



City Council Agenda

Monday, October 10, 2011

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|---|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for October: McGehee, Willmus, Johnson, Pust, 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 |
| 6:15 p.m. | 5. Recognitions, Donations and Communications <ul style="list-style-type: none">a. Presentation of Patriot Award for Police Chief Mathwigb. Employer Support of Guard and Reserve Statement of Support |
| 6:20 p.m. | 6. Approve Minutes <ul style="list-style-type: none">a. Approve Minutes of September 26, 2011 Meeting |
| 6:25 p.m. | 7. Approve Consent Agenda <ul style="list-style-type: none">a. Approve Paymentsb. Approve Business Licensesc. Approve Temporary Liquor License November 5, 2011 for Concordia Academy, 2400 Dale Streetd. Approve General Purchases and Sale of Surplus items in excess of \$5000e. Approve Agreement with Check Diversions, LLCf. Approve Allina Data Use Agreementg. Adopt Resolution for Paid On-Call Firefighters Participation in PERA Police and Fireh. Adopt a Resolution to Set a Public Hearing to Amend the City's Redevelopment Plan and Industrial Development District # 1 Plan in Conjunction with the Sale of Bonds to Finance the Construction of a new Fire Station and Park |

Improvements

- i. Approve Renewal of Ramsey County GIS User Group Joint Powers Agreement
- j. Approve 1835 Chatsworth Encroachment Agreement
- k. Adopt a Resolution Approving Fees for newly required Community Development Permit Applications
- l. Consider Approving Amendment to the Public Improvement Contract for Highcrest Park Addition
- m. Authorization to enter into Agreements related to the use of City-owned Land at 2875 Fairview Avenue

6:35 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

6:45 p.m. a. Consider Adopting an Ordinance Amending Chapters 1004, 1009, and 1011 of the Zoning Code Relating to Accessory Dwelling Units

10. Presentations

6:55 p.m. a. Receive County Road C2 Cost Estimates

11. Public Hearings

12. Business Items (Action Items)

7:35 p.m. a. Consider 2012 City Benefits Insurance Renewals and Cafeteria Contributions

7:45 p.m. b. Consider Reorganization of Fire Department

7:55 p.m. c. Consider Contract for Demolition of Fire Station #1

8:05 p.m. d. Consider City Abatement for Violations of City Code at 2529 Maple Lane

8:15 p.m. e. Consider City Abatement for an Unresolved Violation of City Code at 1756 Chatsworth Street

8:25 p.m. f. Consider Request to Issue Ramsey County Court Citation for Unresolved Violations of City Code at 2575 Dellwood Avenue

13. Business Items – Presentations/Discussions

8:35 p.m. a. Discuss a new Ordinance to Enable the City's Port Authority for the Purposes of Financing the Construction of a new Fire Station and Park Improvements

- 8:50 p.m. b. City Manager Evaluation Format
- 9:00 p.m. **14. City Manager Future Agenda Review**
- 9:05 p.m. **15. Councilmember Initiated Items for Future Meetings**
- 16. Adjourn**

Some Upcoming Public Meetings.....

Tuesday	Oct 11	6:30 p.m.	Human Rights Commission
Monday	Oct 17	6:00 p.m.	City Council Meeting
Tuesday	Oct 18	6:00 p.m.	Housing & Redevelopment Authority
Monday	Oct 24	6:00 p.m.	City Council Meeting
Tuesday	Oct 26	6:30 p.m.	Public Works, Environment & Transportation Commission
Wednesday	Oct 27	5:30 p.m.	Additional Planning Commission Meeting
Thursday	Oct 27	5:00 p.m.	Grass Lake Water Management Organization
Tuesday	Nov 1	6:30 p.m.	Parks & Recreation Commission
Wednesday	Nov 2	6:30 p.m.	Planning Commission

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

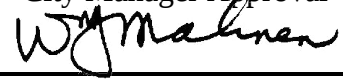
REQUEST FOR COUNCIL ACTION

Date: October 10, 2011

Item No.: 5 . a

Department Approval

City Manager Approval



Item Description: Patriot Award for Police Chief Rick Mathwig

BACKGROUND

Minnesota Employer Support of the Guard and Reserve (ESGR) is a Department of Defense organization dedicated to developing and promoting a culture in which all American employers support and value the military service of their employees.

Police Officer Erin Reski, who is also a member of the Minnesota National Guard, nominated Police Chief Rick Mathwig for a Patriot Award for his support for his employees' participation in the Guard and Reserve forces.

Bob Murphy, Ombudsman for Minnesota ESGR, will present the award to Chief Mathwig.

POLICY OBJECTIVE

Demonstrate the City's commitment to support military personnel and their families.

FINANCIAL IMPACTS

None

REQUESTED COUNCIL ACTION

Recognition of Police Chief Rick Mathwig, recipient of the Patriot Award for his support of military personnel.

Prepared by: William J. Malinen, City Manager

Attachments: Award

Office of the Secretary of Defense
EMPLOYER SUPPORT OF THE GUARD AND RESERVE

RECOGNIZES

Rick Mathwig
Roseville Police Department

AS A

PATRIOTIC EMPLOYER

FOR CONTRIBUTING TO NATIONAL SECURITY AND PROTECTING
LIBERTY AND FREEDOM BY SUPPORTING EMPLOYEE PARTICIPATION
IN AMERICA'S NATIONAL GUARD AND RESERVE FORCE



James G. Herold Jr.
JAMES G. HEROLD JR.
NATIONAL CHAIR
EMPLOYER SUPPORT OF THE GUARD AND RESERVE

Ronald G. Young
RONALD G. YOUNG
NATIONAL EXECUTIVE DIRECTOR
EMPLOYER SUPPORT OF THE GUARD AND RESERVE

REQUEST FOR COUNCIL ACTION

Date: October 10, 2011
Item No.: 5 . b

Department Approval

City Manager Approval



Item Description: Employer Support of Guard and Reserve Statement of Support (SOS)

BACKGROUND

Minnesota Employer Support of the Guard and Reserve (ESGR) is an organization dedicated to developing and promoting a culture in which all American employers support and value the military service of their employees.

Roseville Police Officer Erin Reski, who is also a member of the Minnesota National Guard, nominated Police Chief Rick Mathwig for a Patriot Award for his support for his employees' participation in the Guard and Reserve forces.

Bob Murphy, Ombudsman for Minnesota ESGR, will present the award to Chief Mathwig immediately prior to this item.

ESGR has asked the City of Roseville to sign a Statement of Support for the Guard and Reserve to demonstrate the City's commitment to employment practices that conform to the federal Uniformed Services Employment and Reemployment Act and support city employees who are members of the Guard and Reserve.

The City of Roseville has actively supported the efforts of Beyond the Yellow Ribbon of Suburban Ramsey County in recognizing military personnel and the impact that deployments have on their families.

POLICY OBJECTIVE

Demonstrate the City's commitment to support employees who are members of the Guard and Reserve.

FINANCIAL IMPACTS

None

REQUESTED COUNCIL ACTION

Recognition and receipt of the signed ESGR Statement of Support.

Prepared by: William J. Malinen, City Manager
Attachments: Statement of Support



STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



City of Roseville, Minnesota

We recognize the Guard and Reserve are essential to the strength of our nation and the well-being of our communities.

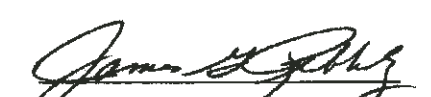
In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

Therefore, we join other employers in pledging that:

- We fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- Our managers and supervisors will have the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We will continually recognize and support our country's service members and their families in peace, in crisis, and in war.


Employer


National Chair
Employer Support of the Guard and Reserve


Secretary of Defense

October 10, 2011

Date



Date: 10/10/11

Item: 6.a

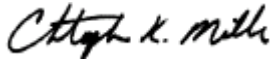
Approve 9/26/11 Minutes

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 10/10/2011
Item No.: 7 . a

Department Approval



City Manager Approval



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	\$314,766.33
64123-64232	\$1,018,757.84
Total	\$1,333,524.17

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

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

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 10/4/2011 - 10:09 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/22/2011	Sanitary Sewer	Rental	Total Tool	Hydraulic Soil Snapper	74.81
0	09/22/2011	License Center	Transportation	Bridget Koeckeritz	Mileage Reimbursement	153.18
0	09/22/2011	License Center	Transportation	Pam Ryan Senden	Mileage/Parking Reimbursement	74.93
0	09/22/2011	Recreation Fund	Transportation	Jill Anfang	Mileage Reimbursement	162.69
0	09/22/2011	Recreation Fund	Transportation	Jill Anfang	Mileage Reimbursement	116.55
0	09/22/2011	Golf Course	Operating Supplies	Sysco Mn	Janitorial Items	172.62
0	09/22/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Parts	215.81
0	09/22/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Parts	33.14
0	09/22/2011	General Fund	Vehicle Supplies	Midway Ford Co	Parts	51.54
0	09/22/2011	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Summer Maintenance	186.00
0	09/22/2011	General Fund	Vehicle Supplies	Napa Auto Parts	V-Belt	68.49
0	09/22/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Washer Fluid	125.04
0	09/22/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Fuse	11.49
0	09/22/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Parts	58.62
0	09/22/2011	Sanitary Sewer	Professional Services	MacQueen Equipment	Motor Replacement	350.96
0	09/22/2011	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Quick Clamps	82.59
0	09/22/2011	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Quick Clamps	79.58
0	09/22/2011	License Center	Office Supplies	Uline	Envelopes	103.20
0	09/22/2011	General Fund	Motor Fuel	Yocum Oil	Fuel	13,441.20
0	09/22/2011	General Fund	Vehicle Supplies	Grainger Inc	Nitrile Gloves	77.08
0	09/22/2011	Sanitary Sewer	Operating Supplies	Grainger Inc	PSC Blower	142.85
0	09/22/2011	Water Fund	Operating Supplies	Fastenal Company Inc.	HCS 1-8 x 4	25.24
0	09/22/2011	Water Fund	Operating Supplies	ESS Brothers & Sons, Inc.	Water Valve Riser	470.25
Check Total:						16,277.86
0	09/29/2011	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Waste Water Flow	195,351.89
0	09/29/2011	General Fund	Clothing	MES, Inc.	Gloves	1,038.92
0	09/29/2011	Pathway Maintenance Fund	Operating Supplies	Bryan Rock Products, Inc.	Pathway Maintenance Limestone Cla:	911.97
0	09/29/2011	Water Fund	Operating Supplies	Bryan Rock Products, Inc.	WB Stockpile	307.57
0	09/29/2011	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn P.A.	General Civil Matters	13,000.00
0	09/29/2011	TIF District #17-Twin Lakes	Professional Services	Ratwik, Roszak & Maloney, PA	Twin Lakes/Non-Retainer	62.00
0	09/29/2011	Recreation Fund	Professional Services	Ariel Parry	Assistant Dance Instructor	19.50
0	09/29/2011	General Fund	Conferences	William Malinen	Mileage Reimbursement	73.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/29/2011	Housing & Redevelopment Agency	Conferences	Jeanne Kelsey	Seminar Reimbursement	48.00
0	09/29/2011	Housing & Redevelopment Agency	Conferences	Jeanne Kelsey	Seminar Reimbursement	79.00
0	09/29/2011	Housing & Redevelopment Agency	Transportation	Jeanne Kelsey	Seminar Reimbursement	5.00
0	09/29/2011	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-Sept 2011	250.00
0	09/29/2011	Housing & Redevelopment Agency	Transportation	Jeanne Kelsey	Mileage Reimbursement	69.93
0	09/29/2011	License Center	Transportation	Jill Theisen	Mileage Reimbursement	209.79
0	09/29/2011	Community Development	Professional Services	BKBM Engineers, Corp.	Crossroads Plan Review	487.50
0	09/29/2011	Community Development	Professional Services	BKBM Engineers, Corp.	Seinna Green II Plan Review	1,267.50
0	09/29/2011	Recreation Fund	Buildings & Structures	Rink Systems Inc	Black Rubber Flooring with 10% gray	2,100.00
0	09/29/2011	Recreation Fund	Buildings & Structures	Rink Systems Inc	Adhesive	233.09
0	09/29/2011	Recreation Fund	Buildings & Structures	Rink Systems Inc	Sales Tax & Shipping and Handling	643.38
0	09/29/2011	General Fund	Contract Maint. - City Hall	Collins Electrical Construction Co.	Cord Reel Installation	321.30
0	09/29/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Drums, Hardware Kits	687.91
0	09/29/2011	Golf Course	Vehicle Supplies	Catco Parts & Service Inc	Hudraulic	3.44
0	09/29/2011	General Fund	Operating Supplies	City of St. Paul	Paper	1,926.10
0	09/29/2011	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Summer Maintenance & Coil Cleanin	1,330.25
0	09/29/2011	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Summer Maintenance & Coil Cleanin	1,167.50
0	09/29/2011	Recreation Fund	Operating Supplies	Brock White Co	Hit Hi 150	48.29
0	09/29/2011	Pathway Maintenance Fund	Operating Supplies	Keller Fence Company, Inc.	1300' Split Rail Fence	9,685.00
0	09/29/2011	General Fund	Vehicle Supplies	Napa Auto Parts	Heater Core	66.72
0	09/29/2011	Sanitary Sewer	Professional Services	MacQueen Equipment	Bull Dog Repair	952.19
0	09/29/2011	License Center	Office Supplies	St. Paul Stamp Works, Inc.	Self-Inking Printer	52.86
0	09/29/2011	General Fund	Operating Supplies	Metro Fire	Altair 4X, Pump Probe Assembly	646.63
0	09/29/2011	General Fund	209001 - Use Tax Payable	Metro Fire	Sales/Use Tax	-41.60
0	09/29/2011	General Fund	Operating Supplies	3D Specialties	Telespar	1,037.55
0	09/29/2011	Recreation Fund	Memberships & Subscriptions	DMX Music, Inc.	Skating Center Music	146.63
0	09/29/2011	General Fund	Utilities	Xcel Energy	Civil Defense	62.20
0	09/29/2011	Golf Course	Utilities	Xcel Energy	Golf	691.96
0	09/29/2011	General Fund	Utilities	Xcel Energy	Fire Station #1	1,555.00
0	09/29/2011	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	5,148.88
0	09/29/2011	Sanitary Sewer	Utilities	Xcel Energy	Sewer	127.96
0	09/29/2011	Recreation Fund	Utilities	Xcel Energy	Skating	12,806.09
0	09/29/2011	General Fund	Utilities	Xcel Energy	Traffic Signal & Street Lights	5,852.54
0	09/29/2011	Storm Drainage	Utilities	Xcel Energy	Storm Water-Arona Lift Station	126.41
0	09/29/2011	Water Fund	Utilities	Xcel Energy	2501 Fairview/Water Tower	5,870.13
0	09/29/2011	General Fund	Utilities	Xcel Energy	Street Light	13,125.23
0	09/29/2011	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Quarterly Service	106.88
0	09/29/2011	General Fund	Contract Maint. - City Garage	Adam's Pest Control Inc	Quarterly Service	106.88
0	09/29/2011	Recreation Fund	Operating Supplies	MRPA	Fall Softball Team Registrations	1,554.00
0	09/29/2011	Golf Course	Operating Supplies	MTI Distributing, Inc.	Conversion Assy.	512.43
0	09/29/2011	Golf Course	Vehicle Supplies	MTI Distributing, Inc.	Danger Decals	19.74
0	09/29/2011	Recreation Fund	Operating Supplies	Grainger Inc	Ballast	47.90
0	09/29/2011	Recreation Fund	Operating Supplies	Grainger Inc	Duct Tape	12.17
0	09/29/2011	Recreation Fund	Operating Supplies	Grainger Inc	Nitrile Gloves	32.06

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	09/29/2011	General Fund	Vehicle Supplies	Titan Machinery	Switch	47.67
0	09/29/2011	General Fund	Op Supplies - City Hall	Eagle Clan, Inc	Roll Towels, Toilet Tissue, Can Liner:	555.79
0	09/29/2011	Recreation Fund	Contract Maintenance	Green View Inc.	Ice Arena Cleaning	2,995.38
0	09/29/2011	General Fund	Operating Supplies	Streicher's	Gas Mask, Vests	58.77
0	09/29/2011	General Fund	Operating Supplies	Streicher's	Canisters, Gas Mask, Vests	181.68
0	09/29/2011	Sanitary Sewer	Professional Services	Infratech, Inc.	Pipe Liner Repair	2,560.00
0	09/29/2011	Water Fund	Operating Supplies	ESS Brothers & Sons, Inc.	Infi-Shield Seals, Sanitary Lids, Fram	641.25
0	09/29/2011	Sanitary Sewer	Operating Supplies	ESS Brothers & Sons, Inc.	Infi-Shield Seals, Sanitary Lids, Fram	4,500.00
0	09/29/2011	Sanitary Sewer	Operating Supplies	ESS Brothers & Sons, Inc.	Infi-Shield Seals, Sanitary Lids, Fram	2,398.78
0	09/29/2011	Water Fund	Other Improvements	Ferguson Waterworks	Wall MIU's	705.38
0	09/29/2011	Water Fund	Operating Supplies	Ferguson Waterworks	Macro CPLG	507.00
0	09/29/2011	Street Construction	Dale St btw Cty C & S Owasso	Stork Twin City Testing Corp.	Pavement Management Project	1,389.37
Check Total:						298,488.47
64123	09/21/2011	Housing & Redevelopment Agency	Postage	Postmaster- Cashier Window #5	Postage for Business Reply-Acct 243'	150.00
Check Total:						150.00
64124	09/22/2011	General Fund	Contract Maintenance Vehicles	Astleford International Trucks	Truck Repair	72.60
Check Total:						72.60
64125	09/22/2011	Water Fund	Accounts Payable	BALD EAGLE BUILDERS	Refund Check	49.66
Check Total:						49.66
64126	09/22/2011	Solid Waste Recycle	Furniture & Fixtures	Banner Creations, Inc.	Sublimated Ecophab Banner	837.25
64126	09/22/2011	Solid Waste Recycle	Use Tax Payable	Banner Creations, Inc.	Sales/Use Tax	-53.86
Check Total:						783.39
64127	09/22/2011	Community Development	Electrical Permits	Tina Lynn Bieganek	Electrical Permit Refund	35.00
Check Total:						35.00
64128	09/22/2011	General Fund	Vehicle Supplies	Boyer Sterling Trucks Inc	Parts	122.19
64128	09/22/2011	General Fund	Vehicle Supplies	Boyer Sterling Trucks Inc	Parts	89.54
Check Total:						211.73
64129	09/22/2011	Golf Course	Merchandise For Sale	Capitol Beverage Sales, LP	Beverages for Resale	84.50
Check Total:						84.50
64130	09/22/2011	Sanitary Sewer	Accounts Payable	DOROTHY CARLSON	Refund Check	14.91
Check Total:						14.91
64131	09/22/2011	Recreation Fund	Deposits - Arboretum Bricks	Central Park Foundation	Ameriprise Fall Fundraiser Donation	300.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64132	09/22/2011	Golf Course	Merchandise For Sale	Coca Cola Refreshments	Check Total:	300.00
					Beverages for Resale	158.07
64133	09/22/2011	General Fund	Contract Maintenance	Comcast Cable	Check Total:	158.07
					Cable TV	9.00
64134	09/22/2011	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Check Total:	9.00
					Rsvl Youth Hockey-Aug Bingo	2,177.28
64135	09/22/2011	Recreation Fund	Transportation	Leah Fancher	Check Total:	2,177.28
					Mileage Reimbursement	55.82
64136	09/22/2011	Storm Drainage	Vehicle Supplies	Ted Fish	Check Total:	55.82
					Supplies Reimbursement	569.71
64137	09/22/2011	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Check Total:	569.71
					Leather Gloves	23.73
64137	09/22/2011	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Leather Gloves	23.73
64138	09/22/2011	Water Fund	Professional Services	General Repair Service, Corp	Check Total:	47.46
					Water Booster Station Repair	387.22
64139	09/22/2011	Recreation Fund	Fee Program Revenue	Tracy Gunelson	Check Total:	387.22
					Damage Deposit Refund	123.75
64140	09/22/2011	License Center	Professional Services	Har Mar Lock	Check Total:	123.75
					Service Call-License Center	94.50
64141	09/22/2011	General Fund	Memberships & Subscriptions	IAFC Membership	Check Total:	94.50
					2012 Membership Dues	229.00
64142	09/22/2011	Sanitary Sewer	Professional Services	Jeff's S.O.S. Drain Cleaning, Corp.	Check Total:	229.00
					Manhole Chimney Cabling	445.00
64143	09/22/2011	Recreation Fund	Transportation	Alyssa Kruzel	Check Total:	445.00
					Mileage Reimbursement	118.25
64144	09/22/2011	Golf Course	Operating Supplies	Leitner Co	Check Total:	118.25
					Nursery Supplies	738.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						738.29
64145	09/22/2011	Solid Waste Recycle	Operating Supplies	Litin	Plates, Forks	130.42
Check Total:						130.42
64146	09/22/2011	Street Construction	Dale St btw Cty C & S Owasso	Mark McKane	Driveway Work Reimbursement	390.49
Check Total:						390.49
64147	09/22/2011	General Fund	Contract Maintenance Vehicles	Mikes Truck & Trailer Repair, Inc.	Fire Truck Repair	270.74
Check Total:						270.74
64148	09/22/2011	General Fund	Business Licenses	Robert Miller	Massage Therapist License Refund	100.00
Check Total:						100.00
64149	09/22/2011	Community Development	Professional Services	MN Dept of Health	Well Monitoring Maintenance Fee	50.00
Check Total:						50.00
64150	09/22/2011	General Fund	Contract Maint. - City Hall	MN Dept of Labor and Industry	Annual Elevator Operation	100.00
64150	09/22/2011	General Fund	Contract Maint. - City Hall	MN Dept of Labor and Industry	Annual Elevator Operation	100.00
Check Total:						200.00
64151	09/22/2011	Water Fund	Accounts Payable	LAWRENCE & JANINE OLSON	Refund Check	50.68
Check Total:						50.68
64152	09/22/2011	Central Svcs Equip Revolving	Rental - Office Machines	Pitney Bowes	Postage Meter Lease	1,158.00
Check Total:						1,158.00
64153	09/22/2011	Housing & Redevelopment Agency	Postage	Postmaster- Cashier Window #5	Acct: 2437 Attn: Jan	200.00
Check Total:						200.00
64154	09/22/2011	Water Fund	Rental	Q3 Contracting, Inc.	Road Signs	90.83
Check Total:						90.83
64155	09/22/2011	Water Fund	Operating Supplies	Sherwin Williams Co.	Paint Supplies	123.84
64155	09/22/2011	Water Fund	Operating Supplies	Sherwin Williams Co.	Paint Supplies	138.47
64155	09/22/2011	Water Fund	Operating Supplies	Sherwin Williams Co.	Paint Supplies	59.84
Check Total:						322.15
64156	09/22/2011	General Fund	Telephone	Sprint	Cell Phones	242.66
64156	09/22/2011	Storm Drainage	Telephone	Sprint	Cell Phones	251.23
64156	09/22/2011	General Fund	Telephone	Sprint	Cell Phones	51.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64156	09/22/2011	Sanitary Sewer	Telephone	Sprint	Cell Phones	200.14
64156	09/22/2011	Recreation Fund	Telephone	Sprint	Cell Phones	122.04
64156	09/22/2011	Recreation Fund	Telephone	Sprint	Cell Phones	71.08
64156	09/22/2011	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	223.01
64156	09/22/2011	Golf Course	Telephone	Sprint	Cell Phones	36.90
64156	09/22/2011	Community Development	Telephone	Sprint	Cell Phones	151.76
64156	09/22/2011	General Fund	Telephone	Sprint	Cell Phones	24.41
64156	09/22/2011	General Fund	Telephone	Sprint	Cell Phones	24.41
64156	09/22/2011	General Fund	Telephone	Sprint	Cell Phones	73.23
64156	09/22/2011	General Fund	Telephone	Sprint	Cell Phones	363.73
Check Total:						1,836.20
64157	09/22/2011	Water Fund	Accounts Payable	THE RELOCATION CENTER	Refund Check	59.46
Check Total:						59.46
64158	09/22/2011	Storm Drainage	Vehicles / Equipment	Titan Machinery	Main-Pin Hydraulic Thumbs	5,900.00
64158	09/22/2011	Storm Drainage	Vehicles / Equipment	Titan Machinery	Labor to Install	2,500.00
64158	09/22/2011	Storm Drainage	Vehicles / Equipment	Titan Machinery	Trucking/Hauling for install (\$275 ea.	550.00
64158	09/22/2011	Storm Drainage	Vehicles / Equipment	Titan Machinery	Sales Tax	577.50
64158	09/22/2011	Storm Drainage	Vehicles / Equipment	Titan Machinery	Incoming Feight Charge	350.00
Check Total:						9,877.50
64159	09/22/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	163.69
Check Total:						163.69
64160	09/22/2011	Water Fund	Professional Services	Twin City Water Clinic, Inc.	August Coliform Bacterias	320.00
Check Total:						320.00
64161	09/22/2011	Pathway Maintenance Fund	Operating Supplies	United Rentals Northwest, Inc.	Mini Excavator Rental	1,783.71
Check Total:						1,783.71
64162	09/22/2011	Water Fund	Accounts Payable	RON VALLENCOURT	Refund Check	16.48
Check Total:						16.48
64163	09/22/2011	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	275.90
Check Total:						275.90
64164	09/22/2011	Sanitary Sewer	Operating Supplies	Viking Industrial Center	Gloves, Vests	88.80
64164	09/22/2011	Sanitary Sewer	Operating Supplies	Viking Industrial Center	Mesh Vest	41.42
Check Total:						130.22

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64165	09/22/2011	Recreation Fund	Fee Program Revenue	Chue Xiong	Rock Climbing Refund	6.40
					Check Total:	6.40
64166	09/29/2011	Community Development	Professional Services	A1A Containers & Cleanups, Inc	Brush Pile Removal-619-37 Larpen	575.00
					Check Total:	575.00
64167	09/29/2011	Telecommunications	Operating Supplies	AE Sign Systems, Inc.	Nameplate-Battisto	25.65
					Check Total:	25.65
64168	09/29/2011	P & R Contract Maintenance	Operating Supplies	All Seasons Rental	Mixing Trailer Rental	206.40
					Check Total:	206.40
64169	09/29/2011	Recreation Fund	Professional Services	Back 2 Basics Learning LLC	Abrakadoodle Art Camp	904.00
64169	09/29/2011	Recreation Fund	Professional Services	Back 2 Basics Learning LLC	Abrakadoodle Art Camp	616.00
					Check Total:	1,520.00
64170	09/29/2011	Water Fund	Accounts Payable	ANDREW BARTLETT	Refund Check	20.95
					Check Total:	20.95
64171	09/29/2011	Water Fund	Operating Supplies	Barton Sand & Gravel Co.	Select Granular	2,464.89
					Check Total:	2,464.89
64172	09/29/2011	General Fund	Vehicle Supplies	Batteries Plus	2011 Blanket PO for Vehicle Repairs	19.05
					Check Total:	19.05
64173	09/29/2011	Recreation Fund	Professional Services	Madeline Bean	Assistant Dance Instructor	21.00
					Check Total:	21.00
64174	09/29/2011	Recreation Improvements	Landscape steps Bennett&Brooks	Alex Beyer	Eagle Scout Project	199.12
					Check Total:	199.12
64175	09/29/2011	General Fund	Vehicle Supplies	Boyer Trucks Lauderdale	Supplies	964.37
					Check Total:	964.37
64176	09/29/2011	General Fund	Operating Supplies	Jayna Brede	Fingerprinting Charge Reimbursemen	20.00
					Check Total:	20.00
64177	09/29/2011	Recreation Fund	Professional Services	Sara Daily	Assistant Dance Instructor	19.50
					Check Total:	19.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64178	09/29/2011	Sanitary Sewer	Postage	Ecoenvelopes, LLC	Utility Billing Section 003	409.13
64178	09/29/2011	Water Fund	Postage	Ecoenvelopes, LLC	Utility Billing Section 003	409.13
64178	09/29/2011	Storm Drainage	Postage	Ecoenvelopes, LLC	Utility Billing Section 003	409.14
64179	09/29/2011	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.	Check Total: Black Dirt Removal	1,227.40 845.32
64180	09/29/2011	Sanitary Sewer	Other Improvements	General Repair Service, Corp	Check Total: Submersible Pump	845.32 4,412.26
64181	09/29/2011	Pathway Maintenance Fund	Operating Supplies	Gertens Greenhouses	Check Total: Hardwood Mulch	4,412.26 269.81
64182	09/29/2011	Sanitary Sewer	Professional Services	Gopher State One Call	Check Total: FTP Tickets	269.81 312.77
64182	09/29/2011	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	312.76
64182	09/29/2011	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	312.77
64183	09/29/2011	General Fund	Vehicle Supplies	Gruber's Power Equipment	Check Total: Voltage Regulator	938.30 54.24
64184	09/29/2011	General Fund	Operating Supplies	Har Mar Lock	Check Total: Locker Signs	54.24 119.70
64185	09/29/2011	Water Fund	Accounts Payable	LEONARD HERTZ	Check Total: Refund Check	119.70 27.97
64185	09/29/2011	Sanitary Sewer	Accounts Payable	LEONARD HERTZ	Refund Check	5.51
64186	09/29/2011	Singles Program	Operating Supplies	Jean Hoffman	Check Total: Singles Supplies Reimbursement	33.48 37.00
64187	09/29/2011	Recreation Fund	Operating Supplies	Ice Skating Institute	Check Total: Badges	37.00 87.64
64187	09/29/2011	Recreation Fund	Use Tax Payable	Ice Skating Institute	Sales/Use Tax	-5.64
64188	09/29/2011	General Fund	Professional Services	IFP, Test Services	Check Total: Psychological Evaluations	82.00 3,115.00
64189	09/29/2011	General Fund	Printing	Impressive Print	Check Total: Envelopes	3,115.00 273.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64190	09/29/2011	Recreation Fund	Operating Supplies	Intl Chemtex Corp	Check Total:	273.60
					Cooling Treatment	1,114.70
64191	09/29/2011	Community Development	Development Escrow	Charles Jungmann	Check Total:	1,114.70
					Development Escrow Refund	416.74
64192	09/29/2011	Storm Drainage	Contract Maintenance	Lake Restoration Inc	Check Total:	416.74
					Submerged Week & Algae Treatment	547.00
64193	09/29/2011	East Metro SWAT	Insurance	League of MN Cities Ins Trust	Check Total:	547.00
					East Metro Swat Policy	956.00
64194	09/29/2011	General Fund	Professional Services	Linn Building Maintenance	Check Total:	956.00
					Building Cleaning	3,345.51
64194	09/29/2011	General Fund	Professional Services	Linn Building Maintenance	Building Cleaning	424.22
64194	09/29/2011	Recreation Fund	Contract Maintenance	Linn Building Maintenance	Building Cleaning	1,050.90
64194	09/29/2011	Recreation Fund	Contract Maintenance	Linn Building Maintenance	Building Cleaning	838.79
64194	09/29/2011	License Center	Professional Services	Linn Building Maintenance	Building Cleaning	626.68
64194	09/29/2011	General Fund	Contract Maint. - City Garage	Linn Building Maintenance	Building Cleaning	944.84
64195	09/29/2011	General Fund	Vehicle Supplies	Little Falls Machine, Inc	Check Total:	7,230.94
					2011 Blanket PO for Vehicle Reopair:	44.61
64196	09/29/2011	Golf Course	Vehicle Supplies	LTG Power Equipment	Check Total:	44.61
					Spacer Wheel	53.69
64197	09/29/2011	Recreation Fund	Fee Program Revenue	Tom Lubovich	Check Total:	53.69
					Key Deposit Refund	25.00
64198	09/29/2011	Recreation Fund	Fee Program Revenue	Don Maeda	Check Total:	25.00
					Key Deposit Refund	25.00
64199	09/29/2011	Pathway Maintenance Fund	Operating Supplies	Maple Crest Landscape	Check Total:	25.00
					Irrigation Labor	152.79
64200	09/29/2011	Community Development	Training	MBPTA	Check Total:	152.79
					Fall Seminar Attendance-Schlundt	60.00
64201	09/29/2011	Information Technology	Contract Maintenance	McAfee, Inc.	Check Total:	60.00
					Fail Safe Disaster Recovery Service	372.89

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64201	09/29/2011	Information Technology	Contract Maintenance	McAfee, Inc.	Email Spam Filterin Service	6,353.64
64201	09/29/2011	Information Technology	Contract Maintenance	McAfee, Inc.	Enterprise Defense Plus	390.00
64202	09/29/2011	Boulevard Landscaping	Operating Supplies	McCaren Designs, Inc.	Perennail Beds Weeding	635.38
64203	09/29/2011	Pathway Maintenance Fund	Operating Supplies	MIDC Enterprises	Poly Pipe Cutter	257.16
64204	09/29/2011	Street Construction	Dale St btw Cty C & S Owasso	MN Dept of Transportation	Material Testing & Inspection	1,200.19
64205	09/29/2011	Street Construction	Dale St btw Cty C & S Owasso	North Valley, Inc.	MSA Reconstruction Project	306,503.58
64205	09/29/2011	Water Fund	Dale St btw Cty C & S Owasso	North Valley, Inc.	MSA Reconstruction Project	3,554.71
64205	09/29/2011	Street Construction	2011 PMP	North Valley, Inc.	MSA Reconstruction Project	91,594.87
64205	09/29/2011	Street Construction	2011 PMP	North Valley, Inc.	MSA Reconstruction Project	34,042.17
64205	09/29/2011	Storm Drainage	Alladin Street BMP	North Valley, Inc.	MSA Reconstruction Project	1,338.72
64206	09/29/2011	General Fund	Memberships & Subscriptions	NPERLA	2012 Annual Membership Dues-Baco	150.00
64207	09/29/2011	Recreation Fund	Memberships & Subscriptions	NRPA	Agency Package	600.00
64208	09/29/2011	License Center	Office Supplies	Pakor, Inc.-NW8935	Passport Folders	43.27
64208	09/29/2011	License Center	Use Tax Payable	Pakor, Inc.-NW8935	Sales/Use Tax	-2.78
64209	09/29/2011	General Fund	Contract Maintenance	Pavement Resources	Spray Injection Paving Miscellaneous	5,835.00
64209	09/29/2011	General Fund	Contract Maintenance	Pavement Resources	Spray Injection Paving Miscellaneous	4,740.00
64210	09/29/2011	Municipal Jazz Band	Operating Supplies	Bill Pearson	Load/Unload Rsvl Big Band	40.00
64212	09/29/2011	Recreation Improvements	One Playground Replacement	Playpower LT Farmington, Inc.	Freight Charges-Missed on Original F	855.00
64212	09/29/2011	Recreation Improvements	Use Tax Payable	Playpower LT Farmington, Inc.	Sales/Use Tax	-55.00
						Check Total: 800.00

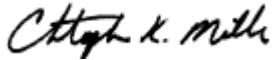
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64213	09/29/2011	Storm Drainage	Clothing	Postmaster- Cashier Window #5	Leaf Card Postage-Acct #: 2437	1,728.24
					Check Total:	1,728.24
64214	09/29/2011	Golf Course	Operating Supplies	Precision Turf & Chemical, Inc	Prolinks Fairway	1,720.69
					Check Total:	1,720.69
64215	09/29/2011	General Fund	Professional Services	Project 515	Stipend For Project 515 Speaker	150.00
					Check Total:	150.00
64216	09/29/2011	Street Construction	Professional Services	Ramsey County	2011 City SA Parcel Billing	7,300.00
64216	09/29/2011	General Fund	Contract Maintenance	Ramsey County	City Roads Chip Sealing	11,731.21
					Check Total:	19,031.21
64217	09/29/2011	Community Development	Office Supplies	Jane Reilly	Notary Registration	20.00
64217	09/29/2011	Community Development	Transportation	Jane Reilly	Parking Reimbursement	10.00
					Check Total:	30.00
64218	09/29/2011	Recreation Fund	Fee Program Revenue	Marisol Rios	Key Deposit Refund	25.00
					Check Total:	25.00
64219	09/29/2011	Recreation Fund	Professional Services	Sansei Yonsei Kai	Summer Entertainment-Lost Check R	100.00
					Check Total:	100.00
64220	09/29/2011	General Fund	Contract Maint. - City Hall	Schindler Elevator Corporation	Quarterly Service	1,167.42
					Check Total:	1,167.42
64221	09/29/2011	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	40.25
					Check Total:	40.25
64222	09/29/2011	Water Fund	Accounts Payable	SONA INVESTMENTS INC.	Refund Check	62.40
					Check Total:	62.40
64223	09/29/2011	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Lawn Sprinkler, Meter Turn On & Re	61.30
64223	09/29/2011	Water Fund	Conferences	St. Paul Regional Water Services	Water	479,664.25
					Check Total:	479,725.55
64224	09/29/2011	Recreation Fund	Professional Services	Jessie Stafki	Lacrosse Officiating	70.00
					Check Total:	70.00
64225	09/29/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	Grass Lakes Water Mgmt Meeting Mi	270.25
64225	09/29/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
64225	09/29/2011	Community Development	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
64225	09/29/2011	Community Development	Professional Services	Sheila Stowell	Planning Commission Meeting Minut	230.00
64225	09/29/2011	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
64225	09/29/2011	General Fund	Professional Services	Sheila Stowell	Long Range Planning Meeting Minut	207.00
64225	09/29/2011	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	327.75
64225	09/29/2011	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
Check Total:						1,054.32
64226	09/29/2011	Recreation Fund	Professional Services	Shane Sturges	Volleyball Officiating	220.00
Check Total:						220.00
64227	09/29/2011	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Wrangler HT	749.92
Check Total:						749.92
64228	09/29/2011	Recreation Fund	Professional Services	Rachel Tadsen	Assistant Dance Instructor	15.00
Check Total:						15.00
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 2211 Irene Circle	69.42
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 2071 N Fry Street	69.55
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 2012 Eldridge St	69.42
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 2071 N Fry Street	117.70
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 405 Lovell Ave	117.70
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 2955 Patten Road	117.70
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 2941 N Rice Street	90.95
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 333 W Cty Rd B2	69.42
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service 1175-1177 W Cty Rd B	69.42
64229	09/29/2011	HRA Property Abatement Program	Payments to Contractors	TMR Quality Lawn Service	Lawn Service at 1205 W Sandhurst	48.15
Check Total:						839.43
64230	09/29/2011	Community Development	Transportation	Patrick Trudgeon	Mileage Reimbursement	32.19
Check Total:						32.19
64231	09/29/2011	General Fund	Operating Supplies	Valley National Gases	Oxygen	416.64
Check Total:						416.64
64232	09/29/2011	General Fund	Op Supplies - City Hall	Viking Electric Supply, Inc.	Volt Detector, GFI Tester	752.26
Check Total:						752.26

REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 7 . b

Department Approval



City Manager Approval



Item Description: Approval of 2011/2012 Business Licenses

BACKGROUND

Chapter 301 of the City Code requires all applications for business licenses to be submitted to the City Council for approval. The following application(s) is (are) submitted for consideration

Massage Therapist

Aspen James
At Lifetime Fitness
2480 Fairview

Cigarette/Tobacco

MGM Spirits Express, Inc.
1149 Larpenteur

Recycling Hauler

Solid Waste Hauler

Aspen Waste Systems Inc.
2951 Weeks Ave S.E.
Mpls, MN 55414

Solid Waste Hauler

Ace Solid Waste Inc.
6601 McKinley St. NW
Ramsey, MN 55303

Recycling Hauler

Neighborhood Recycling Corporation
DBA Eureka Recycling
2828 Kennedy ST. NE
Minneapolis, MN 55413

32 **POLICY OBJECTIVE**
33 Required by City Code

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

36 **STAFF RECOMMENDATION**
37 Staff has reviewed the applications and has determined that the applicant(s) meet all City requirements.
38 Staff recommends approval of the license(s).

39 **REQUESTED COUNCIL ACTION**
40
41
42 Motion to approve the business license application(s) as submitted.
43

44
Prepared by: Chris Miller, Finance Director
Attachments: A: Applications

45



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

Massage Therapist License

New License X Renewal _____

For License year ending June 30 2012

1. Legal Name Aspen James

2. Home Address _____

3. Home Telephone _____

4. Date of Birth 11-11-1991

5. Drivers License

6. **Email Address** _____

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

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

Lifetime Fitness, 2480 Fairview Ave N, Roseville, MN 55113

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

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

License fee is 100.00

Make checks payable to City of Roseville



City of Roseville

Finance Department, License Division

2660 Civic Center Drive, Roseville, MN 55113

(651) 792-7036

Cigarette/Tobacco Products License Application

Business Name MGM Spirits Express, Inc. dba MGM Wine + Spirits

Business Address 1149 Larpenteur Ave. W. Roseville, MN 55113

Business Phone 651-487-4048

Email Address _____

Person to Contact in Regard to Business License:

Name _____

Address _____

Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2011, and ending June 30, 2012, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required

Fee

Cigarette/Tobacco Products

\$200.00

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

Signature [Signature]

Date 9-20-11

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



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

Solid Waste Hauler License Application

Fee Due: \$125.00 Year 2012 (License will be for January 1 to December 31.)

Business Name ASPEN WASTE SYSTEMS INC.

Business Address 2951 WEEKS AVENUE S.E. MINNEAPOLIS, MN 55414
If completed license should be mailed somewhere other than the business address, please advise.

Business Phone 612-884-8000

Contact Person _____
(Business Matters)

Email Address _____

Contact Person _____
(Operational Matters)

Email Address _____

Emergency Contact Information

Contact Name: _____

Alternate Contact Information: _____

In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.

The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan? ☒ Yes ☐ No

Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.

Solid waste collection will be provided to (check all that apply):

☒ Residential (single family, duplex, triplex, fourplex)

☒ Multiple Residential (apartment, condominium, manufactured home park, and townhouse)

☒ Commercial/Industrial

Number of vehicles the applicant proposes to use in the collection of solid waste

8

(over)



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

Recycling Hauler License Application

Fee Due: \$125.00 Year 2012 (License will be for January 1 to December 31.)

Business Name ASPEN WASTE SYSTEMS, INC.

Business Address 2951 WEEKS AVENUE S.E. MINNEAPOLIS, MN 55414

Business Phone 612-884-8000

Contact Person _____

Email Address _____

Emergency Contact Information _____

If completed license should be mailed somewhere other than the business address, please attach separate sheet.

Recycling services will be provided to (check all that apply):

☒ Residential ☒ Commercial ☒ Multifamily ☒ Industrial

Number of vehicles the applicant proposes to use in the collection of recyclables 1

Name and address of companies or materials recovery facility where recyclables will be delivered:

PIONEER PAPER ^{Newsprint*} WASTE MANAGEMENT ^{Glass*} WASTE MANAGEMENT ^{Cans/Plastic*}

Office paper/Boxboard*

PIONEER PAPER

Corrugated Cardboard*

PIONEER PAPER

Other (please specify)

*Required items for residential and multifamily haulers

I have been provided with a copy of the City of Roseville Curbside Recycling Ordinance and understand that violation of any of the provisions included in the ordinance may result in suspension or revocation of the license.

I have attached a certificate of liability insurance, a certificate indicating Worker Compensation coverage, and the fee of \$125.00.

9.28.11

Date

[Signature]

Applicant's Signature

GM

Title



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

Solid Waste Hauler License Application

Fee Due: \$125.00 Year 2012 (License will be for January 1 to December 31.)

Business Name ACE Solid Waste, Inc.

Business Address 6601 McKinley St. NW, Ramsey, MN 55303
If completed license should be mailed somewhere other than the business address, please advise.

Business Phone 763-427-3110

Contact Person
(Business Matters) [Signature]

Email Address _____

Contact Person
(Operational Matters) _____

Email Address _____

Emergency Contact Information.

Contact Name: _____

Cell Phone: _____

Alternate Contact Information: _____

In the event that, while operating in Roseville, a collection vehicle leaks or spills either vehicle fluids or fluids or debris from material collected the company must contact the City within one business day with information regarding the material involved, the amount of material involved and the steps taken by the company to mitigate and remediate damage. This contact does not absolve the company from liability.

The City expects that in the case of a natural or man-made disaster or a public health crisis your company will be able to continue service. Your company should plan for continuity of operations through an emergency operations plan. Does your company have an emergency operations plan? ☒ Yes ☐ No

Your company must notify the City when you activate your emergency operations plan, and inform the City of relevant information regarding provision of collection service under the plan.

Solid waste collection will be provided to (check all that apply):

☒ Residential (single family, duplex, triplex, fourplex)

☒ Multiple Residential (apartment, condominium, manufactured home park, and townhouse)

☒ Commercial/Industrial

Number of vehicles the applicant proposes to use in the collection of solid waste 1

(over)



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

Recycling Hauler License Application

Fee Due: \$125.00 Year 2012 (License will be for January 1 to December 31.)

Business Name Neighborhood Recycling Corporation (D.B.A. Eureka Recycling)

Business Address 2828 Kennedy St NE

Business Phone 651-222-7678

Contact Person _____ Email Address tim.b@eureka-recycling.org

Emergency Contact Information _____

If completed license should be mailed somewhere other than the business address, please attach separate sheet.

Recycling services will be provided to (check all that apply):

☒ Residential ☒ Commercial ☒ Multifamily _____ Industrial

Number of vehicles the applicant proposes to use in the collection of recyclables 4

Name and address of companies or materials recovery facility where recyclables will be delivered:

Newsprint*

Glass*

Cans/Plastic*

Eureka Recycling
2828 Kennedy St NE
Minneapolis, MN 55413
Office paper/Boxboard*

Same

for all

Corrugated Cardboard*

Other (please specify)

*Required items for residential and multifamily haulers

I have been provided with a copy of the City of Roseville Curbside Recycling Ordinance and understand that violation of any of the provisions included in the ordinance may result in suspension or revocation of the license.

I have attached a certificate of liability insurance, a certificate indicating Worker Compensation coverage, and the fee of \$125.00.

9/28/11
Date

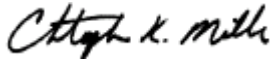
[Signature]
Applicant's Signature

CEO
Title

REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 7 . C

Department Approval



City Manager Approval



Item Description: Concordia Academy has applied for a temporary on-sale liquor license

BACKGROUND

Concordia Academy has applied for a temporary on-sale liquor license at 2400 North Dale Street for an event to be held on November 5, 2011.

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

The City staff has reviewed the application and has determined that the applicant meets City requirements, and is recommending approval of the application.

REQUESTED COUNCIL ACTION

Motion to approve/deny Concordia Academy's application for Temporary On-Sale Liquor License at 2400 North Dale Street for November 5, 2011.

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

Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar Street Suite 222, St. Paul MN 55101-5133
 (651) 201-7500 Fax (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US

**APPLICATION AND PERMIT
 FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION <u>Concordia Academy</u>	DATE ORGANIZED <u>1968</u>	TAX EXEMPT NUMBER <u>..</u>	
STREET ADDRESS <u>2400 N. Dale St.</u>	CITY STATE ZIP <u>Roseville MN 55113</u>	CITY <u>MN</u>	CODE <u>55113</u>
NAME OF PERSON MAKING APPLICATION <u>...</u>	BUSINESS PHONE <u>...</u>	HOME PHONE <u>...</u>	
DATES LIQUOR WILL BE SOLD <u>11/5/11</u>	TYPE OF ORGANIZATION CLUB ☐ CHARITABLE ☐ <u>RELIGIOUS</u> ☒ <u>High School</u> OTHER NONPROFIT ☐		
ORGANIZATION OFFICER'S NAME <u>...</u>	ADDRESS <u>1451 W. City Rd I</u>		
ORGANIZATION OFFICER'S NAME <u>...</u>	ADDRESS <u>Shoreview, MN 55126</u>		
ORGANIZATION OFFICER'S NAME <u>...</u>	ADDRESS <u>...</u>		

Location license will be used. If an outdoor area, describe

In the School gym

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

NO

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

NO**APPROVAL****APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT**

CITY/COUNTY _____

DATE APPROVED _____

CITY FEE AMOUNT _____

LICENSE DATES _____

DATE FEE PAID _____

SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____

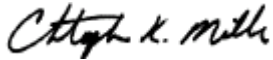
APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event

REQUEST FOR COUNCIL ACTION

Date: 10/10/2011
Item No.: 7.d

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	Plaisted Companies	Sand for winter ice control	\$ 5,343.75
Streets	North American Salt Co.	Road salt for winter ice control	65,000.00

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.

REQUESTED COUNCIL ACTION

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

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

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REQUEST FOR COUNCIL ACTION

Date: October 10, 2011
Item No.: 7.e

Department Approval



City Manager Approval



Item Description: Check Diversion Program, LLC Agreement for the City of Roseville

BACKGROUND

Since 2008, the Roseville Police Department has had an agreement with Financial Crime Services (FCS). FCS provided an alternative to criminal prosecution of individuals who issued worthless check(s) to merchants and businesses. In addition to helping arrange for full restitution to victims, FCS provided financial training to the first time offender. Due to decreasing referrals, increased compliance requirements and financial costs, FCS discontinued this service August 31, 2011.

Check Diversion Program LLC, has agreed to take over these services September 1, 2011. A copy of their proposed procedures and contract is attached. The contract (if approved) would be in force for three years and would automatically renew for one year terms but may be terminated without cause by either party with 30 days written notice. The city attorney has reviewed and approved this contract.

To date the following cities have signed the Agreement: Albert Lea, Benson, Bird Island, Brooklyn Park, Brown County WI, Burnsville, Cambridge, Chippewa County WI, Clark County WI, Coon Rapids, Crystal, Dilworth, Eagan, Edina, Elk River, Freeborn County, Grand Rapids, Kenosha County WI, Lester Prairie, Lincoln County WI, Manitowoc WI, Maplewood, Moorhead, Morrison County, North St. Paul, Oneida County WI, Owatonna, Polk County, Red Wing, Rice County, St Croix County WI, Sibley County, Vilas County WI, Virginia, Waseca, Waushara County WI, White Bear Lake, Winsted, and Yellow Medicine County.

PROPOSED ACTION

Allow the Roseville Police Department to enter into a three year agreement with Check Diversion Program, LLC; thereby providing the Roseville Police Department assistance in obtaining records to assist in the investigation and prosecution of individuals issuing worthless checks and ensuring that victims are paid full restitution from the offender and that financial education is provided to the first time offender.

BUDGET IMPLICATIONS

There is no cost to the City of Roseville.

STAFF RECOMMENDATION

The management staff of the Roseville Police Department has reviewed the attached Agreement and is recommending that the Council allow the Department to enter into a three year agreement with Check Diversion Program, LLC.

REQUESTED COUNCIL ACTION

Authorize the Mayor, City Manager and Police Chief to enter into a three year agreement (Attachment A) with Check Diversion Program, LLC to provide the Roseville Police Department assistance in obtaining records to assist in the investigation and prosecution of individuals issuing worthless checks and ensuring that victims are paid full restitution from the offender and that financial education is provided to the first time offender.

Prepared by: Karen Rubey
Attachments: A: Check Diversion Program, LLC--Worthless Check Diversion Contract
B: Attachment A as referred to in Worthless Check Diversion Contract

**CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT**

1. Contractual Agreement:

This Agreement is made and entered into this 15th day of August 2011, by and between the City of Roseville ("Jurisdiction" hereafter), State of Minnesota, and Check Diversion Program, LLC ("CDP Services" hereafter) of 415 Main Street, Red Wing, Minnesota, 55066.

2. Purpose:

The purpose of this Agreement shall be to implement a Worthless Check Diversion Program (Minnesota State Statute 628.69 attachment A) for the Jurisdiction.

This program provides an alternative to criminal prosecution of individuals who issue worthless check(s) to citizens, merchants and businesses. The program will assist the Jurisdiction and its law enforcement agency in processing worthless checks. CDP Services will also assist in the criminal investigation and prosecution of individuals issuing worthless checks. This program will provide that the victim is paid full restitution from the offender who has issued the worthless check along with financial training for the offender (offender defined in section 4, B). Individuals who have written a worthless check(s) may voluntarily participate or who have been court ordered to enroll in this Worthless Check Diversion Program. By enrolling into the Worthless Check Diversion Program offenders will be diverted (Minnesota State Statute 628.69) from criminal or civil prosecution, provided they make full restitution, pay all service fees (see section 4, D) and complete required training class. CDP Services will assist the Jurisdiction Attorney's office or designee and victims of worthless checks in working with individuals writing these worthless checks to obtain full restitution for victim(s) that are defined as non-sufficient funds (NSF) checks or account closed (AC) checks.

3. Contract Terms:

This Agreement shall be in force for a period of three (3) years, from the beginning date of Agreement signed by the Jurisdiction and shall be automatically renewed for one year terms.

CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT

4. Definitions:

A. Victim – the business or person who accepted a worthless check for goods or services and suffered the financial loss.

B. Offender – the individual or participant who passed the worthless check(s) and has enrolled in the Worthless Check Diversion Program voluntarily or has been ordered by the Court to complete the Worthless Check or other diversion programs.

C. Restitution Recovery – Dollar recovery of face value (or written amount) of a dishonored check(s), property damage, as well as administrative fees, civil penalties, bank fees as appropriate and law enforcement costs.

D. Worthless Check Diversion Fees Defined

1) Financial Training Class Fee, 4-6 Hours	\$140.00
2) NSF Merchant Service Fee (Gifted to CDP Services, as Provided in Section 8, A)	\$ 30.00
3) Individual Requests a Payment Plan Beyond 30 Days (One-time Account Set-up Fee)	\$ 25.00
4) Late Payment Fees (Discretion Used and Not Accumulative Over \$75.00)	\$ 25.00
5) Interne/Electronic NSF Return Processing Fee (Returned Restitution Payment as NSF)	\$ 32.50
6) Creating a monthly payment book or pre-authorized debit payment book (Optional)	\$ 15.00
7) Credit Card Payment Processing Fee ((Optional)	\$ 7.50
8) Electronic Check Processing Fee (Optional)	\$ 7.50
9) Rescheduling of Training Class Fee (Number Times Permitted is Three Times)	\$ 20.00
10) Home Study CD or online training	\$ 20.00
11) Mailing fees incurred by CDP services	(US Postal Rates)

5. Jurisdiction Requirement:

The Jurisdiction's Attorneys Office (including designated personnel) retains the sole discretion and authority (as defined in the "Financial Services Regulatory Relief Act of 2006 attachment A) to decide which worthless check(s) submissions shall be placed in the Worthless Check Diversion Program and which shall be retained for criminal investigation and/or prosecution.

6. CDP Requirement:

CDP Services agrees to provide the following professional services to the Jurisdiction in a timely and efficient manner:

A. Perform daily operations and management of all clerical and accounting functions related to processing worthless check writers (NSF checks and account closed checks) submitted by the Jurisdiction's Worthless Check Diversion Program.

B. Generate letters to worthless check writers and follow through with respect to processing payments for restitution. Disbursement recovered restitution funds for the victim's. Restitution also includes payment of all administrative fees, and the payment of CDP Services education training class fees. (See Section 4, D)

CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT

All offender payments shall be deposited into a designated bank trust account on behalf of the Jurisdiction Victims. This account and all its funds are to be disbursed as defined in section 4 item "C" of this agreement.

- C. Provide necessary correspondence and follow-up, if needed, by telephone and responding to inquiries of victims and offenders.
- D. Properly maintain all physical files, financial records, documentation, reports, computer files, etc. for a period of no more than six (6) years.
- E. Provide voluntary in person, online, or home study check offender financial management education classes with meaningful information and lessons for offenders regarding criminal consequences of property crimes, as well as focus on personal management of checking accounts and basic budgeting
- F. Schedule offender training classes and/or provide home study course.
- G. Maintain records of offenders making restitution, payment of fees, attendance records of offenders completing as well as failing to attend the training session.
- H. Maintain records of payment to the victims.
- I. Provide reports to the Jurisdiction; annual offender report, completed offender classes, and related reports as required by the Jurisdiction and law enforcement.
- J. Worthless check writers who fail to respond to the Worthless Check Program or refuse to voluntarily enroll into the program or to complete the training program as voluntarily agreed upon or by court ordered and/or who fails to make full restitution are considered to be non-compliant individuals. These individual listings will also be made available to the Jurisdiction and its designees for follow-up and for further review and appropriate action.
- K. CDP Services on behalf of the Jurisdiction will provide reports as required by MN Statue 628.69 Subd 7.
- L. CDP to provide letters for Jurisdiction approval and sign off (Attachment B.)

7. Victim recovery:

- A. Face value of the worthless check(s) submitted and related victim expenses (bank fees and any mailing cost) identified at the time the worthless check is submitted to CDP Services and when recovery of restitution is made from the individual responsible for the worthless check.

**CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT**

8. Check Diversion Program governed by (attachment A):

- A. Minnesota Statutes, section 604.113.
- B. Minnesota Statute 609.535
- C. Minnesota Statute 628.69
- D. Financial Services Regulatory Relief Act of 2006

9. Jurisdiction has no financial liability:

It is understood and agreed by and between the parties that CDP Services will bear all financial liability for all aspects of its operations under this Agreement.

10. Termination of this agreement:

A. This Agreement may be terminated at any time, without cause, by either party upon 30 days written notice to the authorized agent of the Jurisdiction or CDP Services.

B. This Agreement may be immediately terminated by the Jurisdiction at any time if the Jurisdiction determines that CDP Services, (see section 18 of this Agreement) is acting, or has acted at any time during the term of this Agreement, in direct and clear violation of state or federal law.

11. Amendments or Material Modification:

All amendments or modifications to this Agreement must be in writing and approved by both parties. Email may be an acceptable means of communication.

(fill in mailing address)

City of Roseville
City Manager, William Malinen
2660 Civic Center Drive
Roseville, MN 55113

Check Diversion Program, LLC
415 Main Street
Red Wing, MN 55066
Att: Scott Adkisson

12. Jurisdiction Has No Obligation to Victims:

CDP Services and victims who participate in this program fully understand that the Worthless Check Diversion Program is providing a public service and the Jurisdiction is held harmless and has no liability to make recovery of any check(s) or obligated to take criminal action against offender(s).

CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT

13. Criminal Action:

The Jurisdiction's Attorney's office may choose to prosecute offender(s) at its sole discretion. In the case where the offender fails to participate or complete Agreements with CDP Services and victim(s) the Jurisdiction shall determine appropriate action to take with the worthless check writer, including criminal prosecution or other action determined by the Jurisdiction's Attorney's.

14. Hold Harmless and Indemnification:

CDP Services and its subcontractors shall save and protect, hold harmless, indemnify and defend the Jurisdiction and its Attorney's Office including their officers and employees against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of CDP Services and its employees and agents, in the performance of this Agreement.

15. CDP SERVICES as Independent Contractor:

A. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. CDP Services shall at all times remain as independent contractor with respect to the services to be provided under this Agreement.

B. The Jurisdiction shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance and workers' compensation insurance for any and all of CDP Services employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly CDP Services responsibility.

16. Subcontractor:

CDP Services shall retain the right to subcontract any portion of the work to be performed under this Agreement. CDP Services may specifically assign processing of checks or payment processing operations (credit, check, debit electronic check, remote deposit, wire transfers, check representment processors, invoicing or billing processors) to increase efficiencies. In addition CDP Services may assigned this complete Agreement to a new company, provided the Jurisdiction Attorney agrees to the assignment. CDP Services shall be the sole responsible party for any and all expenses relating to an assignment of this Agreement

CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT

17. Data Practice:

CDP Services agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality.

CDP Services will immediately report to the department head signing this agreement any request from third parties for information relating to this agreement. The Jurisdiction agrees to promptly respond to inquiries from CDP Services concerning data request. CDP Services agrees to hold the Jurisdiction, its officers, department head and employees harmless from any claims resulting from the CDP Services unlawful disclosure or use of data protected under state and federal laws.

18. Compliance with the Law:

CDP Services agrees to abide by the requirements and regulations of The American with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363). Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disabilities, religion, and with sexual harassment, the Jurisdiction agrees to promptly supply all necessary clarifications. Violation of any of the above can lead to the termination of this Agreement.

19. Entire Agreement:

This entire Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the Agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party which is not embodied herein, and that no other Agreements, statements, or promises not contained within this Agreement shall be valid or binding. All provision contained within this Agreement shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions within this Agreement.

20. Audits and Inspections:

The Jurisdiction's Attorney's office or designated representative or other governmental agency exercising regulatory function over the business activities, while exercising reasonable, non-disruptive procedures, may inspect CDP Services records at anytime.

21. Insurance:

CDP Services and/or its subcontractors agree to provide and maintain, at its own cost and at all times during its performance under this contract until completion of the work, such liability insurance coverage as is set forth below, and to otherwise comply with the provision that follow:

CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT

A. Workers Compensation: Workers Compensation insurance in compliance with all applicable statutes.

B. Auto Insurance (Owned and un-owned auto)

C. General Liability: "Commercial General Liability Insurance" (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an "occurrence", rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), Independent Contractors, and Products-Completed Operations Liability. Coverage for explosions, collapse and underground Hazards shall not be included.

Such a policy shall name the Jurisdiction as additional insured hereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the Jurisdiction, which other insurance of the Jurisdiction, if any, shall apply excess of CDP Services insurance and not contributed therewith.CDP Services

Such Commercial General Liability insurance policy shall provide a combined single limit in the amount of at least \$2,000,000 (two million) Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same amount applying to liability for Personal injury and Advertising injury. Such minimum limits may be satisfied by the limit afforded under Firm's Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by a Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects as broad as that afforded by the underlying Commercial Liability Policy, and further that the Jurisdiction is included as an additional Insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limited stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the firm total deductibles or retention for Each Occurrence to exceed \$10,000.

**CHECK DIVERSION PROGRAM, LLC
WORTHLESS CHECK DIVERSION AGREEMENT**

D. Professional Liability: Professional or ("Errors & Omissions") Liability Insurance in the amount of at least \$1,000,000 Each Occurrence (or "Wrongful Act" or equivalent) and if applicable, Aggregate, covering CDP Services Liability for negligent acts, errors, or omissions in the performance of professional services in connection with this Agreement. CDP Services Professional Liability Insurance may afford coverage on an occurrence basis or on a claims basis. It is however, acknowledged and agreed by the CDP Services that under claims-made coverage changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the Jurisdiction hereunder. CDP Services therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for the Jurisdiction could result: and further, that it will exercise its right under any Extended Reporting Period" ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection.

22. CDP Services further agrees that it will, throughout the entire period of three (3) years:

1. Advise the Jurisdiction on any intended or pending change in Professional Liability insurance or in policy forms, and provide the Jurisdiction with all pertinent information that the Jurisdiction may reasonably request to determine compliance with this paragraph.
2. Advise the Jurisdiction of any claims or threat of claims that might reasonably be expected to reduce the amount of such insurance remains available for the protection of the Jurisdiction.

THEREFORE: IN WITNESS OF, the parties have executed the Agreement as of the date first written above

Check Diversion Program, LLC, (CDP Services)

City of Roseville

By _____
(Scott Adkisson, President)

By _____
Mayor (Daniel Roe)

By _____
City Manager (William J. Malinen)

Attachment- A Laws

2010 Minnesota Statutes

628.69 PRETRIAL DIVERSION PROGRAM FOR WRITERS OF DISHONORED CHECKS.

Subdivision 1. **Definitions.** As used in this section:

(1) a person is an "offender" if the person is charged with, or probable cause exists to arrest or charge the person with, a violation of section 609.535, but the person has not yet entered a plea in the proceedings;

(2) "pretrial diversion" means the decision of a prosecutor to refer an offender to a diversion program on condition that the criminal charges against the offender will be dismissed after a specified period of time, or the case will not be charged, if the offender successfully completes the program; and

(3) "prosecutor" means a city or county attorney.

Subd. 2. **Establishment of program.** A prosecutor may establish a pretrial diversion program for offenders. The program may be conducted by the prosecutor or by a private entity under contract with the prosecutor.

Subd. 3. **Diversion of offender.** In determining whether to accept an offender for pretrial diversion, the prosecutor shall consider:

(1) the value of the dishonored check or checks;

(2) whether the offender has a criminal record or has previously been diverted under this section or any other diversion program;

(3) the number of dishonored check grievances against the offender previously received by the prosecutor;

(4) whether there are other dishonored check grievances currently pending against the offender;

(5) the strength of the evidence, if any, of intent to defraud the victim; and

(6) the wishes of the victim regarding placement in the program.

Subd. 4. **Program components.** (a) At a minimum, the pretrial diversion program must require offenders to:

(1) successfully complete an appropriate educational class or classes at their own expense which includes information on writing checks and managing money;

(2) make full restitution to the victim of the offense; and

(3) pay appropriate penalties under section 604.113, subdivision 2, paragraph (a).

(b) If the prosecutor determines that requiring an offender to pay for the educational class described in paragraph (a), clause (1), would result in an economic hardship to the offender or the offender's family, the prosecutor may waive the requirement.

Subd. 5. **No civil liability.** A victim of an offender who successfully completes a pretrial diversion program under this section may not recover the penalties described in section 604.113,

subdivision 2, paragraph (b), if the penalties relate to the offense resulting in completion of the diversion program.

Subd. 6. Reporting of data to Bureau of Criminal Apprehension. Every county attorney who has established a pretrial diversion program under this section shall report the following information to the Bureau of Criminal Apprehension:

- (1) the name and date of birth of each diversion program participant, and any other identifying information the superintendent considers necessary;
- (2) the date on which the individual began to participate in the diversion program;
- (3) the date on which the individual is expected to complete the diversion program;
- (4) the date on which the individual successfully completed the diversion program, where applicable; and
- (5) the date on which the individual was removed from the diversion program for failure to successfully complete the individual's goals, where applicable.

The superintendent shall cause the information described in this subdivision to be entered into and maintained in the criminal history file as defined in section 13.87.

Subd. 7. Reports. By January 15 of each odd-numbered year, each prosecutor shall report to the Supreme Court and the chairs of the senate and house of representatives committees having jurisdiction over criminal justice policy on the operation of any pretrial diversion program established under this section. The report must include a description of the program, the number of offenders participating in the program, the number and characteristics of the offenders who successfully complete the program, the number and characteristics of the offenders who fail to complete the program, and an evaluation of the program's effect on the operation of the criminal justice system within the prosecutor's jurisdiction.

History: 1999 c 218 s 6; 2009 c 59 art 6 s 24

2010 Minnesota Statutes

609.535 ISSUANCE OF DISHONORED CHECKS.

Subdivision 1. **Definitions.** For the purpose of this section, the following terms have the meanings given them.

(a) "Check" means a check, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument.

(b) "Credit" means an arrangement or understanding with the drawee for the payment of a check.

Subd. 2. **Acts constituting.** Whoever issues a check which, at the time of issuance, the issuer intends shall not be paid, is guilty of issuing a dishonored check and may be sentenced as provided in subdivision 2a. In addition, restitution may be ordered by the court.

Subd. 2a. **Penalties.** (a) A person who is convicted of issuing a dishonored check under subdivision 2 may be sentenced as follows:

(1) to imprisonment for not more than five years or to payment of a fine of not more than \$10,000, or both, if the value of the dishonored check, or checks aggregated under paragraph (b), is more than \$500;

(2) to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both, if the value of the dishonored check, or checks aggregated under paragraph (b), is more than \$250 but not more than \$500; or

(3) to imprisonment for not more than 90 days or to payment of a fine of not more than \$1,000, or both, if the value of the dishonored check, or checks aggregated under paragraph (b), is not more than \$250.

(b) In a prosecution under this subdivision, the value of dishonored checks issued by the defendant in violation of this subdivision within any six-month period may be aggregated and the defendant charged accordingly in applying this section. When two or more offenses are committed by the same person in two or more counties, the accused may be prosecuted in any county in which one of the dishonored checks was issued for all of the offenses aggregated under this paragraph.

Subd. 3. **Proof of intent.** Any of the following is evidence sufficient to sustain a finding that the person at the time the person issued the check intended it should not be paid:

(1) proof that, at the time of issuance, the issuer did not have an account with the drawee;

(2) proof that, at the time of issuance, the issuer did not have sufficient funds or credit with the drawee and that the issuer failed to pay the check within five business days after mailing of notice of nonpayment or dishonor as provided in this subdivision; or

(3) proof that, when presentment was made within a reasonable time, the issuer did not have sufficient funds or credit with the drawee and that the issuer failed to pay the check within five business days after mailing of notice of nonpayment or dishonor as provided in this subdivision.

Notice of nonpayment or dishonor that includes a citation to and a description of the penalties in this section shall be sent by the payee or holder of the check to the maker or drawer by certified mail, return receipt requested, or by regular mail, supported by an affidavit of service by mailing, to the address printed on the check. Refusal by the maker or drawer of the check to accept certified mail notice or failure to claim certified or regular mail notice is not a defense that notice was not received.

The notice may state that unless the check is paid in full within five business days after mailing of the notice of nonpayment or dishonor, the payee or holder of the check will or may refer the matter to proper authorities for prosecution under this section.

An affidavit of service by mailing shall be retained by the payee or holder of the check.

Subd. 4. Proof of lack of funds or credit. If the check has been protested, the notice of protest is admissible as proof of presentation, nonpayment, and protest, and is evidence sufficient to sustain a finding that there was a lack of funds or credit with the drawee.

Subd. 5. Exceptions. This section does not apply to a postdated check or to a check given for a past consideration, except a payroll check or a check issued to a fund for employee benefits.

Subd. 6. Release of account information to law enforcement authorities. A drawee shall release the information specified below to any state, county, or local law enforcement or prosecuting authority which certifies in writing that it is investigating or prosecuting a complaint against the drawer under this section or section 609.52, subdivision 2, clause (3), item (i), and that 15 days have elapsed since the mailing of the notice of dishonor required by subdivisions 3 and 8. This subdivision applies to the following information relating to the drawer's account:

(1) documents relating to the opening of the account by the drawer and to the closing of the account;

(2) notices regarding nonsufficient funds, overdrafts, and the dishonor of any check drawn on the account within a period of six months of the date of request;

(3) periodic statements mailed to the drawer by the drawee for the periods immediately prior to, during, and subsequent to the issuance of any check which is the subject of the investigation or prosecution; or

(4) the last known home and business addresses and telephone numbers of the drawer.

The drawee shall release all of the information described in clauses (1) to (4) that it possesses within ten days after receipt of a request conforming to all of the provisions of this subdivision. The drawee may not impose a fee for furnishing this information to law enforcement or prosecuting authorities.

A drawee is not liable in a criminal or civil proceeding for releasing information in accordance with this subdivision.

Subd. 7. Release of account information to payee or holder. (a) A drawee shall release the information specified in paragraph (b), clauses (1) to (3) to the payee or holder of a check that has been dishonored who makes a written request for this information and states in writing that the check has been dishonored and that 30 days have elapsed since the mailing of the notice described

in subdivision 8 and who accompanies this request with a copy of the dishonored check and a copy of the notice of dishonor.

The requesting payee or holder shall notify the drawee immediately to cancel this request if payment is made before the drawee has released this information.

(b) This subdivision applies to the following information relating to the drawer's account:

(1) whether at the time the check was issued or presented for payment the drawer had sufficient funds or credit with the drawee, and whether at that time the account was open, closed, or restricted for any reason and the date it was closed or restricted;

(2) the last known home address and telephone number of the drawer. The drawee may not release the address or telephone number of the place of employment of the drawer unless the drawer is a business entity or the place of employment is the home; and

(3) a statement as to whether the aggregated value of dishonored checks attributable to the drawer within six months before or after the date of the dishonored check exceeds \$250; for purposes of this clause, a check is not dishonored if payment was not made pursuant to a stop payment order.

The drawee shall release all of the information described in clauses (1) to (3) that it possesses within ten days after receipt of a request conforming to all of the provisions of this subdivision. The drawee may require the person requesting the information to pay the reasonable costs, not to exceed 15 cents per page, of reproducing and mailing the requested information.

(c) A drawee is not liable in a criminal or civil proceeding for releasing information in accordance with this subdivision.

Subd. 8. Notice. The provisions of subdivisions 6 and 7 are not applicable unless the notice to the maker or drawer required by subdivision 3 states that if the check is not paid in full within five business days after mailing of the notice, the drawee will be authorized to release information relating to the account to the payee or holder of the check and may also release this information to law enforcement or prosecuting authorities.

History: 1963 c 753 art 1 s 609.535; 1967 c 466 s 1; 1971 c 23 s 56; 1974 c 106 s 1,2; 1981 c 202 s 1; 1981 c 247 s 1-3; 1983 c 225 s 10; 1984 c 436 s 34; 1985 c 140 s 3; 1986 c 444; 1988 c 527 s 2,3; 1991 c 256 s 11-13; 1992 c 569 s 26; 1999 c 218 s 3; 2004 c 228 art 1 s 72

2010 Minnesota Statutes

604.113 ISSUANCE OF WORTHLESS CHECK.

Subdivision 1. **Definitions.** (a) The definitions provided in this subdivision apply to this section.

(b) "Check" means a check, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument.

(c) "Credit" means an arrangement or understanding with the drawee for the payment of the check.

(d) "Dishonor" has the meaning given in section 336.3-502, but does not include dishonor due to a stop payment order requested by an issuer who has a good faith defense to payment on the check. "Dishonor" does include a stop payment order requested by an issuer if the account did not have sufficient funds for payment of the check at the time of presentment, except for stop payment orders on a check found to be stolen.

(e) "Payee" or "holder" includes an agent of the payee or holder.

Subd. 2. **Acts constituting.** Whoever issues any check that is dishonored is liable for the following penalties:

(a) A service charge, not to exceed \$30, may be imposed immediately on any dishonored check by the payee or holder of the check, regardless of mailing a notice of dishonor, if notice of the service charge was conspicuously displayed on the premises when the check was issued. If a law enforcement agency obtains payment of a dishonored check on behalf of the payee or holder, up to the entire amount of the service charge may be retained by the law enforcement agency for its expenses. Only one service charge may be imposed under this paragraph for each dishonored check. The displayed notice must also include a provision notifying the issuer of the check that civil penalties may be imposed for nonpayment.

(b) If the amount of the dishonored check is not paid within 30 days after the payee or holder has mailed notice of dishonor pursuant to section 609.535 and a description of the penalties contained in this subdivision, whoever issued the dishonored check is liable to the payee or holder of the check for:

(1) the amount of the check, the service charge as provided in paragraph (a), plus a civil penalty of up to \$100 or the value of the check, whichever is greater. In determining the amount of the penalty, the court shall consider the amount of the check and the reason for nonpayment. The civil penalty may not be imposed until 30 days following the mailing of the notice of dishonor. A payee or holder of the check may make a written demand for payment of the civil liability by sending a copy of this section and a description of the liability contained in this section to the issuer's last known address. Notice as provided in paragraph (a) must also include notification that additional civil penalties will be imposed for dishonored checks for nonpayment after 30 days;

(2) interest at the rate payable on judgments pursuant to section 549.09 on the face amount of the check from the date of dishonor; and

(3) reasonable attorney fees if the aggregate amount of dishonored checks issued by the issuer to all payees within a six-month period is over \$1,250.

(c) This subdivision prevails over any provision of law limiting, prohibiting, or otherwise regulating service charges authorized by this subdivision, but does not nullify charges for dishonored checks, which do not exceed the charges in paragraph (a) or terms or conditions for imposing the charges which have been agreed to by the parties in an express contract.

(d) A sight draft may not be used as a means of collecting the civil penalties provided in this section without prior consent of the issuer.

(e) The issuer of a dishonored check is not liable for the penalties described in paragraph (b) if a pretrial diversion program under section 628.69 has been established in the jurisdiction where the dishonored check was issued, the issuer was accepted into the program, and the issuer successfully completes the program.

Subd. 3. Notice of dishonor required. Notice of nonpayment or dishonor that includes a citation to this section and section 609.535, and a description of the penalties contained in these sections, shall be sent by the payee or holder of the check to the drawer by certified mail, return receipt requested, or by regular mail, supported by an affidavit of service by mailing, to the address printed or written on the check.

The issuance of a check with an address printed or written on it is a representation by the drawer that the address is the correct address for receipt of mail concerning the check. Failure of the drawer to receive a regular or certified mail notice sent to that address is not a defense to liability under this section, if the drawer has had actual notice for 30 days that the check has been dishonored.

An affidavit of service by mailing shall be retained by the payee or holder of the check.

Subd. 4. Proof of identity. The check is prima facie evidence of the identity of the issuer if the person receiving the check:

(a) records the following information about the issuer on the check, unless it is printed on the face of the check:

- (1) name;
- (2) home or work address;
- (3) home or work telephone number; and
- (4) identification number issued pursuant to section 171.07;

(b) compares the issuer's physical appearance, signature, and the personal information recorded on the check with the issuer's identification card issued pursuant to section 171.07; and

(c) initials the check to indicate compliance with these requirements.

Subd. 5. Defenses. Any defense otherwise available to the issuer also applies to liability under this section.

History: 1983 c 225 s 6; 1984 c 576 s 26; 1985 c 140 s 1,2; 1991 c 256 s 8,9; 1992 c 565 s 113; 1996 c 414 art 1 s 41; 1997 c 157 s 65,66; 1999 c 218 s 1; 2001 c 204 s 1; 2004 c 174 s 3

“Financial Services Regulatory Relief Act of 2006”
Pages 105 thru 111
As related to a Check Diversion Program

1 “(3) TIMING.—A model form required to be de-
2 veloped by this subsection shall be issued in pro-
3 posed form for public comment not later than 180
4 days after the date of enactment of this subsection.

5 “(4) SAFE HARBOR.—Any financial institution
6 that elects to provide the model form developed by
7 the agencies under this subsection shall be deemed
8 to be in compliance with the disclosures required
9 under this section.”.

10 **TITLE VIII—FAIR DEBT COLLEC-**
11 **TION PRACTICES ACT AMEND-**
12 **MENTS**

13 **SEC. 801. EXCEPTION FOR CERTAIN BAD CHECK ENFORCE-**
14 **MENT PROGRAMS.**

15 (a) IN GENERAL.—The Fair Debt Collection Prac-
16 tices Act (15 U.S.C. 1692 et seq.) is amended—

17 (1) by redesignating section 818 as section 819;
18 and

19 (2) by inserting after section 817 the following:

20 **“§ 818. Exception for certain bad check enforcement**
21 **programs operated by private entities**

22 “(a) IN GENERAL.—

23 “(1) TREATMENT OF CERTAIN PRIVATE ENTI-
24 TIES.—Subject to paragraph (2), a private entity
25 shall be excluded from the definition of a debt col-



1 lector, pursuant to the exception provided in section
2 803(6), with respect to the operation by the entity
3 of a program described in paragraph (2)(A) under
4 a contract described in paragraph (2)(B).

5 “(2) CONDITIONS OF APPLICABILITY.—Para-
6 graph (1) shall apply if—

7 “(A) a State or district attorney estab-
8 lishes, within the jurisdiction of such State or
9 district attorney and with respect to alleged bad
10 check violations that do not involve a check de-
11 scribed in subsection (b), a pretrial diversion
12 program for alleged bad check offenders who
13 agree to participate voluntarily in such program
14 to avoid criminal prosecution;

15 “(B) a private entity, that is subject to an
16 administrative support services contract with a
17 State or district attorney and operates under
18 the direction, supervision, and control of such
19 State or district attorney, operates the pretrial
20 diversion program described in subparagraph
21 (A); and

22 “(C) in the course of performing duties
23 delegated to it by a State or district attorney
24 under the contract, the private entity referred
25 to in subparagraph (B)—



1 “(i) complies with the penal laws of
2 the State;

3 “(ii) conforms with the terms of the
4 contract and directives of the State or dis-
5 trict attorney;

6 “(iii) does not exercise independent
7 prosecutorial discretion;

8 “(iv) contacts any alleged offender re-
9 ferred to in subparagraph (A) for purposes
10 of participating in a program referred to in
11 such paragraph—

12 “(I) only as a result of any deter-
13 mination by the State or district at-
14 torney that probable cause of a bad
15 check violation under State penal law
16 exists, and that contact with the al-
17 leged offender for purposes of partici-
18 pation in the program is appropriate;
19 and

20 “(II) the alleged offender has
21 failed to pay the bad check after de-
22 mand for payment, pursuant to State
23 law, is made for payment of the check
24 amount;



1 “(v) includes as part of an initial writ-
2 ten communication with an alleged of-
3 fender a clear and conspicuous statement
4 that—

5 “(I) the alleged offender may dis-
6 pute the validity of any alleged bad
7 check violation;

8 “(II) where the alleged offender
9 knows, or has reasonable cause to be-
10 lieve, that the alleged bad check viola-
11 tion is the result of theft or forgery of
12 the check, identity theft, or other
13 fraud that is not the result of the con-
14 duct of the alleged offender, the al-
15 leged offender may file a crime report
16 with the appropriate law enforcement
17 agency; and

18 “(III) if the alleged offender noti-
19 fies the private entity or the district
20 attorney in writing, not later than 30
21 days after being contacted for the
22 first time pursuant to clause (iv), that
23 there is a dispute pursuant to this
24 subsection, before further restitution
25 efforts are pursued, the district attor-



1 ney or an employee of the district at-
2 torney authorized to make such a de-
3 termination makes a determination
4 that there is probable cause to believe
5 that a crime has been committed; and
6 “(vi) charges only fees in connection
7 with services under the contract that have
8 been authorized by the contract with the
9 State or district attorney.

10 “(b) CERTAIN CHECKS EXCLUDED.—A check is de-
11 scribed in this subsection if the check involves, or is subse-
12 quently found to involve—

13 “(1) a postdated check presented in connection
14 with a payday loan, or other similar transaction,
15 where the payee of the check knew that the issuer
16 had insufficient funds at the time the check was
17 made, drawn, or delivered;

18 “(2) a stop payment order where the issuer
19 acted in good faith and with reasonable cause in
20 stopping payment on the check;

21 “(3) a check dishonored because of an adjust-
22 ment to the issuer’s account by the financial institu-
23 tion holding such account without providing notice
24 to the person at the time the check was made,
25 drawn, or delivered;



1 “(4) a check for partial payment of a debt
2 where the payee had previously accepted partial pay-
3 ment for such debt;

4 “(5) a check issued by a person who was not
5 competent, or was not of legal age, to enter into a
6 legal contractual obligation at the time the check
7 was made, drawn, or delivered; or

8 “(6) a check issued to pay an obligation arising
9 from a transaction that was illegal in the jurisdiction
10 of the State or district attorney at the time the
11 check was made, drawn, or delivered.

12 “(c) DEFINITIONS.—For purposes of this section, the
13 following definitions shall apply:

14 “(1) STATE OR DISTRICT ATTORNEY.—The
15 term ‘State or district attorney’ means the chief
16 elected or appointed prosecuting attorney in a dis-
17 trict, county (as defined in section 2 of title 1,
18 United States Code), municipality, or comparable ju-
19 risdiction, including State attorneys general who act
20 as chief elected or appointed prosecuting attorneys
21 in a district, county (as so defined), municipality or
22 comparable jurisdiction, who may be referred to by
23 a variety of titles such as district attorneys, pros-
24 ecuting attorneys, commonwealth’s attorneys, solici-
25 tors, county attorneys, and state’s attorneys, and



1 who are responsible for the prosecution of State
2 crimes and violations of jurisdiction-specific local or-
3 dinances.

4 “(2) CHECK.—The term ‘check’ has the same
5 meaning as in section 3(6) of the Check Clearing for
6 the 21st Century Act.

7 “(3) BAD CHECK VIOLATION.—The term ‘bad
8 check violation’ means a violation of the applicable
9 State criminal law relating to the writing of dishon-
10 ored checks.”.

11 (b) CLERICAL AMENDMENT.—The table of sections
12 for the Fair Debt Collection Practices Act (15 U.S.C.
13 1692 et seq.) is amended—

14 (1) by redesignating the item relating to section
15 818 as section 819; and

16 (2) by inserting after the item relating to sec-
17 tion 817 the following new item:

“818. Exception for certain bad check enforcement programs operated by pri-
vate entities.”.

18 **SEC. 802. OTHER AMENDMENTS.**

19 (a) *LEGAL PLEADINGS.*—Section 809 of the Fair Debt
20 Collection Practices Act (15 U.S.C. 1692g) is amended by
21 adding at the end the following new subsection:

22 “(d) *LEGAL PLEADINGS.*—A communication in the
23 form of a formal pleading in a civil action shall not be



REQUEST FOR COUNCIL ACTION

Date: 10/10/2011
Item No.: 7.†

Department Approval

Timothy O'Neill

City Manager Approval

W. J. Mahinen

Item Description: Fire Department & Allina Hospitals and Clinics Data use Agreement

BACKGROUND

The Fire Department provides medical first response to the community more than 3,200 times annually. Roseville firefighters are trained to provide medical treatments, including medications, at the Advanced Emergency Medical Technician (EMT) level. Allina Medical Transportation, Roseville Fire Department, and the Coon Rapids Fire Department are interested in studying the effects of pre-arrival EMT interventions, with advanced skills, on the long term outcome of patients.

Allina Medical Transportation in cooperation with Allina Hospital & Clinics applied for and received a grant to study the pre-arrival impacts. As part of the study the Roseville Fire Department will be providing Allina with access to our medical records for the purpose of reviewing data related to the study. In conjunction with the release of data we will be entering into a data use agreement.

FINANCIAL IMPACTS

Allina will be reimbursing the fire department in the amount of \$2,000 for the time necessary to provide data related to the study.

STAFF RECOMMENDATION

Staff recommends council authorize the Fire Department to enter into a Data Use Agreement with Allina Hospitals and Clinics ("Allina Medical Transportation").

REQUESTED COUNCIL ACTION

Authorize the Fire Department to enter into a Data Use Agreement with Allina Hospitals and Clinics ("Allina Medical Transportation").

Prepared by: Timothy O'Neill, Fire Chief

REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 7.g

Department Approval

Timothy O'Neill

City Manager Approval

W. Mahinen

Item Description:

Adopt Resolution Providing for PERA Pension Benefits for Part-time Firefighters

BACKGROUND

The City of Roseville has established that effective June 13, 2011 all newly hired firefighters will be offered the retirement benefit plan "Part-time PERA". In accordance with requirements of the Public Employees Police and Fire plan a Council resolution including employee name and employee number must be approved for each non-fulltime firefighter requested to enter the plan. Therefore the Fire Department is requesting approval of the associated resolution.

FINANCIAL IMPACTS

The City will contribute the required "city contribution" amount as defined by PERA for the firefighter pension plan.

STAFF RECOMMENDATION

Staff recommends Council adopt the associated resolution providing Part-time PERA pension benefits.

REQUESTED COUNCIL ACTION

Adoption of Resolution requesting part-time firefighters Brad Stene #50291, Kevin Blanchard #50298, Bryan Sullivan #50299, Thomas Alexander #50269, Luke Mickelson #50286, Joshua Waylander #50309, Karl Strohmeier #50304, Rob Hinrichs #50307, Daniel Concha #50310, Christopher Rice #50305, Timothy Damrow #50308 and Michael Bierscheid #50306 be accepted as a member of the Public Employees Police and Fire plan effective the date of the employee's initial Police and fire Plan salary deduction by the City of Roseville.

Prepared by: Timothy O'Neill,

**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 ____th day of _____, 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 No.

Part-Time Firefighter PERA Declaration

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for a non-full-time fire fighter provided the fire service position regularly engages the employee in the hazards of fire fighting as an employee of a designated fire department.

BE IT RESOLVED that the Roseville City Council, of The City of Roseville, Minnesota hereby declares that the position of Part-time Firefighters, currently held by Brad Stene employee #50291; Kevin Blanchard – employee #50298; Bryan Sullivan – employee #50299; Thomas Alexander – employee # 50269; Luke Mickelson – employee #50286; Joshua Waylander – employee #50309; Karl Strohmeier – employee #50304; Rob Hinrichs – employee #50307; Daniel Concha – employee #50310; Christopher Rice – employee #50305; Timothy Damrow – employee #50308; Michael Bierscheid – employee #50306 is, for primary services provided, that of a firefighter engaged in the hazards of fire fighting.

BE IT FURTHER RESOLVED that this governing body hereby requests that the named employees be accepted as a member of the Public Employees Police and Fire Plan effective the date of the employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

46 The motion for the adoption of the foregoing resolution was duly seconded by Member
47 , and upon a vote being taken thereon, the following voted in favor thereof: , and
48 the following voted against the same: .

49

50 WHEREUPON said resolution was declared duly passed and adopted.

51

52 *Resolution: Part-time Firefighter PERA Declaration*
53

54
55 STATE OF MINNESOTA)
56) ss
57 COUNTY OF RAMSEY)
58

59
60 I, the undersigned, being the duly qualified City Manager of the City of Roseville,
61 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared
62 the attached and foregoing extract of minutes of a regular meeting of said City Council
63 held on the 10th day of October, 2011 with the original thereof on file in my office.
64

65 WITNESS MY HAND officially as such Manager this 10th day of October, 2011.
66
67
68

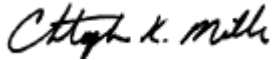
69
70 _____
71 William J. Malinen, City Manager
72

73 (Seal)
74
75

REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 7.h

Department Approval



City Manager Approval



Item Description: Establish a Public Hearing to Amend the City's Redevelopment Plan and Industrial Development District # 1 Plan in Conjunction with the Sale of Bonds to Finance the Construction of a new Fire Station and Park Improvements

BACKGROUND

At the September 12, 2011 City Council meeting, the Council authorized the City to initiate the process of securing bond financing for the purpose of building a new fire station. The Council had previously authorized moving forward with bond financing for the purposes of funding park improvements.

After reviewing the available bond financing options it was determined that the most cost-effective approach was to issue bonds under the City's Port Authority. The City's Port Authority was established in 1987 by special legislation. It is not known if the City ever exercised its powers under the Authority, but State Statute clearly allows the Authority to issue general obligation bonds under certain circumstances.

According to the City's Bond Counsel, the authorization to issue bonds for the purposes stated above is linked to the establishment of the City's Redevelopment Plan and Industrial Development District #1 Plan. These Plans were created in 1990 and modified in 1991 to encompass the entire City. They were enacted to guide future redevelopment activities including public facilities and amenities.

The City's Bond Counsel believes the existing language within these Plans satisfies the requirements necessary to issue fire station bonds under the City's Port Authority. However, to ensure the City's intent with regard to funding a new fire station and the proposed park improvements is clearly communicated, it is suggested that these Plans be amended. Once the Plans are amended, the City Council will be asked to authorize the issuance of the bonds under the City's Port Authority.

To maximize the marketability of the bonds while preserving the lowest possible borrowing rate, it is recommended that the City issue no more than \$10 million in bonds per year. By doing so, the bonds will be considered under IRS Regulations to be 'bank qualified'. This means that smaller, local banks will be able to bid on the bonds which should effectively drive the interest rates down – by an expected 0.25%. This translates to an overall savings of approximately \$900,000 in borrowing costs on the proposed bonds.

29 Based on this approach, it is suggested that the Council consider the following tentative timeline:
30

31 **Bond Sale Timeline (tentative)**
32

33	October, 2011	Authorize the sale of \$10 million in bonds (\$8 million for the fire station and
34		\$2 million for parks)
35	November, 2011	Date of sale for \$10 million
36		
37	April, 2012	Authorize the sale of \$10 million in bonds for parks
38	May, 2012	Date of sale for \$10 million
39		
40	December, 2012	Authorize the sale of \$7 million in bonds for parks
41	January, 2013	Date of sale for \$7 million
42		

43 Based on this timeline, all \$27 million of the proposed financing package will be completed or in process by
44 the end of 2012, yet the City will still ensure that the bonds will remain ‘bank qualified’.
45

46 **POLICY OBJECTIVE**

47 The issuance of bonds to finance the construction of a new fire station and park improvements is consistent
48 with the goals established by Imagine Roseville 2025, and prior Council directives.

49 **FINANCIAL IMPACTS**

50 An \$8 million bond for the Fire Station is expected to have an annual impact of approximately \$36, or \$3
51 per month for a typical home. The annual debt service would be approximately \$735,000.
52

53 A \$19 million (overall) bond for Park Improvements is expected to have an annual impact of approximately
54 \$70, or \$6 per month for a typical home. The annual debt service would be approximately \$1,430,000.

55 **STAFF RECOMMENDATION**

56 Staff recommends the Council approve the attached resolution calling for a public hearing to consider
57 amending the City’s Redevelopment Plan and Industrial Development District # 1 Plan in, conjunction with
58 the sale of bonds to finance the construction of a new fire station and park improvements.

59 **REQUESTED COUNCIL ACTION**

60 Approve the attached resolution setting a public hearing date for Monday, October 24, 2011 to consider
61 amending the City’s Redevelopment Plan and Industrial Development District # 1 Plan in, conjunction with
62 the sale of bonds to finance the construction of a new fire station and park improvements.
63

64 Prepared by: Chris Miller, Finance Director
Attachments: A: Resolution setting the public hearing date of October 24, 2011 to consider amending the City’s
Redevelopment Plan and Industrial Development District #1 Plan, in conjunction with the sale of bonds
finance the construction of a new fire station and park improvements.
B: Amended Redevelopment Plan and Industrial Development District #1 Plan
65

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
ROSEVILLE, MINNESOTA

HELD: October 10, 2011

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, Ramsey County, Minnesota, was duly called and held at the City Hall on Monday, the 10th day of October, 2011 at 6:00 p.m.

The following Councilmembers were present:

and the following were absent:

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION CALLING FOR A PUBLIC HEARING ON THE
PROPOSED ADOPTION OF A MODIFIED REDEVELOPMENT PLAN
AND INDUSTRIAL DEVELOPMENT DISTRICT NO. 1 PLAN FOR
REDEVELOPMENT PROJECT AREA AND INDUSTRIAL
DEVELOPMENT DISTRICT NO. 1

1. Recitals.

(a) The City of Roseville has the powers described in Minnesota Statutes, Section 469.082, including the powers of a housing and redevelopment authority under Minnesota Statutes, Sections 469.001 through 469.047, and the powers of a port authority pursuant to Minnesota Statutes, Section 469.048 through 469.068; and

(b) The City established a Redevelopment Project Area and Industrial Development District No. 1 (the "Redevelopment Project Area") and adopted a Redevelopment Project Area and Industrial Development District No. 1 Plan (the "Plan") for the Redevelopment Project Area; all pursuant to and in conformity with applicable law; and.

(c) The City proposes to amend the Plan to reflect additional projects and goals within the Project Area.

NOW THEREFORE, BE IT RESOLVED by the City Council (the "Council") of the City of Roseville, Minnesota (the "City"), as follows:

2. Public Hearing. This Council shall meet on Monday, October 24, 2011, at 6:00 p.m., to hold a public hearing on the proposed adoption of a modified Redevelopment Project Area and Industrial Development District No. 1 Plan, pursuant to and in accordance with Minnesota Statutes, Section 469.028, as amended.

101 3. Notice of Hearing; Filing of Plan. The City Manager is hereby authorized to cause a
102 notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published once not
103 less than 10 nor more than 30 days prior to the hearing and is authorized to place a copy of the
104 proposed Modified Redevelopment Plan and Industrial Development District No. 1 Plan on file in the
105 City Manager's Office at City Hall and to make such copies available for inspection by the public.

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

108 and the following voted against the same:

109 Whereupon said resolution was declared duly passed and adopted by the City Council of the
110 City of Roseville, Minnesota on October 10, 2011.

111

112 STATE OF MINNESOTA)
113) SS.
114 COUNTY OF RAMSEY)

115 I, the undersigned, being the duly qualified and acting Manager of the City of Roseville,
116 Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of an extract
117 of minutes of a meeting of the City Council of the City of Roseville, Minnesota, duly called and held on
118 October 10, 2011, as such minutes relate to the calling of a public hearing on the proposed adoption of
119 a Modified Redevelopment Plan and Industrial Development District No. 1 Plan.

120 _____
121 William J. Malinen, City Manager
122 (SEAL)

EXHIBIT A
CITY OF ROSEVILLE
COUNTY OF RAMSEY
STATE OF MINNESOTA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Roseville, Ramsey County, Minnesota, will hold a public hearing on Monday, October 24, 2011 at 6:00 p.m., at City Hall, 2660 Civic Center Drive, Roseville, Minnesota, relating to the proposed adoption of a modified Redevelopment Plan and Industrial Development District No. 1 Plan for Redevelopment Project Area and Industrial Development District No. 1 within the City, pursuant to Minnesota Statutes, Section 469.028, as amended. Copies of the Redevelopment Plan and Industrial Development District No. 1 Plan as proposed to be adopted will be on file and available for public inspection at the office of the City Manager at City Hall.

All interested persons may appear at the hearing and present their views orally or in writing.

BY ORDER OF THE CITY COUNCIL

/s/ William Malinen
City Manager

143 THE CITY OF ROSEVILLE
144 MODIFICATIONS TO THE CITY'S
145 DEVELOPMENT PROGRAM,
146 FOR DEVELOPMENT DISTRICT NO. 1
147 Dated: October 24, 2011 ~~September 23, 1991~~

148 The City of Roseville has heretofore adopted a Development Program for Development District
149 No. 1 and has from time to time adopted modifications to the Development Program.

150 The City as of this date determines to modify ~~enlarge the boundaries of~~ Development District
151 No. 1. ~~to encompass the area described on Exhibit A, attached hereto.~~

The City does not intend to modify any of the terms of the City's Development Program as previously modified except to incorporate by reference in the Development Program, the "Redevelopment Plan Objectives" and "Project Activities" contained in the Modifications to the Redevelopment Project Area and Industrial Development District No. 1 Plan, dated October 24, 2011 ~~September 23, 1991~~.

MODIFICATIONS TO THE
REDEVELOPMENT PROJECT AREA AND
INDUSTRIAL DEVELOPMENT DISTRICT NO. 1 PLAN
DATED: October 24, 2011 ~~September 23, 1991~~

INTRODUCTION

Background

The City of Roseville is proposing to modify ~~enlarge~~ Redevelopment Project Area and Industrial Development District No. 1 in order to specifically include public safety facilities and park system improvements. This modification follows the modification made in 1991 to assist single-family and multifamily residential property rehabilitation. ~~assist single family and multifamily residential property rehabilitation to bring properties not in conformance with City building codes up to conformance with City building codes and to provide rehabilitation improvements to single family homes in accordance with MHFA guidelines in order to prevent the emergence of blight. The City initially intends to loan to single family property owners an aggregate amount of \$250,000 for this purpose. Through these actions the City will prevent the causes of blight, thus protecting the health, safety and welfare of the community.~~

Summary

The City is seeking to modify ~~enlarge~~ Redevelopment Project Area and Industrial Development District No. 1 Plan to fulfill the public purpose objectives of prevention of the causes of blight and to protect the health, safety and welfare of the community. ~~To accomplish these objectives it is anticipated that tax increment revenue will be used for this purpose.~~

DEFINITIONS

For the purposes of clarity, the following terms defined in this Plan shall have the following meanings given to them.

Blighted Area means any area with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light, and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.

Development means those developments and redevelopments described in this Plan in connection with which the City intends to incur public redevelopment costs as described in the Plan, the purpose of which is for the proposed construction of public infrastructure improvements, public facilities, redevelopment to prevent the causes of blight and economic development to create jobs and enhance the tax base.

Housing Project means any work or undertaking to provide decent, safe, and sanitary dwellings for persons of low income and their families. Such work or undertaking may include acquisition or provision of buildings, land, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, streets, sewers, water service, utilities, site preparation, landscaping, administrative, community, health, recreational, welfare, or other purposes. "Housing

189 project" also includes the planning of the buildings and improvements, the acquisition of property, the
190 demolition or removal of existing structures, the construction, reconstruction, alteration, and repair of
191 the improvements and all other work in connection therewith.

192 Housing Development Project means any work or undertaking to provide housing for persons of
193 moderate income and their families. This work or undertaking may include the planning of building
194 and improvements, the acquisition of real property which may be needed immediately or in the future
195 for housing purposes, the construction, reconstruction, alteration and repair of new or existing buildings
196 and the provisions of all equipment, facilities and other real or personal property for necessary,
197 convenient or desirable appurtenances, streets, sewers, water service, utilities, site preparation,
198 landscaping, administrative, community health, recreation or welfare or other purposes.

199 Plan means the City of Roseville Redevelopment Project Area and Industrial Development
200 District No. 1 Plan prepared, and amended pursuant to the provisions of Minnesota Statutes, Sections
201 469.001 to 469.047 and Section 469.058 which provides an outline for the development or
202 redevelopment of the area and is sufficiently complete (1) to indicate its relationship to definite local
203 objectives as to appropriate land uses; and (2) to indicate general land uses and general standards of
204 development or redevelopment.

205 Project is an "Industrial Development District" as described in Minnesota Statutes, Section
206 469.058, Subdivision 1, and a "Redevelopment Project" or a "Housing Project" or a "Housing
207 Redevelopment Project" as defined in Minnesota Statutes, Section 469.002, Subdivision 14, and means
208 any work or undertaking to establish a system of industrial developments and:

209 (1) to acquire blighted area and other real property for the purpose of removing, preventing, or
210 reducing blight, blighting factors, or the causes of blight;

211 (2) to clear any areas acquired and install, construct or reconstruct streets, utilities, and site
212 improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plan;

213 (3) to sell or lease land so acquired for uses in accordance with the Redevelopment Plan;

214 (4) to prepare a Redevelopment Plan, and to incur initiation, planning, survey and other
215 administrative costs of a Redevelopment Project, and to prepare technical and financial plans and
216 arrangements for buildings, structures, and improvements and all other work in connection therewith;
217 or

218 (5) to conduct an urban renewal project. The term "urban renewal project" may include
219 undertakings and activities for the elimination or for the prevention of the development or spread of
220 slums or blighted or deteriorating areas and may involve any work or undertaking for the purpose
221 constituting a redevelopment project or any rehabilitation or conservation work. For this purpose,
222 "rehabilitation or conservation work" may include (i) carrying out plans for a program of voluntary or
223 compulsory repair and rehabilitation of buildings or other improvements; (ii) acquisition of real
224 property and demolition, removal, or rehabilitation of buildings and improvements thereon where
225 necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic
226 hazards, eliminate obsolete or other uses detrimental to the public welfare, or to otherwise remove or
227 prevent the spread of blight or deterioration, to promote historic and architectural preservation, or to
228 provide land for needed public facilities; (iii) installation, construction, or reconstruction of streets,
229 utilities, parks, playgrounds, and other improvements necessary for carrying out the objectives of the
230 urban renewal project; (iv) the disposition, for uses in accordance with the objectives of the urban

231 renewal project, of any property or part thereof acquired in the area of the project; provided that the
232 dispositions shall be in the manner prescribed in Sections 469.001 to 469.047 for the disposition of
233 property in a redevelopment project area; (v) relocation within or outside the project area of structures
234 that will be restored and maintained for architectural or historic purposes; (vi) restoration of acquired
235 properties of historic or architectural value; and (vii) construction of foundations and platforms
236 necessary for the provision of air rights sites.

237 The term "Redevelopment Project" also means a redevelopment project initiated as then
238 provided by law and approved by the governing body of the City prior to July 1, 1951 as prescribed by
239 Minnesota Statutes 1949, Section 462.521.

240 The term "industrial developments" means any undertaking that promotes an economic
241 development purpose set forth in Minnesota Statutes, Sections 469.152 through 469.1651.

242 Project Area means that area described in this Plan in which the City intends to undertake
243 Projects.

244 ~~Tax Increment Financing District or District means a contiguous or noncontiguous geographic~~
245 ~~area within a project delineated in the tax increment district financing plan, as provided by Minnesota~~
246 ~~Statutes, Section 469.175, Subdivision 1, for the purpose of financing redevelopment, renewal and~~
247 ~~renovation, mined underground space development, soils condition, housing, or economic development~~
248 ~~of municipalities through the use of tax increment generated from the captured tax capacity in the tax~~
249 ~~increment financing district.~~

250 **REDEVELOPMENT PROJECT AREA AND INDUSTRIAL DEVELOPMENT DISTRICT NO.** 251 **1**

252 Policy

253 It is hereby declared to be the policy of the City to protect and promote the welfare of the
254 citizens of the City by employing all means necessary and appropriate to satisfy the foregoing needs:
255 (1) the acquisition and rehabilitation of property; and (2) the provision of infrastructure and other
256 public improvements and public facilities to promote redevelopment, economic development and the
257 creation of employment opportunities. The Redevelopment Project Area and Industrial Development
258 District No. 1 Plan provides a legal basis to consider implementation of a viable financing mechanism
259 that funds the public redevelopment cost, as defined in Minnesota Statutes, Section 469.033,
260 Subdivision 1, of the Development and the cost of redevelopment of the Development pursuant to
261 Minnesota Statutes, Sections 469.048 to 469.068, (collectively "Development Costs"), which in turn
262 enables redevelopment of property to prevent the causes of blight and affords opportunities for
263 economic development and job creation.

264 The Plan enunciates the legal authority for the involvement of the City in the development and
265 redevelopment process. In addition to being a guide for the physical development and the continual
266 management of the Development and Project, the Plan offers an opportunity to coordinate Project Area
267 improvements with the Comprehensive Plan and other county, regional, state and national goals and
268 objectives.

269

270 Statutory Authority

271 The City of Roseville has granted to it under the provisions of Minnesota Statutes, Chapter 469
272 the power to undertake Projects. By undertaking a Project in connection with a Development, the City
273 has the ability to provide the Development with financial assistance which will fund a portion of
274 redevelopment costs, thus making the Development financially feasible.

275 Description of Redevelopment Project Area and Industrial Development District No. 1

276
277 The ~~area to be included in~~ Redevelopment Project Area and Industrial Development District No.
278 1, as enlarged (collectively the "Project Area") is described on Exhibit A attached hereto. The City is
279 not enlarging the Project Area.

280 Development Proposals

281 Within the Project Area the City intends to provide for public safety facilities, parkland
282 acquisition and park system improvements, and pathway acquisitions and improvements ~~loan single~~
283 ~~family and multifamily residential rental property owners monies to bring their properties up to~~
284 ~~applicable City building codes and to provide rehabilitation improvement loans to single family and~~
285 ~~multifamily residential rental property owners within MHFA guidelines. The City intends to use~~
286 ~~available tax increment revenues for this purpose.~~

287
288 Redevelopment Plan Objectives

289
290 The City seeks to achieve the following objectives through this Plan:

- 291 1. Improve the financial base of the City.
- 292 2. Provide maximum opportunity, consistent with the needs of the City for development by
293 private enterprise.
- 294 3. Provide increased employment opportunities.
- 295 4. Encourage the retention and expansion of existing intensive businesses.
- 296 5. Preserve and encourage the rehabilitation and/or expansion of structures within the
297 Project Area.
- 298 6. Achieve a high level of design and landscaping quality to enhance the physical
299 environment.
- 300 7. Create effective buffers, screens, and/or transitions between residential and non-
301 residential uses to minimize the potential blighting effects of divergent land uses.
- 302 8. Provide recreational opportunities, and provide public safety facilities for residents of
303 the City.
- 304 9. Acquire land or space which is vacant, unused, underused, or inappropriately used.

305

10. Acquire property containing structurally substandard buildings and remove structurally substandard buildings for which rehabilitation is not feasible.
11. Eliminate blighting influences which impede potential development.
12. Eliminate or correct physical deterrents to the development of land.
13. Provide adequate roads, sidewalks and other public improvements to enhance the area for new development.
14. Coordinate elements of the City's Comprehensive Plan with these project objectives.
15. Provide maximum opportunity, consistent with the needs of the City, for development by private enterprise.

Project Activities

The City envisions the development of the Project Area in accordance with the Comprehensive Plan for the City, the zoning and subdivision ordinances and this Plan. Development proposals which are submitted will be reviewed to determine conformance with the above plans and regulations.

Minnesota Statutes, Section 469.012, and Sections 469.048 through 469.068, grants the City a broad array of powers to undertake a Project. The City will perform all Project activities pursuant to the statute and in doing so anticipates that the following activities may be undertaken:

1. Acquisition/Clearance/Redevelopment/Rehabilitation.

The City may acquire and clear property for the development and redevelopment of public projects or public improvements. The City may acquire property for the development of private projects including rehabilitation. The City may assist in rehabilitation of buildings when necessary to prevent blighting conditions or the prevention of blight. Land acquisition will be completed within the requirements of the Uniform Acquisition and Relocation Act.

2. Site preparation and construction of buildings.

Properties acquired by the City may be prepared for development and redevelopment, including street, curb, gutter, bituminous, flood prevention improvements, subsoil correction, and the establishment of greenways, walkways and common access corridors. In addition, the City may choose to construct new facilities.

3. Vacation of public land and easements/Dedication of new rights-of-way.

When public land easements no longer serve a public purpose, the land or the easements may be vacated for development by the City or private developer. In addition, to promote new development or enhance the general safety and welfare of the community, new rights-of-way may be dedicated.

4. Incentives for commercial/industrial expansion and development.

The City may provide financial incentives and other forms of public assistance for the retention, development and/or expansion of commercial business and industry. The provision of these forms of public assistance may be financed through tax increment and other revenues.

341 5. Public Improvements.

342 The City may construct public improvements facilities such as streets, traffic signals, sanitary
343 sewer, storm drainage, including the separation of storm and sanitary sewers, waterlines, parking, parks
344 and open space, public attraction centers, and public safety facilities ~~other such facilities~~ as it deems
345 necessary and desirable for the implementation of a Project.

346 6. Maintenance.

347 Maintenance of improvements undertaken by the City may include the improvement of public
348 lighting, streetscaping, parking, signs, traffic control devices, pedestrian improvements and other
349 improvements listed in paragraph 5 above.

350 7. Administration.

351 The City will administer the improvements contemplated by this modified Plan. ~~With respect to~~
352 ~~the single family rehabilitation program, the City intends to utilize First Star Bank to administer the~~
353 ~~loan program. The City will enter into an agreement with First Star Bank relating to the administration~~
354 ~~of this rehabilitation loan program.~~

355 Findings of Public Purpose

356
357 It is hereby determined by the City that the proposed modifications are considered necessary to
358 maintain core public services consistent with the goals and objectives outlined in the Imagine Roseville
359 2025 process as well as established City Council priorities. It is further determined that the proposed
360 facilities and improvements are primarily for the purpose of replacing existing facilities, infrastructure
361 and amenities. ~~single family and multifamily residential property rehabilitation loan program meets~~
362 ~~public purpose objectives. The findings and basis for this determination are as follows:~~

- 363 1. ~~Rehabilitation of the single family and multifamily residential properties that are not in~~
364 ~~conformance with City building codes or are in need of rehabilitation will and in the~~
365 ~~prevention and elimination of blight and maintain the existing housing stock of the City.~~

366
367 Project Financing

368 The City proposes to utilize its Port Authority and the powers granted to it by the State
369 Legislature to issue general obligation bonds to provide for the proposed public safety facilities and
370 park system improvements as defined above. ~~For the City to undertake in assisting a Development, the~~
371 ~~use of tax increment financing may be considered. In this instance, it is the intent of the City to utilize~~
372 ~~tax increment revenues to initially fund the rehabilitation loan program. The budget for Tax Increment~~
373 ~~Financing Districts Nos. 1 through 12 has been amended to provide for the initial funding of this~~
374 ~~rehabilitation loan program.~~

377



REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 7.1

Department Approval



City Manager Approval



Item Description: Renewal of Ramsey County GIS User Group Joint Powers Agreement

BACKGROUND

The Ramsey County User Group is an alliance formed in 1995 between public agencies interested in utilizing geographic information systems (GIS) data that has been created by the agencies and maintained by Ramsey County. The Ramsey County GIS Users Group is seeking the renewal of its Joint Powers Agreement for the three-year period 2012-2015. Previous agreements have been approved by Council at the July 28, 1997, January 10, 2000, September 15, 2003, November 11, 2005 and August 22, 2008 meetings. The new agreement contains only slight modifications from the previous agreement, which mostly includes dates and statute number updates.

POLICY OBJECTIVE

The joint powers agreement allows each member organization adds its own unique data to that supplied by the County as part of the agreement to create a rich and powerful tool to assist in organizational decision-making and day-to-day operations. The Users Group is seen as a model in the metropolitan area in how units of government can work in collaboration to effectively exchange and utilize GIS data, services and knowledge.

FINANCIAL IMPACTS

The annual fees for Ramsey County city members are based on population. The proposed 2011 fees for Roseville were \$3,393. There is no significant change to this amount proposed for 2012. As a member of the Users Group, Roseville has access to monthly updates to Ramsey County GIS data and is provided physical features and aerial photography updates. Working together through the Users Group allows the Ramsey County city members significant cost savings in maintaining and purchasing of essential GIS data.

STAFF RECOMMENDATION

The City Attorney has reviewed the agreement and staff recommends the Joint Powers Agreement be approved to enable the City to continue to participate as a member of the Ramsey County GIS Users Group.

REQUESTED COUNCIL ACTION

Motion approving the revised Ramsey County GIS User Group Joint Powers Agreement.

Prepared by: Jolinda Stapleton, GIS Coordinator
Attachments: A: GIS User Group Joint Powers Agreement

JOINT POWERS AGREEMENT

AMONG

MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

ARTICLE I. INTENT OF THIS AGREEMENT

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

ARTICLE II. DEFINITIONS

Section 1. **Members** means those Governmental Units that have executed this Joint Powers Agreement and have paid fees as provided in Article X.

Section 2. **Governmental Unit** has the meaning set forth in Minnesota Statutes §471.59.

Section 3. **Users Group** means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE

Section 1. There is hereby created a GIS Board of Directors (Board).

Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.

Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).

Section 4. The Officers will be elected annually by the Board.

Section 5. The Officers shall serve on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.

Section 7. Decisions of the Board will be made by a majority of the quorum.

ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The organizational meeting shall include: the election of officers; the adoption of by-laws and other

procedures governing the conduct of its meetings and its business as it deems appropriate; the adoption of the Users Group Budget; review of the operating procedures within this Agreement.

Section 3. The Board shall approve and adopt the formula for the distribution of costs associated with access to Ramsey County GIS data and the updating of physical features. This formula shall be reviewed annually by the Board.

Section 4. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities.

Section 5. The Chair presides at meetings of the Board. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 9. The Board may:

(i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;

(ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;

(iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;

(iv) Purchase, hold, or dispose of real and personal property;

(v) Contract for space, commodities or personal services with a Member or group of Members;

(vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;

(vii) Appoint a fiscal agent.

ARTICLE V. NEW MEMBERS

Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.

74 Section 3. New Members will pay the current one-time membership fee and the data exchange fee due for the year
75 in which the new Member is joining, as set by the Board pursuant to Article IV, Section 3, as calculated by the
76 current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

77
78 **ARTICLE VI. GIS DATA TO BE SUPPLIED BY RAMSEY COUNTY**

79 Section 1. It is the intent of this Agreement that the Users Group will negotiate an agreement with Ramsey County
80 for the exchange of County GIS Data with Members at a preferential fee structure. A component of the fees will
81 apply to the maintenance of digital physical features from aerial photography captured.

82 Section 2. The GIS Data should consist of the following components generated and maintained by the County:

83 (i) The Ramsey County Digital Base Map;

84 (ii) The Ramsey County Attribute Data Base;

85 (iii) The Physical Features File.

86 Section 3. The Board will negotiate on behalf of the Members for the cost and method of access to this data. Prior to
87 each payment to Ramsey County, the Board shall determine whether it is satisfied with the content, accuracy, and
88 timeliness of the data provided to date and make a determination if further payment shall be made.

89
90 **ARTICLE VII. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT**

91 Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the
92 requesting party's own use where that GIS data has been in some way derived and/or developed from the County
93 GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County.
94 Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created
95 and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to
96 exchange any building permit data requested by Ramsey County for the identification of future physical feature data
97 base updates.

98 Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary
99 relating to supply of GIS data generated by a Member.

100 Section 3. Any costs associated with a Member supplying data to Ramsey County or to any other Member shall be for
101 access and delivery of that data only and not for any costs associated with the development of that data.

102
103 **ARTICLE VIII. DATA ACCESS AND USAGE**

104 Section 1. All Members shall have equal rights to access Ramsey County GIS Data.

105 Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third
106 party agencies. However, a Member may allow use of the original data by a third party for specific contracted
107 purposes.

108 Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this
109 Agreement, may be sold or exchanged to a third party.

Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE IX. DATA SECURITY

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

ARTICLE X. FINANCIAL MATTERS

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership fees. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Membership Fee: New Members shall pay a one-time membership fee of \$500 to the Users Group for the calendar year in which they are accepted into the User Group. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members.

Section 5. Data Access and Physical Features Maintenance Fee: Members shall commit to payment of data access and physical features maintenance fees, except where limited by State Statutes. Ramsey County will charge the Users Group for unlimited access to the Ramsey County GIS Data. This fee will be paid to Ramsey County by the Users Group on behalf of the Members. The amount to be paid by each will be determined by the Board.

Section 6. Special Projects Assessments: Members who wish to enter into special projects and consultations shall present proposals to the Board for review. Examples of special projects could be cooperative training or consortium purchase of software. Upon approval by the Board, those Members who are part of the project will be assessed to meet the cost of the project.

Section 7. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

ARTICLE XI. TERM

Section 1. The Term of this Agreement is January 1, 2012, through December 31, 2014.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2014 and be agreed upon and signed on or before December 31, 2014.

148

ARTICLE XII. TERMINATION

149 Each Member shall have the right to terminate its membership and participation in the Users Group by formal
150 resolution of the Member's organization and communicated to the Board in writing. However, the Member is still
151 obligated to its financial commitments for the year during which termination of membership occurs.

152 These commitments include:

153 (i) Any balance of the Data Access/Physical Features Maintenance Fee. This commitment applies to all Members;

154 (ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered
155 into any special project agreement(s).

156 Termination of membership prior to expiration of the Agreement shall make the Governmental Unit ineligible to re-
157 join the User Group during the Term of this Agreement.

158

159

ARTICLE XIII. DISSOLUTION

160 Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is
161 mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the
162 required number of Members requesting dissolution.

163 Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution
164 and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of
165 this Agreement and law.

166 Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group
167 will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If
168 those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid
169 by the then existing Members in direct proportion to their cumulative annual contributions.

170

171

ARTICLE XIV. ACCESS TO DOCUMENTS

172 Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member
173 organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and
174 practices of the Users Group relating to this Agreement.

175

176

ARTICLE XV. HOLD HARMLESS

177 Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims,
178 demands, actions or causes of action, including reasonable attorneys fees, against or incurred by such other
179 Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or
180 omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of
181 or with relation to any of the work or services provided by Members under the terms of this Agreement.

182 Section 2. Nothing in this Agreement shall constitute a waiver by any Member, the Users Group of any limitation of
183 liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on
184 liability.

Section3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

ARTICLE XVI. EQUAL EMPLOYMENT OPPORTUNITY

The Members and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

ARTICLE XVII. DATA PRACTICES

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this ____ day of _____, _____.

ORGANIZATION: City of Roseville

Approved:

By: _____

(Mayor / Chair / President)

By: _____

(City Manager / Administrator)

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name: Jolinda Stapleton

Phone: 651-792-7044

Email: Jolinda.Stapleton@ci.roseville.mn.us

217 ALTERNATE DIRECTOR (IF APPLICABLE):

218 Name: Joel Koepp

219 Phone: 651-792-7085

220 Email: Joel.Koepp@ci.roseville.mn.us

221

222 By: _____

223 (Chair of Users Group)

224

REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 7.j

Department Approval



City Manager Approval



Item Description: Approve 1835 Chatsworth Encroachment Agreement

BACKGROUND

Tyler Sventek is the owner of the historical home at 1835 Chatsworth Street N. The home was constructed in 1884, 68 years before the right- of- way for Chatsworth Street was dedicated in 1952. The steps into the home encroach into the right- of- way 1.3 feet. The owner is seeking approval to reconstruct the steps in their current location. Upon reviewing the location of the steps staff has determined that it will not interfere with the current operation and maintenance of the public right- of- way. The property owner received a variance in August to construct a roof to shelter the front entry of his home; the roof structure would extend to the front property line, and not encroach into the right- of- way.

We have drafted an encroachment agreement with the property owner for a “private facility” encroaching on the city right- of- way.

POLICY OBJECTIVE

The agreement indemnifies the City from any damages to the property owner’s property due to the regular use of the public right- of- way. It also requires the property owners to assume responsibility for the cost of reconstruction of the steps should the City need to work in the right- of- way or use the full width of the Chatsworth Street right- of- way.

FINANCIAL IMPACTS

There is no public financial participation requested.

REQUESTED COUNCIL ACTION

Motion approving 1835 Chatsworth Street N Encroachment Agreement.

Prepared by: Debra Bloom, City Engineer
Attachments: A: Encroachment Agreement

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2011, by and between the City of Roseville, a Minnesota municipal corporation ("City"); and Tyler B. Sventek (the "Owner"), a single person.

1. **BACKGROUND.** The Owner is the fee owner of certain real property located in the City of Roseville, County of Ramsey, State of Minnesota, legally described as follows:

The east half of Lot 1, Block 1, ED BOSSARD ADDITION PLAT NO. 1, Ramsey County, Minnesota, EXCEPTING therefrom the north 213.00 feet thereof.

Hereinafter called "Subject property".

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves an encroachment on its Chatsworth Street right- of- way adjacent to the Subject Property for the maintenance of a stoop. The location of the encroachment is shown on the attached Exhibit A. The City reserves the right to the future use of the full width of right- of- way for street, sidewalk or utility construction.
3. **ACCESS.** The City maintains the right to have full access and use of the right- of- way.
4. **DEFEND, INDEMNIFY, AND HOLD HARMLESS.** In consideration of being allowed to encroach on the City's right- of- way, the Owner, its successors, heirs, and assigns, hereby agree to defend, indemnify, and hold the City harmless from any damages caused to the stoop or house, by the City or its agents in accessing the right of way in serving, repairing, installing, or replacing the existing sewer lines, future utilities, or other uses of the right- of- way area. The Owner is responsible for relocation or repairing the stoop or house after the City or its agents service, repair, install, or replace the existing sewer lines, future utilities or other uses of the right- of- way area.
5. **TERMINATION OF AGREEMENT.** Except as hereafter provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto and shall run with the land. The City may, at its sole discretion, terminate this Agreement at any time by giving the then fee

1 simple owner ("Property Owner") of the subject property thirty (30) days advance written
2 notice. The Property Owner shall remove the sign prior to the effective date of the
3 termination of this Agreement. If the Property Owner fails to do so, the City may remove the
4 fence without payment of any costs, for any reason, to the then Property Owner.
5

6 6. **RECORDING.** This Agreement shall be recorded against the title to the Subject Property.
7

8 PROPERTY OWNER
9

10
11 BY: _____
12 Owner
13
14
15

16 STATE OF MINNESOTA)
17) SS
18 COUNTY OF RAMSEY)
19

20 The foregoing instrument was acknowledged before me this ____ day of _____,
21 2011, by _____.
22
23
24

25 _____
26 Notary Public
27
28

CITY OF ROSEVILLE

BY: _____
Daniel J Roe, Mayor

AND: _____
William J. Malinen, City Manager

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledge before me this __ day of _____,
2011, by Daniel J. Roe and by William J Malinen, respectively the Mayor and City Manager of
the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation and
pursuant to the authority granted by its City Council.

Notary Public

This instrument drafted by:
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
651-792-7000

REQUEST FOR COUNCIL ACTION

DATE: **10/10/2011**
ITEM NO: **7 . K**

Department Approval:



City Manager Approval:



Item Description: **Approval of Fees for Newly Required Permit Applications**

1.0 REVIEW OF REQUEST

1.1 As a component of the newly adopted Zoning Ordinance, there were a few new processes and/or regulations created, as well as a few processes that were revised, broadened and/or tightened-up.

1.2 Over the past couple of months, the Planning Division has been developing the necessary and appropriate permit applications to correspond to these changes. These applications include Annual Outdoor Storage and Display, Seasonal Outdoor Sales, Temporary Event, and Accessory Dwelling Unit.

1.3 The fees for the Annual Outdoor Storage and Display, Seasonal Outdoor Sales, and Temporary Event applications have been kept nominal in an effort to to have individuals and businesses apply for the corresponding permit. The Annual Outdoor Storage and Display and Seasonal Outdoor Sales permits has a \$50 fee, while the Temporary Event permit has a \$25 fee.

1.4 The Planning Division has established the fee for the Accessory Dwelling Unit application at \$100 due to the process requiring slightly more staff time, mailings, and an administrative hearing process.

2.0 SUGGESTED CITY COUNCIL ACTION

ADOPT A RESOLUTION APPROVING the addition of these applications to the Community Development Department and their associated fees to the Annual Fee Schedule.

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

Attachments: A: Resolution

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 10th day of October 2011 at 6:00 p.m.

The following Members were present: _____;

and _____ were absent.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING NEW APPLICATIONS AND CORRESPONDING FEES FOR ANNUAL OUTDOOR STORAGE AND DISPLAY, SEASONAL OUTDOOR SALES, SEASONAL OUTDOOR SALES, AND ACCESSORY DWELLING UNITS

WHEREAS, the City adopted a new zoning ordinance in December 2010 that created specific and/or revised requirements/processes for Annual Outdoor Storage and Display, Seasonal Outdoor Sales, and Temporary Event permits; and

WHEREAS, the permits for receiving approval of a Annual Outdoor Storage and Display, Seasonal Outdoor Sales, and Temporary Event include specific fees; and

WHEREAS, the City recently adopted requirements for Accessory Dwelling Units, which process requires an application and fee; and

WHEREAS, permit fees are normally approved by the City Council once a year; and

WHEREAS, the Roseville Planning Division is seeking to establish the Annual Outdoor Storage and Display, Seasonal Outdoor Sales, Temporary Event, and Accessory Dwelling Unit process with the following fees

a. Accessory Dwelling Unit = \$100

b. Annual Outdoor Storage and Display and Seasonal Outdoor Sales = \$50

c. Temporary Event = \$25

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the creation of the following application and associated fees as identified above.

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

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – new applications and fees

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 10th day of June 2011 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 10th day of October 2011.

William J. Malinen, City Manager

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 7.1

Department Approval



City Manager Approval



Item Description: Approve Amendment to the Public Improvement Contract for
HIGHCREST PARK ADDITION (PF 11-020)

BACKGROUND

On September 26, 2011, the City Council approved HIGHCREST PARK 3RD ADDITION, the final plat of Outlot A created in the recently-approved HIGHCREST PARK ADDITION plat.

A Public Improvement Contract (PIC) was approved in connection with the HIGHCREST PARK ADDITION plat; the only public improvement needed for the HIGHCREST PARK 3RD ADDITION is a public sidewalk constructed in the Walnut Street right-of-way. For this reason, the PIC for the proposed 3rd Addition plat will be an amendment of the approved PIC which obligates Meritex to construct the sidewalk as required. The plat was approved contingent upon recording an approved PIC before (or concurrent with) recording the plat itself.

POLICY OBJECTIVE

We use the PIC to ensure that the improvements are built to City standards. This contract defines the responsibilities involved with the proposed public improvements. The improvements must meet all applicable City Standards for the construction.

Upon completion of the project, the developer's engineer must provide the City with As-built plans. They must also provide to the City Engineer a letter certifying that the improvements were constructed according to approved plans and specifications, and request that the City accept the improvements. Once the City Council accepts the improvements, the two-year warranty period will begin.

FINANCIAL IMPACTS

All costs associated with construction of the new public improvements necessary for this plat will be borne by the Developer. A \$600 City Coordination fee is required. Appropriate surety will be provided for all public improvements in the amount of 125% of the construction cost, for a total of \$37,058.99. Once the construction of the improvements has been completed and accepted by the City, this surety will be released.

STAFF RECOMMENDATION

Approve Amendment to the Public Improvement Contract for HIGHCREST PARK ADDITION

REQUESTED COUNCIL ACTION

Approve Amendment to the Public Improvement Contract for HIGHCREST PARK ADDITION

Prepared by: Debra Bloom, City Engineer
Attachments: A: Public Improvement Contract Amendment

**AMENDMENT
TO
PUBLIC IMPROVEMENT CONTRACT
HIGHCREST PARK ADDITION**

I. **Parties.** This Amendment, dated _____, 2011, is entered into between the City of Roseville, a Minnesota municipal corporation ("City"), and Meritex Enterprises, Inc., a Minnesota corporation ("Developer").

II. **Recitals.**

A. The Developer has platted real property owned by the Developer in the City of Roseville into the Plat known and referred to as "Highcrest Park Addition" ("Original Plat").

B. The Original Plat is comprised of real property legally described as follows:

Lot 1, Block 1, and Outlot A, Highcrest Park Addition.

C. In connection with the execution and recording of the Original Plat, the Developer and the City duly entered into a Public Improvement Contract Highcrest Park Addition, dated _____, 2011 ("Original PIC"), which has been recorded in the office of the Ramsey County Recorder as Document No. _____.

D. Pursuant to the Original PIC, the Developer is required to construct certain improvements in connection with the Original Plat, including a pathway to be constructed along the Walnut Street side of Lot 1, Block 1, Highcrest Park Addition.

E. The Developer has requested and the City has approved, subject to the parties entering into this Amendment, the re-platting of Outlot A, Highcrest Park Addition, into a new Plat known and referred to as "Highcrest Park 3rd Addition" ("New Plat"), consisting of one lot and one outlot.

F. The Developer has requested that it be allowed in connection with the approval of the New Plat, to construct an extension of the 6 foot wide pathway to be constructed pursuant to the Original PIC, which pathway extension is to run along Walnut Drive from the north line of Lot 1, Block 1, Highcrest Park Addition, to the northern boundary line of Highcrest Park Addition.

G. The parties desire to amend the Original PIC to accommodate the re-platting of Outlot A, Highcrest Park Addition, the construction of the pathway referred to herein and to provide for other matters set forth herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants agreements and conditions contained herein, the parties hereby supplement and amend the Original PIC as follows:

1. **Pathway.** In addition to the pathway to be constructed under Section III(c)(2) of the Original PIC, the Developer shall, as part of the Public Improvements, construct a six (6) foot wide pathway along the Walnut Street side of the New Plat from the North lot line of Lot 1, Block 1, Highcrest Park Addition to the northern most boundary of said New Plat. The construction of the pathway shall not commence until a plan for the pathway has been submitted to and approved by the City. Once approved by the City, the pathway plan shall become part of the Public Improvement Construction Plans set forth in Section III D of the Original PIC. The pathway shall be constructed in accordance with City details and specifications, and the City approved Public Improvement Construction Plans.
2. **Engineering Coordination Fee.** The Developer shall pay the City an engineering coordination fee of \$600.00 in connection with the pathway improvements to be constructed pursuant to Provision 1 above, which amount shall be in addition to, and not in lieu of, the \$2,400.00 engineering coordination fee payable under the Original PIC. The \$600.00 engineering coordination fee shall be paid upon or prior to the execution of this Amendment.
3. **Security.** The amount of the Security to be provided by the Developer pursuant to Section III I of the Original PIC is hereby increased to \$187,988.99. The Security shall consist of an irrevocable letter of credit for \$150,930.00 in a form to be approved by the City and a cash deposit in the amount of \$37,058.99. The cash amount shall be held by the City in a non-interest bearing account and shall be attributable to the pathway improvements to be constructed pursuant to Provision 1 above. The amount of the letter of credit and cash deposit is 125% of the cost of the Public Improvements (which pursuant to this Amendment include both the Public Improvements to be constructed under the Original PIC and the pathway to be constructed pursuant to Provision 1 above). All of the terms and conditions pertaining to the letter of credit in Section III I, Section III T and elsewhere in the Original PIC (including but not limited to the retention, drawing upon and return thereof) shall apply to both the \$150,930.00 letter of credit and the \$37,058.99 cash deposit. The \$150,930.00 letter of credit shall be delivered to the City prior to or upon the issuance of a building permit for Lot 1, Block 1, Highcrest Park Addition. The \$37,058.99 cash amount shall be paid to the City prior to or upon issuance of a building permit for Lot 1, Block 1, Highcrest Park 3rd Addition.
4. **Park Dedication Fee.** The park dedication fee for Lot 1, Block 1, Highcrest Park Addition is hereby amended to be \$91,000.00. The park dedication fee for Lot 1, Block 1, Highcrest Park 3rd Addition shall be

\$121,000.00. The \$91,000.00 park dedication fee for Lot 1, Block 1, Highcrest Park Addition shall be paid upon or prior to the issuance of a building permit for Lot 1, Block 1, Highcrest Park Addition. The \$121,000.00 park fund dedication fee for Lot 1, Block 1, Highcrest Park 3rd Addition shall be paid upon or prior to the issuance of a building permit for Lot 1, Block 1, Highcrest Park 3rd Addition. The park dedication fee for Outlot A of the New Plat will be collected when it is replatted in the future.

5. **Plat Review Fee.** The Developer shall pay the City a \$500.00 Public Improvement Contract Fee payable in connection with the preparation, review and processing of this Amendment and the New Plat. The \$500.00 Public Improvement Contract Fee shall be paid upon or before the execution of this Amendment.
6. **Recording of Amendment and Plat.** The Developer shall be responsible for recording this Amendment and the New Plat, and the cost thereof. Arrangements for recording this Amendment and the New Plat shall be made by the Developer and the City to assure that title to the property at the time of recording is satisfactory to the City.
7. **Original PIC in Full Force.** Upon execution, this Amendment shall become an integral and binding part of the Original PIC. Except as amended or modified hereby, the Original PIC will remain in full force and effect pursuant to its terms and will be deemed to cover both the Original Plat and the New Plat, both as defined above.
8. **Run with the Land.** The Original PIC, as Amended by this Amendment, shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns, and shall run with the land.

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

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130 CITY OF ROSEVILLE

131
132
133 By: _____
134 Daniel J. Roe, Mayor

135
136
137 By: _____
138 William J. Malinen, City Manager

139
140
141
142 STATE OF MINNESOTA)
143) ss
144 COUNTY OF RAMSEY)

145
146
147 The foregoing instrument was acknowledged before me this _____ day of
148 _____, 2011, by Daniel J. Roe and William J. Malinen, the Mayor and City
149 Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of said
150 corporation.

151
152
153 _____
154 Notary Public

MERITEX ENTERPRISES, INC.

By: _____
Daniel K. Williams,
Chief Investment Officer

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Daniel K. Williams, Chief Investment Officer, of Meritex Enterprises, Inc, a Minnesota Corporation, on behalf of said corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Roseville
Engineering Department
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 7 . m

Department Approval



City Manager Approval



Item Description: Authorization to enter into Agreements related to the use of City-owned land at 2875 Fairview Avenue

BACKGROUND

In 2009, the City purchased land from Hagen Ventures, LLC, for a future Twin Lakes Parkway. An 11,000 sq. ft. building used for truck repair sits on the land the City purchased. As part of the overall agreement, the City agreed to allow Hagen Ventures to sub-lease the building. The original lease agreement expired June 30, 2011. Since then, staff and Hagen Ventures had discussed continuing the lease relationship, but both parties agree that it would be best that Hagen Ventures no longer lease the building from the City. The City (specifically the Parks and Recreation Department) needs storage space due to the impending demolition of Fire Station #1.

The City Attorney has prepared several documents that will allow the City to fully utilize the building.

Driveway Easement Agreement – Since the access to the building on City land comes through the Hagen Ventures property, the City needs to receive a driveway easement from Hagen Ventures to access the building

Building Demolition Agreement and Easement – Since part of the building in question is still on the Hagen Ventures property, the City Attorney has drafted an agreement allowing the City to enter the Hagen property to demolish the building in the future (when Twin Lakes Parkway is extended through the site).

Lease – The City Attorney has drafted a lease between Hagen Ventures and the City to allow the City to utilize the portion of the building located on the Hagen property.

Mutual Termination of Previous Lease–The City Attorney has drafted an agreement that mutually terminates the previous lease between the City and Hagen Ventures.

POLICY OBJECTIVE

The 2009 land purchase obtained the necessary right-of-way for Twin Lakes Parkway. Ending the occupancy of a third party on City land allows for full use of the property by the City until the new road is ready to be constructed.

25 **FINANCIAL IMPACTS**

26 There are no direct financial outlays as part of the documents under consideration beyond the nominal
27 \$1.00 payment to Hagen Ventures for entering into the abovementioned agreements. The City will
28 incur costs for the operation of the building (utilities) until the building is demolished.

29 **STAFF RECOMMENDATION**

30 Staff recommends entering the Driveway Easement Agreement, the Building Demolition and Easement
31 Agreement, and the Mutual Termination of the Lease as drafted by the City Attorney.

32 **REQUESTED COUNCIL ACTION**

33 By **MOTION**, approve entering into the Driveway Easement Agreement, the Building Demolition and
34 Easement Agreement, and the Mutual Termination of the Lease Agreement with Hagen Ventures LLC,
35 in substantially the form on file, subject to modifications approved by the City Manager and the City's
36 legal counsel.

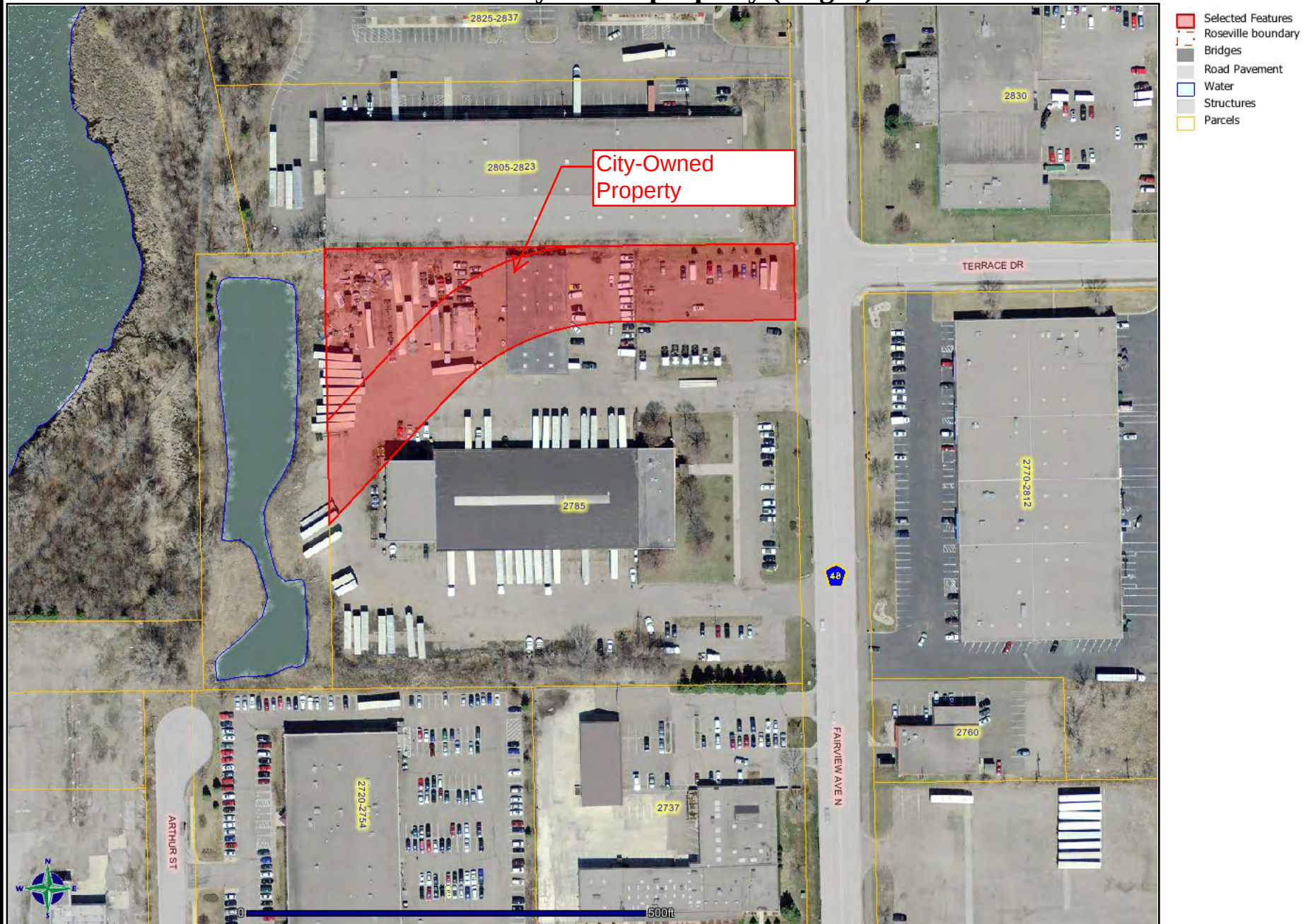
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Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071

Attachments: A: Aerial of Hagen Property
B: Driveway Easement Agreement
C: Building Demolition and Easement Agreement
D: Lease to City
E: Mutual Termination of Lease Agreement

City owned property (Hagen)



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

SOURCES: City of Roseville and Ramsey County, The Lawrence Group; August 2, 2011 for City of Roseville data and Ramsey County property records data, August 2011 for commercial and residential data, April 2009

**TEMPORARY DRIVEWAY
EASEMENT**

THIS EASEMENT is made and entered into this ____ day of _____, 2011, by and between Hagen Ventures, LLC, a Minnesota limited liability company (“**Grantor**”), and the City of Roseville, Minnesota, a Minnesota municipal corporation (“**Grantee**”).

WITNESSETH THAT:

WHEREAS, the Grantor is the fee owner of the following described real property in Ramsey County, Minnesota:

Tract C, Registered Land Survey No. 607 (“Grantor Property”);

WHEREAS, the Grantee is the fee owner of the following described real property in Ramsey County, Minnesota:

Tracts A and B, Registered Land Survey No. 607 (“Grantee Property”); and

WHEREAS, Grantee desires to acquire from the Grantor and the Grantor desires to grant to the Grantee a temporary driveway easement over a portion of the Grantor Property, according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties agree as follows:

1. The Grantor does hereby grant and convey to the Grantee, a temporary, non-exclusive easement for driveway purposes over and across that portion of the Grantor Property shown and described as the “Driveway Area” (“Driveway Area”) in Exhibit A attached hereto.
2. The grant of the foregoing temporary driveway easement includes the right of the Grantee, and its contractors, agents, employees, tenants, successors and assigns to use

47 the Driveway Area for ingress and egress by pedestrians and vehicles to and from the
48 Grantee Property and Fairview Avenue.
49

- 50 3. For the purposes of this easement, the term “ingress and egress” means the traveling
51 or passing over the easement area by vehicles and pedestrians in a continuous
52 movement, except for momentary stopping for traffic, pedestrians or other
53 obstructions. It does not include the right to park or store vehicles or equipment in
54 the easement area.
55
- 56 4. The foregoing temporary driveway easement shall be binding upon the Grantor and
57 its successors and assigns, shall inure to the benefit of the Grantee and its successors
58 and assigns, and shall run with the land until the building located on the Grantee
59 Property has been demolished, all debris has been removed, and the Building
60 Demolition Area has been restored pursuant to the Building Demolition Agreement
61 and Easement entered into by the parties hereto.
62

63 IN WITNESS WHEREOF, the parties have set their hands hereto as of the day and year
64 first written above.
65

66 HAGEN VENTURES, LLC
67

68
69 By: _____
70 Chief Manager
71

72 STATE OF MINNESOTA)
73) ss.
74 COUNTY OF _____)
75

76 The foregoing instrument was acknowledged before me this ____ day of _____,
77 2011, by _____, the Chief Manager of Hagen Ventures, LLC, a
78 Minnesota limited liability company, on behalf of said limited liability company.
79
80
81
82

83 _____
84 Notary Public
85

CITY OF ROSEVILLE, a Minnesota
municipal corporation

By: _____
Mayor

By: _____
City Manager

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____ and _____, the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of said municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Erickson, Bell, Beckman & Quinn, P.A.
Attorneys at Law
Rosedale Tower
Suite 110
1700 West Highway 36
Roseville, MN 55113
(651) 223-4999

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12 **BUILDING DEMOLITION AGREEMENT AND EASEMENT**
13

14 THIS BUILDING DEMOLITION AGREEMENT AND EASEMENT is made and
15 entered into this ____ day of _____, 2011, by and between Hagen Ventures,
16 LLC, a Minnesota limited liability company ("**Grantor**"), and the City of Roseville, Minnesota,
17 a Minnesota municipal corporation ("**Grantee**").
18

19 WITNESSETH THAT:
20

21 WHEREAS, the Grantor is the fee owner of the following described real property in
22 Ramsey County, Minnesota:
23

24 Tract C, Registered Land Survey No. 607 ("Grantor Property"); and
25

26 WHEREAS, the Grantee is the fee owner of the following described real
27 property in Ramsey County, Minnesota:
28

29 Tracts A and B, Registered Land Survey No. 607 ("Grantee
30 Property"); and
31

32 WHEREAS, the Grantee intends to demolish the building located on the Grantee
33 Property; and
34

35 WHEREAS, a portion of the building located on the Grantee Property encroaches onto
36 the Grantor Property; and
37

38 WHEREAS, the parties desire that the entire building, which is shown and designated as
39 "Building to be Demolished" in Exhibit A attached hereto ("Building"), be demolished at the
40 time the Grantee performs such demolition work;
41

42 NOW THEREFORE, in consideration of the mutual covenants contained herein and
43 other good and valuable consideration, the parties agree as follows:
44

- 45 1. The Grantor hereby authorizes and grants the Grantee the right to demolish that
46 portion of the Building located on the Grantor's Property at the time of, and in

47 connection with, the demolition of that portion of the Building located on the the
48 Grantee's Property.
49

- 50 2. The Grantor hereby grants and conveys to the Grantee a building demolition and
51 access easement over and across that portion of the Grantor Property which is shown
52 and designated as the "Building Demolition Area" in Exhibit A attached hereto
53 ("Building Demolition Area"). The grant of the foregoing building demolition and
54 access easement includes the right of the Grantee, and its employees, agents,
55 contractors, successors and assigns, to enter upon and use the Building Demolition
56 Area to demolish the Building, to disconnect and cap, where necessary, the utilities
57 serving the Building, to remove the building materials and debris from the Building
58 Demolition Area, to restore the Building Demolition Area by grading the area to the
59 same elevation as the adjacent land and seeding or blacktopping the easement area,
60 and to perform all other work necessary or incidental to the demolition of the
61 Building.
62
- 63 3. The demolition of the Building shall occur in a east-west direction in order to
64 minimize disturbance on the Grantor's property.
65
- 66 4. The Grantee shall be responsible for the procurement of all governmental permits and
67 approvals necessary to complete the demolition work.
68
- 69 5. The Grantee's right to demolish the Building and the easement rights granted herein
70 shall be binding upon the Grantor, and its successors and assigns, shall inure to the
71 benefit of the Grantee, and its successors and assigns, and shall run with the land until
72 the Building has been fully demolished, all debris has been removed from the
73 Building Demolition Area, and the Building Demolition Area has been restored in the
74 manner set forth herein.
75

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

HAGEN VENTURES, LLC

By: _____
Chief Manager

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the Chief Manager of Hagen Ventures, LLC, a Minnesota limited liability company, on behalf of said limited liability company.

Notary Public

CITY OF ROSEVILLE, a Minnesota
municipal corporation

By: _____
Mayor

By: _____
City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____ and _____, the Mayor
and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of said
municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Erickson, Bell, Beckman & Quinn, P.A.
Attorneys at Law
Rosedale Tower
Suite 110
1700 West Highway 36
Roseville, MN 55113
(651) 223-4999

LEASE

This is a legal agreement ("Lease") between Hagen Ventures, LLC, a Minnesota limited liability company ("Landlord"), and the City of Roseville, a Minnesota municipal corporation ("Tenant"), to rent the Premises described below. Landlord and Tenant agree to the following terms.

1. **Premises.** The Premises are that portion of the building ("Premises") located at 2785 Fairview Avenue, in Roseville, Minnesota, on real property legally described as Tract C, Registered Land Survey No. 607, shown in Exhibit A attached hereto.

2. **Term of Lease.** This Lease shall commence upon execution of this Agreement by both parties and shall terminate when the building in which the Premises are located has been fully demolished by the Tenant pursuant to the Building Demolition Agreement and Easement entered into the parties hereto. The Tenant may terminate this Lease at any time earlier than the end of the term upon 30 days prior written notice to Landlord.

3. **Rent.** The total rent for the Premises is One Dollar (\$1.00), the receipt of which is hereby acknowledged.

4. **Maintenance and Repair.** The Landlord has no responsibility for the maintenance or repair of the Premises or any utility systems located therein, except where caused by the willful misconduct of the Landlord.

5. **Utilities.** The Tenant shall pay for all utilities used by the Tenant in the Premises while this Lease is in effect.

6. **Taxes.** The Landlord shall be responsible for the payment of any and all real estate taxes and installments of special assessments relating to Tract C, Registered Land Survey No. 607, the real property upon which the Premises are located.

7. **Release.** The Landlord shall not be responsible for any damage to the personal property of the Tenant or of any sublessee of the Tenant located on the Premises that was not caused by the Landlord's willful misconduct or negligence.

8. **Insurance.** The Tenant shall not be responsible to the Landlord for any damage or destruction to the Premises. Neither party shall have any obligation to provide casualty insurance for the Premises or the building in which the Premises are located. The Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by casualty insurance.

9. **Assignment and Subletting.** The Tenant shall have the right to sublease the Premises to others without the prior consent of the Landlord.

10. **Default.** If the Tenant breaches this Lease, Landlord may do any of these things:

- 47 A. Demand in writing that Tenant immediately give up possession of the Premises.
48 If Tenant does not give up possession, Landlord may bring an eviction action
49 (unlawful detainer action).
50
51 B. Demand in writing that Tenant give up possession of the Premises to Landlord at
52 a certain date in the future. If Tenant does not give up possession on that date,
53 Landlord may bring an eviction action (unlawful detainer action).
54
55 C. Bring an eviction action immediately (unlawful detainer action).
56

57 **11. Notices.** Any notice to be given by either party upon the other under this
58 Agreement shall be properly given: a) if delivered personally to the Roseville City Manager if
59 such notice is to be given to the Landlord, or if delivered to the Chief Manager or other officer of
60 the Tenant if such notice is to be given to the Tenant, b) if mailed to the other party by United
61 States registered or certified mail, return receipt requested, postage prepaid, addressed in the
62 manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for
63 overnight delivery to the other party addressed as follows:
64

65 If to Landlord: City of Roseville
66 Roseville City Hall
67 2660 Civic Center Drive
68 Roseville, MN 55113
69 Attn: City Manager
70

71 If to Tenant: Hagen Ventures, LLC
72

73 _____
74 _____
75 Attn: _____
76

77 Notices shall be deemed effective on the date of receipt if given personally, on the date of
78 deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so
79 delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an
80 overnight courier, the time for response to any notice by the other party shall commence to run
81 one business day after the date of mailing or delivery to the courier. Any party may change its
82 address for the service by giving written notice of such change to the other party, in any manner
83 above specified, 10 days prior to the effective date of such change.
84

85 **12. Heirs and Assigns.** The terms of this Lease apply to the Tenant and Landlord.
86 The terms of this Lease also apply to any heirs, legal representatives, successors and assigns of
87 Tenant or Landlord.
88

89 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
90 and year first written above.

91
92 LANDLORD:

93
94 CITY OF ROSEVILLE, a Minnesota municipal
95 corporation
96

97
98 By: _____
99 Mayor

100
101
102 By: _____
103 City Manager
104

105 STATE OF MINNESOTA)
106) ss.
107 COUNTY OF RAMSEY)
108

109 The foregoing instrument was acknowledged before me this ____ day of _____,
110 2011, by _____ and _____, the Mayor and
111 City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the
112 municipal corporation.
113
114

115 _____
116 Notary Public
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TENANT:

HAGEN VENTURES, LLC

By: _____
Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

 The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____ the Chief Manager of Hagen Ventures, LLC, a
Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Erickson, Bell, Beckman & Quinn, P.A.
Attorneys-at-Law
Rosedale Tower
Suite 110
1700 West Highway 36
Roseville, MN 55113
(651) 223-4999

MUTUAL TERMINATION OF LEASE

THIS MUTUAL TERMINATION OF LEASE is made as of the _____ day of _____, 2011, by and between Hagen Ventures, LLC, a Minnesota limited liability company ("Tenant"), and the City of Roseville, a Minnesota municipal corporation ("Landlord").

WHEREAS, the Landlord and Tenant previously entered into a Lease pertaining to the premises located at 2785 Fairview Avenue, in Roseville, Minnesota; and

WHEREAS, the term of the Lease was scheduled to end on June 30, 2011; and

WHEREAS, the parties by mutual agreement continued the Lease after June 30, 2011 on a month-to-month tenancy basis; and

WHEREAS, the parties have mutually agreed to terminate the Lease and the tenancy of the Tenant effective 11:59 o'clock p.m. on October 15, 2011;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants, agreements and conditions contained herein, the parties agree as follows:

1. The term of the Lease shall expire and the Tenant's right to occupancy of the lease premises shall end as of 11:59 o'clock p.m. on October 15, 2011 ("Termination Date").
2. The Tenant shall vacate, and shall cause all subtenants to vacate, the leased premises on or before the Termination Date.
3. Following the Termination Date, the parties shall have no further rights or obligations to one another under the Lease, except for rights and obligations that arose or events which occurred during the term of the Lease, or for rights and obligations under the Escrow Agreement referred to in Provision 13 of the Lease, which rights and obligations survive the termination of the Lease.

35 IN WITNESS WHEREOF, the Landlord and Tenant have signed this Termination
36 Agreement as of the date set forth above.

37
38 LANDLORD:

39
40 City of Roseville, a Minnesota municipal
41 corporation
42

43
44
45 _____
46 Daniel J. Roe, Mayor
47

48
49
50 _____
51 William J. Malinen, City Manager
52

53 STATE OF MINNESOTA)
54) ss.
55 COUNTY OF _____)
56

57 The foregoing instrument was acknowledged before this ____ day of _____, 2011, by
58 Daniel J. Roe, Mayor of the City of Roseville, a Minnesota municipal corporation, on behalf of said
59 municipal corporation.

60
61 _____
62 Notary Public

63 STATE OF MINNESOTA)
64) ss.
65 COUNTY OF _____)
66

67 The foregoing instrument was acknowledged before this ____ day of _____, 2011, by
68 William J. Malinen, City Manager of the City of Roseville, a Minnesota municipal corporation, on
69 behalf of said municipal corporation.

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71 _____
72 Notary Public

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TENANT:

Hagen Ventures, LLC

Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

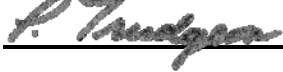
The foregoing instrument was acknowledged before this ____ day of _____, 2011, by _____, Chief Manager of Hagen Ventures, LLC, a Minnesota limited liability company, on behalf of said limited liability company.

Notary Public

REQUEST FOR COUNCIL ACTION

DATE: 10/10/2011
ITEM NO: 9 . a

Department Approval



City Manager Approval



Item Description: Request by Roseville City Council for approval of a **zoning text amendment** to allow accessory dwelling units in LDR-1 Districts as permitted rather than conditional uses (**PROJ-0017**)

1.0 BACKGROUND

At the regular City Council meeting on May 23, 2011, the City Council directed Community Development staff to prepare an amendment to the zoning code which would regulate accessory dwelling units (ADUs) as permitted uses (i.e., allowed with permits) rather than as conditional or interim uses. Council reviewed a draft proposal at its July 25, 2011 meeting and found it to be consistent with what they had envisioned, with a few modifications which have been incorporated into the revised amendment shown in **bold** and ~~striketrough~~ text in Attachment B.

2.0 SOME NOTES ABOUT THE PROPOSED AMENDMENT

2.1 ADUs have been discussed until now as being limited to 600 square feet. Initially, this figure, which is really quite small for a 1-bedroom apartment, was chosen as a way to practically limit the number of occupants. Since the current proposal includes a codified limit of 2 occupants, holding to the small ADU size limitation becomes somewhat less important. After some research, Planning Division staff feels that 650 square feet is a more moderate (though still small) size for a 1-bedroom unit, and so this is the unit size that has been incorporated into the draft amendment.

2.2 The format of the ADU address suffix is really just suggested as a possibility, but it attempts to address the desire to provide guidance for emergency responders and to standardize the format. The proposal would inform emergency responders that a "Unit A" is somewhere within the house structure, but not in the more obvious principal unit, whereas a "Unit B" will be found in a detached building. Suggestions for other possible address identifiers are welcome.

2.3 Although the proposed TEXT AMENDMENT is fairly simple, it involves several pages of changes. For this reason, an ordinance summary is included with this staff report as Attachment C for approval to be published in lieu of the full ordinance.

3.0 PUBLIC HEARING

The duly-noticed public hearing for this proposed zoning code TEXT AMENDMENT was held by the Planning Commission on August 3, 2011; minutes from the public hearing are included with this staff report as Attachment A. After reviewing the proposal, the Planning Commission voted (5-1) to approve the TEXT AMENDMENT. Although no members of the public were present for the public hearing, one person has occasionally

called Planning Division staff to inquire about the status of the proposed amendment because he has an interest in possibly creating an ADU in his home.

4.0 RECOMMENDATION

Based on the comments in Sections 2–3 of this report Planning Division staff concurs with the recommendation of the Planning Commission to approve the proposed TEXT AMENDMENT to the Zoning Code.

5.0 SUGGESTED ACTION

5.1 Pass an ordinance adopting the proposed amendments to Chapters 1004, 1009, and 1011 of the Zoning Code.

5.2 By motion, approved the proposed ordinance summary for publication.

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

Attachments: A. 8/3/2011 public hearing minutes C. Ordinance summary
B. Draft ordinance

PROJECT FILE 0017

Request by Roseville City Council for approval of a ZONING TEXT AMENDMENT to allow accessory dwelling units in LDR-1 Districts as permitted rather than conditional uses.

Chair Boerigter opened the Public Hearing at 8:34 p.m.

Associate Planner Bryan Lloyd highlighted and briefly summarized staff's proposed zoning text amendments for Accessory Dwelling Units (ADU's) in LDR-1 Districts as permitted rather than as Conditional Uses (CU's). Mr. Lloyd advised that these recommended amendments were based on practical application of the existing language with the two (2) applications having already come forward; suggesting they be considered as permitted uses with applicable permits for their regulation to a higher standard without going through the CU approval process.

Recommended amendments were included in the packet materials as detailed in the Request for Planning Commission Action dated August 3, 2011; and based on the comments of Section 2-3 and input received from tonight's public hearing.

Member Boguszewski advised that his only question was related to Chapter 1011.12, Section B.6.b-d as it addressed a maximum occupancy of two (2) people (line 9), noting that the previous language used square footage guidelines, and those now seemed to be removed. Member Boguszewski questioned the rationale for that change; and why staff was recommending square footage guidelines and moving toward occupancy as the limiting number.

Associate Planner Lloyd advised that the initial thinking had been specifically related to limiting the size of ADU's and noted that the size limitation had not been removed, but was addressed in lines 29 – 30 of the document. However, Mr. Lloyd advised that the 650 square footage was an arbitrary number and seemed to staff to be more moderate than a one-bedroom unit, and addressed the intent to keep the ADU's smaller in size in order to limit the number of people without having to actually count how many people were residing in an ADU. Upon receipt of the two (2) applications to-date, staff found that one of those spaces applying for an ADU was already larger than the 650 square foot limit; and raised questions of how to limit the number of people at any one house; and make the requirements be more explicit for that intent while allowing for some size limit.

Chair Boerigter questioned why the 650 square feet only addressed living area and why storage space was excluded.

Associate Planner Lloyd advised that, while a more simple approach could be used to quantify the allowed unit size, he would recommend making it larger than 650 square feet if storage areas, hallways, and the like are to be included in the area figure, given staff's experience with applications received to-date. Mr. Lloyd noted that both of those applications had been for existing space above a garage, and questioned why a stairway should count against the ADU's living space; or knee-wall storage areas that were not livable or usually heated or insulated spaces.

Chair Boerigter questioned if the applicant made that determination.

Associate Planner Lloyd advised that, previous to the new Zoning Code being adopted, if an applicant called the office and questioned the actual use for living space, it required staff to be aware of what was specifically being considered. With the new ordinance in place, Mr. Lloyd advised that it was obvious upon staff's receipt of the application.

Chair Boerigter addressed the revocation section (page 3, line 64) related to occupancy and sought clarification on implications for those two (2) applications received to-date. Chair Boerigter sought staff's rationale in making the permit expire if the home was sold.

Associate Planner Lloyd advised that the overall intent was that both units would no longer be available as an ADU until they made application for a new ADU Occupancy Permit as detailed. Mr. Lloyd advised that the requirement for the ADU permit's expiration when the home was sold was to allow the new homeowner to be explicitly aware of what they were required to do, that it was not just an automatic ADU without them processing such an application and making it available as an ADU again. Mr. Lloyd noted that, obviously, while the ADU's physical space remained in place, it couldn't be used as an ADU without following the process and could not legally be rented out. Mr. Lloyd noted that this was intended to serve as an educational opportunity for new property owners.

Member Boguszewski questioned staff's interpretation of the City Council's intent in requesting these revisions and what they were trying to achieve with these amendments currently being considered. Member Boguszewski questioned if a permit was less time consuming than the CU process.

Associate Planner Lloyd advised that he believed that the intent was to simplify the process for achieving an ADU on a property. Mr. Lloyd alluded to conversations among Councilmembers related to CU's and ADU's and whether an ADU was more appropriate than an Interim Use permit, at which time staff clarified the distinct differences in the two and how the ADU could better achieve the intent being desired by the City Council. Mr. Lloyd noted that the ADU permit approval process would be handled administratively unless there was an appeal of the administration decision by staff to deny an ADU due to a proposed application not being consistent with code requirements. Mr. Lloyd advised that the neighbors would be made aware of the permit process.

Member Boguszewski questioned if the permit fee had been determined at this time and whether it would be reasonable.

Associate Planner Lloyd advised that, at this time, the permit fee was yet undetermined, but that the permit form was being developed, and would be determined by staff for presentation with the annual fee schedule for review and adoption by the City Council.

Chair Boerigter asked staff to address the changed setback requirements (lines 38-39).

Associate Planner Lloyd reviewed various scenarios for an ADU on a primary structure or on an attached garage, and advised that, for consistency, staff was recommending that since an ADU would be occupied, it be treated differently than setbacks for other accessory structures, such as an unoccupied garden shed; and in order to address its proximity to neighboring properties and to retain their privacy.

Member Strohmeier questioned if staff was aware of any other municipalities that allowed ADU's as permitted uses.

Associate Planner Lloyd advised that some cities provided them as CU's and some by permit; however, he noted that the norm seemed to be some type of permit process to inform and involve neighbors in the process, especially as ADU's became more common as permitted uses in residential districts.

Member Gisselquist questioned the criteria used by staff to determine whether to approve or deny a permit; and what type of neighborhood notice was provided, or if approval was based on the applicant meeting ordinance requirements and staff approval of the permit without notification of neighbors.

Associate Planner Lloyd advised that the permit process was an administrative process by staff, similar to the process for a deviation or minor variance; and provided a series of conditions that must be satisfied for approval of a request. If criteria was met, Mr. Lloyd advised that the application was

approved. Mr. Lloyd noted that the application process would address any contextual problems that staff may not be aware of, allowing the neighbors an opportunity to be notified and provide comment, as well as allowing the property owner seeking an ADU permit to work with their neighbors toward resolution of any issues in advance of issuing the permit. If there were more serious problems needing addressed, Mr. Lloyd advised that staff could then deny the permit.

Chair Boerigter closed the Public Hearing at 8:50 p.m.; no one appeared for or against.

Member Gisselquist expressed curiosity as to why the City Council was seeking these revisions, noting that to-date only two (2) applications had been received and while not minding the process for an ADU, he questioned if this revised language would cause more people to apply or make it easier when an occasional ADU came forward. Member Gisselquist rhetorically questioned if an ADU permit expired for a unit built above a garage, and whether expiration of the permit upon sale of the home helped or hurt the resale opportunities and values for a homeowner.

MOTION

Member Boguszewski moved, seconded by Member Cook to RECOMMEND TO THE CITY COUNCIL approval of amendments to Chapters 1004, 1009 (for the deletion of the existing CONDITIONAL USE standards) and Chapter 1011 of the City Code; as detailed in the Request for Planning Commission Action dated August 3, 2011; and based on the comments in Sections 2 and 3 of the report.

Ayes: 5

Nays: 1 (Gisselquist)

Motion carried.

City of Roseville

ORDINANCE NO. _____

AN ORDINANCE AMENDING SELECTED TEXT OF SECTIONS 1004 (RESIDENTIAL DISTRICTS), 1009 (PROCEDURES), AND 1011 (PROPERTY PERFORMANCE STANDARDS) OF TITLE 10 "ZONING CODE" OF THE ROSEVILLE CITY CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Purpose: The Roseville City Code is hereby amended to allow and regulate accessory dwelling units as permitted uses in the LDR-1 zoning district.

SECTION 2. Section 1004 is hereby amended as follows:

Table 1004-1	Accessory building
Minimum rear yard building setback	5 feet ^b

b Accessory buildings containing an Accessory Dwelling Unit shall have the same rear yard setback as required in Table 1004-3 for principal buildings.

Table 1004-2	LDR-1	LDR-2	MDR	HDR-1/ HDR-2	Standards
Dwelling unit, accessory	GP	GNP	PNP	NP	Y

SECTION 3. Section 1009 is hereby amended as follows:**1009.02 Conditional Uses****D. Specific Standards and Criteria:**~~1. Accessory Dwelling Units (ADU):~~

~~a. An ADU shall be located on a lot occupied by a one-family dwelling.~~

~~b. No more than one ADU shall be allowed on a lot.~~

~~c. The one-family dwelling on the lot shall be owner-occupied.~~

~~d. 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. Dimensional Standards:~~

~~i. i. Maximum height of a detached ADU, including one built above a garage: 30 feet (as typically measured to mid-point of pitched roof).~~

~~ii. ii. Maximum unit size: 75% of the principal dwelling's floor area, up to a maximum size of 600 square feet of living area.~~

~~iii. iii. Setback requirements: Attached ADUs shall meet the standards for principal buildings; detached ADUs shall meet the setback requirements for accessory buildings.~~

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

~~g. 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. Design Standards for Detached ADUs:~~

~~i. Material: The exterior finish material shall match in type, size, and placement, the exterior finish material of the principal dwelling unit.~~

~~ii. Roof pitch: The roof pitch shall match the predominant roof pitch of the principal dwelling unit.~~

~~iii. Details: Trim shall match the trim used on the principal dwelling unit. Projecting eaves shall match those of the principal dwelling unit.~~

~~iv. Windows: Windows shall match those in the principal dwelling unit in proportion (relationship of width to height) and orientation (horizontal or vertical).~~

2.1. Animal Boarding, Animal Day Care, Kennel

3.2. Bank, Financial Institution

4.3. Bed and Breakfast Establishment

5.4. Building Height Increase

6.5. Caretakers Dwelling

7.6. College, Post-secondary School

8.7. Communications Equipment - Shortwave Radio and TV Antennas

9.8. Community Residential Facility, State Licensed, Serving 7-16 Persons

10.9. Day Care Center

11.10. Day Care Facility, Group Family

12.11. Dormitory

13.12. Drive-through Facilities

14.13. Garden, Public or Community (flower or vegetable), greater than 10,000 square feet

15.14. Grocery Store

16.15. Health Club, Fitness Center

17.16. Hospital

18.17. Learning Studio

19.18. Liquor Store

20.19. Live-work Unit

21.20. Maintenance Facility

22.21. Manufactured Home Park

23.22. Manufacturing and Processing, Outdoor Activities/Storage

- 24.23. Motor Fuel Sales, Motor Vehicle Repair, Body Shop
- 25.24. Motor Vehicle Rental/Leasing
- 26.25. Motor Vehicle Dealer
- 27.26. Multi-family, Dwellings with 8 or more Units per Building
- 28.27. Nursing Home/Assisted Living Facility
- 29.28. Off-site Parking
- 30.29. One-family Attached Dwelling (townhome, rowhouse)
- 31.30. Park and Ride Facility
- 32.31. Pawn Shop
- 33.32. Place of Assembly
- 34.33. Renewable Energy Systems
- 35.34. Transit Center

SECTION 4. Section 1011 is hereby amended as follows:

1011.12 Additional Requirements for Specific Uses in All Districts

B. Residential Uses, Accessory:

1. Accessory Dwelling Units (ADU):

- a. An ADU shall be located on a lot occupied by a one-family dwelling.
- b. No more than one ADU shall be allowed on a lot.
- c. ~~The one-family dwelling on the lot~~ **Either the principal dwelling unit or the ADU shall be owner-occupied and both dwelling units shall be under unified ownership.**
- d. **Maximum occupancy of an ADU shall be limited to 2 people.**
- ~~e.e.~~ **An ADU shall be assigned a unique address identifier to differentiate it from the principal dwelling. An attached ADU shall be identified by "Unit A" and a detached ADU shall be identified by "Unit B" following the primary property address (e.g., 1234 Elm Street Unit B).**
- 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 **established in §1004.02 of this Title.**
- ~~d.g.~~ **A property shall have a minimum of 1 additional, conforming, off-street vehicle parking space above and beyond the number of parking spaces required for the principal dwelling unit in the zoning district.**
- h. **Home Occupations: Home occupations are permitted in ADUs, provided that the combined impacts of home occupations in the ADU and the principal dwelling unit conform to the standards and limitations established in §1011.12B2 of this Title.**

- e.i. Dimensional Standards **for All ADUs:**
- i. Maximum height of ~~a detached an~~ -ADU, including one built above a garage: **shall not exceed 30 feet (as typically measured to mid-point of pitched roof) the standards for principal or accessory buildings, as applicable.**
 - ii. ~~Maximum unit~~**Unit size: An ADU shall include at least 300 square feet of living area up to a maximum of 650 square feet of living area, but in no case shall an ADU exceed 75% of the principal dwelling's floor four season living area (exclusive of the ADU), up to a maximum size of 600 square feet of living area. For the purposes of this provision, "living area" shall include kitchen areas, bathrooms, living rooms, bedrooms (including the closet which defines the bedroom), and other rooms, and shall exclude utility rooms, hallways, entryways, storage areas, and garages.**
 - ~~iii.~~**iii. An ADU shall include a maximum of 1 bedroom.**
 - ~~iv.~~**iv. Setback requirements: Attached-All ADUs shall meet the standards for principal buildings; notwithstanding this requirement, detached ADUs shall meet the setback requirements for accessory buildings not be located closer to the front property line than the principal building.**
- f.j. The entryway to a detached ADU shall be connected to a street frontage with a paved walkway.
- g.k. **Design Standards for Attached ADUs:** 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.l. Design Standards for Detached ADUs:
- i. **Material:** The exterior finish material shall match in type, size, and placement, the exterior finish material of the principal dwelling unit.
 - ii. **Roof pitch:** The roof pitch shall match the predominant roof pitch of the principal dwelling unit.
 - iii. **Details:** Trim shall match the trim used on the principal dwelling unit. Projecting eaves shall match those of the principal dwelling unit.
 - iv. **Windows:** Windows shall match those in the principal dwelling unit in proportion (relationship of width to height) and orientation (horizontal or vertical).
- m. **Permit Required: A lifetime, non-transferrable ADU Occupancy Permit shall be required from the Community Development Department to allow an ADU to be rented. For the purposes of this provision, a "rented" ADU is one that is being occupied by a person or persons other than the family (as defined in §1001.11 of this Title) occupying the principal dwelling unit. Each property owner seeking to rent an ADU, or occupy an ADU while renting the principal dwelling unit, shall apply for a new ADU Occupancy Permit according to the procedure established herein. In addition to receiving an ADU Occupancy Permit, the property shall be in compliance with the City's rental registration requirements.**

- i. **Application:** The owner of property on which an ADU is proposed shall file a permit application by paying the fee set forth in Chapter 314 of this Code and submitting a completed application form and supporting documents as set forth on the application form. The Community Development Department will review the application to determine whether the application is complete and the subject property is eligible to receive the requested ADU permit.
- ii. **Notification:** Upon the determination that a complete application has been submitted and that the property is eligible to receive the requested ADU permit, property owners within a radius of 100 feet shall be notified in writing by the Community Development Department of the application and that they have 7 days in which to share comments or concerns about the application before the Community Development Department issues the permit.
- iii. **Conditions:** The City may impose conditions on the issuance of an ADU permit. Such conditions must be directly related to, and must bear a rough proportionality to, impacts created by the ADU.
- iv. **Revocation:** If a permitted ADU or the property for which an ADU permit has been issued should fail to meet the requirements of the permit, and/or if a property for which an ADU permit has been issued should become ineligible for such permit, the issued ADU permit may be revoked upon the determination by the Community Development Department that the noncompliance and/or ineligibility issue(s) cannot or have not been resolved. If an ADU permit is revoked, occupation of the ADU by a person or persons other than the family (as defined in §1001.11 of this Title) occupying the principal dwelling unit shall cease within 60 days of the date of the revocation.
- v. **Appeals:** Determinations pertaining to the continuing compliance and/or eligibility of an ADU permit or the property for which an ADU permit has been issued are subject to appeal according to the procedure for appeals of administrative decisions established in Section 1009.08 of this Title.
- vi. **Expiration:** An ADU permit shall expire upon transfer of the property to a new owner. Continued use of an ADU on a property which has been transferred to a new owner shall require the new owner to apply for a new ADU permit.

SECTION 5. Effective Date: This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 10th day of October 2011

City of Roseville

ORDINANCE SUMMARY NO. ____

**AN ORDINANCE AMENDING SELECTED TEXT OF SECTIONS 1004 (RESIDENTIAL DISTRICTS),
1009 (PROCEDURES), AND 1011 (PROPERTY PERFORMANCE STANDARDS) OF TITLE 10 “ZONING
CODE” OF THE ROSEVILLE CITY CODE**

The following is the official summary of Ordinance No. ____ approved by the City Council of
Roseville on October 10, 2011:

The Roseville City Code, Title 10, Zoning Code, has been amended to allow and regulate
accessory dwelling units as permitted uses in the LDR-1 zoning district.

A printed copy of the ordinance is available for inspection by any person during regular office
hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive,
Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted at the
Reference Desk of the Roseville Branch of the Ramsey County Library, 2180 Hamline Avenue
North, and on the Internet web page of the City of Roseville (www.ci.roseville.mn.us).

Attest: _____
William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: 10/10/11

Item No.: 10 . a

Department Approval



City Manager Approval



Item Description: Receive County Road C-2 Preliminary Cost Estimates

BACKGROUND

At the July 18, 2011 City Council meeting, the City Council received the County Road C-2 Traffic Study. This meeting was followed by a Public Hearing on August 8, 2011. At that meeting, a number of property owners from County Road C-2 and Josephine Road spoke regarding a possible connection of County Road C-2.

After discussing the Public Comment and the traffic study at the August Council meeting, the Council requested that staff put together a range of costs to construct the County Road C-2 connection and report back at a future meeting.

Staff has had an opportunity to put these costs together. In the interest of keeping the residents information, notices for this meeting were sent to over 300 property owners and advertised in the City's News Fax.

POLICY OBJECTIVE

County Road C-2 from Snelling Avenue to Victoria Street is a collector street. There is continuous right-of-way for the segment of County Road C-2 between Hamline Avenue and Lexington Avenue, however, there is a 175 foot long segment east of Griggs Street and west of the cul- de- sac off Lexington Avenue that has never been constructed.

FINANCIAL IMPACTS

As requested, staff has put together preliminary cost estimates to construct this connection. As discussed in the traffic study, the crest vertical curve at Merrill Street does not meet 30-mph design standards. This matter should be mitigated. There are two ways to address this, the first is to install an all way stop sign at Merrill, the second is to completely reconstruct the street in the area where the design standards are not met (between Merrill Street and Griggs Street). Staff has developed two cost estimates reflecting these scenarios:

	Construction cost	Engineering	Total
County Road C-2 Scenario 1 (Connect Roadways between Griggs and cul- de- sac)	\$109,000	\$22,000	\$131,000
County Road C-2 Scenario 2 (Reconstruct road from to cul- de- sac to Merrill Street)	\$569,000	\$114,000	\$683,000

The scenarios described above only address the roadway connection. Either scenario would mitigate the design standard issue. During the public comment on the traffic study, there was also some discussion regarding traffic management, pedestrian safety, and aesthetics. We have developed the following costs as add on costs to the above scenarios to take these items into account.

	Construction cost	Engineering	Total
County Road C-2- narrowing road to between Hamline and Merrill St	\$95,000	\$19,000	\$114,000
County Road C-2 (8' Pathway, North Side, Hamline to Griggs)	\$91,000	\$18,000	\$109,000
Streetscape Cost	\$42,000	\$8,400	\$50,400

These are preliminary costs with a 20% contingency. Additional data collection would be necessary to develop a feasibility report level cost for this project. Also, funding has not been identified at this time.

It is City of Roseville assessment policy to assess 25% of the cost to reconstruct a roadway to all abutting property owners. The City pays for the remaining costs using other funding sources. City of Roseville does not assess for pathways. The City's assessment policy does not specifically address the level of assessment for an area where there is a new street being constructed to connect two existing streets. This would be a policy discussion for the City Council.

In the case of MSA roads, the total assessable project cost is limited to a 7-ton, 32 foot wide road. MSA routes are constructed to a 10-ton design, with a width sometimes exceeding 32 feet. The difference in cost between a 7-ton, 32 foot wide road and a 10-ton, wider road, is not included in the assessable costs. The City uses MSA funds to pay for the remaining costs.

The assessment is based on property frontage on the street being reconstructed.

Moving ahead with the construction of this segment of County Road C-2 would need to be programmed into the City's 5 year Street Capital Improvement Plan (CIP). This plan is reviewed annually, and currently has MSA street segments identified for construction that will spend our annual allocation.

The City's MSA annual construction allocation is approximately \$825,000/ year. These dollars are used to fund projects on City MSA Streets as well as the City's cost share on County and State Projects. What follows is a summary of the projects programmed over the next 5 years.

Project	Year	Est. MSA Cost
MSA Mill & Overlay	Annually	\$300,000
Ramsey County- County Road B-2 (Fairview to Snelling)	2012	\$400,000
County Road D (Lexington to Victoria)	2013	\$500,000
Ramsey County- Rice Street (County Rd C-2 to County Rd B-2)	2013	\$200,000
Victoria Street (County Road B to Larpenteur)	2014	\$1,500,000
MnDOT- Lexington Avenue Bridge	2014	Unknown

The 5- year CIP has identified approximately \$4,400,000 in improvements. Our MSA construction allocation for the next 5 years is estimated at \$4,125,000.

STAFF RECOMMENDATION

Receive County Road C-2 Preliminary Cost Report. Regardless of the outcome of our discussions regarding the construction of the County Road C-2 connection, Staff recommends that we install an all way stop signs at Merrill Street and County Road C-2 to address the sight

58 line issues present at this intersection. We are also working with the developer of Josephine
59 Woods to address sight triangle concerns at Lexington Avenue that were brought up at the
60 council meeting.

61 **REQUESTED COUNCIL ACTION**

62 Receive County Road C-2 Preliminary Cost Report.

63

Prepared by: Debra Bloom, City Engineer
Attachments None

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Request for Council Action

Date: 10/10/11
Item Number: 12 . a

Department Approval

City Manager Approval



Item Description:

Approve 2012 City Benefits Insurance Renewals & Cafeteria Contributions

Background:

During the September 26th Council discussed the proposed 2012 City benefits and cafeteria contributions package which is included as exhibit A. Also, during this discussion staff was directed to provide comparative data for this meeting which is included as exhibit B.

Exhibit C is a historical summary of Roseville's health insurance renewals and the design changes that have been made. You will notice that the City's contribution increase is not there because there has not been a method that has consistently historically been used such as percentage of premium increase or set dollar increase covered by the City. Therefore there is no way to calculate and lay this out historically because there have been too many variables included.

Recommendations:

In consideration of questions that may come to mind, staff recommends **not** having contribution policy or philosophy changes due to the following:

1. Historically, Roseville and other comparable Cities have paid 100% for single coverage of at least one plan. Roseville pays 100% currently for the two highest deductible plans.
2. Currently the City pays \$450 to fulltime staff that opts out of health insurance coverage and show proof of other coverage. This is employee friendly and also saves the City money. If this were to be eliminated the approximately 50 people that opt out would take the single coverage that is paid 100% by the City, this would cost the City an additional \$150,000 annually.
3. The City is bound by union contracts that have benefits language that has been negotiated over time and are bound by Minnesota Statutes Section 471.6161, Subdivision 5 which provides that "the aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit ... agree to a reduction in benefits."

- 1 4. Finally, for the first time in known history the City is seeing premium decreases in all
2 coverage's. Benefits complaints are rare and staff is not turning over. It is working for
3 both the employee and the employer.
4

5 **Financial Impact:**
6

7 The proposed Cafeteria Benefits budget for 2012 reflects no increase over the 2011 budget and
8 actually provides a decrease and a savings of \$4,564 for the City. This is the first time in known
9 history that this has occurred.
10

11 **Council Action Requested:**
12

13 Approve 2012 City benefits insurance renewals and cafeteria contributions as described
14 above with the respective contracts (subject to review and approval by the City Attorney).
15

16 Prepared by: Dona Bacon
17

18 Attachments: A. 9/26/11 RCA
19 B. 2011 Comparable Cities Information
20 C. 2004-2012 Health Insurance Renewals/Design Changes
21



Request for Council Action

Date: 9/26/11

Item Number:

Department Approval

City Manager Approval

Item Description:

Approve 2012 City Benefits Insurance Renewals & Cafeteria Contributions

Medical Background and Renewal Recommendations:

Each year the largest human resources expense aside from employee salaries is the cost of benefits, in particular medical insurance. The gap between the two keeps narrowing nationwide. City benefits costs were in excess of \$1.3 million in 2011. As this expense continues to grow organizations are making changes to help ease the impact for both employees and employers. Over the last several years Roseville has made changes and additions in the benefits area to minimize increases and to share the burden while making health insurance as affordable and effective as possible.

In response to escalating health care costs, the City began offering higher deductible plans with additional tiers of coverage. In 2004 we added a single-plus-one tier option to give employees and retirees the least expensive and most efficient alternatives. In 2005, the City added a High Deductible plan with a Health Reimbursement Account for payment of deductible expenses. In 2006 the City raised deductibles but also increased contributions to the health reimbursement account and added this account to the mid level plan to help staff control and minimize their risk. In 2008 Roseville dropped the no longer sustainable, rich, 100% coverage plan. Finally, in 2009 the City added a Health Savings Account (HSA) option.

Regular employees are eligible on a prorated basis if they work a minimum of 20 hours per week. We currently have 160 total Full-Time Equivalents (FTE's). We also have 13 former employees who are on the City's health plan through COBRA.

The City currently offers three medical options and three tiers through one provider, Health Partners, under the National Joint Powers Alliance consortium. The pool is National Joint Powers Association (NJPA). NJPA had previously only been associated with outstate Minnesota school districts; however, this has recently changed.

The unique part of NJPA is that the pool is self-insured but underwritten and administered by Health Partners so it operates like a fully insured plan. NJPA is driven by its 33,000 members. This is of interest to Roseville for a couple of reasons. First, since our claims have been declining over the past four years due to wellness and consumer driven plan initiatives, we have been able to achieve less than trend increases. NJPA would allow Roseville to

1 continue our current consumer-driven plan designs while achieving further savings due to
2 their tax exempt status.

3
4 Staff is showing a change in behaviors, and claims have declined again this past year for the
5 second year in a row. The City and staff will be financially rewarded in 2012. Continued
6 education, wellness initiatives, and action will again be the focus for the Benefits and the
7 Wellness Committees in 2012. Open enrollment is scheduled to begin in early November.

8
9 The City of Roseville's contract with NJPA for employee health insurance with Health
10 Partners will renew on January 1, 2012. The initial renewal rate was 0% and the final
11 negotiated renewal was a 1.5% decrease or a savings of \$18,200. This was substantially
12 better than in years past and much better than the national trend of approximately 7.5%
13 increase.

14
15 **City Contributions Background and Recommendations:**

16
17 Over the years we have maintained a philosophy of paying 100% of the premium for medical
18 and dental insurance for the single plan. This also remains the trend in the Stanton 5 group
19 although the marketplace continues to move away from paying 100% for rich coverage plans
20 as Roseville has already done.

21
22 In 2004 the City Council began moving to a more equal contribution per employee,
23 regardless of the employee's family status and lifestyle choices, as supported by an employee
24 survey done that year. Strides toward equal contribution halted due to enormous premium
25 increases and plan design changes the City has faced over the past few years.

26
27 In 2010 Council approved implementation of a Benefits Contribution Incentive that provides
28 the full cafeteria dollar amount only to those benefit eligible employees who participated in a
29 confidential health risk assessment, and a preventive care physical with a blood pressure
30 check. If staff does not participate in these wellness items they now receive \$25 less per
31 month in their cafeteria amount.

32
33 The Wellness Committee was asked to provide feedback on the savings that would be
34 achieved in the renewal. The Committee recommends putting the \$18,200 savings back into
35 the wellness program in the way of an increased incentive in the Benefits Contribution
36 Incentive if the employee completes a cholesterol and/or blood glucose check with their
37 annual physical. This way if they do not participate, the savings goes back to the City. In
38 2010, 65% of staff participated and were rewarded for keeping claims down. This would
39 bring the total incentive to \$35 per month for full participation.

40
41 With the 2012 plan designs remaining constant and keeping the premiums constant for staff
42 and City Council rather than providing a slight decrease savings may be used in wellness by
43 approving the following 2012 monthly cafeteria contribution levels:

44
45 ➤ **Opt Out:** \$465 (\$10 increase to Benefits Contribution Incentive)

46
47 ➤ **Those on either of the \$1,000 Deductible Plans would receive:**

- 48 ▪ Single: \$600 (increase of \$10)
49 ▪ Single + 1: \$715 (increase of \$10)

- Family: \$925 (increase of \$10)
- **Those on the \$2,000 or \$2,500 Deductible Plan would receive:**
 - Single: \$710 (increase of \$10)
 - Single + 1: \$815 (increase of \$10)
 - Family: \$1,000 (increase of \$10)
- **Monthly contributions deposited into a Health Reimbursement Account or Health Savings Account are as follows:**
 - **\$1,000 Deductible Plan Monthly Deposit:**
 - Single \$83 (same as 2011)
 - Single + 1 \$90 (same as 2011)
 - Family \$70 (same as 2011)
 - **\$2,000 or 2,500 Deductible Plan Monthly Deposit:**
 - Single \$200 (same as 2011)
 - Single + 1 \$170 (same as 2011)
 - Family \$125 (same as 2011)

Dental Renewal:

Review of the 2011 dental claims compared to premiums paid resulted in a decrease in premiums for all tiers. Delta Dental recommended about 9% decrease on single coverage, 6% for single-plus-one coverage, while the families would receive an 11.3% decrease. These rates are based solely on claims vs. premiums from each group. Delta Dental administrative fees are held at no increase through 2012 and there are no changes in coverage for the plan.

Life & Long Term Disability:

The City's current provider, Standard Insurance through the FCI City/County Consortium, has accepted a negotiated one year contract extension which provides for a 10% decrease in rates for Long Term Disability and an 8.2% decrease in basic life insurance through 2012. The voluntary life rates will remain the same as they were in 2011. This amounts to a savings of approximately \$4,564 for the City.

Financial Impact:

The above proposed Cafeteria Benefits budget for 2012 reflects no increase over the 2011 budget and actually provides a decrease and a savings of \$4,564 for the City. This is the first time in known history that this has occurred.

Council Action Requested:

Approve 2012 City benefits insurance renewals and cafeteria contributions as described above with the respective contracts (subject to review and approval by the City Attorney).

Comparable Cities Health Insurance Cafeteria Plans 2011

CITY		Deductible	OOP	Single Premium	EE Cost Monthly	HSA Contribution Annual	Total Company Paid Annually	Family Premium	EE Family Cost Monthly	HSA Contribution Annual	Total Company Paid Annually
A	HSA	1200/2400	2400/4800	\$ 514.10	0	\$ 2,458.80	\$ 8,628.00	\$ 1,367.10	\$ 648.10	0.00	\$ 8,628.00
I	H.S.A.	1500/3000	1500/3000	\$ 408.48	0	\$ 750.00	\$ 5,651.76	\$ 1,302.61	\$ 358.22	\$ 1,500.00	\$ 12,832.68
E	H.S.A.	2400/4800	2400/4800	\$ 380.24	\$ 30.24	\$ 1,326.36	\$ 5,526.36	\$ 1,141.31	\$ 511.93	\$ 1,326.36	\$ 8,878.92
C	HRA	2500/5000	4000/8000	\$ 520.10	0	0.00	\$ 9,600.00	\$ 1,367.10	\$ 567.10	0.00	\$ 9,600.00
C	HSA	2500/5000	2500/5000	\$ 484.10	0	\$ 3,050.00	\$ 9,600.00	\$ 1,274.10	\$ 474.10	0.00	\$ 9,600.00
B	HRA	2500/5000	4000/8000	\$ 520.10	0	\$ 2,210.00	\$ 12,360.00	\$ 1,367.10	\$ 625.44	\$ 3,460.00	\$ 12,360.00
B	HSA	2500/5000	2500/5000	\$ 484.10	0	\$ 2,210.00	\$ 12,360.00	\$ 1,274.10	\$ 532.44	\$ 3,460.00	\$ 12,360.00
F	HRA/VEBA	2500/5000	4000/8000	\$ 420.00	0	\$ 2,500.00	\$ 9,780.00	\$ 1,174.50	\$ 567.84	\$ 2,500.00	\$ 9,780.00
D	HRA	2500/5000	2500/5000	\$ 508.55	0	\$ 1,900.00	\$ 8,002.60	\$ 1,306.44	\$ 324.55	\$ 3,200.00	\$ 14,982.68
A	HSA	2500/5000	2500/5000	\$ 484.10	0	\$ 2,818.80	\$ 8,628.00	\$ 1,352.10	\$ 633.10	0.00	\$ 8,628.00
G	HSA	2500/5000	2500/5000	\$ 484.10	0	\$ 2,210.00	\$ 11,640.00	\$ 1,274.10	\$ 304.10	\$ 3,460.00	\$ 11,640.00
G	HRA	2500/5000	4000/8000	\$ 520.10	0	1250.00	\$ 11,640.00	\$ 1,367.10	\$ 390.00	2500.00	\$ 11,640.00
J	H.S.A.	2500/5000	2500/5000	\$ 484.10	0	\$ 2,500.00	\$ 8,809.20	\$ 1,274.10	\$ 309.10	\$ 3,709.20	\$ 11,580.00
H	H.S.A.	4500/9000	5800/11600	\$ 340.20	0	\$ 3,850.00	\$ 7,932.40	\$ 952.56	\$ 285.77	\$ 7,700.00	\$ 15,701.48
H	H.S.A.	4500/9000	5800/11600	\$ 312.98	0	\$ 3,850.00	\$ 7,605.76	\$ 876.36	\$ 262.91	\$ 7,700.00	\$ 15,061.40
Average:		#DIV/0!	#DIV/0!	\$457.69	\$2.02	\$2,192.26	\$9,184.27	\$1,244.71	\$452.98	\$2,701.04	\$11,551.54

City of Roseville	H.R.A.	2000/4000	2500/5000	\$ 479.42	0	\$ 2,400.00	\$ 8,400.00	\$ 1,301.62	\$ 436.62	\$ 1,500.00	\$ 11,880.00
City of Roseville	H.S.A.	2500/5000	5000/10000	\$ 365.42	0	\$ 2,400.00	\$ 8,400.00	\$ 984.68	\$ 119.98	\$ 1,500.00	\$ 11,880.00

Comparable Cities which have been used for several years now are:

Apple Valley, Brooklyn Center, Cottage Grove, Edina, Inver Grove Heights, Maplewood, Minnetonka, Richfield, Shakopee, & St. Louis Park

Health Ins. Renewals History Design Changes 2004-2012

Medical Premium Analysis Data

	2004	2005	2006	2007	2008	2009	2010	2011	2012
Proposed Renewal	12.00%	25.00%	29.00%	17.40%	42.50%	28.70%	15.00%	6.29%	0.00%
Renewal After Negotiations	6.00%	20.00%	21.00%	15.10%	33.20%	28.70%	8.90%	2.00%	0.00%
Roseville Final Renewal	6.00%	9.60%	3.10%	9.50%	6.80%	18.00%	8.90%	-1.44%	-1.50%
MN Trend	14.00%	11.00%	9.00%	9.00%	14.10%	14.10%	11.40%	8.20%	7.50%
FCI Average Renewal	6.00%	7.80%	6.23%	7.05%	7.00%	8.83%	8.84%	4.70%	NA
Savings from Proposed to Renewal	\$56,000	\$106,892	\$335,214	\$81,369	\$395,789	\$103,195	\$69,092	\$88,629	\$18,000

Plan Changes

***NOTE:** *** City covered 100% of richest plans above for singles until 2007 then began paying 100% of the 80% plan**

- 1.) **2002** Added the 80% plan option with deductible \$300 to give employees cost alternatives however this addition increased the cost of 100% coverage.
- 2.) **2004** Added the Single + 1 tier option to allow for more plan choice however this addition increased the cost for the family tier.
- 3.) **2005** increased deductible to \$500 + added the High Deductible \$1,000 Plan with the Health Reimbursement Acct. to give employees further cost alternatives however this addition increased the cost of the other 2 plans.
- 4.) **2006** Added a health reimbursement acct. to the 2 deductible plans & increased HD plan to \$1,200 Deductible + add 3 tier RX
- 5.) **2007** Co-pay \$20 to \$30 for co-pay & lower deductible plan from \$500 to \$750 Deductible + increase to all RX of \$5, Doubled OOP max.
- 6.) **2008** Eliminated the 100% co-pay plan increased both deductibles \$750 to \$1,000 and \$1,200 to \$2,500 + Doubled OOP max.
- 7.) **2009** Added a HD Plan with HSA & higher OOP + Added 2 smaller networks (Elect & Essential) to the open access plan for lower cost options
- 8.) **2010** moved to HP for savings and used 3 networks (1,000, 2,000, 2,500 Deductibles) Increased OOP max. on HD Plan
- 9.) **2011** moved to National Joint Powers Agreement (NJPA) self ins. had 1.44% decrease in overall premiums & no plan changes
- 10.) **2012** Renewal provides savings of \$18,000 with no plan or premium changes for staff. Request \$18,000 to be used to pay for blood work incentive

REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 12 . b

Department Approval

City Manager Approval

Timothy O'Neill

W. Mahinen

Item Description: Approve Fire Department Reorganization

BACKGROUND

The Fire Department over the course of the last two years has made significant changes to our command structure. Through the transition of the Fire Chief position, we chose to eliminate the position of Assistant Fire Chief as well as recently choosing not to fill two vacant fulltime firefighter positions.

As an organization we have now reached the point in which we need to make structural changes which will provide for additional daytime staffing, better distribute responsibilities and duties, provide more focused commitment to our Emergency Medical Services (EMS) system, and help bolster the fire department succession plan for the future.

The reorganization plan would make changes to two current positions within the department, the Fire Marshal and Shift Commander. These two positions would become Battalion Chief of Fire Prevention and Battalion Chief of Operations, respectively. The additional position being added to the fire department would be a Battalion Chief of Emergency Medical Services. The EMS and Operations Battalion Chief's would provide daytime shift supervision Sunday-Friday from 6:00AM until 6:00PM. These positions would also assume the responsibilities of co-emergency managers for the city. Included with this RCA is an example of the new fire department organizational structure, as well as updated job descriptions for all positions effected.

FINANCIAL IMPACTS

With the elimination of the Assistant Fire Chief position in the 2011 fire department budget, as well as not filling the two vacant firefighter positions, we are able to recognize significant savings. The proposed 2012/13 budgets has been structured assuming the approval of the reorganization.

The reclassification of the Fire Marshal and Shift Supervisor position will result in a grade change for both positions, moving them from a current grade 12 to a grade 13. The new Battalion Chief position would also be hired at grade level 13 which is \$65,000-78,312.

STAFF RECOMMENDATION

Staff recommends the City Council authorize the fire department to complete its reorganization as described in this RCA including reclassification of the current Fire Marshal and Shift

33 Commander positions in addition to creating the new Battalion Chief of EMS position.
34

35 **REQUESTED COUNCIL ACTION**

36 Authorize the fire department to complete the reorganization as described, including
37 reclassification for the Fire Marshal and Shift Commander positions while establishing a new
38 position titled Battalion Chief of Emergency Medical Services.
39
40

Prepared by: Timothy O'Neill, Fire Chief

REQUEST FOR COUNCIL ACTION

Date: October 10, 2011
Item No.: 12 . C

Department Approval

Timothy O'Neill

City Manager Approval

W. J. Mahinen

Item Description: Request For Approval for Demolition Services for Fire Station #1

BACKGROUND

On March 21, 2011 the Fire Department Building Facility Needs Committee presented the following recommendations to the City Council regarding direction for future fire stations:

After an extensive evaluation of fire department operations, services offered, current building conditions and shortcomings, station locations, and future shared services the committee made a recommendation that the fire department move to a single new fire station on the grounds of the current Fire Station #1 at 2701 Lexington Ave. This recommendation would consolidate the department's current three station out-dated model into a centrally located station that would better serve the community both today and into the future.

As part of readying the site for new construction the current building will need to be removed and the basement filled and compacted. The Fire Department received three quotes for services as described in the below scope of services.

Scope of services

- Contractor shall furnish all work, materials, labor, equipment and supervision necessary to provide for the removal, salvage, recycling as much of the building equipment and fixtures to minimize the amount of material going to the land fill. Contractor shall also furnish all work, materials, labor, equipment and supervision necessary to provide for the demolition of the building. Contractor shall assure all necessary measures are taken to prevent damage to any adjacent structures, sidewalks, roads, etc.
- All work to be done on this project shall be accomplished in a thorough, substantial and workmanlike manner. The contractor shall use only experienced craftsman on this project. There shall be a knowledgeable site supervisor on site at all times the contractor has employees working.
- The complete demolition, removal and disposal of all building structures including foundations, below slab utilities, piping, conduit, etc.

- The complete demolition, removal and disposal of all site improvements such as asphalt, concrete pavement, storm & sanitary sewer, site lighting, landscaping including tree removal, etc.
- Demolition contractor is responsible for all disconnects, deconstructs and decommissioning of all utilities.
- Demolition contractor will be responsible for providing for filling the basement level of the current building, compaction of soil, making the site building ready.
- Demolition contractor shall be responsible for all permits, inspections, and associated fees for required work.
- Contract will provide all temporary erosion control measures as required to meet storm water pollution prevention plan (SWAPPP) and MPCA compliance.
- All work must be completed within the contract time frame.

Salvage and recycling plan

The contractor will submit a salvage and recycling plan with the following information:

- Identify materials that are feasible for salvage and requirements for site storage and transportation of materials to salvage facility.
- Develop procedure to re-use, salvage and recycle demolition material with estimated quantities of available materials and availability of recycling facilities.
- Identify re-use, salvage and recycling facilities locally if possible
- Site security during project

The Fire Department solicited quotes from three demolition companies listed below, and are recommending acceptance of the lowest cost demolition company.

Demolition Services Company	Cost
Frattalone Companies	\$48,000
K.A. Kamish Excavation, Inc.	\$71,800
Veit	\$73,682

FINANCIAL IMPACTS

The demolition cost will be incorporated as part of the station building costs, and therefore funded through future bonding funds.

STAFF RECOMMENDATION

Staff recommends Council authorize the fire department award of a contract for demolition Services with Frattalone Companies in the amount of \$48,000

REQUESTED COUNCIL ACTION

Motion to authorize the fire department to award the contract for demolition services with

74 Frattalone Companies in the amount of \$48,000

75

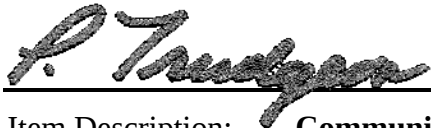
76 **Prepared by: Timothy O'Neill, Fire Chief**

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10-10-11
Item No.: 12 . d

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 2529 Maple Lane.**

BACKGROUND

- The subject property is the east half of a duplex which is currently being rented.
- The current owner is U.S. Bank National Association in Simi Valley, California.
- Current violations include:
 - Broken garage door (a violation of City Code Section 407.02.J & K).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Repair/replace garage door: \$900.00

Total: Approximately - \$900.00

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

29 **STAFF RECOMMENDATION**

30 Staff recommends that the Council direct Community Development staff to abate the above referenced
31 public nuisance violation at 2529 Maple Lane.

32 **REQUESTED COUNCIL ACTION**

33 Direct Community Development staff to abate the public nuisance violation at 2529 Maple Lane by
34 hiring general contractors to repair/replace the garage door.

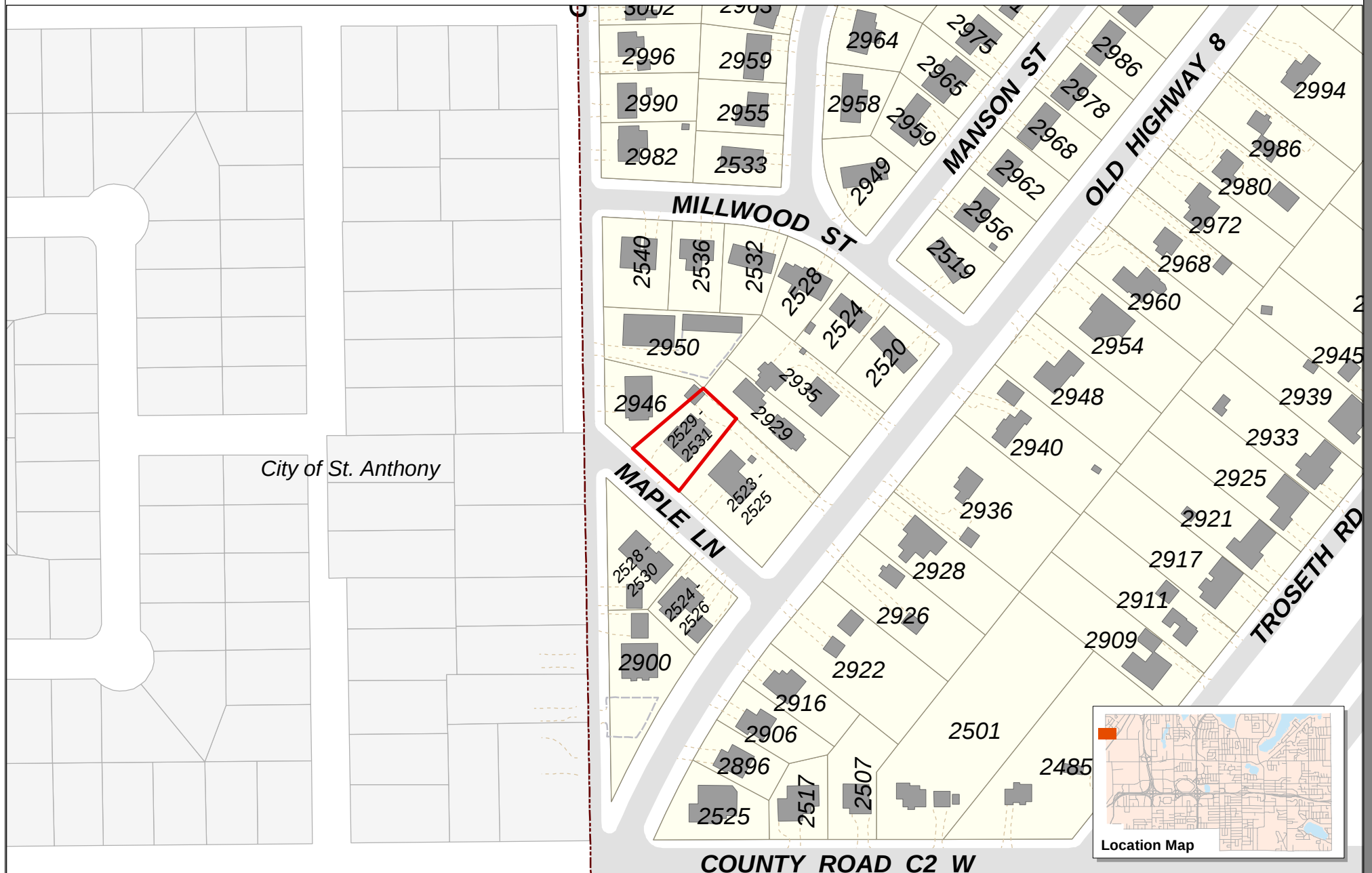
35 The property owner will then be billed for actual and administrative costs. If charges are not paid, staff
36 is to recover costs as specified in Section 407.07B.

37

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2529 Maple Lane

2529 Maple Ln



Prepared by:
Community Development Department
Printed: September 26, 2011



Site Location

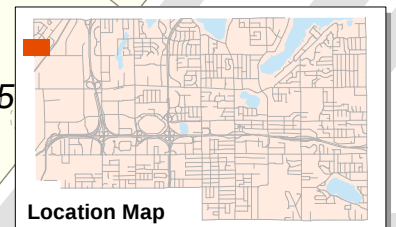
LR / R1 Comp Plan / Zoning Designations

Data Sources

* Ramsey County GIS Base Map (9/1/2011)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

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0 100 200 Feet

mapdoc: planning_commission_location.mxd

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10-10-2011
Item No.: 12.e

Department Approval

City Manager Approval

PT/DM



Item Description: **Community Development Department Request to perform an abatement for an Unresolved Violation of Roseville's City Code at 1756 Chatsworth Street.**

BACKGROUND

- The property is a single family home owned by Mr. David Battisto who lives at the property.
- The City continues to receive complaints from a neighbor about an unfinished driveway that does not have an approved hard surface installed (as required by City Code).
- Due to financial hardships, the property owner states he cannot complete a hard surfaced driveway that was required as part of a 2008 garage addition. The garage was finished, but the driveway was not. Currently the driveway just has a gravel base.
- The current violation is:
 - A driveway installed without an approved hard surface material. This is a violation of Roseville's City Code, Section 703.04.B.7 which specifically requires residential driveways to be hard surfaced with asphalt, concrete or pavers.
- Use of the abatement process: City Code Section 102.01.C.9 (General Penalty – Failure to Comply) states: 'If a violation requires code compliance within a set period of time and compliance does not occur by the deadline specified, the City may initiate an abatement process, as provided for in Chapter 407 of the City Code, and/or charge the party with a misdemeanor.' While this section allows the City to use the abatement process for City Code violations other than public nuisances, neither City Code nor State Statute allows for assessing costs of these types of abatements for collection with taxes. Therefore, to use this section to abate this particular City Code violation, the City would have to enter into a written contract with the property owner whereby the owner voluntarily agreed to having the costs assessed for collection with taxes.
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

- Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies

related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

- A City abatement involving installation of an asphalt driveway would cost approximately \$4,500.00.
- In the short term, costs of an abatement would be paid out of the HRA budget, which has allocated \$100,000 for abatement activities. Staff would recover costs as specified in a written contract with the owner – with costs spread over 4 years at 8% interest. Costs would be reported to Council following the abatement.

STAFF RECOMMENDATION

- Staff recommends that the Council direct Community Development staff to abate the above referenced City Code violation at 1756 Chatsworth Street by hiring a contractor to install an asphalt driveway; provided the property owner first enters into a written agreement with the City. If the property owner does not enter into such an agreement, staff would then be authorized to issue a Ramsey County Court Citation.

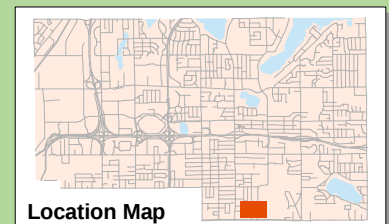
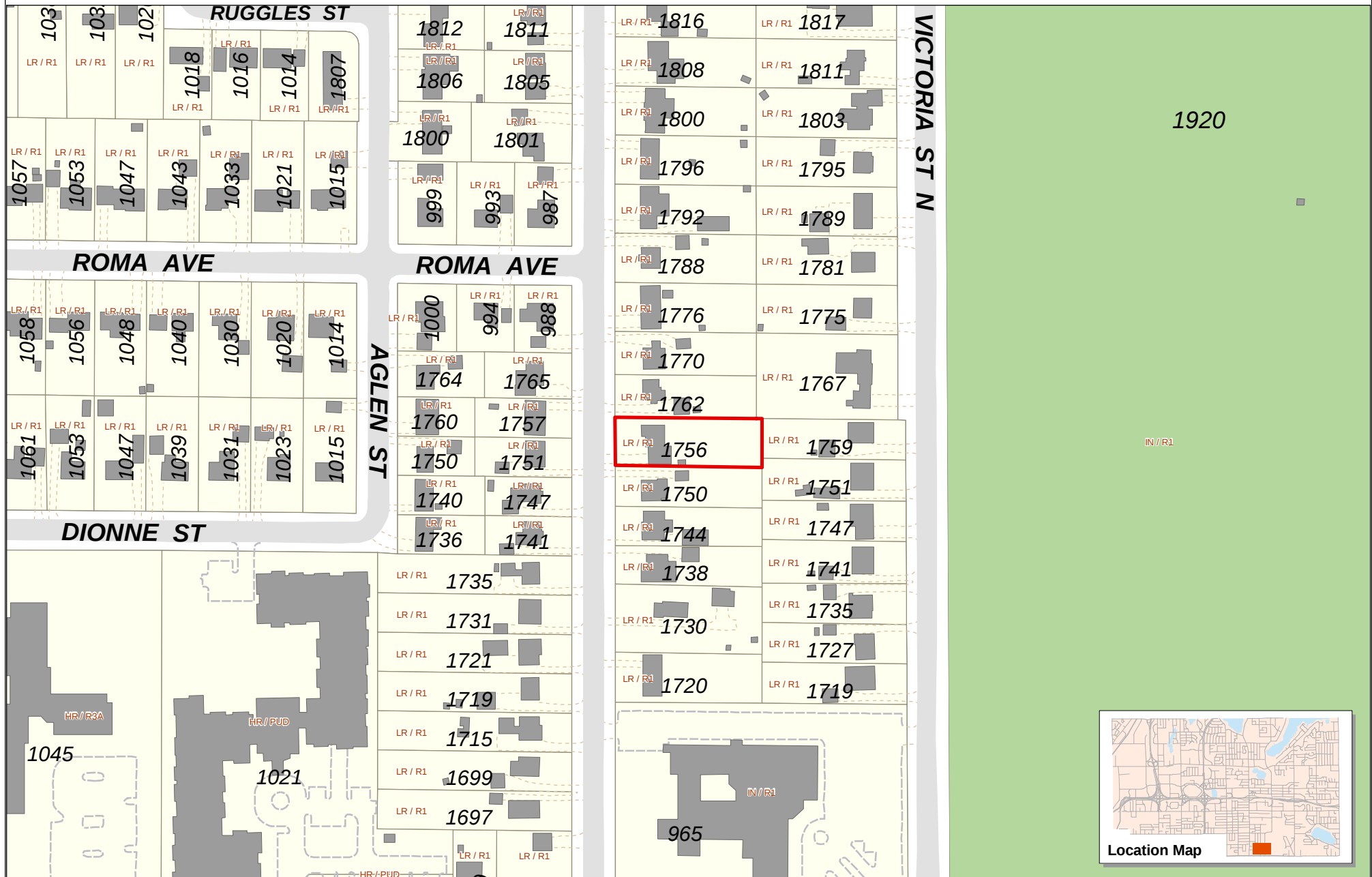
REQUESTED COUNCIL ACTION

- Direct Community Development staff to abate the above referenced City Code violation at 1756 Chatsworth Street by hiring a contractor to install an asphalt driveway; provided the property owner first enters into a written agreement with the City. If the property owner does not enter into such an agreement, staff is then authorized to issue a Ramsey County Court Citation.

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 1756 Chatsworth Street

1756 Chatsworth St N



Prepared by:
Community Development Department
Printed: July 12, 2010

Site Location

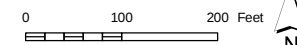
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (7/1/2010)
For further information regarding the contents of this map contact:
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2660 Civic Center Drive, Roseville MN

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mapdoc: planning_commission_location.mxd

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 10-10-2011

Item No.: 12. f

Department Approval

City Manager Approval

PT/DM



Item Description: **Community Development Department Request to Issue a Ramsey County Court Citation for Unresolved Violations of Roseville's City Code at 2575 Dellwood Avenue.**

BACKGROUND

- The property at 2575 Dellwood Avenue is a single family home.
- The current owner is Mr. Andrew Lange who lives at the property.
- The City has received complaints of a business being conducted out of the home. The property owner advertises Trustworthy Glass and General Repair using 2575 Dellwood as the business address.
- Following an inspection of the property, the following violations were observed:
 - 1. An addition was constructed onto the back of the garage without required permits or inspections:
 - A violation of City Code Section 901.09.A (Permits Required) which requires permits for building additions.
 - 2. A large tent structure was installed in the rear yard and used for storage. Tent structures for storage purposes are not allowed:
 - A violation of Zoning Ordinance Section 1004.01 (Statement of Purpose) and 1004.02 (Accessory Buildings) which establishes specific building material criteria for accessory structures (which tents do not meet).
 - A violation of City Code Section 901.9.B (Permits Required) which requires permits for accessory structures (none was obtained).
 - A violation of the Minnesota State Building Code which requires year round structures to be built according to the building code (which tents do not meet).
 - 3. Outside storage of commercial equipment (a large dumpster-type trailer) and materials (stacks of glass) typically used in conjunction with a glass repair business:
 - A violation of City Code Section 407.02.M.4. (Unlawful Parking and Storage).
 - A violation of City Code Section 407.02.M.2. (Unlawful Parking and Storage).
 - 4. Outside storage of junk and debris (miscellaneous lumber, pipe, bricks, etc):
 - A violation of City Code Section 407.02.M.2. (Unlawful Parking and Storage).
- Following a review of the conditions observed and discussions with the property owner, the following violations were concluded:
 - 1. A business (Trustworthy Glass and General Repair) being operated from a residential property in violation of Roseville's Home Occupation ordinance, including the following:
 - A home occupation not being conducted entirely within the dwelling:

- A violation of Zoning Ordinance Section 1004.01.G.2.a.
- Exterior alterations that have changed the residential character of the property:
 - A violation of Zoning Ordinance Section 1004.01.G.2.c.
- Exterior storage of business equipment and materials:
 - A violation of Zoning Ordinance Section 1004.01.G.2.d.
- Repair work involving power tools:
 - A violation of Zoning Ordinance Section 1004.01.G.2.j.2
- A status update, including pictures, will be provided at the Council hearing.

POLICY OBJECTIVE

- Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City’s 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City “implement programs to ensure safe and well-maintained properties.” In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City’s efforts to maintain livability of the City’s residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

- The City Code and Zoning Ordinance violations at 2575 Dellwood Avenue could negatively impact the property values of the surrounding properties.
- The issuance of a Ramsey County Court Citation would involve no monetary outlays by the City as the prosecuting attorney handles these cases as part of their contract.

STAFF RECOMMENDATION

- Staff recommends that the Council direct Community Development staff to issue a Ramsey County Court Citation to Mr. Andrew Lange for violations of Roseville’s City Code and Zoning Ordinance at 2575 Dellwood Avenue unless within 30 days:
 - A building permit is issued for the construction of the addition.
 - The tent structure is removed from the property.
 - All commercial and other outside storage violations are corrected.
 - The commercial trailer is removed from the property.
 - The home occupation is operated within published guidelines of Roseville’s home occupation ordinance, including:
 - The business is operated out of the dwelling and not the garage.
 - There is no exterior storage of equipment and/or materials.
 - There is no use of power tools on-site in conjunction with the business.

REQUESTED COUNCIL ACTION

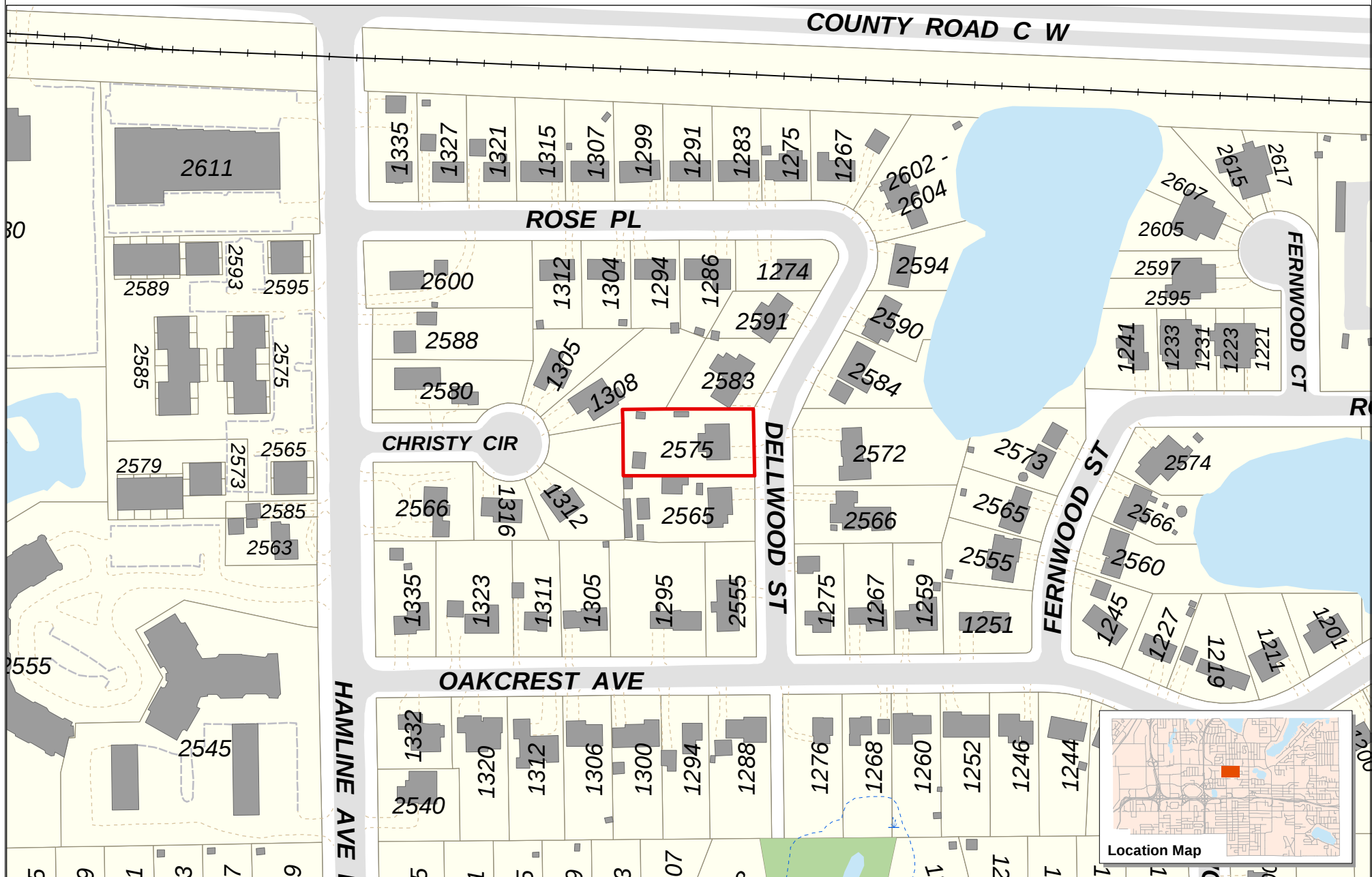
- Direct Community Development staff to issue a Ramsey County Court Citation to Mr. Andrew Lange for violations of Roseville’s City Code and Zoning Ordinance at 2575 Dellwood Avenue unless within 30 days:
 - A building permit is issued for the construction of the addition.

- o The tent structure is removed from the property.
- o All commercial and other outside storage violations are corrected.
- o The commercial trailer is removed from the property.
- o The home occupation is operated within published guidelines of Roseville's home occupation ordinance, including:
 - The business is operated out of the dwelling and not the garage.
 - There is no exterior storage of equipment and/or materials.
 - There is no use of power tools on-site in conjunction with the business.

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2575 Dellwood Avenue

2575 Dellwood Ave



Prepared by:
Community Development Department
Printed: September 12, 2011

Site Location

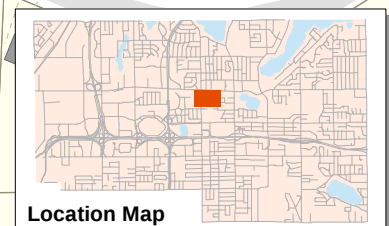
Comp Plan / Zoning
Designations
LR / R1

Data Sources

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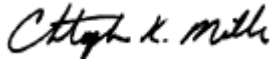
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REQUEST FOR COUNCIL ACTION

Date: 10/10/11
Item No.: 13.a

Department Approval



City Manager Approval



Item Description: Discuss a new Ordinance to Enable the City's Port Authority for the Purposes of Financing the Construction of a new Fire Station and Park Improvements

BACKGROUND

At the September 12, 2011 City Council meeting, the Council authorized the City to initiate the process of securing bond financing for the purpose of building a new fire station. The Council had previously authorized moving forward with bond financing for the purposes of funding park improvements.

After reviewing the available bond financing options it was determined that the most cost-effective approach was to issue bonds under the City's Port Authority. The City's Port Authority was established in 1987 by special legislation. It is not known if the City ever exercised its powers under the Authority, but State Statute clearly allows the Authority to issue general obligation bonds under certain circumstances.

In our case, the Port Authority, in conjunction with the City's Redevelopment Plan and Industrial Development District #1 Plan, allows for the issuance of general obligation bonds to finance the proposed fire station building and park improvements. A referendum is not required, but the City will be conducting a related public hearing on October 24, 2011 as part of this process.

To enable the City's Port Authority for these purposes, the City must enact a separate ordinance. The City's Bond Counsel will be drafting the Ordinance, but a preliminary draft is not yet available. The Council will be asked to adopt the ordinance at the October 24, 2011 meeting.

POLICY OBJECTIVE

Enabling the City's Port Authority to finance the construction of a new fire station and park improvements is consistent with the goals established by Imagine Roseville 2025, and prior Council directives.

FINANCIAL IMPACTS

An \$8 million bond for the Fire Station is expected to have an annual impact of approximately \$36, or \$3 per month for a typical home. The annual debt service would be approximately \$735,000.

A \$19 million (overall) bond for Park Improvements is expected to have an annual impact of approximately \$70, or \$6 per month for a typical home. The annual debt service would be approximately \$1,430,000.

30 **STAFF RECOMMENDATION**

31 Staff recommends the Council support the use of the City's Port Authority for the purposes of financing the
32 construction of a new fire station and park improvements.

33 **REQUESTED COUNCIL ACTION**

34 For information purposes only. No formal action is required. A proposed ordinance will be submitted at
35 the Council's October 24, 2011 meeting.

36

37

Prepared by: Chris Miller, Finance Director

Attachments: A: N/A

38

Council Review of City Manager

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a several statements describing a performance standard in that category. For each

statement, use the following scale to rank the city manager's performance.

- | | |
|--------------------------|--|
| 5 = Excellent | (almost always exceeds the performance standard) |
| 4 = Above Average | (generally exceeds the performance standard) |
| 3 = Average | (generally meets the performance standard) |
| 2 = Below Average | (usually does not meet the performance standard) |
| 1 = Poor | (rarely meets the performance standard) |

Any item left blank will be interpreted as a score of "3 = Average"

Please leave all pages of this evaluation form attached and initial each page.

All the results will be summarized into a performance evaluation to be presented to the City Manager as part of his annual review.

INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, a "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and willingness to adapt
- _____ Exhibits composure, appearance and attitude appropriate for the position
- _____ Is available and in town for important meetings and civic events

PROFESSIONAL SKILLS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by Council, staff, or citizens
- _____ Sets a professional example by handling affairs of the office in a fair and impartial manner

RELATIONS WITH ELECTED MEMBERS OF THE CITY COUNCIL

- _____ Carries out directives of the Council as a whole rather than those of any one individual or minority group
- _____ Sets meeting agendas that reflect the wishes of the Council
- _____ Disseminates complete and accurate information to all members in a timely manner
- _____ Assists the Council by facilitating decision making
- _____ Responds well to requests, advice, and constructive criticism

POLICY EXECUTION

- _____ Implements Council's actions in accordance with the intent of the Council
- _____ Supports the actions of the Council after a decision has been reached
- _____ Understands and enforces local government's laws, policies, and ordinances

_____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness

_____ Offers workable alternatives to the Council for changes in law or policy when an existing policy or ordinance is no longer appropriate

REPORTING

_____ Provides regular information and reports to the Council concerning matters of importance to the local government

_____ Responds in a timely manner to requests from the Council for special reports

_____ Takes the initiative to provide information and recommendations to the Council on matters that are not routine

_____ Reports produced by the manager are accurate, comprehensive, and concise

_____ Produces and handles reports ensuring transparency in governmental affairs

CITIZEN RELATIONS

_____ Responsive to requests from citizens

_____ Demonstrates a dedication to service to the community and its citizens

_____ Supports Council decisions when dealing with the news media

_____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

_____ Gives an appropriate effort to maintain citizen satisfaction with city services

STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

FISCAL MANAGEMENT

- _____ Prepares a budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligible and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

COMMUNITY

- _____ Keeps community well informed of all issues facing the city
- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Supports and fosters civic engagement
- _____ Cooperates with neighboring communities and the county
- _____ Helps the council address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

LEADERSHIP

- _____ Leads by example
- _____ Encourages staff to bring ideas forward
- _____ Facilitates good working relationship among Council members
- _____ Brings forward creative and innovative ideas to the Council

Staff Evaluation of City Manager

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a several statements describing a behavior standard in that category. For each statement, use the following scale to rank the city manager's performance.

- | | |
|-------------------|--|
| 5 = Excellent | (almost always exceeds the performance standard) |
| 4 = Above Average | (generally exceeds the performance standard) |
| 3 = Average | (generally meets the performance standard) |
| 2 = Below Average | (usually does not meet the performance standard) |
| 1 = Poor | (rarely meets the performance standard) |

Any item left blank will be interpreted as a score of "3 = Average"

All the results will be summarized as part of a performance evaluation and presented to the City Manager as part of his annual review. **All responses will be anonymous.**

INDIVIDUAL CHARACTERISTICS

- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and willingness to adapt
- _____ Exhibits composure, appearance and attitude appropriate for the position
- _____ Is available and in town for important meetings and civic events
- _____ Provides guidance and innovation for challenging issues

PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solutions
- _____ Willing to try new ideas proposed by Council, staff, or citizens
- _____ Sets a professional example by handling affairs of the office in an impartial manner
- _____ Demonstrates thorough knowledge issues and duties of all departments

POLICY EXECUTION

- _____ Supports the actions of the Department after a decision has been reached
- _____ Understands and enforces local government's laws, policies, and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives for changes in law or policy when an existing policy or ordinance is no longer appropriate

REPORTING

- _____ Provides regular information and reports concerning departmental and city matters
- _____ Responds in a timely manner to requests
- _____ Takes initiative to provide information and recommendations on matters brought forward by staff
- _____ Reports produced by the manager are accurate, comprehensive, and concise
- _____ Encourages transparency in all dealings with Council, staff and citizens

CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Is committed to maintaining citizen satisfaction with city services

STAFFING

- _____ Understands department staffing needs
- _____ Transmits funding and staffing issues effectively

- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls
- _____ Develops and maintains a friendly and informal relationship with the staff and work force
- _____ Provides appropriate direction to staff through annual performance reviews, setting goals and objectives, assessing progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

FISCAL MANAGEMENT

- _____ Prepares a budget to provide services as requested by Council
- _____ Supports staff recommendations for prioritization, allocations, increases, and reductions
- _____ Works with staff to apply reductions equitably among departments, in accordance with a sustainable plan and Council direction
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligible and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

- _____ Appropriately monitors and manages fiscal activities of the organization
- _____ Budgetary issues are presented fully and understandably

COMMUNITY

- _____ Keeps community well informed of all issues facing the city
- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Supports and encourages civic engagement
- _____ Cooperates with neighboring communities and the county
- _____ Cooperates with other regional, state and federal government agencies

LEADERSHIP

- _____ Leads by example
- _____ Encourages staff to bring ideas forward
- _____ Facilitates good working relationship among departments
- _____ Generates and offers creative and innovative ideas
- _____ Encourages and facilitates interaction between Council and staff

GENERAL ASSESSMENT

- _____ Is competent
- _____ Is a good leader
- _____ Encourages innovation and creativity
- _____ Creates a pleasant and safe working environment
- _____ Is supportive of staff
- _____ Is respectful of staff
- _____ Handles issues in a competent and timely manner

Citizen Evaluation of City Manager

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a several statements describing a behavior standard in that category. For each statement, use the following scale to rank the city manager's performance.

- | | |
|-------------------|--|
| 5 = Excellent | (almost always exceeds the performance standard) |
| 4 = Above Average | (generally exceeds the performance standard) |
| 3 = Average | (generally meets the performance standard) |
| 2 = Below Average | (usually does not meet the performance standard) |
| 1 = Poor | (rarely meets the performance standard) |

Any item left blank will be interpreted as a score of "3 = Average" If you have insufficient knowledge to evaluate an issue, please put an "NA" in the rating space. All the results will be summarized as part of a performance evaluation and presented to the City Manager as part of his annual review. **All responses will be anonymous.**

INDIVIDUAL CHARACTERISTICS

- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and willingness to listen
- _____ Exhibits composure, appearance and attitude appropriate for the position
- _____ Is readily accessible by phone, e-mail, or in person
- _____ Provides guidance and innovation for challenging issues
- _____ Responds promptly to requests for assistance
- _____ Provides timely and appropriate follow-up

PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the city
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solutions

- _____ Sets a professional example in dealing with citizen issues
- _____ Demonstrates thorough knowledge issues and duties of all departments

POLICY EXECUTION

- _____ Understands and enforces local government's laws, policies, and ordinances
- _____ Offers workable alternatives for changes in law or policy when an existing policy or ordinance is no longer appropriate

REPORTING

- _____ Information is provided to the public providing adequate time to respond
- _____ Provides regular information and reports concerning departmental and city matters
- _____ Takes initiative to provide information and recommendations on matters brought to his attention
- _____ Information provided by the manager is accurate, comprehensive, and concise
- _____ Encourages transparency in civic government
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Is committed to maintaining citizen satisfaction with city services

FISCAL MANAGEMENT

- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligible and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

- _____ Appropriately monitors and manages fiscal activities of the organization
- _____ Budgetary issues are presented fully and understandably

COMMUNITY

- _____ Keeps community well informed of all issues facing the city
- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Supports and encourages civic engagement
- _____ Cooperates with neighboring communities and the county
- _____ Cooperates with other regional, state and federal government agencies

GENERAL ASSESSMENT

- _____ Is competent
- _____ Encourages innovation and creativity
- _____ Handles issues in a professional and timely manner
- _____ Is responsive and respectful of citizens
- _____ Provides an adequate level of government information to the public
- _____ Is accessible to the public

City Manager Self-Assessment

As part of your performance review, we would like to provide an opportunity for you to give us input regarding your own evaluation your job and the supervision we provide.

1. Please list 3-5 major problems facing the city at this time.
2. Please list 3-5 strengths you feel you bring to this position.
3. Please list 3-5 weaknesses you have in your current position.
4. Please list 3-5 ways in which the Council could assist you in your position.
5. Please list 3-5 failings in the supervisory oversight provided by the Council.
6. Please list 3-5 ideas you would like to implement during the next year.