conclude that the use can meet all of the applicable
90 requirements. Some of the requirements (e.g., owner-occupancy of the principal dwelling
91 if the ADU is occupied as a separate unit, compliance with heightened building code
92 requirements, etc.) will necessitate ongoing verification, but staff finds that adequate
93 provisions already exist in the City Code and that an approval of the CONDITIONAL USE
94 need not include specific conditions pertaining to compliance.

95 5.5 Section 1009.02E of the City Code requires the applicant to validate an approval of the
96 CONDITIONAL USE by beginning construction of the proposed improvements related to the
97 ADU. If the approval has not been validated within one year, the approval will expire and
98 become void.

99 **6.0 PUBLIC COMMENT**

100 6.1 Planning Division staff has received a couple of phone calls from nearby property
101 owners. In each of these cases, people have been interested in what an ADU is and how it
102 would be regulated, but nobody has expressed concern with approving the proposal.

103 6.2 The Planning Commission held the duly-noticed public hearing for this application on
104 April 6, 2011; draft minutes from the public hearing were not available at the time this
105 report was prepared. The questions of the Commissioners centered more on the meeting's
106 subsequent agenda item pertaining to proposed additional Zoning Code requirements for
107 ADUs, and none of the Commissioners had significant concerns with the present
108 CONDITIONAL USE application. No one from the public addressed the Planning
109 Commission on this matter. After closing the public hearing, the Planning Commission
110 unanimously (i.e., by a vote of 7-0) recommended that the application be approved based
111 on the findings identified in the staff report.

112 **7.0 RECOMMENDATION**

113 Based on the recommendation of the Planning Commission and the comments and
114 findings outlined in Sections 4-6 of this report, the Planning Division recommends
115 approval of the proposed CONDITIONAL USE pursuant to §1004.07 and §1009.02 of the
116 Roseville City Code.

117 **8.0 SUGGESTED ACTION**

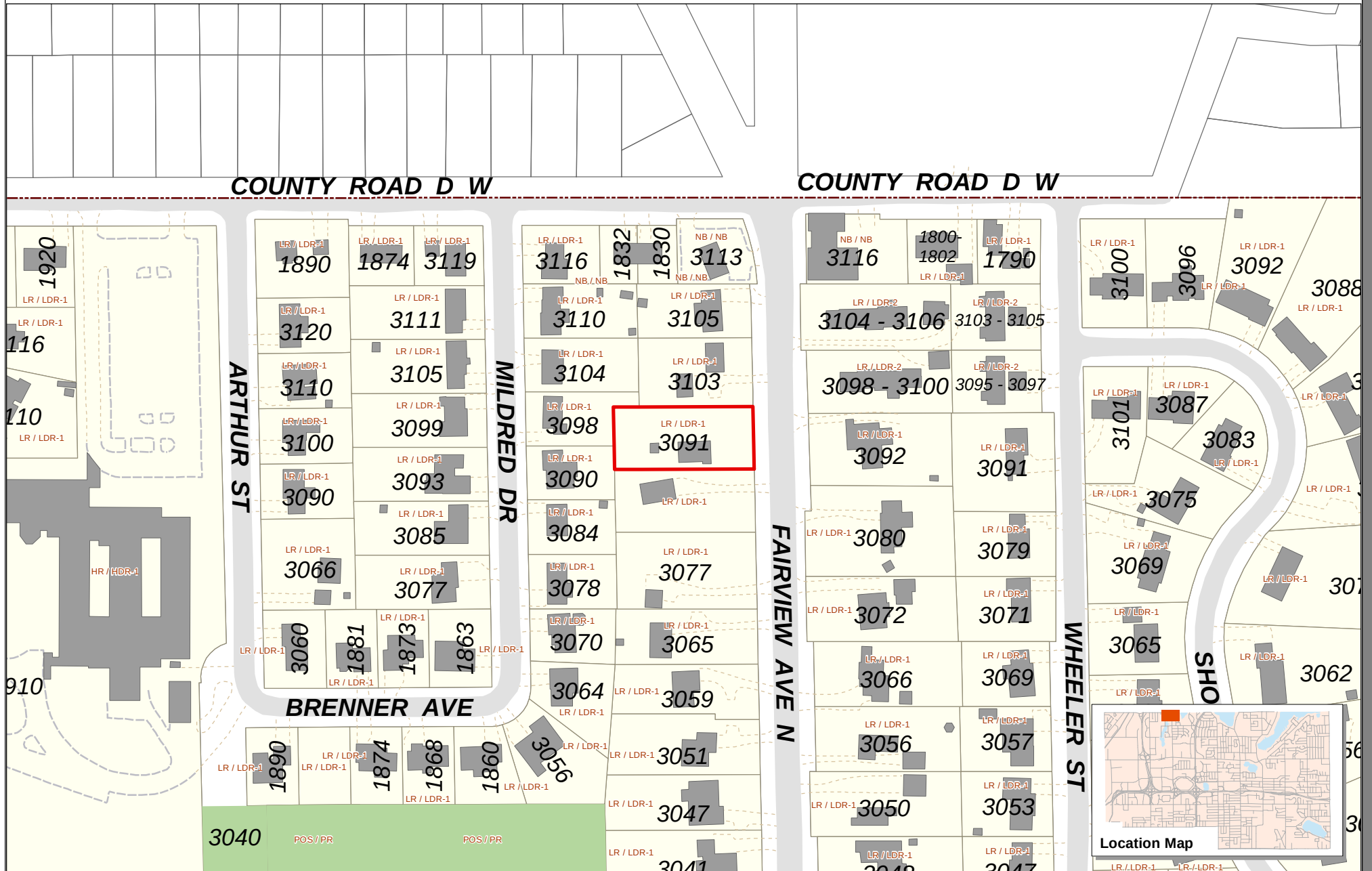
118 **Adopt a resolution approving the proposed accessory dwelling unit as a**
119 **CONDITIONAL USE** at 3091 Fairview Avenue, based on the comments and findings of
120 Sections 4-6 and the recommendation of Section 7 of this staff report.

Prepared by: Associate Planner Bryan Lloyd

Attachments: A: Area map
B: Aerial photo

C: Proposed floor plans
D: Draft resolution

Attachment A: Location Map for Planning File 11-007



Prepared by:
Community Development Department
Printed: March 2, 2011



Site Location

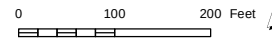
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (2/28/2011)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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



mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 11-007



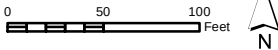
Prepared by:
Community Development Department
Printed: March 2, 2011



Site Location

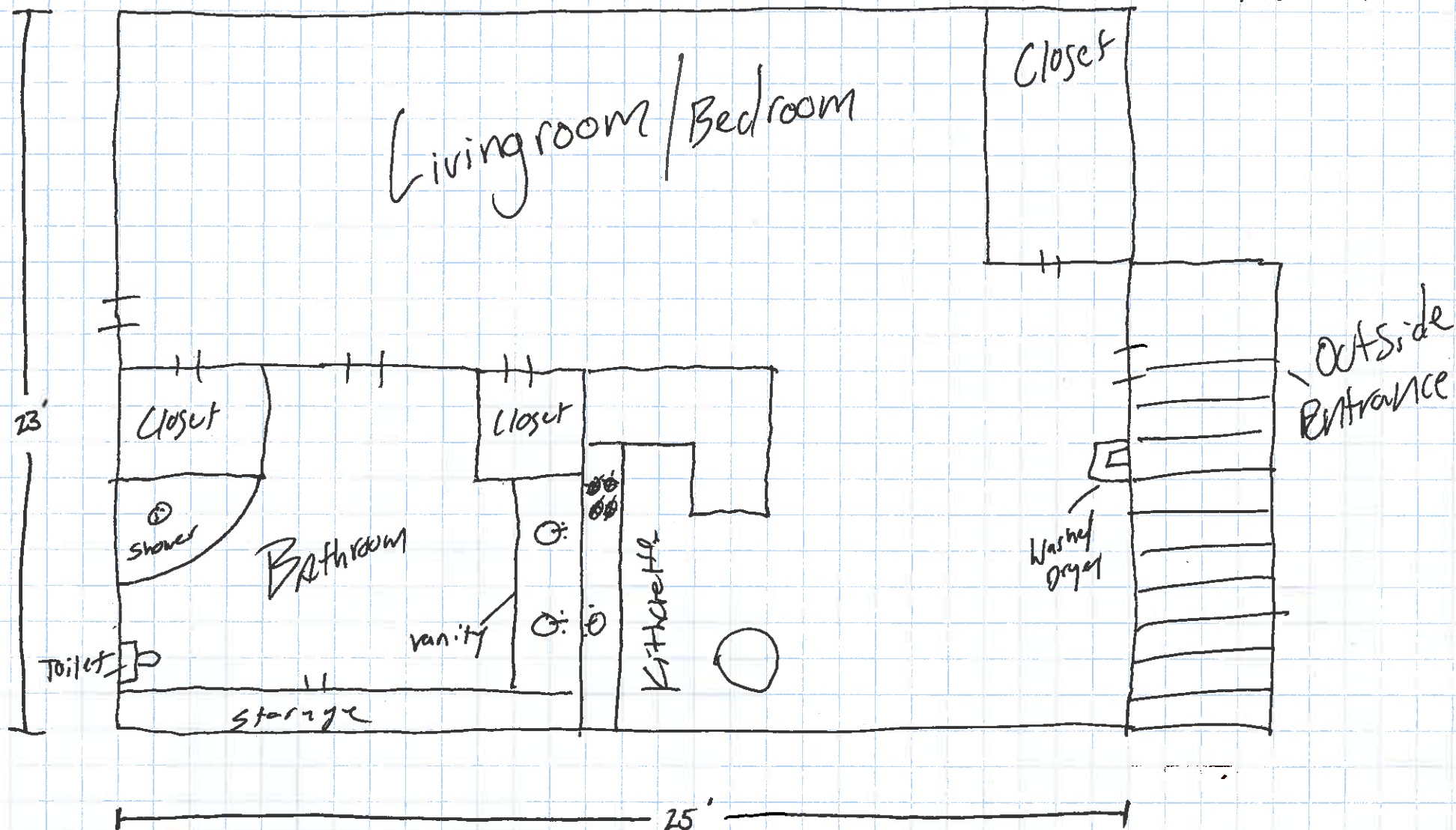
Data Sources
* Ramsey County GIS Base Map (2/28/2011)
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Master ~~Kitchen~~ bedroom

3091

Fairview Ave North
Rossville

**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 April 2011 at 6:00 p.m.

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

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

**RESOLUTION NO.
A RESOLUTION APPROVING AN ACCESSORY DWELLING UNIT AS A
CONDITIONAL USE AT 3091 FAIRVIEW AVENUE (PF11-007)**

WHEREAS, Derek Thorson, applicant for approval of the proposed conditional use, owns the property at 3091 Fairview Avenue, which is legally described as:

**PIN:04-29-23-21-0073
Hedlund's Addition, the S 60 feet of Lot 3 and the N 36 feet of Lot 4 and the N 36 feet of the
E 40 feet of Lot 9 and the S 60 feet of the E 40 feet of Lot 10, all in Block 1**

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed CONDITIONAL USE on April 6, 2011, voting 7-0 to recommend approval of the use based on the comments and findings of the staff report prepared for said public hearing; and

WHEREAS, the Roseville City Council has determined that approval of the proposed CONDITIONAL USE will not result in adverse impacts to the surrounding properties based on the following findings:

- a. The proposed accessory dwelling unit is not in conflict with the Comprehensive Plan because it advances land use Policy 7.4 by promoting increased housing options in the community;
- b. The proposed use is not in conflict with a Regulating Map or other adopted plan because no such plans apply to the area surrounding the property;
- c. The proposed use is not in conflict with City Code requirements, and the conditional use approval can be rescinded if the use of the accessory dwelling unit fails at any time to comply with all applicable Code requirements or conditions of the approval;
- d. The proposed accessory dwelling unit, which is suitable for up to two occupants, will not create an excessive burden on parks, streets, and other public facilities; and
- e. The proposed accessory dwelling unit is a small residential use that will not be injurious to the surrounding residential neighborhood, will not negatively impact

34 traffic or property values, and will not otherwise harm the public health, safety,
35 and general welfare.

36 NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE
37 the proposed accessory dwelling unit at 3091 Fairview Avenue as a CONDITIONAL USE in
38 accordance with Section §1009.02 of the Roseville City Code.

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

42 WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Derek Thorson, 3091 Fairview Avenue (PF11-007)

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 April 2011 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 18th day of April 2011.

William J. Malinen, City Manager

(SEAL)

REQUEST FOR COUNCIL ACTION

DATE: 4/18/2011

ITEM NO: 7.h

Department Approval:



City Manager Approval:



Item Description: Request by Ramsey County for renewed approval of the household hazardous waste collection site at Kent Street and Larpenteur Avenue as an **interim use (PF3663)**

1.0 REQUESTED ACTION

Ramsey County Department of Public Health has requested a 5 year extension of their INTERIM USE approval to allow continuation of the operation of a satellite household hazardous waste (HHW) collection facility at the County's site along Kent Street just north of Larpenteur Avenue pursuant to §1009.03 (Interim Uses) of the City Code.

Project Review History

- Application submitted and determined complete: February 28, 2011
- Sixty-day application review deadline: April 29, 2011
- Planning Commission recommendation (7-0 to approve): April 6, 2011
- Project report prepared: April 7, 2011
- Anticipated City Council action: April 18, 2011

2.0 SUMMARY OF RECOMMENDATION

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

3.0 SUMMARY OF SUGGESTED ACTION

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

4.0 BACKGROUND

- 4.1 The subject property is zoned Institutional (INST) District, and is guided by the Comprehensive Plan for institutional land uses.
- 4.2 Minnesota Law requires metropolitan communities to provide for the collection of HHW, and Ramsey County has operated a satellite collection site in this location along the 1700 block of Kent Street since 1992. In July 1992 the City of Roseville granted Ramsey County a two-year interim use permit (IUPs, as such approvals were formerly known) that allowed HHW collection to occur during September and October of 1992 and 1993. In July 1994 the City granted another two-year IUP for HHW collection during September and October of 1994 and 1995.
- 4.3 Then, beginning in 1996, the City began granting longer approvals. Since 2000, Ramsey County has been contracting with Bay West, Inc. to facilitate the HHW collections services. Approvals in May 1996, May 2001, and February 2006 Ramsey County was granted IUPs that were valid for 5 years (the maximum term for such approvals) with monitoring by City staff and, if necessary, preparing reports of issues requiring the attention of the Planning Commission and City Council.

5.0 REVIEW OF INTERIM USE APPLICATION

Section 1009.03 of the City Code establishes the regulations pertaining to INTERIM USES.

- 5.1 The purpose statement for this section indicates that: *Certain land uses might not be consistent with the land uses designated in the Comprehensive Land Use Plan, and they might also fail to meet all of the zoning standards established for the district within which they are proposed; some such land uses may, however, be acceptable or even beneficial if reviewed and provisionally approved for a limited period of time. The purpose of the interim use review process is to allow the approval of interim uses on a case-by-case basis; approved interim uses shall have a definite end date and may be subject to specific conditions considered reasonable and/or necessary for the protection of the public health, safety, and general welfare.*
- 5.2 An applicant seeking approval an INTERIM USE is required to hold an open house meeting to inform the surrounding property owners and other interested attendees of the proposal, to answer questions, and to solicit feedback. The open house was held on October March 17, 2011; the summary of the open house meeting provided by the applicant is included with this staff report as Attachment C.
- 5.3 During the review of the application, the Development Review Committee (DRC) was unconcerned by the proposal, with the understanding that the HHW collection site would continue operating as it has in the past. The applicant's description of the HHW collection use, inspections and monitoring, and site plans illustrating the arrangement of the collection activity on the site is included with this staff report as Attachment D.
- 5.4 Section 1009.03D of the City Code specifies that three specific findings must be made in order to approve a proposed INTERIM USE:
 - a. *The proposed use will not impose additional costs on the public if it is necessary for the public to take the property in the future.* This is generally intended to ensure that particular interim use will not make the site costly to clean up if the City were to acquire the property for some purpose in the future. Although the use

specifically involves hazardous waste, the types and quantities are of a household nature and scale and the facility is built and operated to protect against spillage of these materials. Although a public entity already owns the property, Planning Division staff nonetheless believes that the operation of the HHW collection site will adequately protect the site from contamination.

- b.** *The proposed use will not create an excessive burden on parks, streets, and other public facilities.* With an average of 150 vehicles visiting the HHW collection site on its operational days, the traffic generated by the facility is well within the capacity of Larpenteur Avenue, and Planning Division staff believes that the waste collection use itself is conducted and located in a way that has no effect of other public facilities.
- c.** *The proposed use will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety, and general welfare.* The HHW collection use has operated periodically for nearly 20 years and Community Development staff is unaware of any complaints having been made about the use during that time. Planning Division staff believes that the continuation of the use in the same conscientious manner will ensure that it does not injure the public health, safety, and general welfare.

6.0 PUBLIC COMMENT

The Planning Commission held the duly-noticed public hearing for this application on April 6, 2011; draft minutes of the public hearing were not available at the time this report was drafted. The bulk of the Planning Commission's discussion dealt with the environmental performance of the HHW collection site, what sort of testing had been done, and whether the operation continued to be monitored to ensure that that it was being properly run. John Springman, representing Ramsey County, indicated that no testing has occurred but that a Phase I assessment of the site was conducted prior to initiating the INTERIM USE in 1992 and that the site operations are routinely inspected to ensure that the HHW is being properly handled and is not creating contamination outside of the specially constructed collection area. No one from the public commented on the proposed INTERIM USE renewal. After closing the public hearing, the Planning Commission voted unanimously (i.e., 7-0) to recommend renewed approval of the INTERIM USE.

7.0 RECOMMENDATION

Based on the comments and findings outlined in Sections 4-6 of this report, the Planning Division concurs with the recommendation of the Planning Commission to approve the continuation of the seasonal household hazardous waste collection facility as an INTERIM USE for an additional 5 years, subject to the condition that the HHW collection use shall be administratively reviewed on an annual basis on the anniversary date of the resolution granting the renewed INTERIM USE approval, with a staff report submitted to the Planning Commission and City Council as needed to address operational or maintenance issues that may arise.

8.0 SUGGESTED ACTION

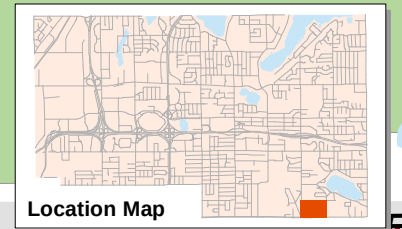
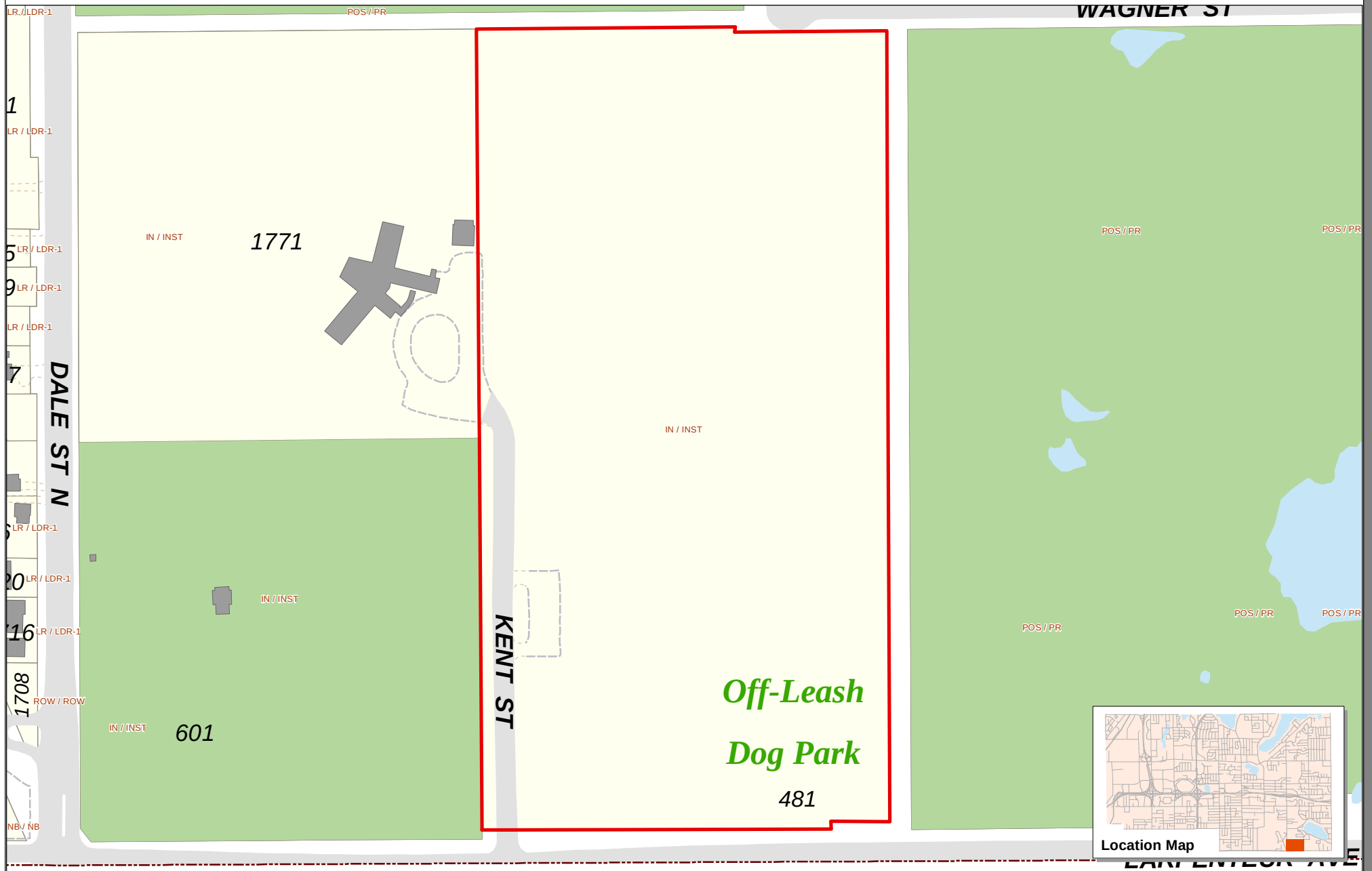
Adopting a resolution renewing the 5-year approval of the INTERIM USE for Ramsey County to continue operating a household hazardous waste collection facility at the Kent Street location, based on the comments and findings of Sections 4-6 and the recommendation of Section 7 of this report.

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

Attachments:

A: Area map	D: Site plan and description of the proposed use
B: Aerial photo	E: Draft resolution
C: Open house meeting summary	

Attachment A: Location Map for Planning File 3663



Prepared by:
Community Development Department
Printed: March 2, 2011



Site Location

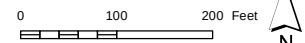
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (2/28/2011)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

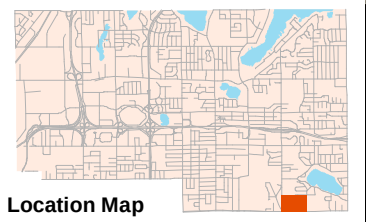
Disclaimer

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mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 3663



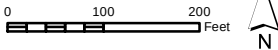
Prepared by:
Community Development Department
Printed: March 2, 2011



Site Location

Data Sources
* Ramsey County GIS Base Map (2/28/2011)
* Aerial Data: Kucera (4/2009)
For further information regarding the contents of this map contact:
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2660 Civic Center Drive, Roseville MN

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Saint Paul - Ramsey County Public Health

Zack Hansen, Environmental Health Director

Attachment C

Environmental Health Section
2785 White Bear Avenue North, Suite 350
Maplewood, MN 55109-1320
P: 651.266.1199 | F: 651.266.1177

March 22, 2011

Mr. Thomas Paschke
City Planner
City of Roseville
2660 Civic Center Drive
Roseville, MN. 55113

Dear Mr. Paschke:

The Saint Paul - Ramsey County Department of Public Health (County) is seeking renewal of an Interim Use Permit to continue operating a seasonal collection site for household hazardous waste (HHW) at 1725 Kent Street in Roseville. The County recently held a community open house as a requirement of the permit application process, the purpose of which is to engage the community in the review process. This letter serves as a follow-up summary of the open house.

Invitations for the community open house were sent out on March 3, 2011 to a list of 86 addressees provided by the City. The mailing list included property owners within 500 feet of the proposed HHW site, members of the Planning Commission and City Council, the Community Planning Director, the City Manager, and the Mayor. The open house was held at the Roseville Community Center on March 17, 2011 from 6:00 p.m. to 9:00 p.m. County Environmental Health Section staff was present to answer questions and receive feedback from those attending. Only one person showed up during the scheduled meeting time: Lonnie Brokke, City of Roseville Parks and Recreation Director. Mr. Brokke was supportive of HHW collection in Roseville and commented that it provides a good service to residents.

Thank you for your consideration of this summary. If there are any questions, please contact John Springman at 651-266-1150, or via e-mail at john.springman@co.ramsey.mn.us.

Sincerely,

A handwritten signature in black ink that reads "Z Hansen".

Zack Hansen
Environmental Health Director

C: Julio Mangine, Director, Ramsey County Property Management
Jane Norbin, Interim Director, St. Paul – Ramsey County Public Health
John Springman, Environmental Health Supervisor

Attachments

Roseville Interim Use Permit Application

NARRATIVE DESCRIBING PROPOSED SITE AND SITE OPERATIONS FOR RAMSEY COUNTY'S SEASONAL HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION SITE IN ROSEVILLE, MN.

BACKGROUND

Minnesota law requires metropolitan counties to provide for collection of household hazardous waste (HHW). Ramsey County has provided HHW collection services to County residents since 1991. The County's current vendor for providing HHW collection services is Bay West, Inc. Bay West operates a year-round HHW collection site at its headquarters in Saint Paul, as well as seasonal (satellite) sites in Arden Hills, Maplewood, Roseville, and two satellite locations in Saint Paul. These satellite sites typically operate for two days per week, with locations changing each month between April and October. The Roseville HHW site is located along the 1700 block of N. Kent Street, just north of Larpentour Avenue and approximately two blocks east of Dale Street, on property owned by Ramsey County. This site has served the community for 19 consecutive years, since 1992.

Permit History. In July of 1992, the City of Roseville granted Ramsey County a two-year Interim Use Permit that allowed HHW collection in 1992 and 1993. The City granted another two-year Interim Use Permit for the site in July of 1994. The City granted successive five-year Interim Use Permits in May of 1996, in June of 2001 and in June of 2006. The current Interim Use Permit is scheduled to expire in May of 2011.

DESCRIPTION OF SITE AND SITE OPERATIONS

Site History. Prior to applying for the original Interim Use permit in 1992, Ramsey County contracted with Braun Intertec to perform a Phase I environmental evaluation of the proposed site. The report concluded that:

"...research and on-site observations did not produce documented or observable environmental hazards associated with past or present land use activities at the site. In addition, our research did not produce documented evidence indicating that environmental hazards from off-site sources have affected the site. No issues have been raised which would warrant further investigation."

Based on this report, the County determined that soil sampling was not warranted. This information was submitted as part of the 1992 Interim Use permit application to the City of Roseville.

HHW Site Description. The seasonal HHW site in Roseville is located on County-owned property east of and adjacent to Kent Street, just north of Larpentour Avenue. The HHW collection site consists of a waste collection area and a vehicle queuing and exit area. The HHW collection area includes a reinforced concrete slab measuring 18 feet long by 38 feet wide that is surrounded by an asphalt apron. The slab is sealed with an epoxy coating and designed for spill containment. The vehicle queuing and exit areas are paved bituminous asphalt surfaces that provide access to the collection area from Kent Street, and include security gates located at the site entrance and exit drives along Kent St. An earthen berm borders the site to the south and east. A portable sign displaying the site operating schedule and a telephone number for the HHW program is posted on site during each collection period.

HHW Site Operations. The site has been operated in accordance with the Roseville permit, the Ramsey County Solid and Hazardous Waste Ordinance, Minnesota Pollution Control Agency's HHW program operations manual and within contractual agreements with the County's HHW collection vendor. Waste containers brought to the site by residents are placed directly by the contractor into plastic tubs, and then into drums or other containers inside Bay West's waste hauling vehicle. Gasoline and similar solvents are poured into a 55-gallon drum on site. This receiving drum is grounded and rests within an 85-gallon overpack drum, which sits atop heavy-duty plastic sheeting surrounded by spill containment booms. At the end of each operating day, all waste is hauled to Bay West's facility in Saint Paul for further processing. No waste or equipment remains on site during non-operating hours.

Site Monitoring. Saint Paul – Ramsey County Public Health, Environmental Health Section, will continue to conduct routine site operation inspections during each operating period, as has been the practice since the site opened in 1992. These inspections include assessments of waste handling practices, materials and procedures for spill control and cleanup, traffic control, and review of the site safety plan and emergency response procedures. The Environmental Health Section would also continue to implement a year-round site observation program that utilizes personnel from the County Public Works Department, Public Health Department, and the Volunteers of America Regional Corrections Center (just north of the HHW site on Kent St.). Staff from Public Works and Woodview routinely drive by the site as part of their regular duties, and have been asked to immediately notify the Environmental Health Section if site maintenance is needed. Staff from the Environmental Health Section also periodically drive by the site.

Site Usage. Since 2000 the site has operated on Fridays and Saturdays, typically during the month of June of each year. The following table shows site usage through 2010:

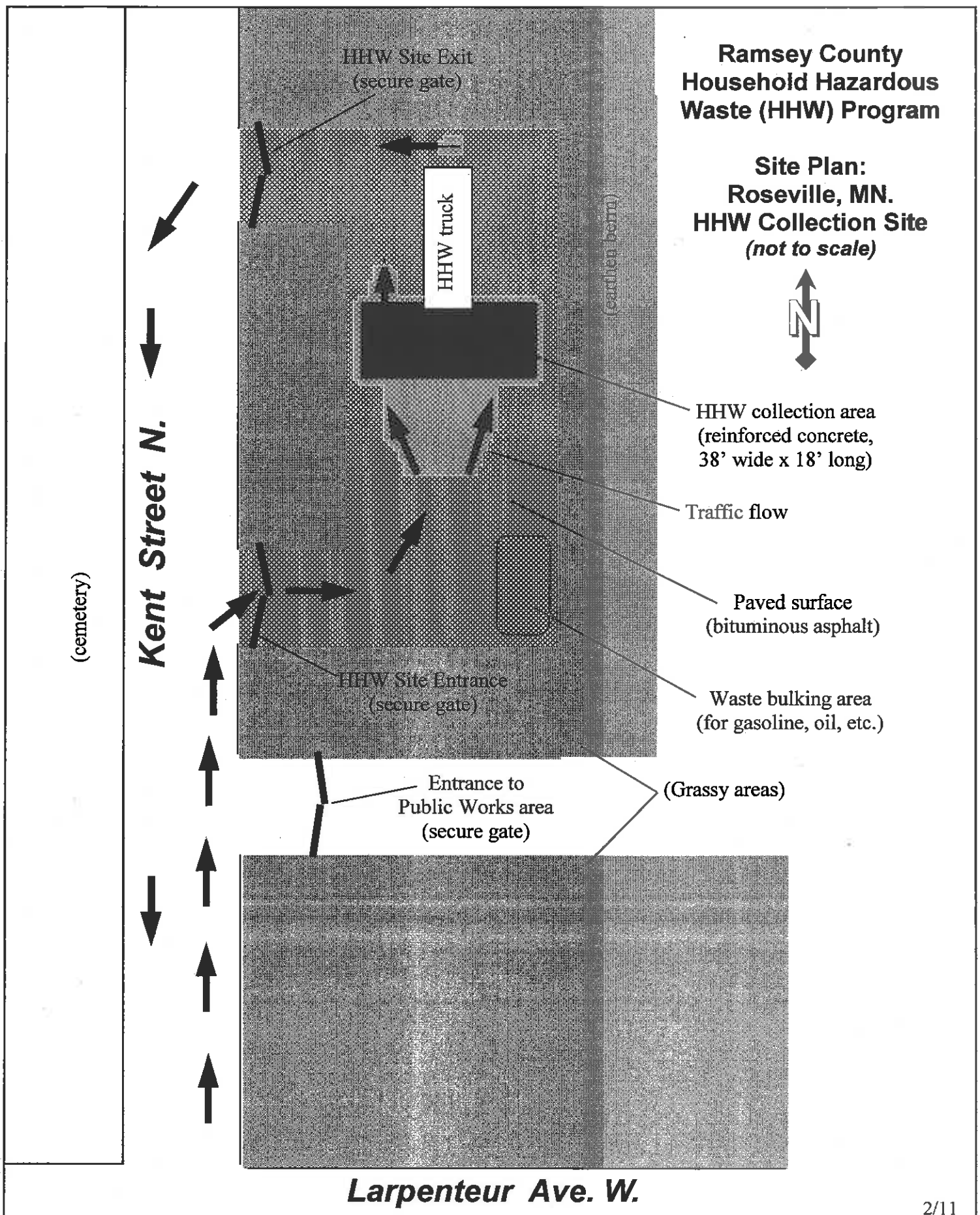
	1992-2010
Number of Participants	32,671
Number of Operating Dates	218
Average Number of Participants per Day	150

Site Promotion. Ramsey County will continue to actively promote the HHW collection program and individual site locations using a variety of outreach tools including direct mail, ads, inserts in community papers, utility bill inserts, press releases, the County's web site and other media. Local promotional efforts will be coordinated with Roseville City staff.

Address: 1725 Kent St.

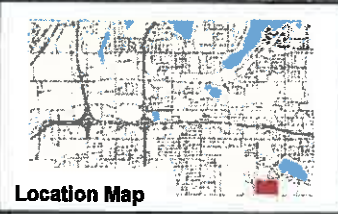
Legal Description: Sarah's outlots to St. Paul. Subject to easement in Doc. 1411943 and subject to Larpenteur Avenue and Wagner Street a tract composed of lots 1, 2, 7, and lot 8.

Attachment D





Area of detail



Location Map



Prepared by:
Community Development Department
Printed: January 18, 2006



Site Location

Data Sources & Contacts:

* Ramsey County GIS Base Map (12/21/2005)
* Aerial Data: National Geospatial Intelligence Agency
and USGS - 4/24/2004

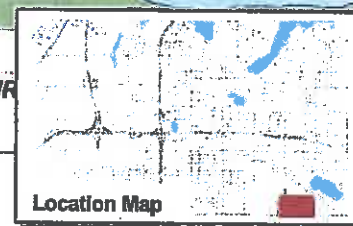
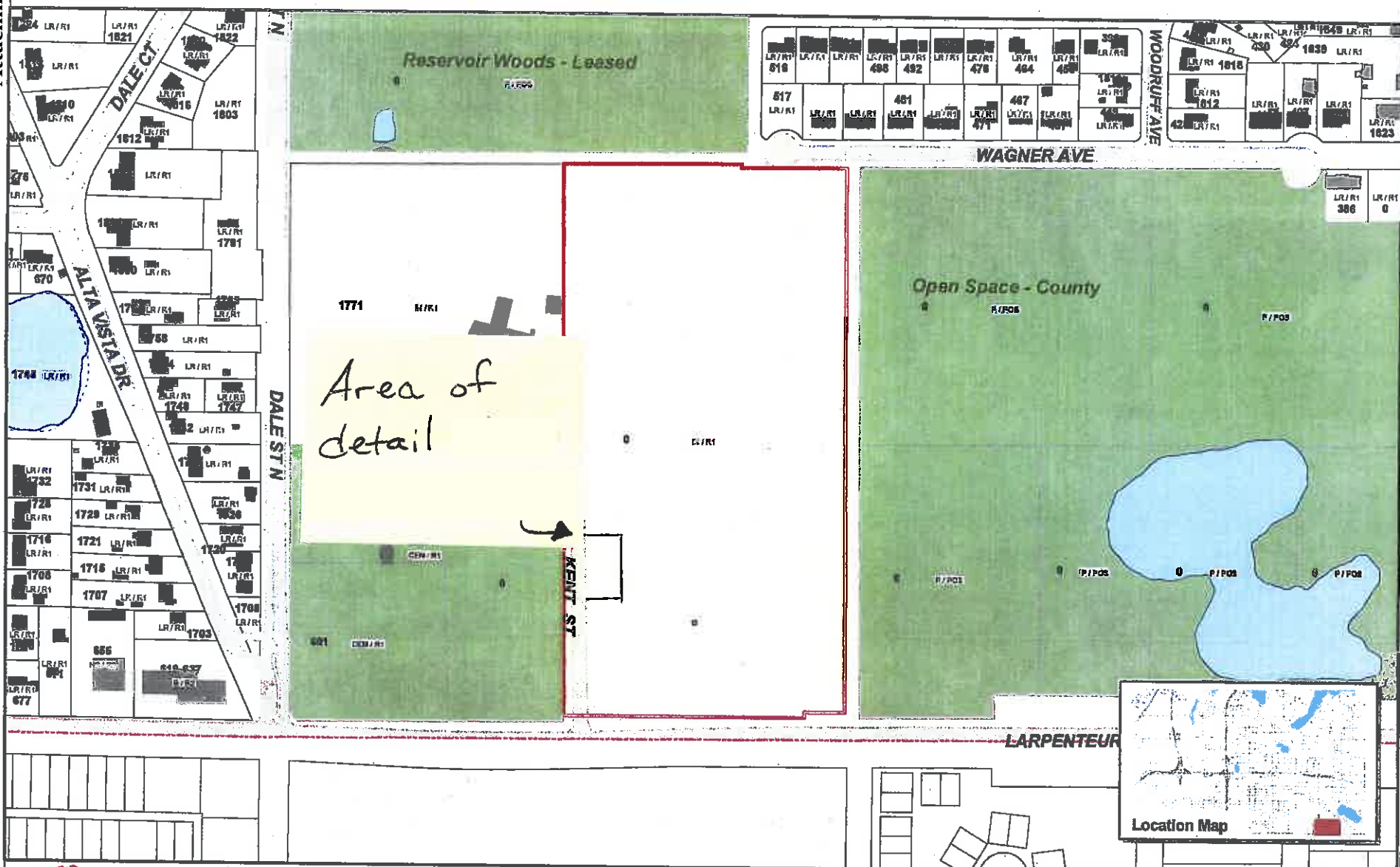
For further information regarding the contents of this map contact:
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0 50 100 Feet





ROSEVILLE

Prepared by:
Community Development Department
Printed: January 17, 2006

Site Location
Comp Plan / Zoning
Designations

Data Sources & Contacts:
* Ramsey County GIS Base Map (12/21/2005)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2680 Civic Center Drive, Roseville MN

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Scale: 1 inch = 200 feet

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 April 2011 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 APPROVING A 5 YEAR EXTENSION TO RAMSEY COUNTY'S
EXISTING HOUSEHOLD HAZARDOUS WASTE COLLECTION SITE AS AN
INTERIM USE IN ACCORDANCE WITH §1009.03 OF THE ROSEVILLE CITY CODE
(PF3663)**

WHEREAS the subject property at the northeast corner of Larpenteur Avenue and Kent Street is owned by Ramsey County, and

WHEREAS, the subject property is legally described as:

PIN: 08-29-23-32-0004
Sarah's Out Lots to Saint Paul subject to the easement in Document 1411943 and subject to Larpenteur Avenue and Wagner Street, a tract composed of Lots 1, 2, 7, and Lot 8

WHEREAS, Ramsey County has requested a 5-year extension of the approval of the satellite household hazardous waste collection facility at the subject property as an INTERIM USE; and

WHEREAS, the household hazardous waste site operates on a seasonal schedule, typically during the summer months; and

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed INTERIM USE renewal on April 6, 2011, voting 7-0 to recommend approval of the use through for an additional 5 years, based on the comments and findings of the staff report prepared for said public hearing which were found to adequately address the City's interests; and

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

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the proposed INTERIM USE renewal in accordance with Section §1009.03 of the Roseville City Code, subject to the condition that:

33 The household hazardous waste collection use shall be administratively reviewed on an
34 annual basis on the anniversary date of the resolution granting the renewed INTERIM
35 USE approval, with a staff report submitted to the Planning Commission and City
36 Council as needed to address operational or maintenance issues that may arise.

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

40 WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Ramsey County HHW, Kent Street Yard (PF3663)

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 April 2011 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 18th day of April 2011.

William J. Malinen, City Manager

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: 4/18/11
Item No.: 7.i

Department Approval



City Manager Approval



Item Description: Authorize Acceptance of Metropolitan Council Environmental Services
Municipal Inflow and Infiltration Grant Funds

BACKGROUND

Metro Cities (Association of Metropolitan Municipalities) championed the inclusion of a \$3 million grant program in the 2010 bonding bill for the purpose of providing grants to municipalities for capital improvements to public infrastructure to reduce the amount of inflow and infiltration (I/I) to the Metropolitan Council Environmental Service's (MCES) metropolitan sanitary sewer disposal system. This action was successful and \$3 million was approved in the bill. To be eligible for a grant, a city needed to be identified by the Metropolitan Council as a contributor of excessive inflow and infiltration. Roseville is eligible for this grant. Grants from this appropriation are for up to 50 percent of the cost to mitigate inflow and infiltration in the publicly owned municipal wastewater collection systems. The MCES must award grants based on applications from eligible cities that identify eligible capital costs and include a timeline for inflow and infiltration mitigation construction, pursuant to established guidelines.

In December, 2010, the City Council authorized staff to apply for this grant. MCES reviewed the application and awarded \$156,662 to the City of Roseville. We initially expected to receive \$50,000 from this award but were successful in being awarded a greater amount due to smaller amounts requested from other cities and our application aggressively seeking any additional dollars available.

POLICY OBJECTIVE

It is city policy to keep utility infrastructure in good operating condition, reducing inflow and infiltration to the maximum extent practicable.

FINANCIAL IMPACTS

The maximum grant amount allocated to the City is \$156,662. Staff has prepared several projects to be completed in 2011, which include sanitary sewer lining, and sanitary manhole rehabilitation and repair. The estimated cost for these projects is \$589,000. The balance of the project is within the budgeted amount for sanitary sewer maintenance and improvement projects and will be paid for using Sanitary Sewer Infrastructure Funds. The sanitary sewer lining project contract was awarded on February 14, 2011, to Michels Pipe Services, and the project is currently underway.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing acceptance of the MCES Municipal Inflow and Infiltration Grant funds for improvements to the City's sanitary sewer infrastructure to reduce inflow and infiltration and designating the Public Works Director as the authorized representative for the project.

35 **REQUESTED COUNCIL ACTION**
36 Adoption of a resolution accepting MCES Municipal Inflow and Infiltration Grant funds per
37 Contract No. SG2011-021 for improvements to the City's sanitary sewer infrastructure to reduce
38 inflow and infiltration and designating the Public Works Director as the authorized
39 representative for the project.

Prepared by: Kristine Giga, Civil Engineer

Attachment A: Metropolitan Council Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant
Agreement

Attachment B: Resolution

CONTRACT NO. SG2011-021

**Metropolitan Council
Municipal Publicly Owned Infrastructure
Inflow/Infiltration Grant Program**

**State of Minnesota
General Obligation Bond Proceeds**

**Grant Agreement – Construction Grant
for the**

**Roseville 2010-2011 Inflow and Infiltration
Improvement**

Project

TABLE OF CONTENTS

RECITALS

Article I - DEFINITIONS

Section 1.01 – Defined Terms

Article II - GRANT

Section 2.01 – Grant of Monies

Section 2.02 – Public Ownership

Section 2.03 – Use of Grant Proceeds

Section 2.04 – Operation of the Real Property and Facility

Section 2.05 – Grantee Representations and Warranties

Section 2.06 – Ownership by Leasehold or Easement

Section 2.07 – Event(s) of Default

Section 2.08 – Remedies

Section 2.09 – Notification of Event of Default

Section 2.10 – Survival of Event of Default

Section 2.11 – Term of Grant Agreement

Section 2.12 – Modification and/or Early Termination of Grant

Section 2.13 – Excess Funds.

Article III – USE CONTRACTS [NOT TO BE USED IN THIS AGREEMENT]

Section 3.01 – General Provisions

Section 3.02 – Initial Term and Renewal

Section 3.03 – Reimbursement of Counterparty

Section 3.04 – Receipt of Monies Under a Use Contract

Article IV – SALE

Section 4.01 – Sale

Section 4.02 – Proceeds of Sale

Article V – COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER’S ORDER

Section 5.01 – State Bond Financed Property

Section 5.02 – Preservation of Tax Exempt Status

Section 5.03 – Changes to G.O. Compliance Legislation or the Commissioner’s Order

Article VI – DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 – The Advances

Section 6.02 – Draw Requisitions

Section 6.03 – Additional Funds

Section 6.04 – Condition Precedent to Any Advance

Section 6.05 – Construction Inspections

Article VII- MISCELLANEOUS

Section 7.01 – Insurance

Section 7.02 – Condemnation

Section 7.03 – Use, Maintenance, Repair and Alterations

Section 7.04 – Records Keeping and Reporting

Section 7.05 – Inspections by Council

Section 7.06 – Data Practices

Section 7.07 – Non-Discrimination

Section 7.08 – Worker's Compensation

Section 7.09 – Antitrust Claims

Section 7.10 – Review of Plans and Cost Estimates **[NOT TO BE USED]**

Section 7.11 – Prevailing Wages

Section 7.12 – Liability

Section 7.13 – Indemnification by the Grantee

Section 7.14 – Relationship of the Parties

Section 7.15 – Notices

Section 7.16 – Binding Effect and Assignment or Modification

Section 7.17 – Waiver

Section 7.18 – Entire Agreement

Section 7.19 – Choice of Law and Venue

Section 7.20 – Severability

Section 7.21 – Time of Essence

Section 7.22 – Counterparts

Section 7.23 – Matching Funds

Section 7.24 – Source and Use of Funds

Section 7.25 – Project Completion Schedule

Section 7.26 – Third-Party Beneficiary

Section 7.27 – Grantee Tasks

Section 7.28 – Council and Commissioner

Required Acts and Approvals

Section 7.29 – Applicability to Real Property and Facility

Section 7.30 – E-Verification

Section 7.31 – Additional Requirements

Section 7.32 – Termination Due to Lack of Funds

Section 7.33 – Grant Program Remainder Funds

Attachment I – DECLARATION

Attachment I-A - CERTIFICATION

Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III – SOURCE AND USE OF FUNDS

Attachment IV – PROJECT DESCRIPTION AND COMPLETION SCHEDULE

**GENERAL OBLIGATION GRANT PROCEEDS
MUNICIPAL PUBLICLY OWNED INFRASTRUCTURE
INFLOW/INFILTRATION GRANT PROGRAM
INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
METROPOLITAN COUNCIL AND ROSEVILLE**

This Intergovernmental Grant Agreement ("Grant Agreement") is made this _____ day of _____, 2011, and entered into by and between Metropolitan Council a public corporation and political subdivision of the State of Minnesota ("Council") and Roseville, a Minnesota Municipal corporation ("Grantee").

BACKGROUND RECITALS

1. The Minnesota Legislature has appropriated to the Council in the 2010 Session Laws Chapter 189, Section 16, subdivision 3, \$3,000,000 for a grant program to be administered by the Council for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the Council's metropolitan sanitary sewer disposal system ("I/I Municipal Grant Program").

2. The monies allocated to fund the appropriation to the Council are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

3. The Council has gone through a public process and formally adopted Guidelines for the I/I Municipal Grant Program. Grantee has read and understands the Council Guidelines ("Council Guidelines").

4. Council has identified Grantee as a contributor of excessive inflow and infiltration to the Council's metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program.

5. Pursuant to its authority under Minnesota Statutes § 444.075 [or other authority, if different], Grantee operates a municipal wastewater collection system identified as the Roseville Wastewater Collection System ("Wastewater System") and has submitted an application for grant funds including a timeline for an inflow and infiltration mitigation capital improvement project to the Wastewater System to the Council in accordance with Council's Guidelines. For purposes of this Agreement, the term "Governmental Program" means the Wastewater System.

6. Council has reviewed and found eligible Grantee's application for grant funds and has awarded such grant funds ("G.O. Grant") to Grantee to construct a capital improvement project to Grantee's pipeline as described in and in accordance with the terms and conditions of this Grant Agreement.

7. The Grantee's receipt and use of the I/I Municipal Grant Program to acquire an ownership interest in and/or improve real property (the "Real Property") and structures situated thereon (the "Facility") will cause the Grantee's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated August 26, 2010 (the "Commissioner's Order"), even though such funds shall only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

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

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

“Commissioner’s Order” - means that certain “Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated August 26, 2010.

“Completion Date” – means September 30, 2012; the date of projected completion of the Project.

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

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

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

“Council” - means the entity identified as the “Metropolitan Council” in the lead-in paragraph of this Agreement.

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

“Draw Requisition” - means a draw requisition that the Grantee, or its designee, submits to the Council when an Advance is requested, as referred to in Section 6.02.

“Easement Premises” - means the real estate and structures, granted to the Grantee under an easement. “Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility” means, the Wastewater Systems identified in Recital No. 5 of this Agreement which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonding Legislation” – means the legislation delineated in Recital Nos. 1 and 2 hereinabove as the G.O. Bonding Legislation.

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

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

“G.O. Grant” means a grant of monies from the Council to the Grantee in the amount identified as the “G.O. Grant” in Section 2.01 (b) to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Governmental Program” means the operation of the Real Property and the Facility for the purpose specified and identified in Recital No. 5 of this Agreement as the Governmental Program.

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

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Grantee’s ownership interest in the Real Property and Facility if the Grantee does not already possess the required ownership interest, and the costs of betterments of the Real Property and Facility; provided, however, the Council and the

Commissioner of MMB are not bound by any specific amount of such alleged costs unless consented to in writing.

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

“Outstanding Balance of the G.O. Grant”- means the portion of the G.O. Grant that has been disbursed to or on behalf of the Grantee minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Grantee's ownership interest in the Real Property and Facility that existed concurrent with the Grantee's execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the Council and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ 950,000 or Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Grantee's ownership interest in the Real Property and, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).*

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

“Real Property” - means the real property located in the County of Ramsey, State of Minnesota and identified in **Attachment II** to this Agreement by legal description, narrative description or diagram.

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

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

Article II GRANT

Section 2.01(a). **Grant of Monies.** The Council shall make and issue the G.O. Grant to the Grantee, for payment of Project items as described in Attachment IV to this Agreement and disburse the proceeds in accordance with the provisions of this Agreement. The G.O. Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the Council or the Commissioner of MMB under certain circumstances.

Section 2.01(b). **Maximum Expected Grant Amount (“Maximum Grant Amount”).** The Council will pay to Grantee a Maximum Grant Amount during the Grant Project activity period of up to \$156,662 (“Maximum Grant Amount”). However, in no event will the actual amount that the Council will pay to the Grantee for this Agreement exceed one-half of the actual amount expended by the Grantee on eligible expenses as specified in Section 2.01(a). Neither the Council nor the MMB shall bear any responsibility for a cost overrun which may be incurred by the Grantee in performance of the Project.

The actual Grant Amount will be determined by the Council upon submission by Grantee to Council of reasonable, eligible and verifiable costs submitted in accordance with the terms of this Agreement for the Grant Project as described in Attachment IV.

Section 2.02 **Public Ownership.** The Grantee acknowledges and agrees that the G.O. Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership or an easement. In order to establish that this public ownership requirement is satisfied, the Grantee represents and warrants to the Council that it has, or will acquire, the following ownership interests in the Real Property and Facility, and, in addition, that it possesses, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property for the Facility.)

Ownership Interest in the Real Property.

☐ Fee simple ownership of the Real Property.

☒ An easement for the Real Property that complies with the requirements contained in Section 2.06.

(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in the Facility.

☒ Fee simple ownership of the Facility.

☐ Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Grantee shall use the G.O. Grant solely to reimburse itself for expenditures it has already made in the performance of the Project as described in Attachment IV to this Agreement, and may not use the G.O. Grant for any other purpose. The Project as described in Attachment IV consists of the following:

(Check all appropriate boxes.)

☐ Acquisition of fee simple title to the Real Property.

☐ Acquisition of an easement for the Real Property.

☐ Improvement of the Real Property.

☐ Acquisition of fee simple title to the Facility.

☐ Construction of the Facility.

☒ Renovation of the Facility.

☐ _____
(Describe other or additional purposes.)

Further, Grantee agrees to perform and complete in a satisfactory manner the Project as described in Grantee's application for assistance under the Council's I/I Municipal Grant Program, which application is incorporated into Attachment IV of this Agreement by reference, and in accordance with the terms and conditions of this Agreement. Specifically, the Grantee agrees to perform the Project in accordance with a specific timeline, all as described in Attachment IV and to undertake the financial

responsibilities described in Attachment III to this Agreement. The Grantee has the responsibility for and obligation to complete the Project as described in Attachment III and IV. The Council makes no representation or warranties with respect to the success and effectiveness of the Project.

The G.O. Grant cannot be used for normal municipal operating or overhead costs related to the Project. G.O. Grant funds cannot be used for the costs of studies or for engineering or planning costs, or for equipment, machinery, supplies or other property necessary to conduct the Project except for equipment, supplies or other property which will be used primarily for the Project and that are specifically listed in Attachment IV.

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

Grantee must annually determine that the Real Property and Facility is being used for the purpose required by this Agreement, and has or has not been sold, abandoned, leased or subjected to a management contract or an agreement for use of the Real Property and Facility and shall annually supply a statement from an officer of the Grantee, sworn to before a notary public, to such effect to the Council and the Commissioner of MMB.

For those programs, if any, that the Grantee will directly operate on all or any portion of the Real Property and Facility, the Grantee covenants with and represents and warrants to the Council that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the Council, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply, upon request, to the Council and the Commissioner of MMB certified copies of such resolution and budget. For the purpose of this paragraph only, the budget(s) for the specific Governmental Program(s) supported by this G.O. Grant may be combined with other programs of the Grantee.

Section 2.05 Grantee Representations and Warranties. The Grantee further covenants with, and represents and warrants to the Council as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Certification or Declaration, and all documents referred to herein, has taken all actions necessary to its execution and delivery of such documents, and provided to the Council a copy of a resolution by its governing body which authorizes Grantee to enter into this Agreement, to undertake the I/I Municipal Grant Program and Project, including the Grantee financial responsibilities as shown in Attachment IV and which also designates an authorized representative for the Project who is

authorized to provide certifications required in this Agreement and submit pay claims for reimbursement of Project costs.

B. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement and has received a copy of, has read and understands the Council Guidelines for the Council's I/I Municipal Grant Program.

C. It has legal authority to operate the Governmental Program.

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

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

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

G. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all of the information it has submitted or will submit to the Council or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct. It agrees that all representations contained in its application for the G.O. Grant are material representations of fact upon which the Council relied in awarding this G.O. Grant and are incorporated into this Agreement by reference.

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

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

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

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

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

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

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

O. It has complied with the financial responsibility requirements contained in Section 7.23.

P. While this Agreement is in effect, it will not, without the prior written consent of the Council and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Grantee's ownership interest in the Real Property or Facility. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Grantee's ownership interest in the Real Property and Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and Facility in accordance with the requirements imposed under Section 2.04.

Q. It reasonably expects to possess the ownership interest in the Real Property and Facility described Section 2.02 for the entire Useful Life of the Real Property and Facility, and it does not expect to sell, transfer or abandon such ownership interest.

R. It does not reasonably expect to receive payments under a contract for use of the Real Property or Facility, including leases or management contracts, in excess of the amount the Grantee needs and is authorized to use to pay the operating expenses of the portion of the Real Property and Facility that is the subject of such contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

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

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

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

V. If all or any portion of the Governmental Program does not qualify for the Waiver of Real Property Declaration granted by MMB, a copy of which is attached to and incorporated hereto as Attachment V, it has submitted to the Commissioner of MMB a written request that a declaration need not be recorded against the Real Property and if applicable, the Facility because such recording would be unduly onerous or impracticable and has received from the Commissioner of MMB a written waiver stating that a Declaration need not be recorded against the Real Property and if applicable, the Facility, a copy of which waiver is attached to the Certification submitted as Attachment IA of this Agreement. [Grantee should delete this Section if Grantee does not intend to apply for Waiver or intends to apply under Council's Waiver.]

W. It has executed and submitted a copy of one or more of the following to the Council and Minnesota Management and Budget, such that all parts of the facility are covered by one of the following:

1. For all or part of the Governmental Programs which qualifies for the Waiver of Real Property Declaration granted by Minnesota Management and Budget to the Council and attached as Attachment V, the Certification attached as Attachment IA of this Grant Agreement; or

2. For all or part of the Governmental Program which does not qualify for the Waiver of Real Property Declaration granted to the Council, but for which Grantee has obtained a Waiver of Real Property Declaration from the Minnesota Management and Budget pursuant to Section 2.05 (V) of this Agreement, the Certification attached as Attachment IA, together with a copy of the waiver; or

3. A fully executed Declaration in the form attached to this Agreement as Attachment I, such Declaration recorded or to be promptly recorded with the appropriate governmental office, and a copy of such recorded Declaration to be delivered to the Council and Minnesota Management and Budget.

X. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the Council or the Commissioner of MMB.

Section 2.06 Ownership by Easement.

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

1. The Grantee is the grantee of easement and the easement creates the functional equivalency of fee ownership for the length of its term.

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

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

4. It must contain a provision that provides sufficient authority to allow the Grantee to operate the Real Property and Facility in accordance with the requirements imposed under Section 2.04.

5. It must not contain any provisions that would limit or impair the Grantee's operation of the Real Property and Facility in accordance with the requirements imposed under Section 2.04.

6. It must allow for a transfer thereof in the event that the grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

B. The provisions contained in this Section are not intended to and shall not prevent the Grantee from including additional provisions in the easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The Grantee shall fully and completely comply with all of the terms, conditions and provisions contained in the easement, and shall file the easement in the Office of the County Recorder or the Registrar of Titles.

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

A. If any representation, covenant, or warranty made by the Grantee in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the Council to disburse any of the G.O. Grant shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

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

C. If the Grantee fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the G.O. Bonding Legislation.

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

E. If the Grantee fails to provide and expend the full amount of the financial responsibilities required under Section 7.23 for the Project.

F. If a Declaration is required, if the Grantee fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.V.

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

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

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

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions of Sections 4.01 or 4.02, then either the Council or the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the G.O. Grant be returned to it, and upon such demand the Grantee shall return such amount to the Council or the Commissioner of MMB.

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

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

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

If the Grantee does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Council or the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Grantee and in favor of the Council and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grantee is entitled to receive from the Council or State of Minnesota. In addition, the Council may use the provisions of Minn. Stat. § 473.521, subd. 4 to collect the amounts required to be paid under this Section or under any other provision contained in this Agreement.

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

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of

any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and Facility to the date on which the Real Property and Facility is first used for the operation of the Project after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and Facility from the effect of this Agreement and any Declarations or Certifications, as applicable.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is six (6) months from the effective date of this Agreement or all of the G.O. Grant has not been disbursed as of the date that is two (2) years from July 1, 2010, or such other date to which the Grantee and the Council may agree in writing, then the Council's obligation to fund the G.O. Grant shall terminate. In such event, (i) if none of the G.O. Grant has been disbursed by such dates then the Council's obligation to fund any portion of the G.O. Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the G.O. Grant has been disbursed by such dates then the Council shall have no further obligation to provide any additional funding for the G.O. Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the G.O. Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Grantee's obligation to complete the Project by the Completion Date.

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

Section 2.13 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed. Any funds awarded by the Council under this Agreement that have i) not been properly expended for the Project in accordance

with Attachments III and IV; ii) were expended by the Grantee but subsequently reimbursed to Grantee or its agents, or iii) constitute a total reimbursement in excess of 50% of the actual eligible spending will be repaid to the Council if paid and the unearned part of the award canceled.

Article III.

Contents of Article III have been deliberately omitted from this Agreement.

Article IV SALE

Section 4.01 **Sale.** The Grantee shall not sell any part of its ownership interest in the Real Property and Facility unless all of the following provisions have been complied with fully.

A. The Grantee determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the portion of the Real Property or Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

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

The Grantee may participate in any public auction of its ownership interest in the Real Property and Facility and bid thereon; provided that the Grantee agrees that if it is

the successful purchaser it will not use any part of the Real Property or Facility for the Governmental Program.

Section 4.02 Proceeds of Sale. Upon the sale of the Grantee's ownership interest in the Real Property and Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Grantee's ownership interest in the Real Property and Facility, shall be disbursed in the following manner and order.

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

B. The remaining portion, after the distribution specified in Section 4.02A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Grantee for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the Council under Section 402.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.

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

The distribution to the Council shall be made to the Commissioner of MMB, and the Grantee may direct its distribution to be made to any other entity.

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

The Grantee shall not be required to pay or reimburse the Council or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the G.O. Grant.

Article V.

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

Section 5.01 State Bond Financed Property. The Grantee and the Council acknowledge and agree that the Grantee's ownership interest in the Real Property and Facility is, or when acquired by the Grantee will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Grantee's ownership interest in the Real Property and Facility.

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

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

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

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

D. It will, upon the occurrence of any act or omission by the Grantee that could cause the interest on the State G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the State G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the State G.O. Bonds as a "qualified bond" within the meaning of Section

141(e) of the Code, (ii) changing the nature of the use of the Real Property or Facility so that none of the net proceeds of the State G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

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

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

Article VI. DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Advances. The Council will make no advances of the G.O. Grant to Grantee. The disbursement of the G.O. Grant shall be in the form of reimbursement for eligible costs as provided ahead in this Article VI.

Section 6.02 Draw Requisitions. Whenever the Grantee desires a disbursement of a portion of the G.O. Grant, which shall be no more often than once each calendar quarter, the Grantee shall submit to the Council a Draw Requisition duly executed on behalf of the Grantee or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Grantee and the Council, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the Council.

Notwithstanding anything herein to the contrary, no Draw Requisition for materials stored on or off the Real Property will be made unless the Grantee shall advise the

Council, in writing, of its intention to so store materials prior to their delivery and the Council has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Grantee shall submit to the Council such supporting evidence as may be requested by the Council to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Grantee shall submit to the Council: (i) such supporting evidence as may be requested by the Council to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

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

Section 6.04 Conditions Precedent to Any Draw. The obligation of the Council to make Draws hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The Council shall have received a Draw Requisition for such amount of funds being requested, which such amount when added to all prior requests for Draws shall not exceed the amount of the G.O. Grant delineated in Section 1.01.

B. For all or any portion of the Governmental Program which qualifies for a waiver of Real Property Declaration granted to either the Council (Attachment V) or Grantee, the Council shall have either received the duly executed Certification attached to this Agreement as Attachment 1A or for all or any portion of the Governmental Program which does not qualify for a Waiver of Real Property Declaration, a copy of duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed

thereon, or evidence that such Declaration will promptly be recorded and delivered to the Council.

C. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and the Certification or the Declaration, as applicable, and (ii) this Agreement and the Declaration or Certification, as applicable, are binding on and enforceable against the Grantee.

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

E. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that the Grantee is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, showing that the Grantee possesses the ownership interest delineated in Section 2.02.

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

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

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

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

K. The Council shall have received evidence upon request, and in form and substance acceptable to the Council, that the Grantee has the ability and a plan to fund the operation of the Real Property and Facility in the manner specified in Section 2.04.

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

M. CONTENTS HAVE BEEN DELIBERATELY OMITTED FROM THIS AGREEMENT.

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

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

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

Q. The Grantee has supplied to the Council all other items that the Council may reasonably require.

Section 6.05 Construction Inspections. The Grantee and the Architect, if any, shall be responsible for making their own inspections and observations of the

Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents.

Article VII. MISCELLANEOUS

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

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

If the Grantee elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, then the Grantee shall have the Council named as an additional named insured therein.

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

If the Grantee fails to provide and maintain the insurance required under this Section, then the Council may, at its sole option and discretion, obtain and maintain

insurance of an equivalent nature and any funds expended by the Council to obtain or maintain such insurance shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the Council to obtain or maintain such insurance, and the Council's decision to not obtain or maintain such insurance shall not lessen the Grantee's duty to obtain and maintain such insurance.

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

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

Section 7.03 Use, Maintenance, Repair and Alterations. The Grantee shall (i) keep the Real Property and Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real

Property or Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any easement if its ownership interest in the Real Property and Facility is by way of such easement, and (vi) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and Facility, is part of a condominium regime or is subject to a reciprocal easement or use agreement.

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

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

Section 7.04 Records Keeping and Reporting. The Grantee shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow

the Council, auditors for the Council, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Grantee shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by Council. Upon reasonable request by the Council and without interfering with the normal use of the Real Property and Facility, the Grantee shall allow the Council to inspect, take and use photos of the Real Property and Facility.

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

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

Section 7.08 Worker's Compensation. The Grantee agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and Facility.

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

Section 7.10. CONTENTS OF SECTION 7.10 HAVE BEEN DELIBERATELY OMITTED FROM THIS AGREEMENT.

Section 7.11 Prevailing Wages. The Grantee agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and

the operation of the Governmental Program on or in the Real Property and Facility. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and Facility.

Section 7.12 Liability. The Grantee and the Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Council and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, Minn. Stat. and chapter 466 as it may be amended, modified or replaced from time to time. If the Grantee is a "municipality" as such term is used in chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grantee, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

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

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

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

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the

relationship of co-partners or a joint venture between the Grantee, the Council, or the Commissioner of MMB, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Council, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and Facility.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and Facility. All personnel of the Grantee or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and Facility shall not have any contractual relationship with the Council, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

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

To the Public Entity Grantee at:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attention: Duane Schwartz, Public Works Director

To the State Entity Council at:

Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
Attention: Regional Administrator

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar Street
St. Paul, MN 55155
Attention: Commissioner

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

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

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

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

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

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

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

Section 7.23 **Grantee Financial Responsibilities.** The Grantee must fulfill its financial responsibilities for the Project as shown on Attachment III to this Agreement.

(If there are no matching funds requirements then insert the word "NONE".)

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

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

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

- (i) State funds including the G.O. Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grantee, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

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

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

The Grantee shall also supply whatever other information and documentation that the Council or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Grantee's ownership interest in the Real Property and Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the G.O. Bonding Legislation, be provided by either the Grantee.

Section 7.25 Project Completion Schedule. The Grantee represents to the Council and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

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

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

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

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

Section 7.30 E-Verification. The Grantee agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order and impose a similar requirement in any Use Agreement to which it is a party.

Section 7.31 Additional Requirements. The Grantee and the Council agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

Section 7.32 Termination Due to Lack of Funds. Grantee recognizes that Council's obligation to reimburse Grantee for eligible Project costs is dependent upon Council's receipt of funds from the State of Minnesota appropriated to Council under 2010 Session Laws Chapter 189, Section 16, subdivision 3. Should the State of Minnesota terminate such appropriation or should such funds become unavailable to Council for any reason, Council shall, upon written notice to Grantee of termination or unavailability of such funds, have no further obligations for reimbursement or otherwise under this Grant Agreement. In the event of such written notice to Grantee by Council of termination or unavailability of funds, Grantee has no further obligation to complete the Grant Program as required by this Grant Agreement.

Section 7.33 Grant Program Remainder Funds. Subsequent to Council approval of the final certifications of project completion submitted by all grant recipients of I/I Municipal Grant Program funds, the Council will determine whether any I/I Municipal Grant Program funds remain available for allocation and distribution to Grantees ("Remainder Funds"). In the event Remainder Funds are available, the Council may, at its sole discretion, allocate and distribute the Remainder Funds to grantees who have received I/I Municipal Grant Program funds, provided, however, that such distribution, when added to the Grant Funds already received by any I/I Municipal Grant Program grantee shall not exceed fifty percent (50%) of the eligible expenses for the Project. The Council will make such allocation and distribution of the Remainder Funds in accordance with the Council Guidelines for the I/I Municipal Grant Program. Alternatively, at its discretion, the Council may roll the Remainder Funds into a subsequent I/I Municipal Grant Program or similar eligible program.

IN TESTIMONY HEREOF, the Grantee and the Council have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Roseville 2010-2011 Inflow and Infiltration Improvement Project on the day and date indicated immediately below their respective signatures.

GRANTEE:

_____,
a _____

By: _____

Its: _____

Dated: _____, _____

And: _____

Its: _____

Dated: _____, _____

COUNCIL:

By: _____

Its: _____

Dated: _____, _____

Attachment I to Grant Agreement

State of Minnesota General Obligation Bond Financed DECLARATION

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

☐ a fee simple title,

☐ a lease, or

☐ an easement,

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

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain _____ [Insert title of the general obligation grant agreement] between _____ and _____, dated _____, _____ (the "G.O. Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for as long as the G.O. Grant Agreement is in force and effect; at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of _____ [Insert the name of the Council that provided the grant] and the Commissioner of Minnesota of Management and Budget, or their successors, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota of Management and Budget, or its successor.

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

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment I-A

State of Minnesota General Obligation Bond Financed CERTIFICATION

The undersigned hereby certifies as follows:

☒ This Certification is being submitted pursuant to the Waiver of Real Property Declaration granted by Minnesota Management and Budget to Metropolitan Council for Municipal Publicly-Owned Infrastructure Inflow/Infiltration projects or the portions thereof which lie entirely within public road, street and highway rights-of-way and utility easements.

Roseville certifies that Roseville has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached to this Certification and further, that the Governmental Program which is the subject of and described in the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement No. SG2011-021 between Roseville and Metropolitan Council qualifies for the Waiver of Real Property Declaration attached hereto. The Waiver to Metropolitan Council is Attachment V to the Grant Agreement.

The undersigned owns ☐ fee title to property and/or ☐ permanent easement and/or ☐ other easement which meets the requirements of this Agreement for wastewater collection purposes and a wastewater collection system within the fee title, permanent easement, and/or the other easement and wastewater collection system being located in Ramsey County, Minnesota. The fee title property, permanent easement and/or other easement and the wastewater collection system therein is referred to as "Restricted Property" and is described in Exhibit A attached hereto by legal description, narrative description or diagram.

As the owner of the Restricted Property, the undersigned hereby acknowledges the following restrictions and encumbrances with respect to the Restricted Property:

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

Exhibit A to Certification
DESCRIPTION OF RESTRICTED PROPERTY

**Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY**

**(For Projects for which a Certification is being submitted, use the description
attached to the Certification submitted.)**

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

Grantee's Financial Responsibility

Item	Cost, \$s	Grantee's Responsibility to Pay in \$s	Amount Eligible for Reimbursement with Grant Fund, in \$s	Amount Eligible for Reimbursement with Grant Fund, in %
Sanitary Sewer Lining	\$ 426,157.00	\$ 319,617.75	\$ 106,539.25	25%
Sanitary Sewer Lining Add-on	\$ 117,058.00	\$ 88,666.12	\$ 28,391.88	24.26%
Dale Street Improvements	\$ 4,200.00	\$ 2,163.50	\$ 2,036.50	48.51%
Dale Street Improvements	\$ 4,000.00	\$ 3,030.13	\$ 969.87	24.26%
Sanitary Sewer Manhole Rehabilitation	\$ 35,500.00	\$ 17,750.00	\$ 17,750.00	50%
Sanitary Sewer Manhole Rehabilitation Add-on	\$ 2,010.00	\$ 1,035.50	\$ 974.50	48.51%

Note that if a project's final eligible capital expenses are: 1) more than the Final Reimbursement Allocation percentage as determined by the Council, no additional grant funds will be awarded, except as may be provided under section 7.33, and 2) less than the Final Reimbursement Allocation percentage as determined by the Council, the percentage will not be increased so the amount eligible for reimbursement will effectively be reduced.

Use of Funds

\$ 588,925

ATTACHMENT III

Attachment IV to Grant Agreement

PROJECT DESCRIPTION AND PROJECT COMPLETION SCHEDULE

Metropolitan Council Environmental Services Municipal Infiltration/ Inflow Grant Program City of Roseville Application

Project Objectives

The City of Roseville has approximately 144 miles of sanitary sewer and over 3,100 sanitary sewer manholes. There are numerous lakes, ponds, and wetland systems within the City. In places, the sanitary sewer main is located in low areas, near many of the lakes and wetlands. Approximately 75% of the sanitary sewer in the City is vitrified clay pipe that was installed in the 1950's and 1960's. The objective of this project is to make improvements to the sanitary sewer infrastructure to reduce I/I that enters the City's system, ultimately reaching the Metropolitan Council Environmental Services (MCES) interceptors. The focus of this project will be on areas where the system is especially susceptible to I/I.

Description of Proposed Project

The City of Roseville's proposed project includes multiple tasks: manhole rehabilitation and sanitary sewer main lining. The attached map shows the City's sanitary sewer system and the locations of the proposed work.

Manhole rehabilitation

As a part of the City's maintenance program, sanitary sewer manholes are inspected when sanitary sewer mains are cleaned and televised. Items noted during inspection are overall condition of the structures, adjusting rings and castings. In particular, it is noted whether the castings have open or concealed pick holes, and whether the adjusting rings are well sealed or are deteriorating. Visible leaks, water stains and mineral deposits are also noted if found in the structure.

Due to the age of the City's infrastructure, many manholes still have castings with open pick holes. Many structures also have adjusting rings that have deteriorated. Both of these deficiencies are susceptible to I/I.

The tasks associated with manhole rehabilitation will be to replace casting covers that have open pick holes with covers that have concealed pick holes, and to install internal seals on structures with leaking or deteriorated adjusting rings to eliminate infiltration entering into the manhole.

Sanitary Sewer lining

As a part of the City's sanitary sewer maintenance program, main lines are cleaned and televised on a regular basis. Televising reports generally note deterioration and deficiencies in the vitrified clay pipe, which is over 50 years old. These deficiencies include leaking and offset joints, cracks, mineral deposits, and

moderate to severe root intrusion, all of which make the pipe susceptible to infiltration.

City staff has reviewed the televising reports to identify pipe segments where infiltration is present, indicated by leaks, mineral deposits, and cracks. Segments were identified across the entire City; however, this proposed lining project will focus on segments located in the southwest corner of the City. Our 2008 I/I study indicated that this area of Roseville seems to have higher amounts of I/I than other areas. As a part of the lining project, staff and the contractor will review all services to ensure that only active services are re-opened. Lining the pipe will not only seal all cracks, leaking joints, and prevent future root intrusion, but will also eliminate service connections that are no longer in use. Copies of the televising reports of segments proposed to be lined have been included with this application.

Proposed Schedule

Sanitary Sewer Lining (2010)

1,388 feet of sanitary sewer main were lined in October, 2010. The project went through a competitive bidding project, and was completed by Insituform Technologies. The pipe lined as a part of this project was a concrete pipe where all of the gaskets had deteriorated and fallen out, no longer sealing the pipe joints.

Sanitary Sewer Lining (2011)

Approximately 12,274 feet of sanitary sewer main are proposed to be lined in 2011. A competitive bid process was completed, since the project will be performed by contracted services and the estimated contract amount exceeds \$100,000. The contract was awarded to Michels Pipe Services. Below is a proposed schedule for this project:

Engineering Plans and Specifications	December, 2010
Bid Project	January, 2011
Award Contract	February, 2011
Construction	March-October, 2011

Dale Street Improvement Project (2011)

Chimney seals will be installed on all sanitary sewer manholes within the 2011 Street Improvement Project on Dale Street. A deteriorated manhole showing signs of inflow and infiltration will also be reconstructed. A competitive bid process was completed, since the project will be performed by contracted services and the estimated contract amount exceeds \$100,000. The low bidder is North Valley, Inc.

Engineering Plans and Specifications	December, 2010- March, 2011
Bid Project	March, 2011
Award Contract	April, 2011
Construction	April-October, 2011

Manhole casting cover replacement

100 manhole casting covers will be replaced by City staff with solid lids. Below is a proposed schedule for this work:

Identify manhole covers to replace	April-June, 2011
Replace manhole covers	June, 2011-September, 2012

Manhole rehabilitation

Internal seals will be installed and/ or adjusting rings will be rehabilitated on approximately 100 manholes. This work will be completed by contracted services in 2011. Since the estimated contract amount is less than \$100,000, a competitive bid process will not be required. Below is a proposed schedule for this work:

Identify manholes to seal	April- June, 2011
Seal manholes	April, 2011 -September, 2012

MCES Municipal I/I Grant Program Application- Revised 2/18/11

Project Cost Estimates

City of Roseville

2010 Sanitary Sewer Lining Project (Contract Costs)

Item No.	Item	Planned Quantity	Unit	Unit Price	Total Amount	% eligibility	grant allocation (50 % max)
1	24-in Sanitary Sewer, street access	1 388.0	lin ft	\$ 69.00	\$ 95,772.00	50%	
2	Reopen Sanitary Service Connections	1.0	each	\$ 180.00	\$ 180.00	50%	
Subtotal					\$ 95,952.00	Eligible costs:	\$ 23,988.00

2011 Sanitary Sewer Lining Project (Contract Prices)

Item No.	Item	Planned Quantity	Unit	Unit Price	Total Amount	% eligibility	grant allocation (50 % max)
1	8-in Sanitary Sewer, street access	3 724.0	lin ft	\$ 21.00	\$ 78,204.00	50%	
2	8-in Sanitary Sewer, street access	612.0	lin ft	\$ 22.00	\$ 13,464.00	50%	
3	8-in Sanitary Sewer, street access	1 870.0	lin ft	\$ 23.00	\$ 43,010.00	50%	
4	10-in Sanitary Sewer, street access	1 465.0	lin ft	\$ 24.00	\$ 35,160.00	50%	
5	10-in Sanitary Sewer, street access	611.0	lin ft	\$ 25.00	\$ 15,275.00	50%	
6	10-in Sanitary Sewer, off-road access	350.0	lin ft	\$ 37.00	\$ 12,950.00	50%	
7	12-in Sanitary Sewer, street access	403.0	lin ft	\$ 26.00	\$ 10,478.00	50%	
8	12-in Sanitary Sewer, street access	876.0	lin ft	\$ 32.00	\$ 28,032.00	50%	
9	12-in Sanitary Sewer, off-road access	1 151.0	lin ft	\$ 27.00	\$ 31,077.00	50%	
10	15-in Sanitary Sewer, street access	480.0	lin ft	\$ 37.00	\$ 17,760.00	50%	
11	30-in Sanitary Sewer, street access	732.0	lin ft	\$ 185.00	\$ 135,420.00	50%	
12	Reopen Sanitary Service Connections	1.0	each	\$ 350.00	\$ 350.00	50%	
13	Reopen Sanitary Service Connections	69.0	each	\$ 202.00	\$ 13,938.00	50%	
14	Reopen Sanitary Service Connections	20.0	each	\$ 211.00	\$ 4,220.00	50%	
15	Reopen Sanitary Service Connections	20.0	each	\$ 225.00	\$ 4,500.00	50%	
16	Reopen 8" drop	2.0	each	\$ 350.00	\$ 700.00	50%	
17	Remove Protruding Service Connection	5.0	each	\$ 545.00	\$ 2,725.00	50%	
Subtotal					\$ 447,263.00	Eligible costs:	\$ 111,815.75

2011 Dale Street Improvement Project

Item No.	Item	Planned Quantity	Unit	Unit Price	Total Amount	% eligibility	grant allocation (50 % max)
1	Install salvaged casting (install chimney seal)	14.0	each	\$ 300.00	\$ 4,200.00	100%	
2	Construct Manhole Type F	2.0	each	\$ 2,000.00	\$ 4,000.00	50%	
Subtotal					\$ 8,200.00	Eligible costs:	\$ 3,100.00

2011 Sanitary Sewer Manhole Rehabilitation

Item No.	Item	Planned Quantity	Unit	Unit Price	Total Amount	% eligibility	grant allocation (50 % max)
1	Chimney seal	90.0	each	\$ 275.00	\$ 24,750.00	100%	
2	Adjusting ring rehabilitation/chimney seal	14.0	each	\$ 340.00	\$ 4,760.00	100%	
3	Manhole casting cover	100.0	each	\$ 80.00	\$ 8,000.00	100%	
Subtotal					\$ 37,510.00	Eligible costs:	\$ 18,755.00

Total Amount of Proposed Project Work	\$ 588,925.00
Total Amount of Proposed Eligible Work	\$ 157,658.75



September 27, 2010

VIA E-MAIL

Jason Willett
MCEC Finance Director
Metropolitan Council
390 Robert St N
St. Paul, MN 55101

Re: Waiver of Real Property Declaration – Metropolitan Cities Inflow and Infiltration Grants

Dear Mr. Willett:

I have reviewed your letter dated September 24, 2010 requesting a waiver pursuant to Section 7.02(b) of the Third Order Amending Order of Commissioner of Finance dated August 26, 2010 (the "Commissioner's Order") of the requirement that a real property declaration be recorded in connection with grants to metropolitan-area cities to address inflow and infiltration into local sanitary sewer collection systems.

I waive the requirement that a declaration be recorded for the portion of such projects which lies entirely within public road, street and highway rights-of-way and utility easements. However, a declaration will need to be executed and recorded for any portion of a project which is on land outside of such areas.

Please note that this letter only waives the requirement that a declaration be recorded. The property will remain bond-financed property and subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

This waiver is conditional upon our receiving a signed copy of the bond-financed property Certification (substantially in the form attached to the sample grant agreement attached to your letter) from each grantee who receives a grant from this program, in which such grantee acknowledges that the project property is bond-financed property and thus is subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order. Each signed Certification should be sent to Gay Greiter, Capital Budget Coordinator at Minnesota Management & Budget, at the address below.

Sincerely,

A handwritten signature in cursive script that reads "Tom J. Hanson".

Tom J. Hanson
Commissioner

Cc: Kathy Kardell, MMB
Gay Greiter, MMB
William Moore, MCEC/Metropolitan Council
Jeanne Matross, Metropolitan Council

Angie Weidell-LaBathe, MMB
Patricia Nauman, Metro Cities
Wes Kooistra, Metropolitan Council

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An Equal Opportunity Employer

ATTACHMENT V

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 18th day of April, 2011, at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION ACCEPTING METROPOLITAN COUNCIL
ENVIRONMENTAL SERVICES MUNICIPAL
INFILTRATION/INFLOW GRANT AND DESIGNATING
AN AUTHORIZED REPRESENTATIVE FOR THE PROJECT**

WHEREAS, the City of Roseville has applied for and been awarded grant funds in the amount of \$156,662.00 for capital improvements to the Roseville municipal waste water collection system to reduce the amount of inflow and infiltration to the Metropolitan Council's sanitary sewer disposal system; and

WHEREAS, in order to receive the grant funds the City of Roseville is required to provide to the Metropolitan Council a Resolution which authorizes the City of Roseville to enter into the Metropolitan Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program Grant Agreement-Construction Grant for the Roseville 2010/2011 Inflow/Infiltration Improvement Project ("Agreement"), the Certification required thereunder, and all other documents referred in said Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville hereby ratifies and approves the Agreement, authorizes the City of Roseville to undertake the I/I Municipal Grant Program and Project referred to in the Agreement, including the financial responsibilities of the City as shown in Article IV of the Agreement, and authorizes and empowers its Mayor and City Manager to enter into and execute the Agreement, Certification and all other documents referred to in the Agreement, on behalf of the City, and to perform or direct the performance of all other actions necessary to consummate the requirements of the City of Roseville under the Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Roseville Public Works Director is hereby designated as the authorized representative for the Project who

46 is authorized to provide certifications required in the Agreement and submit pay claims
47 for reimbursement of the Project costs.

48

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

52

53 WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Accepting MCES II Grant

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 April, 2011 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 18th day of April, 2011.

William J. Malinen, City Manager

(Seal)

REQUEST FOR COUNCIL ACTION

Date: 4/18/11

Item No.: 7.j

Department Approval



City Manager Approval



Item Description: 3053 Chatsworth Street Subdivision Update

BACKGROUND

At the October 25, 2010 City Council meeting, the City Council approved the subdivision of the lot located at 3053 Chatsworth Street contingent on the applicant submitting a topographic survey and grading/ storm water management plan for City approval and implementation of the approved plan shall be a necessary condition of the administrative approval. Attached is the new survey for the subdivision.

Since that time, Engineering staff has been working with the Developer on meeting the City of Roseville's requirements for drainage on these lots. What follows is a summary of the results of that coordination:

- The Developer is constructing a storm sewer pipe to ensure that the storm water that currently moves through the site will be able to do so after the new house is built. This pipe has the capacity for the 1, 2, 10 and 100 year events for the drainage area. To ensure that the natural drainage is maintained, preventing damage to other properties in the area, construction of the pipe will precede any footing or foundation work for this lot.
- Permanent erosion control measures will be constructed as a part of the storm water design. Including energy dissipation and channel stabilization.
- The Developer obtained a Rice Creek Watershed District permit for the site.
- Easements will be dedicated for the proposed pipe and existing ditch on the site.

POLICY OBJECTIVE

To provide flood protection for all residents and structures as well as protect the integrity of conveyance channels and stormwater detention areas, the City requires that new subdivisions not block natural drainage.

FINANCIAL IMPACTS

There is no direct financial impact to the City of Roseville.

STAFF RECOMMENDATION

Staff has reviewed the topographic survey and grading/ storm water management and has found it to be consistent with the City's goals and policies. The proposed subdivision will not block the natural drainage of water.

REQUESTED COUNCIL ACTION

None at this time.

Prepared by: Debra Bloom, City Engineer
Attachments A: Subdivision Survey

MINOR SUBDIVISION

for J.W. Moore Construction
of 3053 Chatsworth Street North

VICINITY MAP

PART OF SEC. 2, TWP. 29, RNG. 23



RAMSEY COUNTY, MINNESOTA
(NO SCALE)

EXISTING LEGAL DESCRIPTION

(Per Certificate of Title Number 333044)

All that part of Lots 16 and 17, Saint Paul Park, lying South of a line running from a point on the East line of said Lot 21, distant 947.32 feet South of the Northeast corner of Lot 1 in said Saint Paul Park, to a point on the West line of Lot 16 in said Saint Paul Park, 218.15 feet South of the center line of Brenner Avenue, except the South 300 feet of said Lots 16 and 17.

Subject to Restrictions contained in Document Number 349989

PROPOSED LEGAL DESCRIPTIONS

Parcel A

All those parts of Lots 16 and 17, Saint Paul Park, lying South of a line running from a point on the East line of Lot 21, Saint Paul Park, as originally platted, distant 947.32 feet South of the Northeast corner of Lot 1, said Saint Paul Park, as originally platted, to a point on the West line of said Lot 16, Saint Paul Park, 218.15 feet South of the center line of Brenner Avenue as originally platted; lying North of the South 385 feet of said Lots 16 and 17, Saint Paul Park; and lying East of the West 161 feet of said Lot 16, Saint Paul Park.

Subject to Restrictions contained in Document Number 349989

Parcel B

That part of the North 85 feet of the South 385 feet of Lots 16 and 17, Saint Paul Park, lying East of the West 161 feet of said Lot 16, Saint Paul Park.

Subject to Restrictions contained in Document Number 349989

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- ⊕ DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- ⊙ DENOTES SANITARY SEWER MANHOLE
- ⚡ DENOTES POWER POLE
- x 952.36 DENOTES EXISTING SPOT ELEVATION
- ◄ DENOTES STORM SEWER APRON
- DENOTES SOIL BORING (BY OTHERS)
- ⋯ DENOTES RETAINING WALL
- ⋯ DENOTES EXISTING CONTOURS
- > DENOTES EXISTING STORM SEWER
- > DENOTES EXISTING SANITARY SEWER
- OHW — DENOTES OVERHEAD WIRE
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES BITUMINOUS SURFACE

EXISTING ZONING/SETBACKS

(Per City of Roseville Community Development Department 651-792-7005)

R1 - Single Family Residential
Minimum Lot Width - 85 feet
Minimum Lot Depth - 110 feet
Minimum Lot Area - 11,000 sq. feet
Front Setback - 30 feet
Side Setback - 10 feet house/attached garage
Rear Setback - 30 feet

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 10/18/10.
- Bearings shown are on an Ramsey County datum.
- Curb shots are taken at the top and back of curb.
- This survey was based upon a title commitment prepared by Network Title, Inc. File Number 00043625, effective date August 20, 2010.

DRAWN BY: MMD	JOB NO: 10509	DATE: 10/25/10
CHECK BY: JER	SCANNED	
1	3-2-11 revised descriptions/grading	MMD
2		
3		
NO.	DATE	DESCRIPTION
		BY

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

JASON E. RUD

Date: License No. 41578

GRAPHIC SCALE



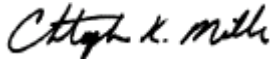
(IN FEET)
1 inch = 40 ft.

NORTH

REQUEST FOR COUNCIL ACTION

Date: 4/18/2011
Item No.: 7 . K

Department Approval



City Manager Approval



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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Description	Amount
Streets	Martin Marietta Materials	Street seal coating materials	\$ 47,000.00

The street seal coating materials will be purchased through a Joint Powers Agreement with the City of St. Paul.

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

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

24 **REQUESTED COUNCIL ACTION**

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

27

28

Prepared by: Chris Miller, Finance Director

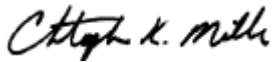
Attachments: A: None

29

REQUEST FOR COUNCIL ACTION

Date: 04/18/11
Item No.: 7.1

Department Approval



City Manager Approval



Item Description: Consider Approving a Joint Powers Agreement with Ramsey Washington Cable Commission

BACKGROUND

Minnesota State Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements (JPA) for the joint exercise of powers that are common to each. Over the past several months, the Ramsey Washington Cable Commission (Commission) and the City of Roseville have held on-going discussions in regards to the sharing of information technology support services.

The City of Roseville currently employs eight full-time employees and one part-time employee to administer the information systems for the City of Roseville and twenty four (24) other municipal and governmental agencies. The proposed JPA with the Commission is similar to the other Agreements in both structure and substance, although this particular JPA pertains only to telephone services.

The attached JPA has been approved by the Commission and is awaiting approval from the Roseville City Council.

POLICY OBJECTIVE

Joint cooperative ventures are consistent with past practices as well as the goals and strategies outlined in the Imagine Roseville 2025 process.

FINANCIAL IMPACTS

The proposed JPA provides non-tax revenues to support City operations. The hourly rates charged to other cities or entities are more than the cost of a City employee; yet substantially lower than could be obtained from private companies – hence the value to other cities is greater.

There is no budget impact. The presence of the JPA along with existing revenue sources is sufficient to fund the City's added personnel and related information systems costs related to the contracted services.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached JPA.

REQUESTED COUNCIL ACTION

Approve the attached JPA with the Ramsey Washington Cable Commission for the purposes of providing telephone system support.

29

Prepared by: Chris Miller, Finance Director

30

Attachments: A: JPA with the Ramsey Washington Cable Commission



Telephony Services Cost Recovery Agreement

A. General Information

Project Name:	IP Telephony Service RWSCC	Date:	
Controlling Dept.:	Roseville Information Technology Department	Modification Date:	04/12/2011
Prepared By:	Terre Heiser	Authorized By:	Chris Miller

B. Overview

This agreement provides for the recovery of costs associated with extending to Ramsey Washington Suburban Cable Commission the telephony services (IPT) system owned and operated by the City of Roseville. This cost recovery schedule is an addendum to the Cost Sharing Agreement executed between the two agencies.

C. Recovery Items

PRI Access Charge Standard Rate: Shared cost of the public switched telephone network (PSTN) charges associated with providing external dial tone. Standard rate is charged to all general use telephone handsets.

Cisco Software Subscriptions: Annual licensing charges from manufacturer. License cover use of Cisco Unified Communication Manager, Unity Messaging, and Emergency Responder (e911)

Support Charge: Contribution to support staff for administering and supporting IPT system.

DID Number Charge: Cost recovery for direct inward dial telephone numbers (extension)

Equipment Depreciation: Shared cost of the depreciated cost of control server equipment (call processing servers, voice mail servers, e-911 servers)

H. Acceptance

Name/Title	Signature	Date



EXHIBIT A. –Cost of Services 2011/2012

<u>Units</u>	<u>Description</u>	<u>Monthly Charge</u>	<u>Total Charge</u>
<u>25</u>	<u>Shared PRI Access Charge - Standard Rate</u>	<u>\$ 5.00</u>	<u>\$ 125.00</u>
<u>25</u>	<u>Cisco Unified Call Manager Software Subscription</u>	<u>\$ 0.40</u>	<u>\$ 10.00</u>
<u>21</u>	<u>Cisco Unity Messaging Software Subscription</u>	<u>\$ 0.50</u>	<u>\$ 10.50</u>
<u>25</u>	<u>Cisco Emergency Responder Software Subscription</u>	<u>\$ 0.10</u>	<u>\$ 2.50</u>
<u>25</u>	<u>Support Charge (per hardware device)</u>	<u>\$ 8.00</u>	<u>\$ 200.00</u>
<u>50</u>	<u>DID Number Charge (651-747-3800-849)</u>	<u>\$ 0.15</u>	<u>\$ 7.50</u>
<u>25</u>	<u>Control Equipment Depreciation Charge</u>	<u>\$ 1.22</u>	<u>\$ 30.50</u>
		<u>Monthly Total</u>	<u>\$ 386.00</u>
		<u>Annual Charge</u>	<u>\$ 4,632.00</u>

Note: Addition or deletion of telephone handsets, devices, or voice mail boxes will be change the amounts listed.

Long Distance and Directory Assistance Telephone charges are billed for actual usage on a separate statement and billed semi-annually.

**SHARED SERVICES AGREEMENT
FOR THE CITY OF ROSEVILLE EXTENSION OF IP TELEPHONY SERVICES
TO THE RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION**

THIS SHARED SERVICES AGREEMENT entered into by and between the **CITY OF ROSEVILLE**, a Minnesota municipal corporation (“Roseville”), and the **RAMSEY WASHINGTON SUBURBAN CABLE COMMISSION**, a Minnesota _____ (“RWSCC”), is effective upon the execution of this Agreement by the named officers of both organizations.

RECITALS

WHEREAS, RWSCC owns Cisco Internetworking Protocol (IP) telephony handsets, voice gateways and other Cisco IP telephony peripheral equipment and;

WHEREAS, RWSCC requires access to Cisco IP telephony control equipment which includes Call Manager, Unity Voice Mail, and other associated Cisco IP control devices and;

WHEREAS, RWSCC requires technical support to operate and maintain this equipment and;

WHEREAS, Roseville has existing Cisco Internetworking Protocol (IP) control equipment which can be extended to RWSCC and;

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each.

NOW, THEREFORE, it is mutually stipulated and agreed to as follows:

1. SERVICES.

A. Roseville shall provide qualified management information systems employees (“Employees”) to perform telephony related technical services required by RWSCC. These services include the following:

- Support of RWSCC Cisco IP telephony services and equipment.
- Access to Roseville's Cisco IP telephony control equipment.
- Access to the Public Switched Telephone Network (PSTN) through shared voice gateway servers.

Support of systems to be provided by Roseville is generally within normal working hours of 8:00 a.m. until 4:30 p.m. Monday through Friday. However considerations will be made for emergency situations and system upgrades which would require off hours support.

B. Roseville shall be solely responsible for compensating the assigned Employee(s) engaged in providing computer and technical services under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of Roseville. In addition, Roseville shall be solely responsible for worker's compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, RLSA, and FMLA. Roseville shall retain the authority to control the employees, including the right to hire, fire and discipline them.

C. RWSCC will provide the necessary office, equipment, and supplies for the assigned Employee(s) to provide the services required hereunder and will bear all costs attendant thereto.

D. The Executive Director, or a designee, of RWSCC shall communicate scheduling of work to be performed by the assigned Employee(s).

2. PAYMENT. RWSCC will compensate Roseville for services rendered in the annual amount listed in the attached Exhibit A: Cost of Services. These charges are billed annually from this agreement under the provisions listed in the Telephony Services Cost

Recovery Agreement

3. FINANCIAL ADJUSTMENTS. The financial terms of this agreement will be reviewed annually and appropriate cost adjustments made to reflect increases in labor, licensing or equipment necessary to carry out the service terms of the agreement.

4. INDEMNIFICATION. Roseville agrees to assume sole liability for any negligent or intentional acts of the assigned Employee(s) while performing the assigned duties within the jurisdiction of either entity. Each entity agrees to indemnify, defend, and hold harmless the other from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney's fees resulting from or related to the actions of each entity, its officers, agents or employees in the execution of the duties outlined in this Agreement, except as qualified by the previous sentence. This Agreement to indemnify and hold harmless does not constitute a waiver of limitations on liability provided under Minn. Stat. § 466.04. To the full extent permitted by law, action by parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for purposes of liability, as set forth in Minn. Stat. § 471.59, subd. 1a(a), provided further that for purposes of that statute, each party to the Agreement expressly declines responsibility for the acts and omissions of the other parties. The parties to this Agreement are not liable for the acts or omissions of the other parties to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

5. INTERRUPTION OF SERVICE. RWSCC hereby waives and releases Roseville from any liability for personal injury or property damage as a result of any failure of Roseville’s Telephony equipment, for whatever reason, including, but not limited to, software, hardware, telephone, frame relay services, or other related equipment. In this regard, RWSCC agrees to indemnify, defend, and hold harmless Roseville from any claims, causes of action, damages,

loss, cost or expenses including reasonable attorney's fees resulting from or related to any such failure. This Agreement to indemnify and hold harmless does not constitute a waiver of limitations on liability provided under Minn.Stat. Sec. 466.04.

6. TERMINATION, SEPARABILITY.

A. This Agreement may be terminated by either party upon ninety (90) days' notice provided to the respective City Manager of Roseville or the Executive Director of RWSCC.

B. Upon termination, any and all records or property of the respective entity will be returned to the appropriate city within 90 days.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other provisions remain in full force and effect.

IN WITNESS WHEREOF, THE City of Roseville and the Ramsey Washington Suburban Cable Commission have caused this Agreement to be duly executed effective on the day and year last entered below.

CITY OF ROSEVILLE

By: _____
Dan Roe
Mayor

By: _____
William J. Malinen
City Manager

Dated: _____

**RAMSEY WASHINGTON
SUBURBAN CABLE COMMISSION**

By: _____

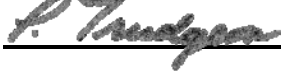
By: _____
Tim Finnerty
Executive Director

Dated: _____

REQUEST FOR COUNCIL ACTION

DATE: 4/18/2011
ITEM NO: 9.a

Department Approval:



City Manager Approval:



Item Description: Request by the Roseville Planning Division for approval of a **text amendment** to Chapter 1009 of the Zoning Code to add regulations pertaining to accessory dwelling units (**PROJ-0017**)

1.0 BACKGROUND AND PROPOSED AMENDMENTS

1.1 The substantial updates to Roseville's Zoning Code, which were the focus of much of the Planning Commission's efforts in 2010, were approved by the City Council on December 13, 2010 and became effective when the ordinance summary was published in the Roseville-Little Canada Review on December 21, 2010. Among the new zoning provisions was the process for considering Accessory Dwelling Units (ADU) as conditional uses. An ADU is variously known as a "mother-in-law apartment" or "granny flat" and is generally used as additional living area for the property owner or as a small, efficiency-sized dwelling unit that may be occupied by a family member or other unrelated renter.

1.2 The conditional use requirements that apply to ADUs mostly address the form of such a unit, ensuring that the single-family character of a property is maintained and restricting the size of a unit as a way of practically limiting the number of occupants to one or two, but Planning Division staff did not account for the potential for larger existing spaces to be used. During the review of the first proposed ADU in February, however, it became clear that existing spaces which exceed the maximum size limit may be considered for conditional use approval, conceivably providing occupancy for several people. For this reason, Planning Division staff is proposing a zoning TEXT AMENDMENT to add a restriction in the number of occupants.

1.3 Also, as the Development Review Committee reviewed that first ADU proposal, the Police and Fire Department representatives expressed an interest in ensuring that an ADU have a unique address so that it can be quickly identified by emergency responders if necessary. To this end, Planning Division staff is proposing to add a requirement that a unique address identifier (e.g., 3091 Fairview Avenue Unit B) be permanently assigned to each ADU; a unique address would be assigned to an ADU during the process of issuing a building permit, but it would not serve a practical purpose when an ADU is vacant or is used by the property owner as part of the overall living area of the home.

1.4 The proposed amendments are shown in **bold** and ~~striketrough~~ text in the draft ordinance included with this staff report as Attachment A; note that to track the proposed changes in this way, the amendments have been prepared using Microsoft Word and so will not have the same formatting as any final adopted amendments to the Zoning Code as developed with Adobe InDesign.

33 **2.0 PUBLIC COMMENT**

34 2.1 The Planning Commission held the duly-noticed public hearing for this TEXT
35 AMENDMENT proposal on April 6, 2011; draft minutes of the public hearing were not
36 available at the time this report was prepared. No one from the public was present to
37 comment on the proposed amendment, nor has anyone communicated with Planning
38 Division staff about the proposal. The discussion of the Planning Commission centered
39 on simplifying the proposed amendment regarding unique address identifiers for each
40 ADU by permanently assigning the identifier to the unit as opposed to utilizing such an
41 identifier only when an ADU is being rented. Planning Division staff supported the
42 Commission's modification, which is reflected in Attachment A

43 **3.0 RECOMMENDATION**

44 Adopt an ordinance amending §1009.02 (Conditional Uses) of the City Code, based on
45 the recommendation of the Planning Commission and the comments and findings of this
46 staff report, pursuant to §1009.06 (Zoning Changes) of the City Code.

47 **4.0 SUGGESTED ACTION**

48 Based on the comments in Section 1 of this report and the input received during the
49 public hearing, adopt an ordinance amending Section 1009.02D1 of the City Code.

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

Attachments: A. Draft ordinance amending §1009.02D1

City of Roseville

ORDINANCE NO. ____

AN ORDINANCE AMENDING SELECTED TEXT OF TITLE 10 (ZONING CODE), CHAPTER 1009 (PROCEDURES), SECTION 1009.02 (CONDITIONAL USES) OF THE CITY CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Purpose: The Roseville City Code, Section 1009.02D1 is hereby amended to limit the number of occupants in accessory dwelling units approved as conditional uses and requiring that each accessory dwelling unit is given a unique address identifier to distinguish it from the principal residence.

SECTION 2. Chapter 1009.02D1 is hereby amended as follows:

d. Maximum occupancy of an ADU shall be limited to 2 people.

e. An ADU shall be assigned a unique address identifier to differentiate it from the principal dwelling.

~~d.f.~~ A detached ADU may be located above a detached garage of the one-family dwelling or within a separate accessory building meeting the standards for accessory buildings.

~~e.g.~~ Dimensional Standards:

~~f.h.~~ The entryway to a detached ADU shall be connected to a street frontage with a paved walkway.

~~g.i.~~ The appearance or character of the principal building shall not be significantly altered so that its appearance is no longer that of a one-family dwelling.

~~h.j.~~ Design Standards for Detached ADUs:

SECTION 3. Effective Date. This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 18th day of April 2011



Parks and Recreation Department



To: Mayor and City Council
From: Lonnie Brokke, Director of Parks and Recreation
Date: April 18th, 2011
Re: Master Plan Citizen Organizing Team Progress Report

Attached is an Implementation Team Work Group Update Newsletter and an Implementation Community Meeting announcement for May 11th, 2011.

Parks and Recreation Commissioner and Citizen Organizing Team Chair Jason Etten and Parks and Recreation Commission Member and Natural Resources Work Group lead Randall Doneen will be at your April 18th, 2011 City Council meeting to give you a brief update on the Parks and Recreation System Master Plan Implementation process.



Parks & Recreation is **Y**our **E**ssential **S**ervice



YES Campaign

*Strengthens community connections and sense of pride * Creates health and wellness through recreational experiences * Fosters neighborhood safety and security
Protects our Natural Resources * Supports economic development and value*

**Roseville Parks & Recreation Commission invites
all of Roseville to attend
Implementation Community Meeting #2
Wednesday, May 11 ~ 7:00-8:45pm
at the Roseville Skating Center Rose Room**

Implementation Community Meetings are informative & engaging whether you have been involved in the process from the beginning or this is your first meeting.



This Community Information session will feature:

- ✓ **Preliminary Outcomes from the recently completed Master Plan Implementation Survey**
- ✓ **Future Plans for Implementation Outreach and Community Communications**
- ✓ **Implementation Team Work Group Next Steps**
 - Constellation (Neighborhood) Representatives
 - Community Facilities & Organizations Work Group
 - Communications & Funding Options Work Group
 - Natural Resources Work Group
 - Implementation Partners Work Group
- ✓ **Opportunities to speak with citizen leaders, neighbors and staff on current parks & recreation needs**

For More Information contact Jill Anfang at 651-792-7102 or jill.anfang@ci.roseville.mn.us

The Roseville Parks & Recreation Commission was asked by the City Council to explore options for implementation of the updated Master Plan. In response a Citizen Organizing Team was formed to work with the greater community to maintain the parks & recreation system for today and into the future. Members of the Citizen Organizing Team include; Jason Etten (chair), Erin Azer, Gregg Cummings, Randall Doneen, Bill Farmer, Dave Holt (co-chair) Richard "Jake" Jacobson, Gale Pederson, James Stark, Bob Willmus.



Parks & Recreation is **Y**our **E**ssential **S**ervice

YES Communications

April 2011

www.cityofroseville.com/parks



Path to Implementation

April 2011 Community Survey

Random community sampling to gauge support for maintaining current parks & recreation facilities, programs and events, and level of support for future parks & recreation improvements and development.

May 2011 Community Input

Implementation Team Community Meeting # 2

May 11 7-8:45pm Roseville Skating Ctr

- * Latest Master Plan Updates
- * Preliminary survey findings
- * Connection to Work Groups

Looking to Join a Work Group?

Contact Jill Anfang @ 651-792-7102
or jill.anfang@ci.roseville.mn.us

There is something exciting happening in Roseville & you are encouraged to be part of it!

On February 23 over sixty Roseville Residents took part in the first Master Plan Implementation Team Community Meeting. The following are Work Group meeting updates from this and subsequent meetings.

Implementation Team Work Group Updates

Implementation Partners Work Group

Citizen Lead: Jason Etten

The partners work group discussed connections with Ramsey County public works, Ramsey County Parks and Recreation and Roseville Area Schools. In the coming months we will work to deepen existing ties with these groups, neighboring cities, local businesses and other interested partner organizations as we work to coordinate efforts toward full implementation of the Master Plan.

This is a city-wide plan that will also effect people outside of our direct borders. If you, or someone you know, is interested in making these connections and helping our government organizations work together to benefit all, please contact Parks and Recreation and join a work group!

Natural Resources & Trails Work Group

Citizen Lead: Randall Doneen

The Natural Resources and Trails Work Group discussed the draft work plan that included reviewing the Parks & Rec Master Plan, Pathway Master Plan and other relevant documents to understand what has already been evaluated. Inviting guest experts to talk on relevant subjects was also discussed as part of the work plan. Individuals offered and discussed areas of interest that consisted of invasive species control, projects at the Harriet Alexander Nature Center, natural resource management in Reservoir Woods and Villa Park, Trails in Southwest Roseville, and grassroot community efforts to inform and involve Roseville citizens about natural resources within the Parks and Rec system.

Community Organizations & Facilities

Work Group

Citizen Lead: Bill Farmer, Gale Pederson

Because the focus here is about groups of people and the facility needs of those groups to satisfy their agendas, this work group began with a round of self introductions. The self introductions were both of the individual members of the group and of the organizations and activities with which they affiliate.

The first order of business going forward will be to familiarize the work group with the facility elements of the master plan — current facilities and their current state of repair, as well as facilities identified by citizens as priorities to be added to the system. The informed work group will then serve as ambassadors to the community to help citizens make informed choices about funding to implement the master plan.

Finance & Communications Work Group

Citizen Lead: Gregg Cummings, Dave Holt, Jake Jacobson

The group discussed options for financing the Parks & Recreation Master Plan, including, but not limited to, a Bond Referendum, Local Sale Tax Options, and Abatement Bonds. The group shared many ideas on land uses and how funding could be implemented. Also, there was a strong belief that the leadership needs to come from the City Council, as well as, the Citizen Advisory Team to realize capital improvement happen in our Parks.

Constellation Representatives

Work Group

Citizen Lead: Erin Azer, Jim Stark

The Constellation Representatives had a spirited discussion and agree that our main mission is to communicate the master plan and the implementation process to the greater community. We brainstormed ways to convey the information including using social media and employing updates via computer networking and/or a newsletter. The group also discussed utilizing the groups and resources already in place such as neighborhood watch groups, Adopt-a-Park, scout troops, schools and neighborhood associations. We also recognized the importance of involving Roseville's entire population perhaps through cultural centers, churches, senior centers and apartment and condo associations.

In our dialogue we focused on three themes:

1. We need to "build an audience."
2. We need to energize "the troops."
3. Everyone involved in this process is in essence a constellation representative.

What is the next step? We need to concentrate on building the audience!

Please contact Jill Anfang if you would be willing to post or deliver master plan information at churches, organizations and other locations in your neighborhood.

As always, encourage neighbors and friends to get involved.

April Work Group Meeting Dates:

Implementation Partners	TBD
Natural Resources	April 18 @ 6:30pm
Com. Organizations & Facilities	April 4 @ 7:30pm
Finance & Communications	April 19 @ 7pm
Constellation Representatives	April 11 @ 6:30pm

* All Work Groups will Meet at Roseville City Hall

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 4/18/11
Item No.: 11.a

Department Approval



City Manager Approval



Item Description: Request to extend working hours for the 2011 Sanitary Sewer Lining Project

BACKGROUND

Michels Pipe Services is the City's Contractor for the 2011 Sanitary Sewer Lining Project. This project is currently underway and includes the lining of sanitary sewer segments that collect and convey significant amounts of wastewater. We have received a variance request from the contractor to allow night work to complete the segments located on heavily traveled roads that require closure of traffic lanes to complete the work. The variance is intended to reduce property owner inconvenience by completing the lining during low-flow time periods and also result in fewer traffic disruptions. Night work is proposed at the following locations:

- Intersection of County Road B and Dale Street
- County Road B in front of the Fairview Community Center
- Long Lake Road at the I-35W ramps
- Intersection of Long Lake Road and Terminal Road

The requested variance is to City Code Section 405.03 HOURLY RESTRICTIONS OF CERTAIN OPERATIONS which permits construction activities to occur between the hours of seven o'clock (7:00) a.m. and ten o'clock (10:00) p.m. on any weekday, or between the hours of nine o'clock (9:00) a.m. and nine o'clock (9:00) p.m. on any weekend or legal holidays. The Contractor is seeking a variance to complete the work during the month of May over a period up to eight nights. It is anticipated that each segment should be completed in one to two nights of work.

A variance to this section of code requires a Public Hearing before the City Council, per code section 405.04. We have mailed out Public Hearing notices to all properties within 350 feet of the corridor. Any comments that we receive will be shared with the City Council as a part of the Public Hearing.

POLICY OBJECTIVE

The Contractor is working to limit the sanitary sewer service interruption and traffic disruption necessary to complete this project. They are asking for the variance so that they can reduce the inconvenience for the public.

FINANCIAL IMPACTS

There is no direct financial impact to the City of Roseville. However, completing these segments during normal working hours may impact area businesses, the travelling public, and the Contractor.

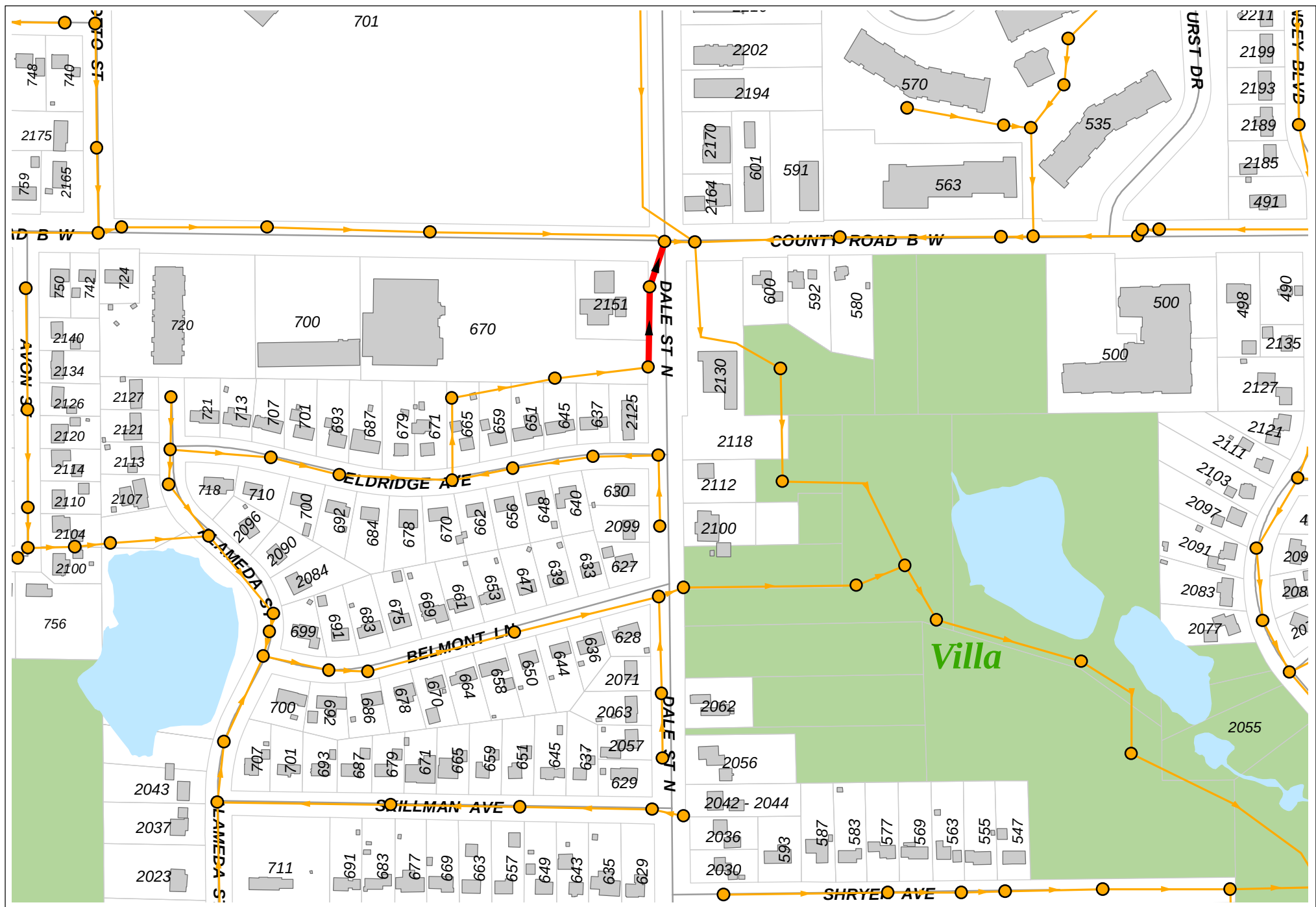
STAFF RECOMMENDATION

Approve the variance as requested.

REQUESTED COUNCIL ACTION

Approve the variance to extend the working hours for the 2011 Sanitary Sewer Lining Project.

Prepared by: Kristine Giga, Civil Engineer
Attachment A: Location map showing proposed night work



Noise Variance Mailing



Prepared by:
Engineering Department
April 04, 2011

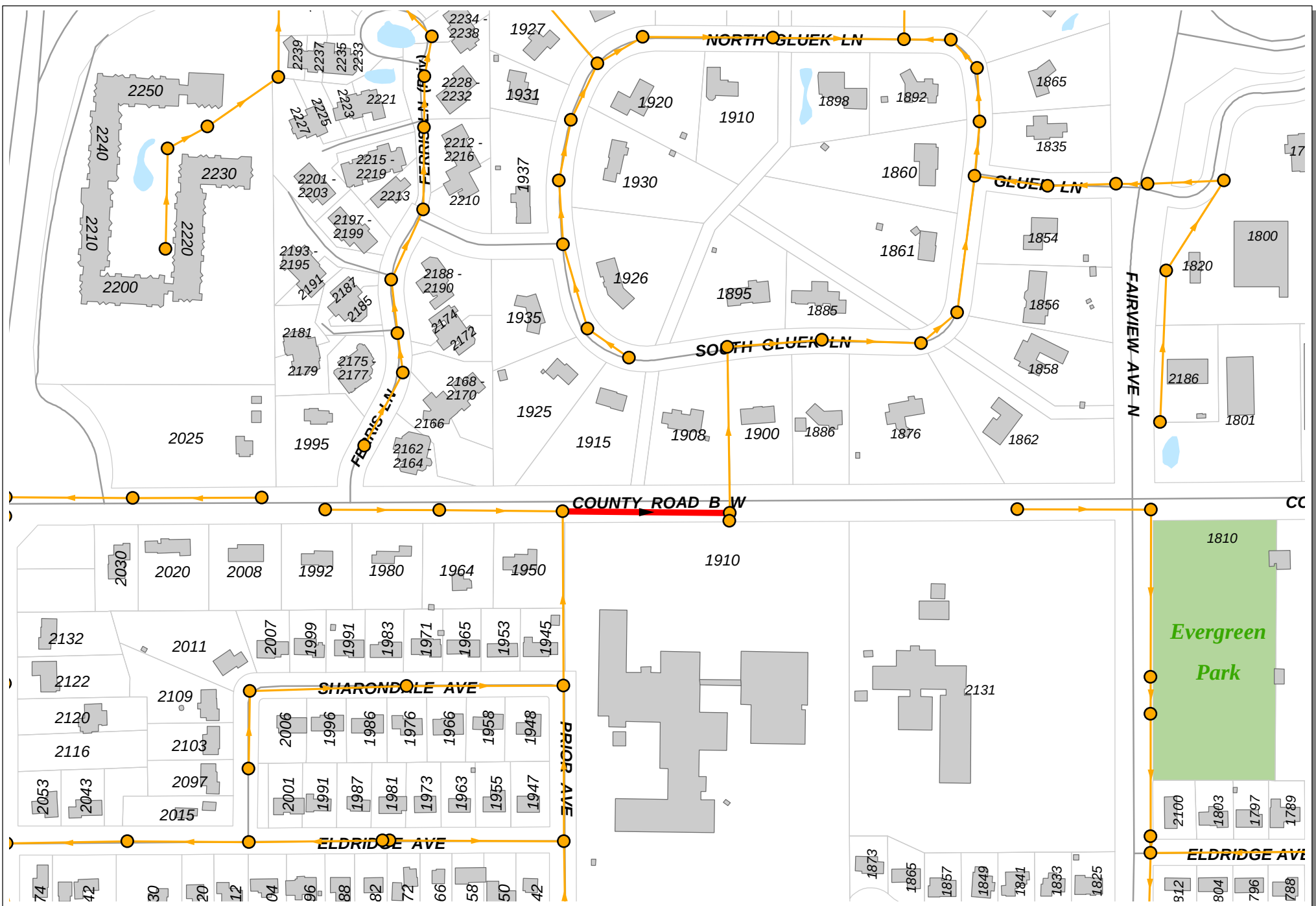


Proposed Night Work
Sanitary Sewer Pipe

Data Sources and Contacts:
* Ramsey County GIS Base Map (2/28/11)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering 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 informational 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 purposes requiring existing measurements of distance or direction or other data in the preparation of geographic features. Errors or omissions are found please contact 651-702-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §465.05, Subd. 21 (2009), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by user, its employees or agents, or third parties which arise out of the user's access to or use of this map.





Noise Variance Mailing



Prepared by:
Engineering Department
April 04, 2011

-  Proposed Night Work
-  Sanitary Sewer Pipe

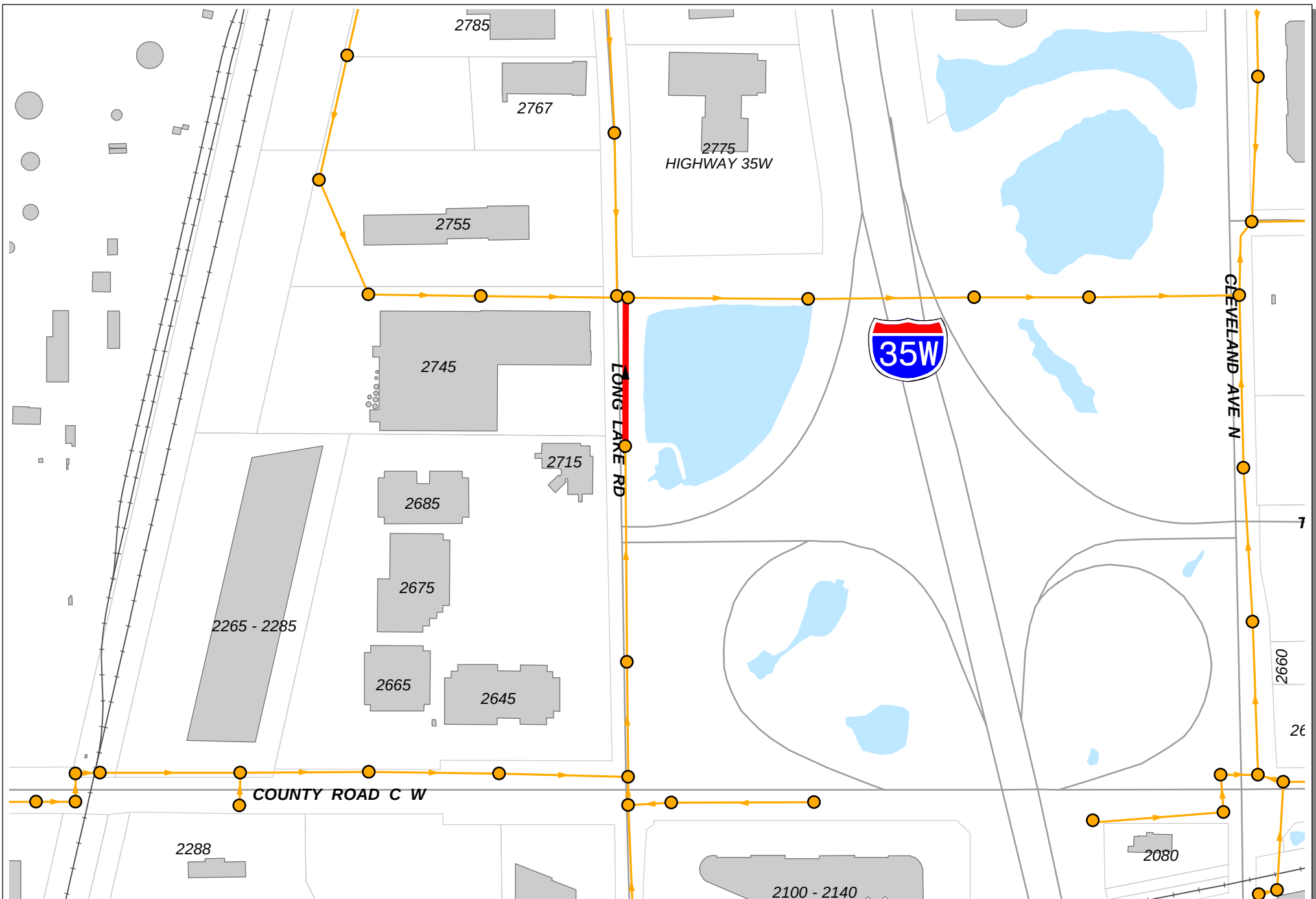
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0 50 100 150 Feet

mapdoc: NoiseVarianceMailing.mxd
map: NoiseVarianceMailing.pdf





Noise Variance Mailing



Prepared by:
Engineering Department
April 04, 2011



Proposed Night Work



Sanitary Sewer Pipe

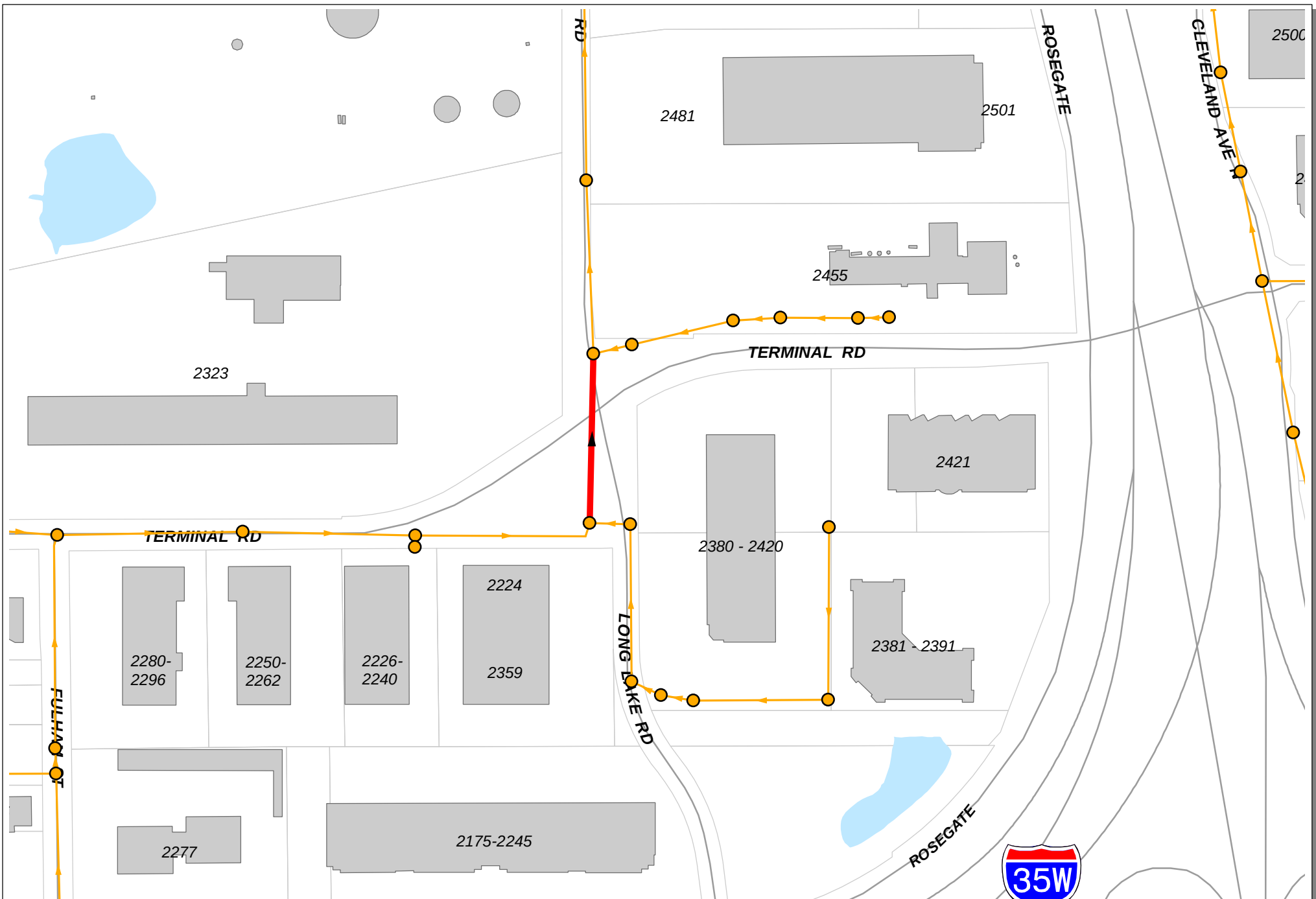
Data Sources and Contacts:
* Ramsey County GIS Base Map (2/28/11)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

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Date: 4/18/11

Item: 12.a

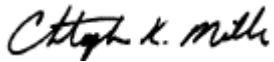
Consider Request by Michels
Pipe Service to Extend
Working Hours for the 2011
Sanitary Sewer Lining Project

See Public Hearing 11.a

REQUEST FOR COUNCIL ACTION

Date: 04/18/2011
Item No.: 13.a

Department Approval



City Manager Approval



Item Description: Adopt a Resolution Approving City Financial & Budget Policies

BACKGROUND

As recently as 2008, the City Council adopted a number of financial and budget-related policies that helped guide the development of the annual Budget and the establishment of the annual property tax levy. These policies have traditionally been incorporated in the annual Budget document as a means of maintaining a historical record.

Given the recent change in the composition of the City Council as well as the current economic environment, it is suggested that the Council revisit these policies to determine if any new position or direction is warranted. The applicable financial and budget-related policies include:

- a) Operating budget policy
- b) Capital improvement policy
- c) Debt policy
- d) Revenue policy
- e) Capital replacement policy
- f) Operating fund reserve policy

Each of these policies is included in their current form in the attached resolution.

POLICY OBJECTIVE

The formal approval of financial and budget-related policies is consistent with prior Council actions as well as industry-recommended practices.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff Recommends the Council review, amend (if warranted), and adopt the attached resolution approving the City's financial and budget-related policies.

28 **REQUESTED COUNCIL ACTION**

29 Motion to Adopt the attached resolution approving the City's financial and budget-related policies.

30

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution to adopt the City's financial and budget-related policies.

31

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 18th day of April 2011 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION _____

**RESOLUTION ADOPTING FINANCIAL AND BUDGET POLICIES
FOR THE CITY OF ROSEVILLE**

WHEREAS, the City Council of the City of Roseville, Minnesota desires to establish budget and financial policies that provide for the sustainability of City programs, services and infrastructure; and

WHEREAS, the City Council of the City of Roseville, Minnesota desires to maintain the City's strong financial condition; and

WHEREAS, the City Council of the City of Roseville, Minnesota desires to provide appropriate fiscal and budgeting controls.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, that the following budget and financial policies be adopted and remain in effect until such time that a subsequent policy action is taken.

Operating Budget Policy

Purpose

The purpose of the City's Operating Budget Policy is to ensure that the City's annual operating expenditures are based on a stable stream of revenues. The policies are designed to encourage a long-term perspective to avoid pursuing short-term benefits at the expense of future impacts. The intent of this policy is to enable a sustainable level of services, expenditures, and property tax levies.

Scope

This policy applies most critically to those programs funded through the property tax, as fluctuations in this revenue source can have substantial impacts.

Policy

- ❑ The City will pay for all current expenditures with current revenues. The City will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses. Specifically, accruing future year's revenues shall be prohibited. Practices to be avoided include postponing expenditures, rolling over short-term debt, and using reserves to balance the operating budget
- ❑ The operating budget will provide for adequate maintenance of capital plant and equipment, and for their orderly replacement.
- ❑ A proportionate share of the administrative and general government costs incurred by the general operating fund of the City shall be borne by all funds as is practicable. Such administrative charges shall be predetermined and budgeted annually
- ❑ New programs or proposals shall be reviewed in detail by City staff and both a policy and fiscal analysis shall be prepared prior to budgetary inclusion, and provided to the City Council for its review
- ❑ A request for a program or service expansion or reduction must be supported by an analysis of public policy implications of the change
- ❑ A request for new personnel must be supported by an analysis demonstrating the need for the position based on workload measures, comparative staffing levels, and City and department priorities
- ❑ A request for purchase of new (additional) capital equipment must be supported by an analysis demonstrating that the value of the benefits of the equipment is greater than the cost of the equipment over its expected life
- ❑ As specified under City Code section 103.05 all general purchases and/or contracts in excess of \$5,000 must be separately approved by the Council

In recognition of industry-recommended budgeting practices, the City has established the following budget controls:

- ❑ The City will maintain a budgetary control system to ensure adherence to the budget
- ❑ 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.
- ❑ Department heads shall be primarily responsible for maintaining expenditures within approved budget guidelines that are consistent with approved financial policies

Implementation

The budget as approved meets the above criteria and as a result, the above policies are considered to be

127 implemented
128

Capital Improvement Policy

Purpose

The purpose of the City's Capital Improvement Policy is to ensure that capital expenditures are well planned and enable the city to replace capital items when needed, without requiring significant fluctuations in the property tax levy.

Scope

All departments and City funds are included in the 10-Year Capital Improvement Program (CIP). The CIP identifies the timing and financing of all capital items.

Policy

- ❑ All capital improvements shall be made in accordance with an adopted Capital Improvement Program
- ❑ The City will develop a 10-year Plan for capital improvements and update it annually
- ❑ The City will coordinate development of the capital improvement budget with development of the operating budget. Future operational costs associated with new capital improvements will be projected and included in operating budget forecasts
- ❑ The City will provide ongoing preventative maintenance and upkeep on all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs
- ❑ The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to Council for approval
- ❑ The City will determine the least costly financing method for all new projects
- ❑ For future development or redevelopment proposals that require public infrastructure and/or public financing assistance and/or City support services; a fiscal analysis shall be prepared identifying the project sources and uses. The analysis should also demonstrate the costs and benefits of the project. The cost of this analysis shall be borne by the developer.

Implementation

The Capital Improvement Program has been updated to reflect capital expenditures through the next five years.

Debt Policy

Purpose

- ❑ To define the role of debt in the City's total financial strategy so as to avoid using debt in a manner that weakens the City's overall financial condition.
- ❑ To establish limits on the amount of City debt which will allow for manageable debt service costs.
- ❑ To maintain the best possible Moody's and Standard and Poor's credit rating

Policy

- ❑ The City will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues. The City shall not use debt for the purchase of vehicles and other rolling stock
- ❑ When the City finances capital projects by issuing bonds, it will pay back the bonds within a period not to exceed the expected useful life of the project
- ❑ The City will try to keep the average maturity of general obligation bonds at or below ten years
- ❑ The City will strive to keep the direct debt per capita and direct debt as a percent of estimated market value at or below the median set out by the credit rating agencies
- ❑ Total general obligation debt shall not exceed two percent of the market value of taxable property as required by State law
- ❑ The City shall not use debt for current operations
- ❑ The City will maintain good communications about its financial condition with credit rating agencies
- ❑ The City will follow a policy of full disclosure on every financial report and bond prospectus
- ❑ Refinancing or bond refunding will only be undertaken when there is significant economic advantage to the City, and when it does not conflict with other fiscal or credit policies
- ❑ The maintenance of the best possible credit rating shall be a major factor in all financial decisions. For the purposes of issuing debt, bond rating categories shall be used as a means of assessing the City's financial condition.

Implementation

The debt management section of this approved Budget and Capital Improvement Program demonstrate compliance toward achieving the city's debt policy.

Revenue Policy

Purpose

- ❑ To provide a diversified and strong set of revenues to ensure a stable revenue system for City programs and services
- ❑ To match revenues with similar uses to ensure adequate funding for the various City services and programs over the long-term

Policy

- ❑ The City will try to maintain a diversified and stable revenue system and to shelter it from short run fluctuations in any one revenue source
- ❑ Absent any outside legal restrictions, all Federal, State, County, or other governmental financial aids, should be formally designated, by resolution, towards a specific program or service. General purpose aids shall only be used for capital or non-recurring expenditures and not for on-going operations.
- ❑ Each year the City will recalculate the full costs of activities supported by user fees, to identify the impact of inflation and other cost increases, and will set those fees as appropriate. Fees will be established and adopted annually on the Fee Schedule.
- ❑ The City will set fees and user charges for each enterprise fund, such as water and sewer, at a level that fully supports the total direct and indirect cost of the activity. Indirect costs include the cost of annual straight life depreciation of capital assets and each fund's share of the administrative and general government costs incurred by the general operating fund
- ❑ Absent public policy reasons to the contrary, the City will set fees and user charges for non-enterprise funds, at a level that fully supports the total direct and indirect cost of the activity. Indirect costs include the cost of annual straight life depreciation of capital assets

Implementation

The Budget accurately allocates the revenues and expenditures of City programs and services.

Capital Replacement Policy

Purpose

The Roseville City Council has set in place a stable funding mechanism for much of the city's infrastructure. The intent of the Council in having Replacement Policies is to provide for easing the burden on both present and future taxpayers and to assure the replacement of the city's infrastructure in a manner that is both fiscally and operationally prudent.

The primary purpose of this policy is to have specific resources set aside on a periodic basis, to create funding for the major equipment and infrastructure needs of the community, without encountering major tax increases for maintenance and replacement.

It is not the intent of the City Council to fund major new facilities, which have not had the original funding established either through tax increment, general taxes or other such sources. The replacement funds are expected to be only for replacement purposes. (See the Implementation section below)

Policy

- ❑ The City will establish a General Vehicle Replacement Fund and a Fire Vehicle Replacement Fund. The City will appropriate funds to them annually to provide for timely replacement of vehicles. The amount will be maintained at an amount equal to the accumulated depreciation including annual fund interest earnings to provide for vehicle replacement
- ❑ The City will establish a General Plant Replacement Fund to provide for non-vehicular equipment replacement; i.e., mowers, tools, etc. Funding should equal the amount of accumulated depreciation recorded on all general governmental equipment including annual fund interest earnings
- ❑ The City will establish a Building Replacement Fund, and will appropriate funds to it annually to provide for timely maintenance of all buildings and plants supported by general governmental funding. Maintenance includes major items such as roof repair and HVAC replacement.
- ❑ The City shall establish a Street Infrastructure Replacement Fund to provide for the general replacement of streets and related infrastructure throughout the community. The funding should equal the amount of accumulated depreciation recorded on all general governmental streets and related structures including annual fund interest earnings. The annual MSA capital allocation, will be included as part of the source of funds for computing the adequacy of this fund. This Fund has been formally categorized by the Council as a permanent fund, whereby only the interest proceeds are used each year for the stated purpose. The original principal amount remains intact
- ❑ The City shall establish a Park Improvement Fund to provide for the general replacement of parks and related infrastructure throughout the community. The funding should equal the amount of accumulated depreciation recorded on all park system assets.

- 300 ❑ Within each enterprise fund, the City shall establish a funding mechanism to provide for the
301 general replacement of related infrastructure throughout the community. The funding should
302 equal the amount of accumulated depreciation recorded on all enterprise fund system assets.
303
- 304 ❑ From time to time the City Council shall establish additional replacement funds as the need and
305 funding ability becomes available
306
- 307 ❑ The City should periodically review and follow industry-recommended replacement schedules for
308 all City capital assets.
309

310 Implementation

311 The City shall use replacement funds to assist in the replacement of equipment, vehicles, and building
312 maintenance. New equipment or buildings are to be funded from new dollars, unless they are designated to
313 replace currently depreciated assets. Funds from the replacement funds may be used up to the amount
314 available from depreciation of the replaced asset. Any additional funding shall be from new sources.
315

Operating Fund Reserve Policy

Purpose

- ❑ To provide a cushion against unexpected revenue and income interruptions
- ❑ To provide working capital by ensuring sufficient cash flow to meet the City's needs throughout the year

Policy

- ❑ The City will maintain a general fund reserve of 50% of the general fund's total annual operating budget. This ensures that the City has adequate funds on hand to provide for operations between bi-annual property tax collection periods. Any surplus beyond the required general fund reserve may be transferred to another reserve fund with a funding shortfall
- ❑ The City will strive to create a reserve in the Recreation Fund to equal 25% of the annual recreation budget. This reserve will provide a cash flow cushion and reduce the inter-fund borrowing expense to the Recreation Fund. Because of more frequent cash inflows, a 25% reserve will be adequate to support the daily cash needs of the fund
- ❑ The Community Development Fund is supported solely by building permit fees and charges. Because the economic environment has a major effect on this Fund, a fund balance of 25-50 % of the annual budget is a reasonable target. It is expected that as economic downturns take place, this reserve will provide for a transition period during which the Council will be able to assess and to better match operations with the economic need
- ❑ City enterprise funds shall have operating cash reserves sufficient to provide for monthly cash flow, and for a reasonable level of equipment and infrastructure replacement. Major reconstruction or system upgrades, may need to be funded from enterprise revenue bonds. Annual utility rate reviews will be made in regard to projected operating expenses and capital improvements. The Council will, on an annual basis, establish rates in accordance to operating cost recovery and the projected capital improvements
- ❑ All other operational funds e.g. License Center, Information Technology, etc are expected to operate with positive reserve balances of 10-25% of the annual operating budget. Each operational fund shall be reviewed on an annual basis to assure the fund balance is in line with the fund's objectives

Implementation

All fund reserves shall be reviewed each year at the time of the annual budget preparation for the purpose of complying with this policy. Budgets shall be prepared on an "All Resources" basis, so that the City Council and Community can readily discern the current and projected management of all reserves.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

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State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 18th day of April, 2011, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 18th day of April, 2011.

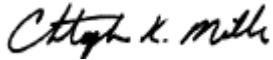
William J. Malinen, City Manager

Seal

REQUEST FOR COUNCIL ACTION

Date: 04/18/2011
Item No.: 13.b

Department Approval



City Manager Approval



Item Description: Review Budget Program Categories & Descriptions

BACKGROUND

As part of the Council's 2012 Budget process, the Council indicated a desire to review the budget program categories and descriptions to ensure that all Councilmembers had an equal understanding of the associated costs.

A listing of the budget description (where available) and categories used in the 2011 budget process is included in *Attachments A&B*.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

For information purposes only. No formal Council action is requested.

Prepared by: Chris Miller, Finance Director
Attachments: A: Budget Program Descriptions
B: Budget Program Listing

City Council

Attachment A

City Council: Business Meetings - City Council salaries and cost of City audit.

City Council: Community Support/Grants - Annual Grants to NWYFS and Roseville Senior Program.

City Council: Intergovernmental Affairs / Memberships - Annual memberships: League of Minnesota Cities; Ramsey County League of Local Governments, Suburban Rate Authority; and National League of Cities

City Council: Recording Secretary – Contract for recording and preparation of city council meeting minutes.

Advisory Commissions

Human Rights Commission – Expenses related to hosting a forum, member training, essay contest member conference attendance and other misc expenses

Ethics Commission - Expenses related to annual Ethics Training and other misc expenses.

Administration

Administration: Customer Service - Time spent responding to phone, email and in person inquiries.

Administration: Council Support - Time spent preparing City Council packets; preparing official documents; Codification of Ordinances; and Administrative support of Ethics and Human Rights Commissions.

Administration: Records Management/Data Practices - Administration of city-wide electronic Records Management system to collect, archive, and retrieve records. Administration of city-wide Data Practices procedures to assure privacy of certain data and appropriate dissemination of public information.

Administration: General Communications - Provide public information via *Roseville City News*; website; news releases, and other materials. Educate the public via tapes/dvds and special events.

Administration: Human Resources - Administration of human capital; benefits and wellness; compensation; employee/labor bargaining and relations; employee training and development; communications; and, legal compliance and record keeping.

Administration: Organizational Management - Time spent planning, leading, and organizing the City and department; participating in general training or meetings, conducting performance evaluations, etc.

Elections

Elections - Administration and clerical support for the education, recruitment and training of judges and staff; absentee and Election Day voter support; and precinct preparation. Election Day supplies and annual maintenance fees.

Legal

Civil Attorney – Annual retainer plus out-of-pocket expenses.

Prosecuting Attorney – Annual retainer plus out-of-pocket expenses.

Special Services - Contingency amount budgeted for legal suits and/or other actions.

Finance, Central Services, Insurance

Banking & Investment Management - Manage the City's investment portfolio and banking relationships including buying and selling investments, transferring cash among city accounts.

Budgeting / Financial Planning – Coordinate the City's Budget and capital planning function including; the preparation of the annual budget and CIP, and regular preparation of materials for the City Council, City Manager, and Department Heads.

Business Licenses - Process all tasks related to the issuance of business licenses including; application review and submittals to the City Council.

Cash Receipts - Process all tasks related to the cash receipts function including; entering cash receipts, balancing the cash drawer, etc.

Contract Administration - Assist in the coordination of IT JPA's, wireless lease agreements and License Center lease.

Contractual Services (RVA, Cable) - Provide contractual accounting-related services to the Roseville Visitor's Association, and Cable Commission.

Debt Management - Coordinate the City's debt management function including the issuance of all debt including conduit financing offerings.

Economic Development - Assist in the City's Economic Development function.

Accounts Payable - Process all tasks related to the accounts payable function including; processing invoices, issuing 1099's and sales tax filings.

Gen. Ledger, Fixed Assets, Financial Reporting - Process all tasks related to the general accounting and financial reporting functions including; journal entries, financial statement preparation, bank reconciliation, etc.

110 Lawful Gambling - Process all tasks related to the issuance of lawful gambling licenses including;
111 application review and submittals to the City Council.

112
113 Payroll - Process all tasks related to the payroll function including; entering timesheets, managing benefit
114 withholdings, general processing, federal and state reporting, etc.

115
116 Reception Desk - Process all tasks related to the receptionist function including; answering phones,
117 directing lobby traffic, issuing pet licenses, etc.

118
119 Risk Management - Coordinate the City's risk management function including; property/liability, serving as
120 Chair of the Safety Committee, and serving as the City's Agent of Record.

121
122 Utility Billing - Process all tasks related to the utility billing function including; entering meter reads,
123 processing invoices, and servicing accounts.

124
125 Workers Compensation Administration - Administer the City's workers compensation program including
126 managing First Report of Injury forms, and claims administration.

127
128 Organizational Management – Time spent planning, leading, and organizing the department; participating
129 in general training or meetings, conducting performance evaluations, etc.

130
131 Central Services – Includes all general City Hall copier supplies (paper, toner, etc.), letterhead and
132 envelopes, and postage machine lease payments.

133
134 General Insurance - The General Fund's share of the City's workers compensation and property/casualty
135 insurance costs.

136 137 **Police**

138
139 Admin: Response to Public Requests - The foremost function of the police department is to serve and
140 protect the public. Background checks through the Minnesota Bureau of Criminal of Apprehension (BCA)
141 for new hires, gun purchase permits, clearance letters, investigations, business licensing; performed by front
142 office staff trained by the BCA. Copies of police reports are available to the public upon request. The police
143 counter front window is covered Monday-Friday, 8:00 to 4:30 to serve the public. There is also a 24 x 7 x
144 365 entry available to the public.

145
146 Admin: Police Records / Reports - Approximately 25,000 police reports are written by Patrol annually.
147 Record Technicians review and code all reports and then enter the reports into the records management
148 system. Staff scans any media pertaining to the reports and files a hard copy of 25,000 reports. Copies of
149 police reports are available to the public upon request. Police reports are also forwarded to the City/County
150 Attorneys and the Court.

151
152 Admin: Community Liaison - National & Family Night Out, Citizens Academy, Neighborhood Block
153 Watch, volunteer Citizens Park Patrol, Shop with a Cop, Senior Safety Camp, Bike Rodeos, Crime Free
154 Multi-Housing, crime alerts, business/residential premise safety reviews, and statistical crime reporting.

157 Admin: Organizational Management - Personnel supervision, strategic planning, budget
158 planning/management, grant procurement/management, internal investigations, compliance with data
159 practices and state statutes, web site maintenance, policy and procedure development, union deliberation,
160 tactile planning (SWAT) and training.

161
162 Patrol: 24x7x365 First Responder - 24 hour day/seven days week patrol entire City; first responder on the
163 scene of all 911 calls.

164
165 Patrol: Public Safety Promo/Community Interaction - Volunteer Reserve Officer unit, volunteer Citizen's
166 Emergency Response Team (CERT), Explorer's, Officer Friendly, Bike Rodeos, Citizens Academy, Shop
167 with a Cop, and participation in many community events. Patrol by district to become familiar to residents.

168
169 Patrol: Dispatch - Dispatch through Ramsey County Sheriff's Office – 24 x 7 x 365 days/year; billed by
170 number of calls for service.

171
172 Patrol: Police Reports (by Officers) - Approximately 25,000 police reports are written by Patrol annually.
173 All reports are reviewed by a sergeant and then the records technicians for thoroughness and accuracy. A
174 good percentage of incidents require all officers involved write a report on the incident—the first officer on
175 the scene generates the original report and other officers called to the scene generate a supplemental report
176 under the same case number.

177
178 Patrol: Animal Control - The Patrol Division holds the primary responsibility for animal control in the City
179 unless a part-time Community Service Officer is available.

180
181 Patrol: Organizational Management - Personnel supervision, training, compliance with ordinances and
182 statutes, monitor budget, develop programs, evaluate services/programs/procedures for efficiency;
183 define/establish/attain overall goals and objectives. Sworn officers are mandated by the state to attend
184 several trainings on a regularly scheduled basis—many civil judgments across county (deliberate
185 indifference), constitutional violations.

186
187 Investigations: Crime Scene Processing - On scene collection of evidence; secured filing of evidence in
188 police department; submission of evidence to BCA and courts. May include the writing of search warrants,
189 getting judicial approval of warrant and then execution of said warrant (may include SWAT).

190
191 Investigations: Public Safety Promo/Community Interaction - Officer Friendly, Bike Rodeos, Citizens
192 Academy, Shop with a Cop, "lemonade stand," focused Rosedale surveillance, and participation in many
193 community events. Assist with crime alerts to notify community of criminal activity. Investigation of all
194 major cases that continues until the case is closed. Under contract, the school district pays 2/3 salary of a
195 detective to act as school liaison officer at RAHS during the school year.

196
197 Investigations: Response to Public Requests - To function efficiently the police department needs to see
198 active and continual collaboration with the public, the State, County, other city departments, other law
199 enforcement agencies, the courts, local businesses, the schools, vendors, and unions. Investigation of all
200 major cases (incidents) by the department's detectives that occur in the City of Roseville; investigation
201 continues until case is cleared.

202
203 Investigations: Criminal Prosecutions - Present and forward cases to City/County Attorney, Probation,

204 Child Protection, and other law enforcement/public safety agencies.
205 Investigations: Organizational Management - Personnel supervision, training, compliance with ordinances
206 and statutes, monitor budget, develop programs, evaluate services/programs/procedures for efficiency;
207 define/establish/attain overall goals and objectives. Reviewing cases to determine which cases require
208 follow-up or review by detectives based on solvability and case load. Coordination and supervision of
209 major investigations and crime scenes.

210
211 Community Services: Community Services – Salary of two part-time temporary CSO’s and annual
212 community service officer budget that includes the cost of the City’s contract with Brighton Vet Clinic—
213 takes in strays and attempts to find owner, also disposes of dead animals.

214
215 Emergency Management: Emergency Management - City-wide emergency siren maintenance, cost of
216 training for designated emergency manager, and cost to support the Department’s volunteer reserve officer
217 program.

218
219 Lake Patrol – Lake Patrol - Ramsey County Sheriff’s Office to patrol Lake Owasso (water issues only).
220

221 **Fire**

222
223 Admin: Fire Administration and Planning - Administrative staff time related to department operations,
224 planning, payroll processing, budgets, meeting, state, local, and federal requirements.

225
226 Admin: Emergency Management - Fire Department staff time for planning and operations related to City
227 wide emergency management.

228
229 Admin: Organizational Management - Fire Department staff time related to daily department operations.
230

231 Prevention: Fire Administration and Planning - Full-time administrative and prevention personnel time for
232 daily operations, personnel management, and planning.

233
234 Prevention: Fire Prevention - Prevention staff to perform prevention, plan review, inspections, fire
235 investigations.

236
237 Fire Fighting/EMS: Fire Administration and Planning - Full-time administrative and operational personnel
238 time for daily operations, personnel management, and planning.

239
240 Fire Fighting/EMS: Fire Suppression/Operations - On-duty staffing available to provide fire related
241 response- General supplies, and equipment- Firefighter uniforms- Vehicle replacement.

242
243 Fire Fighting/EMS: Emergency Medical - On-duty staffing available to provide EMS response- General
244 supplies, and equipment- Firefighter uniforms- Vehicle replacement.

245
246 Fire Fighter Training: Training - Firefighting, EMS, HAZ MAT, OSHA, leadership, rescue, vehicle
247 operations, vehicle driving, equipment operations, report writing, new hire training, all areas of department
248 training.

249

250

Public Works

Admin: Project Delivery – Planning, designing, organizing & managing engineering resources to ensure successful completion 2.5-4.0 million of projects. Construction staking, administration, and inspection of the construction process.

Admin: Street Lighting – Maintain 1300+ street lights & traffic signals, electrical costs for lighting. Manage contract maintenance.

Admin: Permitting – Issue ROW & erosion permits, review plans, inspection, coordinate with applicants. Take corrective action, as needed. Planning & building permit review.

Admin: General Engineering/Customer Service – Assist customers (phone, walk-up, online) with inquiries regarding public utilities, property lines, past & future projects, city services. Design, maintain, and update the City's organized collection of maps using computer hardware, software, geographic data designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information

Admin: Storm Water Management – Customer service, engineering, review, and management/coordination of stormwater issues and outside agencies involved in Storm Water Management.

Admin: Organizational Management – Supervise PW Staff, develop and manage the budget. General oversight & planning of the department. Prepare for, participate in, and follow up to Council & Commission meetings.

Streets: Pavement Maintenance – Preventative maintenance & repair of all City pavement to achieve an average condition rating of 75-80. Crackseal and sealcoat on a regular schedule to ensure safe & adequate transportation and to extend life of the pavement in the most cost effective manner.

Streets: Winter Road Maintenance – Keeping roads and streets accessible through the winter is a priority for the City. Full plow after 2 or more inches, ice control as needed to keep roads safe.

Streets: Traffic Management & Control – Design, fabrication, installation and maintenance of City traffic control signs for City streets and parking lots. Street & parking lot striping, including crosswalks, arrows, lane markings, school & parking lots to ensure compliance.

Streets: Streetscape and ROW Maintenance – Regular tree-trimming program to ensure visibility and clearance for safety. Mowing, watering, weeding, picking trash, tree maintenance in all streetscape areas. Mowing & weeding ROW areas.

Streets: Pathways & Parking Lots – Maintain pathways & parking lots to ensure safety to all users and achieve an average pavement condition of 75-80. Sustain an aesthetically pleasing appearance through repairs & various types of sealants. Repair quickly to avoid higher costs or injury.

Streets: Organizational Management – Supervise/oversee street staff, street purchases, manage budget, departmental planning of street division to maintain services.

298

299 Street Lighting: Street Lighting – Maintain /replace as needed.

300

301 Bldg Maintenance: Custodial services – Provide cleaning of City buildings & contract maintenance to
302 medium level, order supplies, resolve issues to ensure buildings are kept clean and acceptable.

303

304 Bldg Maintenance: General Maintenance – Oversee two-person contract custodial staff, HVAC
305 management & monitoring, maintenance, manage summer seasonals.

306

307 Bldg Maintenance: Organizational Management – Supervision, budgetary control, planning, leading, and
308 organizing.

309

310 Central Garage: Vehicle Repair - Maintenance & repair of City fleet to maintain safe, working condition
311 minimize downtime, and regular scheduled maintenance and repairs.

312

313 Central Garage: Organizational Management - Budgetary control, supervision, and organizing workplan for
314 fleet maintenance division.

315

316 Sanitary Sewer: Infrastructure Maintenance & Repair - Preventative maintenance & repair of 145 miles
317 sanitary sewer lines and 3,116 sewer manholes. Operate, monitor, maintain & repair lift stations to meet
318 operational standards and necessary reliability.

319

320 Sanitary Sewer: Customer Response - Respond to customer inquiries and provide assistance for
321 approximately 10,500 sewer customers. Issues, such as sewer backups are investigated and
322 repaired/resolved 24/7.

323

324 Sanitary Sewer: Capital Improvement - Maintain/replace as needed.

325

326 Sanitary Sewer: Organizational Management - Supervise/oversee utility staff, organize training, sewer
327 purchases, manage budget, departmental planning of sewer utility to maintain services.

328

329 Water: Infrastructure Maintenance & Repair – Preventative maintenance & repair of the water utility
330 infrastructure, including 160 miles of watermain and 1,711 fire hydrants. Monitor, maintain & repair
331 pump station and water tower.

332

333 Water: System Monitoring & Regulation - Monitor the water infrastructure and operations for continuous
334 supply, and respond as necessary to ensure continuous service. Test sample as required by regulatory
335 agencies.

336

337 Water: Customer Response - Respond to daily customer calls and inquiries, investigate and repair, and
338 educate the customer.

339

340 Water: Metering - Reading of approximately of 3,000 water meters per month, plus re-reads and transfer
341 reads. Repair, replace, and inspect water meters as necessary. Maintain all City meters and curb stops
342 (approximately 10,300 each).

343

344 Water: Capital Improvement - Rehabilitate or replace water utility infrastructure as needed.

Water: Organizational Management - Supervise/oversee water utility staff, organize training, water purchases, budgetary control, planning, leading, and organizing.

Stormwater: Infrastructure Maintenance & Repair - Preventative maintenance and repair of 135 miles storm sewer mainline. Maintain, inspect and repair 3,500 catch basins and storm water lift stations.

Stormwater: Street Sweeping - Bi-Annual sweeping of city streets and as needed sweeping of streets to keep neighborhoods clean and livable and to protect our ponds, lakes, and wetlands.

Stormwater: Leaf Collection - Annual leaf collection program to remove leaves, clean streets to help keep leaves out of storm sewers and ponds. Maintain the compost site to minimize odors and efficiently compost material, deliver compost and wood chips.

Stormwater: Organizational Management - Supervise/oversee storm utility staff, training, storm purchases; manage budget, departmental planning of storm utility to maintain services.

Parks & Recreation

Admin: Personnel Management – Personnel Management includes direct staffing costs to process and track bi-weekly payroll for 25 FTE employees and over 300 part-time seasonal staff. Personnel Management is responsible for the training and development of 25 FTE employees. Personnel Management includes promoting employment opportunities, recruiting qualified candidates, processing needed personnel paperwork, training to insure high level of delivery and responsibility, supervising to assure quality experiences and services and policy and procedure adherence and evaluating to manage professional and community expectations.

Admin: Financial Management – preparing, executing and monitoring all aspects of the department budgets including revenues and expenses whereby more than 50% is generated through non-tax dollar revenue. Include: planning and coordinating outside funding, administer financial matters on a continual bases. Financial Management involves intensive monitoring of 68 program budgets, 11 facility budgets and 8 event budgets. Financial Management includes the costs to supervise both expense and revenue budgets, to develop annual budgets and to report budget outcomes. Financial Management also includes staffing costs to process, track and report daily cash receipts and credit transactions.

Admin: Planning & Development – Includes: reporting for information and decision making, research, policy development and execution, short term and long term planning, best practice/accreditation maintenance, and special and routine projects and committees. Develop goals and activities, conduct program research and development, legal and legislative work, analyze and plan for program and facility needs, prepare for capital improvements, etc. Planning and Development expenses are connected to department wide and community based policy relations, research and reporting and project management. Often times these projects are at the request of Council, Commission or Administration or involve improved department operations.

Admin: Community Services – includes department customer service, make presentations to local groups, participate with and support more than 20 affiliated groups, resident communications of offerings, special event support and guidance, incorporating technology into operations including website updates and timely e-mail responses. Community Services covers a range of community wide benefits from staff involvement with community organizations and agencies to providing excellent customer service, to offering a wide range of community events to producing communication materials that promote recreational opportunities and facilities and educate and inform the community to serving the community using current technology based tools for registration and communication.

Admin: Citywide Support – Includes projects, tasks, time spent not directly related to parks and recreation, i.e. department head meetings, city council meetings, community presentations, commission support, attending meetings and serving on city committees, coordinating with other city departments, etc. City-Wide Support includes personnel costs for staff involved in inter-department meetings and projects and community programs and events that involve multi city operations.

Skating Center: OVAL – The Skating Center services over 300,000 users annually and has the following three (3) specializations: 1) OVAL 2) Arena and 3) Banquet/Meeting Rooms. The OVAL portion reflects the cost of building maintenance, ice and equipment maintenance, personnel management and building and grounds maintenance. Also included in this budget are the costs of personnel, financial management, programs, event and overall facility management of the OVAL for the winter ice season and summer skate park.

Skating Center: Arena – The Skating Center services over 300,000 users annually and has the following three (3) specializations: 1) OVAL 2) Arena and 3) Banquet/Meeting Rooms. The Indoor Arena portion reflects the cost of building maintenance, ice and equipment maintenance and personnel management. Also included in this budget are the costs of personnel, financial management, programs, event and overall facility management of the year round operation of the Arena.

Skating Center: Banquet Area – The Skating Center services over 300,000 users annually and has the following three (3) specializations: 1) OVAL 2) Arena and 3) Banquet/Meeting Rooms. The Banquet Area portion reflects the cost of personnel management, program/event management and financial management. The amount reflected in the Banquet portion includes the cost of equipment and building maintenance for the estimated 50,000 users of the banquet facility at the Skating Center. Also included in this budget are the costs of personnel, equipment and supplies and overall facility management to host weddings, class reunions and hundreds of community group meetings and events.

Skating Center: Department wide Support – The amount in this portion of the Skating Center budget reflects the time spent by Skating Center staff working in other areas of the Parks and Recreation Department, i.e. parks and grounds, golf course, recreation, etc.

Programs: Program Management - Recreation Program Management involves all direct costs necessary to provide Roseville with 1850 recreation programs, events and opportunities annually. Program Management services all sectors of the community from the very young to older adults; provides opportunities in the arts, athletics, enrichment, wellness and leisure; and involves individuals, families and groups. Recreation Program Management includes all development, implementation and evaluation responsibilities including planning, communications and promotions, supervision and post program evaluations and reporting.

438 Programs: Personnel Management - Personnel Management is responsible for the training and development
439 of part-time seasonal staff. Over 300 part-time seasonal employees deliver front line recreation services as
440 activity leaders, customer service representatives and facility managers. Personnel Management includes
441 promoting employment opportunities, recruiting qualified candidates, processing needed personnel
442 paperwork, training to insure high level of delivery and responsibility and supervising to assure quality
443 experiences and recreation services.

444
445 Programs: Facility Management - Includes the costs to facilitate current community programming at the
446 following facilities: Brimhall and Central Park Community Gymnasiums, Gymnastic Center, Fairview
447 Community Center, Harriet Alexander Nature Center, ballfields, picnic shelters and the Muriel Sahlin
448 Arboretum. Facility Management provides oversight and direct management for eleven community
449 resources. Facility Management includes direct costs for: scheduling usage, part-time seasonal staffing to
450 supervise facility use, provides needed resources to maintain clean, safe and desirable community facilities.

451
452 Programs: Volunteer Management - The cost to recruit, train, supervise, communicate and recognize the
453 current level of volunteers. Volunteer Management is responsible for recruitment, training and development
454 of parks and recreation volunteer team. Over 3,000 volunteer experiences annually account for 30,000
455 hours of community service as sport coaches, park maintenance, facility support, event support, activity
456 leaders, advisors and advocates. Volunteer Management encompasses all aspects of the volunteer
457 experience from promotion and communication to recruitment and training to supervision and support to
458 recognition and appreciation.

459
460 Programs: Organizational Management - Includes a compilation of program liability insurance and credit
461 card/on-line fees, direct costs for providing credit card use, online services and insurance coverage for
462 recreation programs, facilities, events and services.

463
464 Maintenance: Grounds Maintenance - Grounds maintenance activities include all maintenance and
465 management of activities performed on all City parkland areas, i.e. mowing/trimming, landscape
466 repair/maintenance and construction, pathways maintenance, etc.. This does not include athletic field areas,
467 Muriel Sahlin Arboretum, Harriet Alexander Nature Center, Cedarholm GC and the Roseville Skating
468 Center.

469
470 Maintenance: Facility Maintenance - Facility and Equipment Maintenance includes all maintenance and
471 management of activities performed on all City park facilities, i.e. play equipment, athletic fields, hard
472 surface courts, Muriel Sahlin Arboretum, HANC, park shelters, park ice rinks, wading pool, etc. This does
473 not include the Roseville Skating Center and Cedarholm Golf Course.

474
475 Maintenance: Natural Resources Maintenance - Natural Resources activities include implementation and
476 management of the City Diseased and Hazard Tree program and all natural resource implementation and
477 management activities.

478
479 Maintenance: Department wide support Maintenance - Department-wide support is maintenance for
480 recreation and includes all direct activities and management of those activities to support 1850 Roseville
481 Parks and Recreation Programs and activities and numerous affiliated group efforts.

484 Maintenance: City wide Support - City-Wide Support includes all activities and management for city-wide
485 events the Parks and Recreation Department Planning and Maintenance Division supports such as National
486 Night Out, Election Support, Roseville Home and Garden Fair, etc. This also includes support for various
487 City committees such as The Development Review Committee, Safety Committee, etc.

Community Development

488 Planning: Current – Receive and review all land use applications (Plats, conditional uses, variances, etc),
489 and guides the application through the approval process.

490 Planning: Long Range – Conducts studies and projects as required by state law (Comprehensive Plan and
491 Zoning code updates) as well as special studies and projects as needed (i.e. lot split study, rental licensing
492 study).

493 Zoning Code Enforcement – Investigation of violations of the City zoning code regarding land use,
494 setbacks, sign codes and enforcing the correction of said violations.

495 Organizational Management – Oversee the implementation of all department functions

496 Economic Development – Works on the creation and the administration of TIF Districts. Conduct business
497 retention and recruitment activities. Apply for economic development grant and loan funds to be used for
498 projects.

499 Building Codes / Permits – Review plans for all residential and commercial improvements in City, issue the
500 required permits and conduct inspections of improvements to ensure compliance with state and local codes.

501 Nuisance Code Enforcement – Investigation of all nuisance complaints (junk, property maintenance, tall
502 grass) and enforcing the correction of said violations. Also conduct the Neighborhood Enhancement
503 Program.

504 GIS – Create and maintain electronic property data base for City staff and public use. Create mailing list
505 for public hearing notices. Maintain online mapping system and city website. Serve as Department
506 Coordinator for electronic archiving of files.

507

City of Roseville
Priority-Based Budgeting
Tax-Supported Programs
2011

Attachment B

<u>Department / Division</u>	<u>Program / Function</u>
City Council	Business Meetings
City Council	Community Support / Grants
City Council	Intergovernmental Affairs / Memberships
City Council	Recording Secretary
Advisory Comm.	Human Rights Commission
Advisory Comm.	Ethics Commission
Administration	Customer Service
Administration	Council Support
Administration	Records Management/Data Practices
Administration	General Communications
Administration	Human Resources
Administration	Organizational Management
Elections	Elections
Legal	Civil Attorney
Legal	Prosecuting Attorney
Legal	Special Services
Finance	Banking & Investment Management
Finance	Budgeting / Financial Planning
Finance	Business Licenses
Finance	Cash Receipts
Finance	Contract Administration
Finance	Contractual Services (RVA, Cable)
Finance	Debt Management
Finance	Economic Development
Finance	Accounts Payable
Finance	Gen. Ledger, fixed assets, financial reporting
Finance	Lawful Gambling (partial cost)
Finance	Payroll
Finance	Receptionist Desk
Finance	Risk Management
Finance	Utility Billing (partial cost)
Finance	Workers Compensation Admin.
Finance	Organizational Management
Central Services	Central Services
Code Enforcement	Code Enforcement
General Insurance	General Insurance
Police Administration	Response to Public Requests
Police Administration	Police Records / Reports
Police Administration	Community Liaison
Police Administration	Organizational Management
Police Patrol	24 x 7 x 365 First Responder
Police Patrol	Public Safety Promo / Community Interaction
Police Patrol	Dispatch
Police Patrol	Police Reports (by officer)
Police Patrol	Animal Control
Police Patrol	Organizational Management
Police Investigations	Crime Scene Processing
Police Investigations	Public Safety Promo / Community Interaction
Police Investigations	Criminal Prosecutions
Police Investigations	Response to Public Requests
Police Investigations	Organizational Management
Police Comm Services	Community Services
Police Emerg. Mgmt	Police Emergency Management
Police Lake Patrol	Police Lake Patrol
Fire Administration	Fire Administration & Planning

City of Roseville
Priority-Based Budgeting
Tax-Supported Programs
2011

Attachment B

<u>Department / Division</u>	<u>Program / Function</u>
Fire Administration	Emergency Management
Fire Administration	Organizational Management
Fire Prevention	Fire Administration & Planning
Fire Prevention	Fire Prevention
Fire Fighting / EMS	Fire Administration & Planning
Fire Fighting / EMS	Fire Suppression / Operations
Fire Fighting / EMS	Emergency Medical Services
Firefighter Training	Firefighter Training
Fire Relief	Fire Relief
PW Administration	Project Delivery
PW Administration	Street Lighting
PW Administration	Permitting
PW Administration	General Engineering/Customer Service
PW Administration	Storm Water Management
PW Administration	Organizational Management
Streets	Pavement Maintenance
Streets	Winter Road Maintenance
Streets	Traffic Management & Control
Streets	Streetscape & ROW Maintenance
Streets	Pathways & Parking Lots
Streets	Organizational Management
Street Lighting	Street Lighting capital items
Bldg Maintenance	Custodial Services
Bldg Maintenance	General Maintenance
Bldg Maintenance	Organizational Management
Central Garage	Vehicle Repair
Central Garage	Organizational Management
Rec Administration	Personnel Management
Rec Administration	Financial Management
Rec Administration	Planning & Development
Rec Administration	Community Services
Rec Administration	City-wide Support
Rec Administration	Organizational Management
Skating Center	OVAL
Skating Center	Arena
Skating Center	Banquet Area
Skating Center	Department-wide Support
Recreation Programs	Program Management
Recreation Programs	Personnel Management
Recreation Programs	Facility Management
Recreation Programs	Volunteer Management
Recreation Programs	Organizational Management
Recreation Maint.	Grounds Maintenance
Recreation Maint.	Facility Maintenance
Recreation Maint.	Natural Resources
Recreation Maint.	Department-wide Support
Recreation Maint.	City-wide Support
Miscellaneous	Equipment Replacement
Miscellaneous	Building Replacement
Miscellaneous	Park Improvement Program
Miscellaneous	Emerald Ash Borer
Miscellaneous	Debt Service - Streets
Miscellaneous	Debt Service - City Hall, PW Bldg.
Miscellaneous	Debt Service - Arena

City of Roseville
Priority-Based Budgeting
Summary of Non-Tax Programs
2011

Attachment B

<u>Department / Division</u>	<u>Program / Function</u>
Planning	Planning - Current
Planning	Planning - Long Range
Planning	Zoning Code Enforcement
Planning	Organizational Management
Econ. Development	Economic Development and Redevelopment
Econ. Development	Organizational Management
Code Enforcement	Building Codes Review and Permits
Code Enforcement	Nuisance Code Enforcement
Code Enforcement	Organizational Management
GIS	GIS
GIS	Organizational Management
Communications	Newsletter / News Reporting
Communications	Audio / Visual
Communications	Internet / Website
Communications	NSCC Member Dues
Info Technology	Enterprise Applications
Info Technology	Network Services
Info Technology	PDA/Mobile Devices
Info Technology	Server Management
Info Technology	Telephone/Radio Systems
Info Technology	Computer/End User Support
Info Technology	User Administration
Info Technology	Internet Connectivity
Info Technology	Facility Security Systems
Info Technology	Organizational Management
License Center	Passport Issuance
License Center	Motor Vehicle Transactions
License Center	Identity Applications
License Center	DNR Transactions
License Center	Daily Sales Reporting & Cash Reconciliation
License Center	Inventory and Supplies
License Center	Customer Communications/Problem Solving
License Center	Bad Check Recording & Recovery
License Center	Organizational Management
Lawful Gambling	Gambling Licenses & Reports
Lawful Gambling	Community Donations
Water	Infrastructure Maintenance & Repair
Water	System Monitoring & Regulation
Water	Customer Response
Water	GIS
Water	Utility Billing
Water	Metering
Water	Wholesale Water Purchase from St. Paul
Water	System Depreciation
Water	Admin Service Charge
Water	Organizational Management
Sewer	Infrastructure Maintenance & Repair
Sewer	Customer Response
Sewer	GIS
Sewer	Sewage Treatment Costs
Sewer	System Depreciation
Sewer	Admin Service Charge
Sewer	Organizational Management
Storm Sewer	Infrastructure Maintenance & Repair
Storm Sewer	Street Sweeping
Storm Sewer	Leaf Collection / Compost Maintenance
Storm Sewer	System Depreciation
Storm Sewer	Admin Service Charge
Storm Sewer	Organizational Management

City of Roseville
Priority-Based Budgeting
Summary of Non-Tax Programs
2011

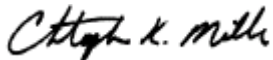
Attachment B

<u>Department / Division</u>	<u>Program / Function</u>
Recycling	Program Administration
Recycling	Communications
Recycling	Data Reporting / Outreach efforts
Recycling	Recycling Pickup Contractor
Recycling	Admin Service Charge
Golf	Clubhouse Operations
Golf	Grounds Maintenance
Golf	Department-Wide Support

REQUEST FOR COUNCIL ACTION

Date: 04/18/2011
Item No.: 13.c

Department Approval



City Manager Approval



Item Description: Review List of Mandatory Budget Programs

BACKGROUND

As part of the Council's 2012 Budget process, the Council indicated a desire to review the list of mandatory budget program categories within the property tax-supported funds. Mandatory programs are comprised entirely (or almost entirely) of city functions that are mandated by federal or state statutes or City Code, or constitute a legal or contractual obligation. The programs that have been categorized as 'mandatory' are included in *Attachment A*.

Staff will also note that virtually every other budget program has costs that are partially mandated and/or represent functions where it would be impractical to eliminate entirely. For example, 'Program #83: City Council Intergovernmental Affairs' largely constitutes the City's membership in the League of MN Cities. The City is dependent on this membership to obtain property/casualty insurance through the LMC Insurance Trust.

Another example would be those programs that are denoted as 'Organizational Management'. This represents that time spent by Department Heads and Asst. Department Heads developing strategic and operational plans, fostering employee development, and organizing their respective departments. It also includes time spent in training, and serving as the primary liaison to the City Council and Advisory Commission meetings. These duties and responsibilities are arguably non-discretionary.

City Staff will be available at the Council meeting to provide greater explanation as to why certain programs are considered mandatory or are otherwise impractical to eliminate.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

For information purposes only. No formal Council action is requested.

30

Prepared by: Chris Miller, Finance Director
Attachments: A: List of Mandatory Budget Programs

31

32

City of Roseville
Priority-Based Budgeting
Tax-Supported Programs
2012

Attachment A

<u>Department / Division</u>	<u>Program / Function</u>	
Administration	Council Support	Mandatory
Administration	Records Management/Data Practices	Mandatory
Administration	Organizational Management	Mandatory
Administration	Human Resources	Mandatory
Code Enforcement	Code Enforcement	Mandatory
Elections	Elections	Mandatory
Finance	Accounts Payable	Mandatory
Finance	Gen. Ledger, fixed assets, financial reporting	Mandatory
Finance	Payroll	Mandatory
Finance	Risk Management	Mandatory
Finance	Cash Receipts	Mandatory
Finance	Lawful Gambling (partial cost)	Mandatory
Finance	Business Licenses	Mandatory
Finance	Workers Compensation Admin.	Mandatory
General Insurance	General Insurance	Mandatory
Fire Relief	Fire Relief	Mandatory
Police Patrol	Dispatch	Mandatory
PW Administration	Storm Water Management	Mandatory
PW Administration	Permitting	Mandatory
Recreation Maint.	Natural Resources	Mandatory
Streets	Traffic Management & Control	Mandatory
Miscellaneous	Debt Service - Streets	Mandatory
Miscellaneous	Debt Service - City Hall, PW Bldg.	Mandatory
Miscellaneous	Debt Service - Arena	Mandatory

1 Police Patrol	24 x 7 x 365 First Responder
2 Police Investigations	Criminal Prosecutions
3 Fire Fighting / EMS	Emergency Medical Services
4 Fire Prevention	Fire Prevention
5 Fire Fighting / EMS	Fire Suppression / Operations
6 Firefighter Training	Firefighter Training
7 Police Investigations	Crime Scene Processing
8 Fire Administration	Emergency Management
9 Police Emerg. Mgmt	Police Emergency Management
10 Streets	Pavement Maintenance
11 Streets	Pathways & Parking Lots
12 Police Lake Patrol	Police Lake Patrol
13 Legal	Prosecuting Attorney
14 PW Administration	Street Lighting
15 Central Garage	Vehicle Repair
16 Streets	Winter Road Maintenance
17 Police Patrol	Animal Control
18 Finance	Budgeting / Financial Planning
19 Recreation Maint.	Facility Maintenance
20 PW Administration	Project Delivery
21 Police Investigations	Response to Public Requests
22 Street Lighting	Street Lighting capital items
23 Finance	Banking & Investment Management
24 Police Administration	Community Liaison
25 Miscellaneous	Emerald Ash Borer
26 Police Administration	Response to Public Requests

City of Roseville
Priority-Based Budgeting
Tax-Supported Programs
2012

Attachment A

<u>Department / Division</u>	<u>Program / Function</u>
27 Recreation Programs	Volunteer Management
28 Skating Center	Arena
29 Skating Center	Banquet Area
30 Police Comm Services	Community Services
31 Rec Administration	Financial Management
32 Fire Administration	Fire Administration & Planning
33 Fire Prevention	Fire Administration & Planning
34 Skating Center	OVAL
35 Police Administration	Police Records / Reports
36 Police Patrol	Police Reports (by officer)
37 Rec Administration	Community Services
38 Fire Fighting / EMS	Fire Administration & Planning
39 PW Administration	General Engineering/Customer Service
40 Police Administration	Organizational Management
41 Police Patrol	Organizational Management
42 Police Investigations	Organizational Management
43 Fire Administration	Organizational Management
44 PW Administration	Organizational Management
45 Streets	Organizational Management
46 Recreation Programs	Personnel Management
47 Police Investigations	Public Safety Promo / Community Interaction
48 Police Patrol	Public Safety Promo / Community Interaction
49 Streets	Streetscape & ROW Maintenance
50 Miscellaneous	Building Replacement
51 Finance	Contract Administration
52 Administration	Customer Service
53 Recreation Programs	Facility Management
54 Administration	General Communications
55 Recreation Maint.	Grounds Maintenance
56 Advisory Comm.	Human Rights Commission
57 Central Garage	Organizational Management
58 Recreation Programs	Organizational Management
59 Miscellaneous	Park Improvement Program
60 Rec Administration	Planning & Development
61 Recreation Programs	Program Management
62 Finance	Utility Billing (partial cost)
63 City Council	Business Meetings
64 Rec Administration	City-wide Support
65 Legal	Civil Attorney
66 City Council	Community Support / Grants
67 Skating Center	Department-wide Support
68 Recreation Maint.	Department-wide Support
69 Advisory Comm.	Ethics Commission
70 Rec Administration	Organizational Management
71 City Council	Recording Secretary
72 Recreation Maint.	City-wide Support
73 Finance	Debt Management
74 Finance	Economic Development
75 Miscellaneous	Equipment Replacement
76 Bldg Maintenance	Organizational Management
77 Rec Administration	Personnel Management
78 Finance	Receptionist Desk

City of Roseville
Priority-Based Budgeting
Tax-Supported Programs
2012

Attachment A

<u>Department / Division</u>	<u>Program / Function</u>
79 Bldg Maintenance	General Maintenance
80 Central Services	Central Services
81 Finance	Contractual Services (RVA, Cable)
82 Finance	Organizational Management
83 City Council	Intergovernmental Affairs / Memberships
84 Bldg Maintenance	Custodial Services

Date: 4/18/11

Item: 13.d

Budget-Ranking Methodology

No Attachment

Date: 4/18/11

Item: 13.e

Margaret Driscoll

From: Jeff [Jeff@AminoAcids.com]
Sent: Wednesday, April 06, 2011 1:26 PM
To: Bill Malinen
Cc: Margaret Driscoll; *RVCouncil
Subject: Off sale ordinance

Importance: High

Bill,

This is a formal request to have council discussion and consideration of adopting a two tier component into our existing alcohol sales ordinance.

It is my understanding that, having received this request on Wednesday, April 6, this item will be put on the agenda for Monday, April 18th.

Thank you.

Best Regards,



Jeff Johnson
Roseville City Councilmember
P 651-788-5200



Dear Ladies and Gentlemen of the Roseville City Council,

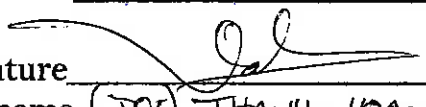
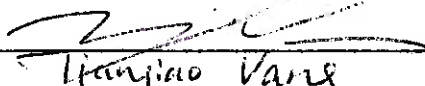
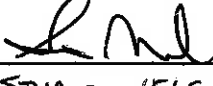
Last year there was an ordinance which was passed mandating greater fines and penalties for failing compliance checks for sales of alcohol to minors. On behalf of the off-premise liquor license holders in the city of Roseville, we would like to address the issue of the length of the suspensions for failure of a compliance check. As it is currently written, the penalties for on-premise and off-premise license holders are exactly the same. To review: following the 1st violation, there would be a 1 day suspension followed by 5 days for a second and 15 days for a 3rd violation with license revocation occurring after a 4th violation. We contend that while on-premise institutions would be able to continue to generate revenue through food and non-alcoholic beverage sales while not serving any alcohol, off-premise retailers would have to fully close their business during the period of the suspension causing total loss of income. As no revenue would be generated during that period, there is likelihood that the business would possibly be unable to survive such a potentially monumental loss of funds. As we are not open on Sundays, a second violation would mean that the establishment would be required to lock its doors for roughly a week (i.e. 5 out of 6 business days). Should there be a third failure, that business would be forced to lose income for 15 of the 24 days in a four week month! Obviously, once a store is not open for any significant period of time, customers will begin to shop elsewhere. This would add insult to injury as the establishment would suffer from the long term loss of revenue.

We are hopeful that the current penalty structure could become a two tier system wherein on-premise suspensions remain the same while off-premise suspensions are reduced to previous levels or reworked to a less detrimental period of time. Additionally, we feel that the increase in monetary fines which doubled or even quadrupled was somewhat excessive and should be reexamined. We are all very aware that those who are under-aged should not get their hands on any alcoholic beverages and we work diligently to make sure they do not. We are committed to the training and education of all staff. Unfortunately, cashiers make errors in judgment on occasion thus compliance failures happen. Nationally it has been concluded that 100% compliance rates will likely never occur, yet we here in Roseville will continue to strive for such a level. We agree that deterrents are necessary, but the current legislation has the potential of being overly injurious to the integrity of a business. Please consider reviewing and amending this ordinance. We sincerely appreciate your time and consideration on this matter.

-Rod Olson (store manager)

The Cellars Wines and Spirits, 2701 Lincoln Drive 651-636-4404

To show support for this proposal, below are signatures from Roseville off-premise liquor license holders or store managers:

1. Store name TOWER GUN LIQ. Signature 
Date 3-30-2011 Printed name MIKE PATEL
2. Store name THE CUCUARS Signature 
Date 3/30/2011 Printed name RODERIC Ocasio
3. Store name HAMLINE LIQUORS INC. Signature 
Date 3/30/2011 Printed name (JDE) THANH-HOANG
4. Store name Network Liquors Signature 
Date 3/30/2011 Printed name Roderic A. RATHBURN
5. Store name FAIRVIEW W'S Signature 
Date 3/30/2011 Printed name STEPHEN J. BORWICK
6. Store name Wine Time Signature 
Date 3/30/2011 Printed name Steven J. Chinander
7. Store name Chuehao Liquor Signature 
Date 3/30/11 Printed name Tranjiao Vang
8. Store name Roseville Wine & Spirits Signature 
Date 3/30/2011 Printed name Brandon Valtinson
9. Store name MGM Wine & Spirits Signature 
Date 3/30/2011 Printed name Paul Serran
10. Store name RAINBOW WINE & SPIRITS Signature 
Date 3-31-11 Printed name STUART NELSON

Off-Sale Liquor Ordinance Comparative Analysis

Eagan	<u>1st Violation</u>	<u>2nd Violation</u> within 24 months	<u>3rd Violation</u> within 36 months	<u>4th Violation</u> within 36 months
Sale of alcoholic beverages to underage person.	\$500	\$1,000	\$1,500 Closed 7 days	\$2,000 Closed 30 days
St. Louis Park	1st Violation \$2,000	2nd Violation \$2,000 and 1 day suspension	3rd Violation \$2,000 and 3 days suspension	4th Violation Revocation
Woodbury	1st Violation \$500	2nd Violation \$1,000	3rd Violation Fines and suspensions are arbitrary	4th Violation
Blaine	1st Violation within any 2 years \$500.00 + 2 day suspension or \$1000.00 and no suspension at the option of licensee	2nd Violation within any 2 years \$1000.00 + 5 day suspension or \$2000.00 and no suspension at the option of the licensee	3rd Violation Mandatory 10 day suspension	4th Violation Revocation
Roseville				
<u>Sale of alcoholic beverage to a person under the age of 21</u>	<u>\$1,000 and one day suspension</u>	<u>\$2,000 and 5 day suspension</u>	<u>\$2,000 and 15 day suspension</u>	<u>Revocation</u>
<u>Sale of alcoholic beverage to an obviously intoxicated person</u>	<u>\$1,000 and one day suspension</u>	<u>\$2,000 and 5 day suspension</u>	<u>\$2,000 and 15 day suspension</u>	<u>Revocation</u>
<u>Failure of an on-sale licensee to take reasonable steps to prevent a person from leaving the premises with an alcoholic beverage (on-sale allowing off-sale)</u>	<u>\$1,000 and one day suspension</u>	<u>\$2,000 and 5 day suspension</u>	<u>\$2,000 and 15 day suspension</u>	<u>Revocation</u>

**Liquor Store Violations
Since 1998**

<u>Business Name</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>Total Violations (12 years)</u>	
Cellars Wines & Spirits	March-98				1998	4
Cost Plus World Market	June-04				1999	0
Fairview Wines & Spirits	July-07				2000	1
Hamline Liquors	March-98	December-05	June-10		2001	0
Love From Minnesota	August-05				2002	0
Network Liquors	July-07				2003	0
Roseville Liquor	March-98				2004	1
Snelling Liquors	June-10				2005	2
Tower Glen Liquor	May-00				2006	0
					2007	2
					2008	0
					2009	0
					2010	2
Total 12 year Restaurant:					Total:	12
	89					

REQUEST FOR COUNCIL ACTION

Date: 04/18/2011
Item No.: 13.f

Department Approval



City Manager Approval



Item Description: Discussion regarding Zoning Code issues identified as part of the City's Work Plan

BACKGROUND

At the January 31st and February 7th Special City Council meetings, staff and the City Council reviewed and discussed a list of items to be added to the City's work plan. Several issues relating to the zoning code were identified as part of the work plan. Staff is bringing forward these items for further discussion and direction.

Staff has identified the following items as being part of the work plan:

- Review/Amend the Sign Regulations Chapter 1010.
- Review/Amend the Shoreland, Wetland, and Stormwater Management Chapter 1017 and Erosion and Sedimentation Control Chapter 1018.
- Review/Amend the Sexually Orientated Uses Chapter 1020.
- Review/Amend the Subdivision Regulations - Title 11.
- Add incentives for the use of energy-efficient practices, xeriscaping, native planting, and community involvement.
- Community-based planning through Charrette Process.
- Create processes to allow staff and Council to review and modify proposals to allow for the city of preserve and protect neighborhood character.
- Review public notification policy for "aggressive land uses".
- Evaluate High Density Residential code and create greater setbacks when adjacent to lower density uses.

The above items were taken from staff's notes and materials provided as part of the materials for the special meeting. If there are other items that should be discussed, please bring them up as part of the discussion.

The first 5 items are ones identified by staff, while the remaining items were identified by Council members. As the previous sessions just identified all of the topics and did not have substantial discussion, staff would like for the Council to have a discussion about each of the items and receive direction from the Council on how to proceed with the identified topics.

Secondly, the Council should also prioritize these items as some may be more important than others. Staff has included a brief discussion below on each item to help foster the discussion.

- **Review/Amend the Sign Regulations Chapter 1010.** *The sign ordinance was updated in 2007 and is in relatively good shape. However, staff would like to review the whole document for any potential changes and add language regarding digital display signs.*
- **Review/Amend the Shoreland, Wetland, and Stormwater Management Chapter 1017 and Erosion and Sedimentation Control Chapter 1018.** *Staff would like to separate Shoreland Management from the existing chapter. For the Shoreland and Wetland Chapter, which regulates development on lakes, rivers, and wetlands, staff is waiting for the Minnesota Department of Natural Resources to update their model ordinance for the City to use as a template. The current shoreland regulations date from the 1970s and need to be updated. Staff has not received any information on a timetable for the DNR, but the model ordinance could be released later this year.*

In regards to the Stormwater Management Chapters, is intended to move these regulations out of the zoning code and into Chapter 8 Public Works. Since Public Works staff regulates and enforces stormwater ordinances, it seems to be appropriate to locate this section into Chapter 8. For the same reasons, Chapter 1018 Erosion and Sedimentation Control should be relocated to Chapter 8.

- **Review/Amend the Sexually Orientated Uses Chapter 1020.** *The regulations governing sexually orientated uses have not been updated since 2002 and staff would like to review the ordinance with the City Attorney to ensure that the chapter reflects modern society and our community's values.*
- **Review/Amend the Subdivision Regulations - Title 11.** *Staff would like to do a comprehensive review of Title 11, Subdivision to ensure the regulations are adequate to govern the subdivision of land for development and the construction of public infrastructure. This Title outlines the process of approving subdivision plats (including minor subdivisions), sets the application submittal requirements, sets public improvements standards, sets design standards for public infrastructure and minimum standards for lot size and area, and establishes the park dedication requirement.*
- **Add incentives for the use of energy-efficient practices, xeriscaping, native planting, and community involvement.** *Staff believes that using incentives is the proper way to encourage the abovementioned items versus a strict mandate or requirement. Incentives can take many forms from reduced timeline for review and approval, reduced fees, additional density, etc. The City Council should discuss if and how incentives should be used.*
- **Community-based planning through Charrette Process.** *A charrette is collaborative process in which groups of people draft a solution to a problem and is a technique used in many different disciplines. In the municipal context, local elected officials, property owners, staff, and stakeholders come together to work out an acceptable solution to an issue. It is often used to tackle design topics but is used for more broadly based planning. While a charrette can be highly effective, it does take additional time and cost than a typical review process. Nevertheless, it can be extremely effective on highly charged topics and can help a community arrive at an optimal solution. It is often a perfect fit for a publically-led project.*

- **Create processes to allow staff and Council to review and modify proposals to allow for the city of preserve and protect neighborhood character.** *The current code, like the previous code, outlines standards and requirements to be met for development or improvement of a property. If those standards and requirements are met, the use and/or improvement is allowed to go forward upon receiving a building permit. Certain uses, because of their nature or potential impact are only conditionally permitted and are required to receive approval by the City Council. In addition, if a proposed use is not consistent with the Comprehensive Plan or the current zoning designation, the City Council has to approve a change to the property's designation before allowing for the development or improvement. The previous code also allowed for a Planned Unit Development (PUD) that allowed for deviations from the regulations and standards due to the uniqueness of the proposal. Any PUD, which in effect is the granting of several variances to the code, needed to be approved by the City Council.*

Under the previous code, PUDs were used quite frequently (and with criticism) for development as the existing code did not allow for a lot of flexibility and was outdated with the current building and development trends and techniques. Due to the excessive use of PUDs and the inherent criticism of PUDs, the new code no longer requires or allows for a PUD. Instead, the new code has updated the standards and regulations to current building, design, and development trends and techniques. Staff believes this is a better approach as it gives more certainty to property owners, citizens, and developers on what can occur on a property and how it will occur. Since the zoning code reflects and implements the Comprehensive Plan goals and policies, there is less of concern of development of property and less of a need for City Council review if the proposal meets the standards and regulations of the Zoning Code.

The end result of the new code is that the City Council will now be seeing less development proposals coming forward for their consideration and approval. City Council approvals will still be required for conditional and interim uses, rezoning and comprehensive plan amendments, and subdivision plats. If a use is permitted and the proposal meets all of the requirements of the zoning code (e.g. does not need a rezoning or variance), the City Council would not formally approve the project.

The City Council should discuss the need for their review of permitted projects and if desired whether it should be for all projects or just certain specific projects.

- **Review public notification policy for “aggressive land uses”.** *Public hearing notification of land use cases is required under state statutes. The statutes require that all property owners within 350 feet of the subject property be notified on the public hearing. In 2007, the City increased that distance to 500 feet. While the existing notice seems to suffice for a majority of land use cases, there are certain uses that cause considerable controversy due to the lack of notice to a larger area. In checking with the surrounding communities, the City of Roseville has largest notification area for land use cases. If there is a desire to create a larger notification area, the City Council should discuss if it should apply to all land use public hearings or just certain ones and how large of a notification area it should be.*
- **Evaluate High Density Residential code and create greater setbacks when adjacent to lower density uses.** *When a higher density project goes next to a lower density project, there is concern about how the higher density use's mass and scale will affect the*

116 *lower density area. This is a legitimate concern that is typically addressed thru the*
117 *requirement of setbacks or buffer zones. Currently, the code mostly requires a fixed*
118 *setback for high density development regardless of what is located adjacent to it. (The*
119 *exception is in the HDR-1 district which requires a greater side yard setback next to a*
120 *LDR-1 and LDR-2 property). The City Council should discuss if additional setbacks*
121 *should be required when higher density properties are next to lower density properties.*

122 **BUDGET IMPLICATIONS**

123 Not applicable

124 **STAFF RECOMMENDATION**

125 Staff has no recommendation on these items at this time but would like to have discussion and
126 direction from the City Council on how to proceed on the items identified above.

127 **REQUESTED COUNCIL ACTION**

128 The City Council should discuss the items that are part of the work plan and direct staff on how
129 to proceed on the items.

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

Attachments: None

REQUEST FOR COUNCIL ACTION

Date: April 18, 2011
Item No.: 13.g

Department Approval

City Manager Approval

Item Description: Discuss Long-Range Planning

1 **BACKGROUND**

2 Councilmember McGehee requested a discussion of a broad, long-range planning of
3 development and re-development and our zoning “tool box.”

4 **POLICY OBJECTIVE**

5 Questions to consider include:

6 What are our overarching goals for development and re-development?

7 How are these goals implemented?

8 How are the goals put into policy?

9 How can we have meaningful community involvement in this process?

10 **FINANCIAL IMPACTS**

11 Not applicable

12 **STAFF RECOMMENDATION**

13 Discuss long-range planning.

14 **REQUESTED COUNCIL ACTION**

15 Discuss long-range planning.

16
Prepared by: William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: April 18, 2011
Item No.: 13.h

Department Approval

City Manager Approval



Item Description:

Discuss City Council Attendance at League of Minnesota Cities Conference

BACKGROUND

Each year the League of Minnesota Cities hosts a conference with educational and networking opportunities. Experts in a broad range of fields discuss issues of importance to cities. Participants share successes and learn from peers. This year the conference is June 15-17 at Rochester. Some of the topics at this year's conference include: Creative Service Delivery, Land Use Laws and Logic, Trends in Economic Development and New Approaches to Budgeting.

POLICY OBJECTIVE

Provide an affordable training opportunity for councilmembers.

BUDGET IMPLICATIONS

The Council has budgeted \$1,070 for Council Training. Cost for attendance is

- \$99 for first time attendees who register by May 6
- \$295 for regular attendees who register by May 6
- \$350 for anyone who registers after May 6
- \$100 for pre-conference workshop who register by May 6
- \$120 for pre-conference workshop who register after May 6

STAFF RECOMMENDATION

Discuss City Councilmember attendance at the League of Minnesota Cities Annual Conference.

REQUESTED COUNCIL ACTION

Discuss City Councilmember attendance at the League of Minnesota Cities Annual Conference.

Prepared by: William J. Malinen
Attachments: A: LMC Annual Conference Flier

LMC Annual Conference and Marketplace

Join your colleagues at this year's **Annual Conference and Marketplace** to celebrate all the things that make our cities great and share ideas for preserving what we love about our cities





Safe and vibrant neighborhoods. Places to gather and play .
Bustling business areas. Caring community.
It's hard work to make a city feel like home,
but it's worth the time, energy, and love you put into it.

Attend this unique, one-stop-shop conference to learn more about trust and leadership, city budgeting, financial planning and human resource issues, as well as timely topics like creative service delivery, how to encourage public input in your city's decisions, and ways to save money on technology.



You'll leave this conference equipped with the information, tools, and resources you'll need to keep the city you love moving forward.

CONFERENCE OVERVIEW

Wednesday, June 15

7 a.m.-7 p.m.
Registration Open

7:30 a.m.-6 p.m.
Clerks' Orientation Conference

9 a.m.-4:30 p.m.
Pre-Conference Workshops
(additional fee)

- **Asking Your Police and Fire Chief the Right Questions to Get the Right Answers**
- **Dealing with Difficult Personalities**

6-9 p.m.
MWCG/MAOSC Evening Reception

Thursday, June 16

7 a.m.-7 p.m.
Registration Open

7:45 a.m.-4:30 p.m.
Clerks' Orientation Conference

9-11 a.m.
Opening Ceremony, Awards, and Keynote Speaker David Horsager

11:15 a.m.-12:30 p.m.
Concurrent Sessions I

12:30-2:30 p.m.
LMC Awards Luncheon and Annual Meeting

3-4:30 p.m.
2011 Legislative Recap and Policy Preview

4:30-7:30 p.m.
Marketplace Event

7:30-10 p.m.
City Night

Friday, June 17

7 a.m.-12 p.m.
Registration Open

7:30-8:30 a.m.
Hot Breakfast

7:30-11:30 a.m.
Clerks' Orientation Conference

8:45-10 a.m.
Concurrent Sessions II

10:15-11:30 a.m.
Concurrent Sessions III

11:45 a.m.-1:30 p.m.
**Closing Luncheon:
How to Talk with the Public
About City Services and Funding**

Register now at
www.lmc.org/AC36

PRE-CONFERENCE WORKSHOPS

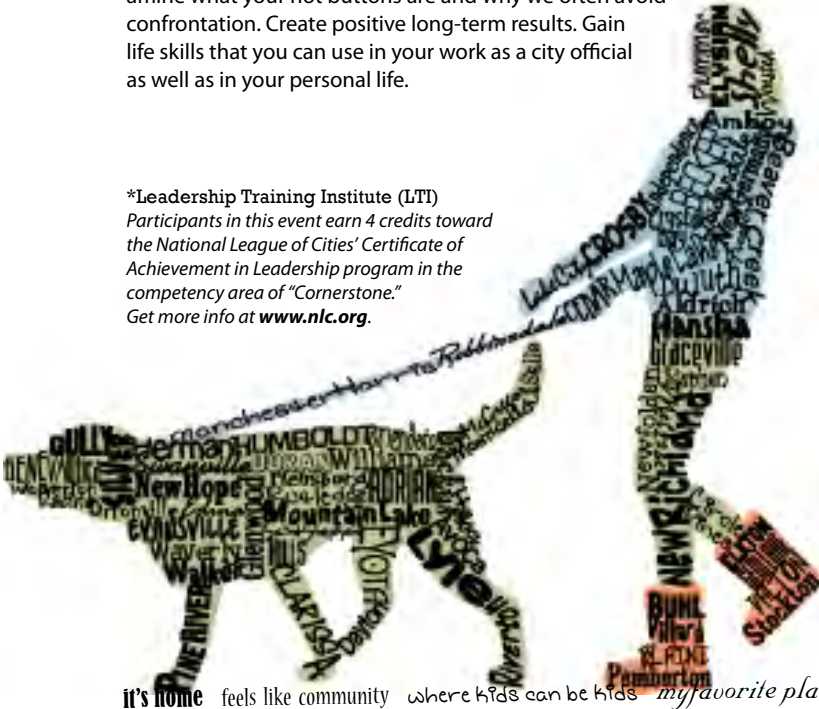
Wednesday, June 15

9 a.m.-4:30 p.m.
There is an additional fee for these workshops.

ICMA University Workshop
Asking Your Police and Fire Chief the Right Questions to Get the Right Answers
Every city department has to operate effectively and efficiently. But somehow asking the tough questions about police and fire can be hard—the field is filled with jargon, operations are complex, emotions can run high. Two seasoned public safety practitioners, now faculty with the ICMA Center for Public Safety Management, will help you establish goals and priorities, quantify workloads, identify the equipment that is really necessary, and apply strategies to follow the path of continuous improvement.

NLC Leadership Training Institute (LTI) Workshop*
Dealing with Difficult Personalities
Difficult times seem to bring out even more difficult people! Master new tools and learn new ways to enhance group collaboration by letting people know that their needs matter. Examine what your hot buttons are and why we often avoid confrontation. Create positive long-term results. Gain life skills that you can use in your work as a city official as well as in your personal life.

**Leadership Training Institute (LTI)
Participants in this event earn 4 credits toward the National League of Cities' Certificate of Achievement in Leadership program in the competency area of "Cornerstone."
Get more info at www.nlc.org.*



it's home feels like community where kids can be kids my favorite place

CONCURRENT SESSIONS 1

Thursday, June 16

11:15 a.m.-12:30 p.m.

Creative Service Delivery

What options are there for innovation and redesign in the way that your city delivers services? Learn about a new resource for local government officials that sets out several redesign approaches. The author of *Navigating the New Normal: A Minnesota Local Government Innovation and Redesign Guide* will describe a five-step problem-solving approach cities can use in thinking through innovation ideas.

Land Use Law and Logistics

Planning, zoning, and other land use issues can create sticky situations for your city. Make sure you understand your city's land use roles and responsibilities. In this session, you'll review the purpose and process for creating and amending comprehensive plans and zoning ordinances, and get the latest updates about laws related to variances. Plus, learn how the League's online land use training course can save your city money!

Trends in Economic Development

Tax increment financing (TIF) may be your city's ticket to economic development—or maybe not. Get an overview of TIF, discover the new ways cities are using it, and learn why it may or may not be the right approach for your city. If you're new to city government—or simply need a refresher on economic development tools—you'll want to attend this session.

New Approaches to Budgeting

There's more than one way to craft a budget. Discover new ways to fund city services and tools to plan for and develop operating budgets as city budgeting experts share their knowledge and expertise on a variety of budgeting approaches.

Hot Topic Roundtable Conversations

Here's your chance to engage with facilitators and peers on the latest issues facing cities. Choose from among several roundtable topics submitted by conference attendees.

CONCURRENT SESSIONS 2

Friday, June 17

8:45-10 a.m.

Partnering for Success

Regional service delivery is all the rage in these uncertain times. But how do you get started? Learn all about joint powers agreements, including the process for putting one together, important issues to address, and liability concerns that may arise. Hear from city colleagues about their experiences in regional service delivery.

HR Discussion: Tough Times, Tough Decisions

Get the scoop on tough employment issues, including furloughs, layoffs, early retirement incentives, and managing employee performance. During this session, experts will be available to answer questions on a variety of employment challenges in a tough economy.

You Got Questions? We Got Answers!

Haven't you always wanted to know if a husband and wife can *really* be on a council together? Or what all the fuss is about posting notice for special meetings? These are just two of the common questions that the League researchers will cover in this fun and informative session! Come learn the answers to these and other common questions that the LMC Research Department answers. You will also get to know more about the researchers and what they can do for you and your city.

Analyzing Trends for Long-Term Planning

Surviving in today's economic environment means more than just paying the bills this year—you'll need a plan for the long-term financial viability of your community. Learn how to move to multi-year financial planning; the role of trend analysis in getting you there; and the where, who, and how of getting started.

Mobile Tour:

Complete Streets and Public Works Building

In the spring of 2009, Rochester adopted a Complete Streets Policy. During this bus tour, you'll see how implementation of this policy is beginning to transform the design of the city's roadways. Participants will also tour Rochester's new public works facility, and learn how this new facility will streamline department operations and maintenance, and improve service delivery.

CONCURRENT SESSIONS 3

Friday, June 17

10:15-11:30 a.m.

Harnessing the Power of Public Input

Local elected officials and staff often think they need to have all the answers. But recent experience with direct citizen engagement suggests that, with a good process, citizens are happy to lend their insights and perspectives. Learn ways to encourage your citizens to join city officials as partners in facing up to, addressing, and even solving difficult problems.

United We Stand? What Elected Officials Need to Know about Unions

Union missteps by your city can have disastrous long-term effects. What types of decisions do you have to negotiate? What rights does management have? What should you do if your employees are thinking of joining a union? Attend this session to explore these questions, and more.

Affordable Technology for the Non-Geek

If you know nothing (or next to nothing) about technology, this session is for you! You'll explore the pros and cons of various methods of procuring and maintaining your technology environment, and learn more about purchasing from the state contract, cloud computing (what is it and is it right for us?), and how to keep technology cost-effective.

Finding Money for Infrastructure

Streets, sewers, water systems, and parks are vital to your city's economic well-being and quality of life. Yet in difficult times, construction and maintenance of infrastructure can take a back seat to maintaining daily operations. What options do you have for financing infrastructure, who are your potential partners, and how do you get citizen buy-in to invest in these critical community resources?

Hot Topic Roundtable Conversations

Here's another chance to engage with facilitators and peers on the latest issues facing cities. Choose from among several roundtable topics submitted by conference attendees.

NETWORKING OPPORTUNITIES

Here are just a few of the numerous networking opportunities throughout the conference for you to meet and talk with your city colleagues, League staff, and vendors. Whether at meal functions, the marketplace event, roundtable sessions or out on the town, you'll want to take the time to tap the creative minds of others, and share your own ideas.

MWCG/MAOSC Reception with Speaker Patricia Simmons

Wednesday, June 15
6-9 p.m.

Minnesota Women in City Government and the Minnesota Association of Small Cities host a reception with Patricia Simmons, a physician and professor of Pediatrics in the Department of Pediatrics and Adolescent Medicine at the Mayo Clinic, and a member of the University of Minnesota Board of Regents.

Marketplace Event

Thursday, June 16
4:30-7:30 p.m.

We ♥ cities!

Our Marketplace vendors love cities as much as we do! Enjoy heavy hors d'oeuvres, music, and more in the 2011 Marketplace. No other networking event in the state allows you to connect with as many dedicated city vendors. Discover innovative products and services, engage with old friends, and learn how vendors can help make your city a great place to live, work, and play!

City Night

Thursday, June 16
7:30-10 p.m.

"Thursdays on First and Third" Street Festival

Don't miss this year's City Night festivities after the marketplace event! You'll hear live music by the Buckingham's, visit arts and crafts vendors, and enjoy the best in local food and drink during the Rochester Downtown Alliance's ongoing "Thursdays on First and Third" street festival and bazaar. "Thursdays on First and Third" takes place every week during the months of June, July, and August each year and has become known as the place-to-be for music, food, libation, and fun. Come and join the party in Rochester's vibrant, "happening" downtown!

CLERKS' CONFERENCE

Conference Within a Conference

Clerks' Orientation Conference

Wednesday, June 15-Friday June 17

The League's popular three-day conference for new city clerks will be held during this year's Annual Conference. In addition to the usual orientation program, new clerks will have the opportunity to attend some Annual Conference sessions and networking events. Check out the complete conference agenda for this event designed for new clerks at **www.lmc.org/clerks2011**.

SPONSORS

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2011 LMC Annual Conference and Marketplace

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