



City Council Agenda

Monday, November 8, 2010

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|--|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for November: Pust, Johnson, Roe, Ihlan, Klausing |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report |
| 6:15 p.m. | 5. Recognitions, Donations, Communications |
| 6:25 p.m. | 6. Approve Minutes
a. Approve Minutes of October 25, 2010 Meeting |
| 6:30 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Set Public Hearing for Annual Liquor License Renewals
c. Approve Drainage Easements for Rosewood Wetland and Midland Hills Road Drainage Improvements
d. Adopt a Resolution relating to the 2010 Ramsey County Traffic Safety Initiative Grant Agreement |
| 6:40 p.m. | 8. Consider Items Removed from Consent |
| | 9. General Ordinances for Adoption |
| | 10. Presentations |
| 6:50 p.m. | a. Fire Department Building Facility Needs Committee Update |
| | 11. Public Hearings |
| 7:10 p.m. | a. Public Hearing for the Renewal of Currency Exchange License for Pawn America, 1715 Rice Street |
| | 12. Business Items (Action Items) |

- 7:15 p.m. a. Consider the Renewal of Currency Exchange License for Pawn America, 1715 Rice Street
- 7:20 p.m. b. Canvass General Election
- 7:30 p.m. c. Consider City Abatement for Unresolved Violations of City Code at 2580 Hamline
- 7:40 p.m. d. Consider City Abatement for Unresolved Violations of City Code at 1430 Brenner
- 7:50 p.m. e. Consider Adopting a Resolution Approving a Conditional Use for the Woof Room Doggie Day Care
- 8:00 p.m. f. Consider Approving Development Agreement with United Properties for Dedication of Increment from TIF 19 to Phase 1 of Applewood Pointe on Langton Lake Development

13. Business Items – Presentations/Discussions

- 8:15 p.m. a. Discuss Asphalt Plant

14. City Manager Future Agenda Review

15. Councilmember Initiated Items for Future Meetings

- 8:50 p.m. a. Discuss Proposed Expansion of Arden Hills Presbyterian Homes – Council Member Ihlan

16. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Nov 9	6:30 p.m.	Human Rights Commission
Wednesday	Nov 10	6:30 p.m.	Ethics Commission
Monday	Nov 15	6:00 p.m.	City Council Meeting
Tuesday	Nov 16	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Nov 17	5:30 p.m.	Additional Planning Commission Meeting
Monday	Nov 22	6:00 p.m.	City Council Meeting
Tuesday	Nov 23	6:30 p.m.	Public Works, Environment & Transportation Commission
Wednesday	Dec 1	6:30 p.m.	Planning Commission
Monday	Dec 6	6:00 p.m.	City Council Meeting
Tuesday	Dec 7	6:30 p.m.	Parks & Recreation Commission

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

Date: 11/08/10

Item: 6.a

Approve 10/25/10 Minutes

REQUEST FOR COUNCIL ACTION

Date: 11/08/2010
Item No.: 7.a

Department Approval

Christopher K. Miller

City Manager Approval

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$348,305.70
60418-60544	\$1,008,071.68
Total	\$1,356,377.38

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

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

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 11/3/2010 - 8:40 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/21/2010	General Fund	Operating Supplies	MES, Inc.		138.56
0	10/21/2010	General Fund	Vehicle Supplies	MES, Inc.		91.42
0	10/21/2010	Risk Management	Professional Services	Samba Holdings Inc		575.14
0	10/21/2010	Community Development	Training	Jan Rosemeyer		6.00
0	10/21/2010	Community Development	Transportation	Jan Rosemeyer		8.50
0	10/21/2010	General Fund	Operating Supplies	North Heights Hardware Hank		9.83
0	10/21/2010	General Fund	211402 - Flex Spending Health			359.38
0	10/21/2010	General Fund	Miscellaneous Revenue	Nitti Sanitation Inc.		972.00
0	10/21/2010	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-300227		5,432.54
0	10/21/2010	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500		80.00
0	10/21/2010	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association		1,308.10
0	10/21/2010	License Center	Rental	Gaughan Properties		4,452.00
0	10/21/2010	General Fund	211403 - Flex Spend Day Care			532.00
0	10/21/2010	General Fund	211403 - Flex Spend Day Care		920.00	0.00
0	10/21/2010	General Fund	211403 - Flex Spend Day Care			218.93
0	10/21/2010	General Fund	Operating Supplies	North Heights Hardware Hank		6.90
0	10/21/2010	Storm Drainage	Operating Supplies	Midwest Asphalt Corporation		26.69
0	10/21/2010	License Center	Professional Services	Electro Watchman, Inc.		192.38
0	10/21/2010	General Fund	Operating Supplies	Murphys Service Center Inc		29.99
0	10/21/2010	General Fund	Operating Supplies	Murphys Service Center Inc		15.00
0	10/21/2010	General Fund	Operating Supplies	Ancom Communications		4,441.73
0	10/21/2010	General Fund	Contract Maintenance	Metro Garage Door Co, Inc.		358.71
0	10/21/2010	General Fund	Operating Supplies	ARAMARK Services		201.32
0	10/21/2010	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota		4,503.21
0	10/21/2010	License Center	Professional Services	Quicksilver Express Courier		151.62
0	10/21/2010	General Fund	Utilities	Xcel Energy		62.90
0	10/21/2010	General Fund	Utilities	Xcel Energy		459.78
0	10/21/2010	Golf Course	Utilities	Xcel Energy		483.00
0	10/21/2010	General Fund	Utilities - City Hall	Xcel Energy		5,716.31
0	10/21/2010	General Fund	Utilities - City Garage	Xcel Energy		2,077.36
0	10/21/2010	Recreation Fund	Utilities	Xcel Energy		329.49
0	10/21/2010	Water Fund	Utilities	Xcel Energy		4,237.12
0	10/21/2010	General Fund	Utilities	Xcel Energy		12,220.68
0	10/21/2010	General Fund	Op Supplies - City Hall	Davis Lock & Safe Inc		40.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/21/2010	General Fund	Op Supplies - City Hall	Davis Lock & Safe Inc		31.22
0	10/21/2010	Golf Course	Operating Supplies	Grainger Inc		13.59
0	10/21/2010	Golf Course	Operating Supplies	Grainger Inc		29.37
0	10/21/2010	Golf Course	Operating Supplies	Grainger Inc		32.24
0	10/21/2010	Golf Course	Operating Supplies	Grainger Inc		-13.59
0	10/21/2010	General Fund	Operating Supplies	ARAMARK Services		32.08
Check Total:						49,863.50
0	10/28/2010	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council		194,939.17
0	10/28/2010	Water Fund	Operating Supplies	Goodin Corp.		128.57
0	10/28/2010	General Fund	Vehicle Supplies	Debra Bloom-Heiser		248.50
0	10/28/2010	General Fund	Vehicle Supplies	Debra Bloom-Heiser		281.00
0	10/28/2010	General Fund	Vehicle Supplies	Debra Bloom-Heiser		175.50
0	10/28/2010	General Fund	Transportation	Jolinda Stapleton		41.00
0	10/28/2010	Sanitary Sewer	Operating Supplies	Bryan Rock Products, Inc.		538.05
0	10/28/2010	Storm Drainage	Professional Services	WSB & Associates, Inc.		3,330.75
0	10/28/2010	TIF District #17-Twin Lakes	Professional Services	Ratwik, Roszak & Maloney, PA		171.58
0	10/28/2010	Water Fund	Operating Supplies	Bryan Rock Products, Inc.		1,416.23
0	10/28/2010	General Fund	Vehicle Supplies	Napa Auto Parts		27.18
0	10/28/2010	General Fund	Vehicle Supplies	Napa Auto Parts		30.53
0	10/28/2010	Water Fund	Operating Supplies	Pat Dolan		17.14
0	10/28/2010	Information Technology	Transportation	Douglas Barber		102.00
0	10/28/2010	General Fund	Conferences	Jolinda Stapleton		272.41
0	10/28/2010	Community Development	Transportation	Joel Koepp		162.00
0	10/28/2010	General Fund	Motor Fuel	Marc Schultz		49.28
0	10/28/2010	General Fund	Vehicle Supplies	Napa Auto Parts		118.17
0	10/28/2010	General Fund	Vehicle Supplies	Napa Auto Parts		162.97
0	10/28/2010	Information Technology	Transportation	Shaun Shaver		18.00
0	10/28/2010	Information Technology	Transportation	Aaron Seeley		138.00
0	10/28/2010	Recreation Fund	Professional Services	Lennartson Referee Services		4,248.00
0	10/28/2010	P & R Contract Maintenance	Transportation	Jeff Evenson		254.50
0	10/28/2010	Recreation Fund	Transportation	Roxann Maxey		169.00
0	10/28/2010	General Fund	211403 - Flex Spend Day Care			701.07
0	10/28/2010	License Center	Transportation	Jill Theisen		210.00
0	10/28/2010	General Fund	Vehicle Supplies	Napa Auto Parts		18.55
0	10/28/2010	General Fund	Professional Services	City of St. Paul		9,471.42
0	10/28/2010	General Fund	Professional Services	City of St. Paul		3,157.14
0	10/28/2010	General Fund	Contract Maintenance	City of St. Paul		128.81
0	10/28/2010	General Fund	Contract Maintenance	City of St. Paul		187.75
0	10/28/2010	General Fund	Operating Supplies	Cardiac Science Inc.		236.46
0	10/28/2010	General Fund	Operating Supplies	Cardiac Science Inc.		136.80
0	10/28/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		35.54
0	10/28/2010	General Fund	Vehicle Supplies	Catco Parts & Service Inc		123.26

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/28/2010	General Fund	Vehicle Supplies	Catco Parts & Service Inc		95.15
0	10/28/2010	Sanitary Sewer	Operating Supplies	MacQueen Equipment		2,519.04
0	10/28/2010	Sanitary Sewer	Operating Supplies	MacQueen Equipment		71.09
0	10/28/2010	Water Fund	Operating Supplies	MacQueen Equipment		214.84
0	10/28/2010	General Fund	Contract Maintenance Vehicles	Midway Ford Co		759.66
0	10/28/2010	General Fund	Operating Supplies	Intoximeters, Inc.		121.84
0	10/28/2010	General Fund	Operating Supplies	Uline		122.08
0	10/28/2010	General Fund	Operating Supplies	Uline		122.92
0	10/28/2010	Recreation Fund	Professional Services	Metro Volleyball Officials		1,017.50
0	10/28/2010	General Fund	Motor Fuel	Yocum Oil		9,514.82
0	10/28/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		27.00
0	10/28/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		19.79
0	10/28/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		14.41
0	10/28/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		73.72
0	10/28/2010	General Fund	Vehicle Supplies	Factory Motor Parts, Co.		166.78
0	10/28/2010	Police - DWI Enforcement	Professional Services	Erickson, Bell, Beckman & Quinn P.A.		1,400.00
0	10/28/2010	Police - DWI Enforcement	Professional Services	Erickson, Bell, Beckman & Quinn P.A.		787.50
0	10/28/2010	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn P.A.		11,240.00
0	10/28/2010	General Fund	Miscellaneous	Erickson, Bell, Beckman & Quinn P.A.		12,602.00
0	10/28/2010	Recreation Fund	Memberships & Subscriptions	DMX Music, Inc.		146.63
0	10/28/2010	Police Forfeiture Fund	Professional Services	Emergency Apparatus Maint. Inc		544.27
0	10/28/2010	Police Forfeiture Fund	Use Tax Payable	Emergency Apparatus Maint. Inc		-6.48
0	10/28/2010	P & R Contract Maintenance	Utilities	Xcel Energy		4,429.39
0	10/28/2010	General Fund	Utilities	Xcel Energy		91.06
0	10/28/2010	Sanitary Sewer	Utilities	Xcel Energy		847.89
0	10/28/2010	Recreation Fund	Utilities	Xcel Energy		11,112.22
0	10/28/2010	General Fund	Utilities	Xcel Energy		1,546.50
0	10/28/2010	Storm Drainage	Utilities	Xcel Energy		133.27
0	10/28/2010	General Fund	Utilities	Xcel Energy		1,543.09
0	10/28/2010	Sanitary Sewer	Operating Supplies	McMaster-Carr Supply Co		94.74
0	10/28/2010	Sanitary Sewer	Use Tax Payable	McMaster-Carr Supply Co		-6.09
0	10/28/2010	Sanitary Sewer	Operating Supplies	MacQueen Equipment		-985.22
0	10/28/2010	Golf Course	Merchandise For Sale	Hornungs Pro Golf Sales, Inc.		135.02
0	10/28/2010	Water Fund	Operating Supplies	Grainger Inc		27.27
0	10/28/2010	Recreation Fund	Operating Supplies	Grainger Inc		53.13
0	10/28/2010	Recreation Fund	Operating Supplies	Grainger Inc		14.75
0	10/28/2010	General Fund	Vehicle Supplies	Grainger Inc		37.90
0	10/28/2010	General Fund	Operating Supplies	ARAMARK Services		12.72
0	10/28/2010	General Fund	Op Supplies - City Hall	Eagle Clan, Inc		445.62
0	10/28/2010	General Fund	Operating Supplies City Garage	Eagle Clan, Inc		13.36
0	10/28/2010	General Fund	Operating Supplies City Garage	Eagle Clan, Inc		50.12
0	10/28/2010	General Fund	Operating Supplies City Garage	Eagle Clan, Inc		-48.31
0	10/28/2010	General Fund	Op Supplies - City Hall	Eagle Clan, Inc		378.98
0	10/28/2010	General Fund	Operating Supplies	Streicher's		32.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
0	10/28/2010	Police Forfeiture Fund	Professional Services	Streicher's		53.42
0	10/28/2010	Police Forfeiture Fund	Professional Services	Streicher's		2,417.30
0	10/28/2010	Police Forfeiture Fund	Professional Services	Streicher's		801.56
0	10/28/2010	Police Forfeiture Fund	Professional Services	Streicher's		2,997.87
0	10/28/2010	Police Forfeiture Fund	Professional Services	Streicher's		2,313.83
0	10/28/2010	Police Forfeiture Fund	Professional Services	Streicher's		1,025.36
0	10/28/2010	General Fund	Operating Supplies	Streicher's		80.98
0	10/28/2010	General Fund	Operating Supplies	Streicher's		642.00
0	10/28/2010	General Fund	Vehicle Supplies	Fastenal Company Inc.		467.42
0	10/28/2010	Storm Drainage	Operating Supplies	ESS Brothers & Sons, Inc.		1,300.67
0	10/28/2010	General Fund	Office Supplies	Innovative Office Solutions		17.35
0	10/28/2010	General Fund	Office Supplies	Innovative Office Solutions		105.53
0	10/28/2010	General Fund	Office Supplies	Innovative Office Solutions		4.53
0	10/28/2010	Recreation Fund	Office Supplies	Innovative Office Solutions		112.68
0	10/28/2010	Water Fund	Office Supplies	Innovative Office Solutions		4.53
0	10/28/2010	Community Development	Office Supplies	Innovative Office Solutions		17.36
0	10/28/2010	Storm Drainage	Office Supplies	Innovative Office Solutions		4.53
0	10/28/2010	General Fund	Contract Maintenance Vehicles	MacQueen Equipment		1,056.54
0	10/28/2010	Water Fund	Operating Supplies	MacQueen Equipment		144.69
0	10/28/2010	Recreation Fund	Contract Maintenance	Green View Inc.		1,893.70
Check Total:						298,442.20
60418	10/21/2010	General Fund	Clothing	Aspen Mills Inc.		17.63
60418	10/21/2010	General Fund	Clothing	Aspen Mills Inc.		108.85
60418	10/21/2010	General Fund	Clothing	Aspen Mills Inc.		44.95
60418	10/21/2010	General Fund	Clothing	Aspen Mills Inc.		549.80
60418	10/21/2010	General Fund	Clothing	Aspen Mills Inc.		528.80
60418	10/21/2010	General Fund	Clothing	Aspen Mills Inc.		540.25
60418	10/21/2010	General Fund	Clothing	Aspen Mills Inc.		262.40
Check Total:						2,052.68
60419	10/21/2010	Community Development	Building Surcharge	Asphalt & Concrete By Knox		1.12
60419	10/21/2010	Community Development	Building Permits	Asphalt & Concrete By Knox		76.63
Check Total:						77.75
60420	10/21/2010	Contracted Engineering Svcs	Deposits	Aust Construction Co.		3,000.00
Check Total:						3,000.00
60421	10/21/2010	Contracted Engineering Svcs	Deposits	Bald Eagle Builders		3,000.00
Check Total:						3,000.00
60422	10/21/2010	General Fund	Vehicle Supplies	Batteries Plus, Inc.		17.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						17.07
60423	10/21/2010	Recreation Fund	Professional Services	Bill Cagley		160.00
Check Total:						160.00
60424	10/21/2010	Pathway Maintenance Fund	Operating Supplies	Cemstone Products Co, Inc.		300.00
60424	10/21/2010	Storm Drainage	Operating Supplies	Cemstone Products Co, Inc.		563.55
Check Total:						863.55
60425	10/21/2010	Boulevard Landscaping	Operating Supplies	Central Landscape Supply		309.09
Check Total:						309.09
60426	10/21/2010	Solid Waste Recycle	Operating Supplies	Chinook Book		110.00
Check Total:						110.00
60427	10/21/2010	General Fund	Contract Maintenance Vehicles	Clarey's Safety Equipment Inc		507.09
Check Total:						507.09
60428	10/21/2010	Community Development	Professional Services	Cunningham Group Architecture, PA		1,750.00
Check Total:						1,750.00
60429	10/21/2010	Recreation Fund	Professional Services	Dex Media East LLC		41.94
60429	10/21/2010	Golf Course	Advertising	Dex Media East LLC		41.94
Check Total:						83.88
60430	10/21/2010	General Fund	Professional Services	Mildred Deziel		41.25
Check Total:						41.25
60431	10/21/2010	General Fund	211200 - Financial Support	Discover Bank		281.16
Check Total:						281.16
60432	10/21/2010	General Fund	211200 - Financial Support	Diversified Collection Services, Inc.		210.24
Check Total:						210.24
60433	10/21/2010	General Fund	Operating Supplies	Fast Signs		64.13
Check Total:						64.13
60434	10/21/2010	General Fund	Contract Maintenance	Fire & Police Selection, Inc.		172.60
60434	10/21/2010	General Fund	209001 - Use Tax Payable	Fire & Police Selection, Inc.		-11.10

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						161.50
60435	10/21/2010	Storm Drainage	Operating Supplies	Fra-Dor Inc.		195.33
60435	10/21/2010	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.		195.33
Check Total:						390.66
60436	10/21/2010	Recreation Fund	Fee Program Revenue	Anne Hanson		34.00
60436	10/21/2010	Recreation Fund	Fee Program Revenue	Anne Hanson		2.00
60436	10/21/2010	Recreation Fund	Collected Insurance Fee	Anne Hanson		2.00
Check Total:						38.00
60437	10/21/2010	General Fund	Vehicle Supplies	HealthEast Vehicle Services		128.20
Check Total:						128.20
60438	10/21/2010	General Fund	Employer Insurance	Healthpartners		900.00
60438	10/21/2010	General Fund	211406 - Medical Ins Employer	Healthpartners		68,538.26
60438	10/21/2010	General Fund	211400 - Medical Ins Employee	Healthpartners		7,962.82
60438	10/21/2010	General Fund	211400 - Medical Ins Employee	Healthpartners		18,409.27
Check Total:						95,810.35
60439	10/21/2010	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956		350.28
Check Total:						350.28
60440	10/21/2010	General Fund	Professional Services	ISS Facility Services-Minneapolis, Inc.		4,090.88
60440	10/21/2010	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapolis, Inc.		798.23
60440	10/21/2010	General Fund	Contractual Maint. - Vehicles	ISS Facility Services-Minneapolis, Inc.		399.11
60440	10/21/2010	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapolis, Inc.		598.67
60440	10/21/2010	License Center	Contract Maintenance	ISS Facility Services-Minneapolis, Inc.		498.89
60440	10/21/2010	General Fund	Contract Maint. - City Garage	ISS Facility Services-Minneapolis, Inc.		1,095.47
Check Total:						7,481.25
60441	10/21/2010	General Fund	Operating Supplies	Konrad Material Sales, LLC.		984.32
Check Total:						984.32
60442	10/21/2010	Recreation Fund	Fee Program Revenue	Ann Kordosky		81.25
Check Total:						81.25
60443	10/21/2010	Water Fund	Accounts Payable	SARAH LEONARD		91.71
Check Total:						91.71
60444	10/21/2010	General Fund	210600 - Union Dues Deduction	Local Union 49		850.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						850.50
60445	10/21/2010	Recreation Fund	Fee Program Revenue	Jodi Marchio		50.00
Check Total:						50.00
60446	10/21/2010	Boulevard Landscaping	Operating Supplies	MIDC Enterprises		199.43
Check Total:						199.43
60447	10/21/2010	General Fund	209001 - Use Tax Payable	Mn Dept of Commerce		-18.62
60447	10/21/2010	General Fund	Vehicle Supplies	Mn Dept of Commerce		305.10
60447	10/21/2010	Pathway Maintenance Fund	Contract Maintenance	Mn Dept of Commerce		150.00
60447	10/21/2010	Water Fund	Accounts Payable	Mn Dept of Commerce		791.18
Check Total:						1,227.66
60448	10/21/2010	Community Development	Deposits	Moser Homes, Inc.		750.00
Check Total:						750.00
60449	10/21/2010	Golf Course	Contract Maintenance	Nardini Fire Equipment Co, Inc		118.03
60449	10/21/2010	Information Technology	Contract Maintenance	Nardini Fire Equipment Co, Inc		200.00
Check Total:						318.03
60450	10/21/2010	Golf Course	Contract Maintenance	On Site Sanitation, Inc.		40.61
Check Total:						40.61
60451	10/21/2010	License Center	Office Supplies	Pakor, Inc.		60.88
60451	10/21/2010	License Center	Use Tax Payable	Pakor, Inc.		-3.92
Check Total:						56.96
60452	10/21/2010	General Fund	Contract Maintenance	Penguin Communications, LLC		828.00
Check Total:						828.00
60453	10/21/2010	Telecommunications	Postage	Postmaster- Cashier Window #5		2,600.00
Check Total:						2,600.00
60454	10/21/2010	General Fund	211401- HSA Employee	Premier Bank		1,786.15
60454	10/21/2010	General Fund	211405 - HSA Employer	Premier Bank		3,770.77
Check Total:						5,556.92
60455	10/21/2010	Telephone	St. Anthony Telephone	Qwest		90.62
60455	10/21/2010	Telephone	St. Anthony Telephone	Qwest		56.00
60455	10/21/2010	Telephone	St. Anthony Telephone	Qwest		198.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60455	10/21/2010	Telephone	St. Anthony Telephone	Qwest		298.62
60455	10/21/2010	Telephone	Telephone	Qwest		172.11
60455	10/21/2010	Telephone	Telephone	Qwest		641.26
60455	10/21/2010	Telephone	Telephone	Qwest		641.26
60455	10/21/2010	Telephone	Telephone	Qwest		641.26
60455	10/21/2010	Telephone	Telephone	Qwest		86.06
60455	10/21/2010	Telephone	Telephone	Qwest		641.26
60455	10/21/2010	Telephone	Telephone	Qwest		329.89
Check Total:						3,797.30
60456	10/21/2010	General Fund	Operating Supplies	Rapit Printing		269.96
Check Total:						269.96
60457	10/21/2010	Water Fund	Accounts Payable	DAVID ROSS		64.34
60457	10/21/2010	Storm Drainage	Accounts Payable	DAVID ROSS		0.20
60457	10/21/2010	Solid Waste Recycle	Accounts Payable	DAVID ROSS		0.24
Check Total:						64.78
60458	10/21/2010	General Fund	Operating Supplies	Sam's Club		654.97
Check Total:						654.97
60459	10/21/2010	Community Development	Building Permits	Sandra Simpson		215.16
Check Total:						215.16
60460	10/21/2010	Water Fund	Accounts Payable	SNELLING LIQUOR		11.77
Check Total:						11.77
60461	10/21/2010	General Fund	Operating Supplies	Staples Business Advantage, Inc.		311.19
Check Total:						311.19
60462	10/21/2010	General Fund	211200 - Financial Support	Steward, Zlimen & Jungers, LTD		68.90
Check Total:						68.90
60463	10/21/2010	General Fund	Professional Services	Sheila Stowell		138.00
60463	10/21/2010	General Fund	Professional Services	Sheila Stowell		8.70
Check Total:						146.70
60464	10/21/2010	General Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.		1,263.67
Check Total:						1,263.67
60465	10/21/2010	Boulevard Landscaping	Operating Supplies	Trugreen L.P.		347.36

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						347.36
60466	10/21/2010	Sanitary Sewer	Contract Maintenance	Upper Cut Tree Service		319.50
60466	10/21/2010	General Fund	Contract Maintenance	Upper Cut Tree Service		2,801.25
Check Total:						3,120.75
60467	10/21/2010	General Fund	Contract Maintenance	Verizon Wireless		130.10
Check Total:						130.10
60468	10/21/2010	Boulevard Landscaping	Operating Supplies	Versa-Lok, Corp.		147.17
Check Total:						147.17
60469	10/28/2010	General Fund	Training	1st District Domestic Violence Council		70.00
Check Total:						70.00
60470	10/28/2010	Information Technology	Contract Maintenance	Access Communications Inc		56.51
60470	10/28/2010	Information Technology	Contract Maintenance	Access Communications Inc		396.59
Check Total:						453.10
60471	10/28/2010	Police Forfeiture Fund	Professional Services	American Messaging		152.29
Check Total:						152.29
60472	10/28/2010	Community Development	Deposits	Aust Construction Co.		780.00
Check Total:						780.00
60473	10/28/2010	Water Fund	Professional Services	Automatic Systems Co		1,462.07
Check Total:						1,462.07
60474	10/28/2010	General Fund	Operating Supplies	Batteries Plus, Inc.		100.04
Check Total:						100.04
60475	10/28/2010	Information Technology	Operating Supplies	Baycom, Inc		4,989.00
Check Total:						4,989.00
60476	10/28/2010	Housing & Redevelopment Agency	Payment to Owners	Lois Berns		60.00
Check Total:						60.00
60477	10/28/2010	Storm Drainage	Operating Supplies	Biff's, Inc.		95.25
Check Total:						95.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60478	10/28/2010	Sanitary Sewer	Operating Supplies	Bituminous Roadways Inc		1,047.00
				Check Total:		1,047.00
60479	10/28/2010	P & R Contract Maintenance	Operating Supplies	BNSF Railway Company		500.00
				Check Total:		500.00
60480	10/28/2010	General Fund	Professional Services	Brighton Veterinary Hospital		1,300.00
				Check Total:		1,300.00
60481	10/28/2010	Housing & Redevelopment Agency	Payment to Owners	Irene Bussjaeger		60.00
				Check Total:		60.00
60482	10/28/2010	Housing & Redevelopment Agency	Payment to Owners	Monica Carlson		60.00
				Check Total:		60.00
60483	10/28/2010	Information Technology	Computer Equipment	CDW Government, Inc.		4,280.21
60483	10/28/2010	Info Tech/Contract Cities	St. Anthony Computer Equip	CDW Government, Inc.		611.46
60483	10/28/2010	Info Tech/Contract Cities	Vadnais Heights Capital Exp	CDW Government, Inc.		611.46
60483	10/28/2010	Info Tech/Contract Cities	Forest Lake Computer Equip	CDW Government, Inc.		611.46
				Check Total:		6,114.59
60484	10/28/2010	General Fund	Non Business Licenses - Pawn	City of Minneapolis Receivables		2,294.00
60484	10/28/2010	General Fund	Non Business Licenses - Pawn	City of Minneapolis Receivables		2,223.00
				Check Total:		4,517.00
60485	10/28/2010	Housing & Redevelopment Agency	Payment to Owners	Dwight Colby		60.00
				Check Total:		60.00
60486	10/28/2010	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair		2,449.44
				Check Total:		2,449.44
60487	10/28/2010	Information Technology	Operating Supplies	DC Group, Inc		662.26
				Check Total:		662.26
60488	10/28/2010	Recreation Fund	Professional Services	Sharon Eaton		240.00
				Check Total:		240.00
60489	10/28/2010	Water Fund	Professional Services	Electro Mechanical Services, Inc		386.25
60489	10/28/2010	Water Fund	Professional Services	Electro Mechanical Services, Inc		650.00
				Check Total:		1,036.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60490	10/28/2010	General Fund	Operating Supplies	EMP		133.91
					Check Total:	133.91
60491	10/28/2010	Recreation Fund	Building Rental	Angela Hardy		400.00
					Check Total:	400.00
60492	10/28/2010	General Fund	Contract Maintenance Vehicles	Harmon Auto Glass		197.91
					Check Total:	197.91
60493	10/28/2010	General Fund	Furniture & Fixtures	HealthEast Vehicle Services		2,852.07
60493	10/28/2010	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services		287.02
60493	10/28/2010	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services		75.94
					Check Total:	3,215.03
60494	10/28/2010	Housing & Redevelopment Agency	Payment to Owners	Shirley Heyer		60.00
					Check Total:	60.00
60495	10/28/2010	General Fund	Printing	Impressive Print		2,885.63
					Check Total:	2,885.63
60496	10/28/2010	Telephone	Telephone	Integra Telecom		277.34
					Check Total:	277.34
60497	10/28/2010	General Fund	Contract Maint. - City Garage	ISS Facility Services-Minneapolis, Inc.		1,095.47
					Check Total:	1,095.47
60498	10/28/2010	General Fund	Vehicle Supplies	Kimmes-Bauer Well Drilling, Inc.		89.24
60498	10/28/2010	General Fund	209001 - Use Tax Payable	Kimmes-Bauer Well Drilling, Inc.		-5.74
					Check Total:	83.50
60499	10/28/2010	General Fund	Operating Supplies	Language Line Services		81.58
					Check Total:	81.58
60500	10/28/2010	Risk Management	Training	League of MN Cities		15.00
					Check Total:	15.00
60501	10/28/2010	General Fund	Operating Supplies	LexisNexis Risk Data Mgmt, Inc.		53.50
					Check Total:	53.50
60502	10/28/2010	General Fund	Contract Maint. - City Hall	Life Safety Systems		240.00
60502	10/28/2010	General Fund	Contract Maint. - City Garage	Life Safety Systems		1,569.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
					Check Total:	1,809.00
60503	10/28/2010	General Fund	Operating Supplies	Lind Electronic Design Co, Inc.		15.98
					Check Total:	15.98
60504	10/28/2010	General Fund	Transportation	Darren Lindsey		18.00
					Check Total:	18.00
60505	10/28/2010	General Fund	Vehicle Supplies	M & M HYDRAULIC		72.23
					Check Total:	72.23
60506	10/28/2010	Police - DWI Enforcement	Professional Services	Mid America Auction, Inc.		1,166.00
					Check Total:	1,166.00
60507	10/28/2010	Recreation Fund	Professional Services	Michael Miller		3,975.00
					Check Total:	3,975.00
60508	10/28/2010	General Fund	Operating Supplies	Mn Sec of State-Notary		120.00
					Check Total:	120.00
60509	10/28/2010	General Fund	Operating Supplies	Morton Salt, Inc.		6,427.06
					Check Total:	6,427.06
60510	10/28/2010	Sanitary Sewer	Professional Services	Networkfleet, Inc.		89.85
					Check Total:	89.85
60511	10/28/2010	General Fund	Training	New Brighton Dept. of Public Safety		2,000.00
					Check Total:	2,000.00
60512	10/28/2010	General Fund	Operating Supplies	Newman Traffic Signs, Inc.		1,334.06
					Check Total:	1,334.06
60513	10/28/2010	General Fund	Miscellaneous	O'Day Equipment, LLC		930.00
					Check Total:	930.00
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		380.21
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		5,241.17
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		1,297.04
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		8,309.22
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		2,166.47
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		231.28

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		66.92
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		101.18
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		4,559.94
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		1,911.06
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		-1,493.28
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		1,565.08
60514	10/28/2010	Building Improvements	Skating Center MN Bonding Proj	Paragon Solutions Group, Inc.		91.00
Check Total:						24,427.29
60515	10/28/2010	General Fund	Contract Maintenance	Pavement Resources		3,500.00
Check Total:						3,500.00
60516	10/28/2010	General Fund	Operating Supplies	Petco Animal Supplies, Inc.		188.07
60516	10/28/2010	General Fund	Operating Supplies	Petco Animal Supplies, Inc.		96.17
60516	10/28/2010	General Fund	Operating Supplies	Petco Animal Supplies, Inc.		133.56
Check Total:						417.80
60517	10/28/2010	General Fund	Operating Supplies	Thomas Pitzl		12.05
Check Total:						12.05
60518	10/28/2010	Recreation Fund	Contract Maintenance	Printers Service Inc		126.00
60518	10/28/2010	Recreation Fund	Contract Maintenance	Printers Service Inc		371.31
Check Total:						497.31
60519	10/28/2010	Water Fund	Rental	Q3 Contracting, Inc.		320.95
Check Total:						320.95
60520	10/28/2010	Water Fund	Professional Services	Quality Cutting & Coring, Inc.		490.00
Check Total:						490.00
60521	10/28/2010	Telephone	Telephone	Qwest		38.98
60521	10/28/2010	Telephone	Telephone	Qwest		101.48
Check Total:						140.46
60522	10/28/2010	General Fund	Dispatching Services	Ramsey County		15,509.78
60522	10/28/2010	General Fund	Dispatching Services	Ramsey County		15,509.78
Check Total:						31,019.56
60523	10/28/2010	General Fund	Professional Services	Regents of the University of MN		732.39
Check Total:						732.39

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60524	10/28/2010	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge		165.10
Check Total:						165.10
60525	10/28/2010	Housing & Redevelopment Agency	Payment to Owners	June Smith		60.00
Check Total:						60.00
60526	10/28/2010	General Fund	Telephone	Sprint		225.33
60526	10/28/2010	Storm Drainage	Telephone	Sprint		267.64
60526	10/28/2010	General Fund	Telephone	Sprint		23.65
60526	10/28/2010	Sanitary Sewer	Telephone	Sprint		184.76
60526	10/28/2010	Recreation Fund	Telephone	Sprint		208.46
60526	10/28/2010	Recreation Fund	Telephone	Sprint		54.35
60526	10/28/2010	P & R Contract Maintenance	Telephone	Sprint		229.11
60526	10/28/2010	Golf Course	Telephone	Sprint		36.24
60526	10/28/2010	Community Development	Telephone	Sprint		142.67
60526	10/28/2010	General Fund	Telephone	Sprint		46.24
60526	10/28/2010	General Fund	Telephone	Sprint		23.10
60526	10/28/2010	General Fund	Telephone	Sprint		69.31
60526	10/28/2010	General Fund	Telephone	Sprint		197.69
60526	10/28/2010	General Fund	Telephone	Sprint		385.36
60526	10/28/2010	General Fund	Telephone	Sprint		487.26
Check Total:						2,581.17
60527	10/28/2010	General Fund	Miscellaneous	SRF Consulting Group, Inc.		4,090.38
Check Total:						4,090.38
60528	10/28/2010	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services		97.85
60528	10/28/2010	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services		77.60
60528	10/28/2010	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services		57.35
60528	10/28/2010	Water Fund	St. Paul Water	St. Paul Regional Water Services		345,607.45
Check Total:						345,840.25
60529	10/28/2010	General Fund	Operating Supplies	Staples Business Advantage, Inc.		40.46
60529	10/28/2010	General Fund	Operating Supplies	Staples Business Advantage, Inc.		157.36
60529	10/28/2010	General Fund	Operating Supplies	Staples Business Advantage, Inc.		70.52
Check Total:						268.34
60530	10/28/2010	General Fund	Professional Services	State of MN BCA		840.00
Check Total:						840.00
60531	10/28/2010	General Fund	Professional Services	Sheila Stowell		4.35
60531	10/28/2010	General Fund	Professional Services	Sheila Stowell		299.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
60531	10/28/2010	Community Development	Professional Services	Sheila Stowell		207.00
60531	10/28/2010	Community Development	Professional Services	Sheila Stowell		4.35
Check Total:						514.70
60532	10/28/2010	General Fund	Operating Supplies	Suburban Ace Hardware		4.25
60532	10/28/2010	General Fund	Operating Supplies	Suburban Ace Hardware		4.58
60532	10/28/2010	General Fund	Operating Supplies	Suburban Ace Hardware		9.07
60532	10/28/2010	Police Forfeiture Fund	Professional Services	Suburban Ace Hardware		36.33
60532	10/28/2010	General Fund	Operating Supplies	Suburban Ace Hardware		68.88
60532	10/28/2010	General Fund	Operating Supplies	Suburban Ace Hardware		3.20
60532	10/28/2010	General Fund	Operating Supplies	Suburban Ace Hardware		3.20
Check Total:						129.51
60533	10/28/2010	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.		528.48
Check Total:						528.48
60534	10/28/2010	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.		785.96
60534	10/28/2010	Pathway Maintenance Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.		1,206.33
60534	10/28/2010	Sanitary Sewer	Operating Supplies	T. A. Schifsky & Sons, Inc.		197.45
60534	10/28/2010	Storm Drainage	Operating Supplies	T. A. Schifsky & Sons, Inc.		1,143.49
Check Total:						3,333.23
60535	10/28/2010	Housing & Redevelopment Agency	Payment to Owners	Lorrain Thone		60.00
Check Total:						60.00
60536	10/28/2010	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove		90.84
60536	10/28/2010	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove		90.84
Check Total:						181.68
60537	10/28/2010	Water Fund	Professional Services	Twin City Water Clinic, Inc.		320.00
Check Total:						320.00
60538	10/28/2010	General Fund	Operating Supplies	Uniforms Unlimited, Inc.		211.57
60538	10/28/2010	General Fund	Clothing	Uniforms Unlimited, Inc.		17.08
Check Total:						228.65
60539	10/28/2010	Sanitary Sewer	Operating Supplies	United Rentals Northwest, Inc.		46.81
Check Total:						46.81
60540	10/28/2010	Recreation Fund	Operating Supplies	US Bank		200.00

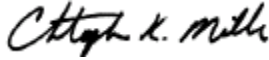
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Void	Amount
Check Total:						200.00
60541	10/28/2010	General Fund	Vehicle Supplies	Valley National Gases		51.03
Check Total:						51.03
60542	10/28/2010	TIF District #17-Twin Lakes	P-SS-ST-W-10-17 Contractor Pay	Veit & Company, Inc.		392,692.30
Check Total:						392,692.30
60543	10/28/2010	Water Fund	Other Improvements	Water Conservation Service, Inc.		580.00
Check Total:						580.00
60544	10/28/2010	Community Development	Building Surcharge	Zell Plumbing		5.00
60544	10/28/2010	Community Development	Plumbing Permits	Zell Plumbing		59.60
Check Total:						64.60
Report Total:						1,356,377.38

REQUEST FOR COUNCIL ACTION

Date: 11/08/2010
Item No.: 7.b

Department Approval

City Manager Approval



Item Description: Set a Public Hearing for 2011 Liquor License Renewals

Background

Staff is in the process of renewing all liquor licenses for the year 2010. The licenses to be renewed include, (10) Off Sale Intoxicating (maximum of 10 allowed by City ordinance), (18) On Sale 3.2 Non-Intoxicating Malt Liquor (10) Off Sale 3.2 Non-Intoxicating Malt Liquor (26) On Sale Intoxicating, (4) Club and (12) Wine (City ordinance or state statute do not limit the number of the last five types of licenses). A public hearing needs to be established for the November 22, 2010 council meeting for the consideration of the renewal of these licenses.

Financial Implications

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

Council Action

Set public hearing on November 22, 2010 and consider approving/denying the renewal of the following liquor licenses for calendar year 2011:

On-Sale & Special Sunday Liquor Sales

Applebee's Neighborhood Grill & Bar
Buffalo Wild Wings Grill & Bar
California Pizza Kitchen
Chili's Grill & Bar
Don Pablo's
Olive Garden
Red Lobster
Granite City Food & Brewery
Courtyard by Marriott
Khan's Mongolian Barbeque
Joe Senser's Sports Grill & Bar
Radisson Roseville
Green Mill
Ol Mexico
Outback Steakhouse
Ruby Tuesday
TGI Friday's
Old Chicago
Romano's Macaroni Grill
Big Bowl
La Casita
Flame Cooking with Fire
Grumpy's Bar and Grill
Osaka
Joe's Crab Shack
Sczechuan

On-Sale Club & Special Sunday Liquor Sales

B-Dale Club
Midland Hills Country Club
Rosetown Memorial Post #542
Roseville VFW #7555

Wine

Byerly's
Chipotle
Famous Dave's BBQ Shack
Good Earth Restaurant
D'Amico & Sons
Keys Café & Bakery
Smashburger
Szechuan
ZPizza
Fuddruckers
Noodles & Company
Café Zia

Off-Sale

Cellars Wines & Spirits
Fairview Liquor Mart
Hamline Liquors
Network Liquors
Chucho Liquor
Rainbow Foods
Tower Glen Liquor
Love From Minnesota
Snelling Liquor
MGM Wine & Spirits

On-Sale 3.2 Non-Intoxicating

Aurelio's Pizza
Byerly's
Chipolte

- 1 Countryside Family Restaurant
- 2 Davanni's
- 3 Famous Dave's BBQ Shack
- 4 Good Earth
- 5 India Palace
- 6 Royal Orchid Restaurant
- 7 Cederholm Golf Course
- 8 New Hong Kong Wok
- 9 Noodles & Company
- 10 ZPizza
- 11 Fuddruckers
- 12 Smashburger
- 13 Keys Café & Bakery
- 14 Szechuan
- 15 Café Zia
- 16 **Off-Sale 3.2 Non-Intoxicating**
- 17 Rainbow Foods #26
- 18 Roseville Winner
- 19 Superamerica #4115
- 20 Superamerica #4502
- 21 Superamerica #4210
- 22 Superamerica #4520
- 23 Cub
- 24 Target T-2101
- 25 Amarose Convenience Store
- 26 Adam's Food & Fuel

REQUEST FOR COUNCIL ACTION

Date: 11/08/10
Item No.: 7.c

Department Approval



City Manager Approval



Item Description: Approve Drainage Easements for Rosewood Wetland and Midland Hills Road Drainage Improvements

BACKGROUND

On October 25, 2010, the City Council awarded the Rosewood Wetland and Midland Hills Drainage Improvements project to Minnesota Dirt Works, Inc. This award was contingent upon the acquisition of three additional easements: two from the Midland Hills Country Club (MHCC) and one from a private property owner.

At their board meeting on October 21, 2010, the MHCC board approved the two easements requested for improvements that will be made on their property. The improvements include the expansion of an existing wetland onto MHCC property, and the construction of an underground storage chamber that will be constructed within right-of-way and on MHCC property.

City staff has worked with the MHCC to ensure that the proposed wetland expansion and underground storage chamber does not impact the golf course, and that valued trees are protected whenever possible. Staff will continue to work with MHCC during construction to keep them informed of the project schedule and address any concerns if they arise.

City staff and the City Attorney are working with the remaining property owner to obtain the easement needed in order to complete this project. This document will be brought to the City Council for approval once it is executed.

POLICY OBJECTIVE

In 2007, the Walsh Lake subwatershed was added as a problem area to the City's Comprehensive Surface Water Management Plan (CSWMP.) One of the goals from the City's CSWMP is to provide flood protection for all residents and structures as well as protect the integrity of conveyance channels and storm water detention areas. This project is also consistent with City water quality goals.

FINANCIAL IMPACTS

No compensation was given to the MHCC for these easements. The City will incur maintenance costs for the wetland and underground storage chamber. The maintenance costs will be funded from the Storm Sewer Infrastructure Fund.

REQUESTED COUNCIL ACTION

Motion approving drainage easements from the Midland Hills Country Club for the Rosewood Wetland and Midland Hills Road Drainage Improvements.

Prepared by: **Kristine Giga, Civil Engineer**

Attachments: A: Midland Hills Country Club easement- wetland expansion
B: Midland Hills Country Club easement- underground storage chamber

DRAINAGE & PONDING EASEMENT

Midland Hills Country Club, a Minnesota non-profit corporation ("Grantor"), hereby conveys a perpetual easement to the City of Roseville, a Minnesota municipal corporation ("Grantee"), under the terms set forth herein.

WITNESSETH

WHEREAS, Grantor is the owner in fee of certain real property (the "Subject Property") located in Ramsey County, Minnesota, legally described as follows:

Lots 17, 18 and 19, Block 3, ROSEWOOD, according to the recorded plat thereof, Ramsey County, Minnesota.

WHEREAS, Grantor and Grantee desire to provide for an easement in perpetuity on, over, under and across a portion of the Subject Property in favor of Grantee for drainage and ponding purposes, including the construction and operation of an underground stormwater chamber, a biofiltration basin, and appurtenances on, over, under and across the Subject Property.

NOW THEREFORE, in consideration of the premises, the parties agree as follows.

1. Grantor hereby grants to Grantee an easement in perpetuity on, over, under and across that real property located within the Subject Property legally described as follows and as depicted in Exhibit A (the "Easement Area"):

That part of Lots 17, 18 and 19, Block 3, ROSEWOOD, according to the recorded plat thereof, Ramsey County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 17; thence North 00 degrees 17 minutes 06 seconds West, assumed bearing along the east line of said Lot 17, a distance of 5.20 feet to the point of beginning; thence North 89 degrees 45 minutes 02 seconds West, 21.91 feet; thence North 02 degrees 49 minutes 58 seconds West, 174.63 feet; thence North 07 degrees 36 minutes 27 seconds East, 24.90 feet; thence North 27 degrees 29 minutes 16 seconds East,

68.22 feet to the easterly line of said Lot 19; thence southerly along the easterly lines of said Lots 19, 18 and 17, a distance of 265.77 feet to the point of beginning.

2. Grantor warrants that it is the owner of the property containing the Easement Area, and has the right, title and capacity to convey to the Grantee the Easement herein.

3. The easement in perpetuity granted herein is for flowage, drainage and ponding purposes within the Easement Area and allows Grantee to use the Easement Area to construct an underground stormwater chamber, a biofiltration basin and appurtenances to store, pond and drain water on, over, under and across the Easement Area. Grantee shall construct, use, operate, inspect, maintain and repair the underground stormwater chamber, biofiltration basin and associated utility improvements. Once the stormwater chamber, biofiltration basin and associated utility improvements have been constructed the Grantee shall sod the Easement Area. Thereafter, the Grantor shall maintain the sod by regularly mowing and watering the sodded area; provided however, the Grantee shall repair and restore any sod damaged by the Grantee resulting from the exercise of its easement rights hereunder.

4. For the purposes described in paragraph 3 within the Easement Area, Grantee may operate motorized and non-motorized vehicles and equipment; temporarily store equipment and materials; temporarily stockpile soil, sediment and debris; place and erect temporary structures; and conduct all other activities necessary or convenient for those purposes. Grantee shall have access to the Easement Area at all times in order to conduct any activity authorized under this Easement.

5. For all purposes of this Agreement including the initial construction contemplated herein, Grantee shall access the Easement Area from Midland Hills Road.

6. Grantor may use the Easement Area for any purpose that does not diminish the hydraulic capacity of the stormwater chamber and biofiltration basin and does not interfere with activities of Grantee under this Easement.

7. Grantee shall not damage any trees, turf, fencing or other personal property of Grantor located on that portion of the Subject Property which is outside the Easement Area. Any damage to the personal property of Grantor located on that portion of the Subject Property which is outside the Easement Area, caused by Grantee's use of the Easement Area, shall be promptly repaired and restored to the condition, to the extent reasonably possible, which existed prior to such damage, at Grantee's sole expense. Grantee shall maintain the stormwater chamber and biofiltration basin in the Easement Area so as to prevent erosion or other damage to that portion of the Subject Property which is outside the Easement Area.

8. The easement granted and conveyed herein shall be perpetual, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

9. If either Grantee or Grantor shall default with respect to any of its obligations set forth herein (including its maintenance obligations) and shall fail within thirty (30) days after

receipt of written notice from the other to cure such default, then the non-defaulting party shall, in addition to all other rights and remedies it may have at law or in equity, have the right, at its election, but not the obligation, to cure such default and be reimbursed by the defaulting party for its reasonable expense incurred in curing such default. The thirty day cure period shall be extended if the defaulting party cannot cure within the thirty day period, but is proceeding diligently to correct the default.

10. Grantee shall, subject to the provisions of Minnesota Statutes Chapter 466, defend, indemnify and hold harmless the Grantor from any claims, damages, suits or other assertions of liability against Grantor as a result of any of Grantee's activities on the Easement Area.

11. If at any time Grantee shall discontinue its use of the Easement Area for purposes described in Provision 3 above, Grantee shall remove the stormwater chamber, biofiltration basin and associated utility improvements installed by the Grantee from the Easement Area and this easement shall be terminated by a termination of easement agreement executed by both parties in recordable form. Upon such occurrence, Grantee's rights herein shall be terminated and of no further force and effect.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date set forth above.

GRANTOR: Midland Hills Country Club,
a Minnesota non-profit corporation.

By: [Signature]
Its President

By: [Signature]
Its GM/COO

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 28 day of Oct, 2010, by Randall W Sayers, the President of Midland Hills Country Club, a Minnesota non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 28 day of Oct, 2010, by Tim Ivory, the GM/COO of Midland Hills Country Club, a Minnesota non-profit corporation, on behalf of said corporation.



[Signature]
Notary Public

GRANTEE: City of Roseville, a
Minnesota municipal corporation

By: _____
Its Mayor

By: _____
Its City Manager

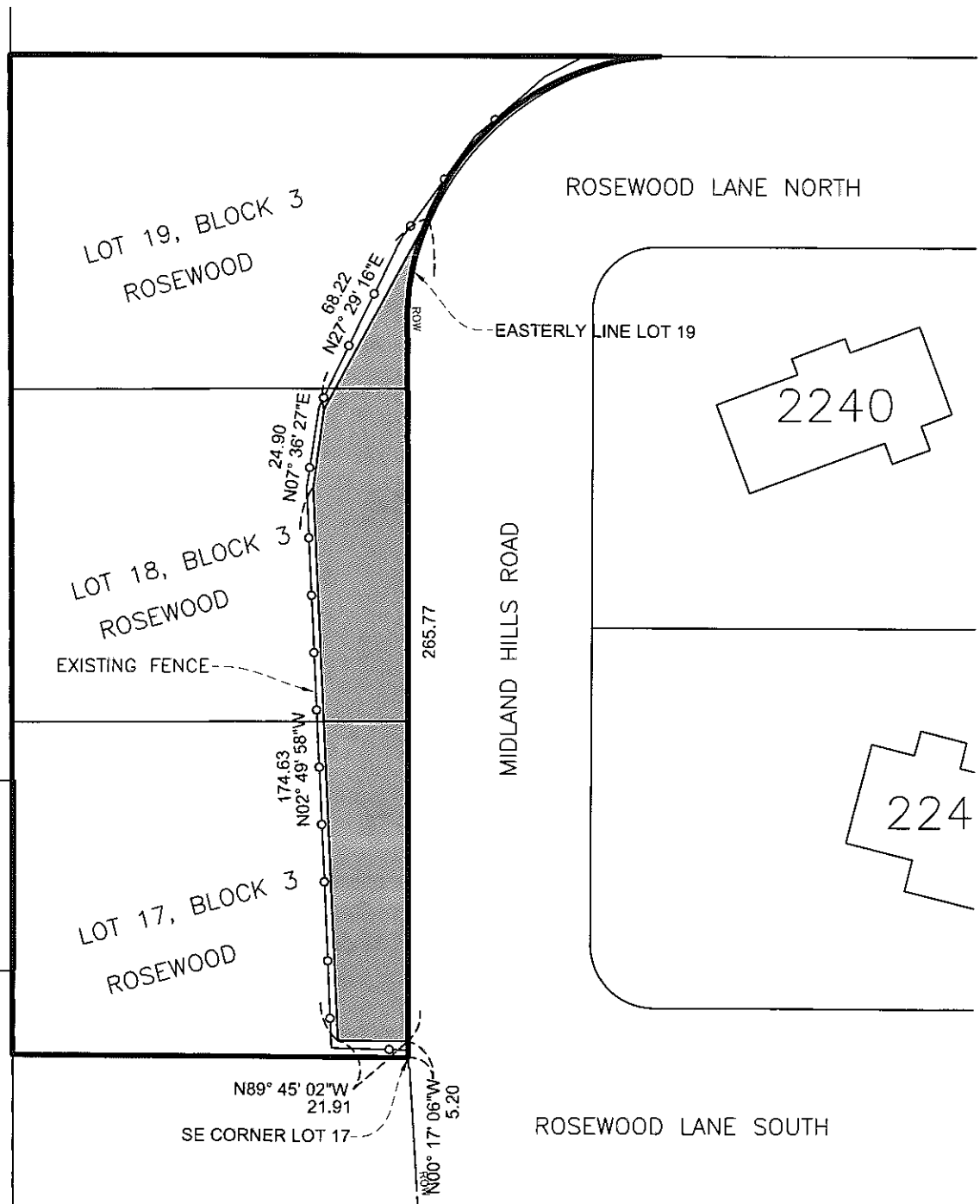
STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2010, by _____ and _____,
the Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on
behalf of said corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Roseville
Engineering Department
2660 Civic Center Drive
Roseville, MN 55113

City Project No. ST-08-13



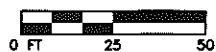
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA

STEVEN V. ISCHE

DATE: 6/8/10 REG. NO. 22703



PROPOSED PERMANENT UTILITY, DRAINAGE AND PONDING EASEMENT. AREA=5876 SQ FT



Prepared by:



701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
www.wsbg.com

INFRASTRUCTURE • ENGINEERING • PLANNING • CONSTRUCTION

**Rosewood Pond & Midland Hills Road
Drainage Improvements**

**EASEMENT EXHIBIT
LOT 17, 18, 19, BLOCK 3, ROSEWOOD
ROSEVILLE, MINNESOTA**

WSB Project No. 1797-02

Date: 6/8/10

PARCEL 1

DRAINAGE & PONDING EASEMENT

Midland Hills Country Club, a Minnesota non-profit corporation, ("Grantor"), hereby conveys a perpetual easement to the City of Roseville, a Minnesota municipal corporation ("Grantee"), under the terms set forth herein.

WITNESSETH

WHEREAS, Grantor is the owner in fee of certain real property (the "Subject Property") located in Ramsey County, Minnesota, legally described as follows:

The North Half of the Northeast Quarter of Section 17, Township 29, Range 23, and that part of Section 17, Township 29, Range 23, all in Ramsey County, Minnesota, described as follows: Commencing at a point on the North line of said Section 17, 48 rods (792 feet) East of the Northwest corner thereof; thence East 62 rods (1023 feet); thence South 48 rods (792 feet); thence East 50 rods (825 feet); thence South 72 rods (1188 feet); thence West 112 rods (1848 feet); thence North to the place of beginning.

AND

The North 17 feet of Lots 3, 4, 5 and 6, BOARDMAN'S FIVE ACRE LOTS, together with that part of the vacated 33-foot-wide street that abuts the northern boundary of said Lots 3, 4, 5 and 6, that lies between the northerly extension of the west line of said Lot 6 and the northerly extension of the east line of said Lot 3.

WHEREAS, Grantor and Grantee desire to provide for an easement in perpetuity over a portion of the Subject Property in favor of Grantee for the purpose of maintaining a stormwater pond across the Subject Property.

NOW THEREFORE, in consideration of the premises, the parties agree as follows.

1. Grantor hereby grants to Grantee an easement in perpetuity over, under and across that real property located within the Subject Property legally described as follows and as depicted in Exhibit A (the "Easement Area"):

Commencing at the northwest corner of Lot 18, Block 1, ROSEWOOD, according to said plat on file and of record in the office of the County Recorder, Ramsey County, Minnesota; thence South 89 degrees 58 minutes 26 seconds East, assumed bearing along the north line of said Block 1, 115.70 feet, to the point of beginning; thence North 59 degrees 29 minutes 48 seconds East, 53.06 feet; thence North 59 degrees 24 minutes 33 seconds East, 48.56 feet; thence South 79 degrees 44 minutes 56 seconds East, 99.13 feet; thence North 87 degrees 19 minutes 27 seconds East, 124.56 feet; thence North 50 degrees 19 minutes 12 seconds East, 115.15 feet; thence South 75 degrees 50 minutes 29 seconds East, 38.28 feet; thence South 50 degrees 35 minutes 15 seconds East, 57.12 feet; thence South 24 degrees 10 minutes 05 seconds West, 74.44 feet, to the North line of said Block 1; thence North 89 degrees 58 minutes 26 seconds West, along said north line of Block 1, 448.88 feet, to the point of beginning.

2. Grantor warrants that it is the owner of the property containing the Easement Area, and has the right, title and capacity to convey to the Grantee the Easement herein.

3. The easement in perpetuity granted herein is for flowage, drainage and ponding purposes within the Easement Area and allows Grantee to use the Easement Area to construct, maintain, inspect, and repair a stormwater pond on, over, across and through the Easement Area.

4. For the purposes described in paragraph 3 within the Easement Area, Grantee may operate motorized and non-motorized vehicles and equipment; temporarily store equipment and materials; temporarily stockpile soils, sediment and debris; place and erect temporary structures; and conduct all other activities necessary or convenient for those purposes. Grantee shall repair any damage to the Subject Property adjacent to the Easement Area caused by its activity on the Easement Area during the initial construction as well as to maintain, repair or reconstruct the stormwater pond contained in the Easement Area. Grantee may cross and recross the Easement Area at reasonable times and locations in order to conduct any activity authorized under this Easement.

5. For all purposes of this Agreement including the initial construction contemplated herein, Grantee shall access the Easement Area from Rosewood Lane North.

6. Grantor may use the Easement Area for any purpose that does not diminish the hydraulic capacity of the stormwater pond and does not interfere with activity of Grantee under this Easement.

7. Grantee shall not damage any trees, turf or other personal property of Grantor located outside the Easement Area. Any damage to the personal property of Grantor located outside the Easement Area, caused by Grantee's use of the Easement Area, shall be promptly repaired and restored to the condition prior to the damage at Grantee's sole expense. Grantee shall maintain the stormwater pond in the Easement Area so as to prevent erosion or other damage to the Subject Property outside the Easement Area.

8. This Easement is perpetual; shall run with and burden the Subject Property; and shall inure to the benefit of and be binding upon the parties hereto and their representatives, heirs, successors and assigns.

9. If either Grantee or Grantor shall default with respect to any of its obligations set forth herein (including its maintenance obligations) and shall fail within thirty (30) days after receipt of written notice from the other to cure such default, then the non-defaulting party shall have the right, at its election, but not the obligation, and in addition to such other rights and remedies that it may have at law or in equity, to cure such default and be reimbursed by the defaulting party for its reasonable expense. The thirty day cure period shall be extended if the defaulting party cannot cure within the thirty day period, but is proceeding diligently to correct the default.

10. Notwithstanding anything to the contrary contained herein, if at any time Grantee shall discontinue its use of the Easement Area for flowage, drainage or ponding purposes, Grantee shall remove all pipes, drains and other utility improvements installed by the Grantee from the Easement Area and this easement shall be terminated by a termination of easement agreement executed by both parties in recordable form. Upon such occurrence, Grantee's rights herein shall be terminated and of no further force and affect.

IN WITNESS WHEREOF, the parties have signed this Easement as of the date set forth above.

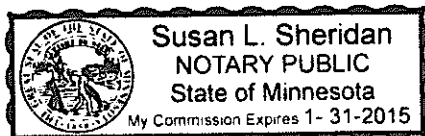
GRANTOR: Midland Hills Country Club, a Minnesota non-profit corporation.

By: *Randall W. Sayers*
Its President

By: *Tim Ivory*
Its GM/COO

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss.

The foregoing instrument was acknowledged before me this 28 day of Oct, 2010, by Randall W. Sayers, the President of Midland Hills Country Club, a Minnesota non-profit corporation, on behalf of said corporation.



Susan L. Sheridan
Notary Public

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss.

The foregoing instrument was acknowledged before me this 28 day of Oct, 2010, by Tim Ivory, the GM/COO of Midland Hills Country Club, a Minnesota non-profit corporation, on behalf of said corporation.



Susan L. Sheridan
Notary Public

GRANTEE: City of Roseville, a
Minnesota municipal corporation.

By: _____
Its Mayor

By: _____
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2010, by _____ and _____, the
Mayor and City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf
of said corporation.

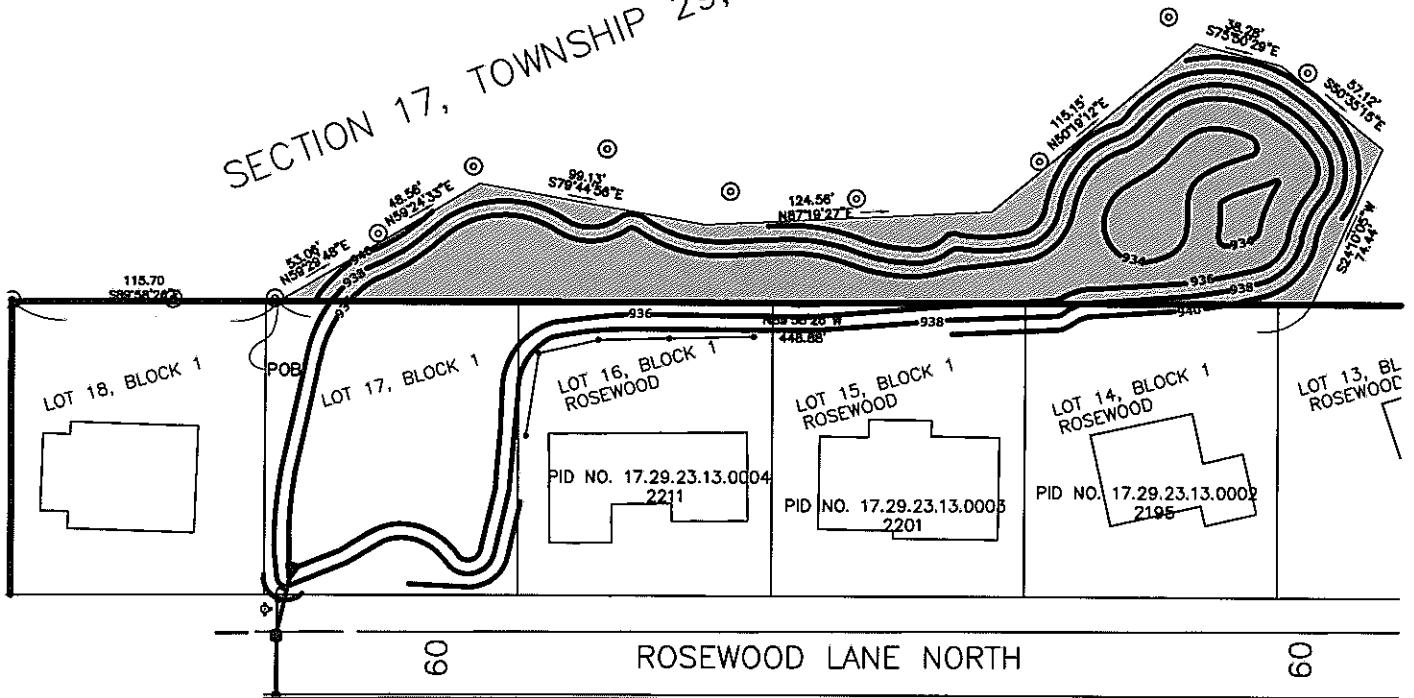
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Roseville
Engineering Department
2660 Civic Center Drive
Roseville, MN 55113

City Project No. ST-08-13

2001 FULHAM STREET
PID NO. 17.29.23.12.0002

SECTION 17, TOWNSHIP 29, RANGE 23



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY
REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE
OF MINNESOTA

⊙ DENOTES OUT-OF-BOUNDS MARKER

STEVEN V. ISCHE

Steven V. Ische

DATE: 10/25/09 REG.NO. 22703



PROPOSED PERMANENT UTILITY, DRAINAGE AND
PONDING EASEMENT AREA=24,577 SQ FT

0 FT 40 80

Prepared by:



701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
www.wsbg.com

763-541-4800 • Fax 763-541-1700
INFRASTRUCTURE • ENGINEERING • PLANNING • CONSTRUCTION

ROSEWOOD LANE NORTH

EASEMENT EXHIBIT A

ROSEVILLE, MINNESOTA

WSB Project No.1797-02

Date: 10-26-09

Revised Date: 11-24-09

2001 FULHAM STREET

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 8, 2010

Item No.: 7.d

Department Approval



City Manager Approval



Item Description: Adopt a Resolution relating to the 2010 Ramsey County Traffic Safety Initiative Grant Agreement

BACKGROUND

On October 10, the City Council approved the 2010 Ramsey County Traffic Safety Initiative Grant Agreement with the Minnesota Department of Safety.

POLICY OBJECTIVE

Minnesota Department of Public Safety requires a City Council resolution rather than a City Council motion.

FINANCIAL IMPACTS

None.

STAFF RECOMMENDATION

Adopt a resolution approving the 2010 Ramsey County Traffic Safety Initiative Grant Agreement.

REQUESTED COUNCIL ACTION

Adopt a resolution approving the 2010 Ramsey County Traffic Safety Initiative Grant Agreement.

Prepared by: Karen Rubey

Attachments: A: Resoution—2010-2011 Traffic Safety Initiative Agreement

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

4
5 * * * * *

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

10
11 The following members were present:

12
13 and the following were absent:

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

16
17 **RESOLUTION No.**

18
19 **Resolution Relating to the Administration and Implementation of a Traffic Safety**
20 **Grant by the Roseville Police Department**

21
22
23 WHEREAS, the Minnesota Department of Public Safety has continued to promote
24 efforts to reduce traffic accidents through the funding of City enforcement
25 efforts, specifically Safe and Sober Programs; and

26
27 WHEREAS, the Minnesota Department of Public Safety has established local traffic
28 safety projects for the Federal Fiscal Year of 2010 to 2011 to achieve the
29 above stated purpose, promoting law enforcement and traffic safety; and

30
31 WHEREAS, as a part of a larger grant to the Ramsey County Sheriff's Office, the
32 Roseville Police department is eligible to receive approximately \$52,000
33 in reimbursement for participation beginning October 1, 2010 through
34 September 30, 2011 to offset increased personnel overtime cost for traffic
35 enforcement;

36
37 NOW, THEREFORE, BE IT RESOLVED, that the Ramsey County Sheriff's Office and
38 the Roseville Police Department enter into a grant agreement with the
39 Minnesota Department of Public Safety, Office of Traffic Study for the
40 project entitled SAFE & SOBER during the period from October 2010
41 through September 2011. The SHERIFF of RAMSEY COUNTY is hereby
42 authorized to execute such agreements and amendments as are necessary
43 to implement the project on behalf of the ROSEVILLE POLICE
44 DEPARTMENT and to be the fiscal agent and administer the grant.
45
46

47 *Resolution – Traffic Safety Grant*
48
49
50

51 The motion for the adoption of the foregoing resolution was duly seconded by Member
52

53 , and upon a vote being taken thereon, the following voted in favor thereof:
54

55 and the following voted against the same:
56

57 WHEREUPON said resolution was declared duly passed and adopted.
58
59

61
62 STATE OF MINNESOTA)
63)
64 COUNTY OF RAMSEY)

65
66
67
68
69
70 I, the undersigned, being the duly qualified City Manager of the City of Roseville,
71 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared
72 the attached and foregoing extract of minutes of a regular meeting of said City Council
73 held on the 8th day of November 2010 with the original thereof on file in my office.

74
75 WITNESS MY HAND officially as such Manager this 8th day of November 2010.

76
77
78
79
80 _____
81 William J. Malinen
82 City Manager

83
84
85
86
87
88
89
90
91 State of Minnesota- County of Ramsey
92 Signed or Attested before me on this

93
94 _____ day of _____ 2010

95
96 by: William J. Malinen

97
98
99 _____
100 Notary Public

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11/08/10
Item No.: 10.a

Department Approval

Timothy O'Neill

City Manager Approval

W. J. Mahinen

Item Description: Fire Department Building Facility Needs Committee-Presentation

BACKGROUND

In May 2010 the City Council approved the Fire Department to utilize a committee to evaluate future building needs, and report findings and recommendations back to Council for future consideration.

The Fire Department will be providing an update presentation to Council regarding the status and work completed by the Fire Department Building Facility Needs Committee.

The Presentation will include the following items:

1. Formation of the committee
2. Committee representatives
3. First three months of committee meetings
4. Remodel current stations or focus on building new
5. Presentation from Roseville based Buetow and Associates Inc. (Architectural Services Company)

FINANCIAL IMPACTS

STAFF RECOMMENDATION

REQUESTED COUNCIL ACTION

Prepared by: Timothy O'Neill, Fire Chief

REQUEST FOR COUNCIL ACTION

Date: November 8, 2010
Item No.: 11.a

Department Approval



City Manager Approval



Item Description: Public Hearing to consider renewal of currency exchange license for Pawn America, 1715 Rice Street, McCarron's Hills Shopping Center.

1.0 REQUESTED ACTION

The Planning Division is requesting to open the public hearing to consider approving/supporting the renewal of the 2011 currency exchange license for Pawn America, 1715 Rice Street.

2.0 SUGGESTED COUNCIL ACTION

2.1 Open public hearing and take public comment. A notice of the public hearing was published in the Roseville Review on October 26, 2010, and a notice of the public hearing was mailed to each property owner of record within 500 feet of the subject address. Notice was also forwarded to each tenant in McCarron's Hills Shopping Center.

2.2 Close the public hearing.

Prepared by: Thomas Paschke, City Planner

Attachments: A. public notices

CITY of ROSEVILLE
PUBLIC NOTICE

Notice is hereby given that the **ROSEVILLE CITY COUNCIL** will hold its regular meeting in the **City Council Chambers at City Hall**, 2660 Civic Center Drive, on **Monday, November 8, 2010 at 6:00 p.m.** to consider the following:

Request to consider the following license renewals to the Minnesota Department of Commerce to operate as Currency Exchange Company at the following location:

Pawn America Minnesota, L.L.C. at 1715 North Rice Street.

Based on State law (MS53A.04), the governing body (City) shall give published notice of its intention to consider the issue and solicit testimony from interested persons, including those in the community in which the applicant is located or is proposing to be located.

REQUEST FOR COUNCIL ACTION

DATE: 11/8/10

ITEM NO: 12.a

Department Approval:

City Manager Approval:



Item Description: **Currency Exchange License Renewal for 2011:** Pawn America Minnesota, LLC

1.0 REQUESTED ACTION

1.1 The following organization has applied to the Minnesota Department of Commerce and the City of Roseville for the annual renewal and approval of their Currency Exchange Licenses for the calendar year 2011:

- **Pawn America Minnesota LLC, (License #20186066), 1715 North Rice Street**

1.2 Minnesota Statutes Chapter 53A.04 requires the Department of Commerce to submit any application for licensure as a currency exchange to the governing body of the municipality in which the currency exchange conducts business. The law further requires the governing body of the municipality to render a decision regarding the renewal of the license within 60 days.

1.3 State Statutes also require the City to published notice of its intention to consider the issue and solicit testimony from interested persons prior to taking action on the renewal.

2.0 BACKGROUND

2.1 Minnesota Statute 53A.04(a) states: "Within 30 days after receipt of a completed application, the commissioner shall deny the application or submit the application to the governing body of the local unit of government in which the applicant is located or is proposing to be located. The commissioner may not approve the application without the concurrence of the governing body. The governing shall give published notice of its intention to consider the issue and shall solicit testimony from interested persons, including those in the community in which the applicant is located or proposing to be located. If the governing body has not approved or disapproved the issue within 60 days of receipt of the application, concurrence is presumed. The commissioner must approve or disapprove the application within 30 days from receiving the decision from the governing body. The governing body shall have the sole responsibility of its decision. The state shall have no responsibility for that decision."

3.0 STAFF COMMENTS

3.1 The Community Development Staff and City Attorney have reviewed the request and determined that the request falls under the guidelines of permitted use within the B-2, Retail Business District as a bank or financial institution.

35 3.2 The Roseville Police Department has completed a review of the Pawn America site and
36 has not experienced any incidents of concern at this site and will continue to work closely
37 with Pawn America and their check cashing operation. The Roseville Police Department
38 does receive calls from time to time pertaining to occurrences on the property.

39 **4.0 STAFF RECOMMENDATION**

40 4.1 Staff recommends that the Roseville City Council approve the requests of Pawn America
41 Minnesota LLC, 1715 North Rice Street to renew their licenses to operate currency
42 exchange businesses, in the City of Roseville for the 2011 calendar year.

43 **5.0 SUGGESTED CITY COUNCIL ACTION**

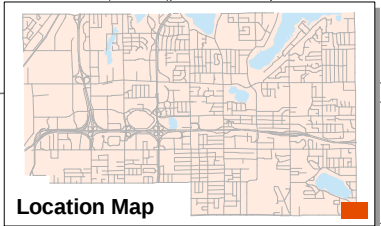
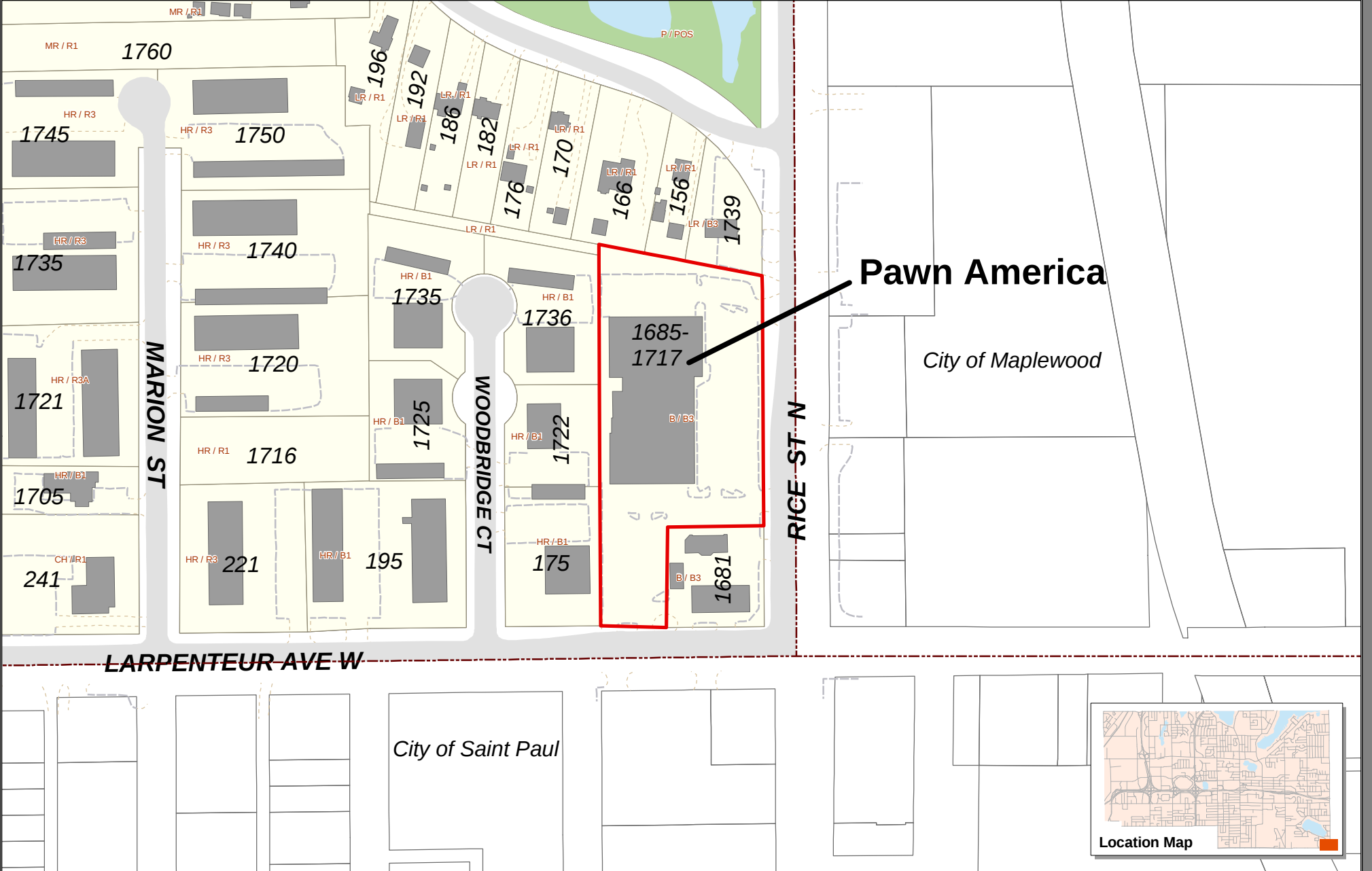
44 5.1 By motion, recommend approval of the requests by **Pawn America Minnesota LLC,**
45 **1715 North Rice Street, Roseville to renew their licenses to operate currency**
46 **exchange businesses in Roseville for the 2011 calendar year.**

47 .

Prepared by: City Planner Thomas Paschke

Attachments: A: Area map
B: Police Response

Attachment A: Location Map for Pawn America



Sgt Erika Scheider
Investigative Case Coordinator
Roseville Police Department
2660 Civic Center Drive
Roseville, Minnesota 55113
Desk: 651-792-7213
E-mail: erika.scheider@ci.roseville.mn.us

**Roseville Police
Criminal
Investigations Unit**

Memo

To: Thomas Paschke
From: Sgt. Erika Scheider
CC: Chief Mathwig & Lt. Rosand
Date: 10/4/2010
Re: Pawn America current exchange renewal

On October 4, 2010, I met with the manager, Kris Thompson, at Pawn America, located at 1715 North Rice Street. Thompson provided me an overview of their new upgraded digital surveillance system. The cameras adequately cover the interior of Pawn America and the exterior parking lot. The system is sufficient quality to aid law enforcement in investigations. They continue to maintain the surveillance per the requirements of the Roseville city ordinance.

I also reviewed police calls for service and investigations originating from Pawn America for the last year. There were no incidents of concern. Pawn America has been cooperative and responsive to all police requests.

REQUEST FOR COUNCIL ACTION

Date: November 8, 2010

Item No.: 12.b

Department Approval

City Manager Approval

W. J. Mahinen

Item Description: Canvass Results of City Council Election

BACKGROUND

Per Minnesota State Statute 205.185, subd. 3, within ten days after the General Election the City Council shall meet as a canvassing board and declare the results of the City General Election. Attached are the results of the November 2, 2010 General Election, as presented by the Ramsey County Elections. A precinct by precinct tally will be made available to the Council at a later date.

Mayor

<u>Name</u>	<u>Total Votes</u>
Dan Roe	9,878
Dan Kelzer	2,814

City Council

<u>Name</u>	<u>Total Votes</u>
Bob Willmus	7,001
Tammy McGehee	6,620
Bob Venters	5,279
Mick Hawton	1,829

REQUESTED COUNCIL ACTION

Motion to approve final election results as presented.

Prepared by: Carolyn Curti, Elections Coordinator

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 11-8-10
Item No.: 12.c

Department Approval



City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 2580 Hamline Avenue**

BACKGROUND

- The subject property is a single-family detached home.
- The current owner is Mr. Xengku Vang.
- Current violations include:
 - Garage deteriorated and in need of maintenance (violation of City Code Sections 906.05.C. and 407.02. J & K).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Repair trim and siding
 - o Approximately - \$1,000.00
- Repaint garage.
 - o Approximately - \$2,000.00

28
29 Total: Approximately - \$3,000.00
30

31 In the short term, costs of the abatement will be paid out of the HRA budget, which has allocated
32 \$100,000 for abatement activities. The property owner will then be billed for actual and administrative
33 costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be
34 reported to Council following the abatement.

35 **STAFF RECOMMENDATION**

36 Staff recommends that the Council direct Community Development staff to abate the above referenced
37 public nuisance violations at 2580 Hamline Avenue.

38 **REQUESTED COUNCIL ACTION**

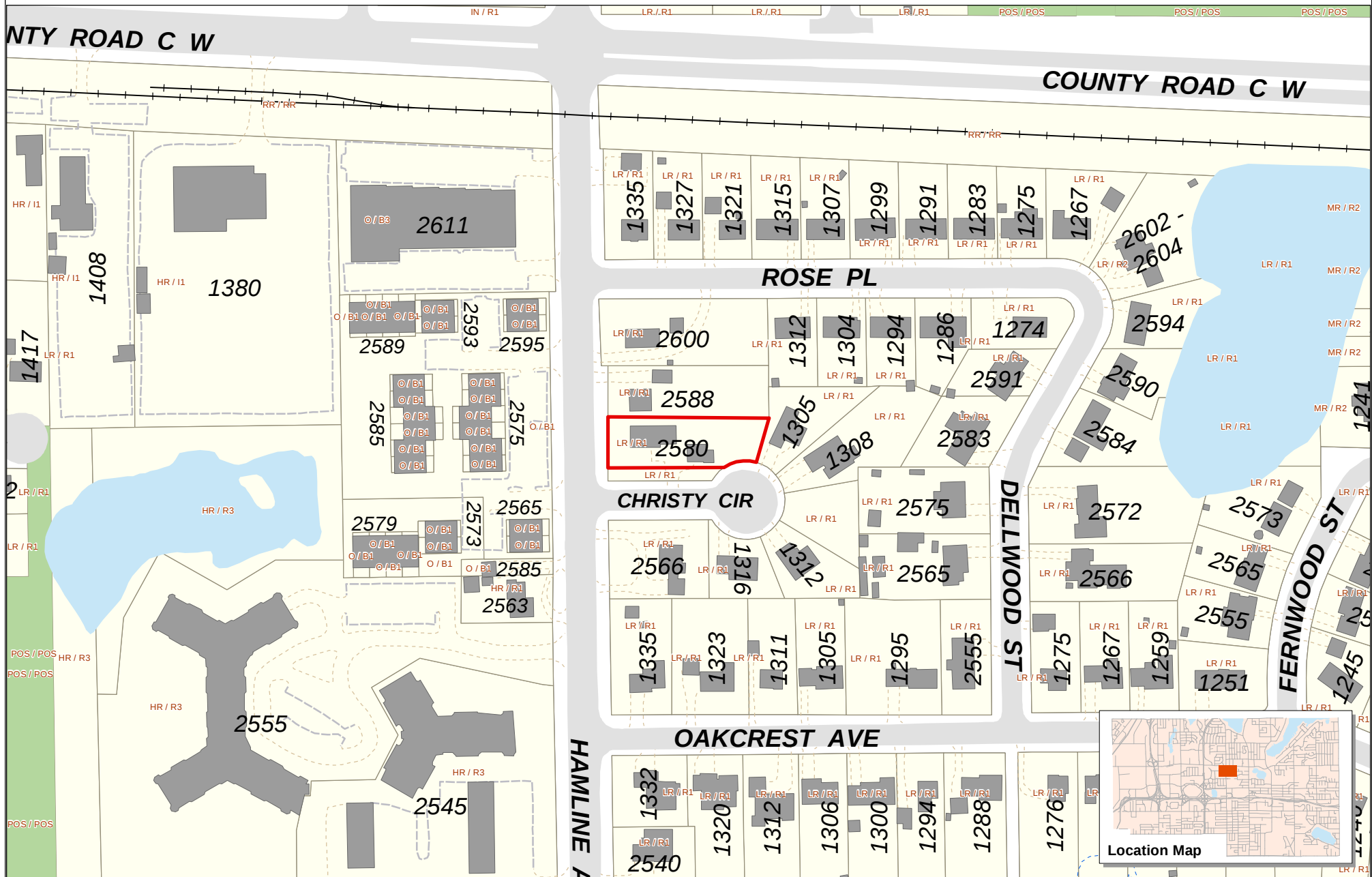
39 Direct Community Development staff to abate the public nuisance violations at 2580 Hamline by hiring
40 general contractors to repair trim and siding, and repaint garage.

41 The property owner will then be billed for actual and administrative costs. If charges are not paid, staff
42 is to recover costs as specified in Section 407.07B.

43 Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2580 Hamline Avenue

2580 Hamline Ave N



Prepared by:
Community Development Department
Printed: October 18, 2010



Site Location

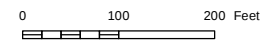
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (10/4/2010)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

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mapdoc: planning_commission_location.mxd

REQUEST FOR COUNCIL ACTION

Date: 11-8-10
Item No.: 12.d

Department Approval

City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 1430 Brenner Avenue.**

BACKGROUND

- The subject property is a single-family detached home.
- The current owners are Leo and Evelyn Rosier.
- Current violations include:
 - Roofs and soffits of house and garage deteriorated and in need of maintenance (violation of City Code Sections 906.05.C. and 407.02. J & K).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure safe and well-maintained properties." In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City's efforts to maintain livability of the City's residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Replace house and garage roofs:
 - o Approximately - \$8,000.00
- Replace rotted soffit boards and repair metal soffits:
 - o Approximately - \$1,000.00

- Repair window, repaint various trim and garage door:
 - o Approximately - \$1,000.00

Total: Approximately - \$10,000.00

In the short term, costs of the abatement will be paid out of the HRA budget, which has allocated \$100,000 for abatement activities. The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be reported to Council following the abatement.

STAFF RECOMMENDATION

Staff recommends that the Council direct Community Development staff to abate the above referenced public nuisance violations at 1430 Brenner Avenue.

REQUESTED COUNCIL ACTION

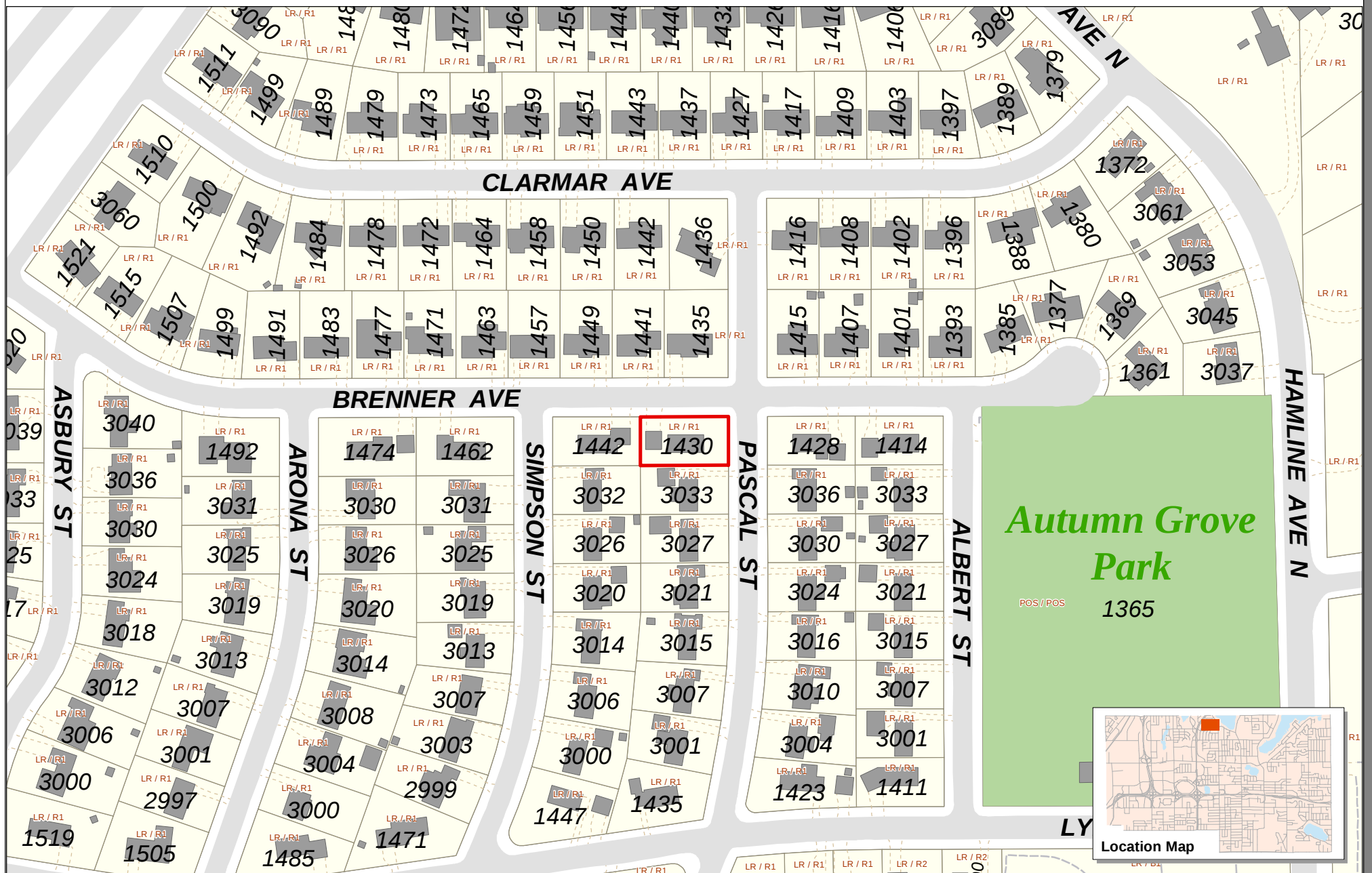
Direct Community Development staff to abate the public nuisance violations at 1430 Brenner Avenue by hiring general contractors to; replace house and garage roofs, replace rotted soffit boards, repair metal soffits, repair window, and repaint various trim boards and garage door.

The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 407.07B.

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 1430 Brenner Avenue.

1430 Brenner Ave W



Prepared by:
Community Development Department
Printed: October 18, 2010

Site Location

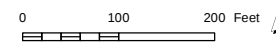
Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (10/4/2010)
For further information regarding the contents of this map contact:
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mapdoc: planning_commission_location.mxd

REQUEST FOR COUNCIL ACTION

DATE: 11/8/2010
ITEM NO: 12.e

Department Approval:



City Manager Approval:

Item Description: Request by The Woof Room for approval of dog daycare as an INTERIM USE at 1430 County Road C (PF10-024)

1.0 REQUESTED ACTION

Kristen Cici of The Woof Room is requesting approval of a dog daycare and boarding use at 1430 County Road C, as an INTERIM USE, pursuant to §1013.09 (Interim Uses) of the City Code.

Project Review History

- Application submitted and determined complete: September 3, 2010
- Application review deadline (extended by City): January 1, 2011
- Planning Commission recommendation (6-1 to approve): November 3, 2010
- Project report prepared: November 4, 2010
- Anticipated City Council action: November 8, 2010

2.0 SUMMARY OF RECOMMENDATION

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

3.0 SUMMARY OF SUGGESTED ACTION

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

4.0 BACKGROUND

4.1 The subject property is zoned Light Industrial (I-1) District, and the recently-adopted Comprehensive Plan changed the land use designation of this property from Industrial to High Density residential.

4.2 On February 24, 1992 the City Council approved variances for the property, accommodating the existing nonconforming setbacks of the building and parking area, and allowed the installation of an 8-foot tall screening fence along the southern property line shared with the abutting residential properties. This variance also approved an otherwise-prohibited outdoor storage use on the property. This appears to be the only formal approval for the property.

5.0 GENERAL COMMENTS

5.1 The only pet-related use listed among the uses allowed in the I-1 District is “dog kennel”, which happens to be a conditionally permitted use. While the proposed daycare/boarding use is not actually a kennel and is believed to be less intensive of a use than a kennel, given an equal number of dogs, this application is being treated as a kennel because a kennel is reasonably similar to the proposed use. The present zoning on the property would allow the proposal to be reviewed as a conditional use; as part of the ongoing zoning update process, however, the property will soon be rezoned to a high-density residential zoning district to be consistent with the land use guidance of the Comprehensive Plan, and dog kennel/daycare/boarding uses are not included among the allowed uses in the proposed, new zoning district.

5.2 The proposal is to begin the daycare with an average of about 20 dogs per day and possibly grow to 40 dogs per day within a couple of years, with possibly as many as 80 dogs further in the future. The dogs present for overnight boarding would average about 10 per night, up to a maximum of 17.

5.3 INTERIM USE applications typically represent departures from what is allowed by the normal zoning requirements; in this case, the proposed use is consistent with the existing I-1 zoning but is inconsistent the Comprehensive Plan land use designation. In light of the conflict between the present light-industrial zoning and the high-density residential land use designation and the City Council’s reluctance to confer permanent (i.e., CONDITIONAL USE) approvals where significant, future redevelopment is desirable, Planning Division staff advised the applicant to seek approval of the proposed dog daycare/boarding use as an INTERIM USE. Temporary approval of the INTERIM USE can ensure that the approval expires on a pre-determined date or at such time as the use is voluntarily discontinued, whichever comes first. Because the dog daycare/boarding is believed to be less intensive than kennels, Planning Division staff would recommend approving the INTERIM USE with the maximum duration of 5 years. If the owners of the business wish to continue beyond the 5-year limit, they may apply for renewed approval of the INTERIM USE.

5.4 The sales of dog-related merchandise is expected to be ancillary in nature, predominantly serving the customers of the daycare/boarding services rather than attracting its own shoppers like a stand-alone pet supply shop. For this reason, Planning Division staff would recommend treating this is a minor part of the proposed INTERIM USE.

5.5 The application materials also mention an event planning/décor rental business. This a sort of office/showroom use that is treated as a permitted use in the I-1 District and is only mentioned in the application to account for how the floor area of the existing building is to be used; it will not be addressed as part of the INTERIM USE.

6.0 INTERIM USE APPLICATIONS

Section 1012.09 (Interim Uses) of the City Code establishes the regulations pertaining to INTERIM USES.

6.1 Section 1012.09A states: *The City Council may authorize an interim use of property. Interim uses may not be consistent with the land uses designated on the adopted Land*

Use Plan. They may also fail to meet all of the zoning standards established for the district within which it is located.

6.2 Section 1012.09B states: *The City Council may attach conditions to Interim Use Permits [sic]. In reviewing [such] applications, the City will establish a specific date or event that will terminate the use on the property. The Council will also determine that the approval of the interim use would not result in adverse effects on the public health, safety, and general welfare, and that it will not impose additional costs on the public if it is necessary for the public to take the property in the future.*

6.3 An applicant seeking approval an INTERIM USE is required to hold an open house meeting to inform the surrounding property owners and other interested attendees of the proposal, to answer questions, and to solicit feedback. The open house was held on September 1, 2010; although nobody attended the open house, the materials prepared for the meeting are included with other supplemental information from the applicant as Attachment C.

6.4 The site and floor plans illustrating the proposed arrangement of the dog boarding, daycare, and event décor uses are included with this staff report as Attachment D. In addition to the existing privacy fence along the southern property line, the outdoor play area is proposed to be enclosed by an 8-foot tall privacy fence and be set back 40 feet from the southern property boundary.

6.5 During the review of the application, the Development Review Committee (DRC) was primarily concerned with the potential for barking dogs to become a nuisance to the nearby residential property owners. After receiving more information about the initial measures taken to minimize instances of barking and proposed means of addressing noisy barking if it does become a nuisance, the DRC's concerns about noise were mostly mollified. All of this information is included as part of Attachment C. Community Development staff then visited two dog daycare facilities in St. Paul; one in an industrial area and another located adjacent to residential properties. There were about 70 dogs at the industrial location and, while some indoor barking was faintly audible outside the brick building, the barking was likely heard because a nearby part of the building consisted only of an un-insulated metal overhead door. The other dog daycare location was completely surrounded by single-family residences and a small apartment building; while outside, staff heard no barking from inside the building or from the couple of dogs in the outdoor area. No odors were noticed outside at either location. Code Enforcement staff has contacted the City of St. Paul to inquire about any complaints from the residents surrounding this dog daycare location, how such complaints are handled, and what special requirements may apply to dog daycare uses; the requested information has yet to be received.

6.6 The other significant concern of the DRC pertained to disposal of pet waste. No sanitation system will be installed in the building because only house-trained dogs will be admitted for daycare/boarding. Indoor "accidents" are expected to be rare and will be quickly cleaned up. To keep the outdoor area clean and odor-free, dogs will be encouraged to use a sort of litter box lined with woodchips which would absorb urine and be regularly replaced with clean woodchips. Feces will be collected several times daily, enclosed in special odor-controlling bags and deposited in the trash. During warmer months (i.e., when the ground is not frozen and temperatures are above freezing), the outdoor activity will be hosed down and cleaned with a specialized, odor-controlling, and

environmentally-friendly cleanser each evening to cleanse the area of urine. During colder months, soiled snow will be removed along with the solid waste; to prevent ice buildup in the outdoor area, a more substantial springtime cleaning is proposed to replace the nightly cleansing. The water from these yard cleanings should be required to drain into a rain garden, designed to the approval of Roseville's engineering staff, which would prevent added impact to the public sewer infrastructure and provide some initial treatment of the rinse water before it filters into the ground.

7.0 PUBLIC HEARING

7.1 The Planning Commission held the duly-noticed public hearing for this application on November 3, 2010. Draft minutes of the public hearing were not yet available at the time this report was prepared. Questions of the Planning Commissioners led to clarification of some aspects of the proposal, such as that the dog boarding would be located at the northern end of the building, further from the residential properties, and that staff would only be on site overnight when storms (which might frighten the dogs) are expected.

7.2 In addition to the public comments emailed to Planning Division staff prior to the public hearing, included with this staff report as Attachment E, a few of the property owners to the south of the subject property spoke at the public hearing. The predominant concerns expressed pertained to the City's failures in enforcing regulations on the nonconforming industrial properties along County Road C (of which the subject property is one) and the potential for the proposed INTERIM USE to be the source of nuisance dog barking. Planning Division staff briefly touched on the challenges of regulating the historically nonconforming industrial uses, which have a "grandfathered" status that prevents Roseville from controlling them to the extent that the neighboring property owners would like to see, although Code Enforcement staff has made some progress in the past year or so to eliminate some of these nonconforming conditions. By contrast, the proposed dog daycare/boarding is a *conforming* use, and present INTERIM USE process will provide the City with clear and specific requirements that can be enforced much more effectively than the nonconforming industrial uses.

7.3 After hearing the public comments and discussing the application, the Planning Commission voted 6-1 to recommend approval of the proposed INTERIM USE, subject to several conditions. After the conclusion of the public hearing, one of the property owners in attendance expressed the desire to see an additional condition that the building walls be completely sound-proofed prior to beginning the business rather than allowing noise to become a problem that needs to be addressed in the future. While this seems like a sensible suggestion and it remains within the preview of the City Council to make such a requirement, Planning Division staff is hard-pressed to recommend it as a condition of approval. Requirements related to land use approvals must be reasonably related to the proposal, and staff simply has no way of recommending a level of sound-proofing that would be adequate without being excessive. Moreover, recommended condition "h" below gives City staff the ability to require additional insulating if noise proves to be a problem in the future.

8.0 RECOMMENDATION

Based on the comments and findings outlined in Sections 4-7 of this report, the Planning

Division recommends approval of the proposed INTERIM USE, subject to the following conditions:

- a. The daycare use shall be limited to 40 dogs and the overnight boarding use shall be limited to 17 dogs, but additional capacity may be considered and allowed through future INTERIM USE approvals;
- b. All exterior walls and ceilings of the indoor dog daycare, play areas, and boarding spaces shall be comprised of brick/concrete block or shall be covered with gypsum board or other sound-insulating material to be approved as part of the building permit review process;
- c. All solid pet waste shall be collected at least once each day, placed in bags to minimize odors, and deposited into the trash;
- d. All affected indoor flooring areas shall be promptly cleaned up using appropriate cleaning/disinfecting products following pet waste “accidents”;
- e. The outdoor activity area shall be thoroughly cleansed and rinsed at least once each day during warm weather, and as soon as practicable after periods of freezing weather, with all of the rinse water being directed into a rain garden approved by the City Engineer;
- f. The outdoor activity area shall be enclosed with an opaque screening fence, 8 feet in height, and located at least 40 feet from the southern property boundary;
- g. The outdoor activity area shall not be used for recreational purposes between 7:00 p.m. and 7:00 a.m.;
- h. If barking becomes a nuisance to surrounding property owners, the business owner shall work with City staff to identify additional measures to mitigate the problem and shall then implement such measures;
- i. Retail sales of pet-related items shall be limited in scope so as to be clearly ancillary to the daycare/boarding use; and
- j. This approval shall expire on October 31, 2015 or upon the discontinuation of the dog daycare/boarding use for more than 60 consecutive days, whichever comes first. The dog daycare/boarding use shall only be continued beyond October 31, 2015 with renewed approval of the interim use; application for renewal should be made by September 1, 2015 to ensure that a renewed approval may be granted prior to October 31st.

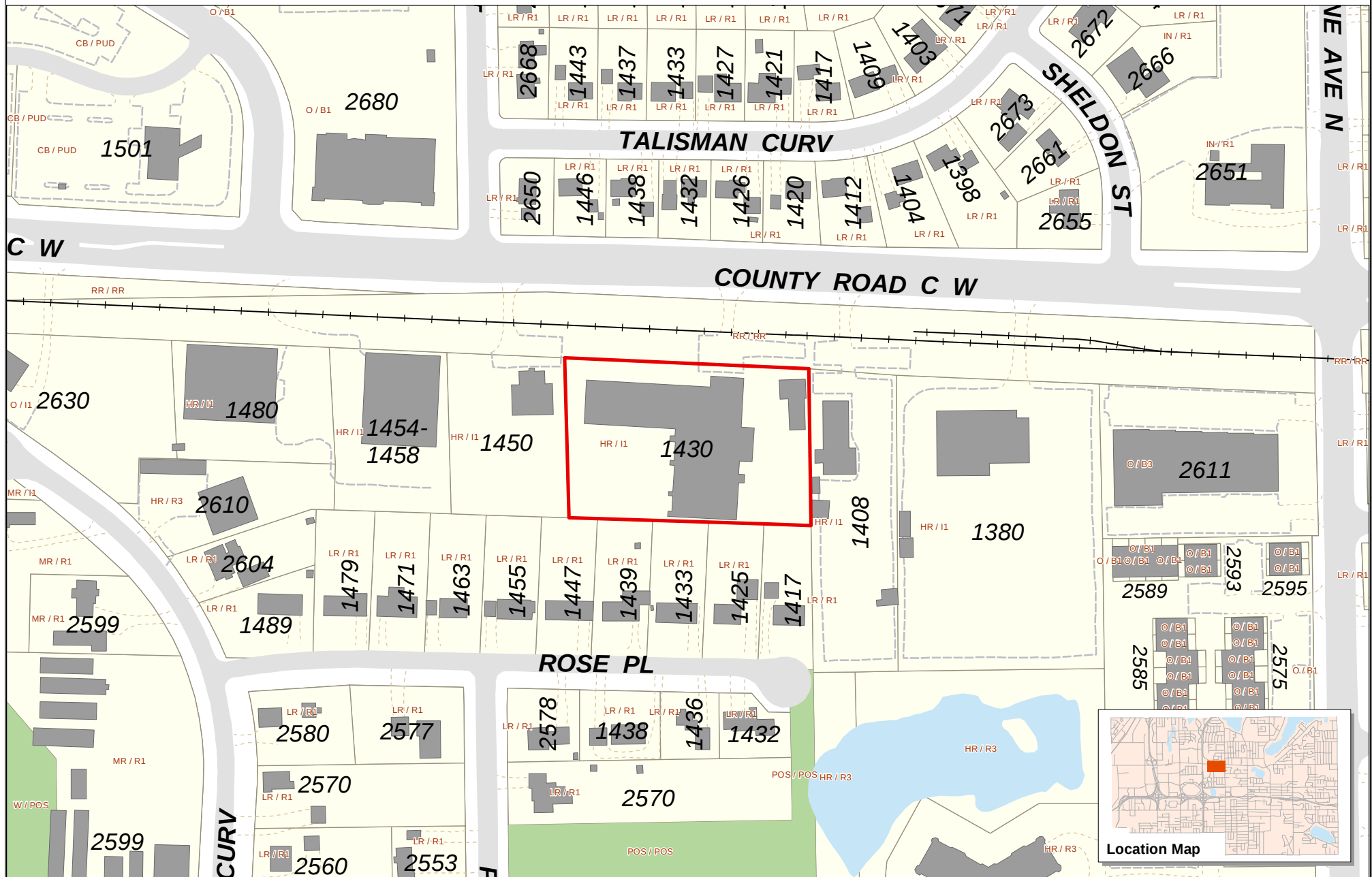
9.0 SUGGESTED ACTION

Adopt a resolution approving the proposed INTERIM USE for the Woof Room to allow dog daycare and boarding at 1430 County Road C, based on the comments and findings of Sections 4-7 and the conditions of Section 8 of this report.

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

Attachments:	A: Area map	D: Site/floor plans
	B: Aerial photo	E: Public comments
	C: Open house meeting and supplemental materials	F: Draft resolution

Attachment A: Location Map for Planning File 10-024



Attachment B: Aerial Map of Planning File 10-024



COUNTY ROAD C W



Location Map



Prepared by:
Community Development Department
Printed: October 1, 2010



Site Location

Data Sources
* Ramsey County GIS Base Map (8/30/2010)
* Aerial Data: Kucera (4/2009)
For further information regarding the contents of this map contact:
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2660 Civic Center Drive, Roseville MN

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0 50 100 Feet



**The Woof Room, LLC
Roseville Interim Use Permit Application**

6. Statement of Intent:

The proposed use for the property at 1430 County Road C is a dog daycare named The Woof Room. The space will be used as a daycare for dogs during the day and a hotel for dogs at night. Dog-related merchandise will be sold on-site. We request this interim use permit for a 5 year time period, at which time we will submit a renewal (or a new application if necessary).¹

7. Additional Required Information:

a. Legal Description and PIN:

The property owner could not provide us with the legal description. Bryan Lloyd, with Roseville Community Development, informed us the legal description is on file and we do not need to include it with this application.

PIN #10.29.23.21.0038

b. Proposed Plans:

Please see the attached plans.

c. Open House Summary:

An open house for the proposed business and interim use application was held on Wednesday, September 1, 2010. The city of Roseville provided the addresses of 89 individuals, all of which were mailed invitations to the open house. The open house was from 6:30pm – 7:30pm. None of those that received the invitations attended the open house. As such, we could not secure any feedback from constituents about the property's proposed use. We did include the open house information sheet printed for the open house with this application.

d. Consultant Fees:

N/A

¹ The property will also be used for Deckci Décor, an event planning and décor business, which we have been informed, is a permitted use. The space will be subdivided to house both businesses.

The Woof Room, LLC
Roseville Interim Use Permit Application

e. Written Narrative:

The Woof Room takes pride in providing a safe and fun environment for dogs and becoming their home away from home. Dogs will be well taken care of and loved as if they were our own. With over 12,000 sq. ft. of indoor play space and another 10,000 outdoors, the dogs will have plenty of space to relax and enjoy themselves. Other facts about The Woof Room:

- We are locally owned and operated.
- We limit the number of dogs admitted each day to ensure a safe and fun environment.
- Dogs are separated by both size and play style to ensure their comfort and enjoyment.
- All dogs must complete a required evaluation prior to being admitted into the daycare to ensure the daycare environment is a good fit for them.

Currently, the space is quite run down. Our renovations to the proposed site will begin with extensive cleaning and sanitizing to ensure a healthy environment for the dogs. All cleaning products used will be safe for the dogs. Interior walls will be constructed, and then we will paint the walls, ceiling, and floors of the warehouse space. Continuing with plans will be the creation of our playrooms - this is where the dogs will spend the day. In a separate area from the play areas will be comfortable hotel suites for our overnight guests. Webcams will be installed in all three play areas as well as some of the hotel suites so owners can check in on their dogs while they're away. We also will be installing a security system. The outdoor space will be created for dogs to relieve themselves and will consist of playground pebbles and artificial turf. The outdoor space will be fully enclosed with fencing, so the dogs will not be distracted by passing cars or other outdoor happenings. All play areas, both indoor and outdoor, will be sanitized and cleaned daily.

Although we did not have any attendees at the open house, potential concerns we anticipate relate to dog waste and barking. Ramsey County allows for two ways to dispose of pet waste: flushing it down the toilet and disposing of it in a bag in the garbage. We will be using biodegradable bags specially made to prevent odor to dispose of waste. They will be environmentally friendly and will help eliminate any potential odor from the bags.

Dog barking is often a concern of residents when such facilities move into a neighborhood. Fortunately, most have found that the amount of noise is barely audible outside of property lines. All staff will be trained in dog behavior and pack mentality to ensure that incessant barking does not occur. Additionally, Roseville Animal Hospital has frequent dog day visitors and boards dogs overnight, and is located less than a mile west of our facility.



The Woof Room Open House Information Sheet September 1, 2010

The owners, managers and staff at The Woof Room understand that they're more than just dogs. We take pride in providing a safe and fun environment for dogs and becoming their home away from home. Dogs will be well taken care of and loved as if they were our own, while having the most fun possible!

Highlights of The Woof Room:

- ❖ Over 12,000 sq. ft. of indoor play space and another 10,000 outdoors
- ❖ We are locally owned and operated
- ❖ We limit the number of dogs admitted each day to ensure a safe and fun environment
- ❖ Dogs are separated by both size and play style to ensure their comfort and enjoyment
- ❖ We will have more combined indoor/outdoor play space than any other dog daycare in the Minneapolis-St. Paul area

1. Why is The Woof Room good for Roseville and for the neighborhood?

Currently, 1430 County Road C is an old industrial building that is run down in need of repair. Positive community development helps both neighborhood and city developments, particularly in this stretch of Country Road C. By moving our business to the neighborhood, we will be taking an industrial warehouse and turning it into an oasis for our four-legged friends. There should be little impact on traffic, as clients simply drop off or pick up their dogs, rarely staying for more than a few minutes. Additionally, our outdoor improvements will increase the overall aesthetics of the neighborhood.

2. Will dog barking be an issue?

You do not need to be concerned about being burdened by barking dogs at The Woof Room. In fact, the dogs you may hear barking during the day right now are likely do to them being stuck in the house all day, without a daycare or play environment for them to visit while their owners are away.

The Woof Room will be a calm and friendly environment where the dogs are encourage to enjoy themselves in a relaxing setting. If you've ever visited a dog park before, you will notice that there is not much barking, but more of dogs running and playing with each other and their toys. The staff and owners at The Woof Room will be trained on pack leadership tendencies to ensure the dogs interact well with each other and do not cause unnecessary commotion. Also, no dog will be admitted to The Woof Room before passing a mandatory assessment to determine if they are a good fit for a daycare environment. We assure you that keeping noise down is a top priority for us, and similar to other daycares both around the Twin Cities and the country, noise levels form dog daycares are minimal and barely noticeable.

3. When will The Woof Room be open and what changes are you making to the property?

Our renovations will begin with extensive cleaning and sanitizing to ensure a healthy environment for the dogs. All cleaning products used will be safe for the dogs. Continuing with plans will be the creation of our playrooms - this is where the dogs will have their fun! In a separate area from the play areas will be comfortable hotel suites for our overnight guests. Webcams will also be installed so owners can check in on their dogs while they're away. Besides the rest of the finishing touches (paint, check-in lobby, floors, etc.) we will end our renovations by creating an outdoor haven for the dogs to relieve themselves and enjoy the Minnesota weather (when it cooperates). The outdoor space will be fully enclosed with fencing, so the dogs will not be distracted by passing cars or other outdoor happenings.

The Woof Room Supplemental Information

Often we encounter confusion about what exactly a dog daycare is. Many people think of large boarding facilities with rows and rows of cages and barking dogs. This is the exact opposite of how a dog daycare is designed. The Woof Room (TWR) will not have kennels – nor will dogs be locked away by themselves with little interaction all day. At TWR dogs that are visiting for daycare will spend the day in one of our three playrooms. The playrooms are large contained “open play” areas that will house multiple dogs of similar size and temperament. These areas will be staffed and continuously monitored to prevent dogs from barking or becoming aggressive. Staff will be trained in dog behavior, pet CPR, and dog pack management.

Understandably, individuals often question whether noise would be an issue with dog hotels and daycares. With a visit to your nearby dog park or dog daycare (Pampered Pooch in St. Louis Park or Dog Days in St. Paul are excellent examples), you will quickly see that the environment in a dog daycare is not what one would imagine. There is very little – if any – barking throughout the day. In fact, the only time some dog daycares experience barking is when someone new is introduced to the dogs.

Why do dogs bark?

It's important to have some understanding about dog behavior to understand why little to no barking occurs at dog daycares. The three main reasons that dog bark are: 1) Boredom, loneliness, or anxiety 2) Territorial – someone new enters their space 3) To communicate with you. When people think of barking dogs, they often are picturing dogs that experience #1 – the main reason dogs bark (boredom, loneliness, or anxiety). This is why you see the dog in someone's backyard barking for hours or you hear your neighbor's dog barking when they leave to go to work. This is the exact reason why dog daycares work so well – they eliminate the root cause of this type of barking. Dogs are continuously kept with other dogs and are played with all day – they are not kenneled at all, at any point of the day.

How do I know this will work in Roseville?

This has been a successful model in Roseville as well as other cities around the Twin Cities metro, the state of Minnesota, and across the country. Many dog daycares and hotels are located in urban neighborhoods with residences directly adjacent to the daycare property and do not experience issues with resident complaints and noise. In Roseville, Roseville Animal Hospital boards an average of 1-10 dogs per night and informed us that they don't believe they have ever received noise complaints (Roseville Animal Hospital is less than a mile West of the proposed space). Dog Days, an urban dog daycare located in a busy residential neighborhood on Grand Avenue in St. Paul, has residences directly adjacent to the space on two sides of the property and serves an average of 18 dogs per day. Silver Dog Bed and Biscuit, a dog hotel located in West St. Paul, houses as many as 140 dogs overnight in their hotel and has residences directly adjacent to their property, as well as across the street from their property.

How will you avoid barking at The Woof Room?

Our dog daycare environment is designed to be relaxing and calm. Dogs will be encouraged to play with one another, but such play will be closely monitored and facilitated by our staff. Staff will be with daycare dogs at all times and will be able to control noise levels in the space. Dogs will be at daycare and in the play areas between the hours of 7am and 7pm daily.

Daycare dogs will spend the day in one of three large, open play areas (they will not be kenneled at any point of the day). Barking, when it does occur in this type of environment, is often due to dogs with nervous tendencies or separation anxiety issues, both of which would not be suitable for the daycare environment. Because of this, no dog will be admitted to TWR until they have passed a mandatory assessment to determine whether they are a good fit for a dog daycare environment. Dogs are also separated by their size and play style to ensure the dogs maintain a safe and pleasant setting. New dogs will be gradually introduced to the other dogs to avoid unnecessary excitement, and dogs attending daycare quickly become acclimated to the environment.

The staff and owners at TWR will be trained on dog pack leadership tendencies to ensure dogs interact well with each other and to avoid unnecessary commotion and barking. This training will allow for a quick resolution of any sudden excitement or nervous barking.

Additionally, dogs will be routinely and regularly be given the opportunity to enjoy the outdoor area. The outdoor area will feature artificial turf and a privacy fence. Dogs will be allowed to relieve themselves, get fresh air, and enjoy a change of scenery before returning to the indoor play area. The dogs are brought out as a pack, in their play groups, so there will not be a chance in the group of dogs they have been interacting with. By avoiding the introduction of new dogs in the outdoor area, the dogs will not become over-excited and bark. The full privacy fence will ensure that dogs are not distracted or barking by cars, people, or other animals that may pass by. For the side of the outdoor area that is near residential space, there will be three barriers – there is currently a tall privacy fence. Evergreen trees have been installed on the North side of the fence (on our property), and finally we are installing an additional privacy fence.

At 7pm, when daycare dogs have been picked up by their owners, dogs will be checked into the TWR's hotel for dogs. TWR will have 17 individual hotel suites for dogs that need to stay overnight (TWR will not be building any additional hotel suites, 17 is the maximum number of hotel suites that will be built). TWR's hotel is designed for noise reduction and comfort of the dogs. Dogs will not be staying in kennels, but in their own room with a minimum size of 4 x 6 x 10' (walls will be built out of drywall to ensure noise control). Hotel rooms will be enclosed by another wall (made out of drywall) to separate the hotel space and further reduce noise. Finally, the hotel is in the front office section of the property, the furthest space away from the residences to the South of the property.

All overnight dogs will have spent some time in the daycare environment that day, so they are typically tired and ready for a good night's sleep. Nightlights and soft music will be utilized to ensure a calm sleeping environment. Part of the dogs' enrollment process will include determining each dog's optimal sleeping conditions and all efforts will be taken to make the hotel room as comfortable for the dog as sleeping at home.

***If* barking does occur, what would you do about noise?**

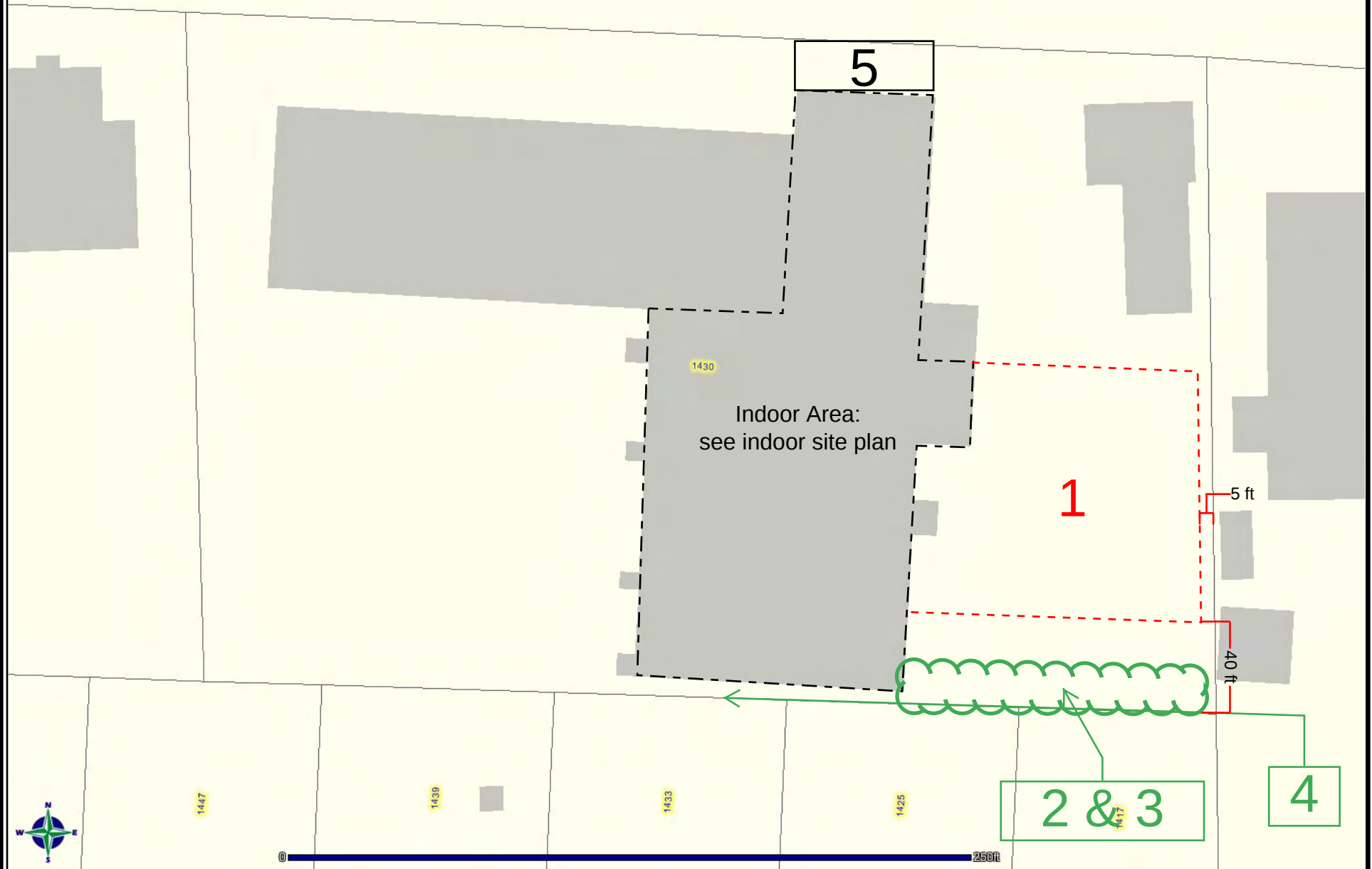
We assure you that keeping noise down is a top priority at TWR, and similar to the hundreds of dog daycares and hotels throughout the Twin Cities and the United States, noise levels from dog daycares are minimal and often go unnoticed.

If noise ever did become an issue, we'd be happy to install additional soundproofing measures (air walls, landscaping barriers, etc) in the space. As previously mentioned, several walls will be installed to ensure noise is not an issue for dogs staying the night.

More on pet waste

We will only be accepting house-trained dogs. There may be infrequent accidents indoors, which would be quickly cleaned with a dog-friendly cleaning solution. As for outdoors, pet waste will be collected several times daily (which will ensure no lingering odor) and disposed of in odor-eating bags. As for pet urine, the outdoor area will be hosed down and cleaned nightly. It will be cleaned with a special solution that will eat the odor of urine and is non-toxic and earth friendly. Additionally, we will have a small bathroom area with woodchips (inside the outdoor area) and will encourage dogs to relieve themselves in this area. In the winter, we'd just scoop out the yellow snow similar with pet waste. We would not hose down the area, we wouldn't want to create ice. Once the snow melts we'd do a more thorough cleaning to address any urine that leaked through.

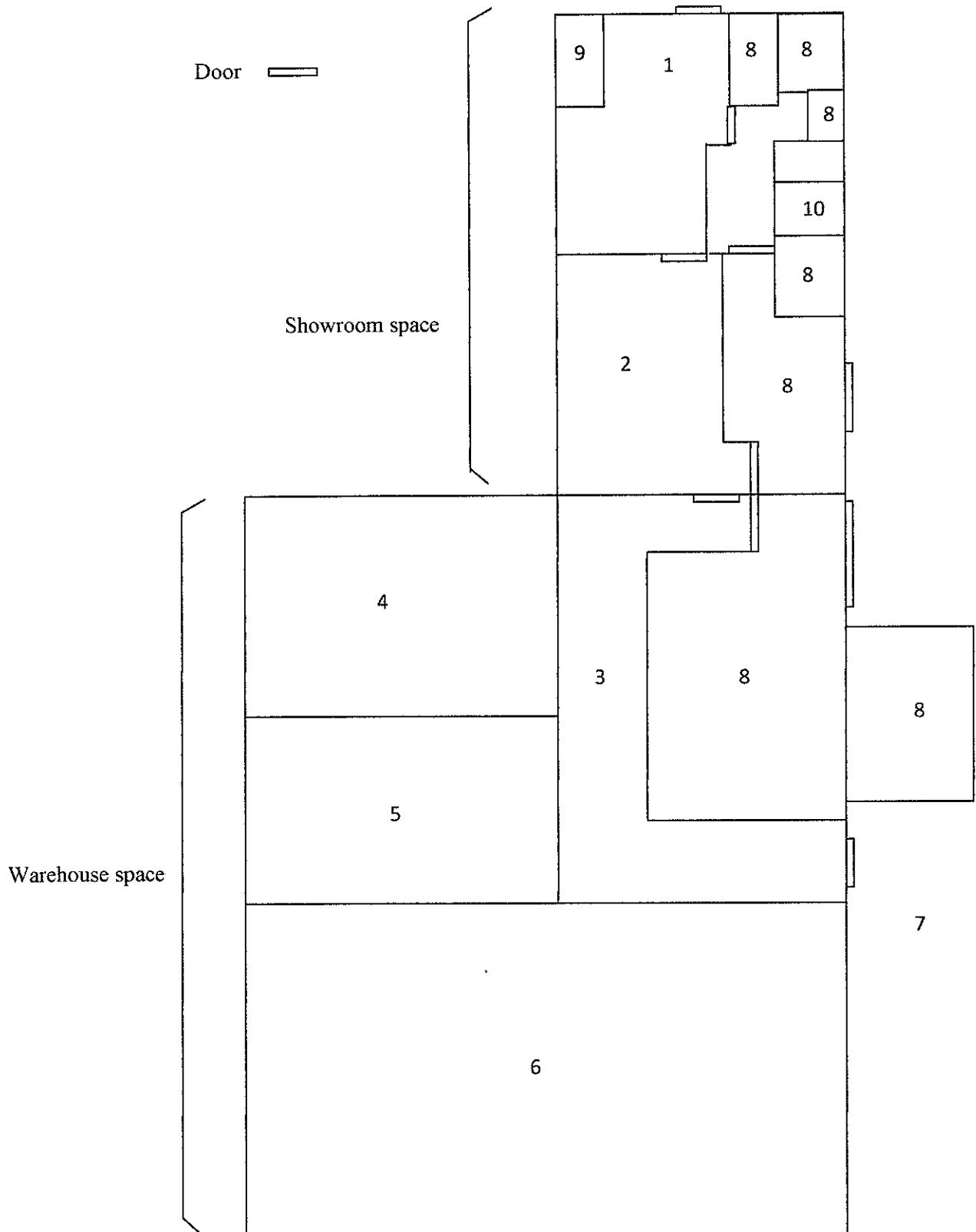
Outside Site Plan



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 30, 2010 for City of Roseville data and Ramsey County property records data, August 2010 for commercial and residential data, April 2009

The Woof Room, LLC
Roseville Interim Use Permit Application
Indoor Site Plan



**The Woof Room, LLC
Roseville Interim Use Permit Application**

Key for Outside Site Plan

- 1 – Outdoor play area¹
- 2 – There is a large grove of 50-75' tall trees (approximately 8-10 trees) along the southern end of the outdoor play area.
- 3 – Austrian Pine Evergreen trees have been planted along the southern end of the play area next to the grove of trees to add to the aesthetics.
- 4 – The property owner on the South end of the property has constructed an 8' tall wood privacy fence that spans the length of the outdoor play area. Additionally, the property owner directly East of the proposed site is an industrial property that has constructed an approximately 4' tall fence.
- 5 – There are 5 parking spaces allocated in front of the building for The Woof Room.

Key for Indoor Site Plan

- 1 – The Woof Room Lobby Area²
- 2 – The Woof Room Hotel³
- 3 – This will be a walkway between the dog play areas and the wall that separates The Woof Room from Deckci Decor
- 4 – Small dog play area
- 5 – Relaxation dog area
- 6 – Big dog play area
- 7 – Fenced, outdoor play area
- 8 – Deckci Décor spaces (event planning and décor business)⁴
- 9 – Break room for employees
- 10 – Potential space for grooming area for dogs

¹ The outdoor play area will be completely fenced and will feature a combination of playground pebbles and artificial turf for the dog's enjoyment. 1a indicates where we intend to have the playground pebbles; 1b indicates where we intend to have the artificial turf.

² This is where we will have dog-related merchandise for sale from local businesses. Additionally, we will feature dog-related art and photos from local artists and photographers. This is where dogs will check-in for their time at The Woof Room

³ This room will be where the "hotel" is located. We are projecting that an average of 10 dogs will stay the night at The Woof Room in the first year. The hotel will feature luxury suites with webcams as well as regular hotel rooms. All rooms will be separated with dogs having their own space separate from other dogs.

⁴ Deckci Décor is also co-owned by Cici and Decker. The Deckci Décor space will include two offices, a private bathroom, a 3 stall bathroom, a showroom, a laundry area, and a storage area.

September 29, 2010

Molly Redmond and Steve Ring
1455 Rose Place
(Email to Community Development Director, Pat Trudgeon)

Hi Pat,

Steve and I have the following concerns/questions re the Woof Room. Most of them deal with the proposed outside play yard of the facility.

1. What are their plans for sanitation? I note that their surfaces proposed are astroturf and some sort of pebbles. The realities of trying to clean up dog feces make me quite doubtful that these surfaces could be satisfactorily cleaned.
2. If high pressure hoses were going to be used for sanitation, where does the contaminated water go? Directly into the storm sewer? Is the drain size adequate for high volumes of feces-polluted water? Is there more than one drain?
3. What would be the hours the outdoor yard would be in use? If it's an overnight kennel, what will late hours for dogs going out be?
4. From our house east to the end of the street, 5 out of 6 homes on the north side of the street have dogs frequenting our back yards. The company's vague prospectus just explains that dog barking will not be a problem...this strikes us as naive at best.
5. Our house and the Solberg house to our east are still looking into that ridiculous gap in the privacy fence, where the fences are 15 feet away from each other, giving us a clear and ugly view of the industry. Will this plan fix that bizarre gaffe?
6. What code items, exactly, cause the need for the interim permit request?
7. Would there be any protection afforded the few remaining trees near the privacy fence?
8. Would there be any setback required from the property line for the outdoor play yard?
9. Would there be any maximum of dogs set?

Frankly, we found the industry materials most non-informative about real potential for problems, and no real solutions in case these problems arise...these omissions make me wonder if the applicants have any experience with this sort of business, or with any business dealing with dogs.

Sincerely,
Molly Redmond & Steve Ring

September 30, 2010

Matt McLeod and Molly O'Brien
1433 Rose Place
(Email to Pat Trudgeon)

We at 1433 Rose place are also very concerned with both the outdoor and indoor facility. Our property is literally a few feet from where their large dog indoor play area will be and the back corner of our lot will be only feet from their outdoor play area. We are very concerned about the noise of both the indoor and outdoor areas, both for our quality of life (and our dogs) and for our property value. We also think it's completely unrealistic to think that they can contain the noise and impact on their very close neighbors. This is not a good fit at all.

Lynn Walters
1425 Rose Place
(Email to Pat Trudgeon)

It appears that the City of Roseville intends to continue to disregard the interests of property-owners in this neighborhood. The Albrecht property is still in violation of city codes after 30 years of inaction on the part of the city. Now the city wants to permit a nuisance business property to move in. Houses in our neighborhood have been steadily losing value over the last few years. It is now very difficult to sell them at all.

If the City of Roseville will not protect the value of our properties, I will initiate legal action against the city and I will encourage all of my affected neighbors to join me in a class action.

(Email to applicant)

Do you have any previous experience running a dog care facility? Do you have sufficient financial resources to ensure that the facility would be completed and maintained as you propose? You say you are pet owners and have a small business. I was a professional dog handler and training instructor for over 30 years. Your proposal sounds unrealistic and rather amateurish to me. The city would be wise to take a closer look at the feasibility of your plan before they commit city resources to defend it in court.

From: [REDACTED]
To: [Pat Trudgeon](#)
Cc: [REDACTED]
Subject: Commercial boarding kennel use permit request
Date: Saturday, October 30, 2010 6:01:41 PM

The two women who have requested a use permit for their proposed commercial dog kennel showed up, uninvited, at my door on Saturday afternoon. I spoke to them for a few minutes and asked a few questions. It became apparent that they are naïve amateurs who have no previous dog business experience. They appeared to be surprised that anyone would object to having a commercial boarding kennel in their back yard.

Meeting these two women hardened my resolve to oppose their proposal. The adjacent Albrecht property has been out of compliance for 30 years and is still not up to code. Based on that experience, we cannot expect that a commercial dog boarding kennel in our neighborhood will be required by the city to be well-run, in compliance and not a nuisance to those who live nearby.

I came to this neighborhood 10 years ago. I have lovely neighbors and I enjoy my home. But I've had my fill of the City of Roseville's utter failure to enforce city codes and represent the property interests of my neighbors and myself.

Lynn Walters

From: [REDACTED]
To: [Pat Trudgeon](#)
Subject: Woof Room
Date: Sunday, October 31, 2010 7:12:16 PM

Pat,

Here are the Q & A e-mails I sent to and received from Kristen in October. I thought you'd been in on them all, but am not sure, so am sending the lot. There were a few more re inviting me on a site tour--which I couldn't do--but no real info in those.

peace,

Molly R.

1. Sent by me to Kristen Oct. 14

Hi Kristen,

I was copied your response to Lynn's concerns, and you did address some of mine.

I would appreciate more information regarding the sanitation issues outdoors. There are some other unclear items regarding the land use, as well.

1. I note that surfaces proposed are astroturf and some sort of pebbles. The realities of trying to clean up sticky dog feces make me quite doubtful that these surfaces could be satisfactorily cleaned. (If they can be--how?) More info would be appreciated.

2. If high pressure hoses were going to be used for sanitation, where does the contaminated water go?

--Directly into the storm sewer?

--Is the drain size adequate for high volumes of feces-polluted water?

--Is there more than one drain?

3. How will other waste be contained between scheduled pick-ups?

4. I note that Roseville Codes, Ch1007.01A4 discusses a 40-foot strip between the back boundary and the residential area that is to be landscaped, and not to be used for parking. Is part of the Conditional Use Permit to allow the play yard closer than this 40-foot zone?

5. Regarding screening, our house and the Solberg house to our east are still looking into a ridiculous gap in the privacy fence, where the fences are 15 feet away from each other, giving us a clear and ugly view of the industry property. Is the City requesting that you as new proprietors would somehow fix that that bizarre gaffe as part of the Code Ch1007.01A4 or Code Ch 1007.01A2?

6. I'm not sure that the Grand Avenue Dog Days facility is a parallel example for property value comparisons, as that Macalester-Groveland area tends to have quite high property values throughout...my guess would be that they are substantially higher than those in this Rose Place neighborhood--and might be comparing apples to oranges.

Also, the Roseville Animal Hospital does not seem a helpful comparison, as it is totally indoors. Plus, it has a tall tree/shrub area plus a garage and parking area serving as a de facto buffer area between it and the apartment building.

Sorry it's taken a while to get back to you. I know it's helpful for you to get as much on the table as possible before the November meeting.

Thanks, Kristen.

Sincerely,
Molly Redmond
1455 Rose Place

2. Sent by Kristen in response, Oct 15,

Hi Molly,

Thank you so much for your communication with us. We understand your concerns and are happy to answer all of your questions to help ensure that these are not feasible issues for a well-run dog daycare. Here are responses to the questions you outlined:

1. Our plan is to use turf/synthetic grass in the outdoor area. AstroTurf is very commonly used for outdoor play areas at dog daycares. It is the most popular option, as it has a non-porous rubber bottom layer, is very durable and is easy to clean. In fact, many homeowners buy astroTurf to specifically use as a pet bathroom area (even indoors). The American Kennel Club actually produces such a product - <https://www.pottypatch.com/>. Feces will be picked up and bagged. Urine and wet feces will be cleaned and sanitized. This cleaning process includes spraying the area, combined with the use of anti-bacterial, urine-neutralizing and odor-eliminating products. All products used will be non-toxic and environmentally safe, meaning they are non-harmful to animals, people and the natural surroundings. There are many products in the market, but some popular examples used at dog daycares nationwide are the Green Scene and Nil Odor lines. If you'd like, you can read more about these products here:
<http://www.all-greenjanitorialproducts.com/Green-Scene-All-Purpose-Neutral-Cleaner-p/1001.htm>
<http://www.all-greenjanitorialproducts.com/Bacteria-Enzyme-Urine-Digester-p/1087.htm>
<http://www.all-greenjanitorialproducts.com/Water-Soluble-Odor-Neutralizer-p/1086.htm>
2. All dog poop will be picked up, and the area will be cleaned via the methods described above. The described cleaning products neutralize the bacteria and leave us with an environmentally-friendly water/cleanser mix. The amount of liquid produced by this cleaning will be less than that produced by a normal lawn-watering or a standard rainfall, so volume is not a concern. It will runoff into the storm sewer.
3. Our plan for the outdoor area includes a small enclosed space for the garbage that will house waste until it is picked up. All waste will be put into odor eating bags prior to being put in the garbage cans.
4. There will not be parking within 40 feet of the fence. The new privacy fence we are installing will be approximately 15 feet from the current fence in place.
5. Our space is the warehouse and office space on the East side of the building. We are leasing the space from the property owners, and the fence gap that you mention is not part of our area. Our lease does not include the outdoor space to the West side of the warehouse. As such, they will not be requiring us to fix that as it is not our property and we are not leasing that area.
6. I tried to find comparable dog daycares in the Twin Cities. There are quite a few of them in the metro area, but it would be difficult to find an exact comparison. There are many around the county, a fair amount of which have one side (if not more) bordering residential properties.

Thank you again for your communication. I hope these responses have helped you further understand these issues. We would love to have the

opportunity to meet you and would be happy to have you come by the space for a tour and guide of what will be happening on a normal day at the daycare. Additionally, we plan to set-up a tour of another dog daycare that works with a similar quantity of dogs, so that city officials may see first hand that noise, odors, etc will not be issues. I would recommend that you attend if you are able to. Please let me know if you have any further questions.

Thanks and have a wonderful day!

Kristen

3. Sent by me Oct 15 in Response to Kristen's note of Oct 15

Hi Kristen, and thanks for your quick & comprehensive response. Clearly, dog sanitation issues are a lot more sophisticated than my simple plastic bags & trowels experience.

>

I am assuming that the City has had some sort of engineer look at the capacity of the storm sewer regarding volume of runoff per cleaning, etc.

If I sound like a nutcase on this subject, it's because, in the past, there was an episode where the storm sewer serving the industry behind us was not adequate to their property usage, and we wound up with periodically flooded backyards until the City had one with a large opening capacity installed. (Mallard ducks could swim there...)

>

I do admit to still having some concerns re barking--because 5 out of the 6 properties on the north side of Rose Place down to the cul-de-sac end have dogs... Maybe the double dose of privacy fences will do the trick.

>

By the way, off-topic, Pet Haven is great. Many years ago, we got a spectacular dog from them.

Sincerely,
Molly Redmond
1455 Rose Place

**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 8th day of November 2010 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 WOOF ROOM, DOG DAYCARE AND
BOARDING, AT 1430 COUNTY ROAD C AS AN INTERIM USE IN ACCORDANCE
WITH §1013.09 OF THE ROSEVILLE CITY CODE (PF10-024)**

WHEREAS the property at 1430 County Road C is owned by MT Holdings II, LLC., which supports the application by The Woof Room; and

WHEREAS, the subject property is legally described as:

**Registered Land Survey 070, ex. the W 306 feet, Tract D
PIN: 10-29-23-21-0038**

WHEREAS, the property owner seeks to allow a dog daycare and boarding facility; and

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed INTERIM USE on November 3, 2010, voting 6-1 to recommend approval of the use based on the comments and findings of the staff report prepared for said public hearing which found to adequately address the concerns raised by the public; and

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

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the proposed dog daycare and boarding as an INTERIM USE in accordance with Section §1013.09 of the Roseville City Code, subject to the following conditions:

- a. The daycare use shall be limited to 40 dogs and the overnight boarding use shall be limited to 17 dogs, but additional capacity may be considered and allowed through future INTERIM USE approvals;
- b. All exterior walls and ceilings of the indoor dog daycare, play areas, and boarding spaces shall be comprised of brick/concrete block or shall be covered with

gypsum board or other sound-insulating material to be approved as part of the building permit review process;

- c.** All solid pet waste shall be collected at least once each day, placed in bags to minimize odors, and deposited into the trash;
- d.** All affected indoor flooring areas shall be promptly cleaned up using appropriate cleaning/disinfecting products following pet waste “accidents”;
- e.** The outdoor activity area shall be thoroughly cleansed and rinsed at least once each day during warm weather, and as soon as practicable after periods of freezing weather, with all of the rinse water being directed into a rain garden approved by the City Engineer;
- f.** The outdoor activity area shall be enclosed with an opaque screening fence, 8 feet in height, and located at least 40 feet from the southern property boundary;
- g.** The outdoor activity area shall not be used for recreational purposes between 7:00 p.m. and 7:00 a.m.;
- h.** If barking becomes a nuisance to surrounding property owners, the business owner shall work with City staff to identify additional measures to mitigate the problem and shall then implement such measures;
- i.** Retail sales of pet-related items shall be limited in scope so as to be clearly ancillary to the daycare/boarding use; and
- j.** This approval shall expire on October 31, 2015 or upon the discontinuation of the dog daycare/boarding use for more than 60 consecutive days, whichever comes first. The dog daycare/boarding use shall only be continued beyond October 31, 2015 with renewed approval of the interim use; application for renewal should be made by September 1, 2015 to ensure that a renewed approval may be granted prior to October 31st.

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.

REQUEST FOR COUNCIL ACTION

Date: November 8, 2010
Item No.: 12.f

Department Approval



City Manager Approval



Item Description: Approve Development Agreement Between the City and United Properties Residential LLC for Dedication of Increment from TIF 19 to Phase 1 of Applewood Pointe on Langton Lake Development.

BACKGROUND

On June 10, 2010, United Properties made an application to the City requesting the creation of an economic development TIF district in order for the City to provide financial assistance the Applewood Pointe of Roseville at Langton Lake senior housing cooperative project. In its application for financial assistance, the developer requested that the City reduce park dedication fees for the project by \$1,000 per unit and fill a portion of the identified gap with proceeds from a new TIF district. Together, the financial request totaled \$659,000.

City staff did not feel that park dedication fees should be reduced as part of the project. Therefore, since the total request for assistance was \$659,000, staff has incorporated that amount into the TIF development agreement.

On September 13, 2010, the City Council created Tax Increment Financing (TIF) District No. 19. Through that approval, the City created the mechanism by which to provide support to the development, but did not obligate itself to provide assistance at that time. To provide assistance, the City and the developer must enter into a development agreement that sets forward the level of and conditions upon the financial assistance.

Attachment A of this report is a proposed development agreement between the City and the developer. As proposed, assistance will be provided to the developer on a pay-as-you-go basis to offset TIF-eligible costs associated with Phase 1 of the senior cooperative project. The City will not be providing any up-front funds to the project through the issuance of tax increment revenue bonds; instead, the City will issue the developer a tax increment revenue note. The City will only repay the note to the developer through revenue generated by TIF 19. If the TIF district does not perform as projected in the TIF Plan, the City will not be responsible to fulfill the outstanding balance, thus minimizing the potential financial risk to the City.

The general terms of the note include:

- Principal: Up to \$659,000
- Interest Rate: 7 percent, annual
- Term: Up to 9 years
- Repayment: 80 percent of TIF collected

Based on the development schedule and future market value assumption, the developer will only be able to collect the full assistance if all three phases of the development occur, which includes both phases of the senior-cooperative project and the assisted-living project.

At the September 13 meeting, council members asked if the City could participate in the “up-side” of this development if the developer’s revenues exceeded those identified in the project pro forma. Cities do this by implementing a “look-back” requirement in the development agreement. A look-back requirement generally sets a level of return on investment that the City is willing to help the developer achieve and then adjusts the amount of increment that the developer receives upon submission of project financials over time. Staff discussed this option with the developer and they were receptive to the inclusion of this type of language; however, upon further review by the City’s financial consultant and development attorney, ultimately it was determined that the complexity this arrangement caused was unwarranted in this case due to the short duration of this district and the limitation set for the amount of increment to be received. Attachment B is a memorandum from Springsted summarizing this reasoning.

POLICY OBJECTIVE

The City’s 2030 Comprehensive Plan advocates for redevelopment that helps to achieve the City’s goals. Goal 1 in the Economic Development and Redevelopment Chapter of this plan states: “Foster economic development and redevelopment in order to achieve Roseville’s vision, create sustainable development, and anticipate long-term economic and social changes.” Further, Policy 1.5 suggests creating public-private partnerships to achieve the City’s goals, when appropriate. Roseville is an aging community and as the population ages the need for additional senior living opportunities will increase. The City’s Housing and Redevelopment Authority completed a multi-family housing market study in 2009, which identified a need for additional senior units in Roseville. With this project, United Properties is working to fill this market need. By providing financial assistance to this project, the City will be forming a public-private financial partnership to bring this project to fruition.

BUDGET IMPLICATIONS

The creation of TIF District No. 19 does not impact the City’s budget. The City, as with all of the other taxing jurisdictions, will continue to generate taxes from the same level of tax capacity as it is today from these properties during life of this TIF district. The additional tax capacity generated by these properties through the development of the senior housing cooperative and assisted-living facility will be captured by the TIF district. After the financial obligation to the developer is fulfilled by the City with revenue generated by the district, the tax capacity captured by the district will be released to the taxing jurisdictions.

STAFF RECOMMENDATION

Staff recommends that City Council approve the proposed development agreement with United Properties Residential LLC to give TIF assistance in the amount of \$659,000.

REQUESTED COUNCIL ACTION

By motion, approve the development agreement between the City of Roseville and United Properties Residential LLC dedicating tax increment from TIF District No. 19 to the Phase 1 development at Applewood Pointe of Roseville at Langton Lake in substantially the form shown in Attachment A of this report, subject to modification approved by the City Manager and the City’s legal counsel.

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Draft Development Agreement by and between the City of Roseville and United Properties Residential LLC

B: Memorandum from Springsted dated October 27, 2010

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF ROSEVILLE, MINNESOTA

AND

UNITED PROPERTIES RESIDENTIAL LLC

This document drafted by:

BRIGGS AND MORGAN
Professional Association
2200 First National Bank Building
St. Paul, Minnesota 55101

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2010, by and between the City of Roseville, Minnesota (the “**City**”), a municipal corporation existing under the laws of the State of Minnesota and United Properties Residential LLC, a Minnesota limited liability company (the “**Developer**”).

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.134, the City has heretofore established Municipal Development District No. 1 (the “**Development District**”) and has adopted a development program therefor (the “**Development Program**”); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1799, as amended (hereinafter, the “**Tax Increment Act**”), the City has heretofore established, within the Development District, Tax Increment Financing (Economic Development) District No. 19 (the “**Tax Increment District**”) and has adopted a tax increment financing plan therefor (the “**Tax Increment Plan**”) which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Roseville, Minnesota, its successors and assigns;

Commencement of Construction means the issuance of all building permits and any other permits the City requires for construction of the Project and commencement of physical construction of the Project on the Development Property;

Completed Residential Building means any multi-unit residential building constructed during the Term of this Agreement upon the Development Property **and** for which the City has issued a certificate of occupancy or has otherwise authorized such building for occupancy;

Developer means United Properties Residential LLC, its successors and assigns in the development and construction of the Project; Developer specifically does not include any cooperative association and/or its members or other owners of Completed Residential Building(s) on the Development Property;

Development District means the real property included in the Municipal Development District No. 1 heretofore established;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the adoption and administration of the Tax Increment Financing Plan, the preparation of this Agreement and the issuance of the TIF Note;

Note Payment Date means February 1, 2012, and each February 1 and August 1 of each year thereafter to and including August 1, 2020; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Post Project Phases means the development and construction of any Completed Residential Building on the Development Property subsequent to the Project.

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its “prime rate” or “reference rate” or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the construction of an approximately 48-unit senior cooperative apartment building by the Developer on a portion of the Development Property;

Site Improvements means those site improvements identified on Exhibit C attached hereto to be undertaken on or adjacent to the Development Property;

State means the State of Minnesota;

Tax Increments means 80% of the tax increments derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1799, as amended;

Tax Increment District means Tax Increment Financing (Economic Development) District No. 19 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council and any future amendments thereto;

TIF Note means the Tax Increment Revenue Note (Applewood Pointe Senior Cooperative Housing Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is an “economic development district” within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12 and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for the costs of the Development Property and the costs of certain Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City is entering into this Agreement to provide assistance to a housing project; consequently, the business subsidy provisions of Minnesota Statutes, Section 116J.993 to 116J.995 do not apply.

(6) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer’s purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles, operating agreement or the laws of the State.

(2) The Developer will cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer prior to July 1, 2011, and in the opinion of the Developer would not be economically feasible prior to July 1, 2011, without the assistance and benefit to the Developer provided for in this Agreement.

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which they are bound, or constitutes a default under any of the foregoing.

(5) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(6) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) Commencement of Construction shall begin by _____, 2011 and the construction of the Project will be substantially completed by December 31, 2012, subject to Unavoidable Delays, and will create jobs in the State.

(8) The Developer will not seek a reduction in the market value as determined by the Ramsey County Assessor of the Project or any Post Project Phases or other facilities that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Notes remain outstanding. The City acknowledges that this representation shall not be binding upon subsequent owners of Completed Residential Buildings within the Development Property.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Land Acquisition, Site Improvements and Legal and Administrative Expenses.

(1) The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of the acquisition of those portions of the Development Property necessary for the Project and the Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for up to \$659,000 of the costs of the Development Property and Site Improvements actually incurred and paid by the Developer (the “**Reimbursement Amount**”) as further provided in Section 3.2.

(2) The Developer has deposited with the City the sum of \$5,000 to reimburse the City for its actual out of pocket Legal and Administrative Expenses and any excess will be returned to the Developer. The Legal and Administrative Expenses shall be paid by the City from said Developer’s deposit. If the City determines said deposit to be inadequate, the Developer shall provide additional funds to be escrowed or to pay Legal and Administrative expenses when due.

Section 3.2. Reimbursement: Tax Increment Revenue Note. The City shall pay the Reimbursement Amount through the issuance of the City’s TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the Developer has incurred and paid costs for acquisition of Development Property and all of the Site Improvement costs, as described in and limited by Section 3.1 and shall have submitted paid invoices for the Site Improvements and purchase and settlement statement(s) relating to the purchase of some or all of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date of issuance of the TIF Note, at 7.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30 day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments received by the City during the preceding 6 months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and

interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2(2).

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be “**Events of Default**” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any *ad valorem* real property taxes assessed with respect to those portions of the Development Property owned by Developer.

(2) Failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(3) The holder of any mortgage on those portions of the Development Property owned by Developer or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents; and Developer fails to cure such default and reinstate the mortgage obligations as provided by Minnesota law.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days’ written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) The Developer covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "**Indemnified Parties**") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate)

as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as an “economic development district” under Section 469.174, Subdivision 12 and Section 469.176, Subdivision 4c of the Act, or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a housing project and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

United Properties Residential LLC
3500 American Boulevard West, #200
Bloomington, MN 55431
Attn: Alex Hall and Brian Carey

- (2) in the case of the City is addressed to or delivered personally to the City

at:

City of Roseville, Minnesota
Roseville City Hall
2680 Civic Center Drive
Roseville, MN 55113-1815

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7. Expiration. This Agreement shall expire on the earlier of (i) February 1, 2020, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

Section 5.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9. Assignability of Agreement. This Agreement may be assigned only with the consent of the City. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf on or as of the date first above written.

CITY OF ROSEVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

This is a signature page to the Development Agreement by and between the City of Roseville, Minnesota and United Properties Residential LLC

IN WITNESS WHEREOF, the Developer has caused this Development Agreement to be duly executed in its name, on or as of the date first above written.

UNITED PROPERTIES RESIDENTIAL LLC

By: _____
Its: _____

This is a signature page to the Development Agreement by and between the City of Roseville, Minnesota and United Properties Residential LLC

EXHIBIT A

Description of Development Property

Property located in the City of Roseville, Ramsey County, Minnesota with the following parcel identification numbers:

04.29.23.22.0104

04.29.23.22.0105

Parcel A:

The Westerly 250.00 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 4, Township 29, Range 23 lying Northerly of the Southerly 123.00 feet thereof and lying Southerly of the record plat of White Oak Hills No. 2 according to the plat on file and of record in the Office of the County Recorder, all in Ramsey County, Minnesota;

Together with an easement for ingress and egress over the Northerly 30.00 feet of the Southerly 123.00 feet of the Westerly 150.00 feet of the Westerly 250.00 feet of the Northwest Quarter of the Northwest Quarter of Section 4, Township 29, Range 23 laying Southerly of the record plats of White Oak Hills No. 2, Cave's North Boundary Second Addition, and Cave's North Boundary Addition, all according to plats on file and of record in the Office of the County Recorder, all in Ramsey County, Minnesota.

Ramsey County, Minnesota
Abstract Property

Parcel B:

The Southerly 123.00 feet of the Easterly 217.00 feet of the Westerly 250.00 feet and that part of the Easterly 652.68 feet of the Westerly 902.68 feet of the Northwest Quarter of the Northwest Quarter of Section 4, Township 29, Range 23, lying Southerly of the record plats of White Oak Hills No. 2, Cave's North Boundary Second Addition and Cave's North Boundary Addition, all according to plats on file and of record in the Office of the County Recorder, all in Ramsey County, Minnesota.

Ramsey County, Minnesota
Abstract Property

04.29.23.23.0019

04.29.23.23.0020

The west 250.15 feet of the south 5 acres of the north 8 acres of the Southwest Quarter of the Northwest Quarter of Section 4, Township 29, Range 23, subject to the right-of-way of Cleveland Avenue North, Ramsey County, Minnesota;

And

The west 250.15 feet of the north 3 acres of the Southwest Quarter of Northwest Quarter of Section 4, Township 29, Range 23, subject to the right-of-way of Cleveland Avenue North, Ramsey County, Minnesota.

EXHIBIT B

Form of TIF Note

No. R-1

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF ROSEVILLE

TAX INCREMENT REVENUE NOTE
(APPLEWOOD POINTE SENIOR COOPERATIVE HOUSING PROJECT)

The City of Roseville, Minnesota (the “**City**”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “**Payment Amounts**”) to United Properties Residential LLC (the “**Developer**”) or its registered assigns (the “**Registered Owner**”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$659,000 as provided in that certain Development Agreement, dated as of _____, 2010, as the same may be amended from time to time (the “**Development Agreement**”), by and between the City and the Developer. The unpaid principal amount hereof shall bear simple, non-compounding interest from the date of this Note at the rate of seven and no hundredths percent (7.00%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on February 1, 2012, and on each February 1 and August 1 thereafter to and including August 1, 2020, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the “**Payment Dates**”). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from 80% of tax increments (the “**Tax Increments**”) from the Development Property (as defined in the Development Agreement) within the City’s Tax Increment Financing (Economic Development) District No. 19 (the “**Tax Increment District**”) within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1799, as the same may be amended or supplemented from time to time (the “**Tax Increment Act**”). This Note shall terminate and be of no further force and effect

following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof, on the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full (in an aggregate principal amount not to exceed \$659,000), whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Roseville, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Manager and has caused this Note to be dated as of _____, 20____.

City Manager

Mayor

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of United Properties Residential LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF <u>REGISTERED OWNER</u>	DATE OF <u>REGISTRATION</u>	SIGNATURE OF CITY <u>CITY MANAGER</u>
United Properties Residential LLC 3500 American Boulevard W. Suite #200 <u>Bloomington, MN 55431</u>		

EXHIBIT C

Site Improvements

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Soil Corrections
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
On Site Utilities
Storm Water/Ponding
Outdoor Lighting
Parking, Driveway and Sidewalk Improvements



Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887

Tel: 651-223-3000
Fax: 651-223-3002
www.springsted.com

MEMORANDUM

TO: Pat Trudgeon, Community Development Director
Chris Miller, Finance Director
Jamie Radel, Economic Development Associate

FROM: Mikaela Huot, Assistant Vice President/Consultant

DATE: October 27, 2010

SUBJECT: Development Agreement between City of Roseville and United Properties, LLC

The City of Roseville established Tax Increment Financing (Economic Development) District No. 19 to provide assistance to the proposed Applewood Pointe Senior Cooperative Housing Project by United Properties (developer). Proposed development in the district includes 94 senior cooperative housing units and 93 assisted living units. The City and developer are in the process of entering into a Development Agreement that will include the terms of tax increment assistance. The City is considering the inclusion of a look-back provision within the Agreement.

Typically a look-back provision is to determine if the level of assistance approved prior to project commencement is appropriate based on actual project activities. If a development is generating a return significantly greater than initially anticipated as a result of increased revenues or decreased costs, the City may want to limit the amount of public assistance granted. This can be done with a reduction in the amount of subsidy, repayment of assistance or payment of excess profit to the City.

There are some challenges associated with a look-back provision such as agreed-upon definitions, i.e. reasonable approach, appropriate revenues and expenditures to be included, reasonable return amounts, and project completion dates. In this particular case, the question was raised regarding the City's ability to share in potential upside to the investment made by United Properties. This more commonly is included when a City shares in the upfront investment risk associated with a development.

In addition to the challenges listed above, the financing terms for this project lessen the need to include a look-back provision within the Agreement. Based on the current project financial assumptions, the developer will not realize the desired return amount with construction of the cooperative housing project. The project includes 2 phases of senior cooperative housing units, 50 and 44 units, respectively. However the only development being considered now is the

first phase, or 50 units. The anticipated return based on the first phase of development is well below the developer's return threshold of 14%. The projected return to the developer should increase with the construction of the remaining 44 senior co-op units, but is still not projected to provide a return near the developer's typical return threshold.

The terms of financial assistance to the developer include tax increment revenues from the 2 phases of the senior cooperative building, 50 and 44 units, respectively, as well as 93 units of assisted living. Both buildings are included within the boundaries of the TIF District. Springsted has not analyzed the projected return with the assisted living project component included due to lack of available information of the project. The working assumption is that the assisted living facility will not develop for several years. Should the project timing accelerate, we recommend the City consider a review of the financial proforma.

The term of the TIF District is eight years after receipt of first year increment, for a total of 9 years. Based on the terms of the agreement, United Properties has the ability to capture the increment from multiple phases of development in the TIF District. However, based on our analysis, the developer will need to construct all the improvements in the district in order to capture sufficient increment necessary to provide the required returns. Given the relatively short term of the district, it would not appear to be practical to include a lookback provision. The only way the developer will achieve the desired return would be to complete the entire project. Consequently, it would be highly unlikely that the Developer be unjustly enriched based on the current scenario.

Thank you for the opportunity to be of assistance to the City of Roseville. Please contact me at 651-223-3036 or mhuot@springsted.com with any questions or comments.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 8, 2010

Item No.: 13.a

Department Approval



City Manager Approval



Item Description: Bituminous Roadways Asphalt Plant Proposal Update

BACKGROUND

For the past year, the Bituminous Roadways proposal to construct an asphalt plant at 2280 Walnut Street in Roseville has been under environmental review and permitting with the Minnesota Pollution Control Agency (MPCA). The City was recently informed that the MPCA is suspending its review due to the ordinance recently passed by the City of Roseville prohibiting asphalt plants in industrial zoning districts. (Attachment A). An update of the status of the proposed asphalt plant is described below:

Prohibited Industrial Zoning District Uses Ordinance

The City Attorney has sent a letter to Bituminous Roadways informing them of the decision of the MPCA to suspend the environmental review due to the recent adoption of the ordinance prohibiting certain uses (Ordinance #1397), including asphalt plants. (Attachment B) As part of the letter, the City Attorney is asking, (based on the passage of ordinance prohibiting certain uses within the Industrial Zoning Districts), whether Bituminous Roadways will be withdrawing their application for a conditional use to have outside storage as part of the asphalt plant. Staff will update the City Council at the meeting if we receive a response from Bituminous Roadways.

If Bituminous Roadways does not withdraw their conditional use request, the City will need to take up the matter and make a decision regarding the application. Because the City received notice from the MPCA that the environmental review has been suspended, staff believes the 60-day clock for a decision has started. Given an October 29, 2010 receipt of notice date, the City will have until December 28, 2010 to make a decision regarding the conditional use application.

Staff would propose bringing the matter forward for City Council consideration on November 22, 2010.

Due to the adoption of Ordinance #1397, staff feels that a denial is warranted since the conditional use request for outdoor storage is in conjunction with an asphalt plant, which is a prohibited use in the I-2 Industrial Zoning District. The City Council would not need to adopt findings regarding the projects ability to meet the criteria for issuing a conditional use as described in Chapter 1014.01(D), since the outside use is an accessory use to a prohibited principal use. However, the City Council should adopt findings laying out the reasons and facts for denial, namely the fact that an asphalt plant and crushing is not a permitted use and thus an accessory use (outdoor storage of aggregate material) is not allowed. Staff would utilize the time between the November 8th meeting and the meeting on November 22nd to properly draft such findings.

Previous Industrial Zoning District

Staff considers the matter whether or not the asphalt plant as proposed would be allowed a moot point due to the adoption of Ordinance #1397. As outlined in the memo from the City Attorney that was reviewed at the October 25, 2010 City Council meeting, there are additional land use approvals needed for the project as proposed to be constructed. The operation of the overall asphalt plant is comprised of several different components, such as outdoor storage of aggregate (a conditional use), crushing (not a permitted use and would require an interim use approval), and storage tanks (a conditional use), that would need to be approved by the City Council.

Performance Standards

Staff continues to look at the information provided to the MPCA as part of the environmental review process to determine if the asphalt plant as originally proposed could meet the City's Zoning Code performance standards. Serious doubt that Bituminous Roadways can meet the City's industrial performance standards have been raised by the public and the City Council. As part of this analysis, staff has requested the information gathered so far by the MPCA, including any responses prepared to MPCA staff to the comments received as part of the EAW. Staff is hoping to complete this review in the next few weeks and will inform the City Council of our analysis. If it is determined that Bituminous Roadways cannot meet the industrial performance standards, staff will notify the applicant of that fact and inform them that their proposal is not permitted since it cannot meet our performance standards. Bituminous Roadways could appeal staff's decision on the use not meeting the City's performance standards to the City Council for final determination on the matter as prescribed in Chapter 1015.04 (C) of the City Code. If an appeal request is submitted, the City Council would hear that matter at a public meeting within 30 days of receiving the request.

It is important to point out that not all of the performance standards need to be violated for the use to be considered not permitted. For your information, here are the performance standards as they appear in the City Code. The Council should be aware that the particular wording of the performance standards may limit our ability to interpret whether a certain use meets or does not meet the code.

D. Performance Standards:

1. Noise: Any use established in an industrial district shall be so operated that no noise resulting from said operation which would constitute a nuisance is perceptible beyond the premises. This does not apply to incidental traffic, parking and off-street loading operations.

2. Smoke And Particulate Matter: The emission of smoke or particulate matter is prohibited where such emission is perceptible beyond the premises to the degree as to constitute a nuisance.

3. Toxic Or Noxious Matter: No use shall, for any period of time, discharge across the boundaries of the lot wherein it is located, toxic or noxious matter of such concentration as to be detrimental to or endanger the public health, safety, comfort or welfare or cause injury or damage to property or business.

4. Odors: The emission of odorous matter in such quantities as to be readily detectable beyond the boundaries of the immediate site is prohibited.

5. Vibrations: Any use creating periodic earthshaking vibrations, such as are created by heavy drop

74 *forges or heavy hydraulic surges, shall be prohibited if such vibrations are perceptible beyond the*
75 *boundaries of the immediate site.*

76
77 *6. Glare or Heat: Any operation producing intense glare or heat shall be performed within a*
78 *completely enclosed building.*

79
80 *7. Explosives: No activities involving the storage, utilization or manufacture of materials or products*
81 *which could decompose by detonation shall be permitted except such as are specifically licensed by the*
82 *city council. Such materials shall include, but not be confined to, all primary explosives such as lead*
83 *oxide and lead sulfate; all high explosives and boosters such as TNT, RDS, tetryl and ammonium*
84 *nitrate; propellants and components thereof such as nitrocellulose, black powder, ammonium*
85 *perchlorate and nitroglycerin; blasting explosives such as dynamite, powdered magnesium, potassium*
86 *chlorate, potassium permanganates and potassium nitrate, and nuclear fuels and reactor elements such*
87 *as uranium 235 and plutonium.*

88

89 **Next Steps**

90 Any future action will be based on the response of Bituminous Roadways. If the company decides to
91 withdraw their application for a conditional use, no further action needs to be taken by the city besides
92 acknowledging receipt of the withdrawal. If Bituminous Roadways decides to not withdraw their
93 conditional use application and/or contests the applicability of Ordinance #1397 to their project, the
94 City Council will need to take up consideration of the conditional use request and/or the appeal of
95 staff's decision that Ordinance #1397 applies to their proposal to the City Council for your
96 determination. Whatever the next steps are, it is essentially up to Bituminous Roadways to make a
97 decision on how they will proceed.

98 **REQUESTED COUNCIL ACTION**

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

Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071
Caroline Bell Beckman, City Attorney (651) 223-4999

Attachments: A: Letter for the MPCA dated October 29, 2010
B: Letter to Attorney Greg Korstad, Larkin, Hoffman, representing Bituminous Roadways, dated
November 1, 2010
C: Memo from City Attorney dated November 3, 2010



Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, MN 55155-4194 | 651-296-6300 | 800-657-3864 | 651-282-5332 TTY | www.pca.state.mn.us

October 29, 2010

Mr. Bill Malinen
City Manager
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Mr. Malinen:

As you are aware, Bituminous Roadways, Inc. has proposed and submitted permit applications for the construction of an asphalt production facility at the southeast corner of Terminal Drive and Walnut Street, within an industrial district in the city of Roseville, Minnesota. The primary elements of the proposed project include an asphalt plant, aggregate storage piles, periodic crushing operations, liquid asphalt cement storage tanks, and related material storage and handling facilities. The project was subject to the preparation of a mandatory Environmental Assessment Worksheet (EAW) with the Minnesota Pollution Control Agency (MPCA) acting as the responsible governmental unit. An EAW was prepared for the project and distributed for a comment period that began on July 12, 2010, and ended on September 10, 2010. Numerous comment letters were received during the EAW comment period, including a letter from the city of Roseville requesting the preparation of an Environmental Impact Statement.

On October 11, 2010, the Roseville City Council adopted an amendment of its land use ordinance that prohibits using land zoned as "industrial" for asphalt plants and for crushing or recycling of aggregate materials. The amended ordinance would appear to preclude the construction of an asphalt plant or aggregate crushing activities on the proposed project site. The ordinance amendment was published and became effective on October 19, 2010. Consequently, the proposed Bituminous Roadways Roseville Asphalt project, as it was described in an air quality permit application submitted to the MPCA and as it was reviewed in the EAW, appears to be prohibited by this newly enacted local law.

The MPCA does not conduct environmental review on projects that are prohibited by local law or are denied by another governmental unit and has suspended work on the environmental review and permitting of the project. If circumstances change regarding the status of permit application(s) submitted to the city or if the MPCA has not appropriately interpreted the amended ordinance, we request that you inform the MPCA.

If you have any questions or require further assistance, please contact me at 651-757-2181.

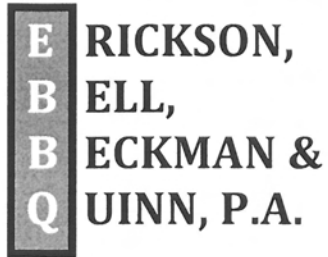
Sincerely,

A handwritten signature in black ink, appearing to read "Craig Affeldt", with a stylized flourish at the end.

Craig Affeldt
Supervisor, Environmental Review Unit
St. Paul Office
Regional Division

CA:mbo

cc: Kent Peterson, President, Bituminous Roadways, Inc.
Kathleen Winters, Office of the Attorney General
Kevin Kain, MPCA



1700 West Highway 36
Suite 110
Roseville, MN 55113
(651) 223-4999
(651) 223-4987 Fax
www.ebbqlaw.com

James C. Erickson, Sr.
Caroline Bell Beckman
Charles R. Bartholdi
Kari L. Quinn
Mark F. Gaughan
James C. Erickson, Jr.

Robert C. Bell – *of counsel*

November 1, 2010

Via E-mail and U.S. Mail

Mr. Greg Korstad
Larkin Hoffman Daly & Lindgren, Ltd.
1500 Wells Fargo Plaza
7900 Xerxes Avenue South
Minneapolis, MN 55431

RE: City of Roseville - Bituminous Roadways Conditional Use Permit Application
File No.: 1011-00196-1

Dear Mr. Korstad:

Enclosed please find correspondence from the MPCA indicating that they are suspending the environmental review process, based on the City's adoption of Ordinance 1397, amending section 1007.015 of the City Code to prohibit, among other uses, asphalt plants in the I-2 District.

In light of the MPCA's recent suspension of this matter, the Conditional Use Permit Application will be returned to the Council for consideration. Please advise if your client would like to withdraw the Application for the Conditional Use Permit because of the City's adoption of Ordinance 1397 (copy attached).

Thank you for your consideration.

Very truly yours,

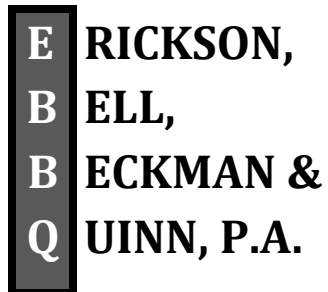
ERICKSON, BELL, BECKMAN & QUINN, P.A.

Caroline Bell Beckman

CBB/ljl/kmw

Enclosures

cc: Mayor and Members of Council
Mr. Bill Malinen
Mr. Pat Trudgeon



1700 West Highway 36
Suite 110
Roseville, MN 55113
(651) 223-4999
(651) 223-4987 Fax
www.ebbqlaw.com

Attachment C
James C. Erickson, Sr.
Caroline Bell Beckman
Charles R. Bartholdi
Kari L. Quinn
Mark F. Gaughan
James C. Erickson, Jr.

Robert C. Bell – *of counsel*

MEMORANDUM

TO: Bill Malinen, Mayor, and Members of Council

FROM: Caroline Bell Beckman

DATE: November 4, 2010

RE: Bituminous Roadways
Our File No: 1011-00196-1

As you know, the City has pending an application from Bituminous Roadways for a commercial use permit for outside storage to an asphalt plant. The Bituminous Roadways Conditional Use Permit Application was subject to a mandatory EAW by the Minnesota PCA. The EAW was then pending before the MPCA regarding request for preparation of an Environmental Impact Statement.

The Council, at its October 11, 2010 council meeting, adopted Ordinance No. 1397, which would amend 1007.015 to prohibit asphalt plants in the I-2 District. This Ordinance became effective upon publication on October 18, 2010.

On October 29, 2010, the Council was notified by the MPCA, that in light of the City's recent ordinance amendment precluding asphalt plants in the industrial district, that the MPCA is suspending the environmental review because "the MPCA does not conduct environmental review on projects that are prohibited by local law." See attached letter from MPCA.

Recommended Procedure

First, by the attached November 3, 2010 correspondence from our office to Bituminous Roadways' attorney, Greg Korstad, Bituminous has been given notice of the adoption of the ordinance amendment precluding asphalt plants. We have also inquired whether Bituminous still wishes to proceed with the Conditional Use Permit. Assuming Bituminous wishes the Conditional Use Permit Application to be heard by the City Council, the following is the recommended procedure for the same.

1. The matter should be scheduled before the Council within sixty (60) days of October 29, 2010, as the 60-day rule arguably may no longer be suspended.
2. The City, if it agrees with our legal opinion that the ordinance amendment effective October 18, 2010 applies to Bituminous should find the Conditional Use Permit Application moot and deny the same.
3. The City may also wish to examine whether the asphalt plant was permitted under the City's prior ordinance. This determination would be based on the accumulated information obtained through the Conditional Use Permit Application and an analysis of whether the asphalt plant, as proposed by Bituminous, was a permitted use. In determining whether the asphalt plant was a permitted use, the City would look at the following:
 - a. As indicated in our Memorandum of October 14, 2010, the application as proposed included not only the production of asphalt, but also outside storage of materials, storage tanks, a laboratory and crushing operations. The City should look at the totality of the use proposed.
 - b. The City may also wish to consider the performance standards (based upon the information received on this application) and whether the standards can be met. If not, regardless of the passage of the amendment to Ordinance 1007.015, the use is not permitted. If the City finds the plant as proposed is not permitted, even under the old Ordinance, then again, the Conditional Use Permit may be denied on those grounds.
4. Finally, should the City make a determination that our ordinance amending 1007.015 does not apply to Bituminous, and that the asphalt plant as proposed is a permitted use, then the City may consider the merits of the conditional use permit and what conditions, if any, may be applicable.

CBB/ljl/kmw

cc: Pat Trudgeon

From: Amy Ihlan [amy@briollaw.com]
Sent: Tuesday, November 02, 2010 10:57 AM
To: Bill Malinen; *RVCouncil
Subject: Request for Agenda Item

Dear Bill and Council,

I request that we add an item to our agenda for our next meeting to discuss the proposed expansion of Presbyterian Homes and its impacts on Roseville residents and consider steps the council and staff could take to protect the Shorewood Lane/Wheeler neighborhood. Could we please include all e-mail correspondence relevant to the issue as part of the packet, as well as any other information staff has regarding the proposal. Since this item is time-sensitive I would request that we take it up for discussion and possible action on November 8.

Thanks,

Amy

Amy J. Ihlan

Briol & Associates PLLC
3700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Amy@Briollaw.com

Phone: 612.337.8410
Fax: 612.337.5151

-----Original Message-----

From: Bill Malinen [mailto:bill.malinen@ci.roseville.mn.us]
Sent: Monday, November 01, 2010 4:56 PM
To: *RVCouncil
Subject: FW: Calendar Date Needed

Mayor & Councilmembers;

I had asked Engineering to prepare some information on the proposed Presbyterian Homes project in Arden Hills, and hope this helps answer questions you may have, particularly in light of an email we received this weekend from a neighbor. Please forward any questions you may have.

Presbyterian Homes of Arden Hills



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: Ramsey County (November 1, 2010), The Lawrence Group; November 1, 2010 for County parcel and property records data; November 2010 for commercial and residential data; April 2009 for color aerial



POPE
ARCHITECTS

PHS of Arden Hills Redevelopment 2010

ARDEN HILLS, MINNESOTA REVISED 10-6-10 | COMM. #72535-10080



presbyterian
homes & services

-----Original Message-----

From: Kristine Giga
Sent: Friday, October 29, 2010 4:30 PM
To: Bill Malinen
Cc: Duane Schwartz; Deb Bloom
Subject: RE: Presbyterian Homes Redevelopment

Presbyterian Homes is requesting approval of a Preliminary and Final Plat, Rezoning, CUP Amendment, and Master and Final PUD to allow for a redevelopment of their existing facilities located at 3120 and 3220 Lake Johanna Boulevard.

At the October 6, 2010, meeting the Arden Hills Planning Commission held a public hearing for the Presbyterian Homes redevelopment proposal. At that meeting Presbyterian Homes presented a number of possible revisions to their plan based on several community meetings with neighboring property owners and work session discussions with both the Planning Commission and City Council. At Presbyterian Homes' request and City Staff's recommendation, the Planning Commission tabled the item to give the applicant additional time to explore possible revisions and to give Staff time to fully review any changes to the plans.

Presbyterian Homes has since made several alterations to their original plans and submitted a revised land use application. The Planning Commission will hold a second public hearing on the revised redevelopment proposal on November 3, 2010, and make a recommendation to the City Council.

The following is a summary of information on the project relating to number of units, parking, and traffic:

Number of Units:

Presently Presbyterian Homes has 396 units between the Lakeview Residence, the McKnight Care Center, and the Sutton Place apartments. The breakdown of the existing and proposed units is listed below:

	Current	Initially Proposed	Revised Proposal
Care Center	208	208	208
Assisted Living Suites	136	48	76
Assisted Living Memory Suites	33	36	36
Independent Senior units	19	68	54
Brownstone Senior units	0	36	36
 Main Campus Total	 396	 396	 410

Parking:

The existing facility currently has 250 surface parking stalls. While the number of existing stalls appears to be adequate, the location of the stalls and their proximity to the primary entrance of the facility means that employees tend to park on the street rather than in designated spaces. The applicants are proposing to construct 357 parking stalls as part of the redevelopment project. The proposed project would have 175 surface stalls, a reduction of 75 stalls, allowing for more green space and storm water treatment on site. However, the project would also have 182 underground parking stalls for residents. In an effort to limit the number of surface parking stalls, Presbyterian Homes is proposing six stalls as proof of parking. These spaces would remain green space unless Presbyterian Homes determines that they are needed in the future, in which case they could be constructed at that time.

Traffic:

There are a total number of 978 daily trips on the existing site. The projected total number of daily trips on the proposed site is 1,030. Staff is evaluating the breakdown and requesting additional information on how the projected traffic counts will impact Wheeler.

Roseville Engineering staff has been reviewing the redevelopment on behalf of Arden Hills through the Joint Powers Agreement. Roseville's interests and concerns have also been considered during the review process. We have requested additional information from the developer to better evaluate potential traffic impacts to the residential neighborhoods surrounding the redevelopment site. If the proposal is approved by the Arden Hills Planning Commission and City Council, one of the proposed conditions is that final design is subject to the approval of the Public Works Department. Roseville Engineering staff will continue to have an opportunity to review and comment on the redevelopment through this process.

Please let me know if you have any additional questions.

Kristine Giga, P.E.
Civil Engineer
City of Roseville, 651.792.7048 (W,F)
City of Arden Hills, 651.792.7849 (M,T,Th)

-----Original Message-----

From: Bill Malinen
Sent: Friday, October 29, 2010 2:13 PM
To: Duane Schwartz; Deb Bloom; Kristine Giga
Subject: FW: Calendar Date Needed

Do you have some background information to pass on to Councilmembers who received this?

-----Original Message-----

From: BLSyverson@aol.com [mailto:BLSyverson@aol.com]
Sent: Friday, October 29, 2010 12:26 PM
To: *RVCouncil
Subject: Calendar Date Needed

Our neighborhood needs your help. Please see attachment.

Confidentiality Statement: The documents accompanying this transmission contain confidential information that is legally privileged. This information is intended only for the use of the individuals or entities listed above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of these documents.

From: [REDACTED]
Sent: Friday, October 29, 2010 12:26 PM
To: *RVCouncil
Subject: Presby Homes/Syverson Calendar Date Needed
Attachments: PresHomes3.doc

Our neighborhood needs your help. Please see attachment.

TO:

Roseville City Council
Roseville Planning Commission
Arden Hills City Council
Arden Hills Planning Commission
Mounds View City Council
Presbyterian Homes
S. Skeevatsan

c: Wheeler residents
Shorewood Curve
Shorewood Lane
K. Kobb
J. Rivard
T. Bondhus
J. Quesnell
A. Giese

We attended the Arden Hills Planning Commission Meeting on October 6, 2010, regarding the **Presbyterian Homes** proposed development. **The new design has an entrance and exit (140 cars) coming out onto Wheeler and crossing County Rd. D. We need help from our city councils.**

Fact: It will **increase additional daily traffic** on Wheeler where a speeding problem already exists.

Fact: There are **3-4 school buses on this corner each school morning and afternoon**. While the children are waiting for a bus, they are playing. **This heavy traffic presents a hazard to these children. There are also buses for special needs children and St. Johns Catholic School.**

Fact: This will create a completely unacceptable **danger** to the residents on Wheeler and related streets, both for **walkers, drivers, preschool children and students**.

Fact: The additional traffic and overflow parking will also **block our driveways and mail boxes**.

Fact: This huge complex would create a visual nightmare for anyone on the South and East sides of the development. **Tree replacement does not occur until trees mature** which takes years. We are proud of our neighborhood and moved here because it was a nice quiet area to live and retire.

Solution:

Use the present entrances/exits to Pres. Homes on County Road D and Lake Johanna Blvd., which would equalize the traffic for all streets. Automobile parking could be moved to the north side of the new building sites, rather than putting overflow on our streets.

Solution:

Stop signs should be placed on Shorewood Lane and Wheeler, also, on Shorewood Curve and Wheeler. This would slow down some of the speeders as they turn corners and would provide more safety for our children. No parking signs should be placed on Cty.Rd D. East of Fairview and Wheeler, on County Road D.

Solution:

Two "school bus" signs are needed: one on County Road D, west of Wheeler and one on Wheeler, south of County Rd. D.

Solution:

A Street light is needed on the corner of County Road D and Wheeler.

Solution:

A speed bump should be installed on Wheeler to slow down trucks and cars.

Respectfully submitted,

Roger J. Syverson

Bernadine L. Syverson

3087 Shorewood Lane

Roseville, MN 55113,



From: Chris Miller
Sent: Wednesday, October 20, 2010 7:04 AM
To: *RVCouncil
Cc: Duane Schwartz; Kristine Giga; Pat Trudgeon; Deb Bloom
Subject: Presbyterian Homes AH Redev/Miller FW: Presbyterian Homes proposal in Arden Hills

Dear Council,

Please see the email below from Duane Schwartz regarding Presbyterian Homes' proposed redevelopment of their Arden Hills facility on Fairview Avenue. Given the proximity of this facility, the proposed redevelopment has the potential for added traffic and other impacts on Roseville residents. Based on the information Duane has provided, it appears that the City of Arden Hills is evaluating the project in a manner similar to how we would, and is taking measures to address any concerns.

We will continue to monitor the proposed redevelopment to make sure Roseville's interests are communicated.

Thanks.

Chris Miller

From: Duane Schwartz
Sent: Tuesday, October 19, 2010 4:33 PM
To: Chris Miller
Cc: Pat Trudgeon
Subject: Presbyterian Homes proposal in Arden Hills

Chris,

Staff Engineer Kris Giga has been involved on behalf of Arden Hills in the review of proposed redevelopment by Presbyterian Homes in Arden Hills at the Ne corner of Co. Rd. D and Fairview Ave. The initial concept comments included reducing the impact of accesses to the residential neighborhoods to the east. The plan was revised to include only one access from the residential neighborhood at Wheeler St. and Co. Rd. D. This access is only for staff and a portion of the overall redevelopment. The larger share of the project will access Fairview Ave. Arden Hills has received comments from both Roseville and Arden Hills residents regarding traffic concerns. Arden Hills staff has requested estimates of number of vehicles which will be utilizing this access. The Public Hearing was continued to the first week in November at their Planning Commission. It appears there is another opportunity for resident comment at this meeting.

Duane

Confidentiality Statement: The documents accompanying this transmission contain confidential information that is legally privileged. This information is intended only for the use of the individuals or entities listed above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited. If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of these documents.

From: support@civicplus.com
Sent: Sunday, October 31, 2010 10:52 AM
To: *RVCouncil; Margaret Driscoll; Bill Malinen
Subject: Presb Homes/Watkin Online Form Submittal: Contact City Council

The following form was submitted via your website: Contact City Council

Subject: Presbyterian Homes Development

Name:: Julie Watkin

Address:: 3076 Shorewood Lane

City:: Roseville

State: : MN

Zip:: 55113

How would you prefer to be contacted? Remember to fill in the corresponding contact information.: No Reply Necessary

Home Phone Number::

Daytime Phone Number::

Email Address::

Please Share Your Comment, Question or Concern: FYI - communication sent to Arden Hills Planning Commission re proposed development by Presbyterian Homes

We are unable to attend the Arden Hills Planning Commission meeting on November 3 but wanted to voice our opinion on the Presbyterian Homes planned development in our neighborhood.

We have lived on Shorewood Lane for 15 years and during that time have seen an increase in traffic, which is understandable. However, we have been informed that Presbyterian Homes is now planning a very large development which will significantly increase the volume of traffic and noise in the neighborhood. With an entrance/exit planned for Wheeler/County Road D, Shorewood Lane and Wheeler will become dangerous for the MANY who walk there daily and children waiting for school buses. The quiet area we have enjoyed and for which we have paid significant property taxes for so many years will change.

We know that there is little we can do to change the plans for this development. However, we do request that the entrance/exit plans be changed to use the existing ones on Lake Johanna Blvd and keep the parking on the north side of the new building sites. Overflow parking on Shorewood/Wheeler is not acceptable. We also need stop signs on Shorewood Lane, Shorewood Curve and Wheeler to slow down speeders. Appropriate school bus signage also needs to be placed.

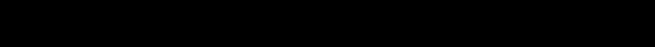
We were extremely surprised that we had heard nothing about this development before receiving notification from our neighbors. Given the mission of Presbyterian Homes, it is disappointing that they would not act more collaboratively and cooperatively with all of those who are so negatively impacted by their growth plans. We hope that the City Council

will hear our requests regarding safety and the impact on our neighborhood and act appropriately. Thank you.

Chuck & Julie Watkin
3076 Shorewood Lane
Roseville

Additional Information:

Form submitted on: 10/31/2010 10:52:16 AM

S 

Referrer Page: <http://www.ci.roseville.mn.us/index.aspx?NID=56>

Form Address: <http://www.ci.roseville.mn.us/forms.aspx?FID=115>

From: support@civicplus.com
Sent: Tuesday, November 02, 2010 10:23 AM
To: *RVCouncil; Margaret Driscoll; Bill Malinen
Subject: Presb Homes/Phillips Online Form Submittal: Contact City Council

The following form was submitted via your website: Contact City Council

Subject: Changes adjacent to Roseville

Name:: Pat Phillips

Address:: 3084 Shorewood Lane

City:: Roseville

State: : MN

Zip:: 55113

How would you prefer to be contacted? Remember to fill in the corresponding contact information.: Email

Home Phone Number::

Daytime Phone Number::

Email Address:: [REDACTED]

Please Share Your Comment, Question or Concern: To: Roseville City Council

CC: Roseville Planning Commission
Arden Hills City Council
Arden Hills Planning Commission

Fm: Patrick K. Phillips
3084 Shorewood Lane
Roseville, MN

Subject: Proposed development by Presbyterian Homes on property adjacent to Roseville at the intersection of Wheeler and County Rd. D

Our understanding of the proposed development is that Wheeler would be transformed from a two block residential street, entirely within Roseville, to a thoroughfare entrance into the Presbyterian Homes campus, PHC, by its extension North of County Rd. D. Making this a main entrance into PHC would encourage and promote traffic along Wheeler into PHC. Further, as Shorewood Lane, my street, is parallel to Wheeler, and as it is currently used as a pathway into PHC, its use would be expanded.

Fairview Avenue is a main thoroughfare and is the natural pathway for high volume traffic into the PHC. Residential streets are not, even though both Wheeler and Shorewood Lane are used for that purpose now. Currently there is no direct entrance from Wheeler into the PHC. Traffic must turn onto County Rd. D and then into the parking lot of the South section of the PHC. There is no direct vehicular connection from the South section to the North section of the PHC. By extending Wheeler northward into the main section of the PHC much additional traffic on Wheeler and Shorewood Lane should be expected.

Presbyterian Homes is certainly free to use their property for any legitimate purpose they wish, we decry the loss, in our neighborhood, of more athletic field land to be turned into parking lots and ramps. Extending Wheeler northward would do exactly that. Much more destructive to a neighborhood, however, is the transformation of a quiet neighborhood street into a thoroughfare entrance into the PHC.

Pat Phillips, landowner
Lot 5 Block 1 Shorewood, Roseville, MN

Additional Information:

Form submitted on: 11/2/2010 10:22:37 AM

Submitted from IP Address: [REDACTED]

Referrer Page: <http://www.ci.roseville.mn.us/Directory.aspx?did=17>

Form Address: <http://www.ci.roseville.mn.us/forms.aspx?FID=115>