



City Council Agenda

Monday, July 22, 2013

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|--|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order: McGehee, Willmus, Laliberte, Etten, 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 |
| 6:20 p.m. | 6. Approve Minutes
a. Approve Minutes of July 15, 2013 Meeting |
| 6:25 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Approve Business & Other Licenses & Permits
c. Approve General Purchases and Sale of Surplus items in excess of \$5000
d. Receive Shared Services Report
e. Receive Grant Application Report
f. Receive IR 2025 Update
g. Approve a Sanitary Sewer Easement Vacation/Relocation at 2645 Snelling Avenue for Kath Fuel Oil Service Company
h. Approve Resolution Awarding Bid for Public Improvements at 3040 Hamline Avenue
i. Consider Reappointments to Roseville Housing and Redevelopment Authority
j. Approve the Interlocal Contract to join HGACBuy |
| 6:35 p.m. | 8. Consider Items Removed from Consent |

9. General Ordinances for Adoption

10. Presentations

6:40 p.m. a. Twin Lakes Property Owners Discussion

11. Public Hearings

12. Budget Items

7:10 p.m. a. 2014 Budget Direction

13. Business Items (Action Items)

7:40 p.m. a. Approve Springsted Amended Proposal for City Manager Search Services

8:00 p.m. b. Appoint Commissioners

8:15 p.m. c. Approve Josephine Heights Final Plat

8:45 p.m. d. Approve LHB Inc. for Final Design, Plans and Specifications for the Park and Recreation Renewal Program

14. Business Items – Presentations/Discussions

8:25 p.m. a. Discuss Hagen Property Development

15. City Manager Future Agenda Review

16. Councilmember Initiated Items for Future Meetings

17. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Jul 16	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Jul 17	6:30 p.m.	Human Rights Commission
Thursday	Jul 18	5:00 p.m.	City Council Meeting
Monday	Jul 22	6:00 p.m.	City Council Meeting
Tuesday	Jul 23	6:30 p.m.	Public Works, Environment & Transportation Commission
August			
Tuesday	Aug 6	8:00 p.m.	Parks & Recreation Commission (Night to Unite 'Til 8)
Wednesday	Aug 7	6:30 p.m.	Planning Commission
Monday	Aug 12	6:00 p.m.	City Council Meeting
Tuesday	Aug 13	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Aug 14	6:30 p.m.	Ethics Commission

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

Date: July 22, 2013

Item: 6.a

Approve July 15, 2013 City
Council Meeting Minutes

REQUEST FOR COUNCIL ACTION

Date: 07/22/2013
Item No.: 7.a

Department Approval

Chris Miller

City Manager Approval

P. Trudgen

Item Description: Approve 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	\$354,232.79
70656-70746	\$186,865.95
Total	\$541,098.74

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: Checks for Approval

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 7/17/2013 - 8:09 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
70667	07/11/2013	Boulevard Landscaping	Operating Supplies	Brickman Group LTD, LLC	For mowing and weeding streetscape	1,836.70
70730	07/11/2013	Boulevard Landscaping	Operating Supplies	The Mulch Store	Blanket PO for black dirt and mulch	2,297.81
70732	07/11/2013	Boulevard Landscaping	Operating Supplies	Tri State Bobcat, Inc	Equipment Rental	894.09
70733	07/11/2013	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	Trunk Insect Control	864.77
70733	07/11/2013	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2013 Blanket PO	64.13
Operating Supplies Total:						5,957.50
Fund Total:						5,957.50
70705	07/11/2013	Community Development	Advertising	Lillie Suburban Newspaper Inc	Notices, Ordinances-Acct: 262	21.40
Advertising Total:						21.40
70695	07/11/2013	Community Development	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	370.00
HRA Employer Total:						370.00
70717	07/11/2013	Community Development	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Emplc	96.15
HSA Employee Total:						96.15
70717	07/11/2013	Community Development	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	680.00
HSA Employer Total:						680.00
0	07/11/2013	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.07.2013 ICMA Defe	372.51
ICMA Def Comp Total:						372.51

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
70724	07/11/2013	Community Development	Life Ins. Employee	Standard Insurance Company	July Payment	226.11
					Life Ins. Employee Total:	226.11
70724	07/11/2013	Community Development	Life Ins. Employer	Standard Insurance Company	July Payment	80.80
					Life Ins. Employer Total:	80.80
70724	07/11/2013	Community Development	Long Term Disability	Standard Insurance Company	July Payment	183.57
					Long Term Disability Total:	183.57
70741	07/11/2013	Community Development	Professional Services	Verizon Wireless	Cell Phones	35.01
					Professional Services Total:	35.01
					Fund Total:	2,065.55
70662	07/11/2013	Contracted Engineering Svcs	Deposits	Bolton & Menk, Inc.	Engineering Service	5,262.00
70664	07/11/2013	Contracted Engineering Svcs	Deposits	Erick & Cara Bothun	Escrow Return-3077 Fairview Ave	3,000.00
70677	07/11/2013	Contracted Engineering Svcs	Deposits	Copeland Building Group	Escrow Return-2323 Terminal Road	10,000.00
					Deposits Total:	18,262.00
70717	07/11/2013	Contracted Engineering Svcs	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Empl	18.46
					HSA Employee Total:	18.46
70717	07/11/2013	Contracted Engineering Svcs	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	200.00
					HSA Employer Total:	200.00
70724	07/11/2013	Contracted Engineering Svcs	Life Ins. Employer	Standard Insurance Company	July Payment	8.08
					Life Ins. Employer Total:	8.08
70724	07/11/2013	Contracted Engineering Svcs	Long Term Disability	Standard Insurance Company	July Payment	19.68

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Long Term Disability Total:						19.68
Fund Total:						18,508.22
70657	07/11/2013	East Metro SWAT	Professional Services	American Messaging	Interpreter Service	91.70
Professional Services Total:						91.70
Fund Total:						91.70
70666	07/11/2013	Fire Station 2011	Professional Services	Braun Intertec Corporation	Consulting Services	1,750.44
70704	07/11/2013	Fire Station 2011	Professional Services	Lightning Disposal, Inc.	Rolloffs	366.18
70704	07/11/2013	Fire Station 2011	Professional Services	Lightning Disposal, Inc.	Rolloffs	579.00
Professional Services Total:						2,695.62
Fund Total:						2,695.62
0	07/11/2013	General Fund	209001 - Use Tax Payable	City of St. Paul	Sales/Use Tax	-43.91
0	07/11/2013	General Fund	209001 - Use Tax Payable	Gopher Bearing. Corp.	Sales/Use Tax	-112.37
0	07/11/2013	General Fund	209001 - Use Tax Payable	Minnesota Spring & Suspension, LI	Sales/Use Tax	-60.16
209001 - Use Tax Payable Total:						-216.44
0	07/11/2013	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	275.08
0	07/11/2013	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	257.96
211402 - Flex Spending Health Total:						533.04
0	07/11/2013	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	384.62
0	07/11/2013	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	136.00
0	07/11/2013	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	192.31
211403 - Flex Spend Day Care Total:						712.93
70705	07/11/2013	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices, Ordinances-Acct: 262	278.22

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Advertising Total:						278.22
0	07/11/2013	General Fund	Attorney Development Escrows	Erickson, Bell, Beckman & Quinn I	Professional Sevices-Josephine Heigh	1,711.25
Attorney Development Escrows Total:						1,711.25
70671	07/11/2013	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.68
70671	07/11/2013	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.68
70671	07/11/2013	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	30.68
70736	07/11/2013	General Fund	Clothing	Uniforms Unlimited, Inc.	Embroidery	48.06
Clothing Total:						140.10
70667	07/11/2013	General Fund	Contract Maint. - City Hall	Brickman Group LTD, LLC	City Campus Areas	1,110.40
70714	07/11/2013	General Fund	Contract Maint. - City Hall	Overhead Door Co of the Northlanc	Door Repair	482.80
0	07/11/2013	General Fund	Contract Maint. - City Hall	Yale Mechanical, LLC	Boiler Inspection	793.00
0	07/11/2013	General Fund	Contract Maint. - City Hall	Yale Mechanical, LLC	Air Conditioner Repair	958.93
Contract Maint. - City Hall Total:						3,345.13
70706	07/11/2013	General Fund	Contract Maint. - City Garage	Linn Building Maintenance	Building Cleaning-June 2013	942.64
Contract Maint. - City Garage Total:						942.64
70740	07/11/2013	General Fund	Contract Maintenance	Upper Cut Tree Service	Blanket PO for tree removal	1,047.38
Contract Maintenance Total:						1,047.38
0	07/11/2013	General Fund	Contract Maintenance Vehicles	Boyer Trucks Inc	2013 Blanket PO for vehicle repairs	4,871.35
0	07/11/2013	General Fund	Contract Maintenance Vehicles	Minnesota Spring & Suspension, LI	2013 Blanket PO for Vehicle Repairs	935.16
Contract Maintenance Vehicles Total:						5,806.51
0	07/11/2013	General Fund	Contractual Maintenance	Springbrook Software, Inc.	Additional Sorts for Check Approval	700.00
Contractual Maintenance Total:						700.00
70740	07/11/2013	General Fund	Emeral Ash Borer	Upper Cut Tree Service	Removal of Ash trees as part of the C	9,651.88
70740	07/11/2013	General Fund	Emeral Ash Borer	Upper Cut Tree Service	Removal of Ash trees as part of the C	598.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Emeral Ash Borer Total:	10,250.38
70695	07/11/2013	General Fund	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	4,036.69
					HRA Employer Total:	4,036.69
70717	07/11/2013	General Fund	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Emplc	1,418.59
					HSA Employee Total:	1,418.59
70717	07/11/2013	General Fund	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	5,924.66
					HSA Employer Total:	5,924.66
0	07/11/2013	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.07.2013 ICMA Defe	3,463.52
					ICMA Def Comp Total:	3,463.52
70724	07/11/2013	General Fund	Life Ins. Employee	Standard Insurance Company	July Payment	1,450.56
					Life Ins. Employee Total:	1,450.56
70724	07/11/2013	General Fund	Life Ins. Employer	Standard Insurance Company	July Payment	953.95
					Life Ins. Employer Total:	953.95
70724	07/11/2013	General Fund	Long Term Disability	Standard Insurance Company	July Payment	1,376.78
					Long Term Disability Total:	1,376.78
70702	07/11/2013	General Fund	Medical Services	LexisNexis Occ. Health Solutions	Annual Enrollment	32.00
					Medical Services Total:	32.00
0	07/11/2013	General Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00001.07.2013 Minnesota E	255.16
					Minnesota Benefit Ded Total:	255.16
70697	07/11/2013	General Fund	Miscellaneous	Internal Revenue Service	Annual Form 720-PCORI Fee	304.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Miscellaneous Total:						304.00
0	07/11/2013	General Fund	Op Supplies - City Hall	Grainger Inc	Plug In CFL	63.70
Op Supplies - City Hall Total:						63.70
0	07/11/2013	General Fund	Operating Supplies	City of St. Paul	Paper	682.66
70675	07/11/2013	General Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, per state b	2,004.06
70684	07/11/2013	General Fund	Operating Supplies	Fra-Dor Inc.	Black Dirt	547.37
70713	07/11/2013	General Fund	Operating Supplies	Networkfleet, Inc.	Monthly Service Fee-July 2013	145.75
Operating Supplies Total:						3,379.84
70679	07/11/2013	General Fund	Police Reserve Program	Mark Dion	Police Reserve Bike Repair Reimburs	12.32
Police Reserve Program Total:						12.32
70659	07/11/2013	General Fund	Professional Services	BCA-MNJIS	7 Units	840.00
70669	07/11/2013	General Fund	Professional Services	Central Power Distributors Inc	Chains, Laminate Bars	332.25
70678	07/11/2013	General Fund	Professional Services	Data 911	Qty 19 - MDS Warranty Renewal: 6/2	5,643.00
0	07/11/2013	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	Officer Joe Cox Arbitration	2,072.00
0	07/11/2013	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	Prosecution	12,301.25
0	07/11/2013	General Fund	Professional Services	Frontier Precision, Inc	Software Maintenance Extension	530.00
70703	07/11/2013	General Fund	Professional Services	LexisNexis Risk Data Mgmt, Inc.	People, Phone, Criminal Searches	79.20
70706	07/11/2013	General Fund	Professional Services	Linn Building Maintenance	Building Cleaning-June 2013	3,337.71
70727	07/11/2013	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	373.75
70727	07/11/2013	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.92
70731	07/11/2013	General Fund	Professional Services	Tracker Software, Corp	Pub Works Annual Support & Mainte	5,310.00
70734	07/11/2013	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	133.59
70740	07/11/2013	General Fund	Professional Services	Upper Cut Tree Service	Storm Damage Hauling	4,675.78
Professional Services Total:						35,633.45
70729	07/11/2013	General Fund	Telephone	T Mobile	Cell Phones-Acct: 771707201	39.99
70741	07/11/2013	General Fund	Telephone	Verizon Wireless	Cell Phones	770.61
Telephone Total:						810.60
70660	07/11/2013	General Fund	Training	BCA/Criminal Justice Training & E	Child Abuse Investigations Training-C	125.00
0	07/11/2013	General Fund	Training	Franci Ellsworth	Training Mileage Reimbursement	33.13
70712	07/11/2013	General Fund	Training	National Assoc.-School Resource O	School Resource Officer Course	495.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	07/11/2013	General Fund	Training	Streicher's	Ball Ammo	406.11
0	07/11/2013	General Fund	Training	Streicher's	Tactical Gear	2,392.50
Training Total:						3,451.74
0	07/11/2013	General Fund	Union Dues Deduction	LELS	PR Batch 00001.07.2013 Lels Union	1,640.35
70707	07/11/2013	General Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.07.2013 IOUE Union	195.00
0	07/11/2013	General Fund	Union Dues Deduction	MN Teamsters #320	PR Batch 00001.07.2013 Local 320 U	449.00
Union Dues Deduction Total:						2,284.35
0	07/11/2013	General Fund	Vehicle Supplies	CCP Industries Inc	Oil Kit, Clean Up Bags	546.05
0	07/11/2013	General Fund	Vehicle Supplies	General Industrial Supply Co.	Safety Braces	1,241.61
0	07/11/2013	General Fund	Vehicle Supplies	Gopher Bearing. Corp.	Mounted Unites, Ball Bearings	1,746.77
0	07/11/2013	General Fund	Vehicle Supplies	MacQueen Equipment	2013 Blanket PO for Vehicle Repairs	529.03
70728	07/11/2013	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2013 Blanket PO for vehicle repairs	665.62
Vehicle Supplies Total:						4,729.08
Fund Total:						94,832.13
70739	07/11/2013	General Fund Donations	K-9 Supplies	University of Minnesota-VMC	K9 Supplies	97.50
K-9 Supplies Total:						97.50
Fund Total:						97.50
70689	07/11/2013	Golf Course	Fee Program Revenue	Nicole Gerlach	Golf Camp Reimbursement	60.00
70716	07/11/2013	Golf Course	Fee Program Revenue	Lou Paul	Golf Tourney Refund	95.00
Fee Program Revenue Total:						155.00
70695	07/11/2013	Golf Course	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	70.00
HRA Employer Total:						70.00
70717	07/11/2013	Golf Course	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	170.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employer Total:	170.00
0	07/11/2013	Golf Course	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.07.2013 ICMA Defe	50.00
					ICMA Def Comp Total:	50.00
70724	07/11/2013	Golf Course	Life Ins. Employee	Standard Insurance Company	July Payment	56.64
					Life Ins. Employee Total:	56.64
70724	07/11/2013	Golf Course	Life Ins. Employer	Standard Insurance Company	July Payment	8.08
					Life Ins. Employer Total:	8.08
70724	07/11/2013	Golf Course	Long Term Disability	Standard Insurance Company	July Payment	20.52
					Long Term Disability Total:	20.52
0	07/11/2013	Golf Course	Operating Supplies	Hornungs Pro Golf Sales, Inc.	Ball Markers, Plastic Repair Tools	73.53
0	07/11/2013	Golf Course	Operating Supplies	Sysco Mn	Popcorn, Cups, Forks, Condiments	50.99
					Operating Supplies Total:	124.52
70719	07/11/2013	Golf Course	Use Tax Payable	R & R Products Inc.	Sales/Use Tax	-11.89
					Use Tax Payable Total:	-11.89
0	07/11/2013	Golf Course	Vehicle Supplies	MTI Distributing, Inc.	Cable-Steering	92.13
70719	07/11/2013	Golf Course	Vehicle Supplies	R & R Products Inc.	Grey Seat	184.84
					Vehicle Supplies Total:	276.97
					Fund Total:	919.84
70699	07/11/2013	Housing & Redevelopment Agency	Payment to Owners	Helen Joy	Energy Audit	60.00
					Payment to Owners Total:	60.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						60.00
0	07/11/2013	Information Technology	Contract Maintenance	Electro Watchman, Inc.	Security Alarm Monitoring	320.63
Contract Maintenance Total:						320.63
70680	07/11/2013	Information Technology	Financial Support	Diversified Collection Services, Inc	PR Batch 00001.07.2013 Financial St	210.24
Financial Support Total:						210.24
70695	07/11/2013	Information Technology	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	695.00
HRA Employer Total:						695.00
70717	07/11/2013	Information Technology	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Emplc	119.23
HSA Employee Total:						119.23
70717	07/11/2013	Information Technology	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	543.75
HSA Employer Total:						543.75
0	07/11/2013	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.07.2013 ICMA Defe	325.00
ICMA Def Comp Total:						325.00
70672	07/11/2013	Information Technology	Internet	City of Mounds View	Optical Fiber Use Agreement	600.00
70674	07/11/2013	Information Technology	Internet	Comcast	Cable TV, High Speed Internet	81.10
70693	07/11/2013	Information Technology	Internet	Hurricane Electric	Transit Service Monthly Fee	500.00
70745	07/11/2013	Information Technology	Internet	XO Communications Inc.	Internet	1,402.85
Internet Total:						2,583.95
70724	07/11/2013	Information Technology	Life Ins. Employee	Standard Insurance Company	July Payment	48.61
Life Ins. Employee Total:						48.61
70724	07/11/2013	Information Technology	Life Ins. Employer	Standard Insurance Company	July Payment	86.86

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Life Ins. Employer Total:	86.86
70724	07/11/2013	Information Technology	Long Term Disability	Standard Insurance Company	July Payment	154.64
					Long Term Disability Total:	154.64
0	07/11/2013	Information Technology	Operating Supplies	SHI International Corp	Windows Server, Multiple Platform	801.56
					Operating Supplies Total:	801.56
70741	07/11/2013	Information Technology	Telephone	Verizon Wireless	Cell Phones	105.03
					Telephone Total:	105.03
					Fund Total:	5,994.50
70691	07/11/2013	License Center	Computer Equipment	Hewlett-Packard Company	Computer Supplies	655.19
70691	07/11/2013	License Center	Computer Equipment	Hewlett-Packard Company	Computer Supplies	655.19
70691	07/11/2013	License Center	Computer Equipment	Hewlett-Packard Company	Computer Supplies	858.25
70691	07/11/2013	License Center	Computer Equipment	Hewlett-Packard Company	Computer Supplies	655.19
					Computer Equipment Total:	2,823.82
70668	07/11/2013	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaning	29.00
					Contract Maintenance Total:	29.00
70695	07/11/2013	License Center	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	1,030.00
					HRA Employer Total:	1,030.00
70717	07/11/2013	License Center	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Emplc	38.46
					HSA Employee Total:	38.46
70717	07/11/2013	License Center	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	790.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employer Total:	790.00
70724	07/11/2013	License Center	Life Ins. Employee	Standard Insurance Company	July Payment	55.98
					Life Ins. Employee Total:	55.98
70724	07/11/2013	License Center	Life Ins. Employer	Standard Insurance Company	July Payment	72.72
					Life Ins. Employer Total:	72.72
70724	07/11/2013	License Center	Long Term Disability	Standard Insurance Company	July Payment	122.42
					Long Term Disability Total:	122.42
0	07/11/2013	License Center	Office Supplies	Advanced Label, LLC	Tickets	110.62
70715	07/11/2013	License Center	Office Supplies	Pakor, Inc.-NW8935	Passport Folders	47.16
0	07/11/2013	License Center	Office Supplies	Uline	Envelopes	105.28
					Office Supplies Total:	263.06
70706	07/11/2013	License Center	Professional Services	Linn Building Maintenance	Building Cleaning-June 2013	625.22
					Professional Services Total:	625.22
0	07/11/2013	License Center	Rental	Gaughan Properties	License Center Rent-Aug 2013	4,864.82
					Rental Total:	4,864.82
70715	07/11/2013	License Center	Use Tax Payable	Pakor, Inc.-NW8935	Sales/Use Tax	-3.03
					Use Tax Payable Total:	-3.03
					Fund Total:	10,712.47
70656	07/11/2013	Multi-Family Loan Program	Land Purchases	Alex's Lawn & Turf	Lawn Service at 2325 Dale St N	299.25
					Land Purchases Total:	299.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						299.25
70695	07/11/2013	P & R Contract Maintenance	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	370.00
HRA Employer Total:						370.00
70717	07/11/2013	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Emplc	196.15
70717	07/11/2013	P & R Contract Maintenance	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA WI En	46.15
HSA Employee Total:						242.30
70717	07/11/2013	P & R Contract Maintenance	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	790.00
HSA Employer Total:						790.00
70724	07/11/2013	P & R Contract Maintenance	Life Ins. Employee	Standard Insurance Company	July Payment	152.67
Life Ins. Employee Total:						152.67
70724	07/11/2013	P & R Contract Maintenance	Life Ins. Employer	Standard Insurance Company	July Payment	58.57
Life Ins. Employer Total:						58.57
70724	07/11/2013	P & R Contract Maintenance	Long Term Disability	Standard Insurance Company	July Payment	102.61
Long Term Disability Total:						102.61
70669	07/11/2013	P & R Contract Maintenance	Minor Equipment	Central Power Distributors Inc	Speed Feed Head, Grinding Wheel	287.07
Minor Equipment Total:						287.07
0	07/11/2013	P & R Contract Maintenance	Operating Supplies	Bryan Rock Products, Inc.	Red Ball Diamond Aggregate	518.71
70671	07/11/2013	P & R Contract Maintenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	11.35
70671	07/11/2013	P & R Contract Maintenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	8.68
70671	07/11/2013	P & R Contract Maintenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	8.68
70676	07/11/2013	P & R Contract Maintenance	Operating Supplies	Commercial Pool	Pool Supplies	249.02
70676	07/11/2013	P & R Contract Maintenance	Operating Supplies	Commercial Pool	Pool Supplies	138.92
70676	07/11/2013	P & R Contract Maintenance	Operating Supplies	Commercial Pool	Pool Supplies	249.02
0	07/11/2013	P & R Contract Maintenance	Operating Supplies	Fastenal Company Inc.	Supplies	293.80
0	07/11/2013	P & R Contract Maintenance	Operating Supplies	Fastenal Company Inc.	Supplies	256.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
70690	07/11/2013	P & R Contract Maintenance	Operating Supplies	Gertens Greenhouses	Arboretum Supplies	421.78
0	07/11/2013	P & R Contract Maintenance	Operating Supplies	Goodin Corp.	tank Cartridge	67.01
0	07/11/2013	P & R Contract Maintenance	Operating Supplies	M/A Associates	Can Liners	798.04
0	07/11/2013	P & R Contract Maintenance	Operating Supplies	M/A Associates	Can Liners	798.04
70708	07/11/2013	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Drain Check Valve	33.41
70708	07/11/2013	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Radio Module, Coupling	168.12
70708	07/11/2013	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	Couplings, Bushings	37.39
0	07/11/2013	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Central Park Supplies	24.63
70725	07/11/2013	P & R Contract Maintenance	Operating Supplies	Stanley Security Solutions, Inc.	Keys	75.98
70737	07/11/2013	P & R Contract Maintenance	Operating Supplies	United Rentals	Duct Tape, Caution Tape	96.23
70738	07/11/2013	P & R Contract Maintenance	Operating Supplies	Universal Athletic Service, Inc.	3 Pallets of Chalk	1,150.78
70738	07/11/2013	P & R Contract Maintenance	Operating Supplies	Universal Athletic Service, Inc.	Net Fasteners	144.28
Operating Supplies Total:						5,549.94
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	107.94
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	105.81
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	85.50
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	117.56
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	192.38
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	96.19
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	213.75
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	249.02
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	577.13
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	598.50
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	651.94
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	529.03
70661	07/11/2013	P & R Contract Maintenance	Professional Services	Biolawn, Inc.	Regular Service	993.94
70740	07/11/2013	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	Diseased and Hazard Tree Removal	7,251.47
70742	07/11/2013	P & R Contract Maintenance	Professional Services	Village Plumbing, Inc.	Plumbing Service	650.00
Professional Services Total:						12,420.16
0	07/11/2013	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Regular Service	169.84
0	07/11/2013	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Regular Service	169.84
0	07/11/2013	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	07/11/2013	P & R Contract Maintenance	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
Rental Total:						430.52
70707	07/11/2013	P & R Contract Maintenance	Union Dues Deduction	Local Union 49	PR Batch 00001.07.2013 IOUE Union	227.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Union Dues Deduction Total:						227.50
70725	07/11/2013	P & R Contract Maintenance	Use Tax Payable	Stanley Security Solutions, Inc.	Sales/Use Tax	-4.89
Use Tax Payable Total:						-4.89
Fund Total:						20,626.45
0	07/11/2013	Park Renewal 2011	Professional Services	LHB Inc	Lead Consultant fee for the 2012-2011	18,053.50
0	07/11/2013	Park Renewal 2011	Professional Services	LHB Inc	Lead Consultant fee for the 2012-2011	23,312.00
Professional Services Total:						41,365.50
Fund Total:						41,365.50
70724	07/11/2013	Police - DWI Enforcement	Life Insurance	Standard Insurance Company	July Payment	4.42
Life Insurance Total:						4.42
0	07/11/2013	Police - DWI Enforcement	Professional Services	Erickson, Bell, Beckman & Quinn I	Vehicle Forfeiture	48.49
70734	07/11/2013	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	90.84
Professional Services Total:						139.33
Fund Total:						143.75
70695	07/11/2013	Police Grants	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	51.81
HRA Employer Total:						51.81
70717	07/11/2013	Police Grants	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Emplc	6.79
HSA Employee Total:						6.79
70717	07/11/2013	Police Grants	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	55.34

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
HSA Employer Total:						55.34
70724	07/11/2013	Police Grants	Life Ins. Employee	Standard Insurance Company	July Payment	0.66
Life Ins. Employee Total:						0.66
70724	07/11/2013	Police Grants	Long Term Disability	Standard Insurance Company	July Payment	7.91
Long Term Disability Total:						7.91
0	07/11/2013	Police Grants	Union Dues Deduction	LELS	PR Batch 00001.07.2013 Lels Union	24.65
Union Dues Deduction Total:						24.65
Fund Total:						147.16
70701	07/11/2013	Recreation Donations	Operating Supplies	Landscape Alternatives	Arboretum Raingarden Project	324.00
Operating Supplies Total:						324.00
70726	07/11/2013	Recreation Donations	Other Improvements	Stantec Consulting Services Inc.	Langton Lake Restoration - Conserva	33,075.00
70726	07/11/2013	Recreation Donations	Other Improvements	Stantec Consulting Services Inc.	SE Area Upland Forest Restoration	2,758.00
Other Improvements Total:						35,833.00
Fund Total:						36,157.00
70746	07/11/2013	Recreation Fund	Collected Insurance Fee	Emily Zimanski	Art Camp Refund	2.00
Collected Insurance Fee Total:						2.00
70681	07/11/2013	Recreation Fund	Contract Maintenance	Electrical Mechanical Services, Inc	Supplies	610.53
70706	07/11/2013	Recreation Fund	Contract Maintenance	Linn Building Maintenance	Building Cleaning-June 2013	1,048.44
Contract Maintenance Total:						1,658.97
70706	07/11/2013	Recreation Fund	Contract Maintenance	Linn Building Maintenance	Building Cleaning-June 2013	836.83

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Contract Maintenance Total:	836.83
70685	07/11/2013	Recreation Fund	Deposits - Arboretum Bricks	Friends of Roseville Parks	Credit Card Reimbursement Revenue	140.00
					Deposits - Arboretum Bricks Total:	140.00
70746	07/11/2013	Recreation Fund	Fee Program Revenue	Emily Zimanski	Art Camp Refund	3.00
					Fee Program Revenue Total:	3.00
70695	07/11/2013	Recreation Fund	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	978.00
					HRA Employer Total:	978.00
70717	07/11/2013	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Emplc	192.70
					HSA Employee Total:	192.70
70717	07/11/2013	Recreation Fund	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	495.00
					HSA Employer Total:	495.00
0	07/11/2013	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.07.2013 ICMA Defe	525.00
					ICMA Def Comp Total:	525.00
70724	07/11/2013	Recreation Fund	Life Ins. Employee	Standard Insurance Company	July Payment	97.35
					Life Ins. Employee Total:	97.35
70724	07/11/2013	Recreation Fund	Life Ins. Employer	Standard Insurance Company	July Payment	88.88
					Life Ins. Employer Total:	88.88
70724	07/11/2013	Recreation Fund	Long Term Disability	Standard Insurance Company	July Payment	193.03
					Long Term Disability Total:	193.03
70746	07/11/2013	Recreation Fund	Miscellaneous Revenue	Emily Zimanski	Art Camp Refund	49.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Miscellaneous Revenue Total:						49.00
0	07/11/2013	Recreation Fund	Operating Supplies	Ancom Communications, Inc.	Batteries, Charger	200.39
0	07/11/2013	Recreation Fund	Operating Supplies	Grainger Inc	Pleated Filters	29.24
0	07/11/2013	Recreation Fund	Operating Supplies	Grainger Inc	Ball Bearings	31.72
0	07/11/2013	Recreation Fund	Operating Supplies	Grainger Inc	Ball Bearings	196.59
0	07/11/2013	Recreation Fund	Operating Supplies	Grainger Inc	Sealed Ball Bearing	13.72
70698	07/11/2013	Recreation Fund	Operating Supplies	Intl Chemtex Corp.	Shipping/Handling	66.00
70698	07/11/2013	Recreation Fund	Operating Supplies	Intl Chemtex Corp.	Arena Fluid Cooler Water Treatment -	1,062.35
70698	07/11/2013	Recreation Fund	Operating Supplies	Intl Chemtex Corp.	Sales Tax	59.22
0	07/11/2013	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	187.20
0	07/11/2013	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	83.38
0	07/11/2013	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	167.00
0	07/11/2013	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	727.44
0	07/11/2013	Recreation Fund	Operating Supplies	Sysco Mn	Popcorn, Cups, Forks, Condiments	17.09
0	07/11/2013	Recreation Fund	Operating Supplies	Sysco Mn	Popcorn, Cups, Forks, Condiments	104.93
0	07/11/2013	Recreation Fund	Operating Supplies	Sysco Mn	Popcorn, Cups, Forks, Condiments	22.84
Operating Supplies Total:						2,969.11
0	07/11/2013	Recreation Fund	Printing	Roseville Area Schools	Summer Activities School	96.78
0	07/11/2013	Recreation Fund	Printing	Roseville Area Schools	Summer Activities School	96.78
0	07/11/2013	Recreation Fund	Printing	Roseville Area Schools	Summer Activities School	96.79
0	07/11/2013	Recreation Fund	Printing	Roseville Area Schools	Summer Activities School	96.78
Printing Total:						387.13
70658	07/11/2013	Recreation Fund	Professional Services	Art Spark	Favorite Doll Summer Camp	440.00
70673	07/11/2013	Recreation Fund	Professional Services	City of Shoreview	Friday Field Trip	439.00
70700	07/11/2013	Recreation Fund	Professional Services	Florence Katz	Summer Entertainment	100.00
70709	07/11/2013	Recreation Fund	Professional Services	Michael Miller	Softball Umpires	4,706.00
70709	07/11/2013	Recreation Fund	Professional Services	Michael Miller	Softball Umpires	4,758.00
70722	07/11/2013	Recreation Fund	Professional Services	Gregory J Smith	Summer Entertainment	600.00
70723	07/11/2013	Recreation Fund	Professional Services	Everett Smithson	Summer Entertainment	500.00
Professional Services Total:						11,543.00
0	07/11/2013	Recreation Fund	Professional Svcs	Samba Holdings Inc	Drivers License Check	9.00
Professional Svcs Total:						9.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	07/11/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	190.24
0	07/11/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	47.56
0	07/11/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	47.56
0	07/11/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	47.56
0	07/11/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	47.56
0	07/11/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	45.42
0	07/11/2013	Recreation Fund	Rental	Jimmys Johnnys, Inc	Regular Service	549.34
Rental Total:						975.24
0	07/11/2013	Recreation Fund	Services	Roseville Area Schools	Summer Camps	225.50
Services Total:						225.50
0	07/11/2013	Recreation Fund	Transportation	Forrest Anderson Mares	Mileage Reimbursement	16.39
0	07/11/2013	Recreation Fund	Transportation	Alyssa Kruzel	Mileage Reimbursement	187.58
Transportation Total:						203.97
70707	07/11/2013	Recreation Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.07.2013 IOUE Unioi	97.50
Union Dues Deduction Total:						97.50
70681	07/11/2013	Recreation Fund	Use Tax Payable	Electrical Mechanical Services, Inc	Sales/Use Tax	-39.27
Use Tax Payable Total:						-39.27
Fund Total:						21,630.94
70684	07/11/2013	Recreation Improvements	Ballfield Netting Replace	Fra-Dor Inc.	Western Cedar	832.02
Ballfield Netting Replace Total:						832.02
Fund Total:						832.02
0	07/11/2013	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium-June 2013	4,428.45
Employer Insurance Total:						4,428.45

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						4,428.45
70695	07/11/2013	Sanitary Sewer	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	383.99
HRA Employer Total:						383.99
0	07/11/2013	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.07.2013 ICMA Defe	34.99
ICMA Def Comp Total:						34.99
70724	07/11/2013	Sanitary Sewer	Life Ins. Employee	Standard Insurance Company	July Payment	20.01
Life Ins. Employee Total:						20.01
70724	07/11/2013	Sanitary Sewer	Life Ins. Employer	Standard Insurance Company	July Payment	40.50
Life Ins. Employer Total:						40.50
70724	07/11/2013	Sanitary Sewer	Long Term Disability	Standard Insurance Company	July Payment	69.73
Long Term Disability Total:						69.73
0	07/11/2013	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Waste Water Services-July 2013	205,172.44
Metro Waste Control Board Total:						205,172.44
0	07/11/2013	Sanitary Sewer	Operating Supplies	ESS Brothers & Sons, Inc.	Valves, Rings	4,063.38
0	07/11/2013	Sanitary Sewer	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	391.78
0	07/11/2013	Sanitary Sewer	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	181.17
0	07/11/2013	Sanitary Sewer	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	62.69
0	07/11/2013	Sanitary Sewer	Operating Supplies	FleetPride Truck & Trailer Parts	Fitting, Wire Hose, Labor	100.39
70688	07/11/2013	Sanitary Sewer	Operating Supplies	General Repair Service, Corp	Solenoid Valves	514.72
0	07/11/2013	Sanitary Sewer	Operating Supplies	Grainger Inc	Batteries	24.62
0	07/11/2013	Sanitary Sewer	Operating Supplies	Grainger Inc	Filters	297.67
Operating Supplies Total:						5,636.42
70691	07/11/2013	Sanitary Sewer	Other Improvements	Hewlett-Packard Company	Computer Supplies	928.41

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Other Improvements Total:						928.41
70662	07/11/2013	Sanitary Sewer	Professional Services	Bolton & Menk, Inc.	Inflow-Infiltration Evaluation	720.00
0	07/11/2013	Sanitary Sewer	Professional Services	Gopher State One Call	Blanket PO for Gopher State locate re	369.98
70713	07/11/2013	Sanitary Sewer	Professional Services	Networkfleet, Inc.	Monthly Service Fee-July 2013	51.90
Professional Services Total:						1,141.88
70718	07/11/2013	Sanitary Sewer	Rental	Q3 Contracting, Inc.	Sign, Barricade, Arrow Rentals	630.71
Rental Total:						630.71
70729	07/11/2013	Sanitary Sewer	Telephone	T Mobile	Cell Phones-Acct: 771707201	79.98
Telephone Total:						79.98
70707	07/11/2013	Sanitary Sewer	Union Dues Deduction	Local Union 49	PR Batch 00001.07.2013 IOUE Unioi	123.48
Union Dues Deduction Total:						123.48
Fund Total:						214,262.54
70695	07/11/2013	Solid Waste Recycle	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	29.05
HRA Employer Total:						29.05
70724	07/11/2013	Solid Waste Recycle	Life Ins. Employee	Standard Insurance Company	July Payment	15.75
Life Ins. Employee Total:						15.75
70724	07/11/2013	Solid Waste Recycle	Life Ins. Employer	Standard Insurance Company	July Payment	2.83
Life Ins. Employer Total:						2.83
70724	07/11/2013	Solid Waste Recycle	Long Term Disability	Standard Insurance Company	July Payment	6.64
Long Term Disability Total:						6.64

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						54.27
70694	07/11/2013	Storm Drainage	2013 Drainage Improvements	Hydromethods, LLC	Draingage Model, Sidewalk Drainage	3,850.00
2013 Drainage Improvements Total:						3,850.00
70724	07/11/2013	Storm Drainage	Life Ins. Employee	Standard Insurance Company	July Payment	13.50
Life Ins. Employee Total:						13.50
70724	07/11/2013	Storm Drainage	Life Ins. Employer	Standard Insurance Company	July Payment	33.66
Life Ins. Employer Total:						33.66
70724	07/11/2013	Storm Drainage	Long Term Disability	Standard Insurance Company	July Payment	51.28
Long Term Disability Total:						51.28
70675	07/11/2013	Storm Drainage	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, per state b	192.47
0	07/11/2013	Storm Drainage	Operating Supplies	Grainger Inc	Keys	132.53
70713	07/11/2013	Storm Drainage	Operating Supplies	Networkfleet, Inc.	Monthly Service Fee-July 2013	25.95
Operating Supplies Total:						350.95
0	07/11/2013	Storm Drainage	Professional Services	Foth Infrastructure & Environment	Professional Services	1,200.00
0	07/11/2013	Storm Drainage	Professional Services	Gopher State One Call	Blanket PO for Gopher State locate re	369.99
0	07/11/2013	Storm Drainage	Professional Services	SEH, Inc	Surface Water Plan	474.81
Professional Services Total:						2,044.80
70707	07/11/2013	Storm Drainage	Union Dues Deduction	Local Union 49	PR Batch 00001.07.2013 IOUE Unioi	130.00
Union Dues Deduction Total:						130.00
0	07/11/2013	Storm Drainage	Use Tax Payable	Grainger Inc	Sales/Use Tax	-8.53
Use Tax Payable Total:						-8.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Fund Total:						6,465.66
0	07/11/2013	Street Construction	2013 PMP	Element Materials Tech-St. Paul, In	Engineering Technicians	1,305.12
2013 PMP Total:						1,305.12
Fund Total:						1,305.12
70695	07/11/2013	Telecommunications	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	215.45
HRA Employer Total:						215.45
70724	07/11/2013	Telecommunications	Life Ins. Employee	Standard Insurance Company	July Payment	29.25
Life Ins. Employee Total:						29.25
70724	07/11/2013	Telecommunications	Life Ins. Employer	Standard Insurance Company	July Payment	12.93
Life Ins. Employer Total:						12.93
70724	07/11/2013	Telecommunications	Long Term Disability	Standard Insurance Company	July Payment	30.33
Long Term Disability Total:						30.33
0	07/11/2013	Telecommunications	Printing	Greenhaven Printing	July/August Newsletter	4,990.00
Printing Total:						4,990.00
Fund Total:						5,277.96
70670	07/11/2013	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	326.50
70670	07/11/2013	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	172.11
70670	07/11/2013	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	86.06
0	07/11/2013	Telephone	PSTN-PRI Access/DID Allocation	FSH Communications-LLC	Payphone Advantage Service	64.13
70696	07/11/2013	Telephone	PSTN-PRI Access/DID Allocation	Integra Telecom	Telephone	3,209.34

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
PSTN-PRI Access/DID Allocation Total:						3,858.14
Fund Total:						3,858.14
0	07/11/2013	TIF District #17-Twin Lakes	Professional Services	SRF Consulting Group, Inc.	Twin Lakes Area Traffic Count	833.55
Professional Services Total:						833.55
0	07/11/2013	TIF District #17-Twin Lakes	Twin Lakes I-35W Ramp	SRF Consulting Group, Inc.	Professional Services for Twin Lakes	3,422.44
Twin Lakes I-35W Ramp Total:						3,422.44
Fund Total:						4,255.99
70663	07/11/2013	Water Fund	Accounts Payable	RICHARD & KATHLEEN BOSCH	Refund Check	150.00
70665	07/11/2013	Water Fund	Accounts Payable	GAIL BRAND	Refund Check	19.59
70682	07/11/2013	Water Fund	Accounts Payable	ESTATE OF DONALD RUE	Refund Check	14.69
70683	07/11/2013	Water Fund	Accounts Payable	PETER FISHER	Refund Check	28.61
70686	07/11/2013	Water Fund	Accounts Payable	FUDDRUCKERS	Refund Check	128.05
70687	07/11/2013	Water Fund	Accounts Payable	MICK FUGATE	Refund Check	12.39
70692	07/11/2013	Water Fund	Accounts Payable	HUD	Refund Check	78.65
70711	07/11/2013	Water Fund	Accounts Payable	JAMES MOSES	Refund Check	33.41
70720	07/11/2013	Water Fund	Accounts Payable	JAMIE RICHARDS	Refund Check	123.64
70744	07/11/2013	Water Fund	Accounts Payable	JUAN & JENNIFER WILSON	Refund Check	38.68
Accounts Payable Total:						627.71
70695	07/11/2013	Water Fund	HRA Employer	ING ReliaStar	PR Batch 00001.07.2013 HRA Emplc	681.01
HRA Employer Total:						681.01
70717	07/11/2013	Water Fund	HSA Employee	Premier Bank	PR Batch 00001.07.2013 HSA Emplc	28.84
HSA Employee Total:						28.84
70717	07/11/2013	Water Fund	HSA Employer	Premier Bank	PR Batch 00001.07.2013 HSA Emplo	31.25

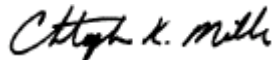
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
HSA Employer Total:						31.25
0	07/11/2013	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022'	PR Batch 00001.07.2013 ICMA Defe	65.01
ICMA Def Comp Total:						65.01
70724	07/11/2013	Water Fund	Life Ins. Employee	Standard Insurance Company	July Payment	47.64
Life Ins. Employee Total:						47.64
70724	07/11/2013	Water Fund	Life Ins. Employer	Standard Insurance Company	July Payment	53.45
Life Ins. Employer Total:						53.45
70724	07/11/2013	Water Fund	Long Term Disability	Standard Insurance Company	July Payment	82.64
Long Term Disability Total:						82.64
0	07/11/2013	Water Fund	Operating Supplies	ESS Brothers & Sons, Inc.	Valves, Rings	166.73
0	07/11/2013	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	188.73
0	07/11/2013	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	89.06
70684	07/11/2013	Water Fund	Operating Supplies	Fra-Dor Inc.	Black Dirt	280.00
70684	07/11/2013	Water Fund	Operating Supplies	Fra-Dor Inc.	Black Dirt	547.36
0	07/11/2013	Water Fund	Operating Supplies	General Industrial Supply Co.	Safety Vest	18.17
0	07/11/2013	Water Fund	Operating Supplies	Ramy Turf Products	Seed	82.83
0	07/11/2013	Water Fund	Operating Supplies	Ramy Turf Products	Seed	64.13
70721	07/11/2013	Water Fund	Operating Supplies	Sherwin Williams Co.	Paint Supplies	317.51
Operating Supplies Total:						1,754.52
0	07/11/2013	Water Fund	Other Improvements	Ferguson Waterworks #2516	Meter Supplies	204.22
0	07/11/2013	Water Fund	Other Improvements	Ferguson Waterworks #2516	Meter Supplies	362.71
0	07/11/2013	Water Fund	Other Improvements	Ferguson Waterworks #2516	Meter Supplies	868.98
Other Improvements Total:						1,435.91
0	07/11/2013	Water Fund	Printing	Greenhaven Printing	July/August Newsletter	1,000.00
Printing Total:						1,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	07/11/2013	Water Fund	Professional Services	Gopher State One Call	Blanket PO for Gopher State locate re	369.98
70735	07/11/2013	Water Fund	Professional Services	Twin City Water Clinic, Inc.	Doliform Bacteria-May 2013	180.00
70743	07/11/2013	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Locating	732.30
Professional Services Total:						1,282.28
70718	07/11/2013	Water Fund	Rental	Q3 Contracting, Inc.	Sign, Barricade, Arrow Rentals	283.01
70718	07/11/2013	Water Fund	Rental	Q3 Contracting, Inc.	Sign, Barricade, Arrow Rentals	319.02
70718	07/11/2013	Water Fund	Rental	Q3 Contracting, Inc.	Sign, Barricade, Arrow Rentals	143.53
Rental Total:						745.56
70707	07/11/2013	Water Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.07.2013 IOUE Unio	169.02
Union Dues Deduction Total:						169.02
0	07/11/2013	Water Fund	Water Meters	Dakota Supply Group	Meter Supplies	87.74
0	07/11/2013	Water Fund	Water Meters	Ferguson Waterworks #2516	Qty 4 - 2" Tru/Flo CMPD Meter gal e	6,142.84
0	07/11/2013	Water Fund	Water Meters	Ferguson Waterworks #2516	Qty 5 - 3" Tru/Flo CMPD Meter gal e	9,722.62
0	07/11/2013	Water Fund	Water Meters	Ferguson Waterworks #2516	Qty 1 - 2" Turbo meter gal e-coder FI	564.29
0	07/11/2013	Water Fund	Water Meters	Ferguson Waterworks #2516	Qty 5 - 3" Turbo Meter gal e-coder FI	5,285.70
0	07/11/2013	Water Fund	Water Meters	Ferguson Waterworks #2516	Sales Tax	1,664.83
0	07/11/2013	Water Fund	Water Meters	Ferguson Waterworks #2516	Qty 2 - 2" T10 Meter gal e-coder FLC	1,208.58
Water Meters Total:						24,676.60
Fund Total:						32,681.44
70710	07/11/2013	Workers Compensation	Insurance	Mn Dept of Labor & Industry	Special Comp Fund Assessment	2,460.00
0	07/11/2013	Workers Compensation	Insurance	WCRA	Estimated 2013 DA	2,777.07
Insurance Total:						5,237.07
0	07/11/2013	Workers Compensation	Professional Services	SFM Risk Solutions	Work Comp Administration	135.00
Professional Services Total:						135.00
Fund Total:						5,372.07

REQUEST FOR COUNCIL ACTION

Date: 7/22/2013
Item No.: 7.b

Department Approval



City Manager Approval



Item Description: Approve 2013 Business and Other Licenses and Permits

BACKGROUND

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

Massage Therapy Establishment License

Stephen's Hair Salon
2174 Snelling Ave N #3
Roseville, MN 55113

Massage Therapist License

JoAnne Marie Lorenz
Stephen's Hair Salon
2174 Snelling Ave N #3
Roseville, MN 55113

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

The correct fees were paid to the City at the time the application(s) were made.

STAFF RECOMMENDATION

Staff has reviewed the applications and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s).

REQUESTED COUNCIL ACTION

Motion to approve the business and other license application(s) as submitted.

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



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

\$300

Massage Therapy Establishment License Application

Business Name

Stephen's Hair Salon

Business Address

2124 Snelling Ave N

Business Phone

651 487 6818

Email Address

Foilecot@aol.com

Person to Contact in Regard to Business License:

Legal Name

Address

Phone

Date of Birth

Drivers License Number

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2013, and ending June 31, 2014, in the City of Roseville, County of Ramsey, and State of Minnesota.

License Required

Fee

Massage Therapy Establishment \$300.00

\$150.00 Background Check (new license only)

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

I have attached a certificate indicating Workers Compensation coverage, and the appropriate fee(s).

Signature

Date

7.11.2013

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



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

Massage Therapist License

New License ☐ Renewal ☒

For License year ending June 30, 2014

1. Legal Name JOANNE Marie LORENZ

2. Home Address _____

3. Home Telephone _____

4. Date of Birth _____

5. Drivers License Number _____

6. Email Address joanne.lopez@rooseville.com

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

JOANNE Marie CRICKSON - Before marriage on 2/29/92

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

STEPHEN'S SALON 274 SNELLING AVE NO ROSEVILLE 55113

9. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?

Yes ☐ No ☒ If yes, explain in detail on a separate page.

Please print this form and mail or hand-deliver along with 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.

Finance Department, License Division
2660 Civic Center Drive
Roseville, MN 55113

License fee is \$100.00

Make checks payable to: City of Roseville

REQUEST FOR COUNCIL ACTION

Date: 7/22/2013
Item No.: 7.c

Department Approval

Christopher K. Miller

City Manager Approval

P. Trudgen

Item Description: Approve 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	Budget / CIP
Street Lighting	Collins Electrical	LED Streetlight replacement (a)	\$23,550.00	CIP

Comments/Description:

- a) 3-Year LED street light replacement program. The first year will feature replacements near City Hall campus, Larpenteur, Lexington, and Hamline Avenues. The cost shown above represents the first-year cost only. Total project cost will be \$76,305. Collins Electrical was the lowest of 3 bids received.

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description
N/A	N/A

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

25 **STAFF RECOMMENDATION**

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

28 **REQUESTED COUNCIL ACTION**

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

31

32

Prepared by: Chris Miller, Finance Director

Attachments: A: None

33

REQUEST FOR COUNCIL ACTION

Date: 07/22/12
Item No.: 7.d

Department Approval

City Manager Approval

P. Trudgeon

Item Description: Receive Shared Services Quarterly Update

BACKGROUND

In February 2009, Resolution 10691, Authorizing Examination of Cooperation and Shared Services with Others, was adopted by the City Council supporting discussing and researching possible new and enhanced cooperation and shared services with local governments and others; and authorizing the City Manager to pursue and examine new cost-effective means of cooperating and sharing services; and directing the City Manager to report back on a regular basis to the City Council regarding cooperative opportunities.

REQUESTED COUNCIL ACTION

Receive the Quarterly Shared Services Update

Prepared by: Patrick J. Trudgeon, Interim City Manager

Attachments: A. Resolution 10691
B. Quarterly Shared Services Update

**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 23rd day of February 2009, at 6:00 p.m.

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

and the following were absent: none.

Mayor Klausing introduced the following resolution and moved its adoption:

**RESOLUTION No. 10691
AUTHORIZING
EXAMINATION OF COOPERATION AND
SHARED SERVICES WITH OTHERS**

WHEREAS, In 2008, the Minnesota Legislature imposed a three year tax levy limit on local governments; and

WHEREAS, Current economic conditions have caused a significant state budget deficit; and

WHEREAS, The Governor has unallotted local government aid to cities and counties; and

WHEREAS, In his proposed 2010-2011 biennial budget, the Governor has eliminated future Market Value Homestead Credit aid to Roseville; and

WHEREAS, The current economic challenges facing residents and local governments requires creativity and resourcefulness to continue to provide a high level of government services; and

WHEREAS, The City of Roseville provides cost effective and efficient governmental services to its residents and businesses; and

WHEREAS, The current economic pressures make continuing providing the high level of service an economic challenge; and

WHEREAS, Jointly sharing services between local governments and school districts and others can be a cost effective and efficient way to deliver services.

NOW, THEREFORE, BE IT RESOLVED, that

1. The City Council hereby actively supports discussing and researching possible new and enhanced cooperative efforts and sharing services with local governments and others.
2. The City Council hereby authorizes the City Manager and/or his designee to pursue and examine new cost effective means of cooperating and sharing services with other local governments and others to provide services and programs.
3. The City Council directs the City Manager to report back on a regular basis on any progress regarding cooperative opportunities.

The motion for the adoption of the foregoing resolution was duly seconded by Member Roe, and upon a vote being taken thereon, the following voted in favor thereof: Johnson, Ihlan, Roe, Pust and Klausing

and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Governmental Cooperation Initiatives

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 23rd day of February, 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of February, 2009.



William J. Malinen, City Manager

(Seal)

Shared Services Update*

[-July 2013](#)

Roseville Services Used by Others

Description of Shared Service	Shared Service Updates:
1. GIS Services with North St. Paul	o For the past five years, the City of Roseville has provided the City of North St. Paul 425 hours of Community Development staff time for GIS services for a fee of \$15,000 annually. <i>PT 06/09</i> North St. Paul has continued using GIS services in 2010. <i>PT 03/10 PT 06/10</i> Staff will plan on continuing this relationship into 2011. <i>PT 1/11</i> This program will continue into 2012. <i>PT 10/11</i> Entered into a new contract, December 2011 <i>PT 1/12</i>
2. Program Offerings to Lauderdale	- o Entered into an general agreement to provide certain program offerings to the community of Lauderdale for a fee LB 6/09 - o Renewed Recreation Agreement for 2012 LB 4-12
3. IT support services	- o JPA signed with the cities of Lake Elmo and Mahtomedi IT Support Services and phone services. Total value of contracts is \$43,500 CKM 2013 - o JPA signed with the Cities of Anoka and St. Francis for IT Support Services. Total value of these contracts is \$157,000. - o Revised JPA signed with the Cities of Forest Lake and Maplewood for additional IT support services. The value of contracts is \$10,000 annually. <i>CKM 10/11</i> - o JPA signed with the City of Forest Lake for IT support services. Value of the contract is \$55,000 annually <i>CKM 9/09</i> - o
4. Joint Fiber Optic Network	- o 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000. Expected completion on 10/31/09 <i>CKM 9/09</i> - o 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000 <i>CKM 6/09</i>
5. Engineering Services Falcon Heights and Arden Hills	- o Continue to provide Engineering support services <i>DS 05/09</i> - o Arden Hills Considering Reducing Support from Roseville <i>DS 1/12</i> Ended Arden Hills Engineering Agreement 5/12
6. Street message painting	o Provide as needed to Falcon Heights <i>DS 6/09</i>
7. East Metro SWAT	o Multi-Jurisdictional tactical and crisis negotiation team involving the following cities: Roseville, St. Anthony, , North St. Paul, and University of MN police department. <i>RM 4/13</i>
8. Pursuit Intervention Technique Training	o Roseville personnel must attend this training every three years. RPD oversees this training and is working on adding more departments to the group. <i>RM 04/13</i>
9. K-9 Police Training Area	o K-9 teams from throughout the metro area travel to the Roseville K-9 training area, where the grounds is set up to assist officers and their K-9 partners in preparing for Police Dog 1 certification trials and street work. <i>CS 6/09</i>
10. Automatic Mutual Aid with Lake Johanna Fire	o Provide mutual aid between Lake Johanna Fire and Roseville Fire for all structure fires. <i>TO 9/09</i>

11. Capital City Mutual Aid Association	o Provide fire mutual aid for all fire departments within Ramsey County. <i>TO 9/09</i>
12. North Suburban Mutual Aid Association	o Provide fire mutual aid for all fire departments within Hennepin County. <i>TO 9/09</i>
13. Maplewood	o Council Approved Agreement for Engineering Services Sharing <i>DAS 7/11</i> o Exploring sharing engineering staff as needed and available <i>DAS 4/11</i>
14. Ramsey-Washington Suburban Cable Commission	o Joint Powers Agreement Extension of IP Telephony Services <i>CKM 4/11</i>
15. Ramsey County Fire Chief's Assn	o Started County-wide Shared Services Group in June 2011 to review and explore areas in which we can share services and purchases on an ongoing basis. <i>TO 7/11</i>
16. 19 Metro Fire Departments	o Joint fire FEMA training grant with 19 other metro fire departments for 2013/14.
17. Roseville School District	o Joint Communities For a Lifetime Grant to initiate community dialogue on aging successfully in a community -Grant Successful, 12/12, implementation during 2013 LB 1/13
18. St. Anthony and New Brighton	o Adult Trips offered in cooperation with St. Anthony and New Brighton 2012/2013 LB 1/13

Others' Services Used by Roseville

Description of Shared Service	Shared Service Updates:
1. Equipment Rental opportunity	o Received equipment rental rate list from City of St. Paul <i>DS 6/09</i>
2. Equipment Sharing with Ramsey County PW	o Ongoing sharing of sealcoat equipment with RCPW <i>DS 6/09</i>
3. St Paul PD Record Mgmt System	o Deleted 9/10
4. Ramsey County Dispatch Service	o Provides dispatching services for the entire county except White Bear Lake. <i>CS 6/09</i>
5. Ramsey County Detention Service	o Temporary and long-term incarceration for arrested individuals. <i>CS 6/09</i>
6. Ramsey County Warrant Service	o Serves active warrants resulting from Roseville PD arrests. <i>CS 6/09</i>
7. Allina Medical	o Provides EMT services/ East Metro Swat tactical EMS service overview. <i>CS 6/09</i>
8. Roseville Fire Department	o Training and the providing of EMT services. <i>CS 6/09</i>
9. Century College	o Mandated and career training for law enforcement personnel. <i>CS 6/09</i>
10. Bureau of Criminal Apprehension	o Training, lab work, evidence analysis, statistical information, identification information, etc. Team also responds to critical incidents, suspicious deaths, etc. We also utilize their polygraph service. <i>CS 6/09</i>
11. MN State Patrol	o Assists in accident reconstruction, investigations, etc. <i>CS 6/09</i>
12. Financial Crime Services	o Implementation of the check diversion program. <i>CS 6/09</i>
13. Crime Stoppers	o Creation of a "tip-line" and on-going partnership in working with the media to develop leads in high-profile cases. <i>CS 6/09</i>
14. Ramsey County/St. Paul Violent Crime Enforcement Team- Narcotics Task Force	o A Roseville officer is assigned to this unit. <i>CS 6/09</i>
15. Ramsey County Crime Lab	o Use lab for narcotics testing. <i>CS 6/09</i>
16. Midwest Children's Resource Center	o Assist us on interviews of victims of abuse. <i>CS 6/09</i>
17. Northwest Youth and Family Services	o They handle youth diversion programs for Roseville. <i>CS 6/09</i>
18. Tubman Family Alliance	o Provide follow-up and advocacy for victims of domestic violence. <i>CS 6/09</i>
19. Target Corporation	o They provide assistance with video forensics. <i>CS 6/09</i>
20. BCA, Ramsey County, St. Anthony Police Department	o We utilize these agencies for computer forensics along with tracking cell phones and other mobile devices.. <i>RM 7/11</i>
21. Ramsey County Apprehension and US Marshals	o Both have provided assistance to us on several cases in gathering intelligence, locating suspects, executing search warrants and tracking cell phones. <i>CS 6/09</i>
22. Postal Inspector	o We regularly work with the US Postal Inspector in verifying addresses and also on criminal cases involving US Mail. <i>CS 6/09</i>
23. Mid-America	o We have entered into a partnership with Mid-America for storage and sale of forfeited vehicles. <i>CS 6/09</i>

24. Propertyroom.com	o Utilize this web-based service to sell items recovered by the police department. <i>CS 6/09</i>
25. Ramsey County Special Investigations Unit	o Their analysts have assisted us on several cases, creating crime maps, analysis and forecasting. <i>CS 6/09</i>
26. Bureau of Criminal Apprehension	o Laboratory analysis of evidence from fire scenes. <i>TO 9/09</i>
27. State Fire Marshal office	o Assistance with fire investigations on an as needed basis. <i>TO 9/09</i>
28. State Fire Marshal Office	o Resources and materials for public fire safety education. <i>TO 9/09</i>
29. Allina Medical transportation	o Provide patient transport within the city of Roseville. <i>TO 9/09</i>
30. Allina Medical transportation	o Provide medical training for fire department. <i>TO 9/09</i>
31. Minnesota State Regional Hazardous Material teams	o Provide response and technical assistance at Haz Mat incidents. <i>TO 9/09</i>
32. St. Paul Fire Training Center	o Provide training area for fire training. <i>TO 9/09</i>
33. Ramsey County municipalities	o Share purchase and maintenance of election equipment <i>CC 12/09</i>
34. Arden Hills, Little Canada, Lauderdale, Maplewood, Shoreview and White Bear Lake	o Coordinated a rain barrel/compost bin truckload sale <i>WM 6/10 WJM 5/11</i>
35. 911 Cell Phone Bank	o PD utilizes services to collect and refurbish cell phones donated by the community to the PD's 911 Emergency Cell Phone program <i>RM 9/10</i>
36. Ramsey County Project Lifesaver Program	o Personal locating device service offered to Ramsey County residents <i>RM 9/10</i>
37. Combined CERT (Citizens Emergency Response Team)	o Program into New Brighton's VIPS (Volunteers in Police Services) Program to offer more opportunities to volunteer and train members. <i>RM 9/10</i>
38. League of Minnesota Cities	o Online training for Police Officers <i>RM 1/11</i>
39. Bureau of Criminal Apprehension	o PD partners with the BCA in investigating and combating the exploitation of children through the computer. The BCA provides funding for equipment, training and expenses incurred by law enforcement as a result of such investigations. <i>RM 7/11</i>
40. Ramsey County Narcotic Evidence Disposal	o PD partners with Ramsey County and other suburbs in the disposal of expired prescription medications. <i>RM 7/1</i>
41. Minnesota Department of Public Safety	o PD partners with DPS in the investigation of scams and wire transfer frauds, especially those that originate outside the United States. <i>RM 7/11</i>
42. Ramsey County Homeland Security and Emergency Management	o PD partners with RCHSEM using their mobile command post and crisis negotiations equipment during critical incidents. RM 7/13
43. Law Enforcement Technology Group	o PD partners with St. Anthony PD, North St. Paul PD and White Bear Lake PD in sharing information. <i>RM 04/13</i>
44. Ramsey County Traffic Safety Initiative	o PD partners with other Ramsey County law enforcement agencies in combating drunk driving across the county. <i>RM 7/11</i>
45. Drug Recognition Experts	o PD partners with area law enforcement agencies in loaning on-duty DRE officers in combating narcotics related driving offense. <i>RM 7/11</i>
46. Police Canine Program	o PD partners with area law enforcement agencies in loaning on-duty Police K9 teams for assistance in locating individuals and evidence. <i>RM 7/11</i>
47. Ramsey County East Metro Real Time Information Center (EMRIC)	o PD Partners with EMRIC for covert surveillance camera installation and real time monitoring in targetd locations. <i>RM</i>

	<i>10/11</i>
48. Ramsey County Elections	o County coordinates 2012 elections. <i>CC 10/11</i>
49. City of Lauderdale	o Recreation Services Agreement (April 2011) <i>LB 10/11</i>
50. Northwestern College	o Cooperation for field maintenance and field use (May – Oct 2011) <i>LB 10/11</i>
51. North Suburban Soccer Association	o Cooperation for field maintenance and field use (May – Oct 2011) <i>LB 10/11</i>
52. City of Columbia Heights	o PD uses their Laser Shot firearms training device and firearms range during use of force training <i>RM 04/13</i>
53. St. Paul Police Department Radio Repair	o PD partners with the St. Paul Police Department to repair police radios <i>RM 7/12</i>
54. U.S. Postal Inspectors	o PD partners with this federal agency on mail theft incidents that can lead to identity theft <i>RM 7/12</i>
55. Federal Bureau of Investigation	o FBI generally handles the follow up investigation on financial institution robberies <i>RM 7/12</i>
56. Metro Transit Police	o Metro Transit Police will investigate crimes at the transit parking ramp. Transit police will share intelligence data with RPD <i>RM 10/12</i>
<u>57. Ramsey County Mobile Crime Scene Team</u>	<u>o PD partners with all suburban law enforcement agencies in Ramsey County to share personnel at complex crime scenes. RM 7/13</u>

**2/23/09: Resolution 10691 - Authorizing Examination of Cooperation and Shared Services with Others*

REQUEST FOR COUNCIL ACTION

Date: 07/22/2013

Item No.: 7.e

Department Approval

City Manager Approval



Item Description: Receive City Grant Applications Quarterly Update

BACKGROUND

In May, 2009, Resolution #10711 authorizing the City Manager to execute certain grant applications on behalf of the City and to report any applications to the City Council was adopted. The City has applied for several grants in the past several months.

POLICY OBJECTIVE

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

STAFF RECOMMENDATION

Receive the report.

REQUESTED COUNCIL ACTION

Receive the report.

Prepared by: William J. Malinen, City Manager

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

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

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

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

and the following were absent: none.

Mayor Klausing introduced the following resolution and moved its adoption:

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

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

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

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

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

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

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

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 18th day of May, 2009 with the original thereof on file in my office.

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



William J. Malinen, City Manager

(Seal)

**City of Roseville
Grant Applications
07/22/13**

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
The US Conference of Mayors—Main Street Economic Recovery Survey on Infrastructure Job Potential	Commercial Officer – 1 yr	\$120,000	3/09	PD				2009		0	
MN Dept of Human Rights	Facilitated Training for HRC	\$1,500	4/09	AD	None				7/23/09	\$1,500	
Bureau of Justice Assistance	CSO – 1 yr CITs – 1 yr	\$31,828	4/09	PD	None				7/24/09	\$31,828	04/13/09
COPS Hiring Recovery Program	Three Officers	\$601,500	4/09	PD				9/01/09		0	
MN Dept of Health	Alcohol Compliance Checks	\$3,720	7/09	PD				8/10/09		0	
MN Dept of Health	Alcohol Compliance Checks	\$2,840	4/10	PD	None					0	
US Dept of Homeland Security	Assistance to Firefighters, Fire Station Construction	\$4,927,110	7/09	FD	Land Purchase, Landscaping, Some Bldg Equip, Interior Finishing, Office Equip, Interior Furniture			4/1/2010		0	
MN Office of Justice Programs Recovery Act	New RMS, Mobile, Field Reporting Pkg	\$400,032	7/09	PD	None				2009	\$400,032	09/28/09
MN DEED	Property acquisition, construction segment of TL Pkwy and reconstruction of Prior Avenue	\$1,000,000	8/09	CD	Matching Funds: 1,000,000	CC	07/27/09		11/9/09	\$1,000,000	2/22/10
ARRA Federal Stimulus Recovery Act –	Extension of Geothermal to Mtnce	\$1,154,480	8/09	PW	Matching Funds	CC	07/27/09	10/09		0	

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
Geothermal Technologies Program Grant	Bldg & City Hall				1,154,480						
Ramsey County Sheriff's Office and the Minnesota Department of Public Safety	Overtime for Safe & Sober participation	\$52,170		PD	None	CC	10/19/09		10/19/09	\$52,170	10/19/09
Ramsey County Environmental Response Fund	Brownfields cleanup	\$30,000	8/09	CD	N/A				09/09	\$30,000	12/21/09
Metropolitan Council Livable Communities Program	Site acquisition, stormwater management, and pedestrian improvements associated with Sienna Green Phase 2	\$297,100	8/09	CD	N/A	CC	9/14/2009		1/13/10	\$202,100	6/28/10
Ramsey County Environmental Response Fund	Brownfields Cleanup	\$344,570	11/06	CD	N/A				12/01/09	\$180,570	3/08/10
Lakeridge	Defibrillator	\$500	3/09	PD	None				03/09	\$500	04/13/09
Kiwanis	Defibrillator	\$500	3/09	PD	None				03/09	\$500	04/13/09
TCF	Defibrillator	\$1,000	6/09	PD	None				06/09	\$1,000	06/09
MN Dept of Human Rights	Community Outreach	\$1,500	9/09	AD	None				10/22/09	\$1,500	Yes
MN Dept of Human Rights	Civic Engagement	\$1,500	12/09	AD	None				01/10	\$1,500	
MN Pollution Control Agency	Stipend for Two GreenCorps Volunteers	0	7/09	AD, PR, PW	Office space, support	CC	7/20/09	9/09		0	
Minnesota Department of Agriculture	Forest Protection Grant for Emerald Ash Borer	\$100,000		PR	15% In-Kind or Cash Match				1/15/10	\$50,000	1/11/10
US Dept of Homeland Security	BearCat Vehicle for SWAT	\$227,557	02/10	PD	0				Yes	\$227,557	02/10

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
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Granite Foundation	Partial Funding to Purchase an ATV to replace golf cart used to patrol parks	\$5,000	03/09	PD	\$6,000				06/09	\$5,000	04/13/09
Target Corporation	Funding for Shop with a Cop, Citizen's Academy, and National Night to Unite	\$3,500		PD	Ongoing- typically provided on an annual basis					0	
MN Office of Traffic Safety	In-Squad Cameras	\$52,000	09/10	PD	0				Yes	\$52,000	09/10
Ramsey County UASI Project	Emergency Operations Center Equipment	\$36,695	1/10	FD	None				3/2010	\$7650	4/1/201
Assistance to Firefighters Grants (AGF)	CPR devices	\$12,200	3/09	FD	\$4,880			4/2/2010		0	
Federal Appropriation	Twin Lakes infrastructure	\$1,000,000	4/09		None				12/09	\$1,000,000	
State of Minnesota- Dept of Homeland Security	Fire Corps Program	\$6,600	3/10	FD	None		3/10			0	
DEED Contamination Investigation& RAP Development Grant	Site assessment at PIK Site	\$50,000	5/10	CD	50% match to be paid my McGough	Council	4/26/10		6/10	\$50,000	12/10
Rice Creek Watershed District	Cost share for drainage improvements	\$50,000	5/09	PW	Remainder of project costs				3/10	\$50,000	5/10
Ramsey Conservation District	Wetland restoration Rain Gardens	0	5/09	PW	Remainder of project costs				4/10	\$27,165	5/10
Metropolitan Council Environmental Services	Sanitary Sewer Infrastructure Improvements	\$50,000	7/10	PW	>50% match					0	
Ramsey County Environmental Response Fund	Brownfields Cleanup	\$83,000	6/10	CD	None				7/10	\$83,000	
Minnesota Department of Public Safety	First Responder Reimbursement Program	0	09/10	FD	None			9/1/2010		0	
Ryan Companies	Purchase of Defibrillator	\$500	07/10	PD	0				Yes	\$500	
Dept of Public Safety	Safe & Sober	\$20,000	02/09	PD	0				Yes	\$20,000	2/09

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Target Corporation	McGruff Costume	\$1,000	07/10	PD	0				Yes	\$1,000	8/10
2010 US DOJ—COPS Ofc	Three add'l officers	\$552,126		PD			6/10	Denied		0	
Ramsey County SCORE Grant	Encourage Recycling	\$70,207	11/09	AD	0	12/09	11/09		12/09	\$70,207	
Ramsey County SCORE Grant	Encourage Recycling	\$70,327	10/10	AD	0	12/10	10/10		12/10	\$70,327	
Ramsey County Be Active! Be Green! Recycling Container Project	Encourage Recycling in Public Places (45 bins @ \$302.90 ea)	\$13,630	9/10	AD	0	9/10	9/10		10/10	13,630.	
Metropolitan Council	Construction Costs for Sienna Green II	\$300,000	7/10	CD	0				12/10	\$300,000	6/11
Metropolitan Council (State bonding money sought by Metro Cities)	Sanitary Sewer Inflow and Infiltration Reduction (expected only \$50,000)	\$124,000	12/10	PW	\$156,662				1/11	\$156,662	
TED Transportation Grant	Twin Lakes 35W Ramp Improvements	\$675,000	12/10	PW	\$289,000			1/11		0	
Metro Regional Arts Council	Summer Entertainment	\$5,000	1/11	PR	\$1,250						
Private Citizen Donation	Police K9 Program	\$10,000	3/11	PD	0					\$10,000	04/11
St. Paul K9 Foundation	Police K9 Program	\$6,000	3/11	PD	0					\$6,000	04/11
MN Dept of Public Safety	Safe & Sober, Click It or Ticket, HEAT	\$52,000	09/11	PD	0	09/10	09/10			\$52,000	10/10
Ramsey County Homeland Security and Emergency Management	Replacement 800 MHz radio equipment	\$ 30,000	3/11	PD	0				3/11	\$30,000	4/11

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
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								12/11			
Metropolitan Council Transportation Advisory Board	Twin Lakes 35w Ramp Improvements	\$964,000	7/11	PW	20%	7/11	12/11				
Roseville Community Fund	Rose Parade	\$2,500	3/11	PR/Kiwan is Club	0	1/11	3/11			\$2,500	
National Recreation and Parks Association	Youth Golf Program	\$12,000	3/11	PR	0	3/11	5/11		5/11	\$12,000	5/11
Minnesota Department of Natural Resources	Fishing Pier in Central Park Bennett Lake	\$37,208	1/11	PR	\$6,408 In Kind	1/11	5/11		5/11	\$30,800	9/11
Roseville Rotary	Drainage improvements and soccer goals at Tamarack Park	\$6,000	5/11	PR	0	3/11	5/11		5/11	\$6,000	
National Rifle Assn	Defibrillators	\$12,000	9/11	PD	0	9/11	9/11				
Department of Natural Resources	Conservation Partners Legacy Grant	\$5,000- \$400,000	1/12	PR	10%	2/12			4/12	\$89,168	5/12
Department of Natural Resources	Community Forest Bonding Grant	\$25,000	1/12	PR	0 %	2/12			4/12	\$25,000	5/12
Minnesota Regional Arts Council	Community Arts Grant	\$5,000	1/12	PR	\$15,910	2/12			3/12	\$5,000	5/12
Roseville Community Fund	Rose Parade	\$2,500	3/12	PR/Kiwan is	0	1/12			11/11	\$66,083	3/12
<u>Minnesota Department of Commerce, Division of Insurance Fraud Prevention</u>	<u>Auto theft prevention</u>	<u>\$66,083</u>	<u>8/11</u>	<u>PD</u>	<u>0</u>	<u>11/11</u>	<u>11/11</u>				
MN Dept of Labor	Ergonomic Work	\$9,440	7/12	PD	50%						

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	Stations							10/12			
FEMA	Joint Fire FEMA training grant with 19 other metro fire departments for 2013/14	\$25,770	06/01	Fire	20% match – paid out of current training budget		7/03/12			\$25,770	
Rick Creek Watershed District	Water Quality/Drainage Improvements	\$48,756	03/12	PW	Remainder of Project Costs		3/12		5/12	\$48,756	6/18/12
Metropolitan Area Agency on Aging	<i>To initiate community dialogue On elements of aging successfully in a community</i>	\$10,000	8/12	PR in cooperation with Roseville Schools	Staff involvement				12/12	\$10,000	<i>School District Accepted 12/12</i>
2012 US DOJ-COPS	1 Additional Officer	\$125,000	3/12	PD	\$38,000/yr		3/12				
Meadowlark Institute	HRC Community Dialogues	\$2,500	1/2013	Admin	Report, Promotion, blog entry		12/12		1/13	\$2500	1/13
Metropolitan Council	Sanitary Sewer Inflow/Infiltration Grant	\$360,000	10/12	PW	50% Match		10/12			\$433,136	2/13
Clean Water Legacy Funds Villa Park Wetland	Storm Water Quality Improvements CRWD	\$100,000	6/12	PW	50% Match		6/12		12/12	\$100,000	12/12
Clean Water Legacy Funds	Fairview Ave./Evergreen Park SubWatershed Storm Water Improvements	\$359,100	9/12	PW	25% Match		9/12		12/12	\$359,100	2/13
Private Citizen Donation	Police K9 Program	\$13,000	3/13	PD	0				3/13	\$13,000	3/13
MN Department of Commerce, Division of Insurance Fraud Prevention	Auto Theft Prevention	\$55,000	2/13	PD	0		2/13				

Organization/ Agency	Application			Dept	City Requirement	Application Approval		Final			
	Purpose	Amount	Date			By	Date	Agency Denied	Agency Awarded	Amount Awarded	City Accepted
MN Department of Commerce, Division of Insurance Fraud Prevention	Auto Theft Prevention	\$40,000	5/13	PD	0		5/13			\$40,000	7/13
		\$14, 689,049								\$5,460,712	\$3,837,864

REQUEST FOR COUNCIL ACTION

Date: 07/22/2013
Item No.: 7.f

Department Approval

City Manager Approval



Item Description: Receive Quarterly Update of Imagine Roseville 2025 Medium and Long Term Goals

BACKGROUND

The quarterly update of the *Imagine Roseville 2025* Medium and Long Term Goals is provided in fulfillment of the City Manager's requirement to regularly report the progress of staff to the Council.
Note:

REQUESTED COUNCIL ACTION

Receive the quarterly update of the *Imagine Roseville 2025* Medium and Long Term Goals.

Prepared by: Patrick J. Trudgeon, Interim City Manager

Attachments: A: Quarterly update of the *Imagine Roseville 2025* Medium and Long Term Goals

Imagine Roseville 2025
Medium & Long Term Goals
July 2013 Update

Medium Term Goals

Encourage businesses with family-sustaining jobs

- ❑ Roseville HRA has included economic development as one of its important priorities in their draft strategic plan, including finding high-quality jobs. *PT 7/12*
- ❑ Hold Navigating the New Normal Meetings sponsored by the Urban Land Institute *PT 01/12*
- ❑ Staff/Council discussion regarding targeted economic development efforts *PT 10/1*
- ❑ Twin Lakes Phase II complete *PT 10/11*
- ❑ Twin Lakes Phase II substantially complete *PT 1/11*
- ❑ Twin Lakes Phase II infrastructure project out for bid. Expected start, Summer 2010. *PT 6/10*
- ❑ Twin Lakes infrastructure 90% complete, Phase II is being planned for 2010 *PT 12/09*
- ❑ Twin Lakes infrastructure project underway. *PT 9/09*
- ❑ Twin Lakes infrastructure project out for bids. Expected start date, June 2009 *PT 6/09*
- ❑ Began the design work for the Twin Lakes public infrastructure to better position the project to take advantage of development opportunities when they arise. *PT 3/09*
- ❑ This past spring, the City created the Twin Lakes Public Financial Participation Framework that created a high priority in granting TIF funds within Twin Lakes to projects that create family-sustaining jobs. *PT 7/08*

More actively support existing businesses

- ❑ Roseville HRA has included economic development as one of its important priorities in their draft strategic plan, including doing extensive outreach to the existing business community. *PT 7/12*
- ❑ Hold Navigating the New Normal Meetings sponsored by the Urban Land Institute *PT 1/12*
- ❑ Staff/Council discussion on better connecting with Roseville businesses *PT 10/11*
- ❑ Community Development purchased 2011 Dunn and Bradstreet listing of Roseville Businesses *PT 7/11*
- ❑ No new activity to report at this time. *PT 6/10, PT 1/11*
- ❑ No new activity to report at this time *PT 9/09*
- ❑ Worked with the Ramsey County and State of Minnesota to assist UV Color with their expansion plans. *PT 6/09*
- ❑ No new activity to report at this time. *PT 3/09*
- ❑ Given the budget dollars, funding is not possible for 2009. *PT 10/08*
- ❑ Staff has brought forward to the Council about participating in the Twin Cities Capital Community Fund, which will lend money to businesses in participating communities. Decision pending. *PT 7/08*

Increase funding for and more actively promote housing redesign program

- ❑ No new activity to report at this time. *PT 6/10, PT 1/11, PT 10/11*
- ❑ No new activity to report at this time *PT 9/09*
- ❑ The Multi-Family loan program is in place, but no applications have been received. *PT 6/09*
- ❑ The RHRA has discontinued the redesign program due to a lack of interest. However, the RHRA has instituted a new multi-family loan

	program to assist property owners to make exterior improvements and incorporate energy efficient improvements in their buildings. <i>PT 3/09</i> ❑ Given the limited participation, the RHRA is proposing to no longer fund the program and utilize funding for existing loan programs and marketing of RHRA services to reach more residents. The RHRA is preparing to create a multi-family rehab program to allow for reinvestment in aging properties. <i>PT 10/08</i> ❑ In the past six months, the Roseville HRA has reviewed the existing redesign program and has changed some of the program guidelines to make it available to more people. Improvements to program ongoing. <i>PT 7/08</i>
Provide loans and other assistance to help people maintain property	❑ Roseville HRA has included maintaining single-family housing loans and other assistance as part of their draft strategic plan. <i>PT 7/12</i> ❑ Proposed 2012 HRA Budget maintains existing loan programs <i>PT 10/11</i> ❑ 2011 HRA Budget maintains existing loan programs. <i>PT 1/11</i> ❑ No new activity to report at this time. <i>PT 6/10</i> ❑ The HRA has prepared a budget and levy that will continue loan and assistance programs subject to City Council approval. <i>PT 12/09</i> ❑ The HRA has revisited its strategic plan in order to reprioritize its goals and programs. <i>PT 9/09</i> ❑ The HRA is paying for page in the City newsletter to better promote its programs as well as providing resources for our residents. <i>PT 9/09</i> ❑ No new activity to report <i>PT 6/09</i> ❑ The RHRA has created a new multi-family loan program to foster reinvestment into the community's multi-family housing stock. In addition, the City has improved its code enforcement policies and procedures to better inform residents and property owners. <i>PT 3/09</i> ❑ In 2008, the Roseville HRA consolidated its loan program into one program for easier convenience. The RHRA also continues to contract with the Housing Resource Center which provides Roseville residents technical assistance and advice regarding making improvements to their property. <i>PT 10/08</i> ❑ In the past six months, the Roseville HRA has reviewed its existing loan programs and has consolidated two loan programs into one and have made the funds more available for residents to make exterior and interior improvements. The Roseville HRA also added another \$133,000 to the loan pool. The Roseville HRA continues to contract with the Housing Resource Center which provides Roseville residents technical assistance and advice regarding making improvements to their property. <i>PT 7/08</i>
Seek collaborative partners and alternative funding mechanisms	❑ JPA signed with the cities of Lake Elmo and Mahtomedi IT Support Services and phone services. Total value of contracts is \$43,500.00 ❑ New JPA signed with North St Paul for GIS Services <i>PT 1/11</i> ❑ JPA signed with the cities of Anoka and St. Francis, value of contracts is \$157,000 <i>CM 10/12</i> ❑ Provided City Manager proposal for creating a Streetlight Utility for funding installation and operation of streetlights citywide. <i>DS 10/08</i> ❑ Alternative funding mechanisms have been discussed but there was insufficient Council support to implement. <i>CM 10/12</i>
Foster youth leadership and development	❑ High School Student developed and administered survey to all Roseville Area High School students <i>LB 10/11</i> ❑ Hired, trained and developed youth through Roseville Parks and Recreation jobs <i>LB10/11</i>

	❑ Worked with high school honor society on community service projects 2011 <i>LB 10/11</i> ❑ Worked with three significant Eagle Scout Projects in 2011 <i>LB 10/11</i> ❑ Ongoing Youth representation on the Parks and Recreation Commission <i>LB 10/11</i> ❑ Three Youth representatives on the Parks and Recreation Master Plan update <i>LB 10/11</i> ❑ Added three youth representatives to the Human Rights Commission. <i>WJM 4/11</i> ❑ Re-implementation of the Police Explorers Program in 2008. <i>CS 3/09</i> ❑ Improved relatively new Leaders in Training (LIT) program. No new programs have begun at this time. <i>LB 7/08</i>
Citywide transportation system	❑ Will explore opportunities for connection from new Park N Ride facility. <i>DS 3/09</i> ❑ Researching possibilities of moving youngsters to and from programs and facilities. <i>LB 7/08</i>
Update Master Plans (to include parks and community facilities) throughout Parks & Recreation System. Parks and Recreation Renewal Program Underway LB 1/13	❑ Joint Committee of the Parks and Recreation Commission and PWET established to review and prioritize trails and natural resources portion of the Park and Recreation Renewal Program – <i>LB 10/12</i> ❑ LHB Consulting identified and approved as Lead Consultant – <i>LB 10/12</i> ❑ Parks and Recreation Renewal Program – Work Plan Identified <i>LB 1/13</i> ❑ Identified and approved procurement method –Best Value Procurement as a foundation of PRRP <i>LB 1/12</i> ❑ Partial Funding approved for Park and Recreation Renewal Program – program identified <i>LB 1/12</i> ❑ Decision made on implementation plan and preferred funding <i>LB 10/11</i> ❑ Implementation plan and funding options identified <i>LB 10/11</i> ❑ Established short term and long term implementation plan with City Council, Parks and Recreation Commission and Community <i>LB 10/11</i> ❑ Established Master Plan Citizen Organizing Team, November 2010 <i>LB 1/11</i> ❑ Established Master Plan Implementation Process, November 2010 <i>LB 1/11</i> ❑ Adopted Updated Master Plan, November 2010 <i>LB 1/11</i> ❑ Master Plan Process, September 2009 – November 2010 <i>LB 1/11</i> ❑ City Council authorized an agreement with LHB/Cornejo to lead the System Master Plan Update <i>LB 9/09</i> ❑ Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 <i>LB 6/09</i> ❑ Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 <i>LB 6/09</i> ❑ RFPs issued, proposals received and analyzed. Plan to bring to City Council in March, 2009 for consideration. Difficult as no funding for the project has been identified. <i>LB 3/09</i> ❑ Pathway Master Plan approved by City Council in September. <i>DS 10/08</i> ❑ RFP being finalized with Parks and Recreation Commission. Will soon bring to City Council for input and authorization to issue. <i>LB 10/08</i> ❑ Pathway Plan update underway. <i>DS 7/08</i> ❑ Met with six firms to gather pre request for proposal (RFP) information. Plan to discuss further with Parks and Recreation Commission at an upcoming meeting. <i>LB 7/08</i> ❑ Working on Pathway Master Plan Build Out Plan w/PWET

	Commission and Parks & Rec Commission DS 7/12
Include shade pavilions and/or park shelters at all parks to promote neighborhood connections and accommodate neighborhood gatherings	❑ Will be incorporated into the anticipated Master Plan process to determine need and locations. <i>LB 7/08</i>
Revise water rates from use base to conservation base incentives for 10-20% reduction in residential and business usage	❑ Annual Rate adjustments being made. Continued discussion in November, 2012 <i>CM 10/12</i> ❑ For 2009, adopted a conservation-based rate structure to encourage water conservation and greater transparency in actual costs. <i>CM 3/09</i>
Fund Citywide traffic model	❑ No new activity <i>DS 6/09</i> ❑ No new activity (funding challenges). <i>DS 3/09</i> ❑ No new activity. <i>DS 10/08</i> ❑ CIP discussion item. <i>DS 7/08</i>
Encourage development of transit, walkability and alternate transportation	❑ Joint Committee of the Parks and Recreation Commission and PWET established to review and prioritize trails and natural resources portion of the Park and Recreation Renewal Program – <i>LB 10/12</i> ❑ Established a citizen trails and natural resources work group as part of master plan implementation program <i>LB 10/11</i> ❑ Reviewing concept for new Park N Ride facility in Little Canada at Rice St. and HWY. 36 <i>DS 4/11</i> ❑ City Awarded LCDA grant for construction of trail from Sienna Green to County Road B. Construction expected in 2011. <i>PT 6/10</i> ❑ Draft of new residential and commercial zoning codes promotes design that promotes walkability. <i>PT 6/10</i> ❑ Staff, in conjunction with AEON, has applied for an LCDA grant from Metropolitan Council for a grant to construct a sidewalk from Har Mar Apartments to County Road B which dramatically improve walkability and access for the residents of the Har Mar Apartments to local stores and transit options. <i>PT 12/</i> ❑ Staff is planning on sending out RFPs for the new zoning code in September. <i>PT 9/09</i> ❑ Rice Street Interchange design will incorporate bike and ped facilities into the design and have discussed transit needs with Met Council. <i>DS 6/09</i> ❑ In anticipation of designing a new zoning code, staff, the Planning Commission, and the City Council are reviewing the use of form-based codes for the new zoning code. Form based codes emphasize walkability and alternative transportation. <i>PT 6/09 - see also Long Term Goals</i> ❑ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. <i>PT 3/09 - see also Long Term Goals</i> ❑ Comp Plan Transportation section discusses each of these items. Council discussion October 08. <i>DS 10/08</i> ❑ Livable Communities concepts incorporated into design guidelines, Pathway Master Plan discusses ped and bike goals and policies. <i>DS 7/08</i> ❑ Working on Complete Streets Policy w/PWET Commission DS 7/12
Long Term Goals	
Develop program to provide fire, safety, CPR, fire extinguisher training to businesses	❑ The Fire Department started offering fire training classes and CPR classes to businesses and community members who request such training. This started with the adoption of the City Fee Schedule on November 17, 2008. <i>RG 3/09</i>

	❑ The Fire Dept will begin offering CPR/AED at a rate of \$80 per student and Safety Training at a rate of \$80 per hour. Costs will cover prorated trainer's salary/benefits, books, training materials, administrative time. These services will be offered to businesses once the City's fee schedule is amended to include these fees and this IR2025 goal will be complete. <i>RG 7/08</i>
Community Center Discussion	❑ Community Center identified in master plan implementation program – to be worked on in parallel to the step one Park Renewal Program <i>LB 10/11</i> ❑ Preferred site of Community Center identified as City Hall/Skating Center Campus <i>LB 10/11</i> ❑ Community Center identified in Adopted Park Master Plan, November 2010 <i>LB 1/11</i> ❑ Discussions during Master Plan Implementation Phase, November 2010 <i>LB 1/11</i> ❑ Will be incorporated into the anticipated Master Plan process to determine need and locations. <i>LB 7/08</i> ❑ Further discussions at Joint School Board/City Council Meeting on 6/26/12
Establish a Community Resource and Volunteer Center/Network with support and coordinating staff to recruit, train, nurture volunteers.	❑ Proposal accepted by the 2009 Leadership St. Paul Program to assign a group to Roseville to enhance the volunteer program by creating a comprehensive community volunteer model. <i>LB 3/09</i> ❑ Researching possible resources needed to establish such a program and what a program of this type would look like. <i>LB 7/08</i>
Identify segments with poor or no connection. Follow Master plan guide. Address Hwy 36 and Snelling crossing barriers: tunnels or bridges at Lydia, Co C, Co B, or Roselawn	❑ Completed Construction of Fairview NTP Pathway south of Co Rd B in 2011 <i>DS 1/12</i> ❑ Completed Dale Street Sidewalk <i>DS 1/12</i> ❑ Constructed Snelling Service Drive sidewalk from Aeon project to County Road B <i>DS 10/11</i> ❑ Constructing Sidewalk and Shoulders on Fairview South of County Road B <i>DS 7/11</i> ❑ No new activity. <i>DS 6/09</i> ❑ Developing Fairview NTP Pathway project for 2009 construction. Seeking funding opportunities. <i>DS 3/09</i> ❑ Pathway Master Plan adopted September 08. Seeking funding opportunities. <i>DS 10/08</i> ❑ Discussed as part of Pathway Plan update, incorporate into final draft plus additional locations. <i>DS 7/08</i>
Consider Roundabouts, if space and buying R.O.W. is feasible	❑ Second Roundabout to be constructed in Twin Lakes Summer 2010 <i>DS 5/10</i> ❑ First Roundabout will be constructed late summer 2009 in Twin Lakes Phase I <i>DS 6/09</i> ❑ Roundabout included in Phase I Twin Lakes improvements construction 2009. <i>DS 3/09</i> ❑ No new activity. <i>DS 10/08</i> ❑ Look into ROW requirements and identify possible corridors 2009. <i>DS 7/08</i>
Add buses and routes for flexibility and suburb-to-suburb travel	❑ Metro Transit evaluation Bus Rapid Transit for Snelling Ave. and other service to area including a new Park N Ride facility in Little Canada <i>DS 4/11</i> ❑ Have had additional discussion with Metro Transit regarding additional service to Park N Ride <i>DS 4/10</i> ❑ No new activity <i>DS 6/09</i>

	❑ Explore opportunities created by new Park N Ride <i>DS 3/09</i> ❑ Discussed this flexibility with Metro Transit for Twin Lakes Park N Ride facility. <i>DS 10/08</i> ❑ Continue to push this issue in all discussions with Metro Transit. <i>DS 7/08</i>
Encourage development of transit, walkability and alternate transportation	❑ PWETC Discussion with Metro Transit regarding service development <i>DS 3/13</i> ❑ City Participation in Snelling Ave Bus Rapid Transit Design Process <i>DS 4/13</i> ❑ Participating in Bus Rapid Transit Study for Arterial Corridors including Snelling Avenue <i>DS 7/11, DS 1/12</i> ❑ Provided feedback to Metro Transit on proposal for additional Park N Ride facility in Little Canada at County Road B and Rice St <i>DS 5/10</i> ❑ Draft of new residential and commercial zoning codes promotes design that promotes walkability. <i>PT 6/10</i> ❑ In anticipation of designing a new zoning code, staff, the Planning Commission, and the City Council are reviewing the use of form-based codes for the new zoning code. Form based codes emphasize walkability and alternative transportation. <i>PT 6/09</i> ❑ No new activity <i>DS 3/09</i> ❑ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. <i>PT 3/09 - see also Med Term Goals</i> ❑ Included in Transportation section of Comp Plan. <i>DS 10/08</i> ❑ The City has also been working with surrounding communities to promote the development of the Northeast Diagonal as a transit corridor. <i>PT 10/08</i> ❑ Identify needs in CIP 2009-2018 Meeting with Northeast Diagonal cities to pursue getting corridor back into 2030 Plan. <i>DS 7/08</i> ❑ These items are being emphasized in the Comprehensive Plan Update with the goal of making alternative forms of a greater priority in the community's growth and redevelopment in the future. <i>PT 7/08</i>
Work w/ Metro Transit to identify location of long-term park-n-ride facility	❑ Park and Ride structure completed and open for business. <i>PT 6/10</i> ❑ Under construction. Expected completion by 12/31/09 <i>PT 6/09</i> ❑ Metro Transit relooking at the Rice Street/Hwy 36 area <i>DS 6/09</i> ❑ Approved and open by 12/31/09 <i>DS 3/09</i> ❑ The City Council approved the Metro Transit Park and Ride facility in December 2008. Construction will commence in the spring of 2009 and will be completed by the end of the 2009. <i>PT 3/09</i> ❑ Ongoing. The City Council is currently considering the construction of a new park and ride facility located within Twin Lakes that is expected to replace the spaces at Rosedale Mall after 2011. Staff continues to have dialogue with Metro Transit staff regarding needs for additional park and ride facilities. <i>PT 10/08</i> ❑ Council Consideration of Twin Lakes facility October 2008. <i>DS 10/08</i> ❑ Underway for Twin Lakes, additional future needs along Hwy 36 corridor east end of Roseville. <i>DS 7/08</i> ❑ 2012 Construction of New Park N Ride in Little Canada by Metro Transit <i>DS 1/12</i>
Continue to lobby for the Northeast Diagonal transit line	❑ Staff attended Ramsey County organized meeting to discuss NE Diagonal. <i>PT 7/12</i> ❑ No new activity to report at this time. <i>PT 6/10, PT1/11, PT 7/11, PT 10/11, 1/12</i> ❑ No new activity to report at this time. <i>PT 9/09</i>

- ❑ No new activity to report at this time. *PT 6/09*
- ❑ No new activity to report at this time. *PT 3/09*
- ❑ City is currently working with the City of Vadnais Heights to build a coalition with surrounding communities to promote the development of the NE Diagonal as a transit corridor. Language supporting the use of the NE Diagonal is currently in the draft Comp Plan. *PT 10/08*
- ❑ Council Discussion September 2008. *DS 10/08*
- ❑ Meeting with adjacent cities July 2008. *DS 7/08*

ROSEVILLE
REQUEST FOR CITY AOUNCIL ACTION

DATE: 7/22/2013

ITEM NO: 7.g

Department Approval



City Manager Approval

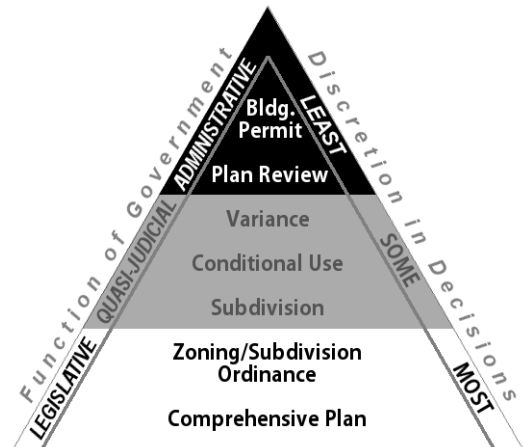


Item Description: Approve a Sanitary Sewer Easement Vacation/Relocation at 2645 Snelling Avenue for Kath Fuel Oil Service Company

Application Review Details

- RPCA prepared: June 27, 2013
- Public hearing: July 10, 2013
- City Council action: July 22, 2013
- Statutory action deadline: August 5, 2013

Action taken on an easement vacation request is **legislative in nature**; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community.



1.0 REQUESTED ACTION

Kath Oil requests the vacation of a portion of the existing sanitary sewer easement that crosses current Marathon gas station parcel in order to redevelop the site into a new Holiday gas station.

2.0 SUMMARY OF RECOMMENDATION

Planning Division and Public Works Department staff concur with the Planning Commission's recommendation (6-0) to approve EASEMENT VACATION; see Section 7 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

Adopt a resolution approving the EASEMENT VACATION; see Section 8 of this report for the detailed action.

12 **4.0 BACKGROUND**

13 The property at 2645 Snelling Avenue has a Comprehensive Plan Land Use designation
14 of Community Business (CB) and a zoning classification of Community Business (CB)
15 District.

16 **5.0 VACATION ANALYSIS**

17 The Public Works Department staff has reviewed the proposed vacation/relocation of the
18 sanitary sewer and easement as illustrated in Attachment C and is supportive of vacating
19 the portion at the southwest corner of the property to a location near the northeast corner
20 of the property and will accept the rededication of the easement as proposed and the
21 reconstruction of the sewer in the same location.

22 Since the Planning Commission is responsible for holding the public hearings for
23 applications like the proposed vacation, Planning Division staff is preparing the report
24 and supporting materials for review. But the Planning staff doesn't have an interest, *per*
25 se, in such proposals and merely conveys the comments and recommendation of the
26 Public Works Department in addition to coordinating the review of the proposal by the
27 Planning Commission and City Council. The Planning Division will become involved
28 when formal plans for the site redevelopment are submitted for building permit review
29 and approval.

30 **6.0 PUBLIC COMMENT**

31 The duly-noticed public hearing for this application was held by the Planning
32 Commission on July 10, 2013; no members of the public were present to comment on the
33 proposal. After closing the public hearing, the Planning Commission voted (6-0) to
34 approve the requested EASEMENT VACATION; draft minutes of the public hearing are
35 included with this report as Attachment E. As of the time this report was prepared,
36 Planning Division staff had not received any calls or email regarding easement vacation.

37 **7.0 RECOMMENDATION**

38 Based on the comments and findings outlined in Sections 5 and 6 of this report, the
39 Planning Division recommends approval of the EASEMENT VACATION of the sanitary
40 sewer easement as described and illustrated on Attachment C for property at 2645
41 Snelling Avenue. This easement vacation shall be subject to the approval of a Public
42 Improvement Contract that supports the relocation of the sanitary sewer and re-
43 established the utility easement.

44 **8.0 SUGGESTED ACTION**

45 **Adopt a resolution approving the SANITARY SEWER EASEMENT VACATION** at 2645
46 Snelling Avenue, based on the comments and findings of Sections 4-6 and the
47 recommendation of Section 7 of this staff report.

Prepared by: City Planner Thomas Paschke | 651-792-7073 | thomas.paschke@ci.roseville.mn.us

Attachments: A: Area map
 B: Aerial photo

 C: Proposed vacation
 D. Draft resolution
 E. Draft PC minutes

Attachment A for Planning File 13-008



Prepared by:
Community Development Department
Printed: July 3, 2013

Site Location

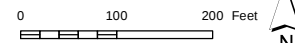
Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (7/1/2013)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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



mapdoc: planning_commission_location.mxd

Attachment B for Planning File 13-008



Prepared by:
Community Development Department
Printed: July 3, 2013



Site Location

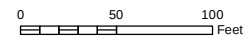
Data Sources

- * Ramsey County GIS Base Map (7/1/2013)
- * Aerial Data: MnGeo (4/2012)

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

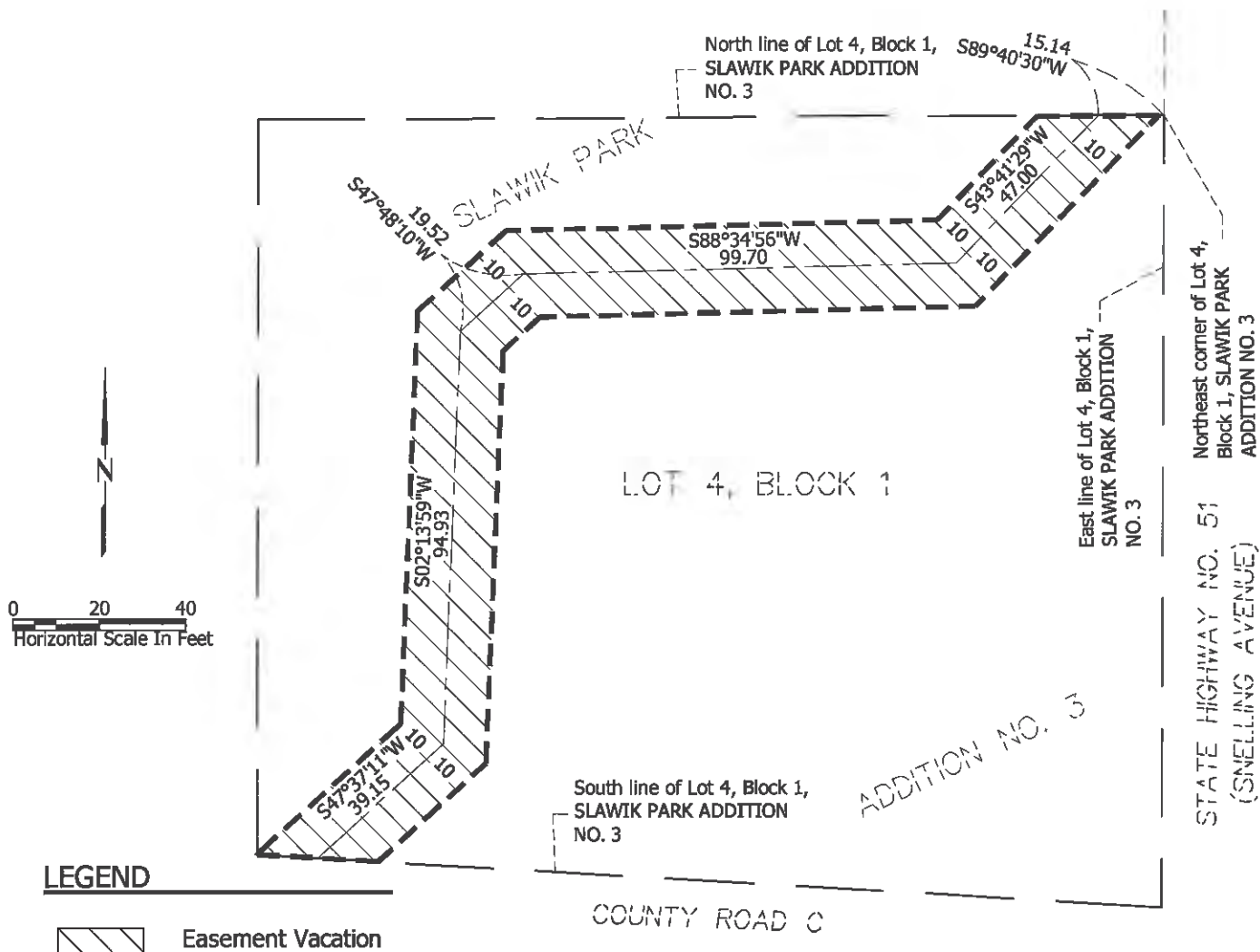
Disclaimer

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EASEMENT VACATION

Attachment C



DRAINAGE AND UTILITY EASEMENT VACATION

That part of an existing 20.00 foot utility easement to be vacated lying over, under and across Lot 4, Block 1, SLAWIK PARK ADDITION NO. 3, according to the recorded plat thereof, Ramsey County, Minnesota, said existing 20.00 foot utility easement lying 10.00 feet to the left and 10.00 feet to the right of the following described line:

Commencing at the northeast corner of said Lot 4; thence South 89 degrees 40 minutes 30 seconds West, assumed bearing along the north line of said Lot 4, a distance of 15.14 feet to the point of beginning of the line to be described; thence South 43 degrees 41 minutes 29 seconds West, 47.00 feet; thence South 88 degrees 34 minutes 56 seconds West, 99.70 feet; thence South 47 degrees 48 minutes 10 seconds West, 19.52 feet; thence South 02 degrees 13 minutes 59 seconds West, 94.93 feet; thence South 47 degrees 37 minutes 11 seconds West, 39.15 feet to the south line of said Lot 4 and said line there terminating.

The sidelines of said easement to be vacated are prolonged or shortened to terminate on said north and south lines of said Lot 4.

Said easement vacation contains $\pm 6,006$ square feet (± 0.14 acres).

FILE NAME 193801914V601.dwg

PROJ. NO. 193801914

DRAWN DJR

SURVEY

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

PRINT NAME: _____

SIGNATURE: _____

DATE JUNE 6, 2013

LIC. NO. 43133



Stantec

St. Paul Office
2335 West Highway 36
St. Paul, MN 55113
Phone: 651-636-4600
Fax: 651-636-1311
www.stantec.com

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 22nd day of July 2013 at 6:00 p.m.

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

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

RESOLUTION NO. _____ A RESOLUTION APPROVING THE VACATION OF A PORTION OF THE DRAINAGE AND UTILITY EASEMENT AT 2645 SNELLING AVENUE (PF13-008)

WHEREAS, Kath Fuel Oil Service Company has requested the VACATION of a portion of the existing drainage and utility easement that crosses their property located at 2645 Snelling Avenue, which is legally described as:

PIN: 04-29-23-44-0023
Lot 4, Block 1 Slawik Park Addition Number 3

WHEREAS, the Public Works Department has determined that drainage and utility easement can be vacated and a new easement reestablished along with the new sanitary sewer location; and

WHEREAS, said following utility and drainage easement is to be vacated:

That part of an existing 20.00 foot utility and drainage easement to be vacated lying over, under and across Lot 4, Block 1 SLAWIK PARK ADDITION NO. 3, according to the recorded plat thereof, Ramsey County, Minnesota, said existing 20.00 foot utility and drainage easement lying 10.00 feet to the left and 10.00 feet to the right of the following described line:

Commencing at the northeast corner of said Lot 4; thence South 89 degrees 40 minutes 30 seconds West, assumed bearing along the north line of said Lot 4, a distance of 15.14 feet to the point of beginning of the line described; thence South 43 degrees 41 minutes 29 seconds West, 47 feet; thence South 88 degrees 34 minutes 59 seconds West, 99.70 feet; thence South 47 degrees 48 minutes 10 seconds West, 19.52 feet; thence South 02 degrees 13 minutes 59 seconds West, 94.93 feet; thence South 47 degrees 37 minutes 11 seconds West, 39.15 feet to the south line of said Lot 4 and said line there terminating. The sidelines of said easement to be vacated are prolonged or shortened to terminate on said north and south lines of said Lot 4.

WHEREAS, On July 10, 2013, the Roseville Planning Commission held the duly noticed public hearing regarding the proposed UTILITY AND DRAINAGE EASEMENT VACATION, voting 6-0 to recommend approval based on the comments and findings of the staff report date July 10, 2013;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to grant VACATION of the described UTILITY AND DRAINAGE EASEMENT on property addressed at 2645 Snelling Avenue.

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

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Kath Oil utility and drainage easement vacation, 2645 Snelling Avenue (PF13-008)

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 21st day of May 2012 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of July, 2013.

Patrick Trudgeon, Interim City Manager

(SEAL)

**EXTRACT OF THE JULY 10, 2013 MEETING MINUTES OF THE
ROSEVILLE PLANNING COMMISSION**

5. Public Hearings

Chair Gisselquist reviewed the protocol for Public Hearings and subsequent process.

a. PLANNING FILE 13-008

Request by Kath Oil for an EASEMENT VACATION to vacate an existing utility and drainage easement at 2645 Snelling Avenue and to re-establish an easement as a component of the site redevelopment and sanitary sewer relocation

Chair Gisselquist opened the Public Hearing for Planning File 13-008 at approximately 6:34 p.m.

City Planner Thomas Paschke summarized the request of Kath Oil for vacation of a portion of the existing sanitary sewer easement that crosses current Marathon gas station parcel in order to redevelop the site in to a new Holiday Gas Station as detailed in the staff report dated July 10, 2013.

Mr. Paschke advised that he had spoken with Kath's consulting engineer by phone earlier today, who would not be available to attend tonight's meeting. Anticipating no outstanding issues, Mr. Paschke advised that no other representatives from Kath were present either.

Member Daire confirmed the location of the vacation easement farthest north on the property; and sewer line being gravity fed to the best of Mr. Paschke's knowledge.

Chair Gisselquist closed the Public Hearing at approximately 6:40 p.m.; with no one appearing for or against

MOTION

Member Murphy moved, seconded by Member Stellmach to recommend to the City Council APPROVAL of the VACATION of the sanitary sewer easement at 2645 Snelling Avenue as described on Easement Vacation Survey document dated June 6, 2013 (Attachment C); based on the comments and findings of Sections 4-6 and the recommendation of Section 7 of the staff report dated July 10, 2013.

Ayes: 6

Nays: 0

Motion carried.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 7/22/13
Item No.: 7.h

Department Approval



City Manager Approval



Item Description: Approve Resolution Awarding Bid for Public Improvements at 3040 Hamline Avenue

BACKGROUND

The property owner at 3040 Hamline Ave. submitted a petition to the City Council requesting that the city install public water and sanitary sewer to serve two adjacent lots to the north of 3040 Hamline Avenue that were created on September 27, 1993.

The public hearing for this project was held on February 25, 2013. Prior to opening the hearing, staff presented general information regarding construction, standards, and assessments that apply for this project.

The proposed public improvements will extend public watermain and sanitary sewer to serve two lots to the north of 3040 Hamline Avenue. These lots are not currently served by public water main and sanitary sewer. A copy of the public Drainage and Utility Easement is attached.

Bids were solicited for the contract in June. The bids were due at Noon, on Friday, June 28, 2013. Three qualified bids were received. After thorough review of the bids received, staff recommends awarding the work.

The new home lots will be connected to Hamline Avenue by a shared private drive. This driveway and rain garden will be constructed by the property owner, after the City's contractor completes the utility construction work. The Declaration of Easement Rights and Covenants agreement is attached. This agreement was put together by the property owner to clarify cross access and maintenance responsibilities for the three lots sharing the driveway.

POLICY OBJECTIVE

Based on past practice, the City Council has awarded the contract to the lowest responsible bidder. The low bid for this project is Dave Perkins Contracting, Inc, of Ramsey, Minnesota. The following is a summary of the bids received for this project:

Contractor	Bid
Dave Perkins Contracting, Inc	\$98,623.00
Penn Contracting	\$121,073.00
Burschville Construction	\$139,605.25

FINANCIAL DISCUSSION

Staff received 3 bids for this project. The low bid submitted by Dave Perkins Contracting, Inc, \$98,623.00, is higher than the Engineer's construction estimate of \$89,714.00. This project is

proposed to be completed in August 2013.

Consistent with the city assessment policy, it is proposed that 100% of the cost to construct the sanitary sewer and watermain will be assessed to the petitioner. The petitioner has been asked to sign the attached Request and Waiver. The purpose of this document is to:

- a) request the City to proceed with the Public Improvement Project,
- b) agree to have the entire cost of the Project assessed against their Property, and
- c) waive all rights to appeal the assessments,

The Construction cost for this project is \$98,623.00. Engineering and Administration is estimated to be 15% of the construction cost, \$14,800.

STAFF RECOMMENDATION

Staff recommends approval of a resolution awarding bid for 3040 Hamline Utility Construction in the amount of \$98,623.00 to Dave Perkins Contracting, Inc, of Ramsey, Minnesota. Subject to the following conditions:

- Recording of the Drainage and Utility Easement
- Recording of the Declaration of Easement Rights and Covenants
- Receipt of an executed Project Request and Waiver

These documents have been reviewed by the City Attorney.

REQUESTED COUNCIL ACTION

Approve the acceptance of a Drainage and Utility Easement for the public utilities to be installed at 3040 Hamline Avenue.

AND

Approve resolution awarding bid for 3040 Hamline Utility Construction in the amount of \$98,623.00 to Dave Perkins Contracting, Inc, of Ramsey, Minnesota.

Prepared by: Debra Bloom, City Engineer
Attachments: A: Resolution
B: Drainage and Utility Easement
C: Declaration of Rights and Covenants
D: Request and Waiver

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 22nd day of July, 2013, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION AWARDING BIDS
FOR 3040 HAMLINE AVENUE UTILITY CONSTRUCTION
ROSEVILLE PROJECT 13-10**

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Friday, June 28, 2013, at Noon, the following bids were received complying with the advertisement:

Contractor	Bid
Dave Perkins Contracting, Inc	\$98,623.00
Penn Contracting	\$121,073.00
Burschville Construction	\$139,605.25

WHEREAS, Dave Perkins Contracting, Inc, is the lowest responsible bidder with a price of \$98,623.00, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota that the City of Roseville enter into a contract with Dave Perkins Contracting, Inc for \$98,623.00 for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota:

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

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 22nd day of July, 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of July, 2013.

City Manager

(SEAL)

DRAINAGE AND UTILITY EASEMENT

THIS INDENTURE is made this _____ day of _____, 2013, between Thomas M. Willmus and Dorothy Rita Willmus, as trustees of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002, as amended, and Thomas M. Willmus and Dorothy Rita Willmus, husband and wife, hereinafter collectively referred to as the "Grantors", and the City of Roseville, a Minnesota municipal corporation, hereinafter referred to as the "City."

WITNESSETH:

That the said Grantors, in consideration of One and no/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey unto the City, and its successors and assigns, a permanent drainage and utility easement on, over, under, across and through a portion of the real property located in Ramsey County, Minnesota, described in Exhibit A, attached hereto and made a part hereof (the "Property"), said easement being that part of the Property which is legally described in Exhibit B, attached hereto and made a part hereof (the "Easement Area"). The Easement Area is shown in Exhibit C, attached hereto and made a part hereof.

The grant of the foregoing permanent drainage and utility easement includes the right of the City, its contractors, agents, and employees, and its successors and assigns, to enter upon and use the Easement Area to construct, reconstruct, inspect, operate, use, maintain and repair

drainage and utility pipes, lines, mains, flow control structures, manholes, poles, conduits, wires, drainageways and other utility and drainage improvements and facilities in, on, over, under, across and through the Easement Area; to grade, excavate and refill ditches, culverts, trenches and drainageways within the Easement Area; to drain and run water on, over, across and through the Easement Area; to remove trees, brush, undergrowth and other obstructions from the Easement Area; and to do all other acts and things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.

The foregoing easement shall be binding upon the Grantors and their heirs, successors and assigns, shall inure to the benefit of the City, and its successors and assigns, and shall run with the land.

The Grantors, for themselves and their heirs, successors and assigns, covenant with the City, and its successors and assigns, that they are the owners of the Easement Area described herein and have good right to grant and convey the easement given herein to the City.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the City, its successors and assigns, forever.

IN TESTIMONY WHEREOF, the Grantors have caused this easement to be executed as
of the ____ day of _____, 2013.

GRANTORS:

Thomas M. Willmus

Dorothy Rita Willmus

Thomas M. Willmus, as trustee of the Revocable
Living Trust of Thomas M. Willmus dated June 18,
2002, as amended

Dorothy Rita Willmus, as trustee of the Revocable
Living Trust of Thomas M. Willmus dated June 18,
2002, as amended

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Thomas M. Willmus and Dorothy Rita Willmus, husband and wife.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Thomas M. Willmus, as trustee of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002, as amended.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Dorothy Rita Willmus, as trustee of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002, as amended.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Erickson, Bell, Beckman & Quinn, P.A.
Attorney-at-Law
1700 W. Hwy 36, Suite 110
Roseville, MN 55113
Telephone: (651) 223-4999

Exhibit A
Description of Property

Certificate of Title No. 368683

Tract B, Registered Land Survey No. 189, lying northwesterly, west and northwesterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating

Certificate of Title No. 369410

That part of Tract B, Registered Land Survey No. 189, lying southeasterly, east and southeasterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating.

Certificate of Title No. 529813

All that part of Government Lot 3 in Section 3, Township 29, Range 23, described as follows, to-wit: Commencing at a point on the West line of said Government Lot 3, said line being the North and South quarter line of said Section, 2085.30 feet North from the center of said Section 3; thence North 62 degrees 55 minutes East, 345 feet to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South and parallel to the said West line of Government Lot 3 to the Northerly line of Lake Josephine Road; thence Westerly along the Northerly line of Lake Josephine Road to the West line of Government Lot 3; thence North along the West line of Government Lot 3 to the point of beginning, excepting from the above that part taken for Hamline Avenue, also except that part described as follows; Beginning at a point on the West line of said Government Lot 3 distant 1849 feet North from the center of said Section 3; thence running North 64 degrees 40 minutes East (at an angle of 64 degrees 40 minutes to said West line), 353.7 feet; thence North 52 degrees 20 minutes East, 53 feet more or less to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine 100 feet more or less to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South parallel to said West line to the Northerly line of Lake Josephine Road; thence Westerly along said Northerly line to said West line of Government Lot 3; thence North along said West line to the point of beginning, except part thereof taken for Hamline Avenue

Exhibit B

An easement for drainage and utility purposes over under and across that part of the following described parcels:

Tract B, Registered Land Survey No. 189, lying northwesterly, west and northwesterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating

Together With:

That part of Tract B, Registered Land Survey No. 189, lying southeasterly, east and southeasterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating.

Together with:

All that part of Government Lot 3 in Section 3, Township 29, Range 23, described as follows, to-wit: Commencing at a point on the West line of said Government Lot 3, said line being the North and South quarter line of said Section, 2085.30 feet North from the center of said Section 3; thence North 62 degrees 55 minutes East, 345 feet to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South and parallel to the said West line of Government Lot 3 to the Northerly line of Lake Josephine Road; thence Westerly along the Northerly line of Lake Josephine Road to the West line of Government Lot 3; thence North along the West line of Government Lot 3 to the point of beginning, excepting from the above that part taken for said Government Lot 3 distant 1849 feet North from the center of said Section 3; thence running North 64 degrees 40 minutes East (at an angle of 64 degrees 40 minutes to said West line), 353.7 feet; thence North 52 degrees 20 minutes East, 53 feet more or less to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine 100 feet more or less to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South parallel to said West line to the Northerly line of Lake Josephine Road; thence Westerly along said Northerly line to said West line of Government Lot 3; thence North along said West line to the point of beginning.

Said drainage and utility easement is described as follows:

Commencing at the center of said Section 3; thence on an assumed bearing of NORTH along the west line of said Government Lot 3, a distance of 1950.78 feet to the point of beginning of the easement to be described; thence North 63 degrees 38 minutes 12 seconds East a distance of 55.17 feet; thence North 1 degree 19 minutes 44 seconds West, a distance of 213.35 feet; thence South 88 degrees 40 minutes 16 seconds West to the west line of said Government Lot 3; thence southerly to the point of beginning and said easement there terminating.

DRAWN BY: RLS

PROJECT NUMBER: 12154.00

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



Rory L. Synsteli - PLS, CFedS

44565

License No.

7-8-13

Date

**LOUCKS
ASSOCIATES**

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7200 Hemlock Lane, Suite 300
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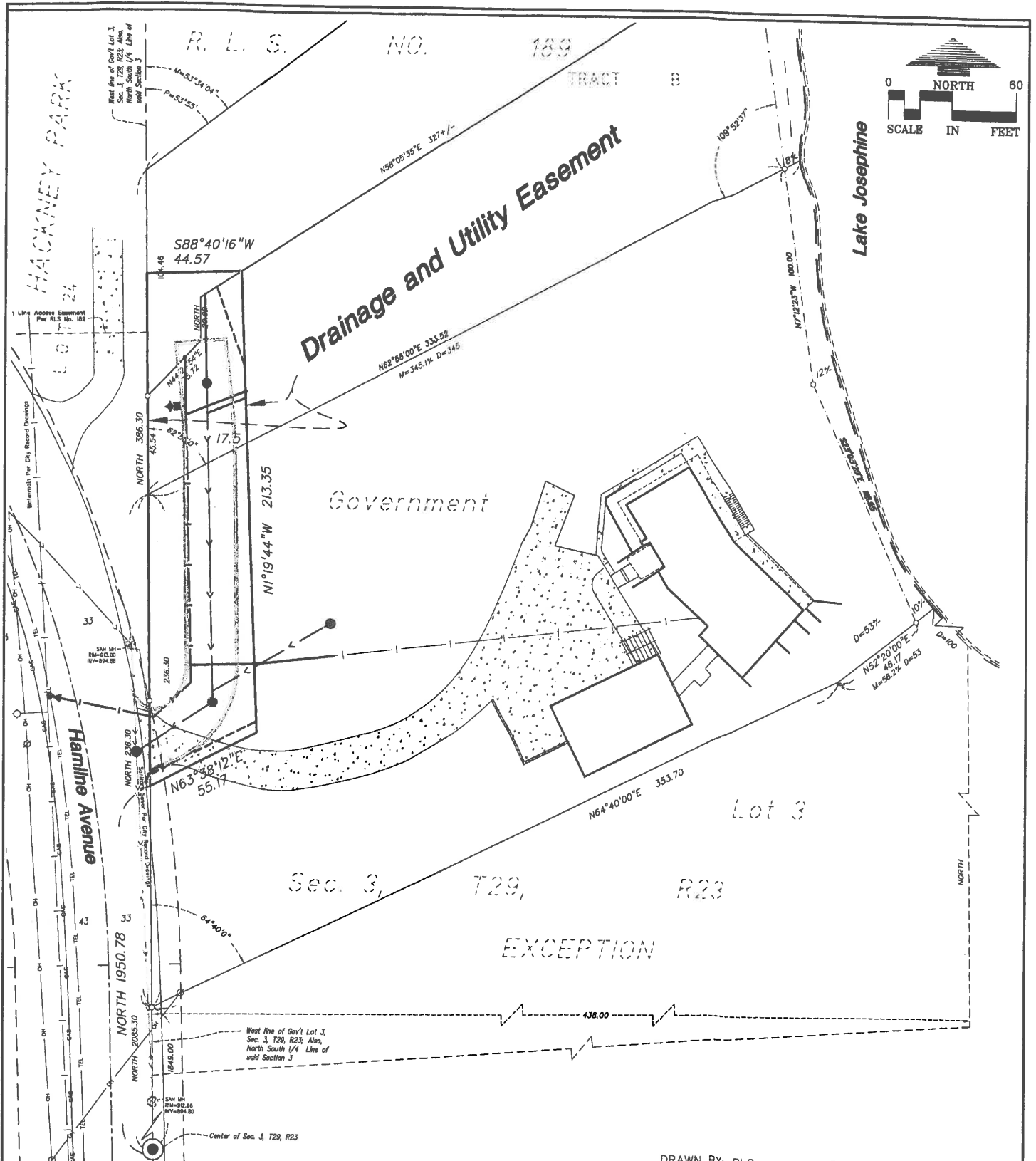
SUBMITTALS

7-9-13 Drawing Issued

**EXHIBIT B
(July 9, 2013)**

SHEET 1 OF 2 SHEET

Exhibit C



DRAWN BY: RLS

PROJECT NUMBER: 12-154.00

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

[Signature]

Rory L. Synstelien - PLS, CFedS

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Date

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SUBMITTALS

7-9-13 Drawing Issued

EXHIBIT B
(July 9, 2013)

SHEET 2 OF 2 SHEET

DECLARATION OF EASEMENT RIGHTS AND COVENANTS

This Declaration of Easement Rights and Covenants ("**Declaration**") is made this _____ day of _____, 2013, by **Thomas M. Willmus and Dorothy Rita Willmus**, husband and wife, and **Thomas M. Willmus and Dorothy Rita Willmus** as co- trustees of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002, collectively the "**Declarant**".

RECITALS:

A. Declarant **Thomas M. Willmus** is the owner of that certain property located in the City of Roseville, Ramsey County, Minnesota (the "**City**"), particularly described on **Exhibit A**, attached hereto and made a part hereof ("**Lot 1**"), and a second lot located immediately to the south of Lot 1, more particularly described on **Exhibit B**, attached hereto and made a part hereof ("**Lot 2**"). Declarants Thomas M. Willmus and Dorothy Rita Willmus as trustees of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002 are the owners of a third lot located immediately to the south of Lot 2, more particularly described on **Exhibit C**, attached hereto and made a part hereof ("**Lot 3**"). Lot 1, Lot 2 and Lot 3 are collectively referred to herein as the "**Property**".

B. Declarant **Thomas M. Willmus and Dorothy Rita Willmus**, his wife, desire to sell Lot 1 and Lot 2.

C. In order to provide adequate access and drainage for Lot 1, Lot 2 and Lot 3 in anticipation of such sale, Declarant desires to create and establish for itself, and its successors and assigns, and all future owners of Lot 1, Lot 2, and Lot 3 (collectively, the "**Parties**" singularly, a "**Party**"), and the City of Roseville ("**City**"), certain easement rights and covenants that will encumber the Property and benefit the City and the future owners of Lot 1, Lot 2 and Lot 3..

NOW, THEREFORE, Declarant hereby declares and imposes upon the Property the following easements and covenants:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by this reference as if set out in full in the body of this Declaration.
2. **Grant of Easements.**
 - 2.1 **Access Easement.** Declarant hereby declares for the benefit of Lot 1 and Lot 2, and their owners, successors and assigns, a perpetual, non-exclusive easement across a portion of the **Property** for the purpose of vehicular and pedestrian access to and from Hamline Avenue, which easement is more particularly described and depicted on **Exhibit D**, attached hereto and made a part hereof (The “**Access Easement**”). The Access Easement shall include the right and obligation of the Lot 2 owner, its agents or contractors, or the Lot 1 owner, as provided in Section 3 hereof, to maintain and repair the driveway to be constructed by Declarant within the Access Easement (the “**Driveway**”) in accordance with City Code.
 - 2.2 **Rain Garden Easement.** Declarant hereby declares for the benefit of Lot 1, Lot 2 and Lot 3, and their owners, successors and assigns, a perpetual, non-exclusive easement across the Property for the purpose of providing the necessary drainage required for the use, construction and maintenance of the Driveway, which easement is more particularly described and depicted on **Exhibit E**, attached hereto and made a part hereof (the “**Rain Garden Easement**”).
 - 2.2.1 The Rain Garden Easement shall include the right of the Lot 2 owner, its agents or contractors, or the Lot 1 owner, its agents or contractors, as provided in Section 3 hereof, to access Lots 2 and Lot 3 to the extent necessary to maintain and repair the Rain Garden Easement.
 - 2.2.2 Declarant shall construct the Rain Garden Easement pursuant to plans and specifications approved by the City, a copy of which is attached hereto as **Exhibit F**.
 - 2.2.3 The owner of Lot 1 and Lot 2 shall have the obligation to maintain and repair the Rain Garden Easement, consistent with the requirements of paragraph 3 and the requirements of the City, which requirements are attached hereto as **Exhibit G**.

2.3 **Drainage and Utility Easement.** Declarant has executed contemporaneously with this agreement a Drainage and Utility Easement Agreement, the provisions of which are incorporated herein.

3. **Maintenance and Repair/Reimbursement.** The owners of Lot 1 and Lot 2 shall be solely responsible to maintain the Driveway and the Rain Garden Easement in good and proper repair. This obligation shall include, but not be limited to prompt removal of ice and snow from the Driveway. The Lot 2 owner shall take the actions necessary to accomplish such maintenance and repair, including contracting with third parties as appropriate, and shall seek reimbursement from the Lot 1 owner of fifty percent (50%) of the Lot 2 owner's actual costs to maintain and repair the Driveway and the Rain Garden by submitting an invoice to the Lot 1 owner stating the amount due. The Lot 1 owner shall have thirty (30) days after the date of demand to make such payment. The Lot 2 owner shall not be liable for foreclosing or interrupting any other Party's use of the Driveway, or any portion thereof, when such interruption is for the purpose of maintenance and repair, or due to any event beyond the Lot 2 owner's control. In the event of the failure of the Lot 2 owner to take such actions to accomplish the maintenance and repair of the Driveway and the Rain Garden Easement, the Lot 1 owner shall have the right to do so and to obtain reimbursement from the Lot 2 owner under the same procedure as is set forth above. Notwithstanding the foregoing, in the event that Declarant is the owner of Lot 1 or Lot 2, Declarant shall have no obligation to reimburse the Lot 1 or Lot 2 owner for any portion of the costs incurred for such maintenance and repairs.

3.1 In the event the owner of Lot 1 or Lot 2 fail to maintain the Rain Garden Easement in accordance with the standards set forth in Exhibit G, the City shall have an easement over the Driveway and the Rain Garden Easement to access the Rain Garden Easement, to perform the work and provide the materials required to repair and maintain the Rain Garden Easement and to charge the owners of Lot 1 and of Lot 2 jointly and severally for all costs and expenses incurred. The City shall have the right, but shall not be obligated, to perform such maintenance and repair work. In the event of the failure of the owner of Lot 1 and/or the owner of Lot 2 to reimburse the City in full for its costs and expenses, the City shall have the right to assess said amount against the property of the owner of Lot 1 and the owner of Lot 2. It is the intention of this Agreement that the Owner of Lot 1 and the owner of Lot 2 equally share all such costs and expenses, except that Declarant shall not be obligated to pay any of the costs and expenses of

repair and maintenance after title to one of the lots is transferred to a third party. Accordingly, in the event the owner of either Lot 1 or Lot 2 shall pay more than fifty percent (50%) of the costs and expenses, such owner shall have the right to recover from the non-paying lot owner all such costs and expenses in excess of fifty percent (50%) of the total costs and expenses, including all reasonable attorneys fees and legal costs incurred in the enforcement of this right of recovery.

4. **Indemnification.** The Lot 1 owner and the Lot 2 owner shall indemnify the Lot 3 owner, its agents, contractors and lenders, and hold them harmless, and will defend the Lot 3 owner, its agents, contractors and lenders, from and against any and all claims, actions, damages, liabilities, causes of action, and expenses, including reasonable attorneys' fees in connection with loss of life, bodily injury and/or damage to property arising from or out of the use of the Access Easement or the Rain Garden Easement by the Lot 1 owner, the Lot 2 owner, or any of their agents, guests or invitees, except to the extent of the gross negligence or willful misconduct of the Lot 3 owner.
5. **Insurance.** The Lot 2 owner shall obtain and keep in full force and effect at all times a policy of Commercial General Liability insurance, issued by a company rated A or A+ by A.M. Best, with limits of not less than \$1,000,000 for bodily injury, death or property damage occurring upon, in or around Lot 3, naming the Lot 3 owner as an additional insured thereunder. The Lot 2 owner will provide, at the Lot 3 owner's request, a copy of such insurance policy. The insurance policy shall contain a provision for not less than thirty (30) days' advance written notice to the Lot 3 owner and its lender, if any, in the event of a cancellation or modification. The Lot 2 owner shall seek reimbursement from the Lot 1 owner of fifty percent (50%) of the Lot 2 owner's actual costs to maintain such insurance by submitting an invoice to the Lot 1 owner stating the amount due. The Lot 1 owner shall have thirty (30) days after the date of demand to make such payment.
6. **Default.** If the Lot 2 owner defaults in the performance of any of its covenants, agreements or obligations contained in this Declaration, and such default shall not have been cured within thirty (30) days after written notice from the Lot 1 or Lot 3 owner, any non-defaulting party may, but shall not be obligated to, perform the Lot 2 owner's obligations and seek reimbursement of the costs attributed to the performance: of such obligations (or the portion of such costs to which the performing Party is entitled under this Declaration) and/or seek damages, or any other remedy available at law or in equity. If the Lot 1 owner defaults in the performance of any of its covenants, agreements or obligations contained in this Declaration, the Lot 2 owner shall have the right to seek damages, or any other

remedy available at law or in equity. The rights and remedies of the Parties shall be cumulative, not exclusive.

7. **Amendment/Termination.** This Declaration may only be amended or terminated by an instrument in writing signed by the Parties and with the specific consent of the City. Any attempted amendment or termination without all such signatures and consent of the City shall be of no force or effect. This provision runs to the benefit of the Parties hereto, the City, and their successors and assigns.
8. **Governing Law.** This Agreement shall be governed by the law of Minnesota.
9. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.
10. **Declaration Runs with the Land.** This Declaration, the easements created herein and the obligations created hereby are intended to be and shall be construed as running with the Property, shall be binding upon and inure to the benefit of the Parties and their successors and assigns, and shall inure to the benefit of the City and its successors and assigns with respect to the benefits granted to the City herein.

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date set forth above.

DECLARANT:

Thomas M. Willmus

Dorothy Rita Willmus

Dorothy Rita Willmus, Co-Trustee of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002

This instrument was acknowledged before me on _____, 2013, by **Thomas M. Willmus and Dorothy Rita Willmus**, husband and wife.

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

This instrument was acknowledged before me on _____, 2013, by **Thomas M. Willmus and Dorothy Rita Willmus**, co-trustees of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Ronald J. Riach, Esq.

Franke & Riach, P.A.

3900 Northwoods Drive

Suite 250

Arden Hills, MN 55112

651-636-6400

7-16-2013

EXHIBIT A

Legal Description of Lot 1

The real property situated in the County of Ramsey, State of Minnesota, and described as follows:

Tract B, Registered Land Survey No. 189, lying northwesterly, west and northwesterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating

EXHIBIT B

Legal Description of Lot 2

The real property situated in the County of Ramsey, State of Minnesota, and described as follows:

That part of Tract B, Registered Land Survey No. 189, lying southeasterly, east and southeasterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating

Exhibit C

Legal Description of Lot 3

The real property situated in the County of Ramsey, State of Minnesota, and described as Follows:

All that part of Government Lot 3 in Section 3, Township 29, Range 23, described as follows, to-wit: Commencing at a point on the West line of said Government Lot 3, said line being the North and South quarter line of said Section, 2085.30 feet North from the center of said Section 3; thence North 62 degrees 55 minutes East, 345 feet to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South and parallel to the said West line of Government Lot 3 to the Northerly line of Lake Josephine Road; thence Westerly along the Northerly line of Lake Josephine Road to the West line of Government Lot 3; thence North along the West line of Government Lot 3 to the point of beginning, excepting from the above that part taken for Hamline Avenue, also except that part described as follows; Beginning at a point on the West line of said Government Lot 3 distant 1849 feet North from the center of said Section 3; thence running North 64 degrees 40 minutes East (at an angle of 64 degrees 40 minutes to said West line), 353.7 feet; thence North 52 degrees 20 minutes East, 53 feet more or less to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine 100 feet more or less to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South parallel to said West line to the Northerly line of Lake Josephine Road; thence Westerly along said Northerly line to said West line of Government Lot 3; thence North along said West line to the point of beginning, except part thereof taken for Hamline Avenue

An easement for Access purposes over under and across that part of the following described parcels:

Tract B, Registered Land Survey No. 189, lying northwesterly, west and northwesterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating

Together With:

That part of Tract B, Registered Land Survey No. 189, lying southeasterly, east and southeasterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating.

Together with:

All that part of Government Lot 3 in Section 3, Township 29, Range 23, described as follows, to-wit: Commencing at a point on the West line of said Government Lot 3, said line being the North and South quarter line of said Section, 2085.30 feet North from the center of said Section 3; thence North 62 degrees 55 minutes East, 345 feet to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South and parallel to the said West line of Government Lot 3 to the Northerly line of Lake Josephine Road; thence Westerly along the Northerly line of Lake Josephine Road to the West line of Government Lot 3; thence North along the West line of Government Lot 3 to the point of beginning, excepting from the above that part taken for Hamline Avenue, also except that part described as follows: Beginning at a point on the West line of said Government Lot 3 distant 1849 feet North from the center of said Section 3; thence running North 64 degrees 40 minutes East (at an angle of 64 degrees 40 minutes to said West line), 353.7 feet; thence North 52 degrees 20 minutes East, 53 feet more or less to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine 100 feet more or less to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South parallel to said West line to the Northerly line of Lake Josephine Road; thence Westerly along said Northerly line to said West line of Government Lot 3; thence North along said West line to the point of beginning.

Said easement being a 35.00 foot wide strip of land the center line of which is described as follows:

Commencing at the center of said Section 3; thence on an assumed bearing of NORTH along the west line of said Government Lot 3, a distance of 1970.30 feet to the point of beginning of the center line to be described; thence North 63 degrees 38 minutes 12 seconds East a distance of 35.23 feet; thence North 1 degree 19 minutes 44 seconds West, a distance of 175.00 feet and said line center line there terminating.

DRAWN BY: RLS

PROJECT NUMBER: 12154.00

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

Rory L. Synstelien - PLS, CFedS

44565

License No.

7-27-12

Date

**LOUCKS
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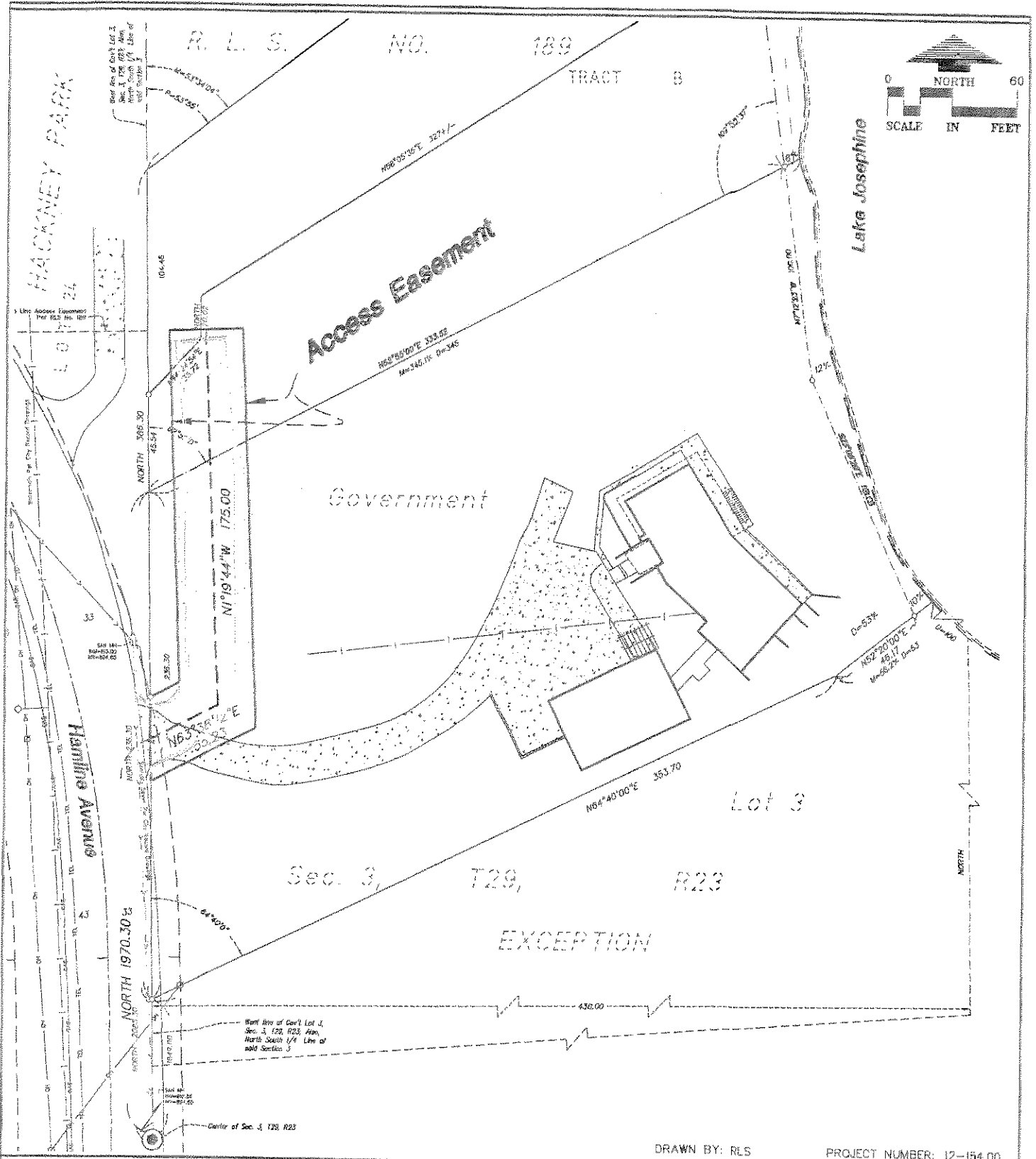
SUBMITTALS

7-9-13 Drawing issued

**EXHIBIT D
(July 9, 2013)**

SHEET 1 OF 2 SHEET

Exhibit D
Page 2



DRAWN BY: RLS

PROJECT NUMBER: 12-154.00

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SUBMITTALS

7-9-13 Drawing Issued

EXHIBIT D
(July 9, 2013)

SHEET 2 OF 2 SHEET

An easement for rain garden purposes over under and across that part of the following described parcels:

That part of Tract B, Registered Land Survey No. 189, lying southeasterly, east and southeasterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating.

Together with:

All that part of Government Lot 3 in Section 3, Township 29, Range 23, described as follows, to-wit: Commencing at a point on the West line of said Government Lot 3, said line being the North and South quarter line of said Section, 2085.30 feet North from the center of said Section 3; thence North 62 degrees 55 minutes East, 345 feet to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South and parallel to the said West line of Government Lot 3 to the Northerly line of Lake Josephine Road; thence Westerly along the Northerly line of Lake Josephine Road to the West line of Government Lot 3; thence North along the West line of Government Lot 3 to the point of beginning, excepting from the above that part taken for Hamline Avenue, also except that part described as follows: Beginning at a point on the West line of said Government Lot 3 distant 1849 feet North from the center of said Section 3; thence running North 64 degrees 40 minutes East (at an angle of 64 degrees 40 minutes to said West line), 353.7 feet; thence North 52 degrees 20 minutes East, 53 feet more or less to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine 100 feet more or less to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South parallel to said West line to the Northerly line of Lake Josephine Road; thence Westerly along said Northerly line to said West line of Government Lot 3; thence North along said West line to the point of beginning.

Said easement is described as follows:

Commencing at the southwest corner of said Tract B; thence North 62 degrees 55 minutes 00 seconds East, along the southerly line of said Tract B, a distance of 43.52 feet to the point of beginning of the easement to be described; thence South 02 degrees 53 minutes 40 seconds East, a distance of 34.34 feet; thence North 56 degrees 41 minutes 59 seconds East, a distance of 48.41 feet; thence North 08 degrees 19 minutes 30 seconds West, a distance of 26.39 feet; thence North 53 degrees 09 minutes 50 seconds West, a distance of 22.89 feet; thence South 50 degrees 13 minutes 28 seconds West, a distance of 21.41 feet; thence South 02 degrees 53 minutes 40 seconds to the point of beginning and there terminating.

DRAWN BY: RLS

PROJECT NUMBER: 12154.00

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

Rory L. Synstelien - PLS, CFedS

44565

License No.

7-27-12

Date

**LOUCKS
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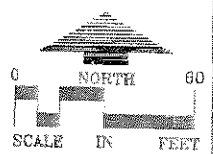
Telephone: (763)424-5505 Fax: (763)424-5822

SUBMITTALS

7-9-13 Drawing Issued

**EXHIBIT E
(July 9, 2013)**

SHEET 1 OF 2 SHEET



PROJECT NUMBER: 12-154.00

[Signature]

7-27-12
Date

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

SUBMITTALS

7-9-13 Drawing Issued

SHEET 2 OF 2 SHEET

EXHIBIT F

RAIN GARDEN EASEMENT PLANS AND SPECIFICATIONS



- Abstract** The purpose of this study was to determine whether the use of a computerized decision support system (DSS) could improve the accuracy of diagnosis of patients with suspected acute myocardial infarction (AMI). A total of 100 patients were randomly selected from the medical records of a tertiary care hospital. The DSS was used to analyze the patient's history, physical examination, and electrocardiogram (ECG) findings. The results showed that the DSS improved the accuracy of diagnosis compared to the traditional method. The sensitivity of the DSS was 92%, while the specificity was 88%. The positive predictive value (PPV) was 90%, and the negative predictive value (NPV) was 86%. The overall accuracy of the DSS was 89%. These findings suggest that the use of a DSS can improve the accuracy of diagnosis of AMI.

1

EXHIBIT G

RAIN GARDEN MAINTENANCE REQUIREMENTS

Exhibit G

Rain Garden Maintenance Requirements

The Declarant shall complete the necessary maintenance on the rain garden to ensure the following:

- a. Preserve the live storage/ capacity at or above the design volume.
- b. Preserve design hydraulic capacity.
- c. Preserve healthy vegetation and design soil permeability.
- d. Preserve the integrity and intended function of the facility.
- e. Remove volunteer trees and weeds on a regular basis.

REQUEST AND WAIVER

WHEREAS, the Roseville City Council has received a Petition from the undersigned property owners ("Petitioner(s)") to construct improvements and assess the cost thereof, pursuant to Minnesota Statutes, Chapter 429, against the property legally described in Exhibit A attached hereto ("Property"); and

WHEREAS, the improvement(s) to be constructed (which are described in Exhibit B attached hereto and referred to herein as the ("Improvement(s)")) and the assessment proceedings associated therewith have been identified by the City as follows: SS-W-13-10 3040 Hamline Utility Construction ("Project"); and

WHEREAS, the City has obtained a Feasibility Study in connection with the Project which has been reviewed by the Petitioner(s); and

WHEREAS, the City has determined the estimated construction cost of the Project to be \$98,623.00, and the estimated administration and engineering cost of the Project to be \$14,800.00; and

WHEREAS, having reviewed the Feasibility Study and found the estimated cost of the Project to be fair and reasonable, the Petitioner(s) desire that the City proceed with the Project and assess the entire cost thereof against the Property;

NOW THEREFORE, in consideration of the City proceeding with the Project and assessing the entire cost against the Property, the Petitioner(s) request and agree as follows:

1. The Petitioner(s) hereby request that the City proceed with the construction of the Improvement(s) and the assessment of the entire cost thereof against the Property pursuant to Minnesota Statutes, Chapter 429.
2. The Petitioner(s) agree to pay the entire cost of the assessments estimated to be \$113,423.00, apportioned in the manner set forth in Exhibit C, spread over a period of 15 years.
3. The Petitioner(s) agree that the foregoing estimated assessment amount may be exceeded if the increases are a result of requests made by the Petitioner(s) or are otherwise approved by the Petitioner(s) in a subsequent separate written document.
4. The Petitioner(s) expressly waive any objection to any irregularity with regard to said assessment proceedings and any claim that the amount thereof levied against the Petitioner(s) property is excessive, so long as the assessments amount does not exceed the estimated assessment amount set forth in Provision 2 above plus any increases made thereto pursuant to Provision 3 above.

5. The Petitioner(s) hereby waive all rights which they have by virtue of Minnesota Statutes, Chapter 429.081 to appeal the assessment in court or otherwise to challenge the amount or validity of the assessments or the procedures used by the City in levying the assessments for said Improvement(s), and hereby release the City, its mayor, councilmembers, employees, agents and contractors, from any and all liability related to or arising out of the levying of said assessments and the Project.
6. The Petitioner(s) agree to pay all costs incurred by the City in the event the Improvement(s) are not constructed or the Project is terminated, including but not limited to the preparation of the Feasibility Study; the preparation of the Plans and Specifications; the cost of advertising for, opening and accepting bids; the preparation of an Assessment Roll; and the cost of holding the Public Improvement and Assessment Hearings. All financial obligations of the Petitioner(s) hereunder shall be joint and several.
7. The terms and provisions hereof shall inure to the benefit of the City of Roseville and shall be binding upon the Petitioner(s) and their respective heirs, representatives, successors and assigns, and all future owners of all or any part of the above described property, and shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, the undersigned have signed this agreement as of the ____ day of _____, 2013.

Thomas M. Willmus

Dorothy Rita Willmus

Thomas M. Willmus, as trustee of the Revocable
Living Trust of Thomas M. Willmus dated June 18,
2002, as amended

Dorothy Rita Willmus, as trustee of the Revocable
Living Trust of Thomas M. Willmus dated June 18,
2002, as amended

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Thomas M. Willmus and Dorothy Rita Willmus, husband and wife.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Thomas M. Willmus, as trustee of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002, as amended.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Dorothy Rita Willmus, as trustee of the Revocable Living Trust of Thomas M. Willmus dated June 18, 2002, as amended.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Exhibit A
Description of Property

Certificate of Title No. 368683

Tract B, Registered Land Survey No. 189, lying northwesterly, west and northwesterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating

Certificate of Title No. 369410

That part of Tract B, Registered Land Survey No. 189, lying southeasterly, east and southeasterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating.

Certificate of Title No. 529813

All that part of Government Lot 3 in Section 3, Township 29, Range 23, described as follows, to-wit: Commencing at a point on the West line of said Government Lot 3, said line being the North and South quarter line of said Section, 2085.30 feet North from the center of said Section 3; thence North 62 degrees 55 minutes East, 345 feet to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South and parallel to the said West line of Government Lot 3 to the Northerly line of Lake Josephine Road; thence Westerly along the Northerly line of Lake Josephine Road to the West line of Government Lot 3; thence North along the West line of Government Lot 3 to the point of beginning, excepting from the above that part taken for Hamline Avenue, also except that part described as follows; Beginning at a point on the West line of said Government Lot 3 distant 1849 feet North from the center of said Section 3; thence running North 64 degrees 40 minutes East (at an angle of 64 degrees 40 minutes to said West line), 353.7 feet; thence North 52 degrees 20 minutes East, 53 feet more or less to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine 100 feet more or less to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South parallel to said West line to the Northerly line of Lake Josephine Road; thence Westerly along said Northerly line to said West line of Government Lot 3; thence North along said West line to the point of beginning, except part thereof taken for Hamline Avenue

Exhibit B

The Petitioner(s) Petition for the following Improvements:

A. Type of Improvements (place an "x" on the line next to the Improvement(s) being requested):

- ☐ Street
- ☒ Sanitary Sewer
- ☒ Water
- ☐ Storm Sewer
- ☐ Other (Describe)

B. Describe All Improvements to be included (i.e. curb and gutters)

The proposed project involves: extension of public sanitary sewer and watermain to serve two residential lots and the reconstruction of existing sanitary and water services to 3040 Hamline Avenue.

C. Legal description of area on which Improvement(s) are to be located is attached

D. Site Drawing showing Location of Improvements and Property is attached.

EXHIBIT B
(July 25, 2012)

An easement for drainage and utility purposes over under and across that part of the following described parcels:

Tract B, Registered Land Survey No. 189, lying northwesterly, west and northwesterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating

Together With:

That part of Tract B, Registered Land Survey No. 189, lying southeasterly, east and southeasterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating.

Together with:

All that part of Government Lot 3 in Section 3, Township 29, Range 23, described as follows, to-wit: Commencing at a point on the West line of said Government Lot 3, said line being the North and South quarter line of said Section, 2085.30 feet North from the center of said Section 3; thence North 62 degrees 55 minutes East, 345 feet to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South and parallel to the said West line of Government Lot 3 to the Northerly line of Lake Josephine Road; thence Westerly along the Northerly line of Lake Josephine Road to the West line of Government Lot 3; thence North along the West line of Government Lot 3 to the point of beginning, excepting from the above that part taken for Hamline Avenue, also except that part described as follows; Beginning at a point on the West line of said Government Lot 3 distant 1849 feet North from the center of said Section 3; thence running North 64 degrees 40 minutes East (at an angle of 64 degrees 40 minutes to said West line), 353.7 feet; thence North 52 degrees 20 minutes East, 53 feet more or less to the shore of Lake Josephine; thence Southeasterly along the shore of said Lake Josephine 100 feet more or less to the intersection of the North and South line which is 438 feet East of the West line of said Government Lot 3 and parallel thereto; thence South parallel to said West line to the Northerly line of Lake Josephine Road; thence Westerly along said Northerly line to said West line of Government Lot 3; thence North along said West line to the point of beginning.

Said drainage and utility easement is described as follows:

Commencing at the center of said Section 3; thence on an assumed bearing of NORTH along the west line of said Government Lot 3, a distance of 1950.78 feet to the point of beginning of the easement to be described; thence North 63 degrees 38 minutes 12 seconds East a distance of 55.17 feet; thence North 1 degree 19 minutes 44 seconds West, a distance of 213.35 feet; thence South 88 degrees 40 minutes 16 seconds West to the west line of said Government Lot 3; thence southerly to the point of beginning and said easement there terminating.

DRAWN BY: RLS

PROJECT NUMBER: I2154.00

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

Rory L. Synstelien - PLS, CFedS

44565

7-27-12

License No.

Date

LOUCKS
ASSOCIATES

Planning • Civil Engineering • Land Surveying
Landscape Architecture • Environmental

7200 Hemlock Lane, Suite 300

Minneapolis, Minnesota 55369-5592 2003

Telephone: (763)424-5505 Fax: (763)424-5822

SUBMITTALS

7-27-12 DRAWING ISSUED

8-21-12 Revise Legal Description

6-24-13 Revise Legal Description

SHEET 1 OF 2 SHEET

Exhibit C

	Legal Description	Assessment Amount
Lot 1	Tract B, Registered Land Survey No. 189, lying northwesterly, west and northwesterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating	\$56,711.50
Lot 2	That part of Tract B, Registered Land Survey No. 189, lying southeasterly, east and southeasterly of a line described as follows: Commencing at the southwest corner of said Tract B; thence on an assumed bearing of North along the west line of said Tract B, a distance of 45.54 feet to the point of beginning of the line to be described; thence North 44 degrees 24 minutes 54 seconds East 35.72 feet; thence North 20.02 feet; thence North 58 degrees 05 minutes 35 seconds East to the shore of Lake Josephine and said line there terminating	\$56,711.50

REQUEST FOR COUNCIL ACTION

Date: July 22, 2013
Item No.: 7.i

Department Approval

City Manager Approval



Item Description: Consider Reappointments to Roseville Housing and Redevelopment Authority

1 **BACKGROUND**

2 In February 2010, the City Council updated procedures to reappoint a member of the Roseville
3 Housing and Redevelopment Authority (RHRA). No later than 60 days prior to the expiration,
4 the Mayor either reappoints or declares a vacancy. The City Council votes to approve the
5 Mayor's reappointment. If the Council does not approve the reappointment(s), a vacancy(ies) is
6 (are) declared.

7 HRA member Vicki Lee's term expires in September 2013. She is interested in being
8 reappointed to the RHRA. Ms. Lee did not miss any meetings in the past 12 months. Chair Dean
9 Maschka recommends that Ms. Lee be reappointed.

10 **FINANCIAL IMPACTS**

11 None

12 **STAFF RECOMMENDATION**

13 Adopt a resolution in support of Mayor Roe's re-appointment of Vicki Lee to five-year terms on
14 the RHRA beginning September 24, 2013 to September 23, 2018.

15 **REQUESTED COUNCIL ACTION**

16 Adopt a resolution in support of Mayor Roe's re-appointment of Vicki Lee to five-year terms on
17 the RHRA beginning September 24, 2013 to September 23, 2018.

Prepared by: Patrick Trudgeon, Interim City Manager

Attachments: A: Draft Resolutions reappointing Vicki Lee to the HRA
B: Certificate of Appointment
C: City Manager's Certificate of Filing Resolution of Reappointment
D: Letter to DEED
E: Resolution 10783

**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 twenty second day of July 2013, at 6:00 p.m.

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

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION # _____

**RESOLUTION APPROVING MAYOR'S REAPPOINTMENT OF
VICKI LEE TO THE
HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR
THE CITY OF ROSEVILLE**

WHEREAS, Ms. Lee has been on the Housing and Redevelopment Authority in and for the City of Roseville (HRA) since September 2009, and

WHEREAS, Ms. Lee is an active member of the board, offering insight into discussions of issues of importance to the HRA, and

WHEREAS, the Mayor has submitted for this Council's consideration the reappointment to the HRA board of resident Vicki Lee with a term expiring on September 23, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Roseville City Council that the City Council approves the Mayor's reappointment of Vicki Lee to the Roseville HRA Board.

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

Whereupon said resolution was declared duly passed and adopted.

Patrick Trudgeon, Interim City Manager



CITY OF ROSEVILLE
STATE OF MINNESOTA

MAYOR'S CERTIFICATE
of
REAPPOINTMENT OF BOARD MEMBER
to the
HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE

Pursuant to state law, I hereby appoint Vicki Lee as a Member of the Roseville Housing and Redevelopment Authority. As provided by law, this re-appointment is subject to Council Approval. Vicki Lee will fill a term expiring September 23, 2018.

Witness my hand as the Mayor of the City of Roseville, Minnesota this twenty second day of July, 2013.

Mayor Daniel J. Roe

**City Manager's Certificate of
Filing Resolutions on Reappointment of Two
Roseville HRA Board Members**

I, the undersigned, being the duly appointed and Interim City Manager of the City of Roseville, Minnesota, hereby certify that on the twenty second day of July, 2013, I caused a certified copy of Resolution No. _____ having been duly adopted by the Roseville City Council on July 22, 2013, to be filed in the office of the Commissioner of the Department of Employment and Economic Development of the State of Minnesota by mailing such resolution, postage prepaid, to said Commissioner in care of Commissioner Katie Clark, Department of Employment and Economic Development, 332 Minnesota Street, Suite E200, St. Paul, Minnesota 55101-1351.

Witness my hand as the Roseville City Manager and the official seal of the City this _____ day of July, 2013.

(SEAL)

Patrick Trudgeon
Interim City Manager
City of Roseville, Minnesota

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11 July 24, 2013
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14

15 Commissioner Katie Clark
16 Department of Employment and Economic Development
17 332 Minnesota St
18 Suite E200
19 St. Paul, MN 55101-1351
20

21 RE: Notice of HRA Reappointments
22

23 Dear Commissioner Clark:
24

25 Per Minnesota Statute 469.003, subd. 4, attached is a certified resolution regarding the
26 reappointment of Vicki Lee to the Housing and Redevelopment Authority in and for the City of
27 Roseville, for a five year term ending September 23, 2018.
28

29 Sincerely,
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31
32

33 Patrick Trudgeon
34 Interim City Manager
35
36
37

38 enc

**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 8th day of February, 2010 at 6:00 p.m.

The following members were present: Johnson, Ihlan, Roe and Klausung
and the following were absent: Pust.

Member Ihlan introduced the following resolution and moved its adoption:

**Resolution No. 10783
(Supersedes Resolution No. 10541)
To Define the Appointment and Reappointment Process,
for the Members of the Board of the
Housing & Redevelopment Authority In and For the City of Roseville**

WHEREAS, the Housing & Redevelopment Authority In and For the City of Roseville (HRA) was established by the City Council in 2002 to provide housing programs and promote safe, decent, and affordable housing options for the community; and

WHEREAS, the Roseville HRA Board is composed of seven resident members and is a separate entity with legal authority established under MN Statutes 469.001 to 469.047; and

WHEREAS, the governing state statutes establish that appointments to the Roseville HRA Board are made by the Mayor, subject to the approval of the City Council; and

WHEREAS, the Mayor and City Council desire to define an open and collaborative process by which appointments and reappointments to the Roseville HRA Board will be made; and

WHEREAS, the appointment and reappointment process for the Roseville HRA Board has not been specifically defined to this point;

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

POLICY STATEMENT:

It is the intent of this policy to establish a fair and open notification and selection process that encourages Roseville residents to apply for appointment to the Roseville HRA Board.

PROCEDURE STATEMENT:

I.

When a vacancy occurs on the HRA Board the following procedure will be used.

- A. The Mayor and City Council, at a regular meeting, will establish a deadline for receiving applications, and the date(s) of the Council Meeting(s) to interview the applicants. The time between the application deadline and the interviews will be no more than 30 days.
- B. HRA Board vacancies will be advertised in the City's legal newspaper and, if different, the Roseville Review at least two (2) times before the application deadline. Vacancies will also be advertised on the City of Roseville's Cable Television Channel and posted on the City Hall Bulletin Board.
- C. Applications received after the established deadline but before the established date of applicant interviews may be considered, at the discretion of the Mayor.
- D. The names and applications of applicants will be provided to the Mayor and City Council, and to the public, after the application deadline.
- E. Applicants will be interviewed at the established meeting(s) by the Mayor and the City Council. The Chair or designee of the HRA Board will be invited to attend and participate in the interviews. The interviews will be open to the public. The Mayor may elect to eliminate any applicants from consideration, with reasonable notice to such applicants and the City Council, prior to the established date of applicant interviews.
- F. The Mayor will make appointments to the HRA Board from among the qualified applicants at a subsequent City Council meeting following the meeting at which the interviews are conducted.
- G. The City Council will vote on approval of the Mayor's appointments at the same meeting at which the appointments are made.
- H. If not enough Mayoral appointments from among the qualified applicants are approved by the City Council to fill all of the associated vacancies, the remaining vacancies will be re-advertised as described in A-E above.
- I. HRA Board applications will be kept on file for one year. If during that time a vacancy occurs on the HRA Board or any standing City Advisory Commission, all applicants for the HRA Board, and all applicants for any standing City Advisory Commissions, whose applications are on file at the time of the vacancy, will be advised of the vacancy in writing.

II.

When a current HRA Board member's term is expiring, the following procedure will be used.

- A. No later than 60 days prior to the expiration of a term, at a regular City Council meeting, the Mayor will either reappoint HRA Board members whose terms are expiring, or declare the appropriate vacancies to exist.
- B. The City Council will vote on approval of the Mayor's reappointments at the same meeting at which the reappointments are made.
- C. If the City Council does not approve of a reappointment, that shall create a vacancy on the HRA Board.
- D. The procedure for filling vacancies declared or created by this procedure shall be as described in Section I above.

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

and the following voted against the same: none.

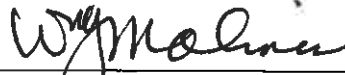
WHEREUPON said resolution was declared duly passed and adopted.

Resolution – HRA Appointment Process

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 8th day of February, 2010 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 8th day of February, 2010.



William J. Malinen, City Manager

(Seal)

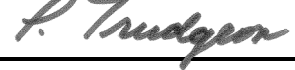
REQUEST FOR COUNCIL ACTION

Date: 7/22/2013
Item No.: 7.j

Department Approval



City Manager Approval



Item Description: Approve the Interlocal Contract to join HGACBuy

BACKGROUND

The City Council approved issuing an RFP for Recycling Services that includes an option for Roseville to purchase and own the carts that will be used by residents.

In the past year, St. Louis Park has purchased recycling carts and Maplewood is in the process of purchasing recycling carts through the Houston-Galveston Area Council (H-GAC). The H-GAC Board awards contracts, which are then made available to local governments nationwide through HGACBuy.

HGACBuy is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. There are no annual membership dues required to purchase through HGACBuy. HGACBuy is a self-funded "Enterprise Fund" government agency, self-supported through an administrative fee assessed to the contractor.

Membership gives Roseville access to volume purchasing and discounts. HGACBuy writes technical specifications and offers an expedited procurement process.

Government entities join by executing an Interlocal Contract. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed.

Membership in HGACBuy will not obligate Roseville to buy carts. It will give the City the ability to quickly gather pricing information and to procure carts if the City desires.

The City Attorney has reviewed the Interlocal Contract and has found it meets the Minnesota standards for joint purchasing law.

BUDGET IMPLICATIONS

None

STAFF RECOMMENDATION

Approve the Interlocal Contract to join HGACBuy.

REQUESTED COUNCIL ACTION

Approve the Interlocal Contract to join HGACBuy.

Prepared by: Tim Pratt, Recycling Coordinator
Attachments: A: Interlocal Contract

**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

*Denotes required fields

REQUEST FOR CITY COUNCIL ACTION

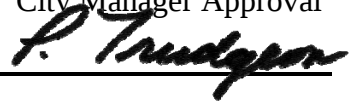
DATE: 07/22/2013

ITEM NO: 10.a

Department Approval:



City Manager Approval



Item Description: Twin Lakes Property Owners Discussion

BACKGROUND

On May 20, 2013, the Community Development Department met with the City Council to discuss the Twin Lakes Development Area (TLDA) and had a broad discussion regarding the Zoning Code, the Regulating Plan, future use, the development review process, and environmental review within Twin Lakes.

After discussion of the items presented, the City Council concluded that one of the first steps should be a discussion regarding redevelopment of the area with the property owners and/or their representatives. Thus the Community Development was directed to set-up a date at which property owners and Council Members could visit about the future of the TLRA.

Staff sent out invitations to property owners within Twin Lakes as well as developers that have expressed an interest in Twin Lakes. Staff has confirmed that several property owners and developers will be in attendance to share their thoughts about Twin Lakes.

SUGGESTED CITY COUNCIL ACTION

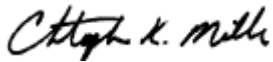
No direct action is needed. However, based on discussion and consensus, direction should be given to staff regarding on next steps to pursue relating to Twin Lakes regulations. These items will be brought back for further discussion by the City Council and eventual action.

Prepared by: City Planner, Thomas Paschke at thomas.paschke@ci.roseville.mn.us (651-792-7074)

REQUEST FOR COUNCIL ACTION

Date: 07/22/13
Item No.: 12.a

Department Approval



City Manager Approval



Item Description: 2014 Budget Discussion – City Council Budget Guidance

BACKGROUND

At the July 15th and 18th City Council meetings, the Council received an overview of departmental priorities, challenges, and opportunities. These overviews were followed by a general discussion on various departmental-related topics that could potentially impact the 2014 Budget. The purpose of these initial forums was to provide the Council with a broad perspective on the short-term operational needs in 2014 as well as the longer-term, strategic initiatives that had been identified earlier this year.

The next step in the budget process is to receive guidance and/or directives from the City Council regarding the 2014 Budget. Staff will use this guidance to prepare a City Manager Recommended Budget to be presented at the August 19, 2013 Council meeting. More specifically, the Council is asked to identify the following:

- ❖ Maximum, not-to-exceed tax levy increase (statutory cap of 3% for 2014)
- ❖ The extent that cash reserves might be utilized
- ❖ High-priority budget items
- ❖ The extent that programs or services could receive reduced emphasis

To ensure that the 2014 City Manager Recommended Budget reflects the Council's goals and objectives, it is crucial that the Council reach consensus on the items listed above. Each of the items listed above are discussed in greater detail below.

Maximum, not-to-exceed tax levy increase (statutory cap of 3% for 2014)

As noted at the June 10th City Council meeting, levy limits were reinstated by the State Legislature for 2014, capping the increase to 3% of the current levy less any LGA the City receives. The levy for debt service was excluded from this calculation.

Based on the 3% cap the levy limit increase is \$423,000. However, this is reduced by \$225,000 in newly-awarded LGA leaving us with a maximum net levy increase of \$198,000. Therefore, between the LGA and additional levy authority the City has up to \$423,000 in available new revenues.

If we levy the maximum of \$198,000, the property tax impact for a median-valued home that experiences an expected 3.5% valuation increase will be \$2.15 per month. In addition, the debt service levy is increasing by \$560,000 in 2014 which will bring the overall impact to \$4.47 per month.

Utilizing Cash Reserves

To the extent that the Council might consider the use of Cash Reserves to provide for the 2014 Budget, there are a number of public policy considerations that should be considered. The City's Operating Budget Policy and Operating Fund Cash Reserve Policy highlight those considerations. They are included as *Attachments A & B* respectively.

The unassigned cash reserve levels as of December 31, 2012 are as follows:

	2013	12/31/2012	Target	Actual	\$\$ Over
<u>Fund</u>	<u>Budget</u>	<u>Reserves</u>	<u>Pct.</u>	<u>Pct.</u>	<u>(Under)</u>
General	\$ 12,836,937	\$ 5,568,600	40%	43%	\$ 433,825
Parks & Recreation	4,008,105	922,537	25%	23%	(79,489)
Community Development	1,045,990	367,417	35%	35%	1,321
Communications	374,698	591,108	20%	158%	516,168
Information Technology	1,562,060	226,365	20%	14%	(86,047)
License Center	1,195,295	790,951	20%	66%	551,892
Water	n/a	-	n/a	n/a	n/a
Sewer	n/a	1,476,000	n/a	n/a	n/a
Stormwater	n/a	2,974,000	n/a	n/a	n/a
Golf Course	n/a	315,000	n/a	n/a	n/a

Based on current operating trends, we do not expect any significant changes in these reserve levels in 2013. With respect to the enterprise funds (water, sewer, etc.) there isn't a specific target reserve level given that the reserves not only provide for day-to-day operations but also for capital replacements. As a result, they can fluctuate significantly from year to year.

Generally speaking Staff agrees with the guidance set forth in the Operating Budget and Operating Fund Cash Reserve Policies. However, it's recognized that under unique circumstances the use of cash reserves to fund current expenditures is acceptable as long as there is a commitment to abstain from perpetually using reserves for on-going expenditures. In other words, the use of reserves for a warranted purpose should be accompanied by a plan to eliminate its use in a timely fashion.

Revisiting Budget Program Priorities

Absent specific Council direction to the contrary, the 2014 Budget will most likely be a 'status-quo'-type budget given our fiscal restraints. If the Council has specific items that ought to receive high priority funding including new initiatives, then those items should be identified to ensure that they're included in the Recommended Budget.

Similarly, the Council is also asked to identify any programs or services that could receive less funding in order to ensure the proper funding for high priority items.

Final Comments

At a number of prior Council meetings, Staff identified a number of major impact items that should receive Council consideration. The following tables summarize the projected budget reductions and potential budget impact items.

Projected Budget Reductions: Property Tax-Supported Programs

Budget Reduction Item	Description / Comments	2014 Amount
HRIS Software acquisition	Purchased in 2013; funding no longer needed (net)	\$20,000
Fire Relief contribution	City contribution obligation reduction	80,000
	Total	\$ 100,000

As shown in the table above, we are projecting \$100,000 in budgetary savings for 2014 due to reduced obligations or for items that are no longer needed.

Potential Budget Impacts: Property Tax-Supported Programs

Budget Impact Item	Description / Comments	2014 Amount
Debt obligations	Remaining portion of the Parks Renewal Bonds	\$ 560,000
Employee COLA	Based on 2% cost-of-living-adjustment (COLA)	185,000
Employee wage step increases	For eligible employees	100,000
Employer PERA mandates	Mandated contribution increase for Police, Fire	30,000
Employer healthcare increases	Based on a 3% Healthcare contribution increase	50,000
Employee wage adjustments	Based on Compensation Study	200,000
Police Patrol	2 Additional commercial patrol officers	140,000
Police Patrol	Additional overtime	10,000
Parks & Recreation	Volunteer Coordinator position	85,000
Parks & Recreation	Park Supervisor position	90,000
Police Patrol	Additional contractual Dispatch costs	65,000
General inflation	Inflation on supplies, professional services, etc.	100,000
	Total	\$ 1,615,000

As shown in this table, we are projecting approximately \$1,615,000 in potential new obligations for 2014 not including any new funding for the CIP. It should be noted that the debt service portion is excluded from any levy limit calculations and will NOT count against the 3% maximum increases allowed by State Statute.

POLICY OBJECTIVE

Receiving City Council guidance in advance of preparing the City Manager Recommended Budget is consistent with past practices and promotes a deliberate, transparent, and effective budget process.

FINANCIAL IMPACTS

See information above.

STAFF RECOMMENDATION

Staff recommends that the Council provide budget guidance and/or directives to ensure that the City Manager Recommended Budget reflects the Council's goals and objectives.

REQUESTED COUNCIL ACTION

Provide guidance and/or directives for the 2014 Budget.

Prepared by: Chris Miller, Finance Director
Attachments: A: Operating Budget Policy
B: Operating Fund Cash Reserve Policy

Operating Budget Policy

Purpose

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

Scope

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

Policy

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

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

- ❖ The City will maintain a budgetary control system to ensure adherence to the budget
- ❖ The Finance Department will prepare regular reports comparing actual expenditures to budgeted amounts as part of the budgetary control system. These reports shall be distributed to the City Council on a periodic basis.
- ❖ Department heads shall be primarily responsible for maintaining expenditures within approved budget guidelines that are consistent with approved financial policies

Implementation

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

Operating Fund Reserve Policy

Purpose

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

Policy

- ❖ The City will maintain a general fund reserve of 35-45% of the general fund's total annual operating budget. This ensures that the City has adequate funds on hand to provide for operations between bi-annual property tax collection periods. Any surplus beyond the required general fund reserve may be transferred to another reserve fund with a funding shortfall
- ❖ The City will strive to create a reserve in the Recreation Fund to equal 25% of the annual recreation budget. This reserve will provide a cash flow cushion and reduce the inter-fund borrowing expense to the Recreation Fund. Because of more frequent cash inflows, a 25% reserve will be adequate to support the daily cash needs of the fund
- ❖ The Community Development Fund is supported solely by building permit fees and charges. Because the economic environment has a major effect on this Fund, a fund balance of 25-50% of the annual budget is a reasonable target. It is expected that as economic downturns take place, this reserve will provide for a transition period during which the Council will be able to assess and to better match operations with the economic need
- ❖ City enterprise funds shall have operating cash reserves sufficient to provide for monthly cash flow, and for a reasonable level of equipment and infrastructure replacement. Major reconstruction or system upgrades, may need to be funded from enterprise revenue bonds. Annual utility rate reviews will be made in regard to projected operating expenses and capital improvements. The Council will, on an annual basis, establish rates in accordance to operating cost recovery and the projected capital improvements
- ❖ All other operational funds e.g. License Center, Information Technology, etc. are expected to operate with positive reserve balances of 10-25% of the annual operating budget. Each operational fund shall be reviewed on an annual basis to assure the fund balance is in line with the fund's objectives
- ❖ In the event the minimum fund balance drops below prescribed levels, the City shall dedicate new incoming property tax or program revenues (where applicable) in an amount sufficient to bring fund balance levels back into compliance within three fiscal years

- ❖ Unless otherwise directed by the City Council, monies held in individual Funds shall be expended first from restricted fund balances, second from committed fund balances, then from assigned fund balances, before using unassigned fund balance

Implementation

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

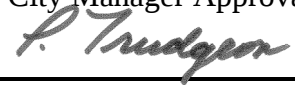
REQUEST FOR COUNCIL ACTION

Date: July 22, 2013

Item No.: 13.a

Department Approval

City Manager Approval



Item Description: **Approve Amended Springsted Contract for City Manager Search Services**

BACKGROUND

As directed by City Council on July 8 staff worked with the consultant to revise the contract with Council's requested amendments. The amended contract is enclosed as Attachment A. It is important to note that due to the changes requested in the contract the guarantee has been eliminated. Springsted feels strongly that their involvement in the interviews is critical to their process and that Council should reconsider adding this item back into the contract. Springsted believes that the \$2,500 for this step is a great value, so much so, that adding this back in would also add the guarantee back into the contract.

STAFF RECOMMENDATION

Staff recommends approving the amended contract with Springsted.

POLICY OBJECTIVE

Award the contract for search firm services and proceed with the recruitment and selection of the next City Manager.

BUDGET IMPLICATIONS

Springsted's amended contract includes a not to exceed budget of \$11,100 which is \$4,900 less than the original proposal. It should be noted that expenses such as candidate travel costs, public socials, finalist's psychological evaluations, and staff time have not been included here.

REQUESTED COUNCIL ACTION

Motion to approve Springsted's amended contract for City Manager search firm services subject to City Attorney approval.

Prepared by: Eldona Bacon, SPHR Human Resources Manager
A: Springsted, Inc. Amended Contract 7-15-13

City of Roseville, Minnesota
Amended Proposal to Provide
Executive Search Consulting Services to Select a City Manager

I. Recruitment / Selection Process

Springsted's search process is described below. This revised work plan is based on the City Council discussion and direction to the staff.

- 1. Trust and Working Relationship** — Springsted commits to meeting and exceeding the expectations of the City from the beginning to the end of the process. We will create strong lines of communication, be open to ideas and develop a strong partnership with the City Council, staff and community members. Our work with the City is open and transparent.

We have a strong working knowledge of Minnesota laws that must be observed throughout the hiring process. We make sure that the City and candidates understand how these laws affect the hiring process. Our strong regard for conducting a process that follows the requirements of the Data Practices Act and the Open Meeting laws is a critical aspect of our working relationship with the City.

- 2. Project Initiation** — Springsted meets with the City's representative to define working relationships, determine preferred methods of communications and refine the project schedule. The revised schedule is distributed to ensure that everyone involved with the search process understands the process and schedule.
- 3. Position Analysis and Profile Development** — We will work with the City staff to prepare a draft position profile using the 2006 profile and information from a recent staff survey. We will meet in a work session with the Mayor and City Council members to present a draft position profile. The completed profile and job announcement will be approved by the City before recruitment begins. The position and community profile will be central to our recruitment; as well as candidate outreach and conversations with prospective candidates about the professional opportunities of the City Manager position in the City.

Cost to include steps one through three in the process: \$1,250

- 4. Identification and Recruitment of Qualified Candidates** — We will partner with City staff to place the job ad with regional professional local government associations, such as the League of Minnesota Cities, and the Minnesota City/County Management Association (MCMA).

Our recruitment outreach strategy emphasizes personal contacts with prospective candidates. We also contact MCMA members, ICMA-credentialed managers and managers who demonstrate an ongoing commitment to professional leadership development. Finally, we draw upon our knowledge of qualified local government managers from our database and from the professional network of our consultant team.

Springsted sets up a special e-mail for each search and encourages an electronic submission of applications. Applications received by mail or by fax are scanned to ensure that we have an electronic record of all materials received. The City receives timely updates on the status of the search.

We also maintain open and professional communication with the applicants to keep them informed about the status of the search and their candidacy for the position and to track developments in their job search activities.

Cost to include this step in the process: \$1,500

5. **Applicant Screening** — Applicant screening is based on position requirements and hiring criteria established by the City in the position description and position profile.

Once we have identified the top candidates, we ask them to complete a questionnaire that addresses their professional and personal qualities so we can assess their fit with the characteristics identified in the position profile. Along with substantive information provided in the answers to the questions, we evaluate the candidates' writing and comprehension skills. Once that is complete, we conduct telephone screening interviews with the top candidates to expand upon each candidate's background and experience, particularly in those areas important to the City. We determine the candidate's level of interest and motivation for seeking the position. We identify the candidate's management and leadership style and learn about their personal experiences and professional expectations for the position.

6. **List of Top Candidates** — We meet with the City Council to present the written candidate reports and a list of the top candidates. Each candidate report includes a summary of the screening interview and relevant information from an Internet search and the candidate's resume and completed questionnaire. The City Council selects the candidates who will be invited to interview. In a professional and respectful manner, Springsted informs all applicants of their status in the selection process, in particular those that are not moving forward to the interview stage.
7. **Reference Checks** — We contact references and provide a thorough reference outline for each candidate participating in the interviews. It is our practice to contact at least four references per candidate: an elected official, a professional peer, a direct report and a community member. We believe that a more comprehensive reference profile can be compiled if we seek input from a representative of each of these areas.

Cost to include steps five through seven in the process: \$6,000

8. **Background Check, Employment Offer and Goals** — We retain Richard Setter and Associates to perform a thorough background records check, which includes state and national criminal and civil history, driver's license review, educational verification, a credit check and a review of social media activity. The timing is coordinated with the hiring decision and is typically completed prior to making an offer to a candidate. To date, there has not been an ethical issue with any Springsted placement.

We will assist the City Council in developing an employment offer and, if requested, present the compensation package to the successful candidate in accordance with direction received by the Council.

Cost to include this step in the process: \$850

The timeline below is an illustration of a typical executive search process. The process generally takes between three and four months to complete. All final dates and schedules will be determined in conjunction with the City.

City of Roseville, Minnesota Revised Timeline

Project Milestone	Deliverables	Timeline
Notice to proceed	Project initiation meeting.	Revised contract approved on July 22
Position Profile approved	Prepare Position profile. Prepare job announcement.	Date to be determined
Recruitment and candidate outreach	Placement of job announcement. Contact with prospective candidates. Acceptance / acknowledgement of applications. Ongoing communication with the City.	
Applicant screening	Review resumes. Written questionnaire to top candidates.	
Candidate presentation/selection	On-site meeting with the City. Identify candidates for further screening. Notification to applicants not advancing in the selection process.	
Detailed candidate screening	Personal contacts; reference checks; social media review.	
Prepare interview information	Discuss interview details, times and process.	
First and second interviews	Candidate interviews, tours and open house/meet and greet, if desired.	
Background check	Candidate background report.	
Job Offer	Employment agreement.	
Projected start date	Identify start date.	

II. Total Proposal Cost

Springsted's professional fee to provide the services in items 1-8 above is \$9,600. This is a not-to-exceed fee and will not change unless additional services are requested by the City or you request an opportunity to discuss the fee and its individual components. Out of pocket costs for this project include such things as position advertising and background records checks (\$400 each). We work with the City to determine when to conduct the background checks; this decision will impact the total not to exceed out of pocket costs. Typical searches include only one background check and that is for the candidate that is receiving a job offer. The individual out of pocket costs vary per search and our intent is to keep them to a minimum. For example, we will not charge any mileage or transportation related fees from our offices to the City. If one background check is used the total out of pocket costs is estimated to be less than \$1,500 and the **total project cost will be less than \$11,100.**

III. Firm Experience and Qualifications

Springsted is one of the largest and most established independent public sector advisory firms in the United States. For more than 50 years, we have continually grown in the range of our client relationships, the comprehensiveness of our services and our prominence within the industry. Our managed growth is focused on providing municipal governments with a balance of national perspective and local expertise.

Springsted is a women-owned business and is certified as a Women's Business Enterprise ("WBE") by the City of Saint Paul, Minnesota. Three employee-owners lead Springsted and our 60 staff members. Our headquarters are located in Saint Paul, Minnesota, with additional offices located close to our clients throughout the Midwest and Mid-Atlantic states. Specifically, our regional offices include Milwaukee, Wisconsin; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; Denver, Colorado and Los Angeles, California.

Executive Search Qualifications

In just over 3 1/2 years, Mr. Unmacht has been involved either as the lead search consultant or as a strategic advisor for over 30 executive searches. Mr. Unmacht brings a fresh and energetic perspective to the process. He is knowledgeable about Minnesota local government and more importantly, the City of Roseville and Ramsey County. Mr. Unmacht also served as a City Manager in a Plan B form of government so he fully understands the role and responsibilities of the position.

Springsted Support Team

In addition to our corporate office in Saint Paul, Springsted has other upper Midwest regional offices in Milwaukee, Wisconsin; Des Moines, Iowa; and Kansas City, Missouri. We will call upon the staff in these offices to assist in recruiting and identifying qualified candidates for the position. Our key staff members in these offices are former local government administrators and managers that are active in the profession, in their region and in assisting in search processes. This "bench strength" will ensure that our recruitment strategy and results are thorough and comprehensive.

Knowledge of the City

The Springsted team brings a strong and functional working knowledge of the City. We will work closely with city leaders to understand the City's value system and culture and commit to searching for candidates that match the desires of the City. The City has a proud tradition and we will want to promote and market the rich history, the present opportunities and the great potential that exists. The City of Roseville has excellent educational offerings and opportunities, across many levels, and this quality will certainly be an attraction to the applicants. We will work diligently to tell your story and advocate on your behalf in the marketplace of potential applicants. The RFP and your web site have valuable information on the City and community; we will also explore other sources of data and obtain first-hand information from you in our personal interviews.

Knowledge of the Profession and Search Market

The Springsted team is very active in Minnesota and the Upper Midwest in executive searches. Collectively we have over 50 years of experience in local government. We are active in the Minnesota City/County Management Association, the League of Minnesota Cities, Association of Minnesota Counties and other Midwest based professional management associations. We have a strong pool of candidates to identify and recruit. We will target our recruitment to those candidates that match the needs of the City.

David J. "Dave" Unmacht

Senior Vice President and Director of Organizational Management & Human Resources



Mr. David Unmacht is Director of Springsted's Organizational Management/ Human Resources group. Mr. Unmacht will be the lead consultant with the City of Roseville. He is a long time local government professional who brings a passion and commitment to excellence in his service and relationships.

Mr. Unmacht brings more than 15 years of county administration experience, having worked for Scott (County Administrator) and Dakota (Deputy County Administrator) counties, Minnesota. He has also worked as City Manager in Prior Lake and City Administrator in Belle Plaine, Minnesota. He works closely with municipal and county governments in many different fields including organizational and leadership development, intergovernmental collaborations, organizational reviews, executive searches, facilitation services and strategic planning. He has a master's in Public Administration from Drake University in Iowa and a bachelor's degree in Business Administration and Political Science from Wartburg College in Iowa.

Mr. Unmacht was the recipient of the Minnesota Association of County Administrators (MACA) Joe Ries *Excellence in County Management* Award in 2000 and the Minnesota City/County Management Association (MCMA) *Award for Management Excellence* in 2006. Mr. Unmacht is also a Credentialed Manager with the International City/County Management Association (ICMA) and a community faculty member with Metropolitan State University in Saint Paul, Minnesota.

Sharon G. Klumpp*Senior Vice President and Consultant*



Ms. Sharon Klumpp specializes in executive search and organizational and management consulting for public agencies. Ms. Klumpp has extensive government experience, having served as an Executive Director of the Metropolitan Council – the seven-county regional planning agency for the Twin Cities metropolitan area of Minnesota, as the Associate Executive Director for the League of Minnesota Cities, as a City Administrator and as an Assistant City Manager. Her private sector experience includes serving as the chief administrative officer for the Minneapolis office of a major global engineering and design firm. Ms. Klumpp also served as an adjunct instructor at Walden University, where she taught public administration and organizational change in the University's School of Management. She holds a master's in public administration from the University of Kansas and a bachelor's degree in political science from Miami University of Ohio.

During the time our team is working with the City of Roseville, we will not be involved in any search that would compete for candidates with the City. Presently Mr. Unmacht is finishing the City of Bayport and West St. Paul and just starting a search for Cook County, Minnesota. Ms. Klumpp is working on searches for the City of Norwood Young America and East Grand Forks, Minnesota.

IV. Fee Structure with Regard to Billing and Expense

Invoicing for the search will be done upon completion of the search process.

V. Additional Information

In summary, we are excited about the possibility of working with the City Council, city staff and community to help you select your next City Manager. We commit to a strong and effective working relationship and you will be pleased with our work and results.

REQUEST FOR COUNCIL ACTION

Date: July 22, 2013
Item No.: 13.b

Department Approval

City Manager Approval

P. Trudgeon

Item Description: Appoint Members to the Human Rights Commission, Planning Commission, and Police Civil Service Commission

BACKGROUND

Because of recent resignations, the City has vacancies on the Human Rights Commission, Planning Commission and Police Civil Service Commission. The City advertised for applicants and received eight applications.

On July 15, the Council interviewed the applicants.

Staff notes a trend of fewer applications for vacancies on commissions. For comparison, in 2005 Roseville received 28 applications for 10 vacancies. In 2010 the City received 9 applications for 3 vacancies. Earlier this year, the City received 11 applications for 6 vacancies.

Staff asked several Minnesota cities if they are seeing similar trends. All of the cities reported a drop in applications to serve on commissions. One city noted that more people are stepping down midterm, and one city is considering reducing the size of their commissions. One city reported an increase among youth commission applicants, and another said the numbers have started to improve.

Staff also did an internet search on trends in volunteering, and results indicate a shift in how people volunteer. Volunteers tend to want to “micro-volunteer” or “episodic” volunteer – donating a few hours or dollars or work on a specific task.

Staff is unsure if the micro-volunteer trend is the reason for the drop in the number of applicants, but we are looking at alternative ways to recruit, including using more social media and more direct outreach.

REQUESTED COUNCIL ACTION

- Appoint _____ to the Human Rights Commission for term ending March 31, 2015.
- Appoint _____ to the Police Civil Service Commission for term ending March 31, 2016.
- Appoint _____ to the Planning Commission for term ending March 31, 2015.

Prepared by: Patrick Trudgeon, Interim City Manager
Attachments: A: Applications
B: Council Rankings

Carolyn Curti

Full Name: Brian Cihacek
Last Name: Cihacek
First Name: Brian

Home Address:
 Roseville, MN 55113

Home:

E-mail:
E-mail Display As:

The following form was submitted via your website: Commission Application

Please check commission applying for: Human Rights Commission

If Other, please list name:

How did you learn about this Commission position?: Other

If Other, please describe: Website

This application is for:: New Term

If this is a student application, please list your grade:

Name:: Brian Cihacek

Address::

City, State, Zip:

Phone Number::

Email address::

How many years have you lived in Roseville?: >1

Work Experience (especially as it relates to the Commission/Board for which you are applying): Minnesota Association of
 Charter Schools Saint Paul, MN 2/2012-Present
 Operations Associate

Position Summary: Manage operations of a state wide association of over 70 schools. Areas of responsibility included database management, digital marketing software management, industry survey development and analysis, website management, event management, and committee administration.

Achievements:

- Reduced IT software cost by 20% in 2012
- Served on federal grant review panels in 2012/2013
- Managed the license renewal process for over 200 teachers in charter schools in 2012/2013.

Wellstone Action Saint Paul, MN 11/2011-2/2012
 Project Manager

Position Summary: Evaluated logistical and accounts payable policies/procedures for training programs to improve integration and efficiency while also managing training event logistics and conducting departmental projects with database systems.

Achievements:

- Conducted first organizational audit of travel and training logistics expenditures in identifying over \$15,000 in recoupable waste.

All God's Children MCC Minneapolis, MN 10/2010-10/2011
Director of Communications and Community Relations

Position Summary: Directed organizational communications, special events, serve as a community liaison and serve as a program manager for a portfolio of community service programs. I managed up to 5 high skill volunteers.

Achievements:

- Exceeded industry standards for e-newsletter and social media engagement for over 9 months
- Exceeded rental income goals by 150% and received \$6,000 in grant funding for program development

University of Saint Thomas Saint Paul, MN 8/2009-5/2010
Residential Hall Chaplain

Position Summary: Created stakeholders of 300 male undergraduate students in partnership with other university departments in the mission and activities of the University of Saint Thomas Office of Campus Ministry.

Achievements:

- Won regional recognition from a regional residence life association for diversity programming.

Minnesota Army National Guard Moorhead, MN 6/2001-7/2008
Unit Supply Specialist

Position Summary: Conducted logistical support operations at multiple organizational levels. While deployed in Iraq from 2005-2007 as part of Operation Iraqi Freedom, I managed an inventory of with a value of over \$10,000,000 and managed a discretionary budget of \$1,000,000 in accordance to US Army regulations. I supervised teams of up to 12 soldiers. This position required a secret security clearance.

Education:: Saint John's University Collegeville, MN 5/2008
Bachelor of Arts with a major in Psychology and a minor in Philosophy

Concordia University-Saint Paul Saint Paul, MN 12/ 2013 (anticipated)
Master of Arts in Strategic Communication Management

Sample Software Proficiencies:

- HTML & CSS
- Google Analytics
- Adobe Creative Suit
- Microsoft Office: Word, Excel, Access and PowerPoint
- Federation database system & Databank database
- Facebook
- Constant Contact, SurveyMonkey, Icontact, Patronmail.

Civic and Volunteer Activities (Past and Present):: Girls on the Run-Twin Cities

Minneapolis

3/2013-Present

Risk Management Committee Member

Position Summary: Develop and advise on risk management strategies (human resource, legal and insurance) for Girls on the Run-Twin Cities.

Cycles for Change

Saint Paul, MN

3/2011-6/2013

Director/Committee Member

Position Summary: Conducted organizational development and strategic management using consensus decision making principals for a nonprofit corporation focused on bicycle education and programming.

Roles:

2010-2012: Board of Directors/Board HR Liaison: Developed organizational HR policies to include paid time off, organizational family leave and medical policy, compensation, etc. I led a staff restructuring process and three hiring subsequent committees.

2012-2013: Policy Team member: Serve as an advisor on organizational policies for Cycles for Change.

Citizen's League

Saint Paul, MN

4/2010-Present

Subcommittee Chair/Co-Chair

Position Summary: Develop and advise on communication strategies/tactics for a public policy nonprofit. Achievements include completing first organizational audit of interactive platforms and assisting in website redesign

Roles:

2011-Present: Interactive Working Group Subcommittee Co-Chair

2012-Present: Metric Working Group Subcommittee Co-Chair

2013-Present: Committee Co-Chair

Please state your reasons for wanting to serve on the Commission/Board:: I am interested in serving on the Human Rights Board as a way to develop a strong, vibrant community and engage in civic service

What is your view of the role of this Commission/ Board?: I view the role of the Human Rights Board is to serve as place for citizens to engage with power structures in a way which help produce remedies for real or perceived harms as well as a committee which focus on livability issues and fosters community engagement.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I am veteran of the United State Army with over 18 months service in Iraq with 34th Division

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

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodically made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §13.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Home Phone Number,Cell Phone Number,Preferred Email Address

Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address:

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

Additional Information:

Form submitted on: 7/8/2013 9:29:50 AM

Carolyn Curti

Full Name: Michele Courneya
Last Name: Courneya
First Name: Michele

Home Address:
Roseville, MN 55113

Mobile:

E-mail:
E-mail Display As:

Carolyn: Good afternoon. My cellphone number is , this is the best number for reaching me. My home number is . Michele Courneya

On Jul 1, 2013, at 1:35 PM, Carolyn Curti

> Hi Michele

> Thanks for your application. Could you provide a phone number in case we need to reach you concerning commission interviews? That information will not be shared with others, other than councilmembers (and other commissioners, if you are appointed), who may want to contact you.>

> Carolyn Curti

The following form was submitted via your website: Commission Application

Please check commission applying for: Human Rights Commission

If Other, please list name:

How did you learn about this Commission position?: Roseville Review newspaper

If Other, please describe:

This application is for:: New Term

If this is a student application, please list your grade:

Name:: Michele Courneya

Address::

City, State, Zip: Roseville, MN 55113

Phone Number::

Email address:

How many years have you lived in Roseville?: 25 years

Work Experience (especially as it relates to the Commission/Board for which you are applying): I am an attorney currently doing contract work part time. I worked for the U.S. Small Business Administration (SBA) for 15 years and for a small law firm that advised lenders and others on SBA policy and issues for 5 years. I still advise and teach for the National Association of Government Guaranteed Lenders (NAGGL). As a contractor for SBA, I helped Oman develop and start a small business lending program and business development center with an emphasis on assisting women owned

businesses. As a contract for U.S. AID, I am assisting Ghana form an SBA style entity with a focus on developing rural small business.

Education:: B.A. In Philosophy, University of St. Thomas, magna cum laude J.D. , University of Minnesota Law School, cum laude. Served as Director of Civil Rights Moot Court

Civic and Volunteer Activities (Past and Present):: DFL volunteer including serving as Chair of Senate District 54 DFL when Roseville was located in that district, and serving as a DFL Challenger at the polls Supporter/Member of Amnesty International, Half the Sky, Minnesotans United for All Families, and Nature Conservancy, among others.

Girl Scout Leader (past)

Volunteer for Roseville Area Schools (past)

Please state your reasons for wanting to serve on the Commission/Board:: Respect for human rights is at the core of any democracy. I believe protecting and promoting human rights is one of the basic responsibilities of government, especially local government. This task is easier to accomplish with the assistance of citizens from various backgrounds advising city officials on the effect of different issues or decisions on their human rights. This is why I would like to serve on the Human Rights Commission (HRC).

What is your view of the role of this Commission/ Board?: The Human Rights Commission promotes human rights in Roseville by providing a forum for citizens to speak out on and discuss issues of concern, advising local government and officials on those issues, encouraging more public engagement in civic affairs and good relations between the city and its citizens.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

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

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Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address

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

Additional Information:

Form submitted on: 7/1/2013 1:22:47 PM

Carolyn Curti

Full Name: Allison Jensen
Last Name: Jensen
First Name: Allison

Home Address:
Roseville, MN 55113

Home:

E-mail: m
E-mail Display As:

The following form was submitted via your website: Commission Application

Please check commission applying for: Human Rights Commission

If Other, please list name:

How did you learn about this Commission position?: Contacted by Council or Commission member

If Other, please describe:

This application is for:: New Term

If this is a student application, please list your grade:

Name:: Allison Jensen
Address::
City, State, Zip: Roseville, MN 55113
Phone Number:
Email address:

How many years have you lived in Roseville?: 13 years

Work Experience (especially as it relates to the Commission/Board for which you are applying): For the past 25 years, I've worked in communications--as an editor, journalist and public relations person--for MPLS.ST.PAUL Magazine, St. Paul Pioneer Press, University of Minnesota (primarily the Medical School) and now at Plymouth Congregational Church in Minneapolis.

Education:: B.A. Political Science, Central Washington University; M.A. East Asian Studies, Yale University; graduate work in journalism, University of Minnesota

Civic and Volunteer Activities (Past and Present):: Volunteer at Como Japanese Garden (5 years in the 1990s); past service on subcommittee of Imagine Roseville 2025; current member and past leader of Social Justice & Outreach group and current member of the Green Team, St. Christopher's Episcopal Church, Roseville.

Please state your reasons for wanting to serve on the Commission/Board:: I have long been interested in advancing human and civil rights through increasing awareness and citizen engagement, which can fuel advocacy to improve people's lives in Roseville. The Commission would be a terrific vehicle that combines my interest with Roseville's goals.

What is your view of the role of this Commission/ Board?: As it says in the flyer: a. Assisting the state Department of Human Rights in implementing the Minnesota Human Rights Act; b. Providing educational opportunities and programs and leadership on human and civil rights and civic engagement; and c. Advising the Mayor, City Manager, and City Council on policies and issues regarding human rights and civic engagement as they affect our community.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I would appreciate an opportunity to serve the Roseville community and help groups make connections to improve lives.

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

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Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address:

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

Additional Information:

Form submitted on: 7/9/2013 10:03:58 PM

Carolyn Curti

Full Name: Vicci U Johnson
Last Name: Johnson
First Name: Vicci

Home Address:
Roseville, MN 55113

Home:

E-mail:
E-mail Display As:

The following form was submitted via your website: Commission Application

Please check commission applying for: Human Rights Commission

If Other, please list name:

How did you learn about this Commission position?: Contacted by Council or Commission member

If Other, please describe:
This application is for:: New Term

If this is a student application, please list your grade:

Name:: Vicci U Johnson
Address::
City, State, Zip: Roseville, MN 55113

Phone Number::
Email address::

How many years have you lived in Roseville?: 1998-to-present

Work Experience (especially as it relates to the Commission/Board for which you are applying): Curriculum writing teams, St. Paul Public Schools Ordway Theater Education Planning Committee 1991-93 Community Fund Raising for School Programs St. Paul Public Schools Music Educator: Diversity Environment. Retired 2009.

Education:: Wilson High School St. Paul Public Schools BS Music Education K-12 Licensure Mankato State Masters Education Hamline University Masters of Fine Arts Administration St. Mary's Mpls MN Inver Hills ComColl: Para Legal(180 hrs internship to complete cert)

Civic and Volunteer Activities (Past and Present):: Civic Orchestra of Minneapolis: Fund raising Minnesota Orchestra: Intern 9 months in 2002 and volunteer as needed: marketing, audience development, customer relations.
Education Chair Board of Directors: Twin Cities Jazz Society

Please state your reasons for wanting to serve on the Commission/Board:: I like hanging around with a group vigilant to maintain the Human-Constitutional Rights of all citizens.

What is your view of the role of this Commission/ Board?: To maintain a quality of life for all Roseville Citizens through on-going research, education, extended indepth collaboration, negotiations and mediation.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: For 35+years I taught inner-city students from diverse family's in a few parochial private schools, and then in the St. Paul Public Schools for 30 years; my entire working life has been a collaboration-mediation process.

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

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Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address:

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

Additional Information:

Form submitted on: 7/6/2013 2:46:53 PM

Carolyn Curti

Full Name: Molli Slade
Last Name: Slade
First Name: Molli

Home Address:
Roseville, MN 55113

Home:

E-mail:
E-mail Display As:

The following form was submitted via your website: Commission Application

Please check commission applying for: Human Rights Commission

If Other, please list name:

How did you learn about this Commission position?: Roseville Email News Update

If Other, please describe:
This application is for:: New Term

If this is a student application, please list your grade:

Name:: Molli Slade
Address::
City, State, Zip: Roseville, MN 55113
Phone Number:
Email address:

How many years have you lived in Roseville?: 4

Work Experience (especially as it relates to the Commission/Board for which you are applying): I am a licensed social worker. I currently work as the Mental Illness/Chemical Dependency Specialist on a community based mental health treatment team. I have held this job for four and a half years. Prior to that I worked as a Women's Advocate at Board and Lodge chemical dependency program in St Paul for seven years. Restaurant server for years before that.

Education:: I received my BSW from Metropolitan State University in December of 2008. I graduated from St. Paul Open School in 1987.

Civic and Volunteer Activities (Past and Present):: Girl Scout parent volunteer, school volunteer, Adopt a Highway participant, pending hospice volunteer

Please state your reasons for wanting to serve on the Commission/Board:: My family and I choose Roseville almost four years ago because of its quality schools, convenient location, and readily apparent value the community places on quality of life and surroundings. I have also seen the demographics change greatly from the Roseville I knew as a child.

In this time of changing cultural and ethnic population, I think we have an amazing opportunity for laying an inclusive foundation for our future. I believe my work as a community based social worker has given me the tools to communicate and understand the wants, hopes, and needs of a diverse populace. I also enjoy finding creative ways to reach out and

engage people in their communities, my community. We are at a crossroads in this city. There is the community of seniors who are still living/thriving in the city after raising their families. They have consistently voted for strong schools and thriving parks. And there are the young families like mine who were attracted to this area for these very same issues. I want to expand on the wonderful work that has been done and include the newer residents (both homeowners and renters) so they are engaged and feel "a part of". Once people feel engaged, they are invested. Conversely, if we do nothing and do not reach out to join hands there will be disengagement and lack of commitment to the community. I look forward to learning more about Roseville's great history and applying it to our bright expanding future.

What is your view of the role of this Commission/ Board?: I believe that I am able to communicate with and understand a wide variety of people. I have worked closely with clients who have been marginalized by society. I believe this gives me an insight into communities that feel disempowered and disenfranchised. I want to engage all residents of Roseville. I believe this commission is the starting point for residents to become heard and understood at a government level by a city that was relatively monocultural not too long ago. I think this commission can help provide the color and texture to the sometimes black and white world of city governance.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

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

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Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address

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

Additional Information:

Form submitted on: 7/8/2013 4:50:54 PM

Carolyn Curti

Full Name: Brian Cihacek
Last Name: Cihacek
First Name: Brian

Home Address:
Roseville, MN 55113

Home:

E-mail:
E-mail Display As:

The following form was submitted via your website: Commission Application

Please check commission applying for: Planning Commission

If Other, please list name:
How did you learn about this Commission position?: Other

If Other, please describe: Website
This application is for:: New Term

If this is a student application, please list your grade:

Name:: Brian Cihacek
Address::
City, State, Zip: Roseville, MN 55113
Phone Number:: 218-329-7991

Email address:

How many years have you lived in Roseville?: >1

Work Experience (especially as it relates to the Commission/Board for which you are applying): Minnesota Association of
Charter Schools Saint Paul, MN 2/2012-Present
Operations Associate

Position Summary: Manage operations of a state wide association of over 70 schools. Areas of responsibility included database management, digital marketing software management, industry survey development and analysis, website management, event management, and committee administration.

Achievements:

- Reduced IT software cost by 20% in 2012
- Served on federal grant review panels in 2012/2013
- Managed the license renewal process for over 200 teachers in charter schools in 2012/2013.

Wellstone Action Saint Paul, MN 11/2011-2/2012
Project Manager

Position Summary: Evaluated logistical and accounts payable policies/procedures for training programs to improve integration and efficiency while also managing training event logistics and conducting departmental projects with database systems.

Achievements:

- Conducted first organizational audit of travel and training logistics expenditures in identifying over \$15,000 in recoupable waste.

All God's Children MCC Minneapolis, MN 10/2010-10/2011
Director of Communications and Community Relations

Position Summary: Directed organizational communications, special events, serve as a community liaison and serve as a program manager for a portfolio of community service programs. I managed up to 5 high skill volunteers.

Achievements:

- Exceeded industry standards for e-newsletter and social media engagement for over 9 months
- Exceeded rental income goals by 150% and received \$6,000 in grant funding for program development

University of Saint Thomas Saint Paul, MN 8/2009-5/2010
Residential Hall Chaplain

Position Summary: Created stakeholders of 300 male undergraduate students in partnership with other university departments in the mission and activities of the University of Saint Thomas Office of Campus Ministry.

Achievements:

- Won regional recognition from a regional residence life association for diversity programming.

Minnesota Army National Guard Moorhead, MN 6/2001-7/2008
Unit Supply Specialist

Position Summary: Conducted logistical support operations at multiple organizational levels. While deployed in Iraq from 2005-2007 as part of Operation Iraqi Freedom, I managed an inventory of with a value of over \$10,000,000 and managed a discretionary budget of \$1,000,000 in accordance to US Army regulations. I supervised teams of up to 12 soldiers. This position required a secret security clearance.

Education:: Saint John's University Collegeville, MN 5/2008
Bachelor of Arts with a major in Psychology and a minor in Philosophy

Concordia University-Saint Paul Saint Paul, MN 12/ 2013 (anticipated)
Master of Arts in Strategic Communication Management

Sample Software Proficiencies:

- HTML & CSS
- Google Analytics
- Adobe Creative Suit
- Microsoft Office: Word, Excel, Access and PowerPoint
- Federation database system & Databank database
- Facebook
- Constant Contact, SurveyMonkey, Icontact, Patronmail.

Civic and Volunteer Activities (Past and Present):: Girls on the Run-Twin Cities Minneapolis
3/2013-Present

Risk Management Committee Member

Position Summary: Develop and advise on risk management strategies (human resource, legal and insurance) for Girls on the Run-Twin Cities.

Cycles for Change

Saint Paul, MN

3/2011-6/2013

Director/Committee Member

Position Summary: Conducted organizational development and strategic management using consensus decision making principals for a nonprofit corporation focused on bicycle education and programming.

Roles:

2010-2012: Board of Directors/Board HR Liaison: Developed organizational HR policies to include paid time off, organizational family leave and medical policy, compensation, etc. I led a staff restructuring process and three hiring subsequent committees.

2012-2013: Policy Team member: Serve as an advisor on organizational policies for Cycles for Change.

Citizen's League

Saint Paul, MN

4/2010-Present

Subcommittee Chair/Co-Chair

Position Summary: Develop and advise on communication strategies/tactics for a public policy nonprofit. Achievements include completing first organizational audit of interactive platforms and assisting in website redesign

Roles:

2011-Present: Interactive Working Group Subcommittee Co-Chair

2012-Present: Metric Working Group Subcommittee Co-Chair

2013-Present: Committee Co-Chair

Please state your reasons for wanting to serve on the Commission/Board:: I am interested in serving on the Planning Board as a way to develop a strong, vibrant community and engage in civic service

What is your view of the role of this Commission/ Board?: The role of the planning board is to make prudent decisions impacting economic and residential development in the city of Roseville in way which is sustainable and productive.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

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Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address

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

Additional Information:

Form submitted on: 7/8/2013 9:35:28 AM

Carolyn Curti

Full Name: Joshua Immerman
Last Name: Immerman
First Name: Joshua

Home Address:
Roseville, MN 55113

Mobile:

E-mail:

E-mail Display As:)

The following form was submitted via your website: Commission Application

Please check commission applying for: Planning Commission

If Other, please list name:

How did you learn about this Commission position?: Roseville Email News Update

If Other, please describe:

This application is for:: New Term

If this is a student application, please list your grade:

Name::

Address::

City, State, Zip: Roseville, MN 55113

Phone Number:: (

Email address::

How many years have you lived in Roseville?: 25

Work Experience (especially as it relates to the Commission/Board for which you are applying): Current utilities worker for the city of Roseville starting in 2006. 2+ years on the Roseville fire department

Education:: Roseville Area High School

Civic and Volunteer Activities (Past and Present)::

Please state your reasons for wanting to serve on the Commission/Board:: It would be something I would enjoy and I think I could look at things from the maintenace and placement of structures.

What is your view of the role of this Commission/ Board?:

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

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

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Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address

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

Additional Information:

Form submitted on: 7/10/2013 4:30:10 PM

Carolyn Curti

Full Name: Mohamed Keynan
Last Name: Keynan
First Name: Mohamed

Home Address:
Roseville, MN 55113

Mobile:

E-mail:
E-mail Display As:

The following form was submitted via your website: Commission Application

Please check commission applying for: Planning Commission
If Other, please list name:

How did you learn about this Commission position?: Roseville Review newspaper, Roseville City News newsletter

If Other, please describe:

This application is for:: New Term

If this is a student application, please list your grade:

Name:: Mohamed Keynan
Address::
City, State, Zip: Roseville, MN 55113
Phone Number::

Email address:

How many years have you lived in Roseville?: 6 years

Work Experience (especially as it relates to the Commission/Board for which you are applying): I'm currently working as a Contracts Manager at Hennepin County government where most of my work involves connecting with key stakeholder groups on daily basis. In a period of fewer resources and increasingly "political" environment, one of my main job requirements is to research feasible strategies to managing significant public policy issues and offer viable recommendations to contracted providers and County management and leadership.

Previously, I have worked as research analyst for an evaluation and strategic planning firm located in Minnesota that does numerous stakeholder engagements and capacity building work for a diverse clientele. I have also worked as a management Analyst for the Minnesota Department of Human Services (DHS). Additionally, I have earned a Masters of public policy degree from Humphrey School of Public Affairs at University of Minnesota and a bachelor degree in Economics from Ohio State University.

I believe both my professional experiences and educational background will be at asset for the Roseville City's Planning Commission.

Education:: Masters of public policy degree from Humphrey School of Public Affairs at University of Minnesota and a bachelor degree in Economics from Ohio State University.

Civic and Volunteer Activities (Past and Present):: Past and Present Voluntary and Civic Activities Include: Board Member (two non-profits), Community Organizer, Interpreter, Soccer Coach and Guardians ad Litem.

Please state your reasons for wanting to serve on the Commission/Board:: I have lived in Roseville for about 6 years now and my wife and I have just bought a house – and so, we are planning to live in this community for as long as possible. According to the 2012 city annual report “Roseville is growing more diverse in age, education, economic status, ethnicity and other factors.” Both my wife and I were born in Somalia and our two daughters are born here; clearly we are part of this trend.

My wife and I moved to Roseville, again as the 2012 annual report explains, because this is a “...community that welcomes all people from all walks of life...” and this is a community that strives “... to make everyone feel included and respected.”

I am applying to serve this commission so that we can continue with this history.

What is your view of the role of this Commission/ Board?: I view my role as a contributing member – with responsibilities and rights to making sure the planning commission works as intended.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

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

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Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address:

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

Additional Information:

Form submitted on: 7/9/2013 3:03:47 PM

Carolyn Curti

Full Name: Brian Cihacek
Last Name: Cihacek
First Name: Brian

Home Address:
Roseville, MN 55113

Home: (

E-mail:
E-mail Display As:

The following form was submitted via your website: Commission Application

Please check commission applying for: Police Civil Service Commission

If Other, please list name:
How did you learn about this Commission position?: Other

If Other, please describe: Website
This application is for:: New Term

If this is a student application, please list your grade:

Name:: Brian Cihacek
Address::
City, State, Zip: Roseville, MN 55113
Phone Number::

Email address:

How many years have you lived in Roseville?: >1

Work Experience (especially as it relates to the Commission/Board for which you are applying): Minnesota Association of
Charter Schools Saint Paul, MN 2/2012-Present
Operations Associate

Position Summary: Manage operations of a state wide association of over 70 schools. Areas of responsibility included database management, digital marketing software management, industry survey development and analysis, website management, event management, and committee administration.

Achievements:

- Reduced IT software cost by 20% in 2012
- Served on federal grant review panels in 2012/2013
- Managed the license renewal process for over 200 teachers in charter schools in 2012/2013.

Wellstone Action Saint Paul, MN 11/2011-2/2012
Project Manager

Position Summary: Evaluated logistical and accounts payable policies/procedures for training programs to improve integration and efficiency while also managing training event logistics and conducting departmental projects with database systems.

Achievements:

- Conducted first organizational audit of travel and training logistics expenditures in identifying over \$15,000 in recoupable waste.

All God's Children MCC Minneapolis, MN 10/2010-10/2011
Director of Communications and Community Relations

Position Summary: Directed organizational communications, special events, serve as a community liaison and serve as a program manager for a portfolio of community service programs. I managed up to 5 high skill volunteers.

Achievements:

- Exceeded industry standards for e-newsletter and social media engagement for over 9 months
- Exceeded rental income goals by 150% and received \$6,000 in grant funding for program development

University of Saint Thomas Saint Paul, MN 8/2009-5/2010
Residential Hall Chaplain

Position Summary: Created stakeholders of 300 male undergraduate students in partnership with other university departments in the mission and activities of the University of Saint Thomas Office of Campus Ministry.

Achievements:

- Won regional recognition from a regional residence life association for diversity programming.

Minnesota Army National Guard Moorhead, MN 6/2001-7/2008
Unit Supply Specialist

Position Summary: Conducted logistical support operations at multiple organizational levels. While deployed in Iraq from 2005-2007 as part of Operation Iraqi Freedom, I managed an inventory of with a value of over \$10,000,000 and managed a discretionary budget of \$1,000,000 in accordance to US Army regulations. I supervised teams of up to 12 soldiers. This position required a secret security clearance.

Education::

Civic and Volunteer Activities (Past and Present):: Girls on the Run-Twin Cities Minneapolis
3/2013-Present

Risk Management Committee Member

Position Summary: Develop and advise on risk management strategies (human resource, legal and insurance) for Girls on the Run-Twin Cities.

Cycles for Change Saint Paul, MN 3/2011-6/2013
Director/Committee Member

Position Summary: Conducted organizational development and strategic management using consensus decision making principals for a nonprofit corporation focused on bicycle education and programming.

Roles:

2010-2012: Board of Directors/Board HR Liaison: Developed organizational HR policies to include paid time off, organizational family leave and medical policy, compensation, etc. I led a staff restructuring process and three hiring subsequent committees.

2012-2013: Policy Team member: Serve as an advisor on organizational policies for Cycles for Change.

Citizen's League

Saint Paul, MN

4/2010-Present

Subcommittee Chair/Co-Chair

Position Summary: Develop and advise on communication strategies/tactics for a public policy nonprofit. Achievements include completing first organizational audit of interactive platforms and assisting in website redesign

Roles:

2011-Present: Interactive Working Group Subcommittee Co-Chair

2012-Present: Metric Working Group Subcommittee Co-Chair

2013-Present: Committee Co-Chair

Please state your reasons for wanting to serve on the Commission/Board:: I am interested in serving on the Police Civil Service Board as a way to develop a strong, vibrant community and engage in civic service

What is your view of the role of this Commission/ Board?: I view the role of this board as an collective ombudsman to deal with human resource issues and enforcements issues generated by the activities of the police.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

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Home Phone :

Work Phone :

Cell Phone:

Preferred Email Address:

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

Carolyn Curti

Full Name: Janet Henquinet
Last Name: Henquinet
First Name: Janet

Home Address:
Roseville, MN 55113

Home:

E-mail:
E-mail Display As:)

If appointed – ok to release home phone number
Attended 2013 Roseville U

The following form was submitted via your website: Commission Application

Please check commission applying for: Police Civil Service Commission

If Other, please list name:
How did you learn about this Commission position?: Other

If Other, please describe: C. Curti email
This application is for:: New Term

If this is a student application, please list your grade:

Name:: Janet Henquinet
Address::
City, State, Zip: Roseville, MN 55113

Phone Number::
Email address::

How many years have you lived in Roseville?: 40

Work Experience (especially as it relates to the Commission/Board for which you are applying): Knowledge of employment practices gained in professional and management positions in human resource management in both government and industry. Professor of human resource management at Metropolitan State University. Volunteer service on Ramsey County Personnel Review Board as board member and chairperson.

Education:: BA in sociology and psychology, MA in industrial relations, PhD in higher education administration.

Civic and Volunteer Activities (Past and Present):: In addition to serving in a variety of professional associations I chaired the Ramsey County Personnel Review Board, served on a long range planning committee for ISD 623, served on the Roseville Human Rights commission, was a quality award examiner for the MN Council on Quality , served on a leadership advisory board for the Minneapolis United Way and, most recently, served as Vice President of the North Suburban Senior Council.

Please state your reasons for wanting to serve on the Commission/Board:: I have recently retired and I am looking for ways to be more active in my local community.

What is your view of the role of this Commission/ Board?: After speaking with Chief Mathwig, I would describe the focus as oversight of the hiring and promotion activities of the police department.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.:

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Cell Phone:

Preferred Email Address:

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

Additional Information:

Form submitted on: 6/24/2013 9:48:24 AM

Advisory Commission Preferences of City Council & Chair

*Names appear in the order received

Human Rights Commission

Roe	Courneya	Slade		
Etten	Courneya	Slade		
Laliberte	Slade			
McGehee	Courneya	Slade		
Willmus	Slade	Cihacek		
Commission Chair, Grefenberg	Courneya	Jensen		

Planning

Roe	Cihacek	Keynan		
Etten	Keynan	Cihacek		
Laliberte	Keynan			
McGehee	Keynan	Immerman		
Willmus	Keynan	Immerman		
Commission Chair, Gisselquist	Keynan	Cihacek		

Police Civil Service Commission

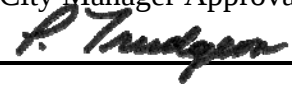
Roe				
Etten				
Laliberte	Henquinet			
McGehee	Henquinet			
Willmus	Henquinet			
Commission Chair, Zoe Jenkins	Henquinet			

ROSEVILLE
REQUEST FOR COUNCIL ACTION

DATE: 7/22//2013
ITEM NO: 13.c

Department Approval

City Manager Approval



Item Description: Request by Landmark 6 of Roseville, LLC for Approval of a Final Plat of an Un-Addressed Residential Parcel on Millwood Avenue Between Victoria and Chatsworth Streets

1.0 REQUESTED ACTION

Landmark 6 Roseville, LLC proposes to plat a large, vacant residential parcel on Millwood Avenue between Victoria and Chatsworth Streets to accommodate 6 one-family residential lots around a short cul-de-sac street.

Project Review History

- Application submitted: June 14, 2013
- Project report prepared: July 18, 2013
- Review deadline: August 12, 2013
- Anticipated City Council action: July 22, 2013

2.0 SUMMARY OF RECOMMENDATION

Community Development and Public Works Department staff recommend approval of the proposed FINAL PLAT in conjunction with a Public Improvement Contract; see Section 7 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION.

Adopt a resolution approving the proposed JOSEPHINE HEIGHTS PLAT and the PUBLIC IMPROVEMENT CONTRACT prepared for the provision of the public infrastructure associated with the plat, pursuant to Title 11 (Subdivisions) of the City Code; see Section 8 of this report for the detailed action.

4.0 BACKGROUND

4.1 The subject property, located in Planning District 4, has a Comprehensive Plan Land Use Designation of Low-Density Residential (LR) and a zoning classification of Low-Density Residential-1 (LDR-1) District. The FINAL PLAT application does not seek to change the zoning classification of the property, and so the lot size and residential density requirements will remain the same for the proposed subdivision as for the surrounding neighborhood.

4.2 When exercising the so-called “quasi-judicial” authority when acting on a PLAT request, the role of the City is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the applicant meets the relevant legal standard, then they are likely entitled to the approval, although the City is able to add conditions to a plat approval to ensure that the likely impacts to roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed.

5.0 PUBLIC COMMENT

5.1 At the City Council meeting of May 20, 2013, the Council approved the preliminary plat pursuant to the recommendation of the Planning Commission subject to the condition that the developer providing a plan for screening vehicle headlights from neighbors on the east, west and north sides of the subject parcel; and for screening the east and west property lines. Minutes of the May 20, 2013 City Council meeting are included with this report as Attachment C.

5.2 ON July 17, the Planning Division did receive a letter via email from Mr. Rossbach regarding tree preservation and the storm water management plan (see attachment H).

6.0 FINAL PLAT AND PUBLIC IMPROVEMENT CONTRACT

6.1 Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots meet the minimum size requirements of the zoning code, that adequate streets and other public infrastructure are in place or identified and constructed, and that storm water is addressed to prevent problems either on nearby property or within the storm water system. As a PLAT of an residential property, the preliminary plat was found to satisfy all zoning and subdivision requirements. Any future development plans will need to comply with all applicable City Code requirements and a Public Improvement Contract as well the requirements of the Rice Creek Watershed District and any other regulating body.

6.2 City Code §1011.04 (Tree Preservation) specifies that a, approved tree preservation plan is a necessary prerequisite for approval of a preliminary plat. The City Planner reviewed and approved the tree preservation plan submitted with the preliminary plat. However, based concerns by residents regarding the number of trees not noted on the plan and the absence of critical root zones of trees on adjacent parcels, the City Planner completed an inspection on June 17, 2013, and required slight modifications to the plan. Attachment E is the revised approved Tree Preservation Plan

6.3 Pursuant to §1103.07 of the City Code and recommendation by the Park and Recreation Commission (April 2, 2013), Josephine Heights is responsible for payment in lieu of land dedication. The 2013 Fee Schedule establishes a park dedication amount of \$3,500 per residential unit; for the four, newly-created residential lots the total park dedication would be \$14,000, to be collected prior to recording an approved plat at Ramsey County.

6.4 In order to serve the lots in the plat, the following public improvements need to be made. The details of such improvements are specified in the Public Improvement Contract, included with this report as Attachment F, and are summarized as follows:

- a. Site Grading and Turf Restoration.** The Developers shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall implement turf restoration on the Property which shall include seeding, mulching and erosion control.
1. The Developer shall submit to the City a Grading, Drainage and Soil Erosion Plan for all of the Property acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.
 2. The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the City after site grading, with street and lot grades.
 3. All improvements to the lots and the final grading shall comply with the approved Grading, Drainage and Soil Erosion Plan.
- b. Street Improvements.** The Developer shall construct all streets shown on the Plat in accordance with the Public Improvement Construction Plans. Street improvements shall include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters.
1. The Developer shall construct the streets as shown on the Plat, including the connection to Millwood Avenue. The new street shall be constructed ending in a 80 foot diameter cul-de-sac. The new streets shall be 259 feet more or less of 28 foot wide (face to face) bituminous street with type B618 curb and gutter. Parking shall be allowed on one side of the throat of the cul-de-sac, No parking will be allowed in the cul-de-sac. The typical section of pavement for the streets shall be a 7- ton design.
 2. Unusable material within the roadway shall be removed by the Developer.
 3. All subgrade excavation and filling shall be completed by the Developer in accordance with City details, City specifications, MNDOT's specifications, and the approved Grading, Drainage and Erosion Control Plan.
 4. The City reserves the right to test as necessary, at the Developer's expense, all grading work. A test roll of the street subgrade with results satisfactory to the City shall be required prior to acceptance of the subgrade work by the City.
- c. Landscaping Plan.** The Landscaping shown on the Landscaping Plan shall be constructed in accordance with specifications and the City approved Public Improvement Construction Plans.
- d. Watermain construction:** The Developer shall construct all watermain improvements determined by the City to be necessary to serve the Property, including hydrants and individual lot services.
1. All watermain improvements and hydrants shall be constructed in accordance with City details, specifications, and the Public Improvement Construction Plans.

- 106
- 107 **e. Sanitary sewer construction:** The Developer shall construct all sanitary sewer pipes
- 108 determined to be necessary by the City to serve the Property, including individual lot
- 109 services.
- 110 1. All sanitary sewers shall be constructed in accordance with City details,
- 111 specifications, and the City approved Public Improvement Construction Plans.
- 112 **f. Storm sewer construction:** The Developer shall construct all storm sewer
- 113 improvements determined to be necessary by the City to serve the Property, including
- 114 the construction of outlet control structures and flared end sections.
- 115 1. Storm sewer facilities, including ponds and infiltration basins, shall be
- 116 constructed in accordance with City details, specifications, and the City approved
- 117 Public Improvement Construction Plans.
- 118 2. Infiltration basins shall be protected from silt during construction. If these areas
- 119 do not function as designed, the Developer shall reconstruct them as directed by
- 120 the City Engineer.
- 121 **g. Restoration of existing streets:** Curb cuts and street cuts shall be reconstructed to
- 122 match existing street typical section.
- 123 1. All unused curb openings along Millwood Avenue curb line shall be removed and
- 124 replaced with concrete curb and gutter to match existing. Curbs proposed to be
- 125 replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for
- 126 proper compaction.
- 127 2. Utility trenches shall be restored by the Developer per City standards.
- 128 **h. Erosion control.** Prior to the commencement of any grading and before any utility
- 129 construction is commenced or building permits are issued, the erosion control plan
- 130 must be implemented, inspected and approved by the City. The Developer shall meet
- 131 all requirements of the City's Erosion Control Ordinance including but not limited to
- 132 the following.
- 133 1. No construction activity shall be allowed and no building permits shall be issued
- 134 unless the Property is in full compliance with the erosion control requirements.
- 135 2. Measures shall be installed in compliance with MPCA NPDES permit
- 136 requirements.
- 137 3. The City shall inspect the site periodically and determine whether it is necessary
- 138 to take additional measures to address erosion.
- 139 4. To remove dirt and debris from streets that has resulted from construction work
- 140 by the Developer, its agents or assigns, the Developer shall sweep Cleveland and
- 141 Langton Lake Drive on a weekly basis or more frequently as directed by the City
- 142 Engineer until the site is stabilized. The Developer must sweep roadways with a
- 143 water-discharge broom apparatus. Kick-off brooms shall not be utilized for street
- 144 sweeping.

- 145 5. If the development on the Property does not comply with the Erosion Control
146 Plan or supplementary instructions received from the City, the City may,
147 following giving the Developer 48-hour prior verbal notice (or immediately in the
148 case of an emergency), take such action as it deems appropriate to control
149 erosion, the cost of which action shall be paid by the Developer to the City upon
150 demand.

151 **7.0 RECOMMENDATION**

152 Based on the comments and findings outlined in Sections 4-6 of this report, Community
153 Development and Public Works Departments find that the proposed FINAL PLAT is
154 consistent with the PRELIMINARY PLAT approval by the City Council and, consequently,
155 recommend that it be approved along with the Public Improvement Contract (to be
156 recorded at Ramsey County before or at the same time as the plat is recorded), subject to
157 the following condition:

- 158 a. The City and Developer's contractor working together to protect the critical root
159 zones of trees 183 and 192, per the Tree Preservation Plan.

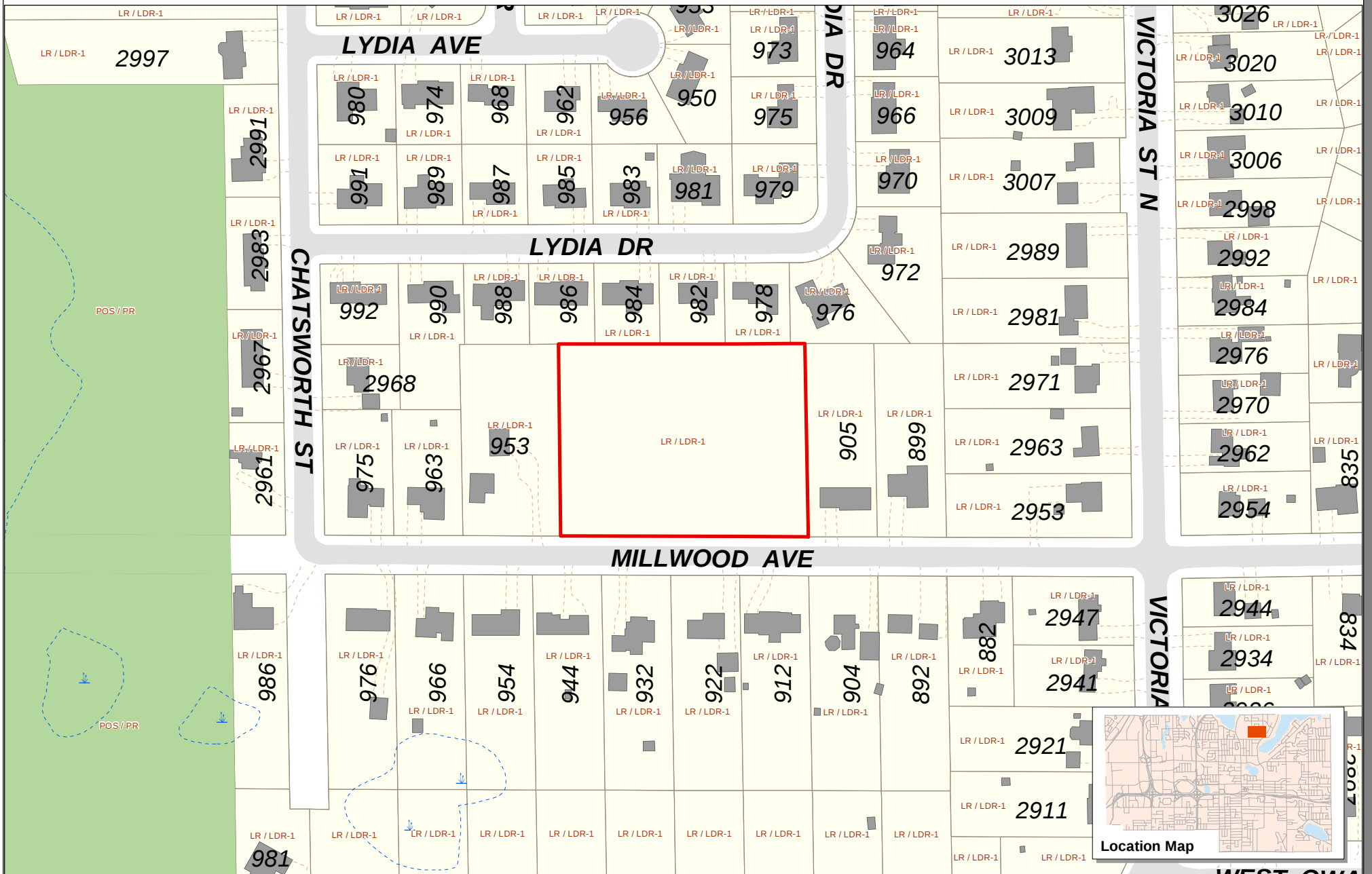
160 **8.0 SUGGESTED ACTION**

161 **Adopt a resolution approving the Josephine Heights Plat and Public Improvement**
162 **Contract** for the large, vacant residential parcel on Millwood Avenue between Victoria
163 and Chatsworth Streets, based on the comments and findings of Sections 4-6 and the
164 recommendation of Section 7 of this staff report.

Prepared by: City Planner Thomas Paschke
651-792-7074 | thomas.paschke@ci.roseville.mn.us

Attachments:	A: Area map	E: Tree preservation plan
	B: Aerial photo	F: Public improvement contract
	C: Extract City Council Minutes	G: Draft resolution
	D: Final plat	H: Rossbach letter

Attachment A for Planning File 13-005



Prepared by:
Community Development Department
Printed: April 16, 2013



Site Location

Comp Plan / Zoning
Designations

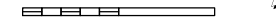
Data Sources

* Ramsey County GIS Base Map (4/2/2013)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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

0 100 200 Feet



mapdoc: planning_commission_location.mxd

Attachment B for Planning File 13-005



Prepared by:
Community Development Department
Printed: April 17, 2013



Site Location

Data Sources

* Ramsey County GIS Base Map (4/2/2013)

* Aerial Data: Pictometry (4/2011)

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

Disclaimer

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0 50 100 Feet



EXTRACT OF THE MAY 20, 2013 ROSEVILLE CITY COUNCIL MEETING

13. Business Items (Action Items)

a. Approve Preliminary Plat of an Un-Addressed Residential parcel on Millwood Avenue between Victoria and Chatsworth Streets

City Planner Thomas Paschke displayed a map of the project parcel, and briefly summarized the request for preliminary plat approval as detailed in the RCA dated May 20, 2013.

At the request of Councilmember Willmus, Mr. Paschke advised that Outlots were not construed as corner lots, and that development couldn't occur on them. Mr. Paschke advised that they were specifically created for storm water purposes and restricted anything on them; and took the place of a public drainage and utility easement. Mr. Paschke advised that staff would work with the City Attorney on the legalities of the Outlots and their recommended creation.

Councilmember Willmus expressed concern, if the determination was made that they were not buildable, that the City may create a double standard regarding the use of Outlots.

Mr. Paschke confirmed that their use would be restricted, and would not create a double-standard; as a home and storm water management could co-exist on the Outlots.

For tax purposes, Councilmember Willmus questioned how the parcels were handles; with Mr. Paschke deferring to the developer; anticipating that they intended to create an association to maintain the Outlots; separate from Lots 1 and 6 for tax purposes.

As a follow-up to Councilmember Willmus' question, Mayor Roe observed that, since corner lots needed to be a minimum of 100', if the Outlots were included in Lots 1 and 6, their size would exceed that requirement, and then an easement could be available.

At the request of Councilmember McGehee as to why there had been no meeting between the developer and neighbors, Mr. Paschke advised that such a meeting was not a requirement of existing City Code for this type for Preliminary Plat approval. Mr. Paschke advised that City Code only proscribed such a meeting for Conditional Uses, Rezoning, Interim Uses, and Comprehensive Plan Amendments; but that Minor Subdivisions, Subdivisions, and Variance applications did not have such a requirement.

Councilmember McGehee advised that neither she nor staff had been able to locate the 1997 hydrology study document referenced in written comments received from Mr. and Mrs. McElroy.

Mr. Paschke advised that staff had further researched that document this afternoon, and still could not locate any such document.

Since the neighbors had raised concerns on drainage in the neighborhood and specific to this proposed development, Councilmember McGehee opined that it was an important issue, and referenced the May 1 letter from David L. Morrill, P.E. included with the McElroy written comments raising issues suggesting that the drainage as proposed was substandard. Councilmember McGehee expressed her dismay that the developer had not

made himself available to talk with the neighbors; and suggested that, if an open house was not required by code for a project like this, it may need to be considered in the future.

At the request of Mayor Roe, Public Works Director Duane Schwartz, provided staff's response to the May 1, 2013 letter as referenced. Mr. Schwartz advised that, as part of the drainage review for the project, staff had not specifically looked through every item in detail at this point, but had been reviewing the plat and proposed drainage in accordance with City Code requirements and those of the Rice Creek Watershed District. Mr. Schwartz assured the City Council and the public that the project would meet the standard requirements for both of those agencies.

At the request of Mayor Roe on behalf of Councilmember McGehee, Mr. Schwartz advised that the hydrology study referenced from 1997 had not been found by staff, even when locating the old planning file on Microfiche records when a plan had been submitted, but never pursued for a 12-unit townhome complex, that had been found to be inconsistent with Comprehensive Plan at that time. Had that project proceeded at that time, Mr. Schwartz advised that additional review or hydrologic studies may have been required.

At the request of Councilmember McGehee, Mr. Schwartz advised that, to his knowledge, no hydrologic studies had been done on this parcel; but that soil borings had been required, with results still pending from the developer to staff. Mr. Schwartz advised that staff had soil boring data on file for Millwood Avenue adjacent to the development

Councilmember McGehee referenced tree preservation issues also raised from the neighbors, opining that additional information was needed on that.

Mr. Paschke advised that the City had a Tree Preservation Policy in place and that the project would need to meet those requirements.

At the request of Councilmember McGehee regarding whether or not the issues and questions received from neighbors had been addressed by staff, Mr. Paschke responded that they had not.

Nathan Fair, Hanson Builders, 13432 Hanson Blvd., Andover, MN, Applicant Representative with Landmark 6 of Roseville, LLC and Hanson Builders

Mr. Fair advised that they were still working with staff on a variety of issues for this Preliminary Plat, including working through the Tree Preservation Plan prepared for the project, and continuing to work on engineering aspects needed to accomplish City Ordinance and Watershed requirements for a drainage plan.

As a result of concerns expressed by neighbors at the Planning Commission's Public Hearing, Mr. Fair advised that their engineers were working with the City's engineering staff to add an additional pipe for water coming onto their property, but noted that those revisions were still pending. Mr. Fair expressed his firm's excitement in coming to Roseville with a project; and offered their willingness to meet with the neighborhood, even though this was a fairly small infill project of six lots, they hadn't felt it was necessary to hold an informational meeting. Mr. Fair clarified that he had met with some of the neighbors during the course of performing soil borings.

Councilmember Willmus sought additional information and a response from the developer on the proposed grade levels and fill questions raised by the public, as well as screening of vehicle headlights north of the proposed development. Councilmember Willmus also sought clarification of the actual grade, where it was proposed to be raised, home designs and floor plans.

Mr. Fair advised that the proposal was to raise the cul-de-sac for the purpose of creating lookout home designs, and matching grades with existing property lines. Mr. Fair clarified that there was no intent to haul extra fill onto the site, but simply raising the cul-de-sac grade to accommodate lookout home designs within this site approximately 2,000 feet long.

At the request of Mayor Roe, Mr. Fair explained lookout design of 4' versus typical walkout designs of 8', providing a window well at lookout level.

Further discussion ensued regarding the grading plan and its review, including the height at the center of the cul-de-sac at 921' and the property due north at 923' indicating the approximately raise; accommodation by the developer for including a swale within their property for a 6" deep swale near the property line on the east/west sides; and confirmation that the developer intended to clear cut the existing trees to accommodate that swale, allowable within the parameters of City Ordinance with elimination and/or replacement proscribed accordingly.

Councilmember McGehee opined that clear cutting hardly helped wildlife issues and/or screening of vehicle headlights for adjacent properties.

Mr. Fair advised that with proposed cul-de-sac grades beginning at 921' and climbing to the north, and without knowing the basement floor height of existing homes on the north, they would be willing to plant on the easement area, if allowed to do so by the City; and would bring in considerable trees to address screening concerns and in accordance with City Code parameters.

At the request of Councilmember McGehee, Mr. Fair estimated the sale price of the homes from \$650,000 - \$750,000; and clarified that Landmark Development, a corporation owned by him and Mr. Hanson, would build the homes and sell them back to Mr. Hanson.

Public Comment

*Additional written comment was received from Greg & Jody McElroy, 905 Millwood Avenue (1 dated May 1 and another dated May 16, 2013); Rod Petras, 982 Lydia Drive; and Paul & Debra Rossbach, 953 Millwood Avenue; included as bench handouts, **attached hereto and made a part hereof.***

Mayor Roe noted that the City Council had received the meeting minutes of the Planning Commission and public comments of that Public Hearing, as well as written communications received to-date, either as part of the agenda packet or distributed as a bench handout tonight as noted. Mayor Roe reviewed protocol for public comment, and invited speakers to come forward at this time; reminding everyone that this was a Preliminary Plat application covering basic decision-making for lot conformity and other technical requirements; with subsequent approval required for Final Plat by the City

Council after it was found to meet all City Code requirements and those of the Rice Creek Watershed District.

Jody McElroy, 905 Millwood Avenue

As a resident at this address for sixteen years, Ms. McElroy addressed the sudden stress they had experienced with this proposed development, only brought to their attention on April 25, 2013. While always understanding that the parcel would probably be developed, Ms. McElroy opined that this had come up too fast, and was too huge to fit in with the existing neighborhood aesthetics. With the rains over the last few days, Ms. McElroy opined that the drainage issues should be self-evident, and support their concerns. As practically life-long Roseville residents who've been part of the community long-term, Ms. McElroy opined that they wanted the neighborhood to stay as it is; and while there may be other projects that would work on the parcel, further opined that six new homes simply didn't fit in. Ms. McElroy opined that it was important for the project to slow down, and for the City to listen to the neighbors and make sure the benefits outweighed the risks. While the City's Tree Preservation Policy may apply to the lots, Ms. McElroy opined that it didn't address adjacent residents and protection for existing trees on their lots. Ms. McElroy advised that for residents on the bluff on Lydia Avenue, and for themselves with two huge, Cottonwood trees, it was critical that their root structure needs would be addressed, and that the wooded part of their lot avoid any unnecessary risks from this project, should it move forward.

Paul Rossbach, 953 Millwood

Mr. Rossbach questioned who would own the proposed on-site ponding, and who would maintain it; and whether it would be owned by an association, the City with taxpayers paying for that maintenance, or the Watershed District. While he would personally gain three new neighbors, he questioned if trees would be planted so a woods could be seen again; and opined that this would not be possible if the parcel was clear cut; with only one tree being saved on the entire property from his research. Mr. Rossbach questioned if the City's Forester had walked the parcel and signed off on the project. Mr. Rossbach opined that it seemed that everyone wanted to move forward with the project before the questions had been asked or answered; and further opined that if this project was approved, a lot of stipulations needed to be addressed, and that adjoining property owners should get something back. Mr. Rossbach opined that the developer was doing the project for profit, and if the conditions or stipulations weren't put in writing, they would not occur and only be good intentions that were not enforceable and wouldn't necessarily happen. Mr. Rossbach opined that there should be 6-8 trees for every lot along his property line; and while recognizing that there were a lot of scrub trees on the parcel, they were still trees, and the Forester needed to make sure the tree survey was accurate.

Derek Larson, 922 Millwood

Mr. Larson addressed the referenced 1997 hydrological study, clarifying that former City Councilmember Dean Maschka had attended meetings regarding the proposal at that time, and a hydrologist from the U of MN had spoken to the neighborhood during that time. Mr. Larson opined that, with modern technology, the data should be easily attainable to determine how much water travels in the clay pipes for each portion and to

determine how much runoff would end up on their properties. Mr. Larson opined that there would definitely be a problem, whether addressed now or in the future, and expressed his wish that the project could be delayed until those numbers were available.

Steve Hasse, 932 Millwood

Mr. Hasse recognized a lot of discussion had been held about headlights directed at the properties on the north side, but not a lot about similar impacts to those properties on the south. Mr. Hasse advised that he had no interest in seeing them in his front windows; and based on his perspective of neighborhood aesthetics, he had no interest in facing the backyards of some of the lots; opining that they should be single-family homes facing the street, a more suitable aesthetic to their existing neighborhood. Regarding drainage, Mr. Hasse advised that he couldn't even walk in his backyard tonight after several days of rain; and expressed hope that the drainage issues were being seriously considered. Mr. Hasse noted that some soil borings had been done in the past, with significant water hit at about 3 feet. Mr. Hasse also questioned what constituted soil boring and how it was done; opining that it should be significant soil borings, not just a shovel.

Follow-up to Public Comment/Further City Council Discussion

Regarding trees, Mayor Roe asked that staff address impacts of development to trees on adjacent lots, and what the City's practice was to enforce those impacts for construction projects.

Mr. Paschke advised that, with this type of project, the situation was reviewed and a determination made whether protective fencing was required, all under the administration of the City's Tree Preservation Ordinance in order to protect adjacent trees.

At the request of Mayor Roe, Mr. Paschke advised that this policy had been in place during the development of the Josephine Woods project, with a review several times during the process, and especially during construction of the model homes, with him personally walking the site with three members of the development team, with trees marked as part of their plan and verified in the field as to where actual fencing would go. Mr. Paschke advised that such interaction and final approval of the tree preservation plan, with field modifications, would also take place with this development as with any development. Mayor Roe confirmed that staff made efforts to look at adjacent sites, not just the project site itself.

At the request of Councilmember Laliberte, Mr. Paschke advised that he had not performed the field review before Preliminary Plat approval for the Josephine Woods project, and had not done so with this project to-date. Mr. Paschke noted that this was second version of the Preliminary Plat coming forward as revised further. Mr. Paschke advised that, the intent of the Preliminary Plat was for approval of the basic plan, with subsequent approvals addressed as part of building permit submittal and sign off; with his personal inspection on site to address whether things were being accomplished in accordance with the approved plan.

Councilmember Willmus questioned, as part of this Preliminary Plat approval process, if the City could mandate tree planting by the developer.

Mr. Paschke responded that, for screening and similar reasons, he was not aware that the City couldn't condition approval on those types of things; and as discussed at the Planning Commission, and as the development continued to move forward, those conditions could be addressed on the parent parcel, and possibly for the adjacent properties.

At the request of Mayor Roe, Mr. Paschke advised that the Final Tree Preservation would be part of the Final Plat approval, and didn't require City Council approval, as per current City Code; with the Community Development Department, as past practice, reviewing and approving numerous tree preservation plans city-wide, whether in industrial, commercial or residential areas. Mr. Paschke clarified that there was nothing in existing Code that limited their removal of trees, simply requirements that they replace those trees removed based on certain requirements at a certain caliper diameter, and in cases such as this, where trees were necessarily removed as part of their grading plan.

At the request of Mayor Roe, Mr. Paschke advised that an additional condition of Preliminary Plat approval could be a separate plan for more screening from adjacent properties.

Councilmember Willmus, with concurrence by Mayor Roe, opined that the Preliminary Plat was the time to add additional conditions.

Councilmember McGehee advised that, in her review at Josephine Woods this spring, she had observed several mature trees that had exposed roots or root damage, with many of those mature Oak trees not showing immediate evidence of damage. Councilmember McGehee advised that she would be reviewing the results of the existing tree preservation ordinance; and agreed with residents adjacent to this proposed project and their concerns about preserving mature trees on their lots. Councilmember McGehee opined that tree preservation was and should be an aesthetic consideration throughout the community, and should not simply be replacing a 60 inch bulk of 7-8 trees with 60 of 1 inch diameter.

At the request of Councilmember McGehee, Mr. Paschke advised that, yes, he would be willing to walk the site with area residents, as long as he understood the purpose in doing so. Councilmember McGehee opined that the purpose would be to hear resident thoughts about those things that had been and continue to be their immediate environment and that of the whole community as valuable and significant. Mr. Paschke referred to the City's existing tree preservation ordinance allowing him to protect those adjacent properties as much as possible from the development site.

Mr. Paschke advised that, going into the Josephine Woods project, there were trees that were known to be at risk; and further advised that staff and the developer intended to follow-up on those at-risk trees, in accordance with the developer's tree preservation plan if they died.

Regarding involvement of the City Forester to review and approve the tree preservation plan, Mr. Paschke advised that those services had not been utilized to-date for determining which trees should be removed or those that shouldn't be removed.

Mayor Roe suggested that a future consideration for revising the City Tree Preservation Policy, at a later date, may be a requirement to have that expertise available, and for consideration of the benefits of such expertise.

At the request of Mayor Roe, Mr. Fair responded to questions about storm water area ownership and maintenance. Mr. Fair advised that ongoing maintenance of landscaping and Outlots A and B would be based on a maintenance agreement negotiated between the City and the developer. Mr. Fair advised that, regarding Lot 6, the City of Roseville's staff had asked the developer to create the Outlots versus a stormwater easement across those lots.

At the request of Mayor Roe, Mr. Schwartz confirmed that, as part of a development agreement, maintenance of the storm water ponds would be addressed by the City at a later date; and costs of pond maintenance, as with a number of existing storm water ponds throughout and being maintained by the City, would be paid through the storm water fees paid by all Roseville residents.

At the request of Councilmember Laliberte, Mr. Fair advised that the soil boring data from eight borings was currently being processed by their civil engineering contractor, and would be provided to City staff upon its completion.

Regarding the potential for storm water running off this property onto neighboring properties, Mayor Roe noted that requirements of the City and the Watershed District did not allow new developments to have any additional runoff onto adjacent properties, and final approvals for any project would need to meet those requirements and demonstrate they do so; with both the City and Watershed following up on those issues, ensuring that there would be no drainage off-site.

Councilmember Willmus requested additional information from the developer on curb appeal and aesthetics, especially for those properties on the south and their concerns with facing the garage side of the proposed homes.

Mr. Fair, as the developer, advised of their intent to landscape Outlots A and B to hide the homes, and noted the proposed location of the garages to the left or right as detailed in the Preliminary Utility Plans (sheet 2 of Attachment C) showing the house pads and existing residents seeing the sides of the homes. Mr. Fair advised that the intent was to utilize as much side yard as possible for prospective homeowners, by trying to create Outlot A and B as an amenity and transition from the new neighborhood into the old neighborhood, with significant landscaping planned.

In addressing headlights, Mayor Roe noted that anytime a new street abutted an existing street, the potential existed, but advised that there was not always a resolution that the City could require; confirmed by Mr. Paschke that nothing was provided in City Zoning ordinance that would address that issue.

At the request of Councilmember Willmus, Mr. Schwartz advised that plantings in drainage easements were typically not allowed; however, there had been some past practice on a case by case basis depending on the actual site, for the City to work with a developer on a planting plan. Mr. Schwartz noted that the Outlots would provide infiltration-type drainage basins, and any plantings would be preferred within those basins.

In addressing Councilmember Willmus' concerns for screening headlights for homes north and south, Mr. Schwartz advised that each individual basis could be looked at; however, he noted that the concern would be that drainage not be blocked; and again

would require review on a case by case basis. In response to Mayor Roe related to swales on easements or lots themselves, on the north and east sides specifically, Mr. Schwartz advised that the drainage plan would indicated some plantings would be on the swales and some not; and while the swales had been required by the City, they may be wider than the drainage easement itself

Discussion ensued regarding plantings for screening purposes in the City right-of-way without interrupting drainage patterns (south side of Millwood), while allowing for 10' of snow storage behind the curb.

At the request of Mayor Roe as to whether, as part of approving the Preliminary Plat, and conditions applied, screening could be required on the boulevard on the south side of the street, and therefore attached to Plat approval or if that would be outside the actual Plat itself.

City Attorney Mark Gaughan advised that he could not give a definitive answer without further research; however, he opined that it didn't sit right with him since it was not part of the plat itself, but would need to look into that further.

Councilmember McGehee referenced a previous plan submitted by Councilmember Willmus' family for a development off Hamline Avenue; providing for a road parallel and dropping into longer lots. Since the Outlot in this case is so large, Councilmember McGehee questioned if it would allow a separate entrance with a fork and planting in the middle, therefore reducing vehicle headlight concerns at the front of homes and directing them between homes. At the clarification by Councilmember Willmus of her intent for a right in/right out design, Councilmember McGehee confirmed that intent; and her desire for additional understanding on what was available for screening all the way around the swales for abutting property owners.

Mr. Schwartz advised that it would be difficult to address screening if it took place outside the drainage easement on private property, or whether something would be acceptable within the location of the swale or at the edge of an easement. Mr. Schwartz advised that staff could work with the developer for those specific considerations. Regarding Councilmember McGehee's suggestion for a right in/right out design, Mr. Schwartz responded that it would negatively direct all traffic through other neighborhoods, creating more concerns, in addition to being difficult to plow. Mr. Schwartz advised that it could be a possibility for the developer to consider; however, he was hesitant to comment about its possibility without further review of how possible it would actually be.

At the request of Mayor Roe, Mr. Schwartz confirmed the existing and anticipated vehicles per day (60), noting that it also entered into the equation as to whether it actually became an issue or not, and allowed things to be kept in better perspective.

Regarding Councilmember McGehee's suggestion for a right in/right out, Councilmember Willmus noted that it might be more aesthetically appealing, but was unsure that it would actually solve anything other than to simply spread the headlight problem further.

Councilmember McGehee advised that she had realized that, after consultation with Councilmember Laliberte.

Mayor Roe referenced concerns raised with other recent developments (e.g. Chatsworth and Parker Streets), and questioned if those had actually become an issue or if there had been any additional concerns raised by residents after practical application and development.

Mr. Paschke advised that he was not aware of any concerns post-development; and cited another example on Iona and Dale Streets, where similar concerns had been raised.

Councilmember Willmus questioned whether the developer would be willing to forego taking further action, and consent to a waiver of the 60-day deadline to address some of these optional scenarios and work with neighbors on their resolution for all parties. Councilmember Willmus stated that it was not his intent to kill the development, but simply allow the neighborhood more time to look at mitigation efforts by the developer. Councilmember Willmus advised that his primary concern was with screening for headlights; since he was confident that the runoff concerns would be addressed. However, Councilmember Willmus stated that he would like the neighbors to have an opportunity to meet with the developer and work through the various issues.

Mayor Roe suggested that could be an option, or put conditions on the Preliminary Plat tonight. At the request of Mayor Roe as to his intended extension time, Councilmember Willmus suggested a 30-day extension; however, he opined that everything could be accomplished within two weeks.

Mr. Fair respectfully asked that the City Council vote on the Preliminary Plat tonight, and condition it accordingly. Mr. Fair stated that they wanted to be good neighbors, and offered to go on record that he would abide by City Council recommendations on the number of trees they wanted planted, and further expressed their willingness to plant the property lines with large Pine trees, but would need to plant some on the adjacent properties due to existing drainage concerns, and their development's need for to maintain the swale and avoid flooding. If the residents were willing to work with him by allowing them access to their properties by 10-15', Mr. Fair advised that everyone could benefit by the screening solutions and alleviate any concerns.

Councilmember McGehee expressed her preference that Mr. Fair meets with the neighbors; opining that maybe they didn't want Pine trees, and if he was willing to negotiate with them and return with an agreement within two weeks, the situation could be avoided. Councilmember McGehee stated that she had no problem with the development itself as long as the headlight issues could be addressed on the cul-de-sac and corners; however, she was hesitant to approve the Plat without such a meeting with the neighbors.

From his perspective, Mayor Roe suggested applying conditions to the Preliminary Plat approval tonight, with assurances that the conditions had been met prior to Final Plat approval.

Further discussion on where the screening should be (east/west and north sides); if and how the tree preservation and review by the City Forest could be addressed that would allow neighboring property owners to approve a tree preservation plan on an adjacent private parcel.

Councilmember McGehee opined that the City's existing Tree Preservation Policy was not worth the paper it was written on.

City Attorney Gaughan questioned if it was appropriate to condition this Preliminary Plat approval on the neighborhood signing off as a way to revise portions of the City's existing Tree Preservation Ordinance.

Councilmember Laliberte suggested that it not be made a condition of the Plat, but ask the City's Forester to coordinate a time to walk the property with neighbors to get input.

Mayor Roe opined that it made sense to involve the City's Forester.

However, Mr. Trudgeon reminded Councilmembers that the City Forester was an employee of the City's Parks & Recreation Department, and only worked part-time; and if this was a condition for Preliminary Plat approval, it would need to be coordinated with the Parks & Recreation Department to determine if it was possible based on the limited time and resources of the City Forester at this point.

Councilmember Laliberte noted a recent appointee with a forestry background to the Parks & Recreation Commission; with Mayor Roe responding that a volunteer couldn't be required to take time or offer a formal opinion as part of Preliminary Plat approval.

Councilmember McGehee expressed her concern in applying conditions to a Preliminary Plat on the fly; and concurred with the suggestion of Councilmember Laliberte.

As done in the past, Mayor Roe suggested that the basics for conditions be outlined at this time, and approved at a subsequent time. However, Mayor Roe realized he was addressing findings of fact used for denial of applications, as confirmed by City Attorney Gaughan.

Councilmember Willmus spoke in support of language for a condition as outlined by Mayor Roe, for a plan to be developed for screening of vehicle headlights on the roadway from neighbors and property lines.

Laliberte moved, Willmus seconded, approval of the proposed Josephine Heights PRELIMINARY PLAT, based on comments and findings of Section 4-6, and recommendation of Section 7 of the RCA dated May 20, 2013; ***amended to include an additional condition as follows:***

The developer will provide a plan for screening vehicle headlights from neighbors on the east, west and north sides of the subject parcel; and for screening the east and west property lines.

Councilmember Willmus encouraged the developer to work with the neighbors on screening, opining that this was an issue that would become more prevalent in the future throughout Roseville. Councilmember Willmus expressed his appreciation that the developer had met the standard lot size requirements for this infill proposal; and appreciated the ongoing work of the developer with staff on drainage issues.

Councilmember Willmus advised that he had the opportunity yesterday afternoon, with the mini-monsoon, to observe the area and runoff, and opined that there was work needed by the City on the south side of Millwood, and from those properties at a certain point draining to the north of the catch basin located in the proximity of 922 Millwood that

needed a curb cut to get water being the curb line. Councilmember Willmus further opined that the City needed to re-evaluate the level of neighborhood input and developer meetings required, which were not currently available for this case. However, overall, Councilmember Willmus spoke in support of the motion as conditioned.

Councilmember Laliberte expressed her appreciation to the Planning Commission for holding the Public Hearing at which a bulk of this material was covered as evidenced by their meeting minutes included in the agenda packet materials.

Councilmember McGehee spoke in opposition to the motion, referencing the comments of Councilmember Willmus, and her preference that the neighborhood be given credibility and involvement in advance of Preliminary Plat approval, and expressing her disappointment that the developer was not interested in extending the approval period.

Mayor Roe opined that it made sense to look at neighborhood meetings as part of the approval process for this type of application, and would prove a good topic for the June 3, 2013 meeting, along with the other land use issues scheduled.

Councilmember McGehee opined that the Tree Preservation Ordinance also needed further discussion.

In response to Councilmember McGehee's comments, Councilmember Willmus opined that, if the City Council voted against this Preliminary Plat, the developer would be back without conditions, as there was nothing in the City's existing code to stop it at this point, which served to enter into his decision-making. Going forward, Councilmember Willmus, concurred there were tools to consider for future applications, but reiterated that if he took a similar position to that of Councilmember McGehee, the neighbors would still be looking at this development without protective conditions.

Mayor Roe stated that the City Council had to consider applications before it under code currently in place; and noted similar concerns raised during past subdivision applications, opining that this was not new ground being covered with this approval; however, it raised issues that needed further review as part of the approval process.

Roll Call

Ayes: Willmus; Laliberte; and Roe.

Nays: McGehee.

Motion Carried.

At the request of Mayor Roe, City Attorney Gaughan confirmed that a super majority vote was not required for this approval.

Mayor Roe expressed the City Council's appreciation of the neighbors' attendance and comments; and further expressed appreciation for their feedback.

JOSEPHINE HEIGHTS

KNOW ALL MEN BY THESE PRESENTS: That Landmark 6 of Roseville, LLC, a Minnesota limited liability company, fee owner, of the following described property situated in the City of Roseville, County of Ramsey, S tate of Minnesota:

The West one-third of Lot 23, Saint Paul Park except the North 400 feet thereof. That part of Lot 24, Saint Paul Park, lying East of the West 44 feet except the North 400 feet.

Has caused the same to be surveyed and platted as JOSEPHINE HEIGHTS and does hereby donate and dedicate to the public for public use forever the public ways and the easements for drainage and utility purposes as shown on this plat.

In witness whereof said Landmark 6 of Roseville, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, _____.

Signed: Landmark 6 of Roseville, LLC, a Minnesota limited liability company.

_____, Chief Manager
Nathan Fair

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Chief Manager, of Landmark 6 of Roseville, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, Hennepin County, Minnesota

Printed Name _____

My Commission Expires: _____

I, David B. Pemberton, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey, that all mathematical data and labels are correctly designated on this plat; that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, _____.

David B. Pemberton, Professional Land Surveyor
Minnesota License No. 40344

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by David B. Pemberton, Professional Land Surveyor, Minnesota License No. 40344.

Notary Public, Hennepin County, Minnesota

Printed Name _____

My Commission Expires: _____

CITY OF ROSEVILLE, MINNESOTA

We do hereby certify that on the _____ day of _____, _____, the City Council of the City of Roseville, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03 Subd. 2, have been fulfilled.

_____, Mayor

Clerk

DEPARTMENT OF PROPERTY RECORDS AND REVENUE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered on this _____ day of _____, _____.

_____, Director

By _____, Deputy

Department of Property Records and Revenue

COUNTY SURVEYOR

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this _____ day of _____, _____.

Michael D. Fiebiger, Professional Land Surveyor
Ramsey County Surveyor

COUNTY RECORDER, County of Ramsey, State of Minnesota

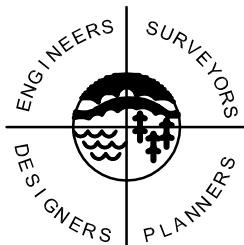
I hereby certify that this plat of JOSEPHINE HEIGHTS was filed in the office of the County Recorder for public record this _____ day of _____, _____, at _____ o'clock __M. and was duly filed in Book _____ of Plats, Pages _____ and _____, as Document Number _____.

_____, Deputy County Recorder

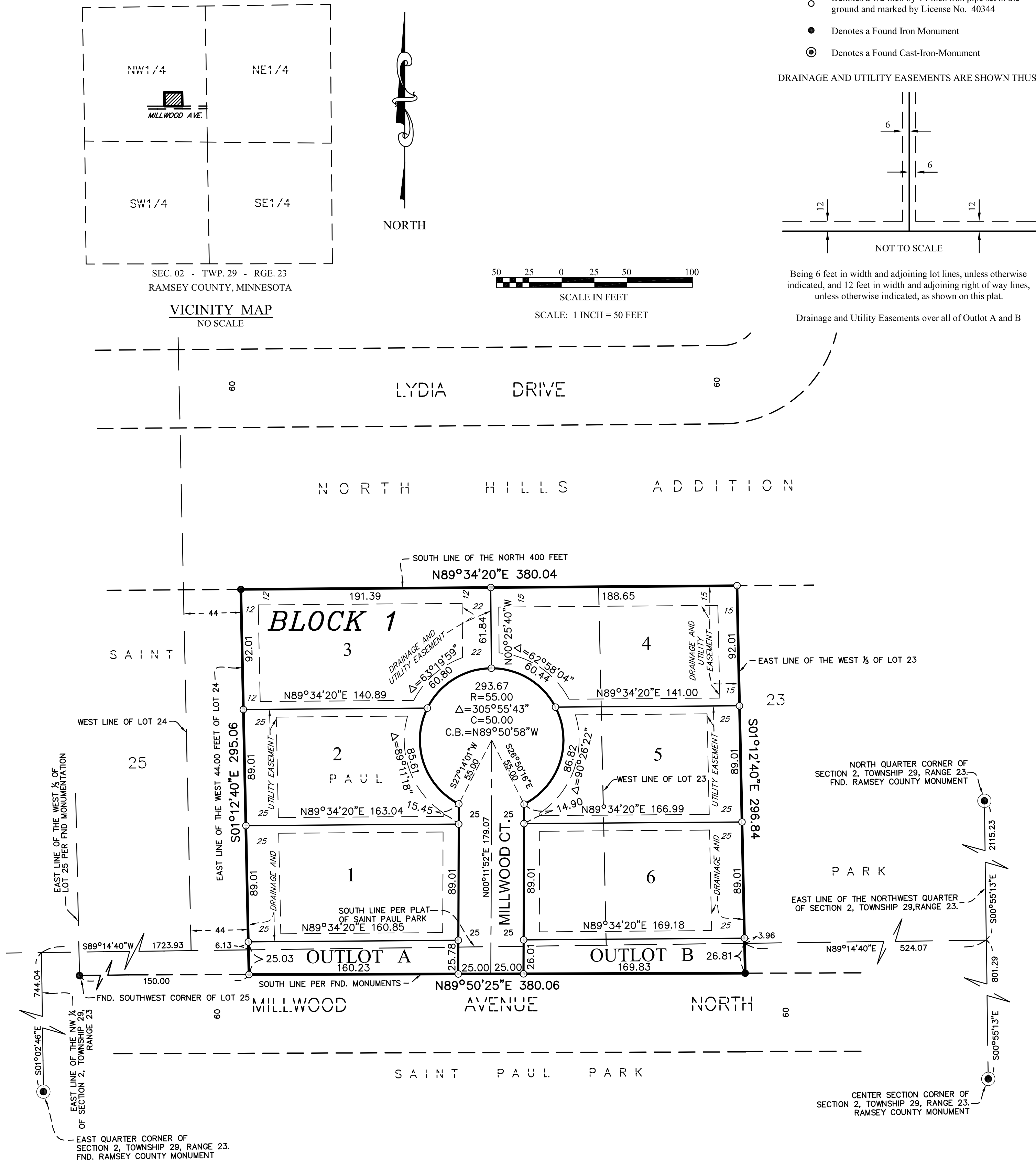
REGISTRAR OF TITLES County of Ramsey, State of Minnesota

I hereby certify that this plat of JOSEPHINE HEIGHTS was filed in the office of the Registrar of Titles for public record on this _____ day of _____, _____, at _____ o'clock ____M. and was duly filed in Book _____ of Plats, Pages _____ and _____, as Document Number _____.

_____, Deputy Registrar of Titles



SATHRE-BERGQUIST, INC.

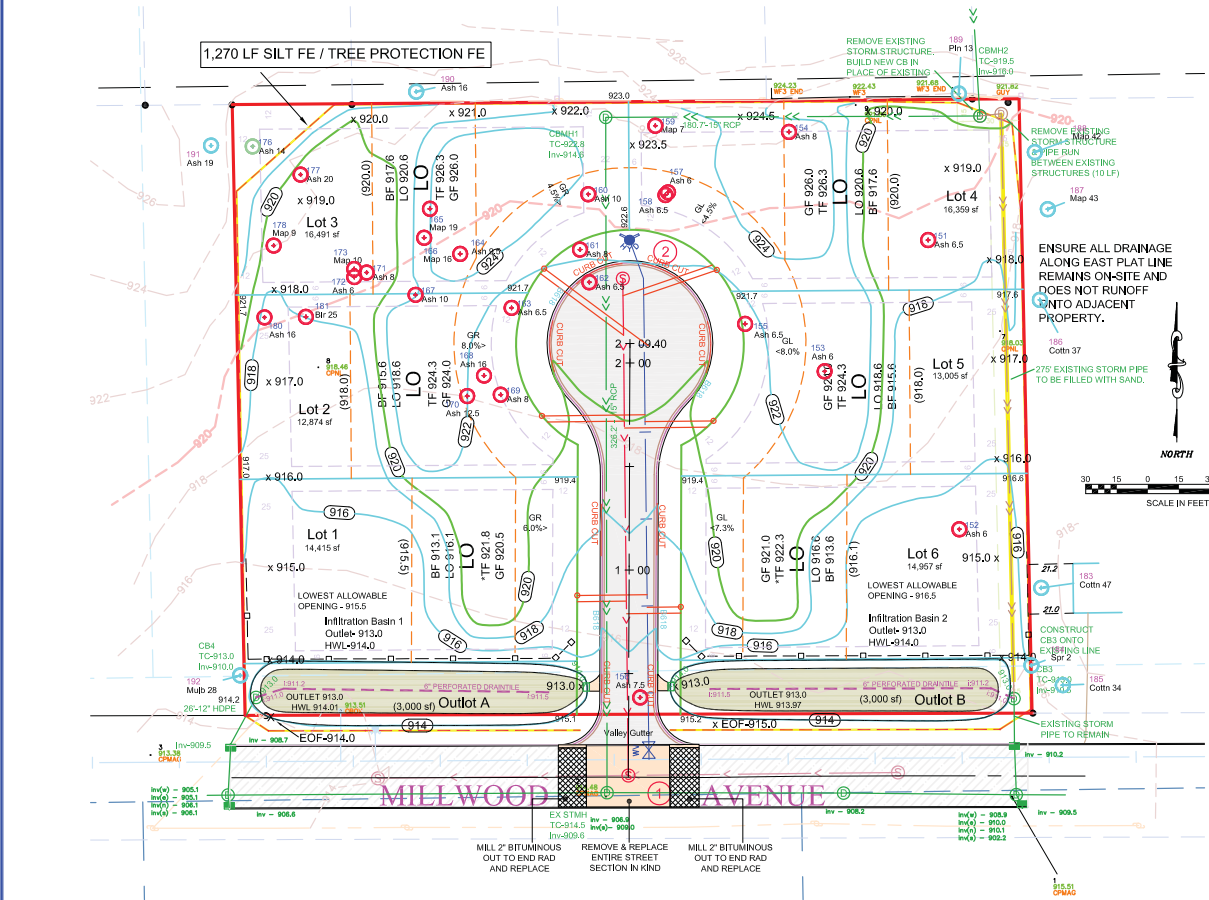


Tree #	Tree Species	DBH	Condition	Stems	Saved	Removed
151	Ash, green	6.5	Good	1		6.5
152	Ash, green	6.0	Good	1		6.0
153	Ash, green	6.0	Good	1		6.0
154	Ash, green	8.0	Good	1		8.0
155	Ash, green	6.5	Good	1		6.5
156	Ash, green	7.5	Good	1		7.5
157	Ash, green	6.0	Good	1		6.0
158	Ash, green	6.5	Good	1		6.5
159	Maple, silver	7.0	Good	1		7.0
160	Ash, green	10.0	Fair	2		10.0
161	Ash, green	8.0	Good	1		8.0
162	Ash, green	6.5	Good	1		6.5
163	Ash, green	6.5	Good	1		6.5
164	Ash, green	9.5	Good	1		9.5
165	Maple, sugar	19.0	Fair	1		19.0
166	Maple, silver	16.0	Fair	1		16.0
167	Ash, green	10.0	Good	1		10.0
168	Ash, green	16.0	Good	1		16.0
169	Ash, green	8.0	Fair	1		8.0
170	Ash, green	12.5	Good	1		12.5
171	Ash, green	8.0	Good	1		8.0
172	Ash, green	6.0	Fair	1		6.0
173	Maple, amur	10.0	Fair	2		10.0
176	Ash, green	14.0	Fair	2	14.0	
177	Ash, green	20.0	Good	1		20.0
178	Maple, amur	9.0	Fair	1		9.0
180	Ash, green	16.0	Good	1		16.0
181	Birch, paper	25.0	Good	2		25.0
=====					=====	=====
290.0					14.0	276.0

Total Caliper Inches 290.0
Removed Caliper Inches 276.0
Percent Removed 95.2%

Off-Site Trees

Tree#	Tree Species	DBH	Condition	Stems	Poss. Root Impact
183	Cottonwood	47.0	Fair	1	<30%
184	Spruce, blue	2.0	Good	1	<10%
185	Cottonwood	34.0	Good	1	<15%
186	Cottonwood	37.0	Good	1	<20%
187	Maple, silver	43.0	Fair	1	<20%
188	Maple, silver	42.0	Fair	7	<15%
189	Pine, Austrian	13.0	Fair	1	<10%
190	Ash, green	16.0	Good	1	<20%
191	Ash, green	19.0	Good	1	<10%
192	Mulberry	28.0	Fair	7	35-40%



PUBLIC IMPROVEMENT CONTRACT
JOSEPHINE HEIGHTS

- I. **Parties.** This Agreement, dated _____, 2013, is entered into between the City of Roseville, a Minnesota municipal corporation, whose address is 2660 Civic Center Drive, Roseville, Minnesota 55113 (“the **City**”), and Landmark 6 of Roseville, LLC, a Minnesota limited liability company whose address is 13432 Hanson Blvd. NW, Andover, MN 55304 (collectively the “**Developer**”).
- II. **Request for Plat approval.** The Developer has asked the City to approve a plat of land to be known as “*Josephine Heights*” (also referred to in this Agreement as the “Plat”). The land is legally described as follows:

See Legal Description attached as Exhibit A hereto (the “Property”).

- III. **Terms and Conditions of Plat Approval.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- A. **Plat Approval:** Subject to the terms and conditions of this Public Improvement Contract, the recitals above, and all other applicable City Code provisions, the City hereby approves the recording of the Plat.
- B. **Land Use:** The Plat consists of 6 single-family lots. The Property is to be improved with the following: a cul-de-sac and curbing; bioretention ponds; sanitary sewer lines, water main lines and hydrants, and storm sewer lines with structures.
- C. **Public Improvements.** The Developer shall, subject to the terms and conditions contained herein, perform the following work and construct the following improvements (“Public Improvements”) in compliance with City approved Public Improvement Construction Plans described in Section III D below and all rules, regulations, standards and ordinances of the City:
1. **Site Grading and Turf Restoration.** The Developers shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall implement turf restoration on the Property which shall include seeding, mulching and erosion control.
 - a) The Developer shall submit to the City a Grading, Drainage and Soil Erosion Plan for all of the Property acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.

- b) The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the City after site grading, with street and lot grades.
- c) All improvements to the lots and the final grading shall comply with the approved Grading, Drainage and Soil Erosion Plan.
2. Street Improvements. The Developer shall construct all streets shown on the Plat in accordance with the Public Improvement Construction Plans. Street improvements shall include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters.
- a) The Developer shall construct the streets as shown on the Plat, including the connection to Millwood Avenue. The new street shall be constructed ending in a 80 foot diameter cul-de-sac. The new streets shall be 259 feet more or less of 28 foot wide (face to face) bituminous street with type B618 curb and gutter. Parking shall be allowed on one side of the throat of the cul-de-sac, No parking will be allowed in the cul-de-sac. The typical section of pavement for the streets shall be a 7- ton design.
- b) Unusable material within the roadway shall be removed by the Developer.
- c) All subgrade excavation and filling shall be completed by the Developer in accordance with City details, City specifications, MNDOT's specifications, and the approved Grading, Drainage and Erosion Control Plan.
- d) The City reserves the right to test as necessary, at the Developer's expense, all grading work. A test roll of the street subgrade with results satisfactory to the City shall be required prior to acceptance of the subgrade work by the City.
3. Landscaping Plan. The Landscaping shown on the Landscaping Plan shall be constructed in accordance with specifications and the City approved Public Improvement Construction Plans.
4. Watermain construction: The Developer shall construct all watermain improvements determined by the City to be necessary to serve the Property, including hydrants and individual lot services.
- a) All watermain improvements and hydrants shall be constructed in accordance with City details, specifications, and the Public Improvement Construction Plans.
5. Sanitary sewer construction: The Developer shall construct all sanitary sewer pipes determined to be necessary by the City to serve the Property, including individual lot services.
- a) All sanitary sewers shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
6. Storm sewer construction: The Developer shall construct all storm sewer improvements determined to be necessary by the City to serve the Property, including the construction of outlet control structures and flared end sections.
- a) Storm sewer facilities, including ponds and infiltration basins, shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.

- b) Infiltration basins shall be protected from silt during construction. If these areas do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
7. Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.
- a) All unused curb openings along Millwood Avenue curb line shall be removed and replaced with concrete curb and gutter to match existing. Curbs proposed to be replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for proper compaction.
- b) Utility trenches shall be restored by the Developer per City standards.
8. Erosion control. Prior to the commencement of any grading and before any utility construction is commenced or building permits are issued, the erosion control plan must be implemented, inspected and approved by the City. The Developer shall meet all requirements of the City's Erosion Control Ordinance including but not limited to the following.
- a) No construction activity shall be allowed and no building permits shall be issued unless the Property is in full compliance with the erosion control requirements.
- b) Measures shall be installed in compliance with MPCA NPDES permit requirements.
- c) The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep Cleveland and Langton Lake Drive on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
- e) If the development on the Property does not comply with the Erosion Control Plan or supplementary instructions received from the City, the City may, following giving the Developer 48-hour prior verbal notice (or immediately in the case of an emergency), take such action as it deems appropriate to control erosion, the cost of which action shall be paid by the Developer to the City upon demand.
- D. **Development Plans.** The Property shall be developed in accordance with the following plans, specifications and other documents ("Plans"). With the exception of the Plat, the Plans may be prepared after the parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the Plans have been submitted to and approved by the City. The Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Plans (which are sometimes referred to herein as the "Public Improvement Construction Plans") are as follows:
- a) Plat
- b) Utility Plan
- c) Grading, Drainage and Erosion Control Plan

- d) Grading Notes and Details
- e) Street, Sanitary Sewer and Watermain Details
- f) Tree Preservation Plan
- g) Sanitary Sewer, Watermain, Storm Sewer and Street Plan
- h) Landscaping Plan

E. Notice to Proceed. The improvements shall be installed in accordance with the City approved Plans and the rules, regulations, standards and ordinances of the City. The plans and specifications shall be prepared by a competent registered professional engineer, furnished to the City for review, and shall be subject to the approval of the City Engineer. No work shall commence on the Property until the City Engineer notifies the Developer that the work can commence.

1. The Developer shall obtain all necessary permits from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities before proceeding with construction. Copies of these permits must be provided to the City Engineer.
2. The Developer or its engineer shall schedule a preconstruction meeting at a mutually agreeable time at City Hall with all the parties concerned, including City staff, to review the program for the construction work.
3. The Developer represents to the City that the Plat complies with all City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

F. Time of Performance. The Developer shall complete all required improvements enumerated in Article III C by June 30, 2014. The Developer may, however, forward a request for an extension of time to the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

G. Inspection. The Developer shall provide the services of a Project Representative and assistants at the site to provide continuous observation of the work to be performed and the improvements to be constructed under this Agreement.

1. The Developer shall provide the City Engineer a minimum of one business day notice: a) prior to the commencement of the underground pipe laying and service connection, and b) prior to subgrade, gravel base and bituminous surface construction.
2. Developer's failure to comply with the terms of this Section shall permit the City Engineer to: a) issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the improvements are constructed and inspected pursuant to the terms of this Agreement, and b) assess a penalty, in an amount equal to 1% per occurrence, of the amount of the security required for the Public Improvements, which amount the Developer agrees to pay to the City upon demand.

H. **Engineering Coordination.** A City Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform its work in accordance with the Development Plans. The Developer is obligated to pay the City for engineering coordination an amount equal to 4% of the estimated cost of the Public Improvements, which amount is \$9000. This amount shall be paid at or prior to the execution of this Agreement.

I. **Security.** To guarantee compliance with the terms of this Agreement, payment of the cost of all Public Improvements and construction of all Public Improvements, the Developer shall furnish either: a) a cash deposit, or b) an irrevocable letter of credit for \$275,000.00 in a form to be approved by the City (the "Financial Security"). The amount of the Financial Security is 125% of the estimated cost to construct the Public Improvements. The City shall have the right to draw on the Financial Security in the event that the Developer fails to perform any of its obligations under this Agreement.

1. **Reduction of Security.** Periodically upon the Developers written request, the City Engineer may reduce the amount of the Financial Security for completed Public Improvements provided the following conditions are met:

a) The Developer's engineer certifies that the Public Improvements have been constructed to City Standards and in accordance with the Plans.

b) The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.

c) The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

The amount of reduction shall be equal to that portion of the Financial Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Financial Security be less than the greater of: (i) 25% of the original amount of the Financial Security, or (ii) 125% of the estimated cost to complete the Public Improvements which have not been completed as determined by the City Engineer.

2. **Release of Security.** After the work described in this Agreement has been completed, the Developer may request that the City accept the Public Improvements. This is accomplished through a City Council resolution provided the following conditions are met:

a) **As-built Survey.** The Developer shall provide an as-built survey upon completion of the Public Improvements described in Article III C in reproducible and digital (AutoCAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.

b) **Certification.** The Developer's engineer submits a letter certifying that the Public Improvements have been constructed to City Standards in accordance with the Plans and requests that the City accept the Public Improvements.

c) **Payment.** The Developer provides documentation that its contractors and their subcontractors and suppliers have been paid in full for the work completed and the materials supplied.

d) **Determination of Completion.** The City Engineer and the City Council have determined that all Public Improvements have been completed in accordance with the Plans, specifications and terms of this Agreement.

The date of City acceptance of the Public Improvements shall be the date of the City Council resolution accepting the Public Improvements

In the event that a Letter of Credit is given as the Financial Security the term of any Letter of Credit provided by the Developer must be at least one year. Notwithstanding anything to the contrary contained herein, in the event that: i) some or all of the Public Improvements have not been completed and accepted by the City before the expiration date of the Letter of Credit, ii) the City has been notified that the Letter of Credit is not being extended for another term of at least one year, and iii) no replacement Letter of Credit satisfactory to the City has been delivered to the City, the City shall have the right to draw on the full amount of the Letter of Credit at any time prior to the expiration of the Letter of Credit. In the event of such draw on the Letter of Credit, the City shall have the right to use the amount drawn to complete any unfinished Public Improvements, perform any unperformed obligations of the Developer, pay the costs to draw on the Letter of Credit and/or pay any costs to enforce this Agreement. The Letter of Credit shall allow Partial Draws and shall provide that a draw can be made on the Letter of Credit at a location which is in or within 30 miles of the City of Roseville.

J. **Ownership of Improvements and Risk of Loss.** Upon completion and City acceptance of the Public Improvements, all Public Improvements lying within public easements and right-of-ways shall become City property without further notice or action. The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until ownership thereof passes to the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until ownership of such Public Improvement passes to the City. The following special requirements shall apply with respect to the maintenance of Public Improvements which have been completed and accepted by the City: Public Improvement Easement and Maintenance Agreement. A Public Improvement Easement and Maintenance Agreement in a form and content satisfactory to the City shall be entered into by the City and the Developer and recorded by the Developer at the time this Agreement is recorded.

K. **Warranty.** The Developer shall install and construct the Public Improvements in accordance with the terms and conditions of this Agreement. The Developer warrants the Public Improvements and all work required to be performed by the Developer hereunder against poor material and faulty workmanship for a period of two (2) years after its completion by the Developer and acceptance by the City. The Developer shall repair or replace as directed by the City and at the Developer's sole cost and expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii) any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the two year warranty period. The Developer shall post

1 maintenance bonds or other security acceptable to the City to secure the warranties described herein,
 2 which bonds or other security shall be in addition to the Financial Security described herein.

3 **L. Utility Company Improvements.** The utility improvements shall include underground gas, electric,
 4 and telephone service as installed by the appropriate utility company at the direction of the
 5 Developer. The Developer shall arrange for the installation of underground gas, electric, telephone
 6 and cable television before the final lift is started.

7 **M. Park Dedication Fee.** The park dedication fee for the Plat shall be \$3,500 each new lot created.
 8 Since two lots already exist on the Plat property, a Park Dedication fee will only be charged for four
 9 lots. Therefore a total of \$14,000 and shall be paid to the City of Roseville upon or prior to the
 10 execution of this Agreement.

11 **N. License.** The Developer hereby grants the City, its agents, employees, officers and contractors a
 12 license to enter the Property to perform all work and inspections deemed appropriate by the City
 13 during the installation of the Public Improvements. This license shall expire after the Property has
 14 been completely developed and all of the Public Improvements have been accepted by the City.

15 **O. Building Permits.** In order to provide emergency vehicle access, a passable Class 5 road base must
 16 be extended to within 150 feet of any address seeking a building permit. Breach of the terms of this
 17 Agreement by the Developer shall be grounds for denial of building permits, including lots sold to
 18 third parties.

19 **P. Land Occupancy.** No certificate of occupancy shall be issued until:

- 20 1. Curb and gutter and bituminous surfacing (at least the first lift) are installed and
 21 approved by the City Engineer.
- 22 2. The installation of a hard surface driveway.
- 23 3. The installation of the appropriate ground cover.

24 **Q. Construction Management.** The Developer and its contractors and subcontractors shall minimize
 25 impacts from construction on the surrounding neighborhood as follows:

- 26 1. Definition of Construction Area. The limits of the Project Area shall be defined with
 27 heavy-duty erosion control fencing approved by the City Engineer. Any grading,
 28 construction or other work outside this area requires approval by the City Engineer and
 29 the affected property owner.
- 30 2. Parking and Storage of Materials. Parking for construction vehicles and employees shall
 31 conform with the posted signs. No fill, excavating material or construction materials
 32 shall be stored in the public right-of-way.
- 33 3. Hours of Construction. Hours of construction, including moving of equipment shall be
 34 limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on
 35 weekends.
- 36 4. Site Maintenance. The Developer shall ensure the contractor maintains a clean work site.
 37 Measures shall be taken to prevent debris, refuse or other materials from leaving the site.
 38 Construction debris and other refuse generated from the project shall be removed from
 39 the site in a timely fashion and/or upon the request by the City Engineer. After the
 40 Developer has received twenty-four (24) hour verbal notice, the City shall have the right

to complete or contract to complete the site maintenance work at the Developer's expense, which amount the Developer shall pay to the City upon demand.

5. Cold Weather Construction. The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in the project aggregate base/subgrade, all concrete and bituminous work shall cease for the construction year. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year. Work may be performed after November 1st only with the approval of the City Engineer, and if permitted such work shall comply with City specifications.
6. Bituminous and Concrete Material Acceptance. The City shall not accept concrete curb and gutter that has structural or cosmetic defects. The City shall identify all defective curb for removal. The City shall not accept bituminous base course with less than 91.5% density or that has an open graded appearance as determined by the City Engineer. This is considered to be rejected and shall be required to be removed at the Developer's expense. At no time shall the bituminous wear course be installed after September 1st of any calendar year or prior to weight restrictions being lifted in the spring.
7. Televising. All storm sewer and sanitary sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on DVD.
8. Project Identification Signage. Project identification signs shall comply with City Code Regulations.

R. Certificate of Insurance. The Developer shall provide, prior to the commencement of any site work or other development of the Property, evidence that it has insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes workman's compensation and general liability. Limits for bodily injury and death shall not be less than \$1,000,000 for one person and \$1,500,000 per occurrence. Limits for property damages shall be not less than \$500,000 for each occurrence. The City shall be included as an additional insured on general liability and property damage policies. The Developer shall provide the City with a renewal certificate of insurance at least 30 days prior to the expiration date of any policy required hereunder.

S. All Costs Responsibility of Developer. The Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the development of the Property, and the construction of the improvements required by this Agreement, including but not limited to, all costs of persons doing work or furnishing skills, tools, machinery and materials; insurance premiums; Letter of Credit fees and bond premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Property; and all costs incurred pertaining to the inspection and monitoring of the work performed and improvements constructed on the Property. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements or the development of the Property. The Developer agrees to defend, indemnify, and hold the City and its mayor, councilmembers, employees, agents and contractors harmless from any and all claims of whatever kind or nature which may arise as a result

of the construction of the improvements, the development of the Property or the acts of the Developer, and its employees, agents or contractors in connection thereto.

1. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat approval, development of the Property, construction of the improvements or other work performed on the Property. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
2. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all charges, costs and fees referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, all of the Property, or any part of it.
3. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may, in addition to all other rights and remedies the City may have, halt development and construction work on the Property including, but not limited to, the issuance of building permits for lots which the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of ten percent (10%) per year or the maximum amount allowed by law, whichever is less.
4. The Developer shall reimburse the City for all costs incurred in the enforcement of this Agreement, including all attorney and engineering fees.
5. In addition to the charges referred to herein, other charges may be imposed such as, but not limited to, sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, City storm water connection charges and building permit fees. The Developer shall pay all such other charges and fees upon being billed by the City.

T. Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default not less than 48 hours in advance or immediately before the City commences performing such work in the event of an emergency. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part, against the Developer and/or the Property.

U. Remedies. Upon the occurrence of a breach of this Agreement by the Developer, the City, in addition to any other remedy which may be available to it, shall have the right to do any or all of the following:

1. City may make advances or take other steps to cure the default, and where necessary, enter the Property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the date of such advances or expenses at the rate of 10% per annum or the maximum allowed by law, whichever is less. No action taken by the City pursuant to this section shall be deemed to relieve the

Developer from curing any such default or from any other default hereunder. The City shall not be obligated, by virtue of the existence or the exercise of this right, to perform any such act or cure any such default.

2. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
3. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default.
4. Halt all development work and construction of improvements until such time as the event of default is cured.
5. Withhold the issuance of a building permit and/or prohibit the occupancy of any structure(s) for which permits have been issued.
6. Draw upon and utilize the Developer's Financial Security to cover the costs of the City in order to correct the default, the costs to complete any unfinished Public Improvements, the costs to draw on the Financial Security and/ or the costs to enforce this Agreement.
7. Terminate this Agreement by written notice to Developer at which time all terms and conditions contained herein shall be of no further force or effect and all obligations of the parties imposed hereunder shall be null and void.
8. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default, the Developer shall pay to the City all fees and expenses, including attorneys fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers, employees, agents and contractors harmless from any liability or damages, including reasonable attorneys fees, which may be incurred as a result of the exercise of the City's rights pursuant to this Agreement.

V. Assignment. The Developer may not assign this Agreement without the written permission of the Roseville City Council.

W. Notices to the Developer. Required notices to the Developer shall be in writing, and shall be either hand delivered to Nathan Fair or an officer, employee or agent of the Developer, or mailed to the Developer by registered or certified mail at the following address:

Landmark 6 of Roseville, LLC
13432 Hanson Blvd. NW
Andover, MN 55304
Attn: Nathan Fair

X. Notices to the City. Required notices to the Developer shall be either hand delivered to the City Engineer, or mailed to the City by registered or certified mail in care of the City Engineer at the following address:

City of Roseville

2660 Civic Center Drive
Roseville, Minnesota 55113
Attn: City Engineer

Y. Miscellaneous.

1. The Developer shall comply with any and all applicable City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations that may apply to the Plat, the development of the Property, and the construction of the Public Improvements described herein.
2. The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, and their respective successors and assigns.
3. The obligations of all parties signing this Agreement as a Developer shall be joint and several.
4. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
5. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by the parties and approved by the Roseville City Council. The City's failure to promptly take legal action to enforce a default under this Agreement shall not be a waiver or release of such default.
6. This Agreement shall run with the land and shall be binding upon the Developer, and its successors and assigns. The Developer shall, at its expense, record this Agreement with the Ramsey County Recorder if the Property is abstract property and/or with the Ramsey County Registrar of Titles if the Property is torrens property. The Developer shall, prior to the time this Agreement is executed and recorded, furnish the City with title evidence and make arrangements satisfactory to the City to confirm that at the time that this Agreement is executed and recorded the Developer is the sole fee simple owner of the Property and that there are no other parties having an interest in, or a lien or encumbrance against the Property. No work shall commence on the Property prior to the recording of this Agreement.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any legal proceeding pertaining to this Agreement, or the rights or obligations of the parties hereunder, shall be venued in courts or tribunals located in Ramsey County, Minnesota.
8. In addition to all other terms and conditions of this Agreement the Developer shall comply with and perform the Conditions of Development attached hereto as Exhibit B.

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

CITY OF ROSEVILLE

By: _____
Daniel J. Roe, Mayor

By: _____
Patrick Trudgeon, Interim City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____,
by Daniel J. Roe and Patrick Trudgeon, the Mayor and Interim City Manager respectively, of the City of
Roseville, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

Landmark 6 of Roseville, LLC

By: _____
Nathan Fair, Chief Manager

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Nathan Fair, Chief Manager of Landmark 6 of Roseville, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Roseville
Engineering Division
2660 Civic Center Drive
Roseville, Minnesota 55113

EXHIBIT A
Legal Description

The West one-third of Lot 23, Saint Paul Park except the North 400 feet thereof.
That part of Lot 24, Saint Paul Park, lying East of the West 44 feet except the north 400 feet.

Torrens Property
Torrens Certificate No. 390558

This Legal Description should match the one on the Plat

EXHIBIT B
Conditions of Development

1. All property owners shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
2. The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
3. The Developer shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
4. The Developer shall provide the City proof that the Developer/Owner is the fee simple owner of all of the Property included in the Plat and that there are no liens, encumbrances or other parties having an interest in the Property at the time the Plat and the Development Agreement are recorded, or make other arrangements which are reasonably satisfactory to the City to assure that title to the Property following the recording of the Plat and the Development Agreement shall be acceptable to the City.
5. The Developer shall pay all unpaid City subdivision review and other fees prior to the City releasing the Plat for recording.
6. No building permits shall be issued for any use of the Property which is not a permitted use.
7. The Developer shall form a Homeowner's Association(s) which will, among other things, be responsible for the maintenance and repair of various amenities on the Property. The Homeowner's Association documents shall be subject to the approval by the City Attorney and Staff. No work shall commence on the Property until such approval is given unless otherwise designated by the City Engineer in writing.
8. The Developer shall enter into and record a Public Improvement Easement and Maintenance Agreement which has been agreed to and signed by the City and all parties having an interest in the Property immediately after recording this Public Improvement Contract.
9. The Developer shall convey ownership of Outlots A and B to the City.

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 22nd day of July 2013 at 6:00 p.m.

The following Members were present:
and _____ were absent.

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

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE FINAL PLAT AND PUBLIC IMPROVEMENT
CONTRACT OF JOSEPHINE HEIGHTS (PF13-005)**

WHEREAS, Landmark 6 Roseville, LLC., applicant for approval of the proposed plat, owns the vacant residential parcel on Millwood Avenue between Victoria and Chatsworth Streets, which is legally described as; and

The West one-third of Lot 23, Saint Paul Park except the North 400 feet thereof. That part of Lot 24, Saint Paul Park, lying East of the West 44 feet except the North 400 feet

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed PRELIMINARY PLAT on May 1, 2013, and after said public hearing the Roseville Planning Commission voted to recommend approval of the proposed PRELIMINARY PLAT based on the comments and findings of the staff report and the input from the public; and

WHEREAS, the Roseville City Council, at its regular meeting on May 20, 2013, received the Planning Commission's recommendation and voted 3-1 to approve the PRELIMINARY PLAT; and

WHEREAS, the final plat materials and a Public Improvement Contract have been prepared and submitted, pursuant to the PRELIMINARY PLAT approval;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota, that the FINAL PLAT of the subject property creating Josephine Heights is hereby

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

WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Josephine Heights (PF13-005)

[illegible]

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 22nd day of July 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of July 2013.

Patrick Trudgeon, Interim City

Manager

(SEAL)

Roseville City Council Members/Engineers/City Planners

Re: Josephine Heights/Cove Development

Before plat approval, a new tree survey needs to be done and the city forester needs to verify all sizes and species of trees on property. There are different types of trees on the survey that were not mentioned or measured. All critical tree root zones need to be identified and protected by Roseville's City forester, before any construction starts. Roseville only requires 50% of trees breast height diameter to be replaced, where most suburb areas require a 100-150% and that is why there needs to be a correct tree survey.

There is a proposed tree preservation and landscape plan that was designed and prepared for by the developer without talking to the adjoining property owners. We have looked at the types of trees and placement of them and we have a concern that some of the proposed planting will encroach on our property. We have a driveway that goes to the back of our garage, and as these planting mature they may block access to it. Also affected is established landscaping on our property that these planting will affect. Who's responsible for trimming them, so they are not hanging over onto our property or blocking access?

Perhaps working directly with the landscaper, would have reached a better plan for both properties, since neither developer or landscaper has taken into consideration our property use or landscaping.

Is there diseased trees on property? We are concerned about the handling and removal (deforestation) of these trees.

The letter received from City Planner (Paschke) states that all trees have been identified and addressed, but that is not correct. Example; 6 ½ " walnut tree and a mature (20"?) crimson maple tree that was not identified. The developer's forester said that the maple was hollow....does this matter if the tree has 10 years of life left? These trees are on the City Code Table 1011-01, 1011-02. How many trees have not been identified? I am aware that all trees do not have to be identified, just the ones on the City Code. There has been a discrepancy between the developers forester and the Cities forester. Does a third party need to be brought in by the developer or city to get a correct assessment of the trees.

Concerns about outlots A and B: These are said to be used for rain gardens (infiltration holding ponds). These rain gardens have an extensive maintenance plan proposed and the developer claims that all maintenance will be done by the owners of lots 1 and 6. How will this be instituted? What happens if these lots are foreclosed on or sit vacant? Should the care and cost of these be shared by all 6 homes in this development, not just the 2. Does the City have a contract that they will be maintained? It was also stated that these lots will be owned by the City of Roseville, will the tax payers end up maintaining them? I received a response from the City Assistant Planner, that we

probably get more services than we pay for. I don't feel the City tax payers should be paying for the maintenance on these rain gardens. If these rain gardens are not maintained they will fail.

Also, we have concerns that all the water issues they are dealing with on the East side of the property line, may shift to my property adjoining on the West. If I have future water issues as a result of the development, who do I contact and who will be responsible?

All these questions and concerns need to be answered and documented before Council approval. I request that this be included in the packet for July 22, 2013 council meeting.

The Rossbachs
953 Millwood Ave

REQUEST FOR COUNCIL ACTION

Date: 7-22-13
Item No.: 13.d

Department Approval



City Manager Approval



Item Description: Approve LHB Inc. for Final Design, Plans and Specifications for the Park and Recreation Renewal Program

BACKGROUND

The Parks and Recreation Renewal Program Preliminary Plans for all parks are nearly complete, with the exception of Rosebrook Park, Tamarack Park and Southwest Roseville which require additional community/neighborhood work.

The next step in the Renewal Program process is to bring projects to construction through final design and detailed plans and specifications. This part of the program is included in the design and management budget and is the largest portion.

Using the Best Value Business Model, with guidance from the City Attorney and Arizona State University (ASU), request for proposals (RFP's) for a final design, plans and specifications consultant were prepared and issued.

The general scope in the request for proposals is as follows:

- Facilitate final plans, specifications and construction documents for all projects
- Identify process and coordinate approvals from various agencies as required for construction
- Provide geotechnical services and reports as needed to facilitate final plans and construction
- Identify needs and create suitable base mapping required to complete final plans and specifications for the projects
- Coordinate final design efforts in concert with city staff and others.
- Work with City staff in creating RFP's for actual construction using the Best Value Process
- Make recommendations for construction packaging methods, schedules and project construction methods to optimize efficiencies as construction is moving through
- Make presentations to the Parks and Recreation Commission and the City Council as necessary

On April 15, 2013, a mandatory pre-proposal education/training session was held for any and all interested firms.

On April 30, 2013, 7 proposals were received and the Best Value Procurement selection process began with a 6 member evaluation team made up of staff and a representative from the Parks and Recreation Commission. All firms were within the \$790,000 anticipated budget not including the proposed value added items, although costs and firm names were not known to the evaluation team until the interview

time.

The best value process uses six selection criteria:

- Past Performance Information (PPI)
- Project Capability
- Identification and Mitigation of Risk
- Value Added
- Cost
- Interview of Key Personnel

The submittal evaluation process is “blind” (no bias from knowledge of consultant names by the selection committee), minimizes the decision making of the selection committee, and forces the consultants to show dominant and clear reasons as to why they should be hired. The process connects value with price, forcing consultants to show dominant value. To further minimize the bias of the selection committee during the submittal evaluation process, the selection committee does the following:

1. Rates all criteria separately.
2. Justifies any high rating.
3. Does not see the price breakout and Past Performance Information (PPI) until after the prioritization of the consultants.
4. Does not see the prioritization of consultants until after the prioritization is completed.

On May 13 and 14, 2013 interviews were conducted with only the project lead from all 7 firms. The purpose was for them to describe their proposed plan and approach to the evaluation team.

The Best Value selection summary scores are attached.

On May 15th, 2013, the highest ranked potential Best Value final design, plans and specifications consultant was identified as LHB Inc., at which time the clarification phase began. The clarification phase consists of understanding better; their scope, milestone schedule, financial arrangements, assessment of risks and mitigation plans and value added plans of the proposal. The following list includes all 7 firms and their total evaluation score and base cost:

Project	Firm	Evaluation Score	Base Cost
1001		809.0	\$700,000
1002		823.1	\$768,000
1003	LHB Inc.	917.1	\$755,150
1004		786.6	\$720,000
1005		667.6	\$765,000
1006		736.5	\$772,000
1007		660.9	\$790,000

LHB, Inc. identified the following 6 Value Add (VA) items and costs:

1. Performance of final and construction documents for one park as a demonstration and “test” =\$0
2. Provide expedited final design/construction documents so buildings, site improvements and special construction can be bid in packages that allow for cost efficiencies = \$0
3. Provide construction administration to facilitate project delivery and adherence to documents and to support staff with specialized expertise = \$111,160.
4. Facilitation of public engagement through final design and will work with staff to develop unique engagement during construction = \$15,000
5. Be available to city staff, the Parks and Recreation Commission and stakeholders during the contract to accommodate unanticipated requests and unique circumstances = \$18,000
6. Provide enhanced three dimensional illustrations of proposed improvements, including enhancements to funded elements = \$7,500

Value Add item #3 “contract administration” was strongly suggested and encouraged by all proposing firms. Construction Management will still be done in house. It is not anticipated that the entire amount will be necessary and is recommended to accept this Value Add item on an hourly basis in a not to exceed amount of \$111,160 for construction administration as needed and managed.

It is recommended that Value Add items #3 (\$111,160) and #5 (\$18,000) in the total amount of \$129,160 be accepted at this time with the others to be considered at a later date should they become necessary. It is not anticipated that the entire amount of construction administration be needed so this is structured in an hourly not to exceed fashion.

The base proposal of \$755,150 and the recommended Value Add items of \$129,160 is \$884,310 and are within the total initially outlined \$1,350,000 Renewal Program design and management budget.

With the assistance of the Arizona State University and the City Attorney, attached is a proposed Standard Agreement for Professional Services and a Pre Award Document for the final designs, plans and specifications for the Parks and Recreation Renewal Program.

After completing the Best Value Procurement process and LHB demonstrating their understanding of the project, approach, fees, costs and deliverables, the evaluation team is recommending that the City enter into an agreement with LHB Inc. as the final design, plans and specifications consultant for the Parks and Recreation Renewal Program (PRRP) for a scope as outlined for a cost of \$884,310 including the Value Add items as described to be taken from the City Park and Recreation Renewal Program Budget.

The anticipated time to perform the final design, plans and specifications work will be 18 weeks with contract administration throughout the project duration.

The next steps in the process will be to:

- Finalize the agreement between the City of Roseville and LHB Inc.

- Finalizing plan to accommodate Recreation Programs
- Prepare final project design, plans and specifications and distribute for proposals
- Finalize project packaging and schedules
- Coordinate timing of projects
- Begin projects

POLICY OBJECTIVE

It is the policy of the City to use the Arizona State University (ASU) Best Value Procurement Method Model for the Park and Recreation Renewal Program to deliver the best value for the community.

BUDGET IMPLICATIONS

The total cost of the final design, plans and specifications consultant as outlined is \$884,310 including the Value Add item. The cost would be paid for out of the Renewal Programs identified budget for design and management.

STAFF RECOMMENDATION

Based on LHB Inc. being ranked the highest using the Best Value Procurement Business Model, staff recommends that the City enter into an agreement with LHB Inc. in the amount of \$884,310 including the Value Add items as outlined, to be taken from the Parks and Recreation Renewal Program Budget.

REQUESTED COUNCIL ACTION

Motion authorizing the Mayor and City Manager to enter into a Professional Services Agreement with LHB Inc. for services as referenced in the attached pre-award document to develop final designs, plans and specifications for the Park and Recreation Renewal Program projects for a cost of \$884,310 including the Value Add items as outlined to be taken from the Park and Recreation Renewal Program budget and with final City Attorney review and approval.

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachments: A. Best Value Selection Summary
B. Standard Agreement for Professional Services and Pre-Award Document

City of Roseville
Final Design, Plans and Specifications
Best Value Selection Summary

Section 1: Summary of Scores

Raw Data

No	Criteria	1001	1002	1003	1004	1005	1006	1007
1	Cost	\$700,000	\$768,000	\$755,150	\$720,000	\$765,000	\$772,000	\$790,000
2	Interview Rating	7.5	6.7	10.0	5.8	3.7	4.3	4.3
3	Risk Plan	5.8	6.7	5.8	8.2	5.7	6.5	5.8
4	Project Capability Plan	5.8	8.2	8.2	5.7	6.5	9.0	5.0
5	Value Added Plan	5.0	6.7	5.8	5.2	5.7	6.5	5.0
6	PPI (1-10)	9.9	9.7	10.0	9.8	9.8	8.2	10.0

Points

		Points	1001	1002	1003	1004	1005	1006	1007
1	Cost	250	250.0	227.9	231.7	243.1	228.8	226.7	221.5
2	Interview Rating	350	262.5	233.3	350.0	204.2	128.3	151.7	151.7
3	Risk Plan	150	107.1	122.4	107.1	150.0	104.1	119.4	107.1
4	Project Capability Plan	100	64.8	90.7	90.7	63.0	72.2	100.0	55.6
5	Value Added Plan	100	75.0	100.0	87.5	77.5	85.0	97.5	75.0
6	PPI (1-10)	50	49.5	48.7	50.0	48.9	49.2	41.2	50.0
Total Availble Points		1000	809.0	823.1	917.1	786.6	667.6	736.5	660.9

Section 2: Ranking

Proposer	Total Score	Diff from Prev.
LHB	917.1	--
1002	823.1	94.0
1001	809.0	14.1
1004	786.6	22.4
1006	736.5	50.1
1005	667.6	68.8
1007	660.9	6.7

Section 3: Committee Ratings

Risk Plan Ratings

Evaluator	1001	1002	1003	1004	1005	1006	1007
Evaluator 1	5	5	5	5	5	5	5
Evaluator 2	5	5	5	5	5	5	5
Evaluator 3	10	5	10	10	5	10	5
Evaluator 4	5	10	5	10	5	5	10
Evaluator 5	5	5	5	9	9	9	5
Evaluator 6	5	10	5	10	5	5	5
Average	5.8	6.7	5.8	8.2	5.7	6.5	5.8

Capability Plan Ratings

Evaluator	1001	1002	1003	1004	1005	1006	1007
Evaluator 1	5	5	5	5	5	5	5
Evaluator 2	5	5	10	5	5	10	5
Evaluator 3	5	10	10	5	10	10	5
Evaluator 4	5	10	5	5	5	10	5
Evaluator 5	5	9	9	9	9	9	5
Evaluator 6	10	10	10	5	5	10	5
Average	5.8	8.2	8.2	5.7	6.5	9.0	5.0

Value-Added Proposal Ratings

Evaluator	1001	1002	1003	1004	1005	1006	1007
Evaluator 1	5	5	5	5	5	5	5
Evaluator 2	5	5	5	5	5	5	5
Evaluator 3	5	10	10	10	5	10	5
Evaluator 4	5	5	5	5	5	5	5
Evaluator 5	5	5	5	1	9	9	5
Evaluator 6	5	10	5	5	5	5	5
Average	5.0	6.7	5.8	5.2	5.7	6.5	5.0

Project Manager Interview Ratings

Evaluator	1001	1002	1003	1004	1005	1006	1007
Evaluator 1	5	5	10	5	1	5	5
Evaluator 2	10	10	10	10	5	5	5
Evaluator 3	5	5	10	5	1	1	1
Evaluator 4	5	10	10	5	5	5	5
Evaluator 5	10	5	10	5	5	5	5
Evaluator 6	10	5	10	5	5	5	5
Average	7.5	6.7	10.0	5.8	3.7	4.3	4.3

Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 23rd day of July, 2013, between the City of Roseville, a municipal corporation (hereinafter “City”), and LHB Inc., a Minnesota Corporation (hereinafter “Consultant”).

Preliminary Statement

The City has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from July 23, 2013, through June 30, 2014, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Exhibit Attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

4. ***City Representative and Special Requirements:***

- A. Jeffrey M. Evenson shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
- B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Consultant agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.

5. ***Method of Payment.*** The Consultant shall submit to the City, on a monthly basis commencing on August 23, 2013, an itemized written invoice for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
- B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be

performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.

- B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. ***Project Manager and Staffing.*** The Consultant has designated Michael Schroeder (“Project Contacts”) to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. ***Standard of Care.*** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind to the Work being performed under this Agreement.
8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City’s prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
9. ***Termination.*** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.

10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. If subcontracts are approved and entered into, the Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Consultant shall otherwise comply with, the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** The City shall not be required to pay for any claim for services furnished by the Consultant not specifically provided for herein.
15. **Compliance with Laws and Regulations.** The Consultant shall abide with all applicable federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.
17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses,

including but not limited to reasonable attorney's fees, to the extent caused by the negligent or wrongful act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to adequately perform the Work and against all losses resulting from the failure of the Consultant to fully perform all of the Consultant's obligations under this Agreement.

18. **Insurance.**

A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence \$1,500,000 general aggregate \$1,000,000 products – completed operations aggregate \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.

C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.

- D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00. Said policy shall not name the City as an insured.
- E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
 - (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
 - (iii) All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville."
 - (iv) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
 - (v) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Consultant's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph 18, must be filed with the City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to the City at least 30 days prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents, and receipt thereof

shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to enforce the terms of the Consultant's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City. To the extent the documents are modified, supplemented or otherwise altered by the Owner, subsequent design professional, or any other party, the Owner agrees to indemnify, defend and hold the Architect harmless for any claims, demands, damages or causes of action arising out of such modification, supplementation or alteration.
20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. The cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
21. **Annual Review.** Prior to October 1, 2013, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
22. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
26. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City: City of Roseville
 Roseville City Hall
 2660 Civic Center Drive
 Roseville, MN 55113
 Attn: City Manager

If to Consultant: LHB, Inc.
 250 3rd Avenue North
 Minneapolis MN 55401
 Attn: Michael Schroeder

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

27. **Entire Agreement.** Unless stated otherwise in this Provision 27, the entire agreement of the parties is contained in this Agreement and its Exhibits and Attachments. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

AS TO FORM

By: _____

LHB

By: _____

Its: _____

**City of Roseville
2012-2016 Parks and Recreation Renewal Program
Final Design, Plans, and Specifications**

PRE AWARD DOCUMENT

Prepared by: LHB, Inc.



23 July 2013

For the purposes of this Pre Award Document, the term "Final Design Consultant" shall refer to LHB, Inc. and its subconsultants.

C:\Users\mjschro\Desktop\LHB\Roseville PRRP Final Design and Construction Documents\clarification phase\Attachment C - Pre-Award Document for Final Design Plans and Specifications, 20130723.docx

SECTION 1 – FINANCIAL SUMMARY

Approved Value Added Options

NO	DESCRIPTION	COST (\$)
1	The Final Design Consultant will perform final design and provide construction documents for one park as a demonstration and “test.”	\$0
2	The Final Design Consultant will provide expedited final design/construction documents so buildings, site improvements, and special construction can be bid in packages that allow for cost efficiencies.	\$0
3	The Final Design Consultant will provide construction administration to facilitate project delivery and adherence to documents, and to support staff with specialized expertise.	\$111,160 (see note 1)
4	The Final Design Consultant will facilitate a public engagement through final design and will work with staff to develop unique engagement during construction.	\$15,000 (see note 1)
5	The Final Design Consultant will be available to city staff, the PRC, and stakeholders during the contract to accommodate unanticipated requests and unique circumstances.	\$18,000
6	The Final Design Consultant will provide enhanced three-dimensional illustrations of proposed improvements, including enhancements to funded elements.	\$7,500 (see note 1)
<i>Total Work to be performed as needed and approved on an hourly-not-to-exceed basis:</i>		\$129,160 (for No. 3 and No. 5)

Client Requested Scope Changes

NO	DESCRIPTION	COST (\$)
1	No scope changes are requested	\$0
<i>Total Approved Client Scope Changes:</i>		\$0

Final Cost Proposal

NO	DESCRIPTION	COST (\$)
1	Original Proposal Cost	\$755,150
	Final design and specifications (lump sum amount, as defined in the city’s Request for Proposals)	\$735,150
	Documentation of Established Construction and Design Standards (lump sum amount, as defined in the city’s Request for Proposals)	\$20,000
2	Total Approved Value Added Options (No. 3 and No. 5)	\$129,160
3	Total Client Requested Scope Changes	\$0
4	Final Total Cost	\$884,310

Note 1: Amounts indicated for value added options are not-to-exceed amounts; work shall be performed by the Final Design Consultant on an hourly basis as directed by city staff to the amounts indicated for work as described for each value added option.

SECTION 2 – PROJECT DURATION SUMMARY

Approved Value Added Options

NO	DESCRIPTION	DURATION
1	The Final Design Consultant will perform final design and provide construction documents for one park as a demonstration and “test.”	No added contract time required
2	The Final Design Consultant will provide expedited final design/construction documents so buildings, site improvements, and special construction can be bid in packages that allow for cost efficiencies.	No added contract time required
3	The Final Design Consultant will provide construction administration to facilitate project delivery and adherence to documents, and to support staff with specialized expertise.	(see note 1)
4	The Final Design Consultant will facilitate a public engagement through final design and will work with staff to develop unique engagement during construction.	(see note 1)
5	The Final Design Consultant will be available to city staff, the PRC, and stakeholders during the contract to accommodate unanticipated requests and unique circumstances.	No added contract time required
6	The Final Design Consultant will provide enhanced three-dimensional illustrations of proposed improvements, including enhancements to funded elements.	No added contract time required
<i>Total Approved Value Added Options:</i>		

Client Requested Scope Changes

NO	DESCRIPTION	DURATION
1	No scope changes are requested	
<i>Total Approved Client Scope Changes:</i>		

Final Project Duration

NO	DESCRIPTION	DURATION (Calendar Days)
1	Original Proposal Duration (Days)	175
2	Total Approved Value Added Options (Days)	0
3	Total Proposed Value Added Options (Days)	(see note 1)
4	Total Client Requested Scope Changes (Days)	0
Final Project Duration		175 (see note 1) (see note 2)

Note 1: The value added option for construction administration services to be performed by the Final Design Consultant is dependent on the contractor’s schedule for constructing the improvements and has not been included in the Final Project Duration. Value added options for engagement during the construction of improvements, should that option

be desired by the city, have not been included in the Final Project Duration because it is also dependent on the contractor's schedule for constructing the improvements.

Note 2: Delivery of parks where acquisition is required has not been included in the Project Duration due to the lack of certainly related to acquisition.

SECTION 3 – PROJECT SCHEDULE

A complete project schedule identifying **major** activities and actions/decisions required from the client

No	Activity/Task	Responsibility	Risky activity	Duration (calendar days)	Start Date	End Date
1	Notice to proceed	City		0	1-Aug-13	1-Aug-13
2	Identification of park site acquisitions	City	yes	154	1-Aug-13	2-Jan-14
3	Site visits and review of preliminary design plans	Final Design Consult		14	1-Aug-13	15-Aug-13
4	Cost review of preliminary design plans	Final Design Consult	yes	7	8-Aug-13	15-Aug-13
5	Topographic survey	Final Design Consult	yes	56	8-Aug-13	3-Oct-13
6	Geotechnical investigations (Villa Park is delivered first)	Final Design Consult		56	8-Aug-13	3-Oct-13
7	Definition of optimal bid packages	Final Design Consult		28	1-Aug-13	29-Aug-13
8	Community engagement activities (value added service)	Final Design Consult		175	1-Aug-13	23-Jan-14
9	Standard detail review and refinement	Final Design Consult		42	1-Aug-13	12-Sep-13
10	Early delivery park/building documents (50% completion) for city review	Final Design Consult		20	15-Aug-13	4-Sep-13
12	Early delivery park/building documents (90% completion) for city review	Final Design Consult		20	5-Sep-13	25-Sep-13
13	Early delivery park/building documents (100% completion) for bidding	Final Design Consult		10	26-Sep-13	6-Oct-13
14	Standard delivery park/building documents (50%) for city review	Final Design Consult		70	15-Aug-13	24-Oct-13
16	Standard delivery park/building documents (90%) for city review	Final Design Consult		60	25-Oct-13	24-Dec-13
17	Standard delivery park/building documents (100%) for bidding	Final Design Consult		20	25-Dec-13	14-Jan-14
18	Acquired site delivery park/building documents (50%) for city review	Final Design Consult		30	2-Jan-14	1-Feb-14
20	Acquired site delivery park/building documents (90%) for city review	Final Design Consult		30	2-Feb-14	4-Mar-14
21	Acquired site delivery park/building documents (100%) for bidding	Final Design Consult		10	5-Mar-14	15-Mar-14
22	Bid evaluation for early delivery park/building documents	Final Design Consult	yes	7	5-Dec-13	12-Dec-13
23	Bid evaluation for standard delivery park/building documents	Final Design Consult	yes	7	15-Mar-14	22-Mar-14
24	Bid evaluation for acquired site delivery park/building documents	Final Design Consult	yes	7	14-May-14	21-May-14

Note 1: The Final Design Consultant's project schedule anticipates an 18 week delivery period for a bid package encompassing all projects except:

- One project to be delivered as a “test” as described in Value Added Option 1 (this project is assumed to be Villa Park due to the disruption of the park by the current water quality improvement project); and
- Parks for which potential acquisitions have not been defined (Autumn Grove Park, Rosebrook Park, and a new park in Southwest Roseville); for these parks, documents will be delivered by the Final Design Consultant according to a schedule that recognizes the date of acquisition and the potential for incorporating final design and construction documents reasonably in a contractor bid package.

Note 2: The Project Duration as demonstrated in the Project Schedule addresses work in Tasks 1 to 17.

SECTION 4 – RISK MANAGEMENT PLAN

A complete list of all pre-identified risks that the Vendor does not control.

Identified Risk 1:	Conditions supporting construction costs are changing as the economy recovers.
Solution / Strategy:	The Final Design Consultant's work plan begins with an intensive review of the preliminary design plans, correlating proposed improvements to current conditions and knowledge of pricing from recently constructed improvements. The Final Design Consultant will provide project cost estimates at the 50% and 90% project phases. If costs are found to deviate substantially (more than ten percent) from the PRRP budgets, the Final Design Consultant will identify likely causes of cost overruns and make recommendations to correct the overruns. Further work by the Final Design Consultant will not proceed on portions of the PRRP until the recommendations are accepted by the city or other clear direction is provided by the city.
Identified Risk 2:	The PRRP requires knowledge of proposed improvements some of which are defined by separately contracted consultants and vendors. Their work must be aggregated to best deliver improvements. Lack of continuity between the System Master Plan, preliminary design plans, and the final delivered improvements may jeopardize the ability of the city to deliver parks improvements.
Solution / Strategy:	The work of the Final Design Consultant must be coordinated under a project manager who has in-depth knowledge of improvements across all projects, not just those for which the team will assume responsibility. Within two weeks of selection, the Final Design Consultant will visit each park and, using the preliminary plans, will highlight areas where coordination with other vendors or consultants is necessary. The Final Design Consultant's responsibility will be limited to identifying areas where it would appear plans under its control fail to gain alignment with potential work by other consultants or vendors. It will be incumbent upon the city to direct other consultants and vendors to ensure alignment with the system master plan and preliminary design plans.
Identified Risk 3:	The city has suggested that its GIS topographic information can be used for final design services, but GIS information has not been reliable for construction-level services. Since release of the RFP for Final Design, Plans, and Specifications, the Final Design Consultant has been made aware of as-built documents for several parks which are on file at the city offices. It should be noted that the as-built documents have not been verified. Obtaining construction-level surveys for entire parks is expensive and limits the funds available for anticipated improvements.
Solution / Strategy:	The Final Design Consultant will survey areas of proposed buildings and establish survey control in parks where work will be performed. The Final Design Consultant will align surveys with GIS information and any available as-built information to the degree possible. Where alignment cannot be gained, the Final Design Consultant will: · Outline implications of using GIS information or as-built documents assumed to be correct; or · Frame timing/costs for additional survey to ensure best possible control for final design and most complete information to support bidding/construction. The choice will be left to the city with the understanding that the Final Design Consultant has made its best effort to align surveys with city-provided information

	without marginalizing the costs needed for design or impacting funds for improvements. If it is found that surveyed conditions do not align sufficiently (for the purposes of final design and eventual construction) with GIS-based data or as-built documents (both provided by the city) and it is determined by the city that additional survey work must be performed by the Final Design Consultant, the Final Design Consultant shall identify the costs and schedule impacts of performing additional survey work and proceed with additional survey work only upon authorization by the city.
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Identified Risk 4:	Progress toward construction relies on achieving agreement from agencies with jurisdiction. Delays in approval may cause uncertainty in the contracting community, funding increases, and delays in implementation.
Solution / Strategy:	During the first two weeks of the project, the Final Design Consultant will review the preliminary design plans to highlight necessary and known approvals and their timing. The Final Design Consultant will assess the preliminary design and develop any additional refinements that might be necessary to help the reviewing entities understand the scope of the proposed improvements. The Final Design Team will then meet with review agencies as necessary to establish proper communication and help avoid unanticipated responses. The Final Design Consultant will review the list of anticipated required approvals with city staff to ensure all review authorities are included. With a comprehensive list of known reviews, the Final Design Consultant will contact those entities to make certain submittal requirements and schedules are incorporated into the work and schedule.

Identified Risk 5:	Using staff for construction administration may be cost effective, but with concurrent/closely sequenced improvements and because of the focus on the quality of the improvements, surety in the constructed result is a necessity.
Solution / Strategy:	The Final Design Consultant will provide on-call construction administration as outlined in our Value Added Plan. Because of the inherent liability of constructing improvements and the standard agreement included with this RFP, it is necessary to understand that certain items (shop drawing review, clarification of design intent, interpretation of design elements requiring calculations or that result in changes to design intent or development program) must be addressed by the Final Design Consultant. The Final Design Consultant's proposal for Value Added Services describes more fully the services to be provided. A key component of the services proposed is that work will only be performed by the Final Design Consultant if requested by the city; as this parameter defines the services of the Final Design Consultant, the city will assume responsibility for all reviews and coordination where no advice, review, or coordination is requested of the Final Design Consultant.

Identified Risk 6:	The city has not yet secured sites for improvements at all parks.
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Solution / Strategy:	The Final Design Team will develop plans assuming the expansion of Rosebrook Park and will use sites identified for Southwest Roseville as indicated by staff at the outset of this contract. Should directions change once work has been initiated, and recognizing the any limitations on schedule posed in the Value Added Plan, modifications may be required outside of the scope of this contract. Two parks and one area of the community have been identified for potential park acquisition in the PRRP: · The potential acquisition of lands south of Lydia Street for Autumn Grove Park will influence the final design. The preliminary design anticipates the addition of the former school district property and adds new parks and recreation facilities on that property. If the site is not acquired, the existing park may require redesign to accommodate some of the facilities anticipated to be located on the acquired property. Should the property be acquired, the preliminary design plan will not require modification and the work of defining a plan for grading and restoration can be accomplished independent of the final design for the park. It is recommended that plans for grading and restoration of any acquired lands for Autumn Grove Park be accomplished by city staff for incorporation into a bid package prepared by the Final Design Consultant. · The acquisition of the Press Gym parcel at Rosebrook Park poses the opportunity for significant reconfiguration of activities in the park. Because of the unknown nature of the acquisition at the time of this contract, the final design documents will be delivered on a separately defined schedule once the city has informed the Final Design Consultant about the status of the acquisition. It is anticipated that the contractor bid package will include work related to a potential expansion of Rosebrook Park, but delivery of the bid package may be delayed if the city cannot define acquisition prior to the initiation of final design work (approximately five weeks into the contract period). · Identification of a parcel or parcels for a park in Southwest Roseville is not known at the time of execution of this contract. Because of the unknown nature of the acquisition at the time of this contract, the final design documents will be delivered on a separately defined schedule once the city has informed the Final Design Consultant about the status of the acquisition. It is anticipated that the contractor bid package will include work related to the creation of a park(s) in Southwest Roseville, but delivery of the bid package may be delayed if the city cannot define acquisition prior to the initiation of final design work (approximately five weeks into the contract period).
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SECTION 5 – SCOPE OVERVIEW

A clear description of “what’s in” and “what’s out” of the scope.

Base scope of work

LHB’s base scope of work includes the following work tasks:

Task Base-A	Site visits and cost review
Base-A.1	Investigate park improvement sites with city staff to explore potential revisions to the preliminary designs and to more fully understand the scope of work at each park
Base-A.2	Review budgets for each park improvement and compare to likely construction costs for the improvements; highlight areas where differences occur and offer preliminary recommendations for revising preliminary plans to align with likely construction costs
Base-A.3	Explore with city staff the potential for alternates that might be included in the final design and construction documents that allow for contractor bids that ensure alignment with budgets
Base-A.4	Summarize the cost review and recommendations for budget/cost alignment in a memorandum addressed to the Parks and Recreation Department
Base-A.5	Frame list of potential reviews required for final design and construction documents and outline a review and submittal schedule <i>The city shall coordinate with the playground vendor and natural resources consultant to have each party participate in the cost review. Their input will be important in aligning potential costs with budgets and in determining optimal bid packages.</i>
Task Base-B	Survey
Base-B.1	Identify portions of sites where survey information will be obtained; surveys are anticipated in every park where a structure will be constructed, with the bounds of the survey confined to areas generally near the anticipated construction site; surveys will be performed in parks where ballfields will be renovated to establish control relative to the use of the city’s GIS-based topographic information
Base-B.2	Conduct field surveys and prepare base survey
Base-B.3	Compare field survey topographic and location information to the city’s GIS-based information for consistency; highlight areas of non-alignment (significant vertical differences—greater than four inches and horizontal location differences—greater than two feet)
Base-B.4	Integrate field survey information with city’s GIS-based information to create base mapping for each park improvement
Base-B.5	Identify issues related to non-alignment of field survey information and GIS-based information for consideration by the city
Base-B.6	Expand field survey for areas where non-alignment exist (if so directed by the city) <i>The city shall deliver any existing digital surveys and GIS-based topographic and boundary information to the Final Design Consultant prior to the start of any field survey work. Copies of any as-built information shall be provided to the Final Design Consultant no later than two weeks after Notice to Proceed. Survey</i>

work will be limited to topographic survey and tie-in of bench marks and locations of geotechnical investigation locations.

City staff shall be notified of the timing for survey work in each park. The city shall be responsible for notifying the public of the purpose and timing of survey work for each park.

Task Base-C Geotechnical investigations

- Base-C.1 Identify location and type of geotechnical investigation required for each park
- Base-C.2 Conduct geotechnical investigations in each park and provide geotechnical report and recommendations based on proposed improvements at each park
Any existing geotechnical information for any park where improvements are proposed shall be delivered to the Final Design Consultant within two weeks of the Notice to Proceed.

City staff shall be notified of the timing for geotechnical investigations in each park. The city shall be responsible for notifying the public about the purpose and timing for geotechnical investigations in each park.

Task Base-D Review and refinement of standard details

- Base-D.1 Review draft list of standards defined as a part of the Lead Consultant contract.
- Base-D.2 Develop and review standard details as an integral part of the construction document preparation effort.
- Base-D.3 Extract final details and assemble as a standard detail document, either by sheet or standard plate (to be determined by the city)

Task Base-E Definition of optimal bid packages

- Base-E.1 Meet with city staff to review improvements and strategize possible bid packages; the city shall invite the playground vendor and natural resources consultant to participate in the review meeting
- Base-E.2 Prepare recommendation for optimal bid packages in the form of a memorandum addressed to the Parks and Recreation Department
- Base-E.3 Identify potential contractor(s), if necessary, to understand the contracting community's view of the organization of optimal bid packages and recommend changes to the optimal bid packages in concert with city staff
- Base-E.4 Meet with city staff to review recommendation for optimal bid packages
Acceptance of the optimal bid packages by the city must occur prior to the Final Design Consultant beginning preparation of construction documents.

Task Base-F Final design

- Base-F.1 Use the preliminary design plans to prepare final design plans (assumed to be a 50% design set); the 50% design set is anticipated to include the following components (which may vary depending on the park):
 - Site preparation plan (including park access plan)
 - Demolition and removals plan
 - Site plan for park improvements
 - Utility plan
 - Grading, stormwater management, and erosion control plan
 - Site layout plan
 - Site electrical plan
 - Planting and turf establishment plan

- Site construction details
 - Planting details
 - Building plans (footing plan, floor plan, roof plan)
 - Building elevations and sections
 - Building mechanical and electrical plans
 - Building structural plans
 - Irrigation plans
- Base-F.2 Prepare estimate of probable construction cost based on 50% design set
- Base-F.3 Review 50% design set with city staff to ensure conformance with preliminary design plans
- Base-F.4 Meet with playground vendor and natural resources consultant to review and coordinate improvements using the 50% percent set as the basis for coordination.
- Base-F.5 Meet with local building official to gain initial insights into code issues and interpretations
- Base-F.6 Meet with other jurisdictions to understand review and approval parameters
It will be advantageous for any related park improvements to be defined at a level of design similar to the Final Design Consultant's review set.

In order to make progress toward timely completion, the city's review and comment on the 50% set shall be completed and transmitted to the Final Design Consultant within five working days of the submittal.

Task Base-G Construction documents

- Base-G.1 Prepare construction documents for park improvements based upon staff-approved 50% review set and expanding upon the information and details provided in the 50% set
- Base-G.2 Prepare technical specifications for park improvements based on staff-approved 50% review set
- Base-G.3 Prepare estimate of probable construction cost for each park
- Base-G.4 Review 90% design set with city staff to ensure conformance with preliminary design plans

In order to make progress toward timely completion, the city's review and comment on the 90% set shall be completed and transmitted to the Final Design Consultant within five working days of the submittal.

We need to review the technical requirements for bidding related to the specifications. We assume that front end components related to bidding will be provided by the city's best value consultant.

Task Base-H Bid packages

- Base-H.1 Prepare bid packages and draft Advertise for Bids for each bid package
- Base-H.2 Prepare estimate of probable construction cost for each bid package
- Base-H.3 Participate in a Pre-Proposal Best Value Meeting with interested bidders
- Base-H.4 Respond to technical questions posed by bidders during the bid period by preparing addenda and clarifications for distribution by the city
Bid packages will be assembled as defined in Task E. The need for any changes to the optimal bid packages will be framed in a memorandum addressed to the Parks and Recreation Department by the Final Design Consultant for

consideration by the city

Task Base-I	Local reviews
Base-I.1	Meet with local building official to gain initial insights into code issues and interpretations
Base-I.2	Summarize input in a memorandum addressed to the Parks and Recreation Department; note changes required in design to accommodate the reviews
Base-I.3	Submit plans for review once they have been approved by the city <i>Some local reviews, approvals, and permitting may be the responsibility of the contractor responsible for constructing the park improvements.</i>
Task Base-J	Agency reviews
Base-J.1	Meet with other jurisdictions to understand review and approval parameters
Base-J.2	Summarize input in a memorandum addressed to the Parks and Recreation Department; note changes required in design to accommodate the reviews
Base-J.3	Submit plans for review once they have been approved by the city <i>Some local reviews, approvals, and permitting may be the responsibility of the contractor responsible for constructing the park improvements.</i>
Task Base-K	Bid evaluation
Base-K.1	Assist city staff in the review of technical aspects of the bids based on a best value evaluation
Base-K.2	Prepare a recommendation for award based on the technical review of bids and submit the recommendation to the Parks and Recreation Department
Task Base-L	Coordination with city staff
Base-L.1	Provide on-going coordination with city staff throughout the work to ensure alignment with the System Master Plan, the preliminary design plans, and the needs for managing park access during the renewal program
Base-L.2	Coordinate efforts with others working on the PRRP (playground vendor, natural resources consultant) by attending meetings twice monthly where the focus is directed to integration of the work of the Final Design Consultant with others

Value added options

For value added options listed in Section 1 – Financial Summary, LHB proposes to perform the tasks listed below for each approved value added option.

Value added option 1: Demonstration and “test”

Task VA1	Prepare final design and construction documents for a single park for early delivery
VA1-1	Work with staff to confirm the “test” park (assumed to be Villa Park, in the lower portion of the park)
VA1-2	Develop final design and construction documents according to the schedule identified in Section 3 – Project Schedule and the list of documents identified in Base Task F and Base Task G, along with local and agency reviews identified for the Base Services
VA1-3	Work with city staff to accelerate the best value procurement process for this park <i>Reviews by city staff will be critical during the five week delivery period. Where</i>

other portions of this document suggest a five working day review by city staff, in order to maintain a five week schedule, reviews will have to occur within three days.

Value added option 2: Expedited final design/construction documents

Task VA2	Prepare final design and construction documents for remaining parks (except, possibly Rosebrook Park and Southwest Roseville)
VA2-1	Review the results from the “early delivery” park design with city staff to determine any necessary changes prior to starting this round of park designs
VA2-2	Develop final design and construction documents according to the schedule identified in Section 3 – Project Schedule and the list of documents identified in Base Task F and Base Task G, along with local and agency reviews identified for the Base Services <i>A review of the “early delivery” park documents must occur prior to initiating detailed design work related to this task.</i>

Value added option 3: Construction administration

Task VA3- A	Construction observation and administration services:
VA3-A.1	Work with staff to prepare agenda and attend pre-construction meeting
VA3-A.2	Attend periodic construction meetings/review work for compliance
VA3-A.3	Review shop drawings/fabrication drawing submittals
VA3-A.4	Review required geotechnical and special inspections reports
VA3-A.5	Review finish and material submittals and product submittals
VA3-A.6	Answer contractor inquiries regarding design intent
VA-3A.7	Review payment applications and proposed change orders
VA3-A.8	Conduct final walk-through and prepare punch list
Task VA3-B	Post-construction services
VA3-B.1	Prepare as-built drawings from contractor field sets
VA3-B.2	Discuss operational issues with the staff following completion
VA3-B.3	Review the completed building 11 months after occupancy date and report issues/warranty problems to the contractor for correction

Value added option 4: Public engagement through final design and construction

Task VA4	Work with city staff to orchestrate unique engagement activities during the final design and construction process
VA4-1	Identify and participate in engagement activities that maintain interest in the evolving designs for each park, especially for park improvements scheduled later in the PRRP
VA4-2	Identify and participate in engagement activities at parks during the construction process; activities might include tours of projects under construction (pending approval of the contractor and with review of potential liability) or other activities that highlight the pending improvements

Value added option 5: “Office hours”

Task VA5	Maintain “office hours” (similar to office hours during the Lead Consultant contract) during the course of the primary design process (the 18 week period of design for the parks and the bidding period) to allow city staff, the PRC, and parks and recreation stakeholders more direct access to the Final Design Consultant team and to address unanticipated requests and unique circumstances
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- VA5-1 Identify a four-hour block of time during each week for members of the Final Design Consultant team to be present at city offices
It is expected that this time will provide significant access to the Final Design Team for general coordination of the project beyond scheduled meetings. “Office hours” are not intended as a replacement for other project meetings.

Value added option 6: Enhanced three-dimensional illustrations

Task VA6	Prepare final design and construction documents for remaining parks (except, possibly Rosebrook Park and Southwest Roseville)
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- VA6-1 Identify aspects of the park improvement projects that cannot be reasonably constructed within the allotted budget for each park (based on the review of projects and costs that occurs during the first weeks of the Final Design Consultant contract)
- VA6-2 Describe improvements and costs in narrative terms for consideration by city staff, including a list of illustrations that might be prepared within the allowed design fee for this value added option
- VA6-3 Prepare initial illustrations for review by city staff
- VA6-4 Prepare final illustrations and deliver to the city in digital format

SECTION 6 – PROJECT ASSUMPTIONS

A detailed list of all proposal assumptions that may impact cost, schedule, or satisfaction.

Assumption 1:	In addition to the milestones defined in our schedule, the Final Design Consultant assumes that bidding of various bid packages will occur concurrently and that that bidding period will not be longer than five weeks.
Solution / Strategy:	If our assumption was incorrect, the project duration will require adjustment and an amendment to the contract may be required for the contract date. Shifting timelines for work that needs to be accomplished should not result in any adjustments to the contracted fee, as long as required tasks can be accomplished concurrent with other similar tasks.

SECTION 7 – PROJECT ACTION ITEM CHECKLIST

A separate checklist should be created for the Client Representatives and the Vendor that includes the major activities, tasks, or decisions that will need to be made.

Action items required of the Final Design Consultant and the Client have been incorporated directly into Section 3 – Project Schedule and Section 5 – Scope Overview.

SECTION 8 – CONTACT LIST

Provide a list of critical individuals on this project (Client Representatives, Contractor, Subcontractors, Suppliers, etc)

No	Name	Company/Position	Phone	Email
1	Lonnie Brokke	City of Roseville/Parks and Recreation Director	651.792.7101	lonnie.brokke@ci.roseville.mn.us
2	Jeff Evenson	City of Roseville/Parks Superintendent	651.792.7107	jeff.evenson@ci.roseville.mn.us
3	Michael Schroeder	LHB, Inc./Project Manager	612.868.2704	michael.schroeder@lhbcorp.com
4	Tim McIlwain	Hagen Christensen and McIlwain Architects/Principal	612.904.1332	tim@hcmarchitects.com
5	Ken Grieshaber	SRF Consulting Group, Inc./Principal	763.475.0010	kgrieshaber@srfconsulting.com

SECTION 9 – FINAL DESIGN CONSULTANT TEAM

The Final Design Consultant Team is composed of the following firms:

Prime consultant

LHB, Inc. (landscape architecture, architecture)

Subconsultants

SRF Consulting Group, Inc.	(landscape architecture, civil engineering)
Hagen Christensen and McIlwain	(architecture)
Emanuelson-Podas, Inc.	(mechanical and electrical engineering)
Meyer Borgman Johnson and LHB, Inc.	(structural engineering)
Sunde Land Surveying, LLC	(topographic survey)
American Engineering Testing Inc.	(geotechnical engineering)
Main Line Consulting, Inc.	(irrigation design)

Subconsultants are directly responsible to LHB, Inc. for all aspects of their work. LHB reserves the right to expand the list of subconsultants, with approval of the city, to maintain alignment with schedules defined in this document.

REQUEST FOR COUNCIL ACTION

Date: July 22, 2013
Item No.: 14.a

Department Approval

City Manager Approval



Item Description: Discuss Redevelopment of the Hagen Property at 2785 Fairview Ave. and
Authorize Application for a Minnesota DEED grant.

BACKGROUND

The Hagen property, located at 2785 Fairview Ave, currently contains a multi-tenant trucking terminal. In 2009, the City purchased approximately 2.05 acres of the property for future Twin Lakes right-of-way. The City was recently approached by representatives of the property and a developer regarding the redevelopment of the remaining 5.83 acres of the Hagen property.

The developer, Sherman Associates, Inc. is proposing to construct a three-phase project over a three-year period beginning in the spring of 2014. Phase 1 would result in approximately 110 units of market rate rental housing. Phase 2 would feature approximately 6,000 square feet of office/retail. Phase 3 would provide approximately 65-80 units of mixed-income rental housing. All units of housing would be non-age restricted. Approximately 80% of the housing units in Phase 3 will be market rate, with the remaining 20% targeted for households earning at or below 50% of area median income (AMI). A project narrative, site plan, and company background are included in Attachment B.

As part of the preliminary discussion with staff, the developers have identified a financing gap to construct the project as proposed. As one way to help close the financial gap, the developer and staff have been working on an application for a redevelopment grant from the Minnesota Department of Employment and Economic Development (DEED). The application is still being completed, but it is anticipated that the request will be for \$440,000 to pay for the demolition of buildings on the site (including the building owned by the City), abatement of any hazardous material in the buildings, and stormwater management infrastructure. A local match is required under the grant program, which will be provided by Sherman and Associates. DEED requires the City to pass a standard resolution of support to be included in the grant application. (Attachment C).

Staff and the developer will also look at pursuing other grants from the State, Metropolitan Council, and Ramsey County as they become available. It is anticipated that there will be additional financial gaps for the project and the developer would like to have the City Council consider utilizing TIF from the Twin Lakes district for the project.

At their July 16th meeting, the Roseville HRA reviewed the project and passed a resolution of support for the project stating that the redevelopment will be meeting the housing needs identified in the Roseville HRA Strategic Plan and the recently completed Housing Market Study. (Attachment D).

30 Staff would like for the City Council to have a discussion about the project in general and discuss the
31 willingness of the City to provide assistance for the project. As mentioned previously, additional
32 analysis will need to be done, therefore a final decision will need to be made at a later date. At this
33 time, staff and the developer would like to gauge the interest of the City Council in exploring the City's
34 involvement with the project before more time is invested in analysis.

35 **POLICY OBJECTIVE**

36 Redevelopment of Twin Lakes has been a high priority for the City for many years. The proposed
37 mixed-used development will help further the goals of the Twin Lakes Redevelopment Area. This
38 proposal also fills the housing needs identified in the Roseville HRA Strategic Plan and the recently
39 completed housing market study.

40 **FINANCIAL IMPACTS**

41 At this time, it is unknown what amount assistance for the project is needed. If the City receives the
42 DEED grant, the required local match will be paid for by the developer. The area lies within TIF
43 District 17/17A. TIF 17 has a small existing balance currently that could potentially help the project.
44 The new development will generate additional TIF revenue that could potentially assist the
45 development. TIF 17A has a healthier balance, but its use is restricted to environmental remediation. It
46 is expected that further analysis of the project will bring forward specific recommendations on how
47 these funds would be affected if assistance is given.

48 **STAFF RECOMMENDATION**

49 Staff believes that the proposed apartment development on the Hagen Property is very desirable and
50 consistent with the vision of Twin Lakes. Staff would recommend that the City approve the resolution
51 of support for the DEED application and continue to work with the developers to determine if financial
52 assistance is possible for the project.

53 **REQUESTED COUNCIL ACTION**

54 Motion to APPROVE a resolution authorizing the submittal of a DEED Redevelopment Grant application
55 for the property located at 2785 Fairview Ave.

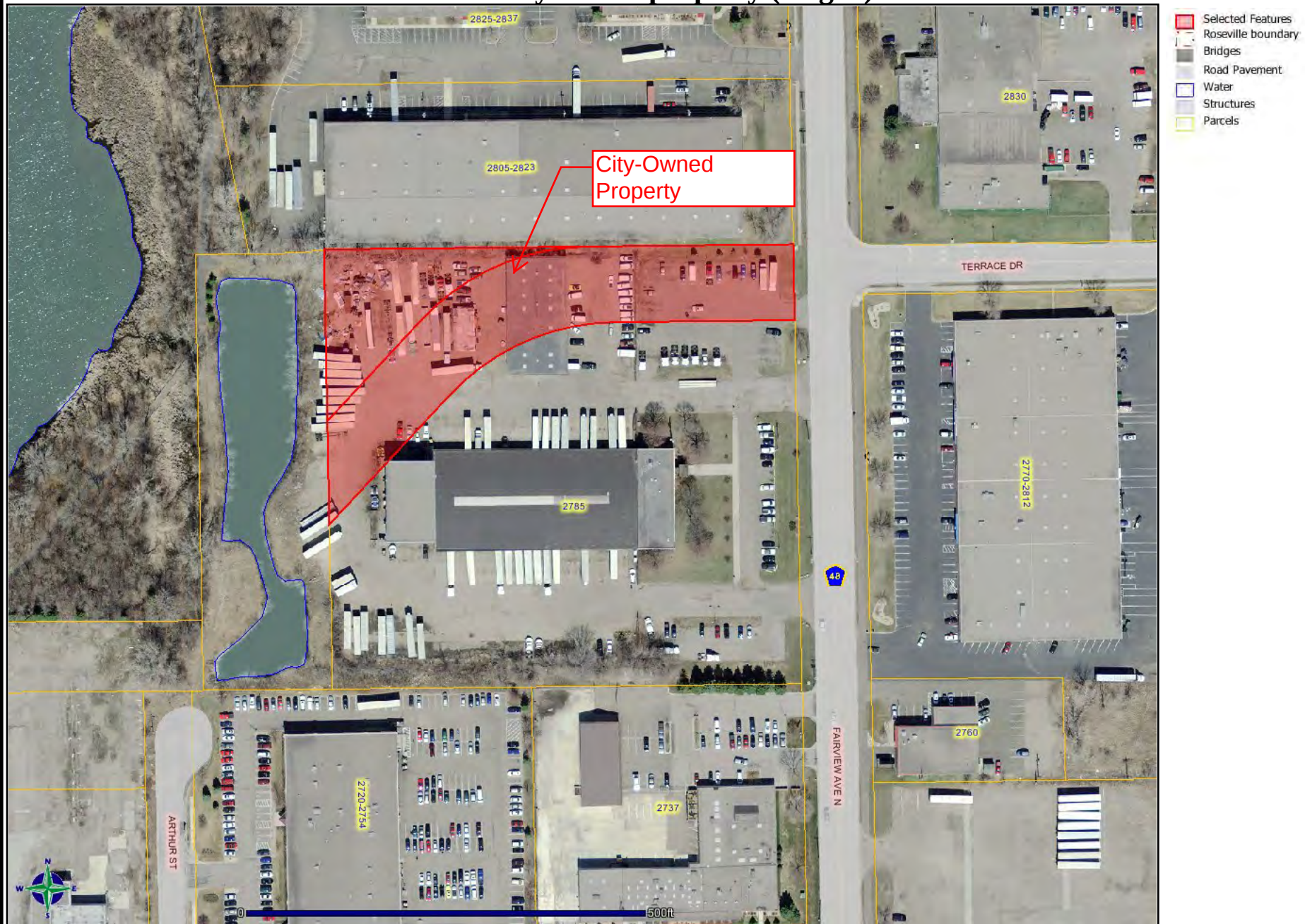
56 No final decisions are expected at this time in regards to any financial assistance for the redevelopment.
57 However, if it is felt that the project is desirable, the City Council should direct staff to continue work
58 with the developer to determine if financial assistance is possible for the project.

59

Prepared by: Patrick Trudgeon, Interim City Manager (651) 792-7021

Attachments: A: Aerial of Hagen Property
B: Project Narrative, Conceptual Site Plan, and Company Background
C: Resolution of support of DEED Grant Application
D: Roseville HRA Resolution of Support

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

COMPANY PROFILE



Building Communities

Enriching Neighborhoods

MissionStatement

Sherman Associates is committed to the production of quality urban housing products. With the belief that the healthiest neighborhoods are comprised of a variety of people and uses, we strive to create mixed-use developments which incorporate a variety of housing types and leverage multiple financing tools. Because these projects are never easy, we endeavor to continually develop strong relationships with government and financial institutions that believe in the same vision—strong urban projects with housing opportunities for all.



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Department Biographies

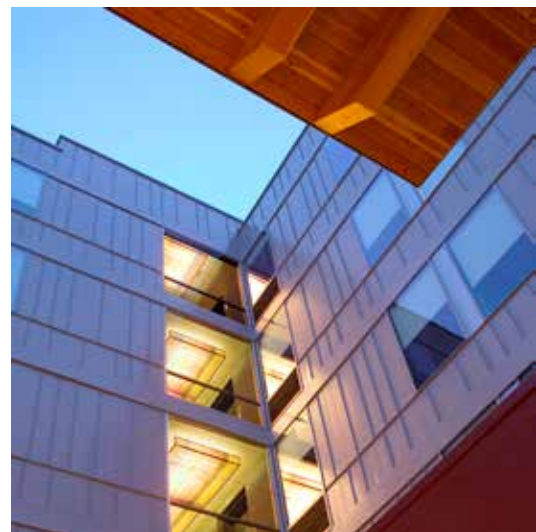
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INTRODUCTION



Sherman Associates

Sherman Associates, Inc. is an award-winning development firm specializing in the design, construction and financing of quality commercial and housing properties in Minnesota, Wisconsin, Iowa, Missouri and Colorado.

Having earned a strong reputation for quality and follow-through, cities around the country have turned to Sherman Associates to pioneer redevelopment in their highest priority urban neighborhoods.

Over the past 35 years, Sherman Associates has become an industry leader in tax credit, affordable housing and tax increment financing projects. Such developments have been successful for the participating cities, investors, residents and businesses.

Sherman Associates has developed approximately 8,500 multifamily, townhouse and single-family homes, and 600,000 square feet of commercial and hotel space.



Capacity and Process

Sherman Associates specializes in both new construction, the rehabilitation of existing buildings, or historic adaptive reuse. With over 35 years of development and construction experience, Sherman Associates has developed or rehabilitated housing, retail, office, hotel, and warehouse buildings. Within these multiple facets, our team is able to offer the following diverse range of services in the commercial, single-family and multi-family markets:

- Development Services
- Design-Build Services
- Financial Analysis/Feasibility
- Knowledge of Federal, State and Local Housing Programs
- Property Management
- Construction
- Site Analysis
- Marketing Plans and Feasibility
- Equity and Debt Funding

Sherman Associates has established an impressive and prolific track record, completing over \$2 billion in real estate development. On a yearly basis, our pipeline consists of \$200 million to \$250 million in development of commercial and residential projects.

Biographies and Staffing

George Sherman

George Sherman has planned and delivered multi- and single-family housing for more than 35 years. As principal in developing more than 7,000 rental units and more than 1,200 for-sale housing units, to date the total value of his development portfolio exceeds \$2 billion.

Development:

Led directly by George Sherman, the development department has a proven track record of successfully leveraging complex financing packages and strong relationships with local governments and community leaders. It is made up of experts in multiple disciplines, including commercial real estate, affordable housing finance and conventional real estate finance, who continue to build strong relationships throughout the major markets in which Sherman Associates operates.

Key Staff: George Sherman, Tony Kuechle, Paul Keenan, Chris Sherman, Jackie Nickolaus, Andrew Hughes

Legal:

Sherman Associates' in-house legal team spearheads the closing of all projects while also navigating issues that arise in a diverse real estate company. Consisting of staff with high-level knowledge of real estate and land use matters, as well as affordable housing and conventional real estate finance, this team is essential to the Sherman Associates process. Led by Susan Fauver, the team works hand-in-hand with the development group to ensure the stability and long-term success of Sherman Associates projects.

Key Staff: Susan Fauver, Anne Stephenson, Lis Peterson, Lisa Merk

Residential Property Management and Affordable Housing Compliance:

Sherman Associates' professional management team is made of industry veterans with substantial knowledge and experience in the management of low-income, market-rate and special-needs housing projects. The department consists of over 200 employees ranging from caretakers and maintenance staff to upper-level property management and compliance staff. This dynamic and diverse team, led by Don Cappaert, manages both the day-to-day and global processes that allow Sherman Associates' robust, multi-faceted rental portfolio to remain financially successful and to cater to the needs of some 20,000 residents throughout the Midwest and Colorado.

Key Staff: Don Cappaert, Shiva Anderson, Eduardo Christ, Simone Achkar, Joe Keilen

Condominium Sales:

With a vast portfolio ranging from single-family homes to multi-million dollar high-end luxury condominiums, Brad Goering has led the for-sale department at Sherman Associates through numerous successful sales. His extensive knowledge of homeowner association matters, together with his ability to manage multiple selling agents, marketing efforts and homeowner association warranty concerns in multiple regional markets, has allowed Sherman Associates to progress and continue to grow in spite of the recent economic recession and the significant downturn in the home ownership market.

Key Staff: Brad Goering, Lisa Merk

Commercial Property Management:

The commercial team at Sherman Associates manages real estate and brokerage throughout the five-state portfolio. Leveraging important community connections and strong tenant relationships, this group has been a key on-the-ground presence. They have added important community amenities to Sherman Associates' mixed-use developments, ensuring the long-term growth of the neighborhoods and local economies in which they are located.

Key Staff: Rob Kost, Katherine Marinac, Heather Nelson, Tony Kuechle

Hotel Operations

Sherman Associates' hotel operations have added a key component to our ever-expanding portfolio of diverse and highly-acclaimed projects. Boasting a hotel ranked in the top five of all Sheraton hotels nationwide, the aloft and the Sheraton have continually operated with high occupancy and regional acclaim. With the second largest staff pool in the company, consisting of upwards of 175 employees, this department is professionally managed by leaders with decades of experience in the field.

Key Staff: Adam Herbranson, Troy Whelan, Karen Pionk, Doug Bremer, Deanna Somvong

Construction and Facilities Management:

The construction and facilities management team at Sherman Associates is one of the most essential components to the completion of development projects and the continued maintenance of the portfolio. Led by Rich Kiemen, this team coordinates with general contractors, architects, engineers and the property management staff on a daily basis. Their continued diligence has been integral to Sherman Associates in staying on schedule and within budget to deliver new construction, occupied rehabilitation and historic rehabilitation projects. This group is also responsible for the oversight of day-to-day maintenance operations and preparation for numerous required site inspections throughout the portfolio.

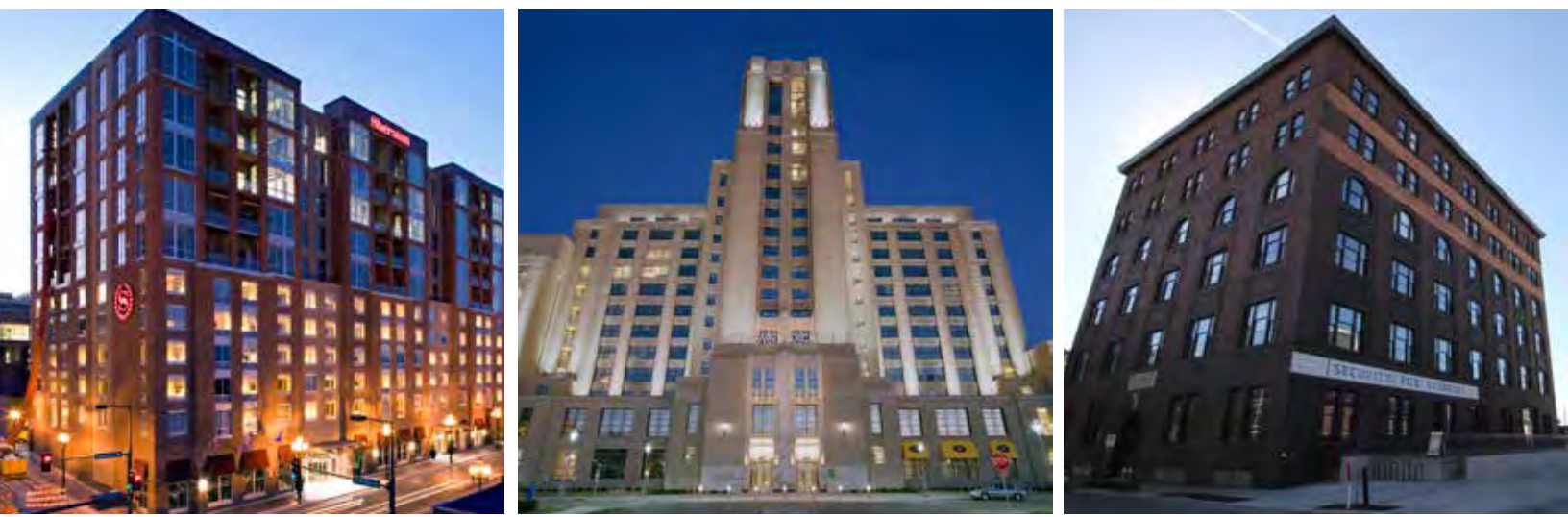
Key Staff: Rich Kiemen, Ron Wagner, Gordy Willey

Accounting:

With the complexity of financing in many projects, along with the vast diversity and sheer volume of products offered, the accounting department at Sherman Associates is fundamental to the daily operations of the company. Managing property accounting, financial reporting, relationships with financial institutions, support of the property management, commercial, and home ownership teams, the department acts as the core linkage between the internal and external transactions for the company. Led by Deanna Somvong, the team consists of staff with expertise in residential accounting, commercial accounting and high-level auditing.

Key Staff: Deanna Somvong, Renee DeRosia

DEVELOPMENT EXPERIENCE



Completed Projects and Selected Experience

The following pages outline a full list of Sherman Associates' completed projects in Rental Housing, Commercial Real Estate, Hotels and For Sale Housing. We have also included detailed descriptions of selected projects that successfully demonstrate Sherman Associates' commitment to producing effective quality developments in urban markets with opportunities for users of all income levels.

Completed Rental Projects

Project Name	City	State	Year		Project Type	LIHTC	Historic	Mixed Use
			Completed	# Units				
1. 3100 Clinton	Minneapolis	MN	1990	12	Rehabilitation	■		
2. 3100 Fourth Avenue	Minneapolis	MN	1992	10	Rehabilitation			
3. Autumn Ridge	Brooklyn Park	MN	2007	366	Rehabilitation	■		
4. Bell Building	Minneapolis	MN	1985	25	Rehabilitation			
5. Blaine Town Square Senior Apartments	Blaine	MN	2005	87	New Construction			
6. Bottineau Commons Apartments	Minneapolis	MN	2003	119	New Construction	■		
7. Bottineau Lofts	Minneapolis	MN	2003	37	Adaptive Reuse	■	■	
8. Boulevard Apartments	Milwaukee	WI	2007	235	Rehabilitation	■		
9. Browns Meadow	Coon Rapids	MN	1992	148	New Construction			
10. Castle Apartments	Minneapolis	MN	1990	11	New Construction			
11. Central Avenue Lofts	Minneapolis	MN	2007	66	New Construction	■		■
12. Community Plaza	St. Paul	MN	1999	40	Rehabilitation	■		
13. Cromwell Commons (Marvin Gardens)	Minneapolis	MN	1996	18	Rehabilitation	■		
14. East Phillips Commons	Minneapolis	MN	2004	34	New Construction	■		
15. Falcon Heights Multifamily	Falcon Heights	MN	2004	119	New Construction	■		■
16. Falcon Heights Senior Apartments	Falcon Heights	MN	2004	56	New Construction			
17. Farmington Townhomes	Farmington	MN	2001	16	New Construction	■		
18. Gateway Terrace	Grand Forks	ND	1994		New Construction			
19. Grand Boulevard Lofts	Kansas City	MO	2009	134	Adaptive Reuse	■	■	■
20. Grande Market Place	Burnsville	MN	2003	113	New Construction	■		■
21. Greysolon Apartments	Duluth	MN	2006	150	Adaptive Reuse	■	■	■
22. Guardian Angels of Hastings	Hastings	MN	2002	30	New Construction	■		■
23. Harrison Lofts	Davenport	IA	*UC	60	New Construction	■		
24. Highland Chateau	Duluth	MN	1999	60	Rehabilitation			
25. Highland Park	Milwaukee	WI	2008	150	Rehabilitation	■		
26. Irving School	Duluth	MN	2011	44	Rehabilitation			
27. Jefferson Square Apartments	Duluth	MN	2000	25	Rehabilitation			
28. Le Sueur Meadows Apartments	Le Sueur	MN	2002	40	New Construction	■		
29. Lexington Shores	Shoreview	MN	2002	68	New Construction	■		■
30. Lodge at Little Canada	Little Canada	MN	2003	79	New Construction			■
31. Longfellow Station	Minneapolis	MN	*UC	180	New Construction	■		
32. Lyons Court*	St. Paul	MN	2005	60	New Construction	■		
33. Merritt School	Duluth	MN	2004	19	Adaptive Reuse			
34. Metro Lofts	Des Moines	IA	2010	111	New Construction	■		
35. Midtown Exchange	Minneapolis	MN	2005	219	Adaptive Reuse	■	■	■
36. Mount Royal Manor	Duluth	MN	2002	114	Adaptive Reuse			
37. New Paris Apartments	Benson	MN	1985	40	Rehabilitation			
38. Phalen Senior Lofts	St. Paul	MN	2006	73	New Construction	■		
39. Phoenix on the Fax	Denver	CO	2012	50	New Construction	■		
40. River Run Apartments	Minneapolis	MN	2005	74	New Construction	■		
41. Riverside Plaza	Minneapolis	MN	2012	1303	Rehabilitation	■		■
42. Rumely Lofts	Des Moines	IA	2009	66	Adaptive Reuse	■	■	■
43. Russell Lamson	Des Moines	IA	2012	90	Adaptive Reuse	■		
44. Seward Flats (2)	Minneapolis	MN	1997	123	Rehabilitation			
45. Sibley Court Apartments*	St. Paul	MN	2003	122	New Construction	■		■
46. Sibley Park Apartments*	St. Paul	MN	2001	114	New Construction	■		■
47. Stradford Flats	Minneapolis	MN	*UC	62	Rehabilitation	■		
48. Straus Apartments	St. Paul	MN	2003	49	Adaptive Reuse	■	■	■
49. Syndicate Trust	St. Louis	MO	2007	70	Adaptive Reuse	■	■	■
50. The Chateaus (3 Buildings)	Duluth	MN	1998	141	Rehabilitation			
51. The Crossings at Valley View	Bloomington	MN	2009	50	New Construction	■		
52. The Roosevelt	Cedar Rapids	IA	2008	96	Adaptive Reuse	■	■	■
53. Vine Street Lofts*	Des Moines	IA	2004	110	New Construction	■		
54. West Gate Townhomes	Duluth	MN	2001	28	New Construction	■		
55. West Side Flats	St. Paul	MN	*UC	178	New Construction			
TOTALS:				5,894		38	8	16

Completed Condominium Projects

Project Name	City	State	Completed # Homes	Project Type	Housing Type
1. Zenith - Phase I	Minneapolis	MN	2008	64 New Construction	Condominiums
2. The Syndicate	St. Louis	MO	2007	102 Adaptive Reuse	Condominiums
3. 311 Superior	Duluth	MN	2007	33 New Construction	Condominiums
4. Vista San Jacinto	San Jacinto	CA	2007	34 New Construction	Townhomes
5. Homes of Emerson Hill	West St. Paul	MN	2007	35 New Construction	Townhomes
6. Groveland Terrace	Minneapolis	MN	2007	128 Adaptive Reuse	Condominiums
7. The Villas of Little Canada	Little Canada	MN	2007	45 New Construction	Townhomes
8. The Brownstones at River Run	Minneapolis	MN	2007	10 New Construction	Townhomes
9. The Bridges of Blaine	Blaine	MN	2006	12 New Construction	Townhomes
10. The Chicago	Minneapolis	MN	2006	88 Adaptive Reuse	Condominiums
11. Printer's Row*	St. Paul	MN	2006	42 New Construction	Condominiums
12. Midtown Lofts*	Minneapolis	MN	2005	72 New Construction	Condominiums
13. Keene Creek Townhomes	Hermantown	MN	2005	44 New Construction	Townhomes
14. 9th Street Lofts*	St. Paul	MN	2005	49 Adaptive Reuse	Condominiums
15. Water Street Brownstones*	Des Moines	IA	2004	37 New Construction	Condominiums
16. Bottineau Commons Townhomes	Minneapolis	MN	2003	27 New Construction	Townhomes
17. The Dakota*	St. Paul	MN	2003	32 New Construction	Condominiums
18. Capital Heights City Homes	St. Paul	MN	2003	25 New Construction	Townhomes
19. Landings at Sawmill Run	Minneapolis	MN	2003	58 New Construction	Townhomes
20. The Shores	Shoreview	MN	2003	15 New Construction	Townhomes
21. The Essex*	St. Paul	MN	2002	38 New Construction	Condominiums
22. City Homes on Park Avenue	Minneapolis	MN	2000	29 New Construction	Mix
23. 3100 Fourth Avenue	Minneapolis	MN	1992	9 New Construction	Single Family
24. 3100 Clinton	Minneapolis	MN	1990	8 New Construction	Single Family
25. Parkway Terrace	Maplewood	MN	1990	90 New Construction	Single Family
26. Highland Terrace	Minneapolis	MN	1990	22 New Construction	Single Family
27. Kenwood Isles	Minneapolis	MN	1988	40 New Construction	Townhomes
28. Lakes CitiHomes	Minneapolis	MN	1985	83 New Construction	Townhomes
29. Boardwalk and Park Place Townhomes	Minneapolis	MN	1982	63 New Construction	Townhomes
				1,270	

* Lander-Sherman Development

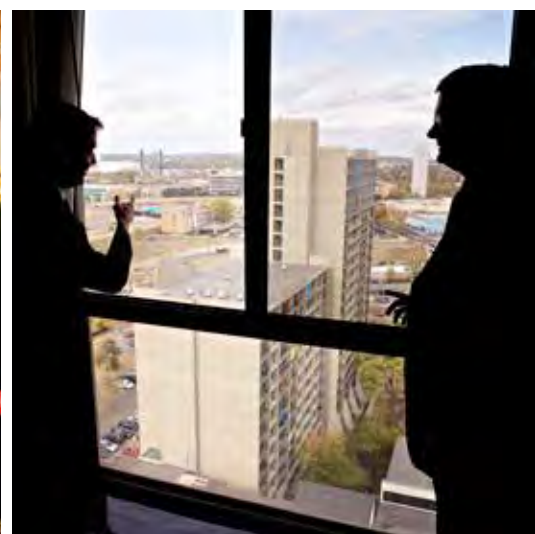
Completed Commercial Projects

Project Name	City	State	Completed	Size	Project Type
1. Zenith Commercial	Minneapolis	MN	2007	10,000 SF	New Construction
2. Syndicate Trust Building	St. Louis	MO	2007	20,000 SF	Rehabilitation
3. Wentworth Commons	West St. Paul	MN	2007	13,000 SF	New Construction
4. Blaine Town Square	Blaine	MN	2005	50,000 SF	New Construction
5. Robert Street Retail	St. Paul	MN	2005	4,400 SF	New Construction
6. Garfield Business Park	Duluth	MN	2005	50,000 SF	New Construction
7. Grande Market Square	Burnsville	MN	2004	30,000 SF	New Construction
8. Village of Little Canada	Little Canada	MN	2004	20,000 SF	New Construction
9. Grande Market Place	Burnsville	MN	2004	14,000 SF	New Construction
10. The Lodge at Little Canada	Little Canada	MN	2004	12,000 SF	New Construction
11. Deephaven Court	Deephaven	MN	2003	18,200 SF	Rehabilitation
12. Sibley Park Place*	St. Paul	MN	2003	12,000 SF	New Construction
13. The Straus Building	St. Paul	MN	2003	10,000 SF	Rehabilitation
14. 233 Park	Minneapolis	MN	2001	60,000 SF	Rehabilitation
15. Deephaven Square	Deephaven	MN	1999	25,000 SF	Rehabilitation
16. Canal Park Square	Duluth	MN	1998	60,000 SF	Rehabilitation
17. Hawthorne Crossings	Minneapolis	MN	1997	50,000 SF	New Construction
18. Camden Center	Minneapolis	MN	1997	15,000 SF	New Construction
				473,600 SF	

HOTEL PROPERTIES

Project Name	City	State	Completed	Size	Project Type
1. Aloft Hotel	Minneapolis	MN	2007	155 rooms	New Construction
2. Sheraton Duluth Hotel	Duluth	MN	2007	147 rooms	New Construction
				302 rooms	

RIVERSIDE PLAZA



Minneapolis, MN

Riverside Plaza represents the largest housing development project in the state of Minnesota and one of only two projects in the United States that were built as part of a HUD pilot program called “New Town, In Town.” Originally constructed between 1971-1973, Riverside Plaza consists of 1,303 rental units. Sherman Associates acquired the property in 1988 and at that time performed the first substantial rehab of the complex utilizing low-income housing tax credits and a HUD-insured mortgage as the primary sources of financing.

In January of 2011, Sherman Associates closed on one of the largest tax credit rehabilitation projects in the nation’s history and began a \$132 million, two-year refinance and renovation of this iconic property. In the process, Riverside Plaza was placed on the National Register of Historic Places less than 40 years after it was initially constructed. The historic designation was in part due to the concepts and design brought forward by world renowned architect Ralph Rapson. During the construction period, the building remained occupied, conducting a temporary relocation that is unmatched in size and complexity. The rehabilitation, completed in November of 2012, focused on substantial upgrades to the mechanical and electrical systems, along with exterior and site work that returned the Riverside Plaza complex to its original 1970s appearance.

Project Details

- Historic Rehabilitation and Stabilization
- 1,303 Total Apartments in 11 Buildings
- 1,174 Tax Credit Units (60% AMI)
- 669 Project-Based Section 8 Units
- Project Value: \$132 Million
- Financing: Federal 4% LIHTC Equity, HUD-Guaranteed 1st Mortgage, Federal and State Historic Tax Credits, MN Housing Finance Agency EDHC & PARIF, City of Minneapolis AHTF, Greater Metro Housing Corp Funds, Met Council LHIA, Family Housing Fund, Met Council/Brownfield TBRA, Hennepin County/Brownfield Environmental Response Fund, Deferred Developer Fee

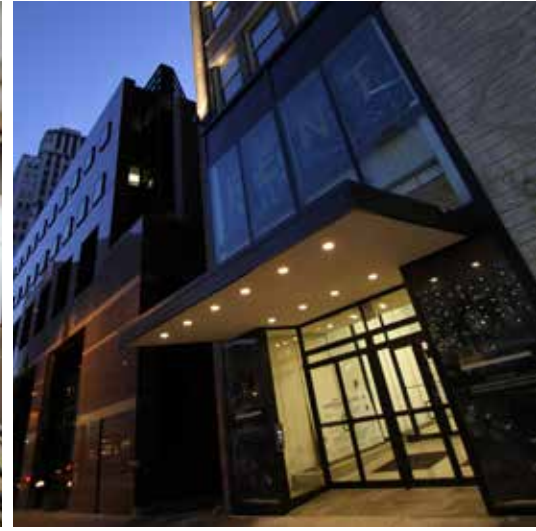
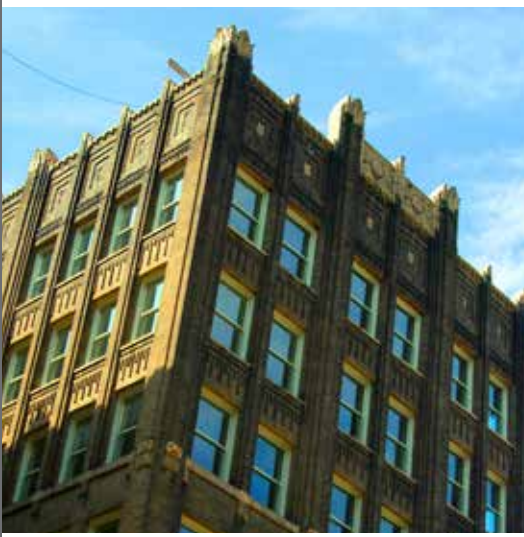
Role: Developer, General Partner, Property Manager

Rehabilitation Completed: November 2012

Awards and Recognition:

- 2012 Best in Real Estate: Multifamily Development or Redevelopment

GRAND BOULEVARD LOFTS



Kansas City, Missouri

The former Dierks Building, a 17-story, steel frame, brick-clad office building in the heart of downtown Kansas City, sat vacant for a decade. Through the help of City, State and Federal funds, this project now houses 134 families offering them rental opportunities that are integral to Kansas City's efforts towards downtown revitalization.

Re-christened Grand Boulevard Lofts, this project represents Sherman Associates' first move into the Kansas City housing market. Opening to fanfare from city officials, the community has gained tremendous support from community organizations such as The Urban Core Group. The building is listed on the National Register of Historic Places and contains two first floor and sub-level commercial spaces which are being marketed to top-rate national and local retailers.

Project Details

- Historic Acquisition and Rehabilitation
- 134 Affordable Apartments
- 6,700 Square Feet Retail - Ground Floor
- Project Value: \$33.3 Million
- Financing: State and Federal Low Income Housing Tax Credits, State and Federal Historic Tax Credits, HUD Insured Mortgage, MHDC TCAP Soft Loan, Kansas City CDBG Loan

Role: Developer, General Partner, Property Manager

Completed: December 2010

Awards and Recognition:

- 2011 Capstone Award by Kansas City Business Journal
- 2011 T. Timothy Anderson Award for Best Historic Rehab involving LIHTC - Finalist

THE SYNDICATE



St. Louis, Missouri

The Syndicate Trust Building is a prominent historic property located at the intersection of 10th and Olive Streets in the heart of downtown St. Louis. Originally built in 1907, the 16-story building is comprised of approximately 450,000 square feet and was previously used for office and retail space. The building was placed on the National Register of Historic Places because of its notable architecture.

Retail has returned to the Syndicate Trust Building with top-rate national and local retailers located in the street level space. Loft condominiums, located on floors 9 through 16, and rental apartments, located on floors 4 through 8, provide residents with the convenience, features and amenities associated with urban living.

Project Details

- Historic Acquisition and Rehabilitation
- 28 Affordable Apartments - Floors 4-5
- 42 Market-rate Apartments - Floors 6-8
- 102 Condominiums - Floors 9-17
- 20,000 Square Feet Retail - Ground Floor
- Project Value: \$81 Million
- Financing: City of St. Louis, Federal Low Income Housing Tax Credits, New Markets Tax Credits, Federal Historic Tax Credits, Missouri State Historic Tax Credits, Missouri State LIHTC, Brownfield Redevelopment Credits

Role: Developer, General Partner, Property Manager

Completed: December 2008

Awards and Recognition:

- 2008 Development of the Year

ALOFT HOTEL & ZENITH CONDOMINIUMS



Minneapolis, Minnesota

In 2008, Sherman Associates opened the new 155-room aloft Hotel along Washington Avenue South in downtown Minneapolis. Part of Starwood Hotels, aloft has five stories with guest rooms on 2 through 5. The ground level includes approximately 4,000 square feet of retail space and the hotel's common areas.

Adjacent to the project is the Zenith Condominiums. Located in the prestigious Mill District, the project provides an opportunity for contemporary living in a dynamic downtown neighborhood. Just steps from the exciting new Guthrie Theater, and a few blocks from the heart of downtown, the Zenith offers dramatic views of the Minneapolis skyline and the Mississippi River. With shops, river trails and light rail service all within walking distance, this project provides high-end housing in the downtown market.

Project Details

- New Construction
- 155-Room Hotel
- 64 Condominiums
- 4,000 Square Feet of Retail in the aloft
- 7,800 Square Feet of Retail in the Zenith
- Project Value: \$61 Million
- Financing: New Market Tax Credits, Environmental Grant

Role: Developer, Owner, Sales Broker

Completed: August / November 2008

Awards and Recognition:

- 2008 Finalist in Hospitality Development/Redevelopment by Minneapolis/St. Paul Business Journal
- 2010 Honor Award for Excellence in Concrete Design & Construction

GREYSOLON PLAZA | SHERATON HOTEL | 311 SUPERIOR



Duluth, Minnesota

In 2006, Sherman Associates acquired and rehabilitated the historic Greysolon Plaza building in downtown Duluth, Minnesota. Built in 1910 as the Hotel Duluth, Greysolon Plaza's guests have included several former US presidents. The building was converted to affordable senior housing in the 1990s. As part of its redevelopment plan, Sherman Associates has rehabilitated and preserved this affordable senior housing.

Across the street, Sherman Associates constructed a new building that includes the Sheraton Duluth Hotel which is connected to the historic ballroom of the Greysolon Plaza by skyway. Five floors of luxury condominiums have been constructed on top of the six-story, full-service hotel. The renovation and construction of the two buildings are part of a multi-project redevelopment of the historic "Old Downtown" area of Duluth.

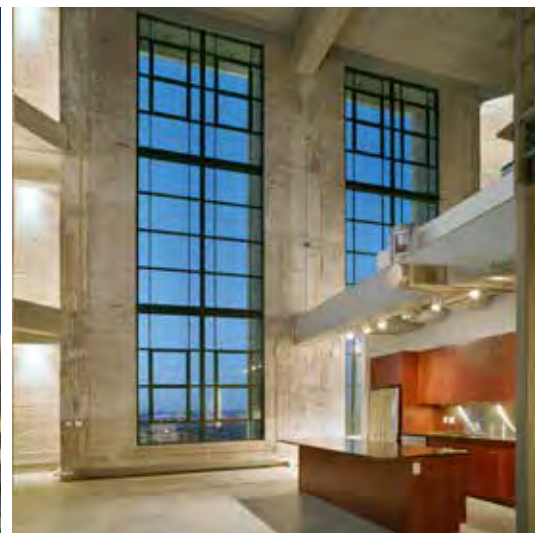
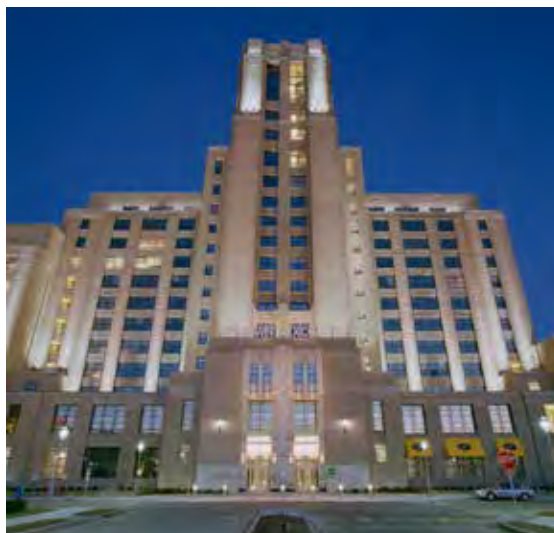
Project Details

- Historic Acquisition and Rehabilitation
- 150 Affordable Senior Apartments
- 147 Guest Rooms and Suites Hotel
- 33 Condominiums
- Project Value: \$55 Million
- Financing: Federal Historic Tax Credits, Federal Low Income Housing Tax Credits, Minnesota Housing Finance Agency Soft Debt, Section 8, New Market Tax Credits, Tax Increment Financing

Role: Developer, General Partner, Owner, Property Manager

Completed: Summer 2007

MIDTOWN EXCHANGE | CHICAGO LOFTS



Minneapolis, MN

In 2004, a collaboration between developers Sherman Associates and Ryan Companies transformed the mammoth 1.2 million square-foot historic Sears, Roebuck building in South Minneapolis into a mixed-use masterpiece featuring 88 loft and penthouse condo units, 219 rental units (including affordable units), the headquarters of Allina Health Systems and a global food market. The Global Market features a variety of small businesses started by local entrepreneurs.

Midtown Exchange was designed, developed and financed in record time spanning only six months initial inception to the beginning of construction. Sherman Associates took the lead on the development of the condominiums and apartments at Midtown Exchange, which remains one of Sherman Associates' most celebrated projects earning continued awards and recognition from both local and national sources.

Project Details

- Historic Rehabilitation and Mixed-Use Conversion
- 41 Market-rate Apartments
- 178 Affordable Apartments
- 88 Condominiums
- Project Value: \$77 Million
- Financing: Federal Low Income Housing Tax Credits, US Bank first mortgage (Housing Revenue Bonds), Minnesota Housing Finance Agency, City of Minneapolis, Hennepin County, Tax Increment, Metropolitan Council

Role: Co-Developer, General Partner, Property Manager

Completed: December 2005

Awards and Recognition:

- 2010 Property Excellence Award by Minnesota Multi Housing Association
- 2009 Best of the Decade by Minneapolis/St. Paul Business Journal
- 2007 Affordable Housing Finance Magazine: Best Historic Rehabilitation
- 2006 National Trust/HUD Secretary's Award for Excellence in Historic Preservation
- 2005 Best in American Living by Professional Builder Magazine
- 2004 Best in Real Estate: Best Overall by Minneapolis/St. Paul Business Journal

VINE STREET | WATER STREET



Des Moines, Iowa

Completed in 2004, Vine Street Lofts and its sister condominium project, Water Street Brownstones, were the first significant new construction residential projects in Des Moines in over 20 years. Located on a prime site overlooking the Des Moines River, the parcel had been a surface parking lot for decades.

Selected through a competitive request for proposal process, Sherman Associates and partner Lander Urban Development introduced a model that was untried in Des Moines high-end home ownership opportunities; market-rate rental units and affordable rental units on the same block sharing the same underground parking system. The project is a resounding success and is considered the project that jump-started the downtown housing market.

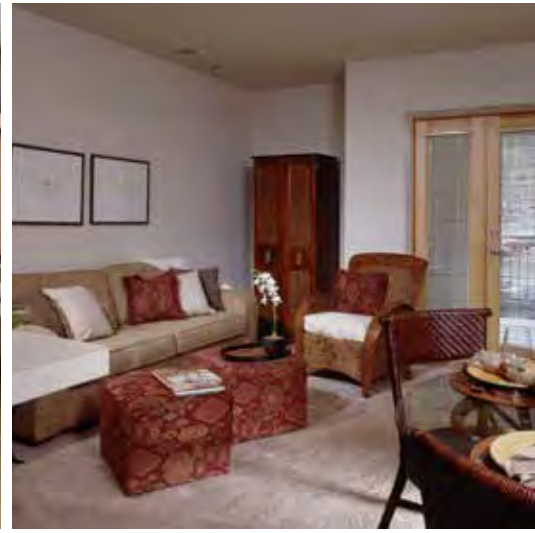
Project Details

- 65 Market-Rate Apartments
- 44 Affordable Apartments
- 32 Condominiums
- Project Value: \$15 Million
- Financing: HUD, Fannie Mae, City of Des Moines, Polk County Housing Trust Fund, Neighborhood Finance Corporation, Federal Low Income Housing Tax Credits, Tax Abatement

Role: Developer, General Partner, Property Manager

Completed: September 2004

WACOUTA COMMONS



Saint Paul, Minnesota

Wacouta Commons is a multi-phase redevelopment of the previously blighted industrial space in downtown St. Paul. The area was redeveloped to include mixed-income rental and ownership housing along with ground level retail space. The multi-faceted project fully revitalized the entire northeast quadrant of downtown Saint Paul and remains an essential housing component to the city's continued redevelopment.



Project Details

- Retail Space: Approximately 14,000 sq ft
- Dakota on the Park / 38 Units - For Sale Housing
- Essex on the Park / 38 units - For Sale Housing
- Sibley Park Apartments / 113 Units - Rental Housing
- Sibley Court Apartments / 121 Units - Rental Housing
- 9th Street Lofts / 49 Units - For Sale Housing
- Printer's Row / 48 units - For Sale Housing
- Lyons Court/60 units - Senior Rent
- Total Project value: \$96.2 million

Role: Developer, Property Manager, General Partner

Completed: 2001 through 2006

Awards and Recognition:

- 2001 Best in Real Estate by Minneapolis/St. Paul Business Journal

PHOENIX ON THE FAX



Denver, Colorado

Sherman Associates brought its expertise in urban redevelopment to Denver with the Phoenix on the Fax project. Located southeast of City Park along Colfax Avenue, and midway between downtown Denver and the employment centers in the Fitzsimmons redevelopment area, it represents the first new construction development in an area of Denver quoted to have an “infamous” past.

Phoenix on the Fax has garnered the support of The Fax Partnership, Denver City Council, Denver Office of Economic Development, State of Colorado, HUD, Colorado Housing Finance Agency, and local investor RBC Capital Markets.

The new construction project features 50 affordable rental units and 4,500 square feet of retail space. Completed in February of 2012, Phoenix on the Fax had tremendous interest from renters and leased up very quickly.

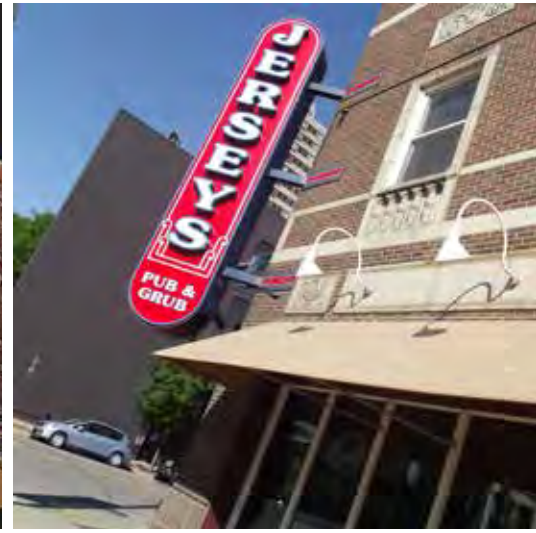
Project Details

- New Construction
- 4,500 Square Feet Retail - Ground Floor
- 50 Affordable Apartments
- Project Value: \$10.5 Million
- Financing: Federal Low Income Housing Tax Credits, Tax Credit Assistance Program, HUD Insured Mortgage, City of Denver HOME Funds, State of Colorado HOME Funds.

Role: Developer, General Partner, Property Manager

Completed: February 2012

THE ROOSEVELT



Cedar Rapids, Iowa

The historic Hotel Roosevelt is a 12-story masonry building located in downtown Cedar Rapids. After sustaining damage from the Flood of 2008, the adaptive reuse converted the hotel into 96 apartment units with income restricted units at 60% AMI and market-rate units. The second floor houses project amenities that include a large community room, a fully-equipped fitness center, a laundry room and a business center equipped with computers for resident use. The first floor contains over 15,000 SF of commercial space, and the remaining space in the basement was converted into additional, secure resident storage lockers.

The historic designation of the building dictated the exterior restoration of the brickwork, the refurbishing of the windows, and the revitalization of the interior corridors and doors. After 12 months of construction, the Hotel Roosevelt now provides four studio, 59 one-bedroom and 33 two-bedroom units with upgraded amenities, including new flooring and fixtures, central heat and air conditioning, and a secure intercom entry system.

Project Details

- Historic Rehabilitation
- 96 Affordable Apartments
- 15,522 Sq. Ft. Commercial Space
- Project Value: \$11.0 Million
- Financing: Iowa Finance Authority Mortgage, Federal Low Income Housing Tax Credits, State Historic Tax Credits, City of Cedar Rapids, EZ Tax Credit Equity, IFA 1602 Funds

Role: Developer, General Partner, Property Manager

Completed: October, 2010

THE RUSSELL LAMSON



Waterloo, Iowa

The Russell Lamson Apartments is an eight-story masonry and concrete building originally constructed in 1914. In that same year, an edition of the Hotel Bulletin referred to the Hotel Russell Lamson as “one of the most complete, up-to-date and modern hotels to be found anywhere on the American continent. It bears a very favorable comparison with the best to be seen in any of the largest cities.” The building has been on the National Register of Historic Places since 1988.

Before the renovation began, the building had been previously converted into 75 apartment units on floors 3 through 8, with commercial space on the first and second floors. To minimize the relocation of existing residents, construction was completed in two stages. This allowed approximately half of the current residents as well as all the commercial tenants on the street level to remain in the building during the renovation.

The newly renovated building contains 90 affordable housing apartments. The layouts consist mainly of studio and one-bedroom units, with a few two- and three-bedroom units. Within the units, the historic windows were refurbished, kitchens were replaced and bathrooms were upgraded. A new exercise facility was built in addition to a laundry facility. During the renovation, forgotten architectural pieces like the magnificent windows in the lobby were also rediscovered and restored. The end result provided high-demand affordable housing while revitalizing a Waterloo icon.

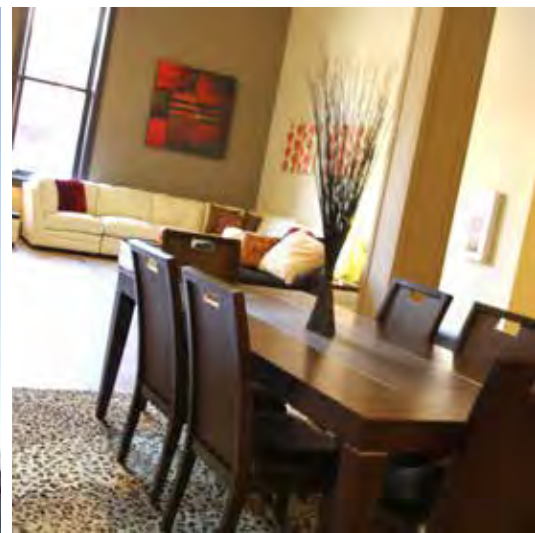
Project Details

- Historic Rehabilitation
- 90 Affordable Units
- 12,105 Sq. Ft. Commercial
- Project Value: \$15.3 Million
- Financing: FNMA Mortgage, Federal Low Income Housing Tax Credits, Federal Historic Tax Credits, State Historic Tax Credits, EZ Tax Credit Equity, EZ Sales Tax Rebate

Role: Developer, General Partner, Property Manager

Completed: August, 2012

RUMELY LOFTS



Des Moines, Iowa

As a historic landmark in downtown Des Moines, this six-story structure was transformed into 66 affordable apartments and approximately 7,000 square feet of retail space. The building boasts a large 1,500 SF community room and is accompanied by a computer learning center, a fitness center and an on-site leasing office on the main level. Bike storage and surface parking is also available at the site.

The units provide historic details coupled with modern finishes. Original windows were restored and provide wonderful views of downtown and the surrounding area. In addition to the historical details of the apartments, residents enjoy unit upgrades that include in-unit washer and dryers, dishwashers and sink garbage disposal systems.

Project Details

- Historic Rehabilitation
- 66 Affordable Units
- 5,345 Sq. Ft. Commercial
- Project Value: \$17.1
- Financing: Iowa Finance Authority Mortgage, State Historic Tax Credits, Federal Historic Tax Credits, Federal Low Income Housing Tax Credits, Other Funding Sources

Role: Developer, General Partner, Property Manager

Completed: October, 2010

METRO LOFTS



Des Moines, Iowa

Located in downtown Des Moines, Metro Lofts is a four-story new construction development with a total of 111 apartment units. The building offers an amenity package including a large community room, fully-equipped exercise room, a computer learning center, underground parking, secure entry, and an on-site leasing office and manager.

The apartment units have modern, durable finishes. Residents enjoy central air conditioning, in-unit washers and dryers, high-speed internet connection, energy-conserving fixtures, and an additional interior storage closet. Select units have walk-in closets, patios or balconies.

With downtown Des Moines right outside its front door, Metro Lofts offers quality affordable housing in a convenient location.

Project Details

- New Construction
- 102 Affordable Units
- 11 Market-Rate Units
- Project Value: \$21.0 Million
- Financing: HUD Insured 1st Mortgage, Federal Low Income Housing Tax Credits, IDED - EZ Tax Credits and Sales Tax Credits, IFA 1602 Funds, City of Des Moines, Other Sources

Role: Developer, General Partner, Property Manager

Completed: December, 2010

LONGFELLOW STATION



Minneapolis, Minnesota

Longfellow Station is a 180-unit transit-oriented development located along the Hiawatha Light Rail Line in Minneapolis. Located within the mill district of the Longfellow Neighborhood, Longfellow Station will appeal to families and single adults that rely on public transportation to connect them to employment and educational opportunities. It is conveniently located a few miles south of downtown Minneapolis with easy access to major job centers such as Downtown Minneapolis, Mall of America, The University of Minnesota, Fairview-Riverside Medical Campus, and the Minneapolis/St. Paul International Airport. The development of the Central Corridor Light Rail Line will give additional benefit to the residents of Longfellow Station when completed.

Emphasis in the design process has been placed on unit and common area amenities in order to compete with market-rate product in the area. Units feature open layouts, dishwasher, in-unit washer & dryer, a built-in office niche, and fiber optic wiring. Common area amenities include a community room, coffee area, business center, fitness room, theatre room, bike repair area, bike storage, heated underground parking, a dog run, and tot-lot.

Project Details

- New Construction
- 180 Rental Apartments
- 10,000 SqFt Commercial / Retail Space
- 36 Market-Rate Apartments
- 144 Affordable Apartments
- Project Value: \$28.3 Million
- Financing: US Bank Construction Loan, Mass Mutual 1st Mortgage, Low Income Housing Tax Credits, MHFA Challenge Fund, Family Housing Fund, Affordable Housing Trust Fund, Minneapolis CPED Deferred Loan, Hennepin County Affordable Housing Investment Funds, Met Council Livable Communities Demonstration Funds,

Role: Developer, General Partner, Property Manager

Anticipated Completion: November, 2013

Project Currently Under Construction

HARRISON LOFTS



Davenport, Iowa

Harrison Lofts is a new construction development of mixed-use housing and retail located on the 14th block of Harrison Street in Davenport, Iowa. On the street level, there are two retail spaces positioned along each of the 14th and 15th street corners. Residential parking is located behind the building, and retail customers will utilize the ample street parking on 14th and 15th Street. The community room has a large area for tenants to gather or watch television, and also provides workstations complete with computer and internet access. In addition to the community room there is a fully-equipped exercise room and a laundry facility. The building will also have an on-site leasing office and is fully-equipped with a 24/7 monitored security system.

The 60 apartment units consist of efficiency, one-bedroom and two-bedroom layouts. As a mixed-income building providing affordable housing, the project targets single individuals and families. The units feature high quality interior finishes and amenities such as high ceilings, oversized windows, in-unit washer and dryers, energy efficient fixtures and appliances, and additional tenant storage.

Project Details

- 3-Story New Construction
- 60 Apartments, 2 Retail Spaces
- 54 Affordable Units (40% & 60% AMI)
- 6 Market-Rate Units
- 3,100 SqFt Commercial
- Project Value:
- Financing: Iowa Finance Authority Mortgage, Low Income Housing Tax Credits, EZ Tax Credit Equity, EZ Sales Tax Rebate, City of Davenport NSP Funds

Role: Developer, General Partner, Property Manager

Anticipated Completion: July 2013

Project Currently Under Construction

Public Profile



Sherman Associates

The following pages highlight some of Sherman Associates' recent awards and press coverage. More can be found at www.sherman-associates.com/media-center.

Awards and Recognition

2012 Best In Real Estate - Multifamily Development or Redevelopment:
Riverside Plaza

2012 Minnesota Public Health Achievement Award:
Sherman Associates

2012 Property Excellence Award - Senior Housing:
Blaine Town Square Senior Apartments

2012 Property Excellence Award - Affordable Housing 101+Units:
Midtown Exchange

2011 Lifetime Achievement Award - Minneapolis/St. Paul Business Journal:
George Sherman

2011 Capstone Award - Multifamily:
Grand Boulevard Lofts

2011 T. Timothy Anderson Award for Best Historic Rehab Involving LIHTC Finalist:
Grand Boulevard Lofts

2011 Honorable Mention for Historic Rehabilitation:
Grand Boulevard Lofts

2010 Property Excellence Award - Affordable Housing 101+Units:
Midtown Exchange

2009 Best of the Decade by Minneapolis/St. Paul Business Journal:
Midtown Exchange and The Chicago Lofts

2008 Development of the Year:
Syndicate Trust Building, St. Louis

2007 Affordable Housing Finance Magazine: Best Historic Rehabilitation:
Midtown Exchange and The Chicago Lofts

2006 National Trust/HUD Secretary's Award for Excellence in Historic Preservation:
Midtown Exchange and The Chicago Lofts

2006 Project of the Year: Adaptive Reuse by Multifamily Executive Magazine:
Midtown Exchange and The Chicago Lofts

2005 Best in American Living by Professional Builder Magazine:
Midtown Exchange and The Chicago Lofts

2005 Trillium Award by Builders Association of the Twin Cities:
Midtown Exchange and The Chicago Lofts

2004 Best in Real Estate: Best Overall by Minneapolis/St. Paul Business Journal:
Midtown Exchange and The Chicago Lofts

2003 Best in Real Estate by Minneapolis/St. Paul Business Journal:
Falcon Heights Town Square

2002 Best in Real Estate by Minneapolis/St. Paul Business Journal:
Burnsville Heart of the City

2001 Best in Real Estate by Minneapolis/St. Paul Business Journal:
Wacouta Commons



The Second Time Around

Historic Minneapolis Housing Complex Under Redevelopment With Fresh Tax Credits

As he oversees his biggest project ever, Minneapolis developer George Sherman is living out one of Yogi Berra's old lines – It's déjà vu all over again.

"Our first experience with low-income housing tax credits was on this same project – Riverside Plaza – in 1988. We acquired it through a negotiated sale from HUD, which had foreclosed on it. And we did a bond transaction using four percent credits. We got a whopping 50 cents per credit dollar [in equity], paid over a couple years"

This time around, Sherman's outfit, Sherman Associates, is re-syndicating and redeveloping the massive housing project – 1,303 units in 11 buildings occupying four city blocks – using various tax credits and other resources. "Hopefully we'll be done by October 2012," says Sherman.

The \$132 million project will involve more than \$60 million in renovations to the complex, which has about 4,500 residents, including a number of college students. Work includes replacing the plumbing, mechanical, and electrical systems; sealing the exterior of the buildings; installing new windows and doors; refurbishing all of the apartments and common areas; and other improvements.

Nearly 90% of the apartments will be LIHTC units; the rest market-rate. Of the 1,303 units, 669 will continue to receive project-based Section 8 rent subsidies. After completion, the projected initial monthly gross rents for the LIHTC units will range from \$545 for efficiencies up to \$1,295 for three-bedroom apartments. Market-rate rents will range from \$795 for one-bedrooms up to \$1,595 for four-bedrooms.

The improvements could cut the development's annual utility costs – now nearly \$3 million, or 28% of annual operating expenses – by \$500,000 to \$1 million.

As with other pre-1990 LIHTC transactions, Riverside Plaza wasn't subject to a 30-year extended use commitment, but rather just a 15-year compliance period. After the compliance period expired, in the 2000s, Sherman Associates continued to operate the complex as affordable rental housing. But by now, the development was

aging and in need of rehabilitation.

"We had known for a period of time that the property's mechanical systems had to be replaced," says Sherman.

"The plumbing, both in domestic and hot water systems, had failed to the point of having routine emergencies and shutoffs and flooding of the buildings, because the pipes had deteriorated." Tenants often wait for 25 minutes to get hot water, letting the water run and driving up the property's water bills.

Sherman planned to seek fresh housing credits for a new acquisition/rehab transaction. But the timing was off.

"About the time we started to put a game plan together for the rehab of the project and the re-syndication," he recalls, "the market for credits evaporated." In addition, the massive size and scale of the development made it even tougher to win an allocation of 9% housing credits and to secure tax credit equity. "But that didn't stop us," Sherman notes.

After considering but ruling out an application for 9% housing tax credits, Sherman Associates pursued tax-exempt financing, which brings 4% credits. The U.S. Department of Housing and Urban Development (HUD) agreed to provide a new FHA-insured mortgage, and the city, state, and others committed to provide \$15 million in gap financing. The new HUD Section 221(d)(4) loan, nearly \$50 million and funded by bond proceeds, has a 42-year term and fixed interest rate of 5.895%.

But even with all these funds, Sherman still came up short. "That still left us with a thirty to forty million dollar gap. So we took the unusual step of looking at whether a 35-year-old building could be declared historic."

It's rare for a building less than 50 years ago to be certified as historic by the National Park Service. But Sherman Associates succeeded after just six months, and Riverside Plaza was listed on the National Register of Historic Places in December 2010.

Constructed during 1971-73, Riverside Plaza was designed by well-known local architect Ralph Rapson,



George Sherman

Riverside, continued on page 4

Riverside, continued from page 3

and reflects modernism and brutalist architectural styles. The buildings range from two to 39 stories, and are 70% concrete/30% glass with colored glass panels.

Also significant is that Riverside Plaza (originally Cedar Square West) is one of only two projects (the other is Roosevelt Island in New York City) built and funded under HUD's "New Town, In Town" initiative. Under legislation enacted in 1968 and expanded in 1970, the U.S. government provided funding to encourage the development of four types of "new communities" across the U.S. The "New Town, In Town" communities, one of these, were to be very large self-contained mixed-use rental communities or "urban villages" with tenants of low to high incomes.

"This was just to be the first phase of a 10,000-unit project," says Sherman. "They only built the first 1,300 units before both the funding stopped and the financial model stopped working." Underwritten for the larger, ultimate size, Riverside Plaza struggled financially from the start and HUD foreclosed on its mortgage in 1987.

AEGON USA Realty Advisors LLC purchased the federal housing and historic tax credits, placing the investment in a proprietary fund for investor Google and providing nearly \$44 million in equity. The developer elected to receive about \$14 million in cash from the state in lieu of claiming the state historic credits.

The city of Minneapolis issued \$69.9 million in tax-exempt bonds, of which nearly \$50 million funded the HUD mortgage, and provided nearly \$2 million in affordable housing trust fund monies. Other sources of soft funds included the Minnesota Housing Finance Agency (two loans), the Family Housing Fund, and the Greater Metropolitan Housing Corporation.



Tom Streitz

of Community Planning and Economic Development, praises the Riverside Plaza renovation project and says it is needed, estimating the local affordable rental housing vacancy rate at around 1%. "It's absolutely fantastic; it's something that needed to happen."

He noted, "The city's investment and the other investment that's going into this building is a huge statement about what we see as the future of this neighborhood being a transit hub, being a place where afford-

Riverside Plaza – Source and Uses Summary

SOURCES

Tax-Exempt Bond Proceeds / HUD 221(d)(4)	\$49,950,000
Mortgage - City of Minneapolis, AFL-CIO Housing Investment Trust	
4% Low-Income Housing Tax Credit Equity - AEGON USA Realty Advisors LLC	\$29,106,635
Federal Historic Tax Credit Equity - AEGON USA Realty Advisors LLC	\$14,767,244
State Historic Tax Credit Equity	\$14,126,603.04
MHFA - PARIF Loan	\$7,016,350.00
MHFA - EHDC Loan	\$5,083,650.00
Family Housing Fund Loan	\$200,000.00
CPED - AHTF Loan	\$1,900,000.00
Met Council - LHIA Loan	\$575,000.00
GMHC Loan	\$1,300,000.00
Seller Note	\$2,000,000.00
Rebates (Xcel/CenterPoint)	\$400,000.00
Cash Flow from Operations for Development	\$2,962,909.48
Deferred Developer Fee	\$3,000,000
Total Sources	\$132,388,393

USES

Acquisition Cost	\$41,300,000.00
Construction + Construction Contingency	\$65,030,914.00
Architectural/Engineering/Legal Fees	\$2,640,000.00
Construction Interest	\$4,300,000.00
Other General Development/Financine Fees	\$3,728,479.00
Relocation	\$2,250,000.00
Reserves	\$5,139,000.00
Total Development Cost	\$132,388,393

MHFA – Minnesota Housing Finance Agency

CPED – City of Minneapolis Department of Community Planning and Economic Development

PARIF – Preservation Affordable Rental Investment Fund

EDHC – Economic Development and Housing Challenge Program

AHTF – Affordable Housing Trust Fund

GMHC – Greater Metropolitan Housing Corporation

LHIA– Metropolitan Council Local Housing Incentives Account - Metropolitan Livable Communities Act

able housing and market-rate housing meet, and an important architectural symbol and an important symbol to the immigrant community of Minneapolis. There's a lot of value embodied in those buildings."

Riverside Plaza and the surrounding neighborhood are home to many East African immigrants. The neighborhood already has a station on one existing light rail line, and a second light rail line will be coming through in the near future. **TCA**

The industry veteran has weathered the real estate recession and managed to hang on to a \$1.3 billion portfolio.



Developer George Sherman this month officially will break ground on the \$132 million overhaul of Riverside Plaza in Minneapolis. DAVID BREWSTER • dbrewster@startribune.com

The patient developer

ON BUSINESS NEAL ST. ANTHONY



Four years into a real estate recession that's busted developers from the urban core to the cornfields, George Sherman is still standing.

"If I had to do it over again, I would have stopped building sooner and sold more faster," said the veteran developer and project owner. "I was fortunate, I had at least one tire getting traction throughout."

Sherman, 57, an analytical biochemist by training, has a lighter wallet these days. But he still has a future as a developer.

His diversified portfolio of rental housing, commercial buildings and hotels, most of it in urban centers of Minneapolis, St. Paul, Duluth, Des Moines and St. Louis, has lost several hundred million in value. And his lenders required him in 2008-09 to inject about \$35 million through asset sales and equity into a portfolio that he estimates is still worth more than \$1.3 billion.

He had to sell dozens of condos in the Twin Cities, and 35 luxury houses through an ill-fated foray into Palm Springs, Calif., for as little as 50 cents on the dollar. But so far Sherman has not lost any major properties to his lenders. He knows his markets, keeps a conservative debt-to-equity ratio that approaches 50 percent and has demonstrated an ability to restructure deals outside of courtrooms, which these days are clogged with lawsuits among developers, con-

Sherman continues on D6 ►

◀ SHERMAN FROM DI

tractors, lenders and tenants.

"He's been through tough times, and he's more sophisticated than a lot of developers," said Jim White, a former Minneapolis development official who watched Sherman during the 1980s and 1990s. "He was always willing to do what was needed when the cities needed developments done."

Sherman got in early and deep 30 years ago as Minneapolis and St. Paul used incentives to redevelop their abandoned, polluted riverfronts and turned skid rows into upscale art-and-entertainment nooks, and upscale housing.

On a whim in 1978, while working in sales for a medical company, he borrowed \$100,000 from U.S. Bank (still his primary lender) and bought a small Uptown apartment building, refurbished it and sold the units as condominiums, grossing about \$300,000.

"I had no idea what I was doing," Sherman recalled. Yet he quit his day job to focus on real estate projects.

"I like getting the numbers to work," said Sherman, a trim jogger, who grew up the son of a doctor whose early death was tied to smoking and drinking. Sherman has abstained for 25 years, wears a \$35 runner's watch and drives a 10-year-old Audi that sports 230,000 miles.

Sherman is a political independent who voted for Independence Party candidate Tom Horner for governor. He generally avoids political contributions to municipal candidates. He has contributed to Republicans, including former U.S. Sen. Norm Coleman and Gov. Tim Pawlenty.

Sherman and his wife live in a house they paid \$1 million for near Interlachen Country Club a decade ago. He reads a lot, watches the History Channel and hangs out with



DAVID HUNTER/ST. PAUL JOURNAL/PHOTO.COM

GEORGE E. SHERMAN

Age: 57 **Owner:** Sherman Associates

Education: B.S. biochemistry 1976, M.B.A. 1977, University of Minnesota
Career: Sherman started buying and converting Uptown Minneapolis apartment buildings into condominiums in 1978; he built new townhouses on the site of former public housing on Minneapolis' near North Side in 1979-81. He's known for urban renewal projects that often include public financing. Today, Sherman employs 350 people who develop and manage Sherman-owned apartment buildings, commercial buildings and several hotels in Minneapolis, St. Paul, Duluth, Burnsville, Day Moines and St. Louis. Sherman values the portfolio at more than \$1.3 billion.

Notable projects: The \$132 million ongoing renovation of 1,300-unit Riverside Plaza (Cedar-Riverside) in Minneapolis; the \$61 million Aloft Minneapolis Hotel/Zenith Condominiums (2008) near the Guthrie Theater on Washington Avenue; the \$55 million refurbishment of Duluth's Greysolon Plaza and construction of the Sheraton Duluth Hotel (2007); the \$77 million Midtown Exchange Apartments and Chicago Lofts in the former Sears, Roebuck building on E Lake Street in Minneapolis (2005); and the \$96 million Wacouta Commons housing-retail complex in downtown St. Paul (2001-06).

family and close associates.

"Developers have egos," acknowledged Sherman. "My ego may be quieter, but I like getting a good project to work. I like to have an impact."

Sherman has done upscale condo projects on the Mississippi River, new housing projects and signa-

ture renovations of old buildings, including his headquarters at 233 Park Ave. S., where the Old Spaghetti Factory is the first-floor tenant. The offices of Sherman and Associates occupy the upper floor.

Major renovation

Sherman also is one of the Twin

Cities' biggest developers of subsidized and workforce housing. This month he officially will break ground on Minnesota's biggest-ever residential-project restoration. The \$132 million overhaul of Riverside Plaza near the U of M's West Bank campus, a development that's challenged and intrigued him since he and minority partners bought the former Cedar Square West from the federal government for \$17 million in 1988.

The then-controversial complex was born in the early 1970s as a federally backed urban renewal effort to help replace slums. But critics called the complex a Soviet-style model of several towers around a central courtyard and indoor community rooms that house charter schools and nonprofits. The complex boasts 1,300 apartments for students, immigrant families and workers.

When Sherman took over, it was mostly Vietnamese and Hmong. Now, the immigrants are mostly Somali.

Sherman is using a myriad of public and private sources to finance renovation. He got a boost in February when the AFL-CIO Housing Investment Trust committed \$50 million in pension funds to help finance a restoration that will employ hundreds of workers over the next two years. The building-by-building overhaul will include new energy, mechanical, plumbing and kitchens.

Sherman plans to cut Riverside's \$3 million annual utility bill by a third and create a much better place to live. He said the project has thrown off less than \$2 million in cash flow over the years, while requiring about \$1.5 million annually in repairs.

"We had to get ahead of this," Sherman said. "We were using the cash flow to constantly fix the property."

The financial package got traction last December when the 15-building complex was granted status on the National Register of Historic Places. The designation enabled Sherman to raise \$28.9 million in federal and state historic tax credits that he sold to investors to help finance the project.

To make the financial package work, Sherman, under some pressure from critics, effectively cut his development fee from \$8 million to \$5 million. Sherman is buying out other minority partners in the deal and adding Google as a limited partner through its foundation. He also has agreed to take the balance of the development fee over several years out of cash flow from the project.

"George does good work," said Tim Sreitz, the Minneapolis housing director who once negotiated with Sherman as a young Legal Aid lawyer.

Sherman has a personal connection to Riverside Plaza. He knows immigrant kids who grew up to be cabdrivers, carpenters, doctors, lawyers and businessmen.

The complex includes day cares, a charter school, employment center, community rooms and a tenants association that Sherman funds at about \$150,000 a year.

"Twenty years ago the tenants needed social services," he said. "The last 10 [years] it has been education and employment."

Cecile Bedor, the planning director in St. Paul who once was an inner-city housing developer, called Sherman a patient developer.

"George works with the community and the city," Bedor said. "He doesn't storm in and say, 'If you don't do this, I'll raise hell.' He keeps his cool. He wants to make money, but he's in it for the long haul."

ANDREW HUNTER/ST. PAUL JOURNAL/PHOTO.COM

Novogradac Journal of Tax Credits

News, Analysis and Commentary On Affordable Housing, Community Development and Renewable Energy Tax Credits

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Developer Begins Makeover of Largest Affordable Housing Development in Minnesota

By Jennifer Dockery, Assignment Editor, Novogradac & Company LLP

Riverside Plaza Apartments' colorful exterior represents a colorful past. The apartment complex was the first phase of a U.S. Department of Housing and Urban Development (HUD) revitalization program known as New Town-In Town, which planned to create a 12,000-unit mixed-income "utopian village" in Minneapolis, Minn.'s Cedar-Riverside neighborhood. It was also the fictional home of Mary Tyler Moore's character in later seasons of *The Mary Tyler Moore Show*. Yet, within a few years of its 1973 completion, the development had fallen on hard times. HUD had scrapped the New Town plan. The development faced water shutoffs, rent strikes and mortgage defaults. In 1988, Sherman Associates and others used the nascent low-income housing tax credit (LIHTC) program to acquire the development. Twenty-three years later, Riverside Plaza is poised for a comeback. Sherman Associates will use an allocation of LIHTCs, along with state and federal historic tax credits (HTCs), tax-exempt bonds (TEBs), a HUD loan and other public and private financing to complete a \$132 million makeover of the 1,303-unit development.

A Storied History

Architect Ralph Rapson designed Riverside Plaza, originally called Cedar Square West, in the Brutalist style, which was popular from the 1950s through the mid-1970s. Since acquiring the 11 buildings, Sherman Associates has improved the buildings, increasing the number of elevators in the 12- to 40-story highrises and installing life safety features, such as sprinklers. At present, Riverside Plaza houses more than 4,400 people in mixed-income units; the development has 669 project-based Section 8 units and 634 market rate units. Many residents of the market rate units also receive housing



Photo: Courtesy of Sherman Associates

Riverside Plaza Apartments, originally called Cedar Square West, was built in the 1970s as part of the U.S. Department of Housing and Urban Development's New Town-In Town initiative.

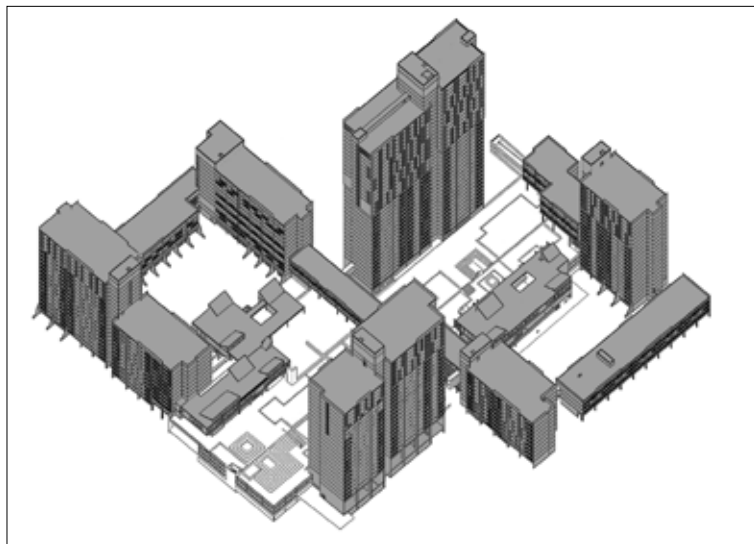
choice vouchers. The campus includes a K-8 charter school, grocery store and tenant resource center that provides social services to more than 400 individuals each month. Many tenants attend the adjacent University of Minnesota or have recently arrived from Somalia.

A Gargantuan Task

According to George Sherman, principal and founder of

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continued from page 1



Rendering: Courtesy of Sherman Associates

Sherman Associates, putting together financing for Riverside's redevelopment was a gargantuan task; its size prevented Sherman Associates from applying for 9 percent LIHTCs and to renovate its 1,303 units, the developer would have needed double the state's annual 9 percent credit allowance. Riverside also has the most units of any property under a single HUD mortgage to date.

"Its greatest challenge has always been its size. It doesn't fit into any square or round hole," said Sherman.

Sherman Associates worked with HUD, the state housing finance agency, the city of Minneapolis and others to obtain funding for the \$132 million redevelopment. The city awarded 4 percent LIHTCs and TEBs to the property. AEGON USA Realty Advisors LLC (AEGON) provided \$29 million in LIHTC equity and AFL-CIO Housing Investment Trust (HIT) invested in the TEBs, which were used to secure a nearly \$50 million HUD-guaranteed first mortgage. Funding also came from the Minnesota Housing Finance Agency's (MHFA's) Economic Development and Housing Challenge program – approximately \$7 million; MHFA's Preservation Affordable Rental Investment Fund program, – approximately \$5 million; City of Minneapolis affordable housing trust fund – \$1.9 million; Greater Metropolitan Housing Corporation – \$1.3 million; Metropolitan Council's Local Housing Incentive Account program – \$575,000; and Family Housing Fund – \$200,000. The remaining capital came from a \$3 million deferred developer fee, \$2 million in seller equity, nearly \$3 million in cash flow-operations for the development and \$400,000 in energy rebates.

"The key for us ... was getting HUD involved early in the scope of the rehab," said Ken Dayton, executive vice president of Oak Grove Capital, the HUD mortgage underwriter/lender.

"From the city's perspective, this project was about enhancing

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the quality of life for the residents," said Matt Goldstein, senior project coordinator for Minneapolis's community planning and economic development's multifamily housing development division. "The project is consistent with the city's goals and policies. It earned the most points of any project that requested money in the 2010 round." He said Riverside Plaza received the points because it is a mixed-income development, preserves existing units, has a longer than required affordability period and because "every public dollar leverages significant private investment." Sherman also agreed to hire 90 workers from the surrounding community. The redevelopment of Riverside Plaza also fits into a larger improvement plan for the Cedar-Riverside neighborhood. The Minneapolis Public Housing Authority renovated units at The Cedars in 2010 and the city is building two light rail transit stations on the site's perimeter.

After securing the LIHTC and bond allocation, Sherman Associates sought out a tax credit syndicator or investor that would be able to invest nearly \$34 million in LIHTCs. "It's complex, but it's an important project for the city. AEGON has the ability to take projects of a size that other syndicators may not be able to accommodate," said Anne Simpson, director in AEGON's Community Investments Group. AEGON combined Riverside Plaza's LIHTCs and HTCs into an equity fund that includes Google Inc. as an investor.

The National Park Service (NPS) added the 38-year-old Riverside Plaza to the National Register of Historic Places on December 28, 2010. The NPS agreed with Sherman Associates assessment that, as one of the few remaining New Town-In Town developments, the Rapson-designed complex is significant to the country's historical record. The National Register designation qualified Riverside Plaza for federal and state HTCs. "That's helped raise \$28 million in additional equity," Sherman said.

AEGON provided nearly \$15 million in equity for the federal HTCs through the same fund that provided the LIHTC equity. Riverside Plaza is also one of the first properties to receive credits through the Minnesota Historic Structure & Community Reinvestment Tax Credit program. The state Legislature created the program last year to encourage redevelopment. Under the program, Riverside is eligible for a 20 percent tax credit that Sherman plans to return the state for a grant equal to 90 percent of its value, or about \$14.1 million. "We were struggling with gaps in the project The state historic credit was absolutely critical. It really got the gap completed and got the project closed," Sherman said.

Financing for Riverside Plaza closed on January 6 and construction began on February 1. Workers will replace the domestic water, sanitary sewer systems and mechanical systems, as well as individual unit remodels. Sherman Associates plans to reno-

continued on page 4

continued from page 3

vate between 60 and 100 units each month. During the renovations, residents will move into furnished "hotel" units at the property. Sherman anticipated that the renovations would be completed by December 2012. ♦

This article first appeared in the March 2011 issue of the Novogradac Journal of Tax Credits.

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Rehabbing Riverside — ‘Ellis Island’ of city

BY MARK ANDERSON
Staff Writer

The \$132.4 million renovation of the Riverside Plaza housing complex in Minneapolis’ West Bank started in February, but owner George Sherman hosted a party and groundbreaking on Wednesday — giving guests a glimpse of one of the region’s biggest housing investments and one of its most distinctive communities.

“This is the city’s Ellis Island,” said Mike Christensen, executive director of the Minneapolis Community Planning and Economic Development agency.

Christensen helped lead a tour on Wednesday, but he is aware that the housing complex’s West Bank neighborhood has long been Minneapolis’ gateway for immigrants.



Mike Christensen, left, director of Minneapolis’ Community Planning Economic Development agency, and George Sherman, president of Sherman Associates, explain some of the renovations at Riverside Plaza while a couple of residents walk by. (Staff photo: Bill Klotz)

RIVERSIDE REDO

\$132.4M

Total project cost

14

Sources of equity and debt

The most recent arrivals are mostly from eastern Africa. About 80 percent of Riverside Plaza’s 4,400 residents are from Somalia, Ethiopia and Eritrea, said Fredda Scobey, executive director of the Riverside Plaza Tenants Association.

The 38-year-old Riverside Plaza is big, a fact that has annoyed many of its neighbors. But its scale also has enabled it to deliver a major portion of the Twin Cities’ affordable housing supply.

More than half its 1,303 apartments are Section 8 units, and 85 percent are designated as affordable for households earn-

ing 60 percent or less of the median metro income. That makes Riverside Plaza the biggest affordable housing campus in the Midwest and the biggest single mortgage in the U.S. Housing and Urban Development department’s housing portfolio, said Sherman, president of Sherman Associates, which has owned Riverside for 23 years.

It’s a city within a city, but that city needs a big renovation. About half the \$132.4 million cost will go to refinance its mortgage, while more than \$65 million will be spent on major rehabs: replacing

RIVERSIDE TO PAGE 2

Riverside

Large complex provides big portion of affordable housing supply

plumbing, heating and cooling, and elevator systems, and fixing wear and tear throughout the campus' interior and exterior public spaces.

Sherman acknowledges those fixes have been needed for years. "The system was designed poorly when it was built, and it's been deteriorating for a long time," he said. "You can crumble the pipes in your hand."

The result is a 30-minute wait for hot water in the morning, residents say, and buildings that are cold in the winter and hot in the summer.

The renovations will end those problems while offering hundreds of jobs. Sherman said the plumbing reconstruction will keep 100 plumbers working steadily over the next two years, and city documents say the project will provide another 200 construction jobs.

The utility fixes will also make the project much "greener." Sherman said the reductions in water usage and more efficient heating and cooling will produce \$1 million in annual water and energy savings.

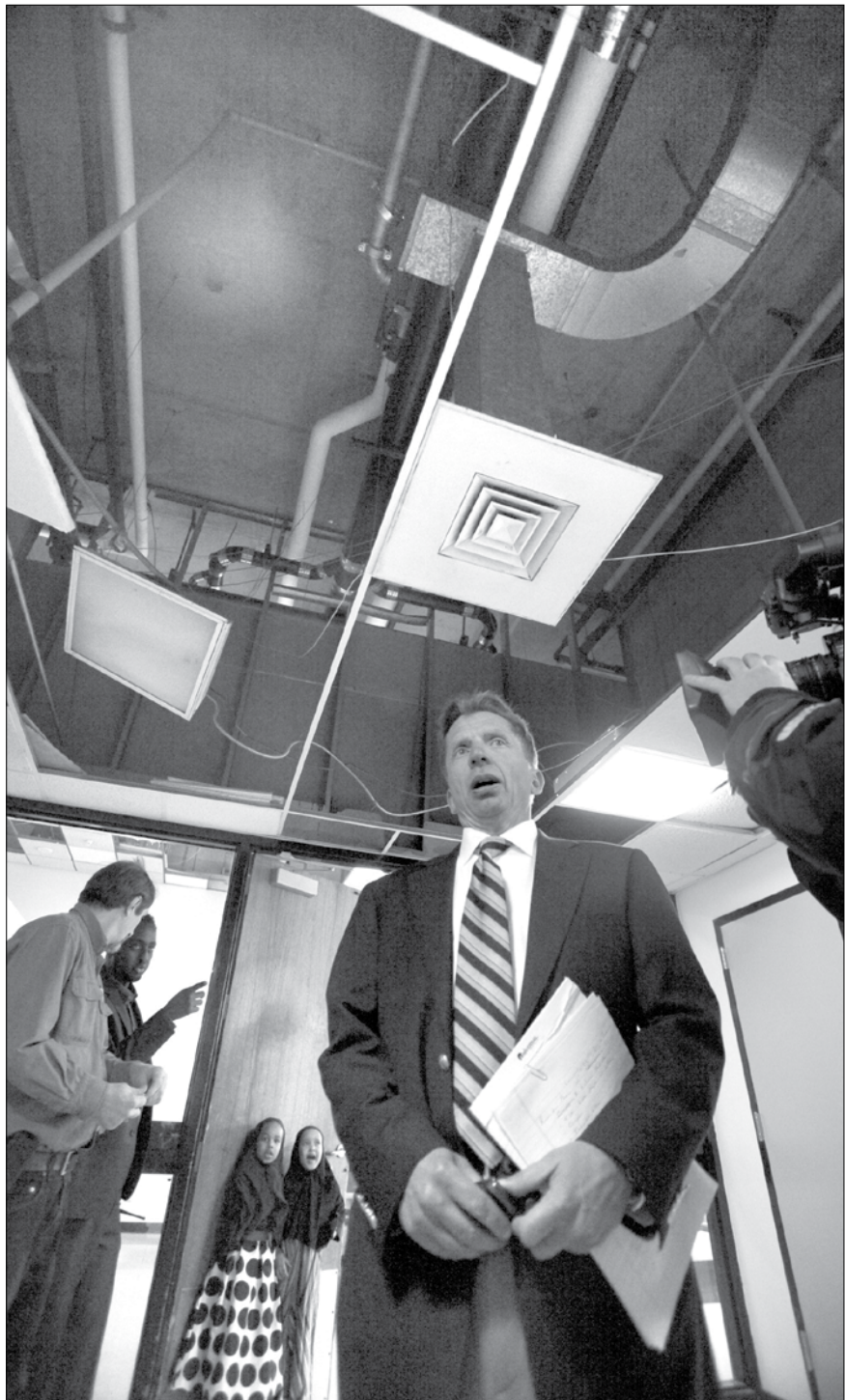
The blueprints include new plazas on the border of the campus, which will better link it to the rest of its Cedar Riverside neighborhood and make it part of a new pedestrian and bicycle path connecting the West Bank's Hiawatha and Central Corridor LRT stations.

Riverside Plaza is an enormous housing community, and the capital stack that is financing its renovation matches the scale.

The \$132.4 million project includes 14 sources of equity and debt, ranging from the developer's contribution, state and city funds, to the founders of Google and a union trust fund.

Sherman said his team spent five years trying to assemble the package, knowing that the deterioration was making it urgent to get the project under way.

At the heart of the financing challenge was the decision to keep the project affordable. That decision limited the project's income and its investor pool. It made Riverside eligible for low-income housing tax credits — but that source took a beating during the recession. Proceeds dropped from 90 cents or more for a \$1 tax credit five years ago to as low 60 cents by



George Sherman (center) says workers are renovating 60 apartments each month. Residents in those units live in temporary housing on the campus for that month. (Staff photo: Bill Klotz)



The 38-year-old Riverside Plaza, on the West Bank of Minneapolis, was designed by the architect Ralph Rapson. Riverside has 1,303 units, 85 percent of which are designated as affordable housing. (File photo: Bill Klotz)

2009 and 2010.

Sherman kept searching. “It was like a Rubik’s Cube — we just kept turning the pieces hoping to find ways for the colors to line up,” he said.

The pieces finally lined up in early 2010 thanks to the project’s architect, the late Ralph Rapson. Sherman and historic adviser Charlene Roise put together a successful case for historic designation based on the contributions of the renowned local architect — unlocking state and federal historic tax credits that contributed \$29 million in equity.

The low-income housing tax credits also strengthened when they went to market by late 2010. Investors paid close to 84 cents for the credits, Sherman said.

That strength came in part from the

project’s size, said Angela Christy, an attorney and tax credit specialist with Faegre & Benson who advised Sherman. “An investor looks at this and says I can invest in 13 projects with 100 units, or I can invest in one project,” she said. “They’re going to decide that this is a lot easier to monitor.”

Meanwhile, Riverside’s latest residents stand out in their commitment to education and to self-reliance. “This is an upwardly mobile population,” said Christiansen of CPED. “They’re looking for opportunities to build their lives here, and the city wants to help do that.”

The renovation budget commits \$150,000 annually for the next 30 years to the tenants association, aimed in part to meet new learning challenges, and another

\$15,000 a year to create a new Safety Center on the campus.

The campus includes the Minneapolis School District’s busiest adult education classes, with more than 500 people studying languages or computer courses each week. Riverside also has a successful charter school that will double in size from its current 150 students when new space is created in the renovation.

Sherman said that 120 residents are attending the Minneapolis Community Technical College now and hundreds more are attending the University of Minnesota and other nearby colleges. “Part of Riverside’s appeal is that it’s so close to higher education,” he said.

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LIFETIME ACHIEVEMENT AWARD

George Sherman

BY SAM BLACK
STAFF WRITER

You'd never know it unless you asked, but George Sherman has developed about \$2 billion worth of real estate over his 30-year career. And he still owns most of it.

Many of the 80 or so projects he's developed are small, costing between \$20 million to \$30 million each, but there are some bigger too, including the ongoing \$150 million Riverside Plaza renovation in Minneapolis. That project is the largest subsidized housing project in the state, and home to about 4,400 Somali immigrants.

Sherman doesn't wear his wealth on his sleeve; he's not flashy. He doesn't make a big deal about being a big deal. But he is.

Local economic development officials in cities where Sherman has worked laud his perseverance to get things done, his role as the catalyst for redeveloping run-down areas of town and his ability to make complicated projects look easy.

For his success over such a long period and the projects he's done in the Twin Cities, the Minneapolis/St. Paul Business Journal selected George Sherman, principal of Minneapolis-based Sherman Associates, as its 2011 recipient of the Best in Real Estate Lifetime Achievement Award.

"He's small but not big cable," said Mike Christensen, director of Minneapolis Department Community Planning and Economic Development.

Sherman is less into selling himself than he is into following through on things, Christensen said. "When George says he's going to do something, you can count on it. That's a blessing in the development world and the most prized asset that a city can ask for."

Track record

Sherman, 57, has developed more than 8,000 housing units in the Upper Midwest, about half of which is affordable housing.

Over the years, he also developed market-rate apartments, condos and senior housing. He has more than 1 million square feet of retail space and two hotels, one in Minneapolis and one in Duluth.

He has a half-dozen development projects in the works in multiple cities today, including Riverside Plaza, and apartment projects in Minneapolis and St. Paul.

Sherman attributes his company's success to its attention to detail, its openness and honesty with others and its focus on the niche of complicated urban developments. It's not uncommon for a Sherman Associates project to have a half-dozen sources of public financing.

"We don't do cookie-cutter projects," he said.

In Minneapolis, Sherman was one of the trailblazers of the Mississippi Riverfront revival with his development of The Landing townhomes in the 1990s.

He was also a big, early Mill District supporter, with his development of the Zenith condos and the Aloft Hotel near the Guthrie Theater.

One of Sherman's most significant projects was the apartment component of the Midtown Exchange, at the site of an old Sears building in South Minneapolis.

That entire development, which Sherman did with Minneapolis-based Ryan Cos. US Inc., was recognized as the best local and estate project of the past decade by the *Business Journal* for its role in transforming the Midtown neighborhood.

Midtown Exchange is a great example of Sherman's determination to see that a project gets done despite the hurdles, Christensen said. The various government units that were assisting with financing the \$70 million residential component couldn't do it all in one grant year, so Sherman had to take it in faith that he'd get the grants in future years.

"He delivered, and we delivered and Midtown Exchange was also delivered," Christensen said.



MOST GRACE | PHOTOGRAPH BY TONY BOWEN, JONES

George Sherman has helped revitalize Minneapolis' Mill District with his company's development of the Aloft Hotel near the Guthrie Theater.

Sherman Associates also was instrumental in significant redevelopments in Duluth, St. Paul, Kalamazoo, Mich.; Des Moines, Iowa; and St. Louis.

Caren Dewar, executive director of the Urban Land Institute's Minnesota chapter, said Sherman is a smart, straightforward, consistent developer.

"He's an incredibly hard worker and he loves what he's doing," Dewar said. She described him as an urbanist who embraces cities and loves the value of cities.

"I've been developing these projects of the future for a long time."

Besides helping cities reclaim neighborhoods and old buildings and supplying thousands of affordable apartments, Sherman also has found ways to give back to communities he cares about.

His company funded and built a shelter for

abused women and children in Hastings. It also has included Habitat for Humanity housing in some of its condo projects.

"It's not just about doing the development. It's about trying to do the right thing when you're doing the development," Sherman said.

The future

Sherman doesn't plan to retire anytime soon.

"There's a tremendous amount in the Midwest to do urban development," he said. "We haven't even touched the surface. There are things that we want to get better at and we want to try and achieve. I have a big fire inside of me and I have a big entrepreneurship desire, and so I get up every morning wanting to do something that's new and challenging."

black@stpnj.com | (612) 285-2102

GEORGE SHERMAN

Company: Sherman Associates, based in Minneapolis

Title: Principal since 1978

Employees: 340

Description: Developer of almost \$2 billion in residential, commercial and hotel properties

Age: 57

Education: University of Minnesota, bachelor of science in biochemistry (1976) and an MBA (1977)

Family: He and his wife Linda live in Edina. They have two adult children: a son, Christopher, 25, who is a project manager for Sherman Associates, and daughter, Caroline, who recently graduated from college.

Hobbies: Distance running. He's done about 45 marathons in his life. He also enjoys downhill skiing and golfing.



MEMORANDUM

TO: City Councilmembers, City of Roseville
FROM: Andrew Hughes, Project Manager, Sherman Associates, Inc.
DATE: July 17, 2013
RE: **2785 Fairview Avenue North**
Redevelopment Proposal

Sherman Associates, Inc. is pleased to present to the Council its redevelopment concept for the property located at 2785 Fairview Avenue North, within the Twin Lakes Redevelopment Area. Sherman Associates envisions a three phase development that will include approximately 110 units of market rate apartments, 6,000 square feet of office/retail space and 65-80 units of mixed income housing.

At this meeting, Sherman Associates is seeking to introduce itself to the Council and present the redevelopment proposal to the Council for feedback. Sherman Associates anticipates submitting an application to the City in August for a Tax Increment Financing request.

Overview of Sherman Associates, Inc.

Sherman Associates is a Minneapolis-based developer, owner and manager of real estate. Founded in 1979, the organization now owns more than 5,000 housing units and several hundred thousand square feet of office, retail and hotel developments across five states. Please see enclosed Company Profile for additional detail on the organization.

Sherman Associates has developed a strong reputation through its ability to tackle difficult redevelopment projects and seeing potential in traditionally difficult to develop sites. The organization also takes pride in its long-standing relationships with communities in which it does business. The following are properties developed, owned and managed by Sherman Associates in surrounding communities:

- Falcon Heights Apartments, 1550 Larpenteur Avenue West, Falcon Heights;
- The Shores, 3150 Lexington Avenue, Shoreview;
- The Lodge at Little Canada, 2880 Rice Street, Little Canada.

Sherman Associates is highly experienced in delivering developments similar to what is proposed at 2785 Fairview Avenue North. 324 First North in the North Loop Neighborhood in downtown Minneapolis and West Side Flats on the riverfront in downtown Saint Paul are two developments that are in process that will target the top of the rental market, providing the amenities, finishes and the quality of management demanded by modern renters. The organization also has developed numerous mixed income apartment communities and is committed to their quality management.

Overview of Redevelopment Proposal

Sherman Associates is enthusiastic about the site due to its excellent location, accessibility & visibility, proximity to amenities and the strong Roseville market.

The following provides more detail on each of the phases, including their composition and expected timing. Please see enclosed Draft Site Plan for additional detail as to how each phase is configured on the site.

- Phase One: Phase One will include approximately 110 units of market rate, general occupancy rental housing. Sherman Associates is targeting a rental rate of up to approximately \$1.40 per square foot, which will put it at the top of the Roseville market. The unit mix is expected to be as follows:

Unit Type	Number of Bedrooms	Number in Development
Market Rate	One Bedroom	30
Market Rate	One Bedroom + Den	37
Market Rate	Two Bedroom	43

Unit sizes and amenities within this development will appeal to younger, smaller households. Amenities will include underground parking, balconies, in-unit washers/driers, high-quality common area amenities (community room, fitness center, etc.) and high-quality finishes.

- Phase Two: Phase Two will include approximately 6,000 square feet of office/retail space. This phase will add value to the adjacent apartments and surrounding land uses by adding an amenity and providing a mix of uses. Drawing from its other mixed-use development experience, Sherman Associates seeks to make this space as flexible and adaptable as possible. This flexibility is accomplished by separating the space from the apartments.
- Phase Three: Phase Three will include approximately 65 to 80 units of mixed income rental housing. Approximately 80% of the units will be rented at market rate rents, with the balance affordable to those with moderate incomes. Targeted rental rates for the market rate units will be similar those proposed for Phase One; the affordable units will be restricted to those earning at or below 50% of the Area Median Income (AMI). The unit mix is expected to be as follows:

Unit Type	Number of Bedrooms	Number in Development
Market Rate	One Bedroom	17
Market Rate	Two Bedroom	22
Market Rate	Three Bedroom	25
Affordable at 50% AMI	One Bedroom	5
Affordable at 50% AMI	Two Bedroom	5
Affordable at 50% AMI	Three Bedroom	6

Phase Three will be complimentary to Phase One in that it will have larger bedroom sizes (i.e., Two- and Three-Bedroom units) and have a mix of affordability, widening the market for the development. This phase will also include a quality green space component, including a playground, which will serve as amenity for the families that will likely make up a portion community. Finishes in Phase Three will be of a similar, high-quality to that in Phase One, maximizing the potential for the site.

It is anticipated that Phases One and Two will commence construction in the spring of 2014; Phase Three will commence construction in the spring 2015.

Enclosures:

- 1) Sherman Associates Company Profile;
- 2) Draft Site Plan.



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

Pursuant to due call and notice thereof, a regular meeting of the City of Roseville, County of Ramsey, Minnesota, was duly called and held at the City Hall on Monday, the 22nd day of July 2013 at 6:00 p.m.

The following members were present: _____;

and the following were absent: _____.

Councilmember _____ introduced the following resolution and moved its adoption:

**RESOLUTION NO. XXXXX
RESOLUTION OF APPLICANT**

BE IT RESOLVED that the City of Roseville acts as the legal sponsor for project contained in the Redevelopment Grant Program to be submitted on August 1, 2008, and that Mayor is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City of Roseville has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that the City of Roseville has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state,

The City of Roseville may enter into an agreement with the State of Minnesota for the above referenced project, and that City of Roseville certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that the Mayor is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

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

and voted against:.

WHEREUPON said resolution was declared duly passed and adopted.

**EXTRACT OF MINUTES OF MEETING OF THE
HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE**

Pursuant to due call and notice thereof, a regular meeting of the Housing and Redevelopment Authority in and for the City of Roseville, County of Ramsey, Minnesota, was duly called and held at the City Hall on Tuesday, the 16th day of July, 2013, at 6:00 p.m.

The following members were present:

Commissioners Quam, Willmus, Elkins, Maschka, Lee and Masche

and the following were absent: Commissioner Majerus

Commissioner Quam introduced the following resolution and moved its adoption:

Resolution No. 49

**RESOLUTION IN SUPPORT OF CITY OF ROSEVILLE APPLICATION TO THE
MINNESOTA DEPARTMENT OF EMPLOYEMENT AND ECONOMIC
DEVELOPMENT FOR THE REDEVELOPMENT OF 2785 FAIRVIEW AVENUE**

WHEREAS, the 2785 Fairview Avenue in the City of Roseville was identified by the City as a potential mixed use redevelopment site in the Twin Lakes Redevelopment Area; and

WHEREAS, the Housing and Redevelopment Authority has recently completed a Comprehensive Multifamily Housing Needs Analysis and such proposed development meets an identified need in Roseville; and

WHEREAS, proposed redevelopment site meets the Housing and Redevelopment Authority 2012-2016 Strategic Plan; and

WHEREAS, Sherman Associates, INC. a reputable Twin Cities housing developer, has proposed to build approximately 110 units of market rate housing in Phase I, approximately 6,000 sq.ft. office/retail in Phase II and approximately 65-80 units of mixed income housing options in Phase III.

NOW THEREFORE BE IT RESOLVED THAT the Housing and Redevelopment Authority, in and for the City of Roseville hereby supports and strongly recommends funding to Sherman Associates, INC for the redevelopment of 2785 Fairview Avenue with the goal to redevelop the site into mixed use housing options with commercial amenity that will significantly improve the Twin Lakes Redevelopment Area.

Adopted by the Board of the Authority this 16th day of July, 2013.

Certificate

I, the undersigned, being duly appointed and acting Executive Director of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on July 16, 2013.

I further certify that Commissioner Quam introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner Elkins, and that upon a vote being taken thereon, the following Commissioners voted in favor thereof:

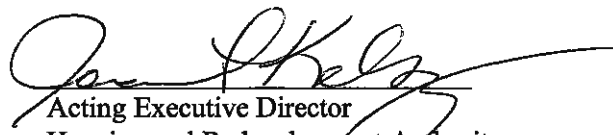
Members Quam, Willmus, Elkins, Maschka, Lee and Masche

And the following voted against the same: None

And the following abstained from voting: None

Whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this 16th day of July, 2013


Acting Executive Director
Housing and Redevelopment Authority
In and for the City of Roseville, Minnesota