



## City Council Agenda

Monday, January 9, 2017

**Commencing Immediately Following Oaths  
Economic Development Authority Meeting  
City Council Chambers**

*(Times are Approximate – please note that items may be earlier or later than listed on the agenda)*

**Public Reception** **5:15 p.m.**  
*(Coffee & Cake in the Lobby)*

**City Council Oaths of Office** **6:00 p.m.**  
*(City Council Chambers)*

Council Member Jason Etten

- Swearing In
- Recognition of family & friends
- Remarks

Council Member Lisa Laliberte

- Swearing In
- Recognition of family & friends
- Remarks

**Economic Development Authority** **6:20 p.m.**

- 6:40 p.m.    **1. Roll Call**  
Voting & Seating Order: McGehee, Willmus, Laliberte, Etten and Roe
- 6:42 p.m.    **2. Pledge of Allegiance**
- 6:44 p.m.    **3. Approve Agenda**
- 6:48 p.m.    **4. Public Comment**
- 6:53 p.m.    **5. Council Communications, Reports and Announcements**
- 6:58 p.m.    **6. Recognitions, Donations and Communications**  
a. Proclamation of Martin Luther King Jr. Day
- 7:00 p.m.    **7. Approve Minutes**  
a. Approve December 5 City Council Meeting Minutes

- 7:05 p.m.     **8. Approve Consent Agenda**
- a. Approve General Purchases and Sale of Surplus Items in Excess of \$5,000
  - b. Approve Resolution Designating Official Bank Depositories for 2017
  - c. Approve Resolution Designating Official Bank Signatories for 2017
  - d. Designate 2017 Legal Newspaper
  - e. Approve Annual 2017 City Sign Permits
  - f. Approve the Community Development Department Request for Approval of a Multi-year Electrical Inspection Professional Services Agreement
  - g. Approve Appointment of Codes Coordinator as Assistant Weed Inspector for 2017
  - h. Appoint Mayor and City Manager to Roseville Firefighter Relief Association
  - i. Authorization to Seek Donations for Various City Functions and Events
  - j. Authorize Design Services for the Replacement of Cedarholm Golf Course Clubhouse
  - k. Approve a Conditional Use pursuant to Table 1006-1 and §1009 of the City Code to allow a motor freight terminal at 2500 County Road C (PF16-027).
  - l. Approve Adopting a City of Roseville and Economic Development Authority (EDA) Acquisition Framework
- 7:15p.m.     **9. Consider Items Removed from Consent**
- 10. General Ordinances for Adoption**
- 11. Presentations**
- 7:20 p.m.     a. Subdivision Code Revision Introduction
- 12. Public Hearings**
- 13. Budget Items**
- 14. Business Items (Action Items)**
- 7:30 p.m.     a. Appoint Acting Mayor for 2017
- 7:40 p.m.     b. Consider Citizen Advisory Commission Reappointments

- 7:50 p.m.            c. Discussion of Council Liaisons
- 15. Business Items – Presentations/Discussions**
- 8:00 p.m.            a. Council Meeting Efficiency
- 8:30 p.m.            b. Discussion of City Council Rules of Procedures
- 8:40 p.m.            **16. City Manager Future Agenda Review**
- 8:45 p.m.            **17. Councilmember Initiated Items for Future Meetings**
- 8:50 p.m.            **18. Adjourn**

*Some Upcoming Public Meetings.....*

<b>January</b>			
Monday	Jan 9	6:20 p.m.	Economic Development Authority
Monday	Jan 9	6:40 p.m.	City Council Meeting
Tuesday	Jan 10	6:30 p.m.	Finance Commission
Thursday	Jan 12	6:30 p.m.	Community Engagement Commission
<i>Monday</i>	<i>Jan 16</i>		<i>City Offices Closed - Martin Luther King Jr.</i>
Tuesday	Jan 17	6:00 p.m.	Economic Development Authority
Wednesday	Jan 18	6:00 p.m.	Human Rights Commission
Monday	Jan 23	6:00 p.m.	City Council Meeting
Tuesday	Jan 24	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Jan 30	6:00 p.m.	City Council Meeting

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



## **Martin Luther King Jr. Day January 16, 2017**

**Whereas:** The City of Roseville recognizes and honors the work of Rev. Dr. Martin Luther King Jr.; and

**Whereas:** Rev. Dr. Martin Luther King Jr. was the chief spokesperson for nonviolent activism in the civil rights movement, which successfully protested racial discrimination in federal and state law; and

**Whereas:** Rev. Dr. Martin Luther King Jr. was jailed and arrested numerous times for speaking out against racism and discrimination and for trying to help African Americans to register and vote; and

**Whereas:** Rev. Dr. Martin Luther King Jr. was awarded the Nobel Peace Prize in December 1964; and

**Whereas:** Rev. Dr. Martin Luther King Jr. was assassinated on April 4, 1968 because of his fight for equality and civil rights for all; and

**Whereas:** An Act of Congress of the United States in 1983, declared the third Monday in January to officially honor Rev. Dr. Martin Luther King Jr.; and

**Whereas:** Rev. Dr. Martin Luther King Jr. said "Life's most persistent and urgent question is what are you doing for others;" and

**Whereas:** Each year, Americans across the country answer that question by coming together on MLK Day to serve their neighbors and communities.

**Now, Therefore Be It Resolved,** that the City Council hereby declare January 16, 2017, to be Martin Luther King Jr. Day in the City of Roseville and urges all citizens to join together to honor Dr. King by committing to volunteering in the community.

In the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

**In Witness Whereof,** I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this ninth day of January 2017.

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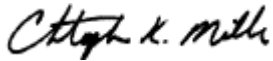
Mayor Daniel J. Roe

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 1/09/2017  
Item No.: 8.a

Department Approval

City Manager Approval




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

**BACKGROUND**

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

General Purchases or Contracts

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

<u>Division</u>	<u>Vendor</u>	<u>Description</u>	<u>Key</u>	<u>Budget Amount</u>	<u>P.O. Amount</u>	<u>Budget / CIP</u>
Facilities	Goodmanson Construction	Concrete @ City Hall entrance	(a)	\$ 15,000.00	\$ 28,432.00	CIP
Storm	Titan Machinery	Replace Towmaster Trailer		12,000.00	11,479.75	CIP
Public Works	Boyer Trucks	5-ton Dump Truck	(b)	230,000.00	68,564.00	CIP
Public Works	Towmaster Inc.	Dump Truck box, plow, wing, etc.	(b)	n/a	108,654.00	CIP

Comments/Description:

- a) Remove and replace selected concrete slabs at City Hall main entrance. Add'l funding not originally budgeted will come from delayed replacement of other items.
- b) 5-Ton dump truck tandem purchase for new truck, plus plow, wing, truck box, and other attachments. To be offset by a \$45,000 trade-in.

Sale of Surplus Vehicles or Equipment

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

<u>Department</u>	<u>Item / Description</u>
Public Works	Trade: 2006 International Tandem (\$45K)

**POLICY OBJECTIVE**

Required under City Code 103.05.

**FINANCIAL IMPACTS**

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

25 **STAFF RECOMMENDATION**

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

28 **REQUESTED COUNCIL ACTION**

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

31

32

Prepared by: Chris Miller, Finance Director  
Attachments: A: 2017 CIP Purchase Summary

33

**City of Roseville**  
2017 Summary of Scheduled CIP Items

Updated January 1, 2017

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
<b>Administration</b>					
Office Furniture		\$ -	\$ -	\$ -	\$ -
<b>Finance</b>					
Software Acquisition		-	20,000	-	20,000
<b>Central Services</b>					
Copier & Postage Machine Lease		-	77,840	-	77,840
<b>Police</b>					
Marked Squad Car Replacements		-	165,000	-	165,000
Unmarked Vehicle Replacement		-	24,000	-	24,000
CSO Vehicle		-	33,950	-	33,950
Vehicle Tools & Equipment		-	69,395	-	69,395
Vehicle Computers & Printers		-	13,045	-	13,045
Sidearms, Long-Guns, Non-Lethal Equip.		-	18,080	-	18,080
Tactical Gear		-	11,330	-	11,330
Crime Scene Equipment		-	3,000	-	3,000
Radio Equipment		-	15,500	-	15,500
Office Equipment		-	20,025	-	20,025
Office Furniture		-	2,100	-	2,100
Kitchen Items		-	2,060	-	2,060
<b>Fire</b>					
Battalion Chief Vehicle		-	45,000	-	45,000
Automatic External Defibrillator		-	8,000	-	8,000
Camera to assist with rescue/firefighting		-	7,000	-	7,000
Portable and mobile radios		-	80,000	-	80,000
Lighting equipment /portable		-	5,000	-	5,000
Response to water related emergencies		-	6,000	-	6,000
SWAT Gear/Equipment		-	10,000	-	10,000
Rescue Equipment		-	30,000	-	30,000
<b>Public Works</b>					
#111 - Bobcat, snow blower		-	20,000	-	20,000
#123 Patch Hook Body		-	75,000	-	75,000
#125 5-ton Dump (tandem)	1/9/2016	177,218	230,000	-	230,000
Electronic message board-attenuator		-	7,500	-	7,500
#166 Cimline Melter		-	50,000	-	50,000
#108 Hydro Seeder		-	60,000	-	60,000
#113 Tree chipper		-	55,000	-	55,000
Street Signs		-	50,000	-	50,000
Vehicle analyzer update		-	1,000	-	1,000
Jib crane (overhead motor & trolley)		-	7,500	-	7,500
Brake lathe		-	10,000	-	10,000
<b>Parks &amp; Recreation</b>					
Puppet Wagon		-	14,000	-	14,000
#519 Lee-boy grader		-	150,000	-	150,000
#520 Single axle trailer		-	5,000	-	5,000
#546 Toro groundmaster		-	35,000	-	35,000
#565 Smithco sweeper		-	8,000	-	8,000
#505 Holder snow machine		-	145,000	-	145,000

**City of Roseville**  
2017 Summary of Scheduled CIP Items

Updated January 1, 2017

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
<b>General Facility Improvements</b>					
Police & PW garage Co2/No2 detectors		-	9,200	-	9,200
Update Flooring CH/PD		-	75,000	-	75,000
Overhead door replacement		-	20,000	-	20,000
Tables and chairs City Hall		-	30,000	-	30,000
Central Park gymnasium		-	20,000	-	20,000
Variable speed pump-skating center		-	15,000	-	15,000
<b>Information Technology</b>					
Computers (Notebooks, Desktop, Mobile)		-	30,400	-	30,400
Monitor/Display		-	8,700	-	8,700
MS Office License		-	14,721	-	14,721
Desktop Printer		-	1,200	-	1,200
Network Printers/Copiers/Scanners (13)		-	17,000	-	17,000
Network Switches/Routers (Roseville)		-	26,000	-	26,000
Network Switches/Routers (Shared)		-	18,509	-	18,509
Servers - Roseville Standalone (5)		-	5,000	-	5,000
Servers - Host - Shared (5)		-	17,500	-	17,500
Storage Area Network Nodes- Shared (8)		-	27,500	-	27,500
Power/UPS - Closets (11)		-	1,320	-	1,320
Surveillance Cameras (53)		-	9,180	-	9,180
Telephone Handsets (283)		-	8,190	-	8,190
Wireless Access Points (38)		-	3,000	-	3,000
Office Furniture		-	25,000	-	25,000
<b>Park Improvements</b>					
Tennis & Basketball Courts		-	-	-	-
Shelters & Structures		-	-	-	-
Volleyball & Bocce Ball Courts		-	-	-	-
Pathway Lighting		-	-	-	-
PIP Items		-	-	-	-
Natural Resources		-	200,000	-	200,000
<b>Street Improvements</b>					
Improvements		-	2,100,000	-	2,100,000
<b>Street Lighting</b>					
Improvements		-	-	-	-
<b>Pathways (Existing)</b>					
Improvements		-	180,000	-	180,000
<b>Communications</b>					
Conference Room Equipment		-	4,500	-	4,500
Other Equipment		-	10,000	-	10,000
<b>License Center</b>					
General Office Equipment		-	17,900	-	17,900
Office Painting		-	6,500	-	6,500
Office Carpeting		-	15,000	-	15,000
<b>Community Development</b>					
Inspections Vehicle		-	18,000	-	18,000
Computer Replacements		-	5,000	-	5,000
Online Permit/Scheduling Software		-	50,000	-	50,000
Office Furniture		-	1,000	-	1,000



**City of Roseville**

Updated January 1, 2017

## 2017 Summary of Scheduled CIP Items

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
<b>Water</b>					
#208 Meter van		-	25,000	-	25,000
#210 4x4 pickup		-	25,000	-	25,000
#230 Ford 1/2-ton		-	20,000	-	20,000
#237 Wacker Compacter		-	50,000	-	50,000
Electronic message board-attenuator		-	7,500	-	7,500
Booster station building maintenance		-	40,000	-	40,000
Replace Water Tower Fence		-	20,000	-	20,000
Water main replacement		-	1,000,000	-	1,000,000
<b>Sanitary Sewer</b>					
Electronic message board-attenuator		-	7,500	-	7,500
Cleveland LS upgrade		-	550,000	-	550,000
Roof/Tuckpoint Fernwood/Rehab		-	75,000	-	75,000
Sewer main repairs		-	700,000	-	700,000
I & I reduction		-	100,000	-	100,000
<b>Storm Sewer</b>					
#132 Elgin sweeper 2002 3-wheel		-	225,000	-	225,000
Electronic message board-attenuator		-	7,500	-	7,500
Field Computer Add/Replacements		-	5,000	-	5,000
#165 5 ton trailer	1/9/2017	11,480	12,000	-	12,000
Walsh Storm station Upgrades		-	60,000	-	60,000
Pond improvements/Infiltration		-	300,000	-	300,000
Storm Sewer Replacement/Rehabilitation		-	400,000	-	400,000
<b>Golf Course</b>					
Gas Pump Replacement		-	10,000	-	10,000
Course Netting/Deck/Shelter		-	12,000	-	12,000
		-	-	-	-
Total - All Items			\$8,231,145	\$	- \$8,231,145

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 1/09/17  
Item No.: 8.b

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Department Approval

*Chris K. Miller*

City Manager Approval

*Sam J. Truog*

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Item Description: Designation of Official Bank Depositories for 2017

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1 **BACKGROUND**

2 State Statute requires the City to designate official bank depositories for which city funds may be  
3 deposited and held for safekeeping.

4  
5 The attached resolution lists those institutions that will be used for various banking services. The  
6 institutions are selected on a bid basis.

7 **POLICY OBJECTIVE**

8 The designation of official bank depositories is required under State Statute.

9 **FINANCIAL IMPACTS**

10 Not applicable.

11 **STAFF RECOMMENDATION**

12 Staff recommends approval of the attached resolution.

13 **REQUESTED COUNCIL ACTION**

14 Adopt the attached resolution designating the official bank depositories for 2017.

15

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution designating the official depositories for 2017

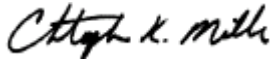
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**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 1/09/17  
Item No.:8.c

Department Approval



City Manager Approval



Item Description: Designation of Official Bank Signatories for 2017

1 **BACKGROUND**

2 State Statute requires the City to designate officials with the authority to sign checks for payment of  
3 goods and services. This includes checks processed through the City's payroll and accounts payable  
4 systems.

5  
6 Traditionally, the Mayor, City Manager, and Finance Director have been designated as authorized  
7 individuals.

8 **POLICY OBJECTIVE**

9 The designation of official bank signatories is required under State Statute.

10 **FINANCIAL IMPACTS**

11 Not applicable.

12 **STAFF RECOMMENDATION**

13 Staff Recommends that Mayor Dan Roe, City Manager Pat Trudgeon, and Finance Director Chris  
14 Miller be designated as official signatories for 2017.

15 **REQUESTED COUNCIL ACTION**

16 Adopt the attached resolution designating the Mayor, City Manager, and Finance Director as official  
17 signatories for 2017.

18

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution designating the Mayor, City Manager, and Finance Director as official signatories for 2017

19



**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 9, 2017  
Item No.: 8.d

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Department Approval

City Manager Approval



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Item Description:                      Designate 2017 Legal Newspaper

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1    **BACKGROUND**

2  
3    Minnesota Statute §331A requires cities annually to designate a legal newspaper for publication of  
4    ordinances and other notices.

5  
6    In 2016, the council approved a three-year contract with the Roseville Review, pending satisfaction with  
7    their service. The Roseville Review continues to provide quality service for public notices.

8    **FINANCIAL IMPLICATIONS**

9  
10    The 2017 budget includes funds for legal notices. In 2016 the City spent approximately \$3,700 on Legal  
11    Notices.

12    **REQUESTED COUNCIL ACTION**

13  
14    Motion designating the Roseville Review as the legal newspaper for the City of Roseville for 2017.

15  
16    **Prepared by:    Patrick Trudgeon, City Manager**

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 1-9-17  
Item No.: 8.e

Department Approval



City Manager Approval



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Item Description: Approve Annual City Sign Permits for 2017

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**BACKGROUND**

The City Council annually approves sign permits for City events held throughout the year by multiple City Departments.

For 2017 the Departments prepared the attached list of signage requirements for the entire year, recognizing that some events may change dates or times slightly.

The signs and displays must adhere to setback provisions, except for directional signage, which may be at the property line.

**STAFF RECOMMENDATION**

Staff recommends the Council approve the 2017 sign permit for City uses and promotions as listed in the attached summary.

**REQUESTED COUNCIL ACTION**

By motion, approve the 2017 sign permit for City uses and promotions as listed in the sign summary dated 1-9-17.

Prepared by: Lonnie Brokke, Director of Parks and Recreation and other departments as appropriate

Attachments: A: Annual City Temporary Signage 1-9-17

Annual City Temporary Signage 1-9-17

<b>EVENT/ACTIVITY</b>	<b>SIGN DESCRIPTION</b>	<b>LOCATION</b>	<b>TIMING</b>
<b>PR - Rink Attendants Wanted</b>	<ul style="list-style-type: none"> <li>4 x 4 two-sided display</li> </ul>	<ul style="list-style-type: none"> <li>At 6 warming house locations</li> </ul>	<ul style="list-style-type: none"> <li>As needed November / Dec</li> </ul>
<b>PR - Golf Course Specials</b>	<ul style="list-style-type: none"> <li>4 x 8 signs on plywood</li> </ul>	<ul style="list-style-type: none"> <li>Attached to clubhouse and I.D. sign</li> <li>Attached to fence along Hwy 36</li> </ul>	<ul style="list-style-type: none"> <li>April - October</li> </ul>
<b>PR - Discover Your Parks Series</b>	<ul style="list-style-type: none"> <li>4 x 8 signs on plywood</li> </ul>	<ul style="list-style-type: none"> <li>In front of each scheduled park</li> </ul>	<ul style="list-style-type: none"> <li>Various locations, May-August</li> </ul>
<b>PR - Community Halloween Party</b>	<ul style="list-style-type: none"> <li>4 x 8 sign on plywood</li> <li>directional</li> </ul>	<ul style="list-style-type: none"> <li>HANC</li> <li>CP Dale Street Arboretum area</li> </ul>	<ul style="list-style-type: none"> <li>October</li> </ul>
<b>PR – Nature Center Special Events Earth Day, Open House, Wild Rice Festival</b>	<ul style="list-style-type: none"> <li>4 x 8 sign</li> <li>Directional</li> </ul>	<ul style="list-style-type: none"> <li>HANC</li> </ul>	<ul style="list-style-type: none"> <li>Periodically Feb - September</li> </ul>
<b>PR – FOR Parks fundraising events</b>	<ul style="list-style-type: none"> <li>Directional</li> </ul>	<ul style="list-style-type: none"> <li>Numerous locations throughout the city</li> </ul>	<ul style="list-style-type: none"> <li>Select Dates June - November</li> </ul>
<b>PR – Passport to Play</b>	<ul style="list-style-type: none"> <li>4 x 8 sign on plywood</li> </ul>	<ul style="list-style-type: none"> <li>In front of each programmed park</li> </ul>	<ul style="list-style-type: none"> <li>May - August</li> </ul>
<b>PR - Summer Staff Recruitment</b>	<ul style="list-style-type: none"> <li>4 x 8 sign on plywood</li> </ul>	<ul style="list-style-type: none"> <li>Rotated among parks system-wide</li> </ul>	<ul style="list-style-type: none"> <li>February - May</li> </ul>
<b>PR –Arboretum Special Events Plant Sale</b>	<ul style="list-style-type: none"> <li>4 x 4 two sided display</li> </ul>	<ul style="list-style-type: none"> <li>Entrance to the Arboretum Parking Lot on Dale Street</li> </ul>	<ul style="list-style-type: none"> <li>Periodically May – September</li> </ul>
<b>PR - Rosefest events including Parade, Run/Roll for the Roses, Taste of Rosefest</b>	<ul style="list-style-type: none"> <li>Traffic information</li> </ul>	<ul style="list-style-type: none"> <li>Along and near route</li> </ul>	<ul style="list-style-type: none"> <li>June/July</li> </ul>
<b>PR - Holiday Craft Fair/Boutique</b>	<ul style="list-style-type: none"> <li>4 x 8 signs on plywood</li> <li>Directional</li> </ul>	<ul style="list-style-type: none"> <li>City Hall, Skating Center</li> <li>Civic Center and C and Woodhill,</li> <li>Numerous locations throughout City</li> </ul>	<ul style="list-style-type: none"> <li>December</li> </ul>
<b>PR - Art Series/Art and Craft Show</b>	<ul style="list-style-type: none"> <li>4x4 two-sided displays</li> <li>Directional</li> </ul>	<ul style="list-style-type: none"> <li>Roseville Skating Center</li> <li>Civic Center and C and Woodhill, entrance to Skating Center</li> <li>Numerous locations throughout City</li> </ul>	<ul style="list-style-type: none"> <li>Periodically March - December</li> </ul>
<b>PR – Wild Rice Festival</b>	<ul style="list-style-type: none"> <li>4 x 8 signs on plywood</li> <li>Directional</li> </ul>	<ul style="list-style-type: none"> <li>HANC</li> <li>Numerous locations throughout City</li> </ul>	<ul style="list-style-type: none"> <li>September-October</li> </ul>
<b>PR – Summer Special Events at Amphitheatre</b>	<ul style="list-style-type: none"> <li>Directional</li> </ul>	<ul style="list-style-type: none"> <li>Central Park Lexington and Amphitheatre area</li> </ul>	<ul style="list-style-type: none"> <li>May - August</li> </ul>
<b>PR – Tapping Time event</b>	<ul style="list-style-type: none"> <li>4 x 8 signs on plywood</li> <li>Directional</li> </ul>	<ul style="list-style-type: none"> <li>HANC</li> <li>Numerous locations throughout City</li> </ul>	<ul style="list-style-type: none"> <li>March</li> </ul>
<b>PR- Skating Center Events</b>	<ul style="list-style-type: none"> <li>Directional</li> <li>Welcome</li> </ul>	<ul style="list-style-type: none"> <li>Near Building</li> </ul>	<ul style="list-style-type: none"> <li>Major State/National/International events as scheduled</li> <li></li> </ul>
<b>PR – OVALumination</b>	<ul style="list-style-type: none"> <li>Identification</li> </ul>	<ul style="list-style-type: none"> <li>Trees around Roseville Skating Center</li> </ul>	<ul style="list-style-type: none"> <li>November – February</li> </ul>
<b>PD - Recruiting Police Reserves</b>	<ul style="list-style-type: none"> <li>5 x 5 two-sided display</li> </ul>	<ul style="list-style-type: none"> <li>In front of City Hall</li> </ul>	<ul style="list-style-type: none"> <li>As needed</li> </ul>
<b>PD- Family Night Out and Night to Unite</b>	<ul style="list-style-type: none"> <li>4 x 8 signs on plywood</li> </ul>	<ul style="list-style-type: none"> <li>City Hall and Central Park</li> </ul>	<ul style="list-style-type: none"> <li>July-August</li> </ul>



<b>FD – Fire Prevention Program</b>	<ul style="list-style-type: none"> <li>• Informational</li> </ul>	<ul style="list-style-type: none"> <li>• Fire Station</li> </ul>	<ul style="list-style-type: none"> <li>• As needed</li> </ul>
<b>FD - Fire Dept. Open Houses/Community Events</b>	<ul style="list-style-type: none"> <li>• 4x4 two-sided display</li> </ul>	<ul style="list-style-type: none"> <li>• Fire Station</li> </ul>	<ul style="list-style-type: none"> <li>• As needed</li> </ul>

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 1-9-17  
Item No.:8.f

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Department Approval



City Manager Approval



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Item Description: Approve the Community Development Department Request for Approval of a Multi-year Electrical Inspection Professional Services Agreement.

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1 **BACKGROUND**

- 2 • Attached is a proposed three year Professional Services Agreement (Attachment A) detailing the agreement  
3 between the City of Roseville and the City's electrical inspection contractor.  
4 • Previously, the agreement was a one-year contract. Starting in 2017, the request is for a three-year contract to  
5 cover the period of January 1, 2017-December 31, 2019.  
6 • The proposed service agreement with Togle Inspections, Inc. includes a requirement that the contractor;  
7 maintain insurance coverage, a State of Minnesota Master Electrician license and provide a monthly activity  
8 report. Eighteen cities (Roseville, Arden Hills, Blaine, Brooklyn Center, Brooklyn Park, Champlin, Crystal,  
9 Golden Valley, Lexington, Little Canada, New Hope, North Oaks, North St. Paul, Medicine Lake, Osseo,  
10 Ramsey, Robbinsdale and Shoreview) currently contract with Togle Inspections, Inc.  
11 • There are no increases in the electrical permit fees contained within the approved City of Roseville fee  
12 schedule for 2017. The contractor receives 80% of the electrical permit fee with the City retaining the  
13 remaining 20% of the electrical permit fee as compensation for processing the permit, as well as, other  
14 services associated with the permitting process.

15 **POLICY OBJECTIVE**

16 The Council considers this service contract at its renewal and accepts any comments from the applicant or  
17 interested persons.

18 **FINANCIAL IMPACTS**

19 Over the past ten years, the City has paid approximately \$66,000 per year to the electrical contractor with  
20 significant peaks and valleys year to year. Staff has reviewed the alternatives to the current approach, particularly  
21 jointly hiring a contractor or adding another inspector to handle both electrical and some building inspection  
22 activities. The amounts paid to the contractor over the last ten years are not at a high enough level to justify a  
23 long-term employee. There is also no guarantee that building levels will be as high as previous years. Togle  
24 Inspections, Inc. contract includes no fee increases for 2017.  
25

26 **STAFF RECOMMENDATION**

27 Staff recommends approval of the 2017-2019 three-year service agreement with Togle Inspections, Inc. and for  
28 the reviewing of the agreement at its renewal.  
29

30 **REQUESTED COUNCIL ACTION**

31 By motion approve the 2017-2019 Service Agreement with Togle Inspections, Inc. and authorize the Mayor and  
32 City Manager to sign the agreement, after review by the City Attorney.

Prepared by: David Englund, Codes Coordinator

33 Attachment A: Proposed Professional Services Agreement

Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the 9th day of January, 2017, between the City of Roseville, a municipal corporation (hereinafter "City"), and Tokle Inspections Incorporated, a corporation organized and existing under the laws of the State of Minnesota, (hereinafter "Consultant").

Preliminary Statement

The City has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

- 1. Scope of Work Proposal. The Consultant agrees to provide the professional services described below ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
a. Review electrical plans for sites and buildings;
b. Provide all required on-site electrical inspection services in relation to each electrical permit;
c. Retain all pertinent records and copies of permits and correspondence related to each permit and make them available to the City upon request;
d. Have open office hours each business day during which the property owners and staff may work with the inspectors;
e. Coordinate work (as necessary) with inspection work of the City through the Codes Coordinator;
f. Provide a monthly report summarizing permit activity;
g. Maintain a State of Minnesota Master Electrician License.
2. Term. The term of this Agreement shall be from January 1, 2017, through December 31, 2019, the date of signature by the parties notwithstanding.
3. Compensation for Services. The City agrees to pay the Consultant the compensation as allowed in Section 314.05 of City Code attached for the Work, subject to the following:

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- A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
- 58 4. ***City Representative and Special Requirements:***
- 59
- A. Tokle Inspections Incorporated shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
  - B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit A attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Consultant agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit A.
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- 76 5. ***Method of Payment.*** The Consultant shall submit to the City, on a monthly basis commencing on January 1, 2017, an itemized written invoice for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
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- A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Section 314.05 of City Code, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
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94 B. To receive any payment pursuant to this Agreement, the invoice must include the  
95 following statement dated and signed by the Consultant: "I declare under penalty of  
96 perjury that this account, claim, or demand is just and correct and that no part of it has  
97 been paid."  
98

99 The payment of invoices shall be subject to the following provisions:  
100

101 A. The City shall have the right to suspend the Work to be performed by the  
102 Consultant under this Agreement when it deems necessary to protect the City,  
103 residents of the City or others who are affected by the Work. If any Work to be  
104 performed by the Consultant is suspended in whole or in part by the City, the  
105 Consultant shall be paid for any services performed prior to the delivery upon the  
106 Consultant of the written notice from the City of such suspension.  
107

108 B. The Consultant shall be reimbursed for services performed by any third party  
109 independent contractors and/or subcontractors only if the City has authorized the  
110 retention of and has agreed to pay such persons or entities pursuant to Section 3B  
111 above.  
112

113 6. **Project Manager and Staffing.** The Consultant has designated the Community  
114 Development Director and the Codes Coordinator ("Project Contacts") to perform and/or  
115 supervise the Work, and as the persons for the City to contact and communicate with  
116 regarding the performance of the Work. The Project Contacts shall be assisted by other  
117 employees of the Consultant as necessary to facilitate the completion of the Work in  
118 accordance with the terms and conditions of this Agreement. The Consultant may not  
119 remove or replace the Project Contacts without the prior approval of the City.  
120

121 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be  
122 in accordance with the normal standard of care in Ramsey County, Minnesota, for  
123 professional services of like kind to the Work being performed under this Agreement.  
124

125 8. **Audit Disclosure.** Any reports, information, data and other written documents given to,  
126 or prepared or assembled by the Consultant under this Agreement which the City requests  
127 to be kept confidential shall not be made available by the Consultant to any individual or  
128 organization without the City's prior written approval. The books, records, documents  
129 and accounting procedures and practices of the Consultant or other parties relevant to this  
130 Agreement are subject to examination by the City and either the Legislative Auditor or  
131 the State Auditor for a period of six (6) years after the effective date of this Agreement.  
132 The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota  
133 Government Data Practices Act, to the extent the Act is applicable to data, documents,  
134 and other information in the possession of the Consultant.  
135

136 9. **Termination.** This Agreement may be terminated at any time by the City, with or  
137 without cause, by delivering to the Consultant at the address of the Consultant set forth in  
138 Provision 26 below, a written notice at least ten (10) days prior to the date of such

139 termination. The date of termination shall be stated in the notice. Upon termination the  
140 Consultant shall be paid for services rendered (and reimbursable expenses incurred if  
141 required to be paid by the City under this Agreement) by the Consultant through and until  
142 the date of termination so long as the Consultant is not in default under this Agreement.  
143 If the City terminates this Agreement because the Consultant is in default of its  
144 obligations under this Agreement, no further payment shall be payable or due to the  
145 Consultant following the delivery of the termination notice, and the City may, in addition  
146 to any other rights or remedies it may have at law or in equity, retain another consultant  
147 to undertake or complete the Work to be performed hereunder.  
148

149 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided  
150 under this Agreement without the express written consent of the City. If subcontracts are  
151 approved and entered into, the Consultant shall promptly pay any subcontractor involved  
152 in the performance of this Agreement as required by, and the Consultant shall otherwise  
153 comply with, the State Prompt Payment Act.  
154

155 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an  
156 independent contractor and not an employee of the City. No statement herein shall be  
157 construed so as to find the Consultant an employee of the City.  
158

159 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall  
160 not discriminate against any person, contractor, vendor, employee or applicant for  
161 employment because of race, color, creed, religion, national origin, sex, marital status,  
162 status with regard to public assistance, disability, sexual orientation or age. The  
163 Consultant shall post in places available to employees and applicants for employment,  
164 notices setting forth the provisions of this non-discrimination clause and stating that all  
165 qualified applicants will receive consideration for employment. The Consultant shall  
166 incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for  
167 Work done under this Agreement, and will require all of its subcontractors performing  
168 such Work to incorporate such requirements in all subcontracts for the performance of  
169 the Work. The Consultant further agrees to comply with all aspects of the Minnesota  
170 Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act  
171 of 1964, and the Americans with Disabilities Act.  
172

173 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or  
174 obligations hereunder, without the prior written consent of the City.  
175

176 14. **Services Not Provided For.** The City shall not be required to pay for any claim for  
177 services furnished by the Consultant not specifically provided for herein.  
178

179 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal,  
180 state and local laws, statutes, ordinances, rules and regulations in the performance of the  
181 Work. The Consultant and City, together with their respective agents and employees,  
182 agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes  
183 Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any  
184 violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the

185 Work to be performed shall constitute a material breach of this Agreement and entitle the  
186 City to immediately terminate this Agreement.  
187

188 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall  
189 not affect, in any respect, the validity of the remainder of this Agreement or either parties  
190 ability to enforce a subsequent breach.  
191

192 17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the City, and its  
193 mayor, councilmembers, officers, agents, employees and representatives harmless from  
194 and against all liability, claims, damages, costs, judgments, losses and expenses,  
195 including but not limited to reasonable attorney’s fees, arising out of or resulting from  
196 any negligent or wrongful act or omission of the Consultant, its officers, agents,  
197 employees, contractors and/or subcontractors, pertaining to the performance or failure to  
198 perform the Work and against all losses resulting from the failure of the Consultant to  
199 fully perform all of the Consultant’s obligations under this Agreement.  
200

201 18. **Insurance.**  
202

203 A. General Liability. Prior to starting the Work and during the full term of this  
204 Agreement, the Consultant shall procure, maintain and pay for such insurance as will  
205 protect against claims for bodily injury or death, and for damage to property,  
206 including loss of use, which may arise out of operations by the Consultant or by any  
207 subcontractor of the Consultant, or by anyone employed by any of them, or by anyone  
208 for whose acts any of them may be liable. Such insurance shall include, but not be  
209 limited to, minimum coverages and limits of liability specified in this Provision 18 or  
210 such greater coverages and amounts as are required by law. Except as otherwise  
211 stated below, the policies shall name the City as an additional insured for the Work  
212 provided under this Agreement and shall provide that the Consultant’s coverage shall  
213 be primary and noncontributory in the event of a loss.  
214

215 B. The Consultant shall procure and maintain the following minimum insurance  
216 coverages and limits of liability with respect to the Work:  
217

218	Worker’s Compensation:	Statutory Limits
219		
220	Employer’s Liability	\$500,000 each accident
221	(Not needed for	\$500,000 disease policy limit
222	Minnesota based	\$500,000 disease each employee
223	Consultant):	
224		
225	Commercial General Liability:	\$1,000,000 per occurrence
226		\$2,000,000 general aggregate
227		\$2,000,000 Products – Completed Operations
228		Aggregate
229		\$100,000 fire legal liability each occurrence
230		\$5,000 medical expense

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Comprehensive Automobile  
Liability: \$1,000,000 combined single limit (shall include  
coverage for all owned, hired and non-owned  
vehicles).

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
  - (i) Personal injury with Employment Exclusion (if any) deleted;
  - (ii) Broad Form Contractual Liability coverage; and
  - (iii) Broad Form Property Damage coverage, including Completed Operations.
  
- D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured’s capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00. Said policy shall not name the City as an insured.
  
- E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
  - (i) All policies, except the Professional Liability Insurance Policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);
  - (ii) All policies, except the Professional Liability Insurance Policy and the Worker’s Compensation Policy, shall name “the City of Roseville” as an additional insured;
  - (iii) All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall contain a waiver of subrogation naming “the City of Roseville.”



- 275 (iv) All policies, except the Professional Liability Insurance Policy and the  
276 Worker's Compensation Policy, shall insure the defense and indemnify  
277 obligations assumed by Consultant under this Agreement; and  
278
- 279 (v) All policies shall contain a provision that coverages afforded thereunder shall  
280 not be canceled or non-renewed or restrictive modifications added, without  
281 thirty (30) days prior written notice to the City.  
282

283 A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested,  
284 the Consultant's insurance declaration page, riders and/or endorsements, as  
285 applicable, which evidences the compliance with this Paragraph 18, must be filed  
286 with the City prior to the start of Consultant's Work. Such documents evidencing  
287 insurance shall be in a form acceptable to the City and shall provide satisfactory  
288 evidence that the Consultant has complied with all insurance requirements. Renewal  
289 certificates shall be provided to the City at least 30 days prior to the expiration date of  
290 any of the required policies. The City will not be obligated, however, to review such  
291 declaration page, riders, endorsements or certificates or other evidence of insurance,  
292 or to advise Consultant of any deficiencies in such documents, and receipt thereof  
293 shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to  
294 enforce the terms of the Consultant's obligations hereunder. The City reserves the  
295 right to examine any policy provided for under this Provision 18.  
296

297 19. **Ownership of Documents.** All plans, diagrams, analysis, reports and information  
298 generated in connection with the performance of this Agreement ("Information") shall  
299 become the property of the City, but the Consultant may retain copies of such documents  
300 as records of the services provided. The City may use the Information for any reasons it  
301 deems appropriate without being liable to the Consultant for such use. The Consultant  
302 shall not use or disclose the Information for purposes other than performing the Work  
303 contemplated by this Agreement without the prior consent of the City.  
304

305 20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or  
306 related to this Agreement or the relationships which result from this Agreement shall be  
307 subject to mediation as a condition precedent to initiating arbitration or legal or equitable  
308 actions by either party. Unless the parties agree otherwise, the mediation shall be in  
309 accordance with the Commercial Mediation Procedures of the American Arbitration  
310 Association then currently in effect. A request for mediation shall be filed in writing with  
311 the American Arbitration Association and the other party. No arbitration or legal or  
312 equitable action may be instituted for a period of 90 days from the filing of the request  
313 for mediation unless a longer period of time is provided by agreement of the parties. The  
314 cost of mediation shall be shared equally between the parties. Mediation shall be held in  
315 the City of Roseville unless another location is mutually agreed upon by the parties. The  
316 parties shall memorialize any agreement resulting from the mediation in a Mediated  
317 Settlement Agreement, which Agreement shall be enforceable as a settlement in any  
318 court having jurisdiction thereof.  
319

320 21. **Annual Review.** Prior to each anniversary of each year of this Agreement, the City shall  
321 have the right to conduct a review of the performance of the Work performed by the  
322 Consultant under this Agreement. The Consultant agrees to cooperate in such review and  
323 to provide such information as the City may reasonably request. Following each  
324 performance review the parties shall, if requested by the City, meet and discuss the  
325 performance of the Consultant relative to the remaining Work to be performed by the  
326 Consultant under this Agreement.  
327

328 22. **Conflicts.** No salaried officer or employee of the City and no member of the City  
329 Council of the City shall have a financial interest, direct or indirect, in this Agreement.  
330 The violation of this provision shall render this Agreement void.  
331

332 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of  
333 Minnesota.  
334

335 24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which  
336 shall be considered an original.  
337

338 25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is,  
339 for any reason, held by a court of competent jurisdiction to be contrary to law, such  
340 decision shall not affect the remaining provisions of this Agreement.  
341

342 26. **Notices.** Any notice to be given by either party upon the other under this Agreement  
343 shall be properly given: a) if delivered personally to the City Manager if such notice is to  
344 be given to the City, or if delivered personally to an officer of the Consultant if such  
345 notice is to be given to the Consultant, b) if mailed to the other party by United States  
346 registered or certified mail, return receipt requested, postage prepaid, addressed in the  
347 manner set forth below, or c) if given to a nationally, recognized, reputable overnight  
348 courier for overnight delivery to the other party addressed as follows:  
349

350                   If to City:                   City of Roseville  
351   Roseville City Hall  
352   2660 Civic Center Drive  
353   Roseville, MN 55113  
354   Attn: City Manager  
355

356                   If to Consultant:           Tokle Inspections Incorporated  
357   1748 123<sup>rd</sup> Avenue NW  
358   Coon Rapids, MN 55448  
359   Attn: Peter Tokle  
360

361 Notices shall be deemed effective on the date of receipt if given personally, on the date of  
362 deposit in the U.S. mail if mailed, or on the date of delivery to an overnight courier if so  
363 delivered; provided, however, if notice is given by deposit in the U.S. mail or delivery to  
364 an overnight courier, the time for response to any notice by the other party shall  
365 commence to run one business day after the date of mailing or delivery to the courier.

366 Any party may change its address for the service of notice by giving written notice of  
367 such change to the other party, in any manner above specified, 10 days prior to the  
368 effective date of such change.

369  
370 27. **Entire Agreement.** Unless stated otherwise in this Provision 27, the entire agreement of  
371 the parties is contained in this Agreement. This Agreement supersedes all prior oral  
372 agreements and negotiations between the parties relating to the subject matter hereof as  
373 well as any previous agreements presently in effect between the parties relating to the  
374 subject matter hereof. Any alterations, amendments, deletions, or waivers of the  
375 provisions of this Agreement shall be valid only when expressed in writing and duly  
376 signed by the parties, unless otherwise provided herein. The following supplement is a  
377 part of this Agreement: Exhibit A – Special Conditions.

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379 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as  
380 of the date set forth above.

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CITY OF ROSEVILLE

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Manager

Tokle Inspections Incorporated

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**EXHIBIT A**

**SPECIAL CONDITIONS**

*City Assistance.* The City agrees to provide the Consultant with the following assistance concerning the Work to be performed hereunder:

- A. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Consultant to enter upon public and private land and property as required for the Consultant to perform and complete the Work.
- B. The City shall furnish the Consultant with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards, that is needed by the Consultant in order to prepare for the performance of the Work.
- C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 01-9-17  
Item No.: 8.g

Department Approval

City Manager Approval



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Item Description: **Approve Appointment of Codes Coordinator as Assistant Weed Inspector for 2017**

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1 **BACKGROUND**

- 2 • Under Minnesota Statute 18.80, the Mayor shall act as local weed inspector for the City. A  
3 municipality may appoint one or more assistants to act on behalf of the appointing authority as a  
4 weed inspector for the municipality. The appointed assistant or assistants shall have the power,  
5 authority and responsibility of the Mayor in the capacity of weed inspector.  
6
- 7 • Since 2003, the City Council has appointed the Community Development Department Codes  
8 Coordinator to act as Assistant Weed Inspector.

9 **POLICY OBJECTIVE**

- 10 • Under Minnesota Statute, Section 18.80, the Mayor shall act as local weed inspector for the City.  
11
- 12 • Minnesota Statute allows the appointment of one or more assistants to perform the statutory  
13 weed inspector duties of the Mayor.  
14

15 **FINANCIAL IMPACTS**

16 None

17 **STAFF RECOMMENDATION**

18 Staff recommends the appointment of the Community Development Department Codes Coordinator as  
19 the duly authorized and designated Assistant Weed Inspector for the calendar year 2017.

20 **REQUESTED COUNCIL ACTION**

21 By motion, approve the attached resolution appointing the City of Roseville Community Development  
22 Department Codes Coordinator as the duly designated Assistant Weed Inspector for the calendar year  
23 2017, pursuant to Minnesota Statutes 18.80.  
24

25 Prepared by: David Englund, Codes Coordinator

26 Attachment: A: Resolution

27  
28 B: 2016 Minnesota State Statute 18.80



43 STATE OF MINNESOTA )  
44 ) ss  
45 COUNTY OF RAMSEY )

46  
47  
48

49 I, the undersigned, being the duly qualified City Manager of the City of Roseville,  
50 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared  
51 the attached and foregoing extract of minutes of a regular meeting of said City Council  
52 held on the \_\_\_\_of \_\_\_\_\_, 201\_, with the original thereof on file in my office.

53

54 WITNESS MY HAND officially as such Manager this \_\_\_\_ of \_\_\_\_\_, 201\_\_.

55

56

57 BY:

58

59 \_\_\_\_\_

Patrick Trudgeon, City Manager

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65 (SEAL)

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# 2016 Minnesota Statutes

## 18.80 INSPECTORS.

Subdivision 1. **County agricultural inspectors and county-designated employees.** The county board shall either appoint at least one county agricultural inspector to carry out the duties specified under section 18.81, subdivisions 1a and 1b, or a county-designated employee to carry out the duties specified under section 18.81, subdivision 1a. A notice of the appointment of either a county agricultural inspector or county-designated employee must be delivered to the commissioner within 30 days.

Subd. 2. **Local weed inspectors.** The supervisors of each town board and the mayor of each city shall act as local weed inspectors within their respective municipalities.

Subd. 3. **Assistant weed inspectors.** A municipality may appoint one or more assistants to act on behalf of the appointing authority as a weed inspector for the municipality. The appointed assistant or assistants have the power, authority, and responsibility of the town board members or the city mayor in the capacity of weed inspector.

**History:** 1992 c 500 s 6; 2009 c 94 art 1 s 28



**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 9, 2017  
Item No.: 8.h

---

Department

City Manager



---

Item Description:      Appoint Mayor and City Manager to Roseville Firefighter Relief Association

---

1 **BACKGROUND**

2 Per Minnesota Statute 424A.04 Subdivision 1(a), The three municipal trustees [of a Firefighter  
3 Relief Association] must be one elected municipal official and one elected or appointed  
4 municipal official who are designated as municipal representatives by the municipal governing  
5 board annually and the chief of the municipal fire department.

6 **POLICY OBJECTIVE**

7 Comply with Minnesota Statute 424A.04 Subdivision 1(a).

8 **BUDGET IMPLICATIONS**

9 None.

10 **STAFF RECOMMENDATION**

11 Designate the Mayor and City Manager to serve as municipal representatives to the Roseville  
12 Firefighter Relief Association.

13 **REQUESTED COUNCIL ACTION**

14 Approve Resolution designating the Mayor and City Manager as municipal representatives to the  
15 Roseville Firefighter Relief Association.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachments: A. Resolution

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**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 9th day of January, at 6:00 p.m.

The following members were present:

and the following were absent:

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION \_\_\_\_\_

RESOLUTION DESIGNATING THE MAYOR AND CITY MANAGER AS MUNICIPAL REPRESENTATIVES TO THE FIREFIGHTER RELIEF ASSOCIATION

WHEREAS, Per Minnesota Statute 424A.04 Subdivision 1 (a), The three municipal trustees must be one elected municipal official and one elected or appointed municipal official who are designated as municipal representatives by the municipal governing board annually and the chief of the municipal fire department.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the “Council”) of the City of Roseville, Minnesota (the ‘City”), that the Council designate:

1. The Mayor as the elected municipal representative to the Roseville Firefighter Relief Association, and;
2. The City Manager as the municipal representative to the Roseville Firefighter Relief Association.

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

the following voted against the same: \_\_\_\_\_, and the following abstained: \_\_\_\_\_.

WHEREUPON said resolution was declared duly passed and adopted.

*Resolution – Designating Municipal Representatives to Roseville Firefighter Relief Association*

STATE OF MINNESOTA    )  
                                  s                    ) s  
COUNTY OF RAMSEY    )

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on January 9 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of January, 2016.

\_\_\_\_\_  
Patrick Trudgeon, City Manager

(Seal)

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 1-9-17  
Item No.: 8.i

Department Approval



City Manager Approval



---

Item Description: Authorization to Seek Donations for Various City Functions and Events

---

**BACKGROUND**

The City Council established a policy in February of 1997 requiring Council approval of formal written request for donations to the City. The City has annually requested support from community groups and businesses for several city functions and special events. The activities that the authorization is requested to seek donations for include:

Administration Department

- Spring Volunteer Recognition Banquet
- Fall Volunteer Recognition Banquet

Fire Department

- Annual Firefighter Recognition Event
- Community Partnerships for purchase of Vehicles, Supplies, & Equipment
- Cardiac Resuscitation Devices (Monitors, Defibrillators, Automated CPR)
- Explorer supplies and training
- Vial of life project
- EMS Week
- Night to Unite
- Family Night Out
- Animal Rescue
- Fire Department Community Support Fund
- Fire and medical safety and prevention materials & supplies

Parks and Recreation Department

- Tapping Time at Nature Center
- Community Arts Program
- Earth Day
- Summer Concert Series
- Puppet Wagon
- Discover Your Parks
- Golf Course Events and Leagues
- Rosefest

July 4th Party in the Park  
Roll in Movies at the OVAL  
Halloween Event  
Holiday Craft Fair  
New Year's Eve Event  
Wild Rice Festival at HANC

Police Department

Shop with a Cop program  
Night to Unite  
Family Night Out  
Reserve Officer Recognition Dinner  
Citizen Park Patrol supplies  
Heart Defibrillators  
Citizen Academy  
Police Explorers- training and supplies  
Safety Brochures and Information  
K9 Unit  
Senior Safety Camp  
New American Forum

**POLICY OBJECTIVE**

The following is the City of Roseville's policy regarding the solicitation of donations. To avoid conflict of interest or appearance of impropriety, the solicitation of donations by City staff is not permitted except by authorization of the City Council. The Council approves all the donations received.

**FINANCIAL IMPACTS**

Approved donations for these events may result in a budget reduction.

**STAFF RECOMMENDATION**

Staff recommends the authorization as per City policy for the requesting of donations for the following special events:

Administration Department

Spring Volunteer Recognition Banquet  
Fall Volunteer Recognition Banquet

Fire Department

Annual Firefighter Recognition Event  
Community Partnerships for purchase of Vehicles, Supplies, & Equipment  
Cardiac Resuscitation Devices (Monitors, Defibrillators, Automated CPR)  
Explorer supplies and training  
Vial of life project  
EMS Week  
Night to Unite  
Family Night Out  
Animal Rescue  
Fire Department Community Support Fund  
Fire and medical safety and prevention materials & supplies

Parks and Recreation Department

Tapping Time at Nature Center  
Community Arts Program  
Earth Day  
Summer Concert Series  
Puppet Wagon  
Discover Your Parks  
Golf Course Events and Leagues  
Rosefest  
July 4th Party in the Park  
Roll in Movies at the OVAL  
Halloween Event  
Holiday Craft Fair  
New Year's Eve Event  
Wild Rice Festival at HANC

Police Department

Shop with a Cop program  
Night to Unite  
Family Night Out  
Reserve Officer Recognition Dinner  
Citizen Park Patrol supplies  
Heart Defibrillators  
Citizen Academy  
Police Explorers- training and supplies  
Safety Brochures and Information  
K9 Unit  
Senior Safety Camp  
New American Forum

**REQUESTED COUNCIL ACTION**

Motion authorizing the City Manager or his designee to send letters requesting support for:

Administration Department

Spring Volunteer Recognition Banquet  
Fall Volunteer Recognition Banquet

Fire Department

Annual Firefighter Recognition Event  
Community Partnerships for purchase of Vehicles, Supplies, & Equipment  
Cardiac Resuscitation Devices (Monitors, Defibrillators, Automated CPR)  
Explorer supplies and training  
Vial of life project  
EMS Week  
Night to Unite  
Family Night Out  
Animal Rescue

Fire Department Community Support Fund  
Fire and medical safety and prevention materials & supplies

Parks and Recreation Department

Tapping Time at Nature Center  
Community Arts Program  
Earth Day  
Summer Concert Series  
Puppet Wagon  
Discover Your Parks  
Golf Course Events and Leagues  
Rosefest  
July 4th Party in the Park  
Roll in Movies at the OVAL  
Halloween Event  
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Police Department

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Family Night Out  
Reserve Officer Recognition Dinner  
Citizen Park Patrol supplies  
Heart Defibrillators  
Citizen Academy  
Police Explorers- training and supplies  
Safety Brochures and Information  
K9 Unit  
Senior Safety Camp  
New American Forum

Prepared by: Lonnie Brokke, Director of Parks and Recreation and other departments as appropriate

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 1/9/2017

Item No.: 8.j

Department Approval



City Manager Approval



Item Description: Authorize Design Services for the Replacement of Cedarholm Golf Course Clubhouse

**BACKGROUND**

During 2014 and 2015 there were a series of discussions by and between the City Council and the Parks and Recreation Commission about the Cedarholm Golf Course Clubhouse.

At a joint meeting on January 25, 2016 an overall approach was established for the Parks and Recreation Commission to move forward with a community involvement process to replace the Cedarholm Golf Course Clubhouse.

A 23 member resident Cedarholm Clubhouse Replacement Advisory Team (Advisory Team) was established in March 2016 to engage the community and implement a planning process that explored topics such as clubhouse size, function, use, possible partnerships and funding options. This process was guided by the Parks and Recreation Commission, including current Commissioners Gelbach and Stoner who served on the Advisory Team.

After a presentation of the Advisory Team Final Report and Recommendations by Facilitator Dave Holt on September 26, 2016, the City Council authorized staff and the Commission to seek a proposal for design services for the clubhouse replacement project.

As discussed, since the City had relatively recently went through a rigorous selection process for consultants for the Renewal Program it was felt that it would be beneficial and would make sense to seek a proposal directly from Park Building Architects Hagen, Christensen & McILwain (HCM). Specifically HCM is familiar with the: overall city, Roseville Parks and Recreation facilities and their renewal efforts, Master Plan and how all fits and community processes utilized and expected. Attached is the Clubhouse Renewal Proposal which is the defined scope of work, the Standard Agreement for Professional Services and the Clubhouse Renewal Proposal from HCM.

The Parks and Recreation Commission have continued to guide the process at each of their monthly meetings with Commissioner Gelbach and Stoner serving as representatives to the work completed between meetings. Resident Facilitator Dave Holt is continuing to stay involved. All have reviewed the scope of work, selection process and feel comfortable with and recommend the proposal.



31 **POLICY OBJECTIVE**

32 The process for involving community members to review, discuss and recommend improvements to City  
33 facilities is consistent with the City's efforts for community engagement and input.

34 **FINANCIAL IMPACTS**

35 Budget implications and options were discussed in depth with Finance Director Miller, Parks & Recreation  
36 Commissioners, Finance Commission representatives and the Advisory Team throughout the clubhouse  
37 review process.

38  
39 The Final Report of the Advisory Team includes recommended funding options for the replacement of the  
40 Cedarholm Golf Course Clubhouse including use of remaining Renewal Program Monies, Park Dedication  
41 Funds and the Golf Course Fund Balance.

42  
43 The total cost of this recommended design portion of this project as outlined is \$33,490. The cost would  
44 be paid for out of the Golf Course Fund Balance.

45  
46 The next step after completing this design portion will be the actual construction plans and specifications  
47 and construction administration yet to be determined.

48  
49 **STAFF RECOMMENDATION**

50 Based on the community involvement process, the policy of providing public input on projects and the need  
51 and desire to address city facility capital needs, staff recommends that the City enter into an agreement with  
52 HCM Architects as for design services as outlined.

53 **REQUESTED COUNCIL ACTION**

54 Motion authorizing the Mayor and City Manager to enter into a Professional Services Agreement with  
55 Hagen, Christensen & McILwain Architects for design services as referenced in the attached document for  
56 the replacement of the Cedarholm Golf Course Clubhouse for a cost of \$33,490 to be taken from the Golf  
57 Course Fund Balance and with final City Attorney review and approval.

58

Prepared by: Lonnie Brokke, Director of Parks and Recreation  
Jill Anfang, Assistant Director of Parks and Recreation

Attachment: A. Clubhouse Renewal Proposal  
B. Standard Agreement for Professional Services  
C. Hagen, Christensen & McILwain Architects Clubhouse Renewal Proposal

11/18/2016



# Clubhouse Renewal Proposal

Cedarholm Golf Course Clubhouse Design,  
Cost Estimates & Community Engagement

## INTRODUCTION

The City of Roseville request a proposal for concept/schematic design options, site assessment, cost estimation and community engagement facilitation services for the development of clubhouse/community space at the Cedarholm Golf Course (2323 North Hamline Avenue, Roseville) and adjacent infrastructure.

While working toward replacing the Cedarholm Golf Course Clubhouse, Roseville has recently completed a Resident Advisory Team process which included a Council adopted final report. This report provides valuable information that must be considered as part of the next step of creating design and function. It is important that the Resident Advisory Team, Parks and Recreation Commission, Community at-large and staff be involved in the development of design, layout and function.

This proposal shall provide:

- Preferred/suggested process.
- 'Not to exceed' cost estimates to develop schematic/concept designs and budget estimates to construct.
- 'Not to exceed' cost estimates to develop construction plans/specifications and construction administration for the final project.

## SCOPE OF SERVICES

1. Analysis
  - Review and consider Resident Advisory Team work. Consider all aspects and recommendations.
2. Program Development
  - Work with staff and others to understand needs, layouts and functions including, current users, space demands and gaps in service.
  - Engage community in creating a planned approach.
    - Work with Parks and Recreation Commission, Resident Advisory Team, Historical Society and others on design, function and requirements (engagement may be incorporated into public meetings of the Parks and Recreation Commission).
  - Consider/identify energy efficiencies and long term maintenance.
3. Schematic/Concept Design
  - Consider site area and adjacent infrastructure (see area map) including:
    - Clubhouse
    - Maintenance Garage
    - Entry
    - Parking Lot
    - Practice Green
  - Prepare site layout options and potential phased approach
  - Prepare schematic and concept designs for the clubhouse replacement for the preferred layout
  - Prepare schematic and concept designs for the adjacent site infrastructure for the preferred layout.
  - Prepared information will be done with the understanding that it will move toward final construction plans and specifications.

#### 4. Cost Estimate

- Prepare cost estimates for the clubhouse replacement.
- Prepare cost estimate for construction documents.
- Prepare cost estimates for construction administration.
- Prepare cost estimate for adjacent site infrastructure.
- Present preferred process and deliverables at “not to exceed costs”.

#### 5. Meetings

- Attend, facilitate and provide presentations as agreed:
  - Community Listening Sessions – up to five 3 hour meetings.
    - Community at-large, Advisory Team, Parks and Recreation Commission, others.
    - May be held in conjunction with monthly Parks and Recreation Commission meeting.
  - Design Presentations – two meetings.
    - Parks and Recreation Commission – one meeting/presentation up to 2 hours.
    - City Council – one meeting/presentation up to 1 hour.

#### 6. Final Deliverable(s)

- Final Report to include:
  - Site layout and phased approach (if needed).
  - Concept/schematic design for clubhouse building replacement that is ready to move to construction documents.
  - Consideration for concept/schematic design and layout for adjacent site.
  - Budget estimates for:
    - Clubhouse and adjacent site as defined.
    - Construction documents and construction administration.
- Present information to the Parks and Recreation Commission and City Council.

## **TIMELINE**

The City looks to secure:

- Schematic/concept designs for a rebuilt Clubhouse.
- Budget estimates to construct a replacement Clubhouse.
- Budget estimates for construction documents.
- Budget estimates for construction administration.
- Budget estimates for schematic/concept designs to renew adjacent infrastructure.

Time frame for this work will be created in agreement with the Design Team and Parks and Recreation Staff for construction beginning late summer/early fall 2017.

Specific community/staff meetings and presentation dates will be coordinated and scheduled with the selected consultant/design firm.

## **SUBMITTAL REQUIREMENTS**

Proposal deadline is 4:00pm on Monday, December 12, 2016. Staff intend to present recommendation to Council on January 9, 2017.

- Please submit one (1) electronic proposal.
  
- Proposal is to be submitted to:
  - Jill Anfang, Assistant Parks and Recreation Director  
City of Roseville  
2660 Civic Center Drive, Roseville, MN 55113  
651-792-7102 / [jill.anfang@cityofroseville.com](mailto:jill.anfang@cityofroseville.com)
  
- Proposal must provide the following:
  - Contact Person with telephone number and email.
  - Provide background experience in design and construction of municipal golf course facilities.
  - Provide a brief statement on what distinguishes your firm from others, as related to this project.
  - Provide an overview of firm's understanding and approach to the project.
  - List and describe your scope of services by bullet point.
  - Identify consultants/design team proposed to work on the project and services provided.
  - Describe professional fees, basic services and deliverables for the proposed project scope.
    - The proposed fees for services should be a 'not to exceed' amount which clearly indicates the hourly rate for each consultant/design team member.
    - The proposed fees should also clearly identify reimbursable expenses that are anticipated for the project.

## **ADDITIONAL INFORMATION**

The City of Roseville will not be liable for any expenses incurred by the Consultant in preparing or submitting the proposal.

The selected consultant will enter into a standard AIA contract (as modified by the City) with the City of Roseville.

## **ATTACHEMENTS**

- Site Map
- 2016 Cedarholm Clubhouse Replacement Resident Advisory Team Final Report (without appendices)



Highlighted area indicates referenced Clubhouse site and adjacent infrastructure.

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9/7/2016

# Cedarholm Clubhouse Replacement

*Advisory Team Final Report*





**Clubhouse deck looking to the east**



**Clubhouse entrance from the parking lot**



**Clubhouse grill/concession Seating**



**Clubhouse banquet/rental space**



**Cedarholm maintenance support area**



**Cedarholm Golf Course exit**



**Cedarholm maintenance facility & storage**



**Cedarholm maintenance facility & storage**

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## Background

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  - Meeting #2: Local Golf Industry Professionals Panel
  - Meeting #3: Partnerships and other Users
  - Meeting #4: Function and Uses
  - Meeting #5: Funding Options
  - Meeting #6: Findings Discussion and Report Development
  - Meeting #7: Sub-Committee Meeting to Review Preliminary Draft
  - Meeting #8: Draft Report Review
  - Meeting #9: Report Presentation and Community Input

## Executive Summary

## Recommendations

- 1. Replace the Clubhouse**
  - A. Contract Professional Design Services
    - Design Facility for Year-Round, Multi-Faceted Use
    - Utilize Preliminary Work of the Replacement Advisory Team
    - Plan Site for Golf Course Supporting Infrastructure
  - B. Implement a Construction Calendar with Minimal Impact to Golf Operations
- 2. Use Identified Funding Options**
  - A. Maximize Use of Current Funding
  - B. Consider All Funding Options
  - C. Pursue Partnerships and Collaborations
- 3. Plan for Supporting Infrastructure**
  - A. Replace or Improve Maintenance/Storage Facility
- 4. Reconsider the Status of the Golf Course as an Enterprise Fund**

## Appendix

## Background

Roseville Cedarholm Golf Course (Cedarholm) is a component of the Roseville Parks and Recreation system and a longstanding, highly valued community amenity. The following qualities have made Cedarholm a metropolitan leader in rounds played for 9-hole, par 3 courses and has contributed to its tradition of successful league play. Cedarholm is:

1. A community asset providing:
  - Lifelong fitness and recreation opportunities
  - A niche golf experience for young, older and family golfers that is local and affordable
  - A gathering place and sense of community
  - Open, green space
  - A resource for area School Districts
2. A local leader for rounds played on “like” golf courses:
  - Play peaked in the 1990s with an average of 41,000 rounds/year
  - In the 2000s, golf began to decline in play to an annual average of 33,500 rounds
  - Since 2011, Cedarholm has consistently experienced close to 25,500 rounds annually; metro-wide City/County managed 9-hole, par 3 courses average 16,500 rounds
3. Meeting a specific niche in the Twin Cities golf market by providing a:
  - Quality golf experience for youth, casual golfers and families
  - Cost effective, time efficient golf experience
  - Unique 9-hole golf experience with 18-hole golf course features (i.e. extensive landscaping, excellent customer service and riding carts)
4. Currently operating as an enterprise fund, directly responsible for generating revenues to off-set its operating and capital expenditures:
  - In earlier years (1990s to mid-2000s) Cedarholm contributed additional revenues to the Citywide general fund that was used to minimize tax dollars for expenditures outside golf operations
  - In addition, Cedarholm pays an annual administrative fee to the City general fund for insurance and financial services, as well as, depreciation to the Golf Course fund
  - Over the last decade the golf revenues have not consistently generated enough income to meet the increasing capital needs (HVAC systems, roofing, flooring, lighting, windows, and ADA requirements)

The following is a time frame and history of discussion and work completed by the Parks and Recreation Commission and City Council leading up to the formation of the Golf Course Clubhouse Advisory Team.

Due to increasing capital needs, and the fact that the clubhouse facility is becoming more functionally obsolete, the Roseville City Council and the Parks and Recreation Commission began talking about Cedarholm clubhouse needs in November 2014. The Council directed Commissioners to work with staff to review current and future operations, as well as capital needs of the Golf course and provide recommendations. During the Commission’s review of Cedarholm’s operations and infrastructure conditions, discussions centered on whether it made sense to address capital needs by repairing, renovating or replacing a 55-year-old structure to meet current needs and anticipate needs for the future.

### **April – June 2015**

On April 7, 2015, staff presented Cedarholm Golf Course history and reviewed current golf operations with the Parks and Recreation Commission. During the following 2 months, the Commission toured the course and further discussed past and current golf operations and financials. On June 2, 2015 a 3-person Commission Task Force was established to take the lead within the Parks and Recreation Commission to gather and share information. This preliminary work established the direction for the next seventeen months as Commissioners and the community gathered information that resulted in the final Advisory Team recommendations.

### **June 15, 2015 Quarterly Joint Meeting**

The Roseville City Council met with the Parks and Recreation Commission to update them on the information gathered to date. Following further discussions, the Council requested the Commission:

- Gain a better understanding of what improvements are needed at the Cedarholm Clubhouse
- Gain a better understanding of golf opportunities for Cedarholm’s Clubhouse
- Identify options and cost estimates for the Clubhouse
- Meet with the Finance Commission representatives to discuss financial considerations

In the coming months, the Parks and Recreation Commission Task Force and the full Commission worked to develop options based on the review of Cedarholm Golf Course operations history, an appraisal of facility conditions, analysis of the local golf industry and Finance Commission dialog.

### **November 16, 2015 Quarterly Joint Meeting**

The Roseville City Council met with the Parks and Recreation Commission to learn their findings and discuss the options they identified for the Cedarholm Clubhouse. The Commission provided the Council with four options for replacing/improving the Cedarholm Clubhouse:

1. Rebuild to existing size & function (approximately 3,200 sq/ft with seating for 88) and explore basement options for cart and other storage
2. Rebuild to similar size of Autumn Grove Park Building (approximately 2,200 sq/ft with seating for 50) and explore basement options for cart and other storage
3. Rebuild to a smaller size that services golf check-in and snack area seating (approximately 1,575 sq/ft with seating for 32)
4. Renovate existing Clubhouse (approximately 3,200 sq/ft with seating for 88)

At this meeting the Council requested the Parks and Recreation Commission engage the community to analyze the replacement of the Cedarholm Clubhouse and maintain Community green space to serve current golf needs and future community needs. The Council directed the commission to also consider funding options for the replacement and report back with recommendations.

Following the November meeting, the Commissioners worked with staff to develop an approach for engaging the community in discussion for evaluating the clubhouse and maintaining community green space to serve current golf needs and future community needs. The recommended approach is similar to previous engagement processes used by the Parks and Recreation Commission and a process the City Council has been supportive of, i.e. Parks and Recreation System Master Plan Update, the OVAL Task Force and the Harriet Alexander Nature Center Planning Committee.

### **January 25, 2016 Quarterly Joint Meeting**

The Roseville City Council met with the Parks and Recreation Commission where they unanimously approved the Commission’s recommended community engagement process for exploring all aspects of replacing the Cedarholm Clubhouse. This process included a 23-member Resident Advisory Team and a 6-month timeline to review, analyze, discuss, engage the community and report back to the City Council with a recommendation.

## Mission

To engage Roseville in discussion for the replacement of the Cedarholm Clubhouse in a well thought-out, efficient, functional way that meets the needs of the community today and for generations to come.

## Purpose

The purpose of the Cedarholm Clubhouse Advisory Team was to:

- Study, analyze and guide the replacement of the Cedarholm Clubhouse
- Learn from other community golf operations and capital projects
- Gather input from community members and users that provides direction for planning and design
- Align clubhouse rebuild with a process consistent with the current Parks and Recreation System Master Plan

## Advisory Team Process

### Task

- Develop a better understanding of the current physical capacity and needs at the Cedarholm Clubhouse.
- Examine business, market and industry trends.
- Create a preliminary building function and use concept.
- Collect input and ideas from all corners of the community.
- Encourage and support the exploration of new revenue opportunities.
- Provide “wise counsel” on issues raised by citizens, City Council and golf course management.
  - Conduct brainstorming exercises to assist future design professionals. “No idea is a bad idea.”
  - Identify specific clubhouse replacement concerns and opportunities.
- Recommend a sustainable course of action that will have minimal impact on city taxes and stays within budget.

### Deliverables

- Final Report for the Community
- Presentation of Final Report and Recommendations to the Roseville Parks and Recreation Commission on September 6, 2016
- Presentation of Final Report and Recommendations to the Roseville City Council on September 26, 2016 or October 10, 2016

## Advisory Team

A volunteer group of Roseville Residents gathered to provide well-considered information and strategic advice to the Roseville Parks and Recreation Commission and City Council. The original recommended process identified a fourteen-person Advisory Team, however, due to a strong draw, all 23 interested individuals were included in the active group.

- John Bachhuber: Roseville Finance Commissioner
- Mary Cardinal: Roseville Community Member
- Herb Dickhudt: Roseville Historical Society Member
- Phil Gelbach: Roseville Parks and Recreation Commissioner
- Paul Grotehuis: Roseville Community Member
- Roger Hess: Roseville Community Member
- Greg Hoag: Roseville Community Member
- Dave Holt: Advisory Team Facilitator
- Michelle Kruzel: Roseville Community Member
- Dick Laliberte: Senior Golf League Representative
- Lisa Laliberte: Roseville City Council Member
- Dena Modica: Roseville Community Member
- Bjorn Olson: Roseville Community Member
- Mary Olson: Roseville Community Member
- Rynetta Renford: Roseville History Society President
- Nancy Robbins: Roseville Community Member
- Eileen Stanley: Roseville Community Member
- Kyle Steve: Roseville Community Member
- Jerry Stoner: Roseville Parks and Recreation Commissioner
- Benno Sydow: Roseville Community Member
- Matthew Vierling: Roseville Community Member
- Janice Walsh: Roseville Community Member
- Kerrik Wessel: Roseville Community Member

## Supporting Staff

- Steve Anderson: Cedarholm Golf Operations Clubhouse Manager and Program Supervisor
- Jill Anfang: Roseville Parks and Recreation Assistant Director
- Lonnie Brokke: Roseville Parks and Recreation Director
- Jeff Evenson: Parks Superintendent
- Sean McDonagh: Golf Operations Superintendent

## Community Input

The Advisory Team used a number of avenues for receiving and sharing information with the community:

- Advisory Team Members were encouraged to solicit input from the broader community
- City of Roseville Website
  - Speak Up Roseville
- Council and Parks and Recreation Commission Updates
- Parks and Recreation Brochure
- Nextdoor.com
- City of Roseville News Release
  - Roseville Review Article

## Approach and Meeting Schedule

The Advisory Team met on nine, publicly noticed occasions. Most meetings were held at the Cedarholm Clubhouse. Three meetings were relocated to other community facilities due to scheduled Golf Course functions.

- The Advisory Team met with local golf industry professionals, participated in group exercises that encouraged creative, forward thinking and openly discussed needs, options and possibilities.
- The meeting schedule followed a progression of golf operation themes to facilitate round-table discussions and formulate recommendations.
  - **Meeting #1: March 17:** Cedarholm Golf Course and Clubhouse Background Information and History
  - **Meeting #2: April 28:** Local Golf Industry Professionals Panel
  - **Meeting #3: May 12:** Partnerships and Other Users: Current and Potential
  - **Meeting #4: May 19:** Function and Uses: Current and Potential
  - **Meeting #5: June 9:** Funding Options (meeting @ Autumn Grove Park Building)
  - **Meeting #6: July 14:** Findings Discussion and Report Development (meeting @ Nature Center)
  - **Meeting #7: August 1:** Sub-Committee Meeting to Review Preliminary Draft  
*Paul Grotehuis, Greg Hoag, Dave Holt, Rynetta Renford, Eileen Stanley*
  - **Meeting #8: August 11:** Draft Report Review
  - **Meeting #9: August 16:** Report Review and Public Presentation (meeting @ Lexington Park Building)

## Meeting Descriptions

### 1. Cedarholm Golf Course and Clubhouse Background Information and History (March 17, 2016)

Introduction to an established community process to review operations and facility conditions and explore recommendations for the Cedarholm Clubhouse.

### 2. Local Golf Industry Professionals Panel (April 28, 2016)

This meeting brought together three local industry professionals to share their experiences and outcomes from similar projects\* and answer Advisory Team questions.

- Jody Yungers, Roseville resident, former director of golf operations for Ramsey County, current Recreation and Parks Director, Brooklyn Park, MN.
- Mark Severson, New Hope Village Golf Course Superintendent, New Hope, MN
- Jason Hicks, Parks and Recreation Assistant Director, New Brighton, MN responsible for Brightwood Hills Golf Course

*\* All professionals have been involved with building clubhouse facilities for a 9-hole golf course.*

### 3. Partnerships and Other Users (May 12, 2016)

Jill Anfang led a brainstorming exercise that created prioritized lists of current and potential “Users and Partners” during the golf season, as well as off-season clubhouse users and community/regional partners.

### 4. Function and Uses (May 19, 2016)

Jeff Evenson, Parks Superintendent and Kerrik Wessel, Advisory Team member and architect, led the group in a brainstorming exercise that explored current and potential functions and uses of the clubhouse. Advisory Team members met in small groups to discuss site considerations, facility functionality/needs, special features, support components, maintenance considerations, partnership/ co-user potential and other items.

### 5. Funding Options (June 9, 2016)

Chris Miller, City of Roseville Finance Director made a presentation and met with the Advisory Team to discuss Cedarholm finances past, present and future, as well as available and possible funding options.

### 6. Findings Discussion and Report Development (July 14, 2016)

The Advisory Team met to review earlier meeting recommendations and further discuss, create and finalize supporting statements.

### 7. Sub-Committee Review of Draft Report (August 1, 2016)

Advisory Team Subcommittee met to further refine recommendations and supporting materials to be brought back to the entire team.

### 8. Draft Report Review (August 11, 2016)

Full Advisory Team met to review final report and clarify content.

### 9. Report Review and Public Presentation (August 16, 2016)

Advisory Team met with the community to review final report content and present information plus hear comments, gather input and answer questions.



## Executive Summary

Based on guidance from the City Council, Parks and Recreation Commission and an agreed upon community involvement process, the ***Cedarholm Clubhouse Advisory Team recommends:***

### 1. ***Replace the Clubhouse***

The Advisory Team makes this recommendation with strong consideration for current facility and community needs, as well as future operations requirements.

- A. Create a space that supports current and future golf needs but is flexible for future needs independent of golf functions.
- B. Create a gathering space for non-golfers in the community.
- C. Provide a niche in Roseville's rental and gathering space locales complementing the offerings at the Roseville Skating Center and the Park Buildings. A space equal to what the clubhouse currently has or slightly larger would fill this gap.

### 2. ***Use identified funding options to support the capital needs of the Golf Course Clubhouse***

In recent years, the golf industry has contracted and revenues are not as significant as they once were. Roseville financial reports indicate Cedarholm revenues are not consistently capable of supporting annual golf course operating expenses and provides no contribution to capital funds. The Advisory Team believes:

- A. There is an opportunity to maximize current funding options
  - Park Dedication Funds
    - Park Dedication funds refer to charges or fees that are imposed on new development for the impact it has on an established park system. The collection of these fees is authorized by Mn State Statute and they are legally restricted for park development purposes including land acquisition.
  - Remaining Parks and Recreation Renewal Program funding
    - Park Renewal Program funds refer to the monies raised through the issuance of bonds in 2011 and 2012 to finance various improvements outlined in the Park Renewal Program and other Park System guiding documents. As of July, 2016 the majority of these funds had been expended although a portion has been set aside for remaining projects or initiatives. The monies are legally restricted for park system-related improvements including land acquisitions.
  - Current Golf Course Fund Balance
    - Fund Balance is an accounting term that represents the difference between an entity's assets and liabilities. It is oftentimes referred to as 'reserves' or 'cash reserves', but there are slight distinctions between the two. The purpose of stating Fund Balance is to depict the future financial resources available to support golf programs and services.
- B. Partnerships and/or collaborations should be explored
  - Re-think usage to maximize access and revenues

### 3. ***Plan for supporting infrastructure***

The Advisory Team feels it is prudent at this time, to look at the entire area that supports the golf infrastructure. Where possible create a plan for replacement or improvement for the full clubhouse site to meet current expectations and future needs. This would address parking and maintenance and storage needs. Possibly fund using bonds and/or levy.

4. ***Reconsider the status of the Golf Course as an Enterprise Fund***

The Advisory Team believes current/future operations and capital needs warrant the reconsideration of the Golf Course fund status.

- Enterprise Funds are a category of governmental operating units that are managed under the principle that the revenue it generates from participant fees ought to be sufficient to provide for its costs. Enterprise funds are also referred to as ‘business-type’ functions because they adopt accounting practices that are typically found in ‘for-profit’ industries. The golf course is currently operated as an Enterprise fund.
- Roseville Recreation Fee Fund is a separately-established fund, created for the purposes of managing designated revenues for the benefit of the City’s recreation programs. Revenues include: recreation program fees, donations, and other funding sources including a portion of the property tax levy.

*\* Fund definitions provided by Chris Miller, City of Roseville Finance Director*

# Recommendations

## 1. Replace the Clubhouse

Cedarholm Clubhouse has outlived its useful life and is in need of significant capital improvement (HVAC, roofing, flooring, lighting). In support of the recommendations to replace the Cedarholm Clubhouse, the Advisory Team also recommends:

### A. Contracting Professional Design Services

- Design, plan and operate for “what we are” ... do not pursue something we are not
  - An affordable golf experience for youth, older golfers and families
  - Significant League play, 5 days of the week, April into October
  - Quality golf experience that can be enjoyed in less than 1/2 the time of an 18-hole course
- Design Facility for Year-Round, Multi-Faceted Use
  - Design for “inclusions” rather than “exclusions”
    - Opportunity to include “other” users and uses in the clubhouse rebuild is what makes this project special for golf operations and visionary for community use
  - Create a “Roseville” design
  - Consider gaps in community facilities and other uses, where appropriate and incorporate these needs in the replacement
    - Identify missing community needs in all season
    - Create gathering space for non-golfers
    - Design rental space to complement current Park Building and Skating Center offerings
- Utilize preliminary work of the Advisory Team to better understand community direction for the clubhouse rebuild
  - 23 Advisory Team members have been actively involved in reviewing operations and taking into consideration future needs, including:
    - Learning from the experiences and best practices of local golf professionals with like facilities and operations
    - Reviewing clubhouse users and potential partners
      - Investigate a home for Roseville Historical Society
    - Brainstorming functions and uses
    - Evaluating funding streams and funding options
- Plan for the full clubhouse site based on current and future needs for golf course supporting infrastructure (clubhouse location, parking lot, maintenance shop location, practice putting green)
  - Planning for parking considerations, maintenance needs and practice green functions are recommended because they are intertwined, they are reliant on one-another and they work together in the overall golf experience.
- Propose a construction calendar with minimal impact on golf operations.

## **2. Use Identified Funding Options**

The Advisory Team recommends the following funding options to support the capital needs of replacing the Cedarholm Golf Course clubhouse and maintenance facility.

- A. Maximize the use of current funding
  - The Advisory Team believes the clubhouse can be replaced without a tax levy increase at this time by using current park dedication funds, remaining renewal program funds and using the golf course fund balance.
  - If necessary, consider all funding options, including a levy and bonding
- B. If a levy is used, the Advisory Team strongly suggests identifying a sunset for the levy without renewal or repurpose
  - Levy funding may be needed to support clubhouse operations if other uses, outside of golf operations, are included in future plans for the clubhouse
- C. Pursue partnerships and collaborations
  - Consider opportunities that could provide funding in exchange for use, philanthropic consideration and naming rights
  - Grants and other opportunities

## **3. Plan for Supporting Infrastructure**

The Advisory Team feels it is prudent to look at the entire area supporting golf operations and create a plan that works together with the full Clubhouse site to meet current expectations and future needs. The Advisory Team recommends replacing or improving the maintenance/storage facility as part of the clubhouse replacement project.

- A. It is important to replace or improve the maintenance facility and site to accommodate:
  - A welcoming site entrance that reflects a multi-use facility
  - Parking Needs
  - Secure golf cart storage to support growing revenue streams
  - Maintenance equipment and product storage
  - Improved working conditions to meet current building and safety standards and code requirements

## **4. Reconsider the Status of the Golf Course as an Enterprise Fund**

Criteria suggests that the golf course is not currently operating fully as an enterprise fund. Because of this, the Advisory Team recommends a review and reconsideration of the Golf Course's current Enterprise Fund status.

## Appendix

- #1 Advisory Team Application
- #2 Advisory Team Background Information
  - 2a: City Organization Chart, Parks & Recreation Organization Chart
  - 2b: June 15, 2015 Council/Parks & Recreation Commission Joint Meeting Materials
  - 2c: November 16, 2015 Council/ Parks & Recreation Commission Joint Meeting Materials
  - 2d: January 25, 2016 Council/ Parks & Recreation Commission Joint Meeting Materials
  - 2e: Cedarholm Clubhouse Replacement Community Involvement Process
  - 2f: Advisory Team Intro Letter
  - 2g: Advisory Team Roster
  - 2h: January 23, 2015 Chris Miller Memo: Cedarholm Golf Course Financial Summary (2010-14)
  - 2i: 2016 Cedarholm Clubhouse Budget Worksheet
  - 2j: 2016 Cedarholm Maintenance Budget Worksheet
  - 2k: 2016-2035 Golf Course Capital Improvement Plan
- #3 Community Input from City of Roseville Website/Speak Up Roseville
- #4 Nextdoor.com Comments
- #5 Advisory Team Press Release
- #6 Roseville Review Article
- #7 Meeting #1 Materials
  - 7a: Agenda
  - 7b: Meeting Notes
  - 7c: Power Point Presentation
- #8 Meeting #2 Materials
  - 8a: Agenda
  - 8b: Meeting Notes
  - 8c: New Brighton Shared Materials
  - 8d: New Hope Shared Materials
  - 8e: Roseville Park Building Summary
- #9 Meeting #3 Materials
  - 9a: Agenda
  - 9b: Meeting Notes
  - 9c: Roseville Affiliated Groups & Athletic Associations
  - 9d: Roseville Historical Society Presentation
  - 9e: Users & Partners Group Brainstorming & Prioritization
- #10 Meeting #4 Materials
  - 10a: Agenda
  - 10b: Meeting Notes
  - 10c: Constellation Concept Materials
  - 10d: Functions & Uses Brainstorming: Clubhouse Issues & Ideas by Group

- #11 Meeting #5 Materials
  - 11a: Agenda
  - 11b: Meeting Notes
  - 11c: Golf Course Funding Memo
  - 11d: Golf Course Clubhouse Funding Options
  - 11e: Golf Course Clubhouse Financial Summary
  
- #12 Meeting #6 Materials
  - 12a: Agenda
  - 12b: Meeting Notes
  - 12c: Advisory Team Report Preliminary Outline
  
- #13 Meeting #7 Small Group Work Session Notes
  
- #14 Meeting #8 Materials
  - 14a: Agenda
  - 14b: Meeting Notes
  
- #15 Meeting #9 Final Report Public Presentation
  - 15a: Agenda
  - 15b: Meeting Notes

## Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the City of Roseville, a municipal corporation (hereinafter “City”), and Hagen, Christensen & McIlwain Architects, a domestic corporation (hereinafter “Consultant”).

### Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from January 10, 2017, through December 31, 2017, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Section 4.F, 4.G and Section 6 of Exhibit A attached hereto for the Work, subject to the following:
  - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
  - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

4. ***City Assistance.*** The City agrees to provide the Consultant with the following assistance concerning the Work to be performed hereunder:
  - A. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Consultant to enter upon public and private land and property as required for the Consultant to perform and complete the Work.
  - B. The City shall furnish the Consultant with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards, that is needed by the Consultant in order to prepare for the performance of the Work.
  - C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.
  
5. ***Method of Payment.*** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
  - A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. The Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the Agreement, current billing, past payments and unexpended balance due under the Agreement.
  - B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:



- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon Consultant of written notice from the City of such suspension.
  - B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
- 6. ***Project Manager and Staffing.*** The Consultant has designated Tim McIlwain and Dan Lawrence (“Project Contacts”) to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
- 7. ***Standard of Care.*** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind.
- 8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City’s prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
- 9. ***Termination.*** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth on page 1, a written notice at least seven (7) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If however, the City terminates the Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any

other rights or remedies it may have, retain another consultant to undertake or complete the Work to be performed hereunder.

10. ***Subcontractor.*** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. The Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by the State Prompt Payment Act.
11. ***Independent Consultant.*** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. ***Non-Discrimination.*** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
13. ***Assignment.*** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. ***Services Not Provided For.*** No claim for services furnished by the Consultant not specifically provided for herein shall be paid by the City.
15. ***Compliance with Laws and Regulations.*** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. ***Waiver.*** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
17. ***Indemnification.*** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold the City, its Council, officers, agents and employees harmless from

any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, and/or subcontractors pertaining to the performance of the Work provided pursuant to this Agreement and against all losses by reason of the failure of said Consultant to fully perform, in any respect, all of the Consultant's obligations under this Agreement.

18. **Insurance.**

**Insurance.**

- A. General Liability. Prior to starting the Work, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.
- B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation:	Statutory Limits
Employer's Liability (Not needed for Minnesota based Consultant):	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability:	\$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- a. Personal injury with Employment Exclusion (if any) deleted;
  - b. Broad Form Contractual Liability coverage; and
  - c. Broad Form Property Damage coverage, including Completed Operations.
- D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that it has in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of \$1,500,000. Said policy shall not name the City as an additional insured.
- E. Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- a. All policies, except the Professional Liability Insurance policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
  - b. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville";
  - c. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured;
  - d. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
  - e. All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 18, must be filed with City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this Provision 18.

- F. If Consultant fails to provide the insurance coverage specified herein, the Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its contractors, subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

- a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

19. ***Ownership of Documents.*** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents

as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

20. ***Dispute Resolution/Mediation.*** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
21. ***Annual Review.*** Prior to each anniversary of the date of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
22. ***Conflicts.*** No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
23. ***Governing Law.*** This Agreement shall be controlled by the laws of the State of Minnesota.
24. ***Counterparts.*** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. ***Severability.*** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
26. ***Entire Agreement.*** Unless stated otherwise in this Provision 27, the entire agreement of the parties is contained in this Agreement and its Exhibits. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties

relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement: None.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Manager

**HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Professional Services**  
For  
**City of Roseville**  
**Clubhouse Renewal Proposal**  
**Cedarholm Golf Course Clubhouse Replacement Design and Cost Estimates**



**Proposal of Professional Services**  
**Presented by the Design Team of**

**Hagen, Christensen & McIlwain Architects**

**December 12<sup>th</sup>, 2016**





HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS

December 12th, 2016

Jill Anfang, Assistant Parks and Recreation Director  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
[jill.anfang@cityofroseville.com](mailto:jill.anfang@cityofroseville.com)

**Re: Request for Proposal  
Cedarholm Golf Course Clubhouse Replacement Design and Cost Estimates**

Dear Jill:

We would like to thank you for the opportunity to submit this proposal for professional design services for the City of Roseville Clubhouse Renewal Proposal. ***We truly appreciate this opportunity of once again working with Roseville Parks and Recreation and are excited to be considered for this project.***

**HCM Architects** is a fifteen-person architectural firm located in historic Minneapolis Fire Station #13. Our firm is over eighteen years old, with a major focus of our design work being parks and recreation buildings and community facilities. We feel that we have a Project Team that has the experience, knowledge base, and passion for this project; our entire Design Team is completely on board and committed to meet the requirements of the study. Our Team includes Loeffler Consulting who will be providing Cost Estimating Services for the project.

**Tim McIlwain, AIA** of HCM Architects will be the Project Manager for our Team and he will be the point person for all project communication and coordination between the Project Manager for the City of Roseville and the respective Project Manager for the firm working as a sub-consultant to HCM Architects. **Dan Lawrence, AIA** of HCM Architects will be the Project Architect to lead the project due to his extensive Parks and Recreation design experience, and his working relationship with the City of Roseville.

What follows in this proposal is our understanding of your objectives for the project, deliverables, qualifications, Design Team members and a detailed work plan of the major tasks with participation from both **HCM Architects** and the Department Staff along with a cost proposal of the specific tasks and project as a whole. Thank you for your consideration and the opportunity to submit this proposal.

Sincerely,

**Tim McIlwain, AIA**  
[mcilwain@hcmarchitects.com](mailto:mcilwain@hcmarchitects.com)  
612-904-1332

**Dan Lawrence, AIA**  
[lawrence@hcmarchitects.com](mailto:lawrence@hcmarchitects.com)  
612-904-1332

## 1. Background Project Experience / Involvement with Similar Projects

**HCM Architects** has extensive experience with Programming, Facility Assessments, Master Planning and Designing Park & Recreation Facilities. Since 1999, **HCM Architects has designed over 94 park & recreation facilities** for with Dakota County, Ramsey County, Anoka County, Washington County, St. Paul Division of Parks and Recreation, Minneapolis Parks and Recreation, the Minnesota DNR, Foss Swim Schools, Three River Park District, church camps and with the cities of Shakopee, Roseville, Woodbury, Plymouth, Arden Hills, Blaine, Shoreview, West St. Paul, Coon Rapids, as well as White Bear Township.

It is inherent in our practice to design a building or family of buildings that are derived from a strong foundation of understanding of the site and its history. This starts with working with the stakeholders to develop the collective memories that give a site its uniqueness that are the qualities that set it apart from any other place.

***These are the opportunities of a building and site than can not be overlooked.***

We also believe that each building should have the least amount of impact to the environment as possible. We have found that a design approach based on lifecycle costing and “cradle to grave” analysis will not only direct the project in the “green” direction, but will also help the team of Owners and architects design a structure that will provide a superior environment while actually reducing the overall impact the project will have on that same environment.

The following projects are examples of similar building types and scales.



*Site Analysis and Design Study for West Medicine Park Pavilion*

# Project Experience

Project

**Golf Course Club House**  
The Ponds at Battle Creek  
Maplewood, Minnesota

Client

**Ramsey County Parks & Recreation Department**

**Hagen Christensen & McIlwain Architects** designed a clubhouse for the new Ponds at Battle Creek Golf Course in Maplewood, Minnesota. The farmhouses that once existed on the site inspired the form and imagery of the clubhouse. The design takes advantage of the prominent hilltop location providing abundant natural light inside and dramatic views out over the golf course.



Club House



HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS

# Project Experience

Project

**Golf Course Club House**  
The Ponds at Battle Creek  
Maplewood, Minnesota

Client

**Ramsey County Parks & Recreation Department**



HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS

# Project Experience

Project

**Goodrich Golf Course  
Clubhouse and Pro Shop**

**Maplewood, Minnesota**

Client

**Ramsey County Parks & Recreation Department**



HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS

## Roseville Parks

2013-2014

Roseville Parks and Recreation Renewal Program  
Roseville, Minnesota

**HCM Architects** designed six Community Shelters on six different sites for the Roseville Parks and Recreation Renewal Program. The buildings serve as iconic and recognizable civic structures that are a visual focus for the neighborhood and community. The buildings have architectural elements that tie them together while the orientation within each park highlights the significant site features.



**Project Team:** **Tim McIlwain, AIA** - Principal in Charge/Project Manager  
**Dan Lawrence** – Project Team

**Project Contact:** **Jeff Evenson, RLA**, Parks Superintendent 651.792.7107

**Project Budget:** **\$19 Million** in 2014, Total Project (6 Sites & Buildings)

**Lake Elmo Park Reserve Nordic Center**  
Washington County Parks and Recreation  
Lake Elmo, Minnesota

**2011 & 2012**

**HCM Architects** designed the new Nordic Center Complex at Lake Elmo Park Reserve which included site work, the Nordic Center and over 5 miles of lit cross country ski trails. The building is used by park and trail users as a gathering/warming space and hosts conferences and special events.



**Project Team:** **Tim McILwain, AIA** - Principal in Charge/Project Manager  
**Liz Gutzman** – Project Team

**Project Contact:** **John Elholm**, Director 651.430-4303

**Project Budget:** **\$800,000 in 2011, \$1,000,000 in 2012**

**Keller Regional Park Buildings**  
Ramsey County Parks and Recreation  
Maplewood, Minnesota

**2007 and 2009**

**HCM Architects** designed new picnic shelters and toilet buildings for Keller Regional Park, located in Maplewood, MN. The design is intended to be a modern interpretation of the historic Keller Golf Course Clubhouse, which sits above the park. These building designs were carefully sited and oriented to work within the changing context and landscape of the park while using materials similar to those used on the Keller Golf Course Clubhouse. The limestone retaining walls and trail connections were designed to facilitate circulation through the park and provide areas of rest. Construction on the toilet buildings was completed in the fall of 2007. In 2009 HCM Architects was commissioned to complete design on the picnic shelters and two additional toilet buildings.



**Project Team:** Jerry Hagen - Principal in Charge/Project Manager  
Matt Lysne – Project Designer  
Dan Lawrence – Project Team

**Project Contact:** Greg Mack, Ramsey County 651.748.2500

**Project Budget:** \$960,000.00



**Vadnais Snail Lake Regional Park Buildings**  
Ramsey County Parks and Recreation  
Vadnais Heights, Minnesota

**2002 & 2006**

**HCM Architects** designed the new park buildings at Vadnais Snail Lake Regional Park to evoke the feeling of classic park architecture made of stone and timbers. The buildings have a heavy timber, rustic style that reflects the large pine forest located in the park. The buildings were completed in the spring of 2004. In late 2005 HCM Architects was asked to design and provide construction administration for another picnic shelter building and monument sign at the park.



**Project Team:** Jerry Hagen, AIA - Principal in Charge/Project Manager  
Tim McIlwain, AIA - Design Principal

**Project Contact:** Greg Mack, Director 651.748.2500

**Project Budget:** \$600,000 in 2002, \$240,000 in 2006

**Highland Park Restroom Building**  
**Highland Park Pool and Bath House**  
City of Saint Paul Parks and Recreation  
Saint Paul, Minnesota

**2005 & 2006**  
**2010**

**HCM Architects** have provided design services for several projects at Highland Park for Saint Paul Parks. In 2005 HCM Architects designed a toilet/shelter building, this building serves as a “signature place” for the park.

In 2006 HCM provided design services to improve the experience at the pool by adding pool/water play amenities.

In 2010 HCM designed the new bath house and concessions building which completes the upgrades to the pool facility. This project is currently under construction with a Spring 2011 opening.

All new buildings use architectural elements that tie together with the historically significant buildings in the park.



**Project Team:** **Jerry Hagen, AIA** - Principal in Charge/Project Manager  
**Tim McLwain, AIA** - Design Principal

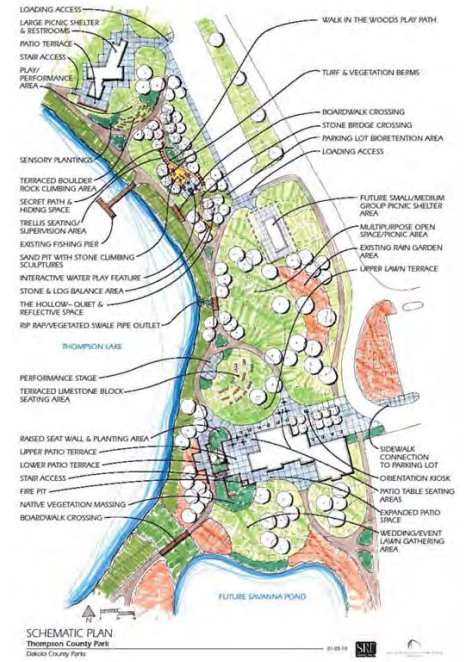
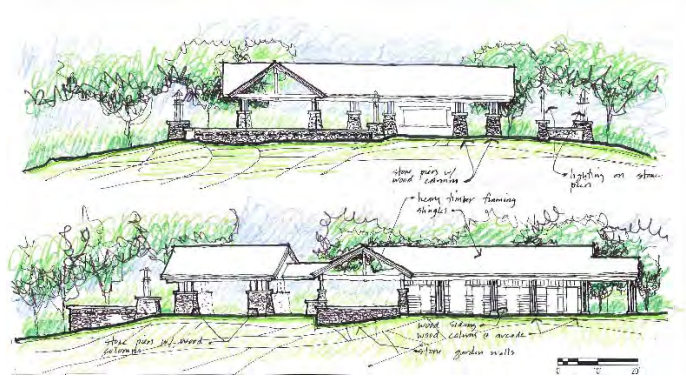
**Project Contact:** **Bill Pesek**, City of St. Paul Parks and Recreation  
651-266-6419

**Project Budget:** **\$430,000 in 2006, \$2.2 mil in 2010 total project**

**Thompson Park Buildings**  
 Dakota County Parks  
 West St. Paul, MN

**2007 and 2009**

**HCM Architects** in 2009 worked with Dakota County Parks and SRF Consulting Group to master plan the next phase of the development of Thompson Park, a Dakota County Park located in West St. Paul, MN. HCM Architects provided programming, master planning and schematic design services for a large picnic pavilion, a picnic shelter and a maintenance building. The structures are designed to incorporate stone, wood and detailing that recalls the qualities of the existing Lodge structure that create special gathering places that maximize views and access to the site.



**Project Team:** Tim McIlwain, AIA - Principal in Charge /Design Principal  
**Project Contact:** Bruce Blair, Project Manager 952.891.7983  
**Project Budget:** Over \$1,000,000

# Project Experience

Project

**Tony Schmidt County Park  
Arden Hills, Minnesota**

Client

**Ramsey County Parks & Recreation Department**

Construction was completed in 2000 on the buildings at Tony Schmidt County Park in Arden Hills, MN which were designed by **Hagen Christensen & McIlwain Architects**. The buildings include a picnic pavilion, picnic shelter, beach house, gazebo and toilet buildings which are part of a total park renovation. The siting, form and detailing of the buildings have a common design vocabulary of prairie style architecture.



Pavilion



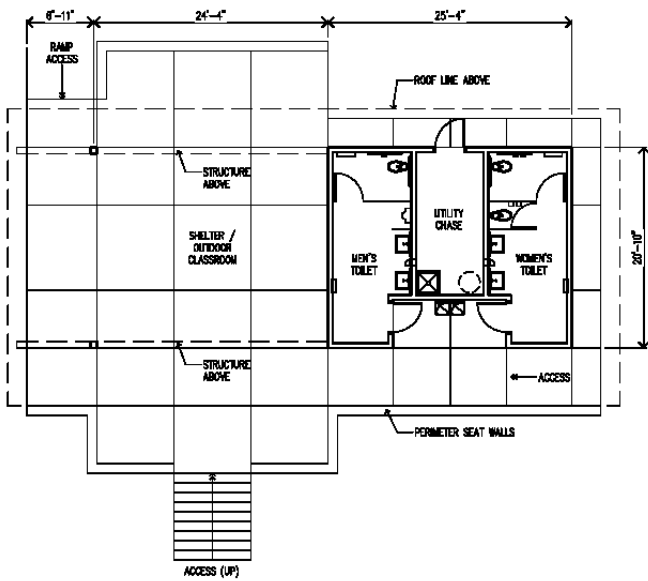
HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS

# Old Cedar Ave Bridge Toilet and Picnic Shelter

City of Bloomington

2014

**HCM Architects** proposed a new shelter and toilet facility as a trail head facility for the Old Cedar Avenue Bridge Park in Bloomington coming from the existing bridge. The major component of this project is the rehabilitation of the Old Cedar Avenue Bridge. A lot of research was done to understand the type of structures that existed on this site previously. The simple shed style roof is what was picked up on in the design for this facility, along with natural materials that fit in with the site, and steel that ties back to the bridge structure.



**Project Team:**

**Roger Christensen, AIA** - Principal in Charge/Project Manager  
**Liz Gutzman** - Project Team

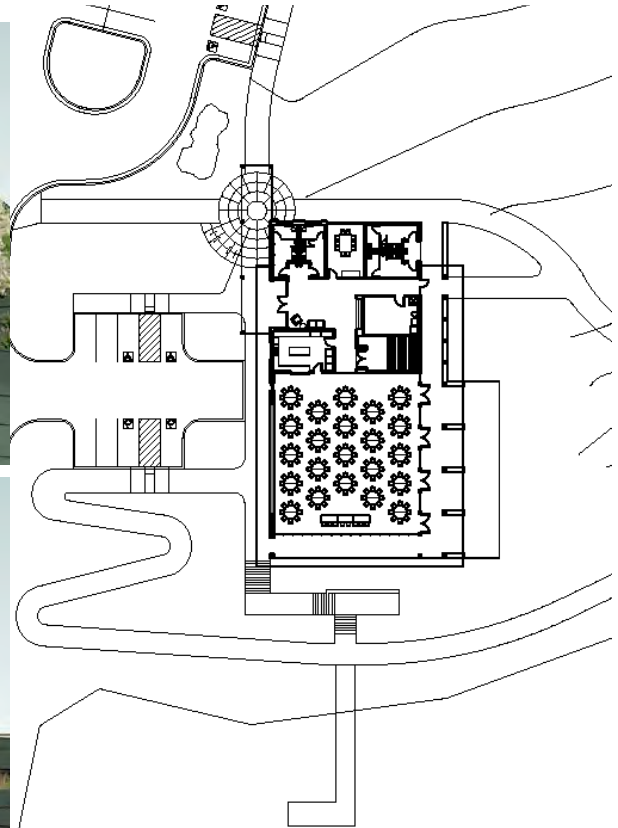
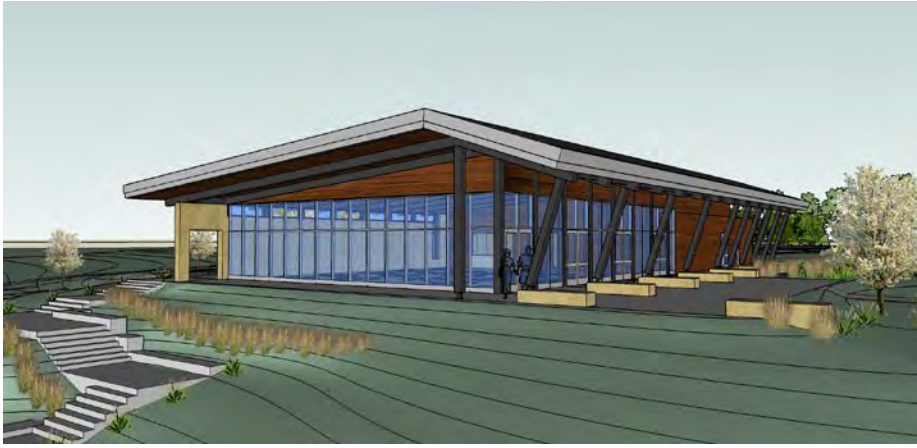
**Project Contact:**

**Julie Long**  
City of Bloomington  
952-563-4870

**Quarry Park Community Building and Picnic Pavilion**  
Shakopee Parks & Recreation  
Shakopee, MN

**2015**

**HCM Architects** is in the process of designing the facilities at the new Quarry Park in Shakopee, MN which includes a Community Building and Picnic Pavilion. The buildings are designed to evoke the feeling of the once industrial quarry site with the interaction of materials, shapes and orientation.



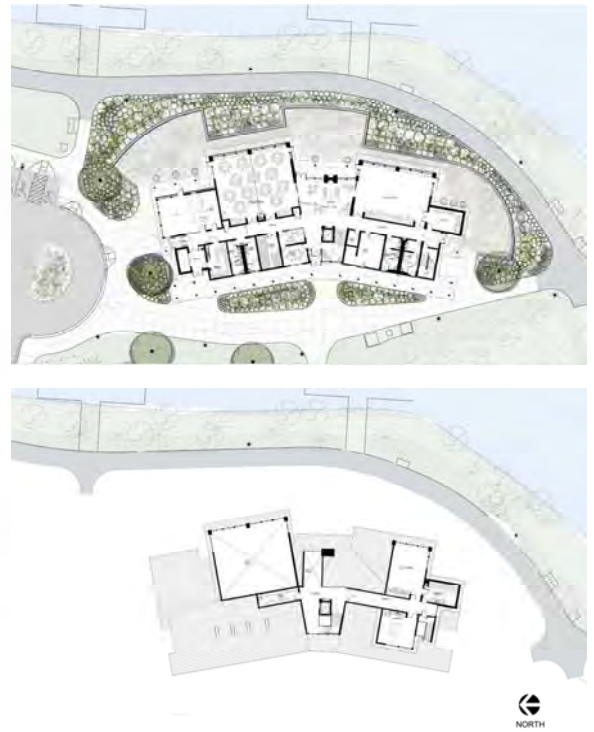
**Project Team:** **Matt Lysne, AIA** - Principal in Charge/Project Manager  
**Liz Berres** – Project Team  
**Vaughn Kelly** – Project Team

**Project Contact:** **Jamie Polley**  
Director of Parks, Recreation & Natural Resources  
952-233-9514

**West Medicine Lake Park Pavilion**  
 Plymouth Park & Recreation Department  
 Plymouth, Minnesota

**2008-2009**

**HCM Architects** designed a 12,000 SF community center on the shores of West Medicine Lake in Plymouth, MN. The building will serve as a community center and parks programming facility with multiple gathering and classroom spaces and will become a gathering place for park visitors and trail users as well as the community as a whole. **HCM Architects** worked to design a building and site as signature features of the park.



East Elevation



West Elevation



South Elevation



North Elevation

**Project Team:** **Tim McLwain, AIA** - Principal in Charge/Project Manager  
**Jerry Hagen, AIA** – Project Architect

**Project Contact:** Diane Evans, Park & Recreation Director, City of Plymouth  
 763-509-5201

**Project Budget:** **\$3.125 Million**

**St. Croix Bluffs Regional Park Facilities**  
Washington County Parks and Recreation  
Hastings, Minnesota

**2011**

**HCM Architects** designed the new facilities at St. Croix Regional Park which included a new Toilet/Shower Building and site work. The building is centered in the campground and is used by campers and park users.



**Project Team:** **Tim McIlwain, AIA** - Principal in Charge/Project Manager  
**Dan Lind** – Project Team

**Project Contact:** **John Elholm**, Director 651.430-4303

**Project Budget:** **\$1.1 million**



# Project Experience

Project

**Camp Ojibway**

for

**Hope Presbyterian Church**

**Hagen Christensen & McIlwain Architects** is in the process of designing a lodge facility for Camp Ojibway in Sterns County, Minnesota. This first phase includes an upper level dining hall to seat up to 120 people with full kitchen facilities and toilet rooms. The lower level will include a recreation area, meeting rooms and a lounge.



Lodge Building Image



HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS

# Project Experience

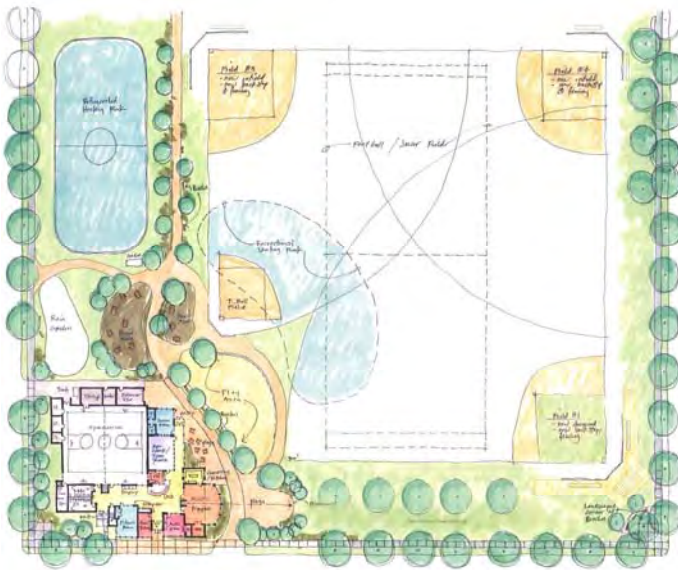
Project

Palace Recreation Center Study  
St. Paul, Minnesota

Client

St. Paul Parks & Recreation Department

**Hagen, Christensen, & McIlwain Architects** provided a study that assessed the existing building and improved the facility space program. This was accomplished by developing a new building plan that utilized the existing gym and supporting spaces, developed a conceptual site plan and determined estimated project costs for all upgrades and additions to the Palace Recreation Center located in St. Paul. HCM worked with St. Paul Parks and Recreation staff and community



HAGEN, CHRISTENSEN & MCILWAIN  
ARCHITECTS

## Lakeside Commons Park Facilities

Blaine Parks & Recreation  
Blaine, Minnesota

2009

**HCM Architects** designed the new facilities at the Lakeside Commons Community Park in Blaine, MN which included a Boat Rental Building, Picnic Pavilion and a Beach Building. The buildings are designed to evoke the feeling of garden structures that reflect the design of the adjacent Parkway. HCM Architects worked with SRF Consulting on the project.



**Project Team:** Tim McIlwain, AIA - Principal in Charge/Project Manager  
Liz Berres – Project Team

**Project Contact:** Jim Kappelhoff Director 763 785-6162

**Project Budget:** \$750,000

## HCM Architects - Parks and Recreation Client References

The following is a list of individuals and respective projects that can attest to our capabilities and services. We invite you to contact them as they can speak best to the quality of our services.

**Lonnie Brokke**

**Parks Director  
Roseville Parks and Recreation  
2660 Civic Center Drive  
Roseville, MN 55113  
651.792.7107  
Projects:  
Community Buildings (6 locations)  
HANC Renovation**



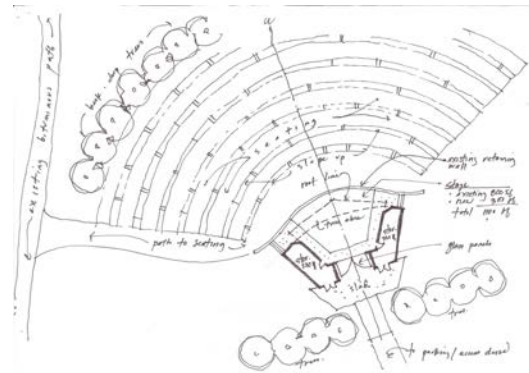
**Scott Yonke**

**Ramsey County Parks & Recreation  
2015 North Van Dyke Street  
Maplewood, MN 55109-3796  
651-748-2500  
Projects:  
Goodrich Golf Course Clubhouse  
The Ponds at Battle Creek Clubhouse  
Keller Park Buildings  
Tony Schmidt County Park Buildings  
Bald Eagle Lake Park Buildings  
Snail-Vadnais Lakes Park Buildings  
Lake Gervais Beach Building**



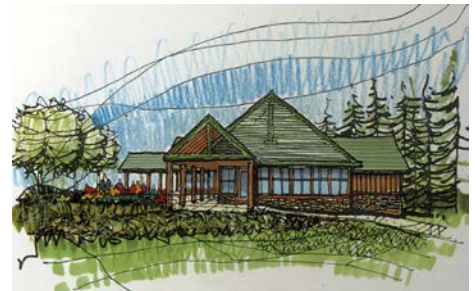
**John VonDeLinde**

**Director of Parks and Recreation  
Anoka County Parks and Recreation  
550 Bunker Lake Boulevard  
Andover, MN 55304  
763-767-2860  
Projects:  
Bunker Hills Campground Building  
Lake George Beach Building  
Bunker Hills Beach Concessions**



**Wayne Sandberg**

**Washington County Parks  
Washington County  
11660 Myeron Road North  
Stillwater, MN 55082  
651-430-4303  
Projects:  
St. Croix Bluffs Regional Park  
Lake Elmo Nordic Center**



**Steve Sullivan**

**Director of Parks and Recreation  
Dakota County Parks  
14955 Galaxy Avenue  
Apple Valley, MN 55124  
952-891-7983  
Projects:  
Thompson County Park  
MN River Regional Trail Trailhead**



**Dave Schletty**

**City of West St. Paul, Parks  
1616 Humboldt Avenue  
West St. Paul, MN 55118  
651-552-4152  
Project:  
Harmon Park Buildings**

## **2. Firm Introduction and Unique Qualifications**

**Hagen Christensen & McLwain Architects (HCM)** is a 15-person architectural firm founded as an S-Corporation in Minnesota in 1998. Our firm is based on a foundation of common values, friendship, and a singular vision on how we want to practice architecture. A practice based on a simple business philosophy:

***Provide creative ideas, exemplary services, treat people well and good things will happen.***

The keys to our service that distinguish our firm from others are as follows:

- Direct and continuous involvement of HCM's partners and senior staff in all aspects of a project. This optimizes the collective knowledge base, technical expertise, creative design abilities, and project management skills of our firm's partners, and the commitment we provide to the Owner to lead your project from start to finish. This approach has provided us with a unique and highly regarded reputation within the community of building owners, consultants and contractors.
- A Principal of HCM Architects will always be your day to day Design Team contact and "partner" throughout the project. They will be fully hands-on and will coordinate, lead and manage the design process from start to finish. This will ensure strong leadership and responsiveness throughout all phases of the project and has been a highly successful approach in our work.
- Our Firm has extensive design experience with park and recreation facilities, including Golf Course Clubhouses. Recently, HCM has completed studies of similar scope; this includes the seven Community Buildings for the City of Roseville, a Nordic Ski Center for Lake Elmo Park, and multiple studies for St. Paul related to recreation Community Center planning & programming efforts.
- Our Firm has diverse design experience with a focus on people places; we also work on institutional and municipal projects where needs studies, program development and concept design are a key first step. HCM Architects has provided needs analysis and master planning studies for a wide breadth of project types which helps us discover solutions that may not be found if we specialized in only one building type. This means your project will be unique and a representation of what you are; we are designing your building...not ours.
- As proven during the multiple phases of the City of Roseville Parks and Recreation Renewal Program, HCM Architects works well with the City of Roseville Parks and Recreation Owner Team and understands the City's process for deliverables, from Programming and Concept Design through Construction Administration.
- HCM has previously toured the site with former City of Roseville Parks Superintendent, Jeff Evenson, to discuss opportunities related to existing conditions. Our firm has a familiarity with the project site and scope; the content of the Advisory Team Final Report can be used effectively with our prior knowledge.
- We take pride in the way our office documents information; from Project Programming to Meeting Minutes to Final Documentation. The Deliverables must all be clear and complete as this study will help set the direction for the future of your new Clubhouse facilities.

**Together we believe that the most successful projects do not just happen but evolve as a team effort based on open and clear lines of communication, technical expertise, an attitude of cooperation and a full commitment to fulfill the needs of the client.**

*Clubhouse, HCM Architects  
Ponds at Battle Creek, Maplewood, MN*



### 3. Project Understanding and Approach

Our approach differs from many firms. We are designing your project... not ours. Our design approach is based on solving your specific goals and needs with a solution that is efficient, long-lasting, and is a wise use of the project budget.

#### ***Listening and Communication Skills – High Quality Documentation***

Our approach to design starts simply. First, we must listen. This is the only way we can understand the issues at hand. Key issues that we must understand include your needs: Facility needs, project program, project schedule, project budget, your values, and site options. The Advisory Team Final Report for the Cedarholm Clubhouse Replacement identifies a great deal of this information and acts as a critical starting point for the design on which to build. We then must work through the options with your City of Roseville Staff and the Community Stakeholders as integral members of the Design Team.

***We feel that the best and most successful designs are a product of hard work and collaboration, not strictly inspiration.***

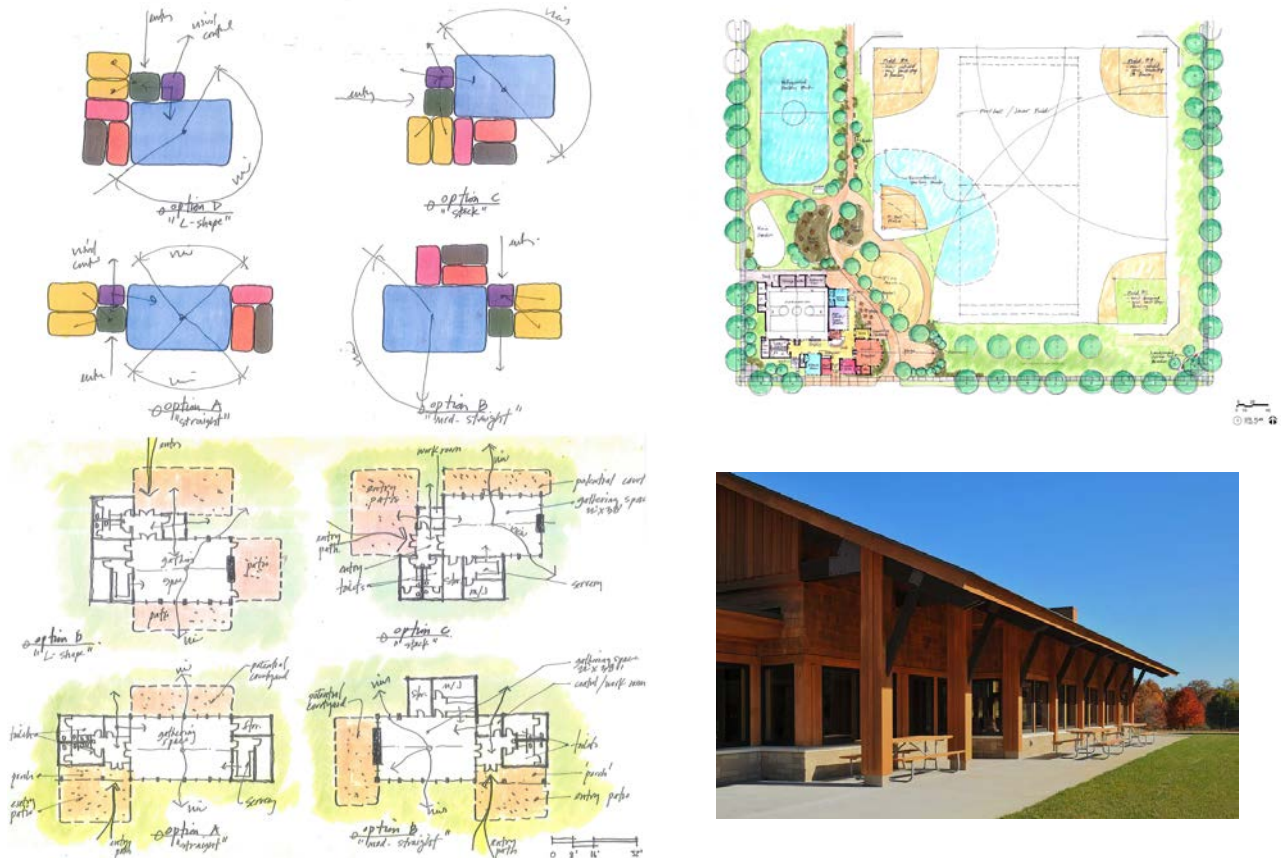
***This is the foundation to solving all problems and providing collaborative solutions.***

#### ***Value of Our Services***

Our Design Team is comprised of Owner-Active professionals that can effectively provide the time and service that this project will require on a day-to-day basis. This translates to more hours of service and staff commitment for our fee. Our Team will provide excellent **value** to the City of Roseville.

#### ***Understanding and Planning Process***

**Our Team** has extensive experience with programming, facility assessment, community engagement, and master planning of civic and community sites. Our Team understands the critical importance of the assessment and preliminary planning process that leads to sound decision making which will guide the future implementation of the Cedarholm Clubhouse.



- Develop a Sound Understanding of the Existing Facilities, Potential Site Opportunities and Community Feedback:** A solid groundwork of site reviews, facility analysis and community engagement with our team will help inform and guide our Team through the process. Our assessments of facilities, analysis of site options and participation in community engagement will be detailed and thorough, and will help guide the decisions that need to be made. We will evaluate and build upon the content of the Advisory Team Final Report to develop a design that is rooted in community direction. We will identify potential liabilities, opportunities, and financial assessments. This information can guide you, as the Owner, in evaluating expectations and capital expenditures.
- Identify the connections and relationships** of the various programmatic needs and options to various components identified by the City and Stakeholders. This will be critical to providing direction on the preferred option, its size, location and type. By working with the City of Roseville Staff and Stakeholders we will be able to arrive at a comprehensive report that gives a clear understanding of key advantages and disadvantages for each location, facility outlines and community feedback. Our office is nimble and responsive in providing quick solutions for day-to-day needs. We treat these efforts very seriously because you need results, but also need the Professional Team to understand the bigger picture of your facility so each solution builds upon the desired big picture.
- Provide Cost Effective Solutions and Economic/Feasibility Modeling:** Our Team has a great reputation for quality cost estimating and strategic cost analysis. We will provide options that are cost effective in both the implementation and operating specifics towards the preferred option. A clear cost estimate by Loeffler Construction will help guide the decisions that need to be made regarding the City's future plan and the impact on its citizens. This estimate will provide a basis for comparison to the Advisory Team's recommendations for funding options to support the capital needs of replacing the Cedarholm Golf Course Clubhouse and maintenance facility.
- Strategic Planning and Master Planning:** From programming to conceptual master planning, we will guide you through your facility decisions for now and the future. Good quality thought and planning will maximize your investments.
- 3-D Visualization and Software Capabilities:** At the very early stages of the design process, we develop virtual diagrams, models of the building(s) and their site(s) along with visually clear diagrams, plans and illustrations. These are powerful tools; both to develop design ideas, establish key relationships in order to help our clients visualize but more importantly to help our team communicate at various meetings and outreaches throughout the design process. We use the following programs:

  - Graphic renderings of building and site designs provide clients highly informative images using Google SketchUp, Revit Architecture software, AutoCAD and Adobe Creative Suite.
  - Secure FTP host site for project information (drawings, files, data, and correspondence) to project team, clients, and consultants on an **HCM**-owned and controlled server.



*3-D Rendering*



*Construction*

*City of Roseville Parks and Recreation Renewal Program, Lexington Community Building, HCM*

## 4. Scope of Services/Project Work Plan

**HCM Architects** along with its Design Team believe very strongly in a complete team approach to design that places the owner, the Resident Advisory Team, and end-users of the facility at the center of the team.

The design team has reviewed the request for proposal dated November 18th, 2016. An informal site tour was conducted with City Staff back in 2015 prior to the issuance of the Advisory Team Final Report. We understand your needs and the project goals as described; a replacement Golf Course Clubhouse that becomes a community asset providing a range of services. The following is our proposed breakdown of phases for the project by task, timeline, responsibilities, deliverables, costs, and staff involvement. We understand that we will be working with the City of Roseville, including the Parks and Recreation Commission, the Resident Advisory Team, as well as the Community at-large.

### A. Analysis

#### Tasks:

- Review and consider work of the Resident Advisory Team.
- Consider all aspects of recommendations.
- On-site operational assessment – interview of staff.

#### Staff Involvement / Roles - Primary

Tim McLwain – Project Manager	(HCM)	8 hrs. @ \$160/hr.	=\$1,280
Dan Lawrence – Architect	(HCM)	8 hrs. @ \$130/hr.	=\$1,040
Architectural Staff	(HCM)	4 hrs. @ \$105/hr.	=\$420
Phase Total		20 hrs.	=\$2,740

**Timeline:** 2017, Exact dates T.B.D. with City of Roseville Parks and Recreation Staff

#### Deliverables:

- Meeting minutes.
- Summary of conclusions.

#### City Responsibilities:

- Provide access to existing site and facility.
- Meet with design team for operational assessment and interview of staff.





## B. Program Development

This Project Phase will occur concurrently with the Analysis Phase and include the Community Listening Sessions listed in section E, "Meetings."

### Tasks

- Work with staff and others to understand needs, layouts and functions, which include current users, space demands, and gaps in service.
  - Identify important adjacencies.
  - Define square footage requirements.
- Engage community in creating a planned approach
  - Work with Parks and Recreation Commission, Resident Advisory Team, Historical Society and others on design, function and requirements (engagement may be incorporated into public meetings of the Parks and Recreation Commission).
  - Participate in Community Listening Sessions with the Community at-large, Advisory Team, Parks and Recreation Commission, others.
- Consider/identify energy efficiencies and long term maintenance.
- Identify and develop desired Site relationships between buildings and site amenities and the neighborhood.
- Identify the existing facility and future facility user profile and determine the impact that the profiles will have on the proposed building and site usage.

### Staff Involvement / Roles - Primary

Tim McLwain – Project Manager	(HCM)	19 hrs. @ \$160/hr.	=\$3,040
Dan Lawrence – Architect	(HCM)	28 hrs. @ \$130/hr.	=\$3,640
Architectural Staff	(HCM)	20 hrs. @ \$105/hr.	=\$2,100
Phase Total		68 hrs.	=\$8,780

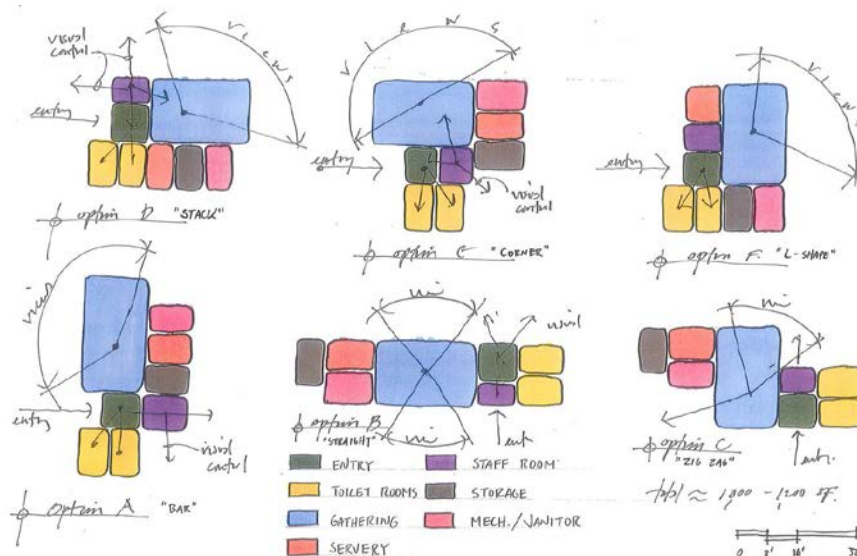
**Timeline: 2017, Exact dates T.B.D. with City of Roseville Parks and Recreation Staff**

### Deliverables:

This phase will culminate with a complete and approved Site and Facility Program document that identifies all proposed site and building functions with key relationships and total square footages. This portion of the study will become part of the final comprehensive Project Study Report.

### City Responsibilities:

- Meet with the Design Team to establish the Facility Program.
- Schedule, attend, and participate in Community Listening Sessions.



## **C. Schematic/Concept Design**

### **Tasks**

- Consider site area and adjacent infrastructure including: Clubhouse, Maintenance Garage, Entry, Parking Lot, and Practice Green.
- Prepare site layout options and potential phased approach.
- Prepare schematic and concept designs for the clubhouse replacement.
- Prepare schematic and concept designs for the adjacent site infrastructure.
- Prepared information will be done with the understanding that it will move forward to final construction plans and specifications.
- Develop conceptual costs estimates.
- Meet with the Parks and Recreation Commission to develop and review schematic/concept designs.

### **Staff Involvement / Roles - Primary**

Tim McLwain – Project Manager (HCM)	16 hrs. @ \$160/hr.	=\$2,560
Dan Lawrence – Architect (HCM)	45 hrs. @ \$130/hr.	=\$5,850
Architectural Staff (HCM)	68 hrs. @ \$105/hr.	=\$7,140
Phase Total	133 hrs.	=\$15,550

**Timeline:** 2017, Exact dates T.B.D. with City of Roseville Parks and Recreation Staff

### **Deliverables:**

- This phase will culminate with the preliminary site and building design options to accommodate the program needs.

### **City Responsibilities:**

- Meet with the Design Team to review the schematic/concept designs (2 meetings).



Cedarholm Golf Course – Aerial Site View

## **D. Cost Estimate**

### **Tasks**

- Prepare cost estimates for the clubhouse replacement.
- Prepare cost estimate for construction documents.
- Prepare cost estimates for construction administration.
- Prepare cost estimate for adjacent site infrastructure.
- Present preferred process and deliverables at “not to exceed costs.”

### **Staff Involvement / Roles - Primary**

Professional Cost Estimator: (Loeffler Consulting)	16 hrs. @ \$160/hr	= \$2,560
Phase Total	16 hrs	= \$2,560

**Timeline:** 2017, Exact dates T.B.D. with City of Roseville Parks and Recreation Staff

### **Deliverables**

- Cost data for inclusion in Final Report

### **City Responsibilities:**

- Review data.

## **E. Meetings**

### **Tasks**

- Attend, facilitate and provide presentations as agreed:
  - Community Listening Sessions – up to five 3-hour meetings (Time accounted for in section B, “Program Development.”)
    - Community at-large, Advisory Team, Parks and Recreation Commission, others.
    - May be held in conjunction with monthly Parks and Recreation Commission meeting.
  - Design Presentations – two meetings
    - Parks and Recreation Commission – one 2-hour meeting/presentation.
    - City Council – one 1-hour meeting/presentation.

### **Staff Involvement / Roles - Primary**

Tim McLwain – Project Manager (HCM)	3 hrs. @ \$160/hr.	= \$480
Dan Lawrence – Architect (HCM)	3 hrs. @ \$130/hr.	= \$390
Phase Total	6 hrs.	= \$870

**Timeline:** 2017, Exact dates T.B.D. with City of Roseville Parks and Recreation Staff

### **Deliverables:**

- Presentation of Report to Parks and Recreation Commission
- Presentation of Report to City Council

**F. Final Deliverables**

**Tasks**

- Final Report to include:
  - Site layout and phase approach (if needed).
  - Concept/schematic design for clubhouse building replacement that is ready to move to construction documents.
  - Consideration for concept/schematic design and layout for adjacent site
  - Budget estimates for:
    - Clubhouse and adjacent site as defined.
    - Construction documents and construction administration.
- Present information to the Parks and Recreation Commission and City Council.
- Develop an Interim Draft Report that documents the assessment of the building and site, Project Program, Conceptual Design options, proposed building system upgrades and anticipated construction cost estimates.

**Staff Involvement / Roles - Primary**

Tim McLwain – Project Manager	(HCM)	4 hrs. @ \$160/hr.	=\$640
Dan Lawrence – Architect	(HCM)	10 hrs. @ \$130/hr.	=\$1,300
Architectural Staff	(HCM)	10 hrs. @ \$105/hr	=\$1,050
Phase Total			=\$2,990

**Timeline:** 2017, Exact dates T.B.D. with City of Roseville Parks and Recreation Staff

**Deliverables**

- Final Report
- Drawings suitable to engage engineering consultants during the next design phases.

**City Responsibilities:**

- Review the Final Report.
- Communicate intentions for next phases of design and construction.

**G. Cost Summary**

Analysis	=\$2,740
Program Development	=\$8,780
Schematic/Concept Design	=\$15,550
Cost Estimate	=\$2,560
Meetings	=\$870
Final Deliverables	=\$2,990

**Total Cost for Scope of Services Outlined = \$33,490**

**(See section 6 – “Proposed Fees” for additional information)**



## 5. Design Team

### HCM Architects

---

Project Manager      **Tim McIlwain**, Senior Principal, AIA  
[mcilwain@hcmarchitects.com](mailto:mcilwain@hcmarchitects.com)  
612-904-1332

Project Architect      **Dan Lawrence**, AIA  
[Lawrence@hcmarchitects.com](mailto:Lawrence@hcmarchitects.com)  
612-904-1332

Tim and Dan are backed up by HCM's hard-working and responsible 15-person staff, including the following four principals with whom they consult on a daily basis:

<b>Jerry Hagen</b> , AIA	Senior Principal
<b>Roger Christensen</b> , AIA	Senior Principal
<b>Matt Lysne</b> , AIA, NCARB	Principal
<b>Dan Lind</b> , AIA, LEED AP	Principal

Collectively, HCM's partners bring over one hundred years of experience to the table and use it to provide you with technical expertise, creative design capabilities and exceptional project management skills.

### Loeffler Consulting

---

Loeffler Consulting prides itself on providing accurate estimates and advice, allowing you to understand the cost implications of each variable and component of your project. As consultants to the HCM design team, Loeffler will work hand-in-hand to help define a feasible project that meets the communities needs at Cedarholm.



Renovated Historic Fire Station #13 – Offices of HCM Architects

## 6. Proposed Fees

Our proposed professional fees are based on the breakdown of staff and hours. Our firm provides excellent value. **Based on our competitive rates and knowledgeable staff, you will receive more hours of our service for your fee.** We will of course be an open book providing you with whatever back up and break downs you may require. Once the fee has been established, we monitor the status of the fee during our invoicing. Each invoice tracks time spent by each individual working on the project and gives a picture of the status of the fees per project phase and on the total fee.

The continuous involvement of firm Principal Tim McLwain allows **Hagen, Christensen & McLwain Architects** to constantly monitor the project progress within our office. Meetings with consultants, along with daily contact, means that **HCM Architects** is able to track the project schedule and update all team members a minimum of two times per month.

FIRM	DISCIPLINE	TOTALS
<b>HCM Architects</b>	Architectural	\$30,930.00
<b>Loeffler Consulting</b>	Professional Cost Estimating	\$2,560.00
<b>Reimbursables</b>	Assume 4 Final Reports	\$1,000.00
<b>Fee NOT TO EXCEED per the RFP</b>		<b>\$34,490.00</b>

The above not to exceed fee is based on the project scope identified in the RFP, valid for a period of 90 days.

### Additional Services beyond Basic Services listed in Work Plan

Cost for these additional services will be provided upon request when they are deemed necessary for the Project.

### Billable Rates for Design Team Members

Architectural Principal	\$160/hour
Architects	\$130/hour
Architectural Staff	\$105/hour
Chief Estimator	\$160/hour

### Estimate of Reimbursable Expenses

Reimbursable expenses are billed without mark up at 1.0 times cost.

#### Reimbursable Costs:

1. Printing Costs: Large Format (24"x36" and 30"x42") \$0.15 Cents / Square Foot
2. Printing Costs: Large Format Color Printing \$75.00 / Sheet
3. Color Copies \$1.50 / Sheet
4. Mileage (IRS Rate) \$0.54 / Mile



**ROSEVILLE**  
**REQUEST FOR CITY COUNCIL ACTION**

Agenda Date: 01/09/17

Agenda Item: 8.k

Department Approval  


City Manager Approval



---

Item Description: Approve a Conditional Use pursuant to Table 1006-1 and §1009 of the City Code to allow a motor freight terminal at 2500 County Road C (PF16-027).

---

1 **BACKGROUND**

2 Stan Koch & Sons Trucking is seeking a Conditional Use (CU) to continue to allow the pre-  
3 existing motor freight terminal on the premises, which is zoned Industrial (I) District. According  
4 to Table 1006-1, a motor freight terminal is allowed with an approved CU in the Industrial (I)  
5 district upon achieving a number of specific criteria.

6 The property, 2500 County Road C, is zoned Industrial district and is located in the northwest  
7 corner of County Road C and Walnut Street. All adjacent land is also zoned Industrial. There  
8 are also a number of pre-existing non-conforming trucking and warehousing sites in the direct  
9 vicinity of the subject property.

10 The site was originally constructed in 1967 and occupied by Werner Transportation Terminal.  
11 The property included a large shop building along the west side of the property, which is now  
12 Stan Koch & Sons Trucking, and an office/dock facility near the center of the property, which is  
13 now Crown Iron Works. The Planning Division has categorized the current buildings and site  
14 improvements on the property as non-conforming due to setback and design issues. The motor  
15 freight terminal use is also non-conforming. Once a CU is approved that establishes motor  
16 freight terminal as a permitted conditional use on the premises, then certain building and site  
17 improvements consistent with the Zoning Code can be pursued.

18 Planning Division staff finds that the proposed motor freight terminal at 2500 County Road C  
19 meets the CU standards outlined in §1009.02.C and §1009.02.D.37 of the City Code. These  
20 findings were presented the Planning Commission on December 7, 2016 (Attachment A).

21 **PLANNING COMMISSION ACTION**

22 On December 7, 2016, the Planning Commission held the duly noticed public hearing regarding  
23 the subject CU for Stan Koch & Sons Trucking. No citizens were present to address the  
24 Planning Commission on this matter, however, the Commission modified Condition Number 6  
25 by removing “being worked upon” and inserting “undergoing maintenance” (line 116 of the  
26 attached resolution).

27 The Commission voted 7-0 to recommend approval of the CU for Stan Koch & Sons Trucking at  
28 2500 County Road C, subject to the seven conditions listed on the draft resolution.

29 **SUGGESTED CITY COUNCIL ACTION**

30 Adopt a resolution approving a CU at 2500 County Road C as provided on Attachment C.

31 **ALTERNATIVE ACTIONS**

- 32 **a.** Pass a motion to table the item for future action. Tabling the CU request beyond December 9,  
33 2016, will require extension of the 60-day action deadline established in Minn. Stat. 15.99.
- 34 **b.** By motion, recommend denial of the proposal. A motion to deny the application must be  
35 supported by specific findings of fact based on the City Council's review of the application,  
36 applicable City Code regulations, and the public record.

Report prepared by: Thomas Paschke, City Planner 651-792-7074 | [thomas.paschke@cityofroseville.com](mailto:thomas.paschke@cityofroseville.com)

Attachments:           A. PC report    B. PC minutes  
                              C. Draft Resolution





REQUEST FOR PLANNING COMMISSION ACTION

Agenda Date: 12/07/16

Agenda Item: 6 a

Prepared By

Department Approval

Agenda Section  
Public Hearings

Item Description: Consideration of a Conditional Use pursuant to Table 1006-1 and §1009 of the City Code to allow a motor freight terminal at 2500 County Road C (PF16-027).

1 APPLICATION INFORMATION

2 Applicant:	Stan Koch & Sons Trucking
3 Location:	2500 County Road C
4 Property Owner:	Crown Holding, Inc.
5 Application Submission:	11/10/16; deemed complete 11/16/16
6 City Action Deadline:	01/09/17
7 Planning File History:	None

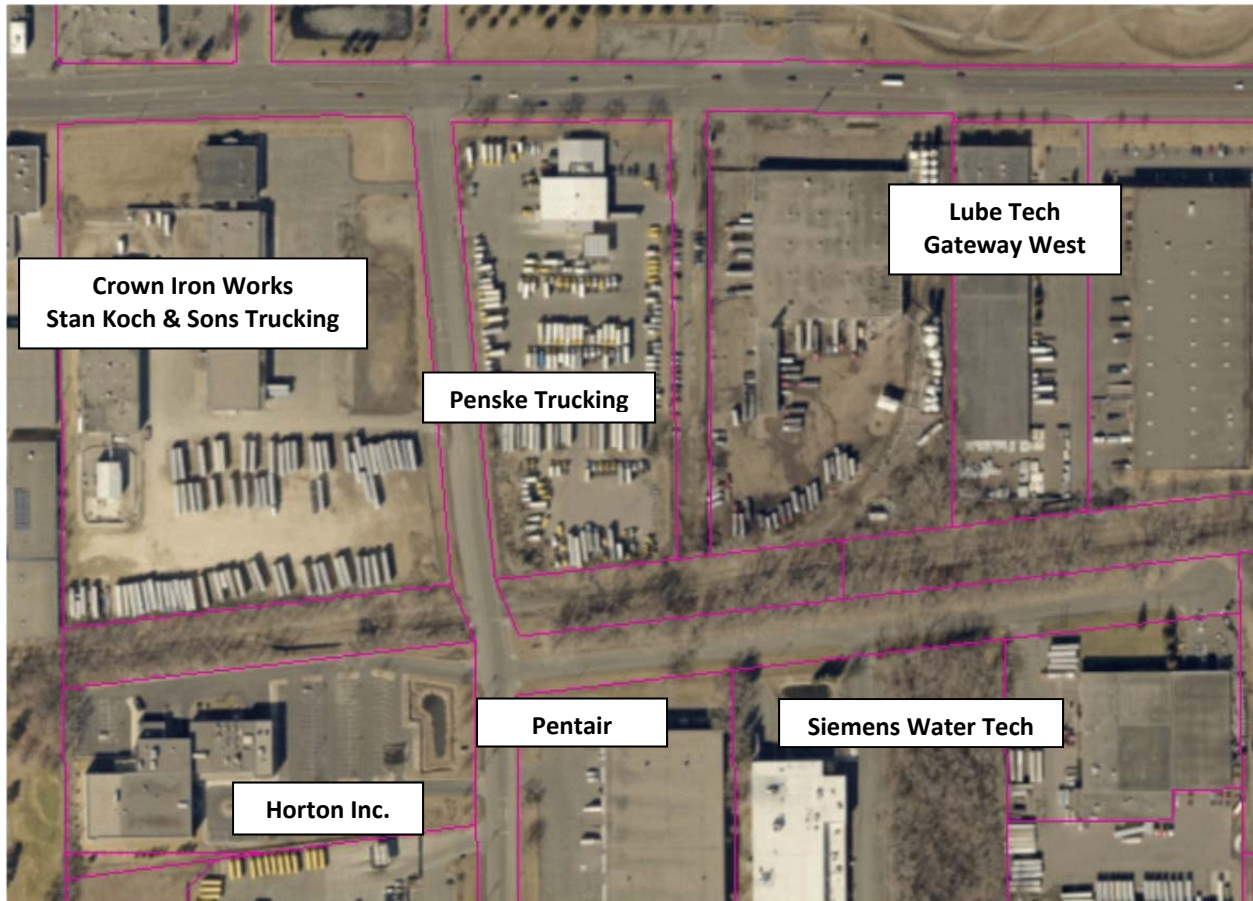
8 LEVEL OF DISCRETION IN DECISION MAKING: Actions taken on a Conditional Use  
9 request are quasi-judicial; the City’s role is to determine the facts associated with the  
10 request and weigh those facts against the legal standards in State Statutes and City  
11 Code.

12 BRIEF INTRODUCTION

13 Stan Koch & Sons Trucking is seeking a Conditional Use (CU) to continue to allow the  
14 pre-existing motor freight terminal on the premises, which is zoned Industrial (I)  
15 District. According to Table 1006-1, a motor freight terminal is allowed with an  
16 approved CU in the Industrial (I) district upon achieving a number of specific criteria.

17 The property, 2500 County Road C, is zoned Industrial district and is located in the  
18 northwest corner of County Road C and Walnut Street. All adjacent land is also zoned  
19 Industrial. There are also a number of pre-existing non-conforming trucking and  
20 warehousing sites in the direct vicinity of the subject property (see map page 2).

21 Motor freight terminal is defined in §1001.10 of the Zoning Code as: *a building or area in*  
22 *which freight is brought by motor truck is assembled and/or stored for routing in intrastate or*  
23 *interstate shipping by motor truck.* The Planning Division also interprets a motor freight  
24 terminal as having a number of ancillary/accessory uses such as the repair, maintenance,  
25 and outdoor storage of semi-trailers and semi-trucks.



26 **PROPOSAL**

27 The applicant seeks a CU for the existing Stan Koch & Sons Trucking motor freight  
 28 terminal to convert a non-conforming use into a conforming use. Establishing the  
 29 motor freight terminal as a conforming use on the site will afford the applicant the  
 30 ability to purchase the Crown Iron Works site and expand the semi-trailer storage and  
 31 customer/employee parking areas on the premises.

32 Per the narrative, the applicant desires to use the site as a motor freight terminal  
 33 including for the management, repair, maintenance, and outdoor storage of semi-  
 34 trailers and semi-trucks, which is how the site has operated for years. The applicant  
 35 would also like to complete site improvements including (but not limited to) upgrading  
 36 the parking and storage areas, expanding the employee and customer parking areas,  
 37 installing better storm water management, and installing of landscaping (See  
 38 Attachment C).

39 **STAFF ANALYSIS**

40 The site was originally constructed in 1967 and occupied by Werner Transportation  
 41 Terminal. The property included a large shop building along the west side of the  
 42 property, which is now Stan Koch & Sons Trucking, and an office/dock facility near the  
 43 center of the property, which is now Crown Iron Works. The Planning Division has  
 44 categorized the current buildings and site improvements on the property as non-  
 45 conforming due to setback and design issues. The motor freight terminal use is also

46 non-conforming. Once a CU is approved that establishes motor freight terminal as a  
47 permitted conditional use on the premises, then certain building and site improvement  
48 consistent with the Zoning Code can be pursued.

49 Planning Division staff finds that the proposed motor freight terminal at 2500 County  
50 Road C meets/complies with the CU standards outlined in §1009.02.C and §1009.02.D.37  
51 of the City Code, provided as Attachment D.

52 **PLANNING COMMISSION ACTION**

53 By motion, recommend approval of the requested CU for a motor freight terminal at  
54 2500 County Road C pursuant to §1009.02.C and §1009.02.D.37 of the City Code and the  
55 attached draft City Council resolution, subject to the following conditions:

- 56 1. All semi-trailer storage/parking must be a minimum of 10 feet from a side or rear  
57 property line. To satisfy the requirement a site specific striping plan must be  
58 submitted for review and approval by the Planning Division.
- 59 2. The applicant shall work with the Planning Division on a final  
60 landscape/screening plan. This must be submitted and approved by the Planning  
61 Division as a component of the site improvement permit. Landscape/screening  
62 shall address both County Road C and Walnut Street views, as well as the west  
63 and south property boundaries.
- 64 3. The applicant must submit a vehicle site circulation plan that is reviewed and  
65 approved by the City. The site must be inspected at least once a year for  
66 compliance with the plan and if found to be non-compliant, measures shall be  
67 taken to comply.
- 68 4. The property owner is allowed in the future to raze the existing Crown Iron  
69 Works dock facility and replace the structure with additional semi-trailer  
70 storage/parking.
- 71 5. Any site improvements shall meet all other requirements of the Zoning Code,  
72 except those that are approved via the variance process.
- 73 6. All semi-trucks or semi-trailers that are being worked upon shall be  
74 located/stored at the rear (west) of the site nearest the shop building.
- 75 7. The applicant must submit a plan that details where licensed and unlicensed  
76 trailers will be stored and that no greater than 20% of the trailers will be  
77 unlicensed. The site must be inspected at least once a year for compliance with  
78 the plan and if found to be non-compliant, measures shall be taken to comply.

79 **ALTERNATIVE ACTIONS**

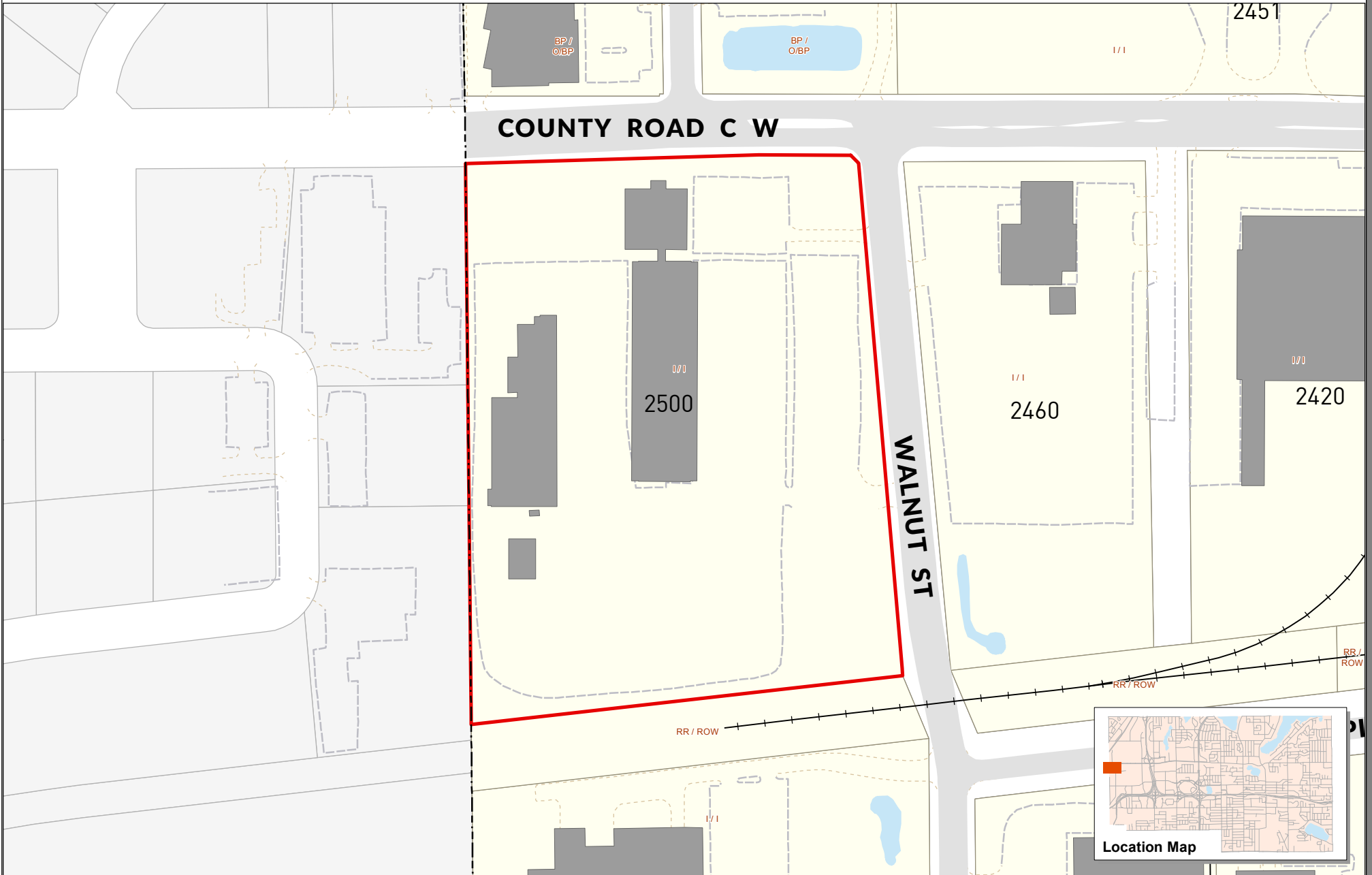
- 80 **a.** Pass a motion to table the item for future action. An action to table must be tied to  
81 the need for clarity, analysis, and/or information necessary to make a  
82 recommendation on the request.
- 83 **b.** Pass a motion recommending denial of the proposal. A motion to deny must include  
84 findings of fact germane to the request.

Report prepared by: Thomas Paschke, City Planner 651-792-7074 | [thomas.paschke@cityofroseville.com](mailto:thomas.paschke@cityofroseville.com)

- Attachments:
- A. Location map
  - B. Aerial map
  - C. Plans/narrative
  - D. Draft Ordinance



# Attachment A for Planning File 16-027



Prepared by:  
Community Development Department  
Printed: November 18, 2016



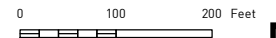
Site Location

**Data Sources**

\* Ramsey County GIS Base Map (11/2/2016)  
For further information regarding the contents of this map contact:  
City of Roseville, Community Development Department,  
2660 Civic Center Drive, Roseville MN

**Disclaimer**

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

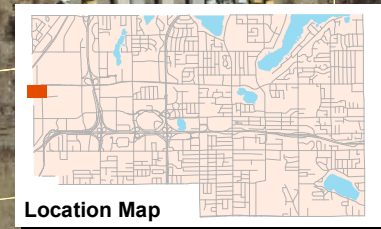


# Attachment B for Planning File 16-027



COUNTY ROAD C W

WALNUT ST



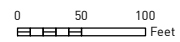
Prepared by:  
 Community Development Department  
 Printed: November 18, 2016



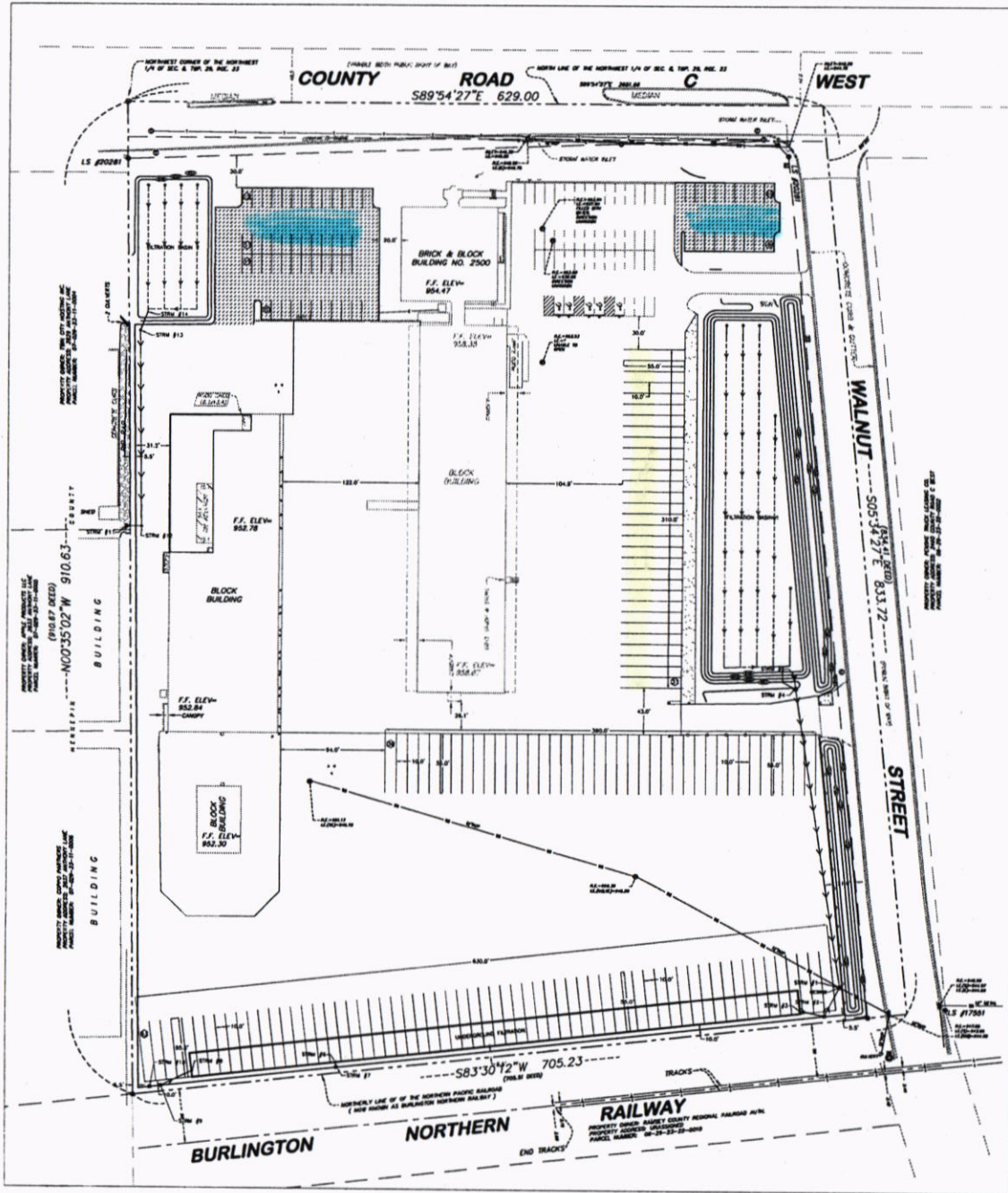
Site Location

**Data Sources**  
 \* Ramsey County GIS Base Map (11/2/2016)  
 \* Aerial Data: Surdex (4/2015)  
 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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PARKING LAYOUT DESIGN



**PROPOSED PLAN SYMBOLS**

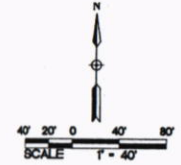
CONSTRUCTION LIMITS	---
PROPERTY LINE	---
SWITCH LINE (APPROX)	---
FENCE	---
SEMI-CURB	---
IRREGULAR PAVEMENT	---
SEMI-CURB	---
IRREGULAR PAVEMENT	---
CONCRETE PAVEMENT (GENERAL)	---

**ABBREVIATIONS**

BCU	BRICK CURB
BR	BRICK
CC	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE

NOTE: CONSTRUCTION LIMITS ARE ASSUMED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

TABLE 1. ADDITIONAL SURVING:  
NEW TRAILER PARKING WITH BUILDING - 133 STALLS



New Auto Parking  
New Trailer Parking

Koch Trucking Paving  
2500 County Road C West  
Rooseville, Minnesota 55113



NOT FOR CONSTRUCTION

No.	Revisions	Date

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

DATE	10/14/2016
PROJECT #	16414
PROJECT STATUS	Watershed Submittal
DRAWN BY	MPA
CHECKED BY	KAW

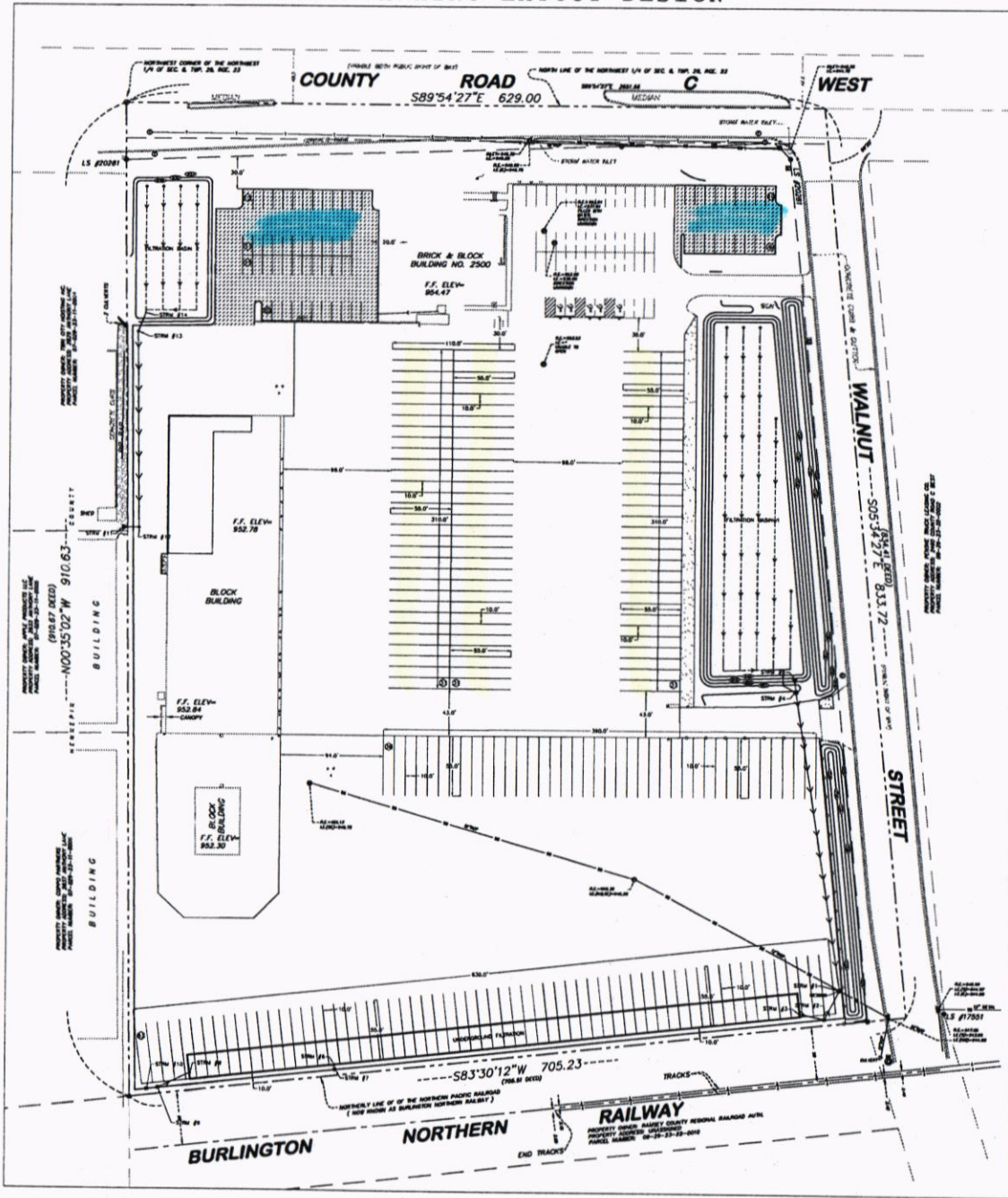
KEY PLAN

Paving and Geometric Plan

Exhibit 1

EX.1 PAVING AND GEOMETRIC PLAN

FUTURE PARKING LAYOUT DESIGN



PROPOSED PLAN SYMBOLS

PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	--- --
PROPERTY LINE	-----
SMOOTH LINE (APPROX.)	-----
FINISH	-----
ASPHALT-CONCRETE PAVEMENT	-----
LOW-DUTY BITUMINOUS PAVEMENT	-----
CONCRETE PAVEMENT (RANDOM)	-----

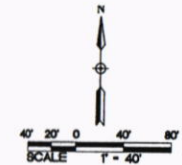
ABBREVIATIONS

ABBREVIATIONS	
BM	Bench Mark
CC	Centerline
CL	Centerline
CP	Center Point
EL	Elevation
EM	End of Median
EM	End of Median
EM	End of Median
EM	End of Median
EM	End of Median
EM	End of Median

NOTE: CONSTRUCTION LIMITS ARE ASSIGNED TO BE PROPERTY LINE UNLESS OTHERWISE NOTED.

LEGEND: (SEE EXHIBIT 2)

NEW TRAILER PARKING WITHOUT BUILDING - 1/8" SCALE



*New Auto Parking*  
*New Trailer Parking*

Koch Trucking Paving  
2500 County Road C West  
Roseville, Minnesota 55113

RKBW  
Roseville, Minnesota  
Phone: 651-422-1111  
www.kochpaving.com

NOT FOR CONSTRUCTION

No.	Revision Description	Date

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

DATE: 10/14/2016  
PROJECT # 16414  
PROJECT STATUS: Watershed Submittal  
DRAWN BY: MVA  
CHECKED BY: KAM  
KEY PLAN

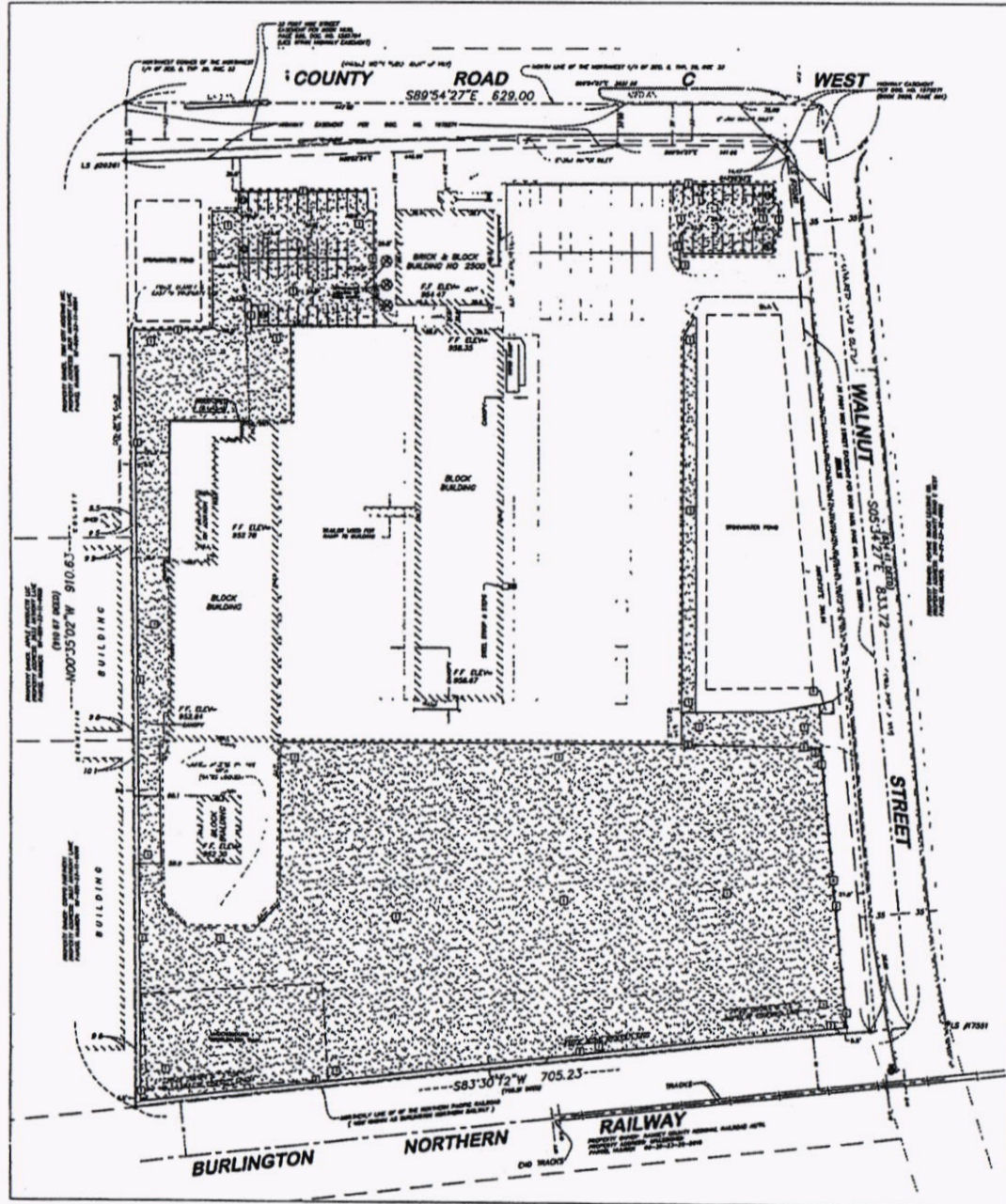
Paving and Geometric Plan

Exhibit 2

1 PAVING AND GEOMETRIC PLAN  
EX-2



NEW PAVING DESIGN



PAVING AND GEOMETRIC PLAN

**PROPOSED PAVEMENT SYMBOLS**

CONSTRUCTION LANE	---
PROPERTY LINE	---
SHOULDER LANE (OPTION)	---
FINISH	---
SPRINKLER PAVEMENT	---
FINISH PAVEMENT	---

**ABBREVIATIONS**

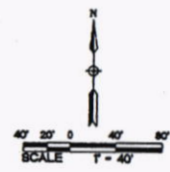
BR	BRICK
BL	BLOCK
AS	ASPHALT
GR	GRAVEL
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE
CS	CONCRETE

- NOTES:**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
  2. ALL CURBS ARE SHOWN TO BE 6" HIGH CONCRETE CURB AND 6" WIDE UNLESS NOTED OTHERWISE.
  3. METAL DATE CONCRETE CURB AND GUTTER REFER TO DETAIL C-10/11.
  4. METAL GUTTERING REFER TO DETAIL C-10/12.
  5. METAL SIDEWALK REFER TO DETAIL C-10/13.
  6. METAL DRIVE CONCRETE REFER TO DETAIL C-10/14.
  7. METAL FINISH REFER TO DETAIL C-10/15.

- GENERAL NOTES:**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
  2. ALL CURBS ARE SHOWN TO BE 6" HIGH CONCRETE CURB AND 6" WIDE UNLESS NOTED OTHERWISE.
  3. METAL DATE CONCRETE CURB AND GUTTER REFER TO DETAIL C-10/11.
  4. METAL GUTTERING REFER TO DETAIL C-10/12.
  5. METAL SIDEWALK REFER TO DETAIL C-10/13.
  6. METAL DRIVE CONCRETE REFER TO DETAIL C-10/14.
  7. METAL FINISH REFER TO DETAIL C-10/15.

- FINISH NOTES:**
1. FINISH SHALL BE TO FACE OF CURB UNLESS NOTED OTHERWISE.
  2. FINISH SHALL BE TO FACE OF CURB UNLESS NOTED OTHERWISE.
  3. FINISH SHALL BE TO FACE OF CURB UNLESS NOTED OTHERWISE.
  4. FINISH SHALL BE TO FACE OF CURB UNLESS NOTED OTHERWISE.
  5. FINISH SHALL BE TO FACE OF CURB UNLESS NOTED OTHERWISE.

**SITE COVERAGE ESTIMATED:**  
 TOTAL AREA = 100,000 SQ. FT.  
 IMPAVED AREA = 60,000 SQ. FT.  
 PERCENT = 60%



Koch Trucking Paving

2500 County Road C West  
Roseville, Minnesota 55113



**NOT FOR CONSTRUCTION**

No.	Revision	Date

I hereby certify that the plan, specification or report hereon prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

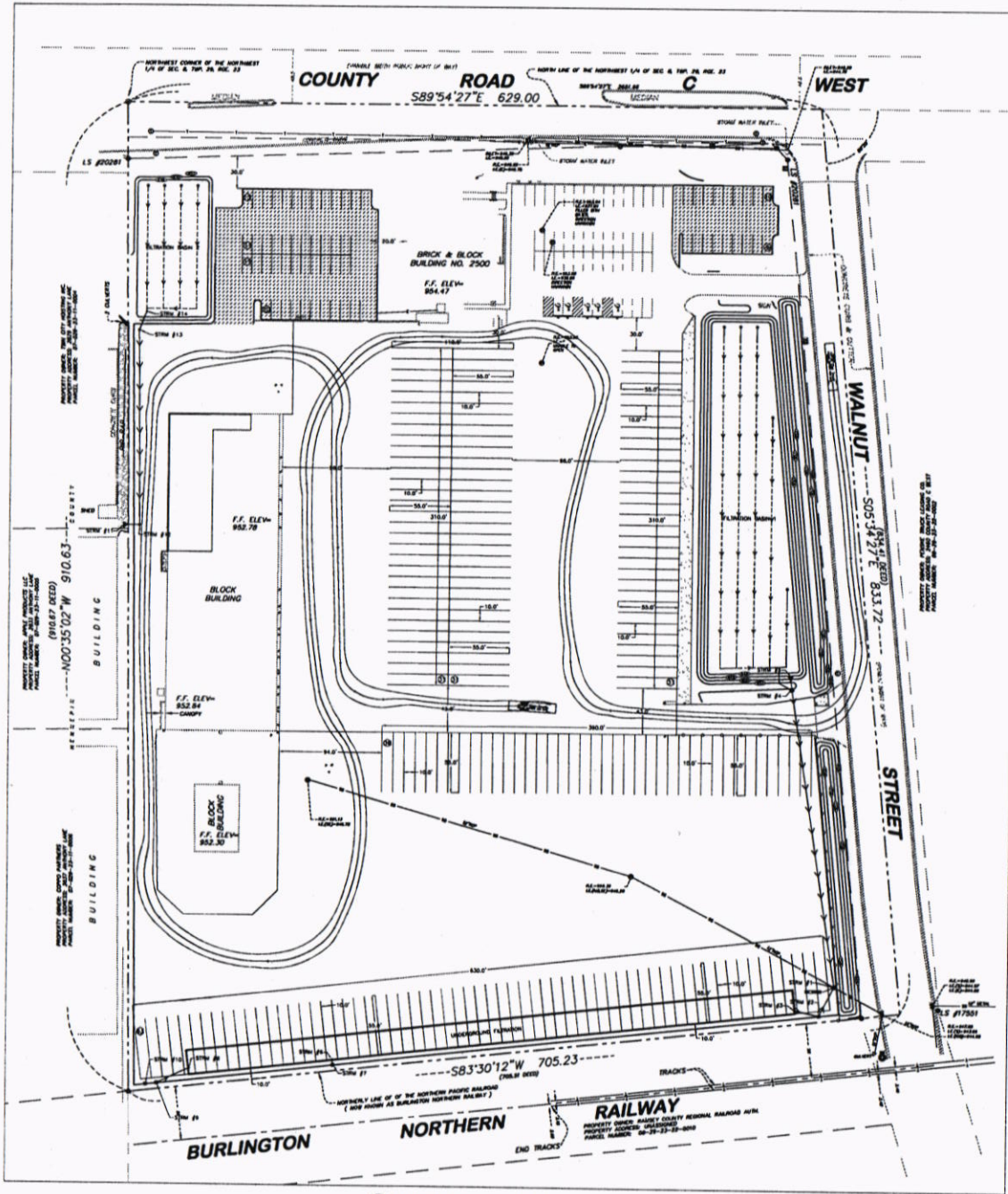
DATE: 08/22/2016  
 PROJECT: 16414  
 DRAWN BY: JPL  
 CHECKED BY: JPL

**KEY PLAN**

Paving Plan

**C4.0**

FIRE TRUCK ROUTING



1 PAVING AND GEOMETRIC PLAN  
EX. 3

PROPOSED PLAN SYMBOLS	
CONSTRUCTION LIMITS	---
PROPERTY LINE	---
ENCLOSURE LINE (APPROX.)	---
FENCE	---
HEIGHT-DUTY BALANCE PRECEDENT	[Symbol]
LOW-DUTY BALANCE PRECEDENT	[Symbol]
COMPLEX	[Symbol]

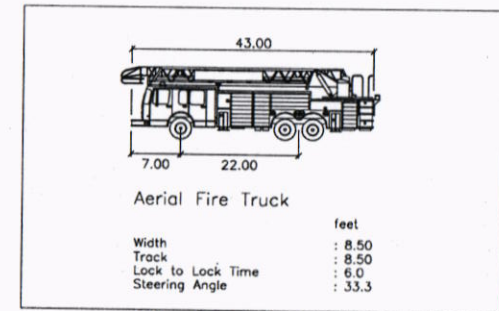
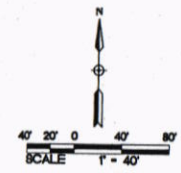
  

ABBREVIATIONS	
BL	Block
BR	Brick
CB	Concrete Block
CL	Clay
CS	Concrete
EL	Existing
FL	Finished Floor Elevation
GL	Grade
M	Masonry
R	Railroad
T	Timber

NOTE: CONSTRUCTION LIMITS ARE ATTACHED TO BE PROPERTY LINE UNLESS OTHERWISE NOTED.

EXHIBIT 3 - ADDITIONAL PLANNING:  
NEW TRUCKS PARKING WITHOUT BUILDING - 100 SPACES



2 VEHICLE PROFILE - FIRE TRUCK  
EX. 3

Koch Trucking  
Paving  
2500 County Road C West  
Roseville, Minnesota 55113



NOT FOR CONSTRUCTION

No.	Revision	Description	Date

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

DATE	10/14/2016
PROJECT DATA	Watershed Submittal
DRAWN BY	WPA
CHECKED BY	WPA

KEY PLAN

Paving and Geometric Plan

Exhibit 3

AKBA American Road & Builders Builders Association, Founded 1916, Promoting the Construction Industry.

**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 \_\_\_ day of \_\_\_\_\_ 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 A MOTOR FREIGHT TERMINAL AS A  
CONDITIONAL USE AT 2500 COUNTY ROAD C**

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed CONDITIONAL USE on December 2, 2016, voting \_\_\_\_\_ to recommend approval of the use based on public testimony and the comments and findings of the staff report prepared for said public hearing; and

WHEREAS, the property located at 2500 County Road C is legally described as:

**PID # 082923220003**

**That part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 29, Range 23, described as follows: Commencing at the Northwest corner of said Section 8, thence East along the North line thereof 629.00 feet, thence Southeasterly deflecting to right 84 degrees 20 minutes a distance of 834.41 feet to the Northerly line of the Northern Pacific Railroad; thence Southwesterly along said Northerly right of way line 705.51 feet to the West line of said Section 8, thence North along said West line 910.67 feet to the point of beginning. Ramsey County, Minnesota.  
Abstract Property**

WHEREAS, the Planning Commission has determined that approval of the proposed CONDITIONAL USE to permit a motor freight terminal at 2500 County Road C pursuant to §1009.02.C of the City Code will not result in adverse impacts to the surrounding properties based on the following findings:

- a. *The proposed use is not in conflict with the Comprehensive Plan.* The 2030 Comprehensive Plan advances general/broad land use goals and policies for which the following are consistent with the proposed CU at 2500 County Road C:
  1. Policy 1.3: Ensure high-quality design, innovation, sustainability, and aesthetic appeal in private and public development and redevelopment, with emphasis on efficient site access, appropriately sized parking areas, and overall beautification through the adoption and utilization of year-round landscaping and site design standards, guidelines, principles, and other criteria.

## Attachment D

- 40 2. Policy 11.2: Restrict and control open storage uses in commercial and  
41 industrial areas.
- 42 3. Policy 12.1: Direct the location and development of businesses generating  
43 significant large truck traffic to areas with appropriate infrastructure.
- 44 *b. The proposed use is not in conflict with a Regulating Map or other adopted*  
45 *plan.* The proposed addition of this use is not in conflict with the adopted  
46 Regulating Plan because the use does not require any site or building  
47 improvements that this plan governs.
- 48 *c. The proposed use is not in conflict with any City Code requirements.* It is  
49 assumed the proposed motor freight terminal use and site improvements has  
50 received variances from §1006.05.E, Parking Placement, which would eliminate  
51 any conflict with the Zoning Code regarding existing and improved  
52 customer/employee parking and semi-trailer storage on the premises.
- 53 *d. The proposed use will not be injurious to the surrounding neighborhood, will not*  
54 *negatively impact traffic or property values, and will not otherwise harm the*  
55 *public health, safety, and general welfare.* The approval of motor freight  
56 terminal as a CU on the premises is not looked upon as being injurious or  
57 negatively impacting the surrounding neighborhood as this site has always  
58 functioned with/as motor freight terminal and such uses are acceptable within  
59 the Industrial district.

60 AND WHEREAS, the Planning Commission has further determined that approval  
61 of the proposed CONDITIONAL USE to permit a motor freight terminal at 2500 County  
62 Road C pursuant to §1009.02.D.37 of the City Code achieves compliance with the  
63 following criteria:

- 64 *a. All outdoor semi-trailer storage shall occur on paved surfaces consistent with*  
65 *the parking area requirements of Section 1019.11 of this Title, and shall adhere*  
66 *to the parking area setback requirements in the applicable zoning district except*  
67 *that no outdoor semi-trailer storage shall be allowed between a principal*  
68 *building and the primary public street as determined by City staff. Areas of*  
69 *outdoor semi-trailer storage shall not obstruct required drive aisles or parking*  
70 *stalls.* Although there are no sidewalks within the adjacent street right-of-ways,  
71 the Planning Division determines County Road C to be the primary public street.  
72 The proposed storage/parking expansion for the semi-trailers does not conflict  
73 with this requirement.
- 74 *b. All trailers shall be parked/stored a minimum of 10 feet from a side- or rear-*  
75 *yard property line.* The submitted improvement plan and/or striping plan for  
76 semi-trailers will need to adhere to this requirement.
- 77 *c. Semi-trailers stored adjacent to Office/Business Park or Regional Business*  
78 *zoned property shall provide a 10-foot buffer area complete with screen*  
79 *planting and an opaque wall or fence a minimum of 8 feet in height as approved*  
80 *by the Community Development Department.* Planning Division staff will work  
81 with the applicant on final landscaping and/or screening plans, prior to the  
82 submittal of an improvement permit for the site.

Attachment D

83 *d. The property owner/applicant shall submit a circulation plan that*  
 84 *demonstrates that the outdoor semi-trailer storage use does not conflict with*  
 85 *other operations on the site, customer parking, and pedestrian access through*  
 86 *the site. The Planning Division has reviewed the preliminary plan for vehicle site*  
 87 *circulation and concludes that existing and future circulation plans do not*  
 88 *conflict. Staff will, however, require a final plan to be submitted with the*  
 89 *improvement permit and will require continued monitoring of the approved*  
 90 *circulation plan.*

91 *e. Outdoor storage of semi-trailers shall include a minimum of 80% of such*  
 92 *trailers being licensed and operational. Those semi-trailers that are not*  
 93 *licensed and/or operational shall be stored at the rear of the premises. Planning*  
 94 *staff will work with the applicant on a plan to address and monitor this condition.*

95 And WHEREAS, the Roseville Planning Commission recommended the following  
 96 conditions be added to the CU approval for 2500 County Road C:

- 97 1. All semi-trailer storage/parking must be a minimum of 10 feet from a side or rear  
 98 property line. To satisfy the requirement a site specific striping plan must be  
 99 submitted for review and approval by the Planning Division.
- 100 2. The applicant shall work with the Planning Division on a final  
 101 landscape/screening plan. This plan must be submitted and approved by the  
 102 Planning Division as a component of the site improvement permit.  
 103 Landscape/screening shall address both County Road C and Walnut Street views,  
 104 as well as the west and south property boundaries.
- 105 3. The applicant must submit a vehicle site circulation plan that is reviewed and  
 106 approved by the City. The site must be inspected at least once a year for  
 107 compliance with the plan and if found to be non-compliant, measures shall be  
 108 taken to comply.
- 109 4. The property owner is allowed in the future to raze the existing Crown Iron dock  
 110 facility and replace the structure with additional semi-trailer storage/parking.
- 111 5. Any site improvements shall meet all other requirements of the Zoning Code,  
 112 except those that are approved via the variance process.
- 113 6. All semi-trucks or semi-trailers that are being worked upon shall be  
 114 located/stored at the rear (west) of the site nearest the shop building.
- 115 7. The applicant must submit a plan that details where licensed and unlicensed  
 116 trailers will be stored and that no greater than 20% of the trailers will be  
 117 unlicensed. The site must be inspected at least once a year for compliance with  
 118 the plan and if found to be non-compliant, measures shall be taken to comply.

119 And WHEREAS, the Roseville City Council has determined the same regarding  
 120 the proposed motor freight terminal as a CONDITIONAL USE at 2500 County Road C;

121 NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to  
 122 APPROVE the proposed motor freight terminal as a CONDITIONAL USE at 2500 Country  
 123 Road C in accordance with Roseville City Code and subject to the following conditions:

**Attachment D**

- 124 1. All semi-trailer storage/parking must be a minimum of 10 feet from a side or rear  
125 property line. To satisfy the requirement a site specific striping plan must be  
126 submitted for review and approval by the Planning Division.
- 127 2. The applicant shall work with the Planning Division on a final  
128 landscape/screening plan. This must be submitted and approved by the Planning  
129 Division as a component of the site improvement permit.
- 130 3. The applicant must submit a vehicle site circulation plan that is reviewed and  
131 approved by the City. The site must be inspected at least once a year for  
132 compliance with the plan and if found to be non-compliant, measures shall be  
133 taken to comply.
- 134 4. The property owner is allowed in the future to raze the existing Crown Iron dock  
135 facility and replace the structure with additional semi-trailer storage/parking.
- 136 5. Any site improvements shall meet all other requirements of the Zoning Code,  
137 except those that are approved via the variance process.
- 138 6. All semi-trucks or semi-trailers that are being worked upon shall be  
139 located/stored at the rear (west) of the site nearest the shop building.
- 140 7. The applicant must submit a plan that details where licensed and unlicensed  
141 trailers will be stored and that no greater than 20% of the trailers will be  
142 unlicensed. The site must be inspected at least once a year for compliance with  
143 the plan and if found to be non-compliant, measures shall be taken to comply.

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

148 WHEREUPON said resolution was declared duly passed and adopted.

**Resolution – motor freight terminal, 2500 County road C (PF16-027)**

STATE OF MINNESOTA    )  
                                      ) ss  
COUNTY OF RAMSEY    )

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 7<sup>th</sup> day of December, 2016 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 7<sup>th</sup> day of December, 2016.

---

Patrick Trudgeon, City Manager

(SEAL)

1 **EXTRACT OF THE DECEMBER 7, 2016, ROSEVILLE PLANNING COMMISSION MINUTES**

2 **Public Hearings**

3 Chair Boguszewski reviewed public hearing protocol and the process.

4

5 **a. PLANNING FILE 16-027**

6 **Pursuant to Table 1006-1 and Section 1009 of Roseville City Code, Request by**  
7 **Stan Koch & Sons Trucking for consideration of a CONDITIONAL USE (CU) to**  
8 **allow a motor freight terminal at 2500 County Road C**

9 Chair Boguszewski opened the public hearing for Planning File 16-027 at approximately  
10 6:05 p.m.

11 City Planner Thomas Paschke briefly summarized this request as detailed in the staff  
12 report of today's date converting a non-conforming use into a conforming use. By  
13 establishing the motor freight terminal as a conforming use on the site, Mr. Paschke  
14 advised it will afford the applicant the ability to purchase the current Crown Iron Works  
15 site and expand semi-trailer storage and customer/employee parking areas on the  
16 premises. Mr. Paschke referred to the applicant's narrative for their detailed for the  
17 parcel. Mr. Paschke noted that the CU was subject to approval of Variance requests (3)  
18 that had been approved via resolution by the Variance Board at their meeting held earlier  
19 tonight, with seven conditions applied as detailed in the resolution (revised Attachment  
20 D),.

21 At the request of Member Murphy specific to unlicensed trailers versus those undergoing  
22 maintenance on site; Mr. Paschke clarified that Item 3 was related to outdoor storage, and  
23 was part of the criteria being considered for approval of this CU.

24 **Applicant Representative(s)**

- 25 • **Ann Steingraeber of Winthrop & Weinstine on behalf of a Roseville**  
26 **property owner, Koch Trucking**

27 At the request of Chair Boguszewski, Ms. Steingraeber introduced herself and Mr.  
28 Buss, advising that they had no additional comments beyond staff's report; but offered  
29 to respond to questions of the body.

- 30 • **Robert K. Buss, Stan Koch & Sons Trucking, Inc., 42000 Vahlberg Drive,**  
31 **Minneapolis, MN (looking to purchase 2500 County Road C)**

32 Chair Boguszewski closed the Public Hearing at approximately 6:13 p.m.; with no one  
33 appearing for or against.

34 **MOTION**

35 **Member Bull moved, seconded by Member Gitzen to recommend to the City**  
36 **Council APPROVAL of the requested CONDITIONAL USE for a motor freight**  
37 **terminal at 2500 County Road C, pursuant to Sections 1009.02.C and**  
38 **1009.02.D.37 of Roseville City Code; and attached draft City Council**  
39 **resolution, subject to conditions as detailed in lines 56 – 78 (page 3) of the**  
40 **staff report dated December 5, 2016, and based on public comments and**  
41 **Planning Commission input; amended as follows:**



## Attachment B

- 42 • *Draft resolution (Attachment D, Line 113) amended to read “undergoing*  
43 *maintenance” versus “being worked upon” to be consistent with the staff*  
44 *report (Line 73) per the request of Member Murphy and agreed to by the*  
45 *makers of the motion;*
- 46 • *Subject to approval of the variance requests heard earlier tonight by the*  
47 *Variance Board; and*
- 48 • *Subject to approval of the CU by the Roseville City Council at a subsequent*  
49 *meeting.*

50 **Member Cunningham arrived at this time, approximately 6:15 pm**

51 **Ayes: 6**

52 **Nays: 0**

53 **Motion carried**

54

**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 9<sup>th</sup> day of January 2017, 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 A MOTOR FREIGHT TERMINAL AS A  
CONDITIONAL USE AT 2500 COUNTY ROAD C**

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed CONDITIONAL USE on December 7, 2016, voting 7-0 to recommend approval of the use based on public testimony and the comments and findings of the staff report prepared for said public hearing; and

WHEREAS, the property located at 2500 County Road C is legally described as:

**PID # 082923220003**  
**That part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 29, Range 23, described as follows: Commencing at the Northwest corner of said Section 8, thence East along the North line thereof 629.00 feet, thence Southeasterly deflecting to right 84 degrees 20 minutes a distance of 834.41 feet to the Northerly line of the Northern Pacific Railroad; thence Southwesterly along said Northerly right of way line 705.51 feet to the West line of said Section 8, thence North along said West line 910.67 feet to the point of beginning. Ramsey County, Minnesota.**  
**Abstract Property**

WHEREAS, the Planning Commission has determined that approval of the proposed CONDITIONAL USE to permit a motor freight terminal at 2500 County Road C pursuant to §1009.02.C of the City Code will not result in adverse impacts to the surrounding properties based on the following findings:

- a. *The proposed use is not in conflict with the Comprehensive Plan.* The 2030 Comprehensive Plan advances general/broad land use goals and policies for which the following are consistent with the proposed CU at 2500 County Road C:
  - 1. Policy 1.3: Ensure high-quality design, innovation, sustainability, and aesthetic appeal in private and public development and redevelopment, with emphasis on efficient site access, appropriately sized parking areas, and overall beautification through the adoption and utilization of year-round landscaping and site design standards, guidelines, principles, and other criteria.

- 40 2. Policy 11.2: Restrict and control open storage uses in commercial and  
41 industrial areas.
- 42 3. Policy 12.1: Direct the location and development of businesses generating  
43 significant large truck traffic to areas with appropriate infrastructure.
- 44 b. *The proposed use is not in conflict with a Regulating Map or other adopted*  
45 *plan.* The proposed addition of this use is not in conflict with the adopted  
46 Regulating Plan because the use does not require any site or building  
47 improvements that this plan governs.
- 48 c. *The proposed use is not in conflict with any City Code requirements.* It is  
49 assumed the proposed motor freight terminal use and site improvements has  
50 received variances from §1006.05.E, Parking Placement, which would eliminate  
51 any conflict with the Zoning Code regarding existing and improved  
52 customer/employee parking and semi-trailer storage on the premises.
- 53 d. *The proposed use will not be injurious to the surrounding neighborhood, will*  
54 *not negatively impact traffic or property values, and will not otherwise harm*  
55 *the public health, safety, and general welfare.* The approval of motor freight  
56 terminal as a CU on the premises is not looked upon as being injurious or  
57 negatively impacting the surrounding neighborhood as this site has always  
58 functioned with/as motor freight terminal and such uses are acceptable within  
59 the Industrial district.

60 AND WHEREAS, the Planning Commission has further determined that approval  
61 of the proposed CONDITIONAL USE to permit a motor freight terminal at 2500 County  
62 Road C pursuant to §1009.02.D.37 of the City Code achieves compliance with the  
63 following criteria:

- 64 a. *All outdoor semi-trailer storage shall occur on paved surfaces consistent with*  
65 *the parking area requirements of Section 1019.11 of this Title, and shall adhere*  
66 *to the parking area setback requirements in the applicable zoning district except*  
67 *that no outdoor semi-trailer storage shall be allowed between a principal*  
68 *building and the primary public street as determined by City staff. Areas of*  
69 *outdoor semi-trailer storage shall not obstruct required drive aisles or parking*  
70 *stalls.* Although there are no sidewalks within the adjacent street right-of-ways,  
71 the Planning Division determines County Road C to be the primary public street.  
72 The proposed storage/parking expansion for the semi-trailers does not conflict  
73 with this requirement.
- 74 b. *All trailers shall be parked/stored a minimum of 10 feet from a side- or rear-*  
75 *yard property line.* The submitted improvement plan and/or striping plan for  
76 semi-trailers will need to adhere to this requirement.
- 77 c. *Semi-trailers stored adjacent to Office/Business Park or Regional Business*  
78 *zoned property shall provide a 10-foot buffer area complete with screen*  
79 *planting and an opaque wall or fence a minimum of 8 feet in height as*  
80 *approved by the Community Development Department.* Planning Division staff  
81 will work with the applicant on final landscaping and/or screening plans, prior to  
82 the submittal of an improvement permit for the site.

- 83 d. *The property owner/applicant shall submit a circulation plan that*  
84 *demonstrates that the outdoor semi-trailer storage use does not conflict with*  
85 *other operations on the site, customer parking, and pedestrian access through*  
86 *the site. The Planning Division has reviewed the preliminary plan for vehicle site*  
87 *circulation and concludes that existing and future circulation plans do not*  
88 *conflict. Staff will, however, require a final plan to be submitted with the*  
89 *improvement permit and will require continued monitoring of the approved*  
90 *circulation plan.*
- 91 e. *Outdoor storage of semi-trailers shall include a minimum of 80% of such*  
92 *trailers being licensed and operational. Those semi-trailers that are not*  
93 *licensed and/or operational shall be stored at the rear of the premises. Planning*  
94 *staff will work with the applicant on a plan to address and monitor this condition.*

95 And WHEREAS, the Roseville Planning Commission recommended the following  
96 conditions be added to the CU approval for 2500 County Road C:

- 97 1. All semi-trailer storage/parking must be a minimum of 10 feet from a side or rear  
98 property line. To satisfy the requirement a site specific striping plan must be  
99 submitted for review and approval by the Planning Division.
- 100 2. The applicant shall work with the Planning Division on a final  
101 landscape/screening plan. This plan must be submitted and approved by the  
102 Planning Division as a component of the site improvement permit.  
103 Landscape/screening shall address both County Road C and Walnut Street views,  
104 as well as the west and south property boundaries.
- 105 3. The applicant must submit a vehicle site circulation plan that is reviewed and  
106 approved by the City. The site must be inspected at least once a year for  
107 compliance with the plan and if found to be non-compliant, measures shall be  
108 taken to comply.
- 109 4. The property owner is allowed in the future to raze the existing Crown Iron dock  
110 facility and replace the structure with additional semi-trailer storage/parking.
- 111 5. Any site improvements shall meet all other requirements of the Zoning Code,  
112 except those that are approved via the variance process.
- 113 6. All semi-trucks or semi-trailers that are undergoing maintenance shall be  
114 located/stored at the rear (west) of the site nearest the shop building.
- 115 7. The applicant must submit a plan that details where licensed and unlicensed  
116 trailers will be stored and that no greater than 20% of the trailers will be  
117 unlicensed. The site must be inspected at least once a year for compliance with  
118 the plan and if found to be non-compliant, measures shall be taken to comply.

119 And WHEREAS, the Roseville City Council has determined the same regarding  
120 the proposed motor freight terminal as a CONDITIONAL USE at 2500 County Road C;

121 NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to  
122 APPROVE the proposed motor freight terminal as a CONDITIONAL USE at 2500 Country  
123 Road C in accordance with Roseville City Code and subject to the following conditions:

**Attachment C**

- 124 1. All semi-trailer storage/parking must be a minimum of 10 feet from a side or rear  
125 property line. To satisfy the requirement a site specific striping plan must be  
126 submitted for review and approval by the Planning Division.
- 127 2. The applicant shall work with the Planning Division on a final  
128 landscape/screening plan. This must be submitted and approved by the Planning  
129 Division as a component of the site improvement permit.
- 130 3. The applicant must submit a vehicle site circulation plan that is reviewed and  
131 approved by the City. The site must be inspected at least once a year for  
132 compliance with the plan and if found to be non-compliant, measures shall be  
133 taken to comply.
- 134 4. The property owner is allowed in the future to raze the existing Crown Iron dock  
135 facility and replace the structure with additional semi-trailer storage/parking.
- 136 5. Any site improvements shall meet all other requirements of the Zoning Code,  
137 except those that are approved via the variance process.
- 138 6. All semi-trucks or semi-trailers that are being worked upon shall be  
139 located/stored at the rear (west) of the site nearest the shop building.
- 140 7. The applicant must submit a plan that details where licensed and unlicensed  
141 trailers will be stored and that no greater than 20% of the trailers will be  
142 unlicensed. The site must be inspected at least once a year for compliance with  
143 the plan and if found to be non-compliant, measures shall be taken to comply.

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

148 WHEREUPON said resolution was declared duly passed and adopted.



**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 9, 2017  
Item No.: 8.1

Department Approval



City Manager Approval



Item Description: Approve Adopting a City of Roseville and Economic Development Authority (EDA) Acquisition Framework

**BACKGROUND**

The City Council/Economic Development Authority (REDA) have articulated an active interest in land purchases. The City Council/REDA considered four different properties for land acquisition in 2016. On June 21 the REDA agreed to repurpose dollars to develop both a public financing policy and an acquisition framework. The City/REDA adopted a public financing policy, and are now considering an acquisition framework to to better guide future decisions.

On November 28, 2016 the City Council reviewed a draft acquisition framework and provided feedback (minutes included as Attachment A). Economic Development Consultant, Jason Aarsvold, has incorporated the feedback into the most recent draft for consideration (Attachment B).

**POLICY OBJECTIVE**

To develop a property acquisition framework articulating where, why, and when sites should be considered for acquisition. This objective came out of a priority setting discussion with the REDA in June of 2016.

**BUDGET IMPLICATIONS**

No budget implications at this time.

**STAFF RECOMMENDATION**

Consider adopting an acquisition framework with the suggested changes incorporated from the November 28, 2016 meeting.

**REQUESTED COUNCIL ACTION**

Moption to adopt an acquisition framework with the suggested changes incorporated from the November 28, 2016 meeting.

Prepared by: Kari Collins, Community Development Director  
Attachments: A: November 28 Meeting Minutes  
B: Draft Acquisition Framework with Markups  
C: Clean Acquisition Framework without markups

**Regular City Council Meeting**  
**Monday, November 28, 2016**  
**Page 19**

provements for its utilities and capture those in fees, it still essentially had a monthly or quarterly assessment instead but only in a different format for residential properties.

At the request of Councilmember Laliberte, on Topic 4 of 5 for tax levy comparisons, Finance Director Miller clarified that they were based on sixty-two cities, all metropolitan cities with a greater than 10,000 population.

Mayor Roe opened and closed the public hearing at approximately 8:35 p.m.; with no one appearing for or against.

Mayor Roe alerted the public that this updated information would be available on the city's website, with action anticipated on December 5, 2016.

Discussion ensued regarding the next meeting of the City's Finance Commission that would occur after the December 5, 2016 City Council meeting; with a request made for their input if and as available or recommendations to the City Council to inform how they felt the city was doing relative to its fund balances and reserves going into 2017, or any other recommendations beyond the City Manager's recommended budget for future years.

**14. Business Items (Action Items)**

**a. Review and Discuss Draft City of Roseville and Economic Development Authority (EDA) Acquisition Framework**

Jason Aarsvold of Ehlers Inc. was available with the latest draft framework and to seek additional feedback or suggestions since the last iteration on November 7, 2016; with those revisions highlighted accordingly (Attachment A). An "Acquisition Review" form was provided as a bench handout, *and added to the packet materials*, providing a format for an example project presented as part of this discussion, and using four key questions on which the policy was based (page 1, lines 26 – 30).

Framework

Councilmember Laliberte referenced the grant language in blue (page 3, line 29) and the city's identification that it didn't want grants to drive pursuits, even though it was still listed as something likely to be included.

Mr. Aarsvold responded that revised language attempted to clarify that the goal was that a particular project was not intended to be shaped by the likelihood of grant funding, but if there was a realistic opportunity and gap financing needed, grant funding may be one of the tools or potential sources. However, Mr. Aarsvold noted this would intend that a site was identified for a potential project and that in itself would then define if or when grant resources may come into play.



While she understood that, Councilmember Laliberte suggested, with a section in the acquisition form available to fill out, it was important for future City Council's to have an understanding of this discussion and intent, opining that she didn't see that clearly articulated beyond current presentations and discussion.

Mayor Roe referenced Section 4, Identification of Potential Benefits and Cost Recovery (page 3, lines 20-30), and Item 3 addressing "outside grant funding" suggesting that be at the bottom of the list and Item 4 estimating a change in market value and tax collections receive a higher priority in that section.

Councilmember Willmus concurred with Mayor Roe.

Mayor Roe further clarified that his recollection of the intent was that any change in market value and tax collections not only be specific to the parcel(s) being considered for acquisition, but also surrounding properties and the community as a whole. Mayor Roe asked that this be added to language as well.

Councilmember Laliberte suggested adding a "but" statement regarding outside grant funding when feasible, "but..."

Councilmember McGehee suggested language such as "Outside grant funding [for potential gap funding only] indicating that grant funding was not considered a driver.

Mayor Roe stated he wasn't sure he wanted to limit grant funds to gap financing only, since they may be gap plus other funding.

Councilmember McGehee pointed out that Items 6 and 8 on page 5 were duplicated; duly noted by Mr. Aarsvold.

Specific to #3 and outside grant funding, Councilmember Etten noted it didn't say there was any determinant factor in any way; but a series of ways to find money available and a list of costs and benefits. Councilmember Etten agreed to moving estimated changes in market value to the subject property and surrounding properties further up in the list. Councilmember Etten stated he wasn't sure changes in grant funding became cumbersome if they were available, but suggested no weightier language than that.

Ms. Collins and council members discussed other language options in various sections related to grant funds, but in conclusion and without objection, decided to leave "outside grant funding" in place in Section 4, and simply move Item 3 below Item 4 in that section.

Under Section 8, General Property Information, (Page 5, lines 7 – 25), Councilmember Etten referenced previous discussions and the importance placed on the proximity to transit and other amenities (Item #8, Lin 24), but now it had dropped down to the end of the list. Councilmember Etten questioned what that said as far as the goal discussions in the past.

Mayor Roe noted that while it was listed last in the framework, as with typical administrative information appearing first on any form, it met the intended goals.

Councilmember McGehee, with concurrence by Mayor Roe, opined that in general the draft truly reflected what the city had talked about.

Case Study and “Acquisition Review” Document (Bench Handout)

At this point, Mr. Aarsvold led the City Council through a case study based on real information from a real project in another community, and using the draft framework document to proceed. While opining that this framework was a good start, Mr. Aarsvold pointed out some areas needing improvement and sought feedback going forward; and advising the form would naturally evolve with staff revisions once tested, with this example simply providing an idea of what to expect for a project.

Mayor Roe suggested changing the form to “assessed value change” rather than “property tax change” as it appeared misleading unless the city asked for a larger levy, and assuming the same tax rate it didn’t necessarily equate to more overall city taxes collected.

Mr. Aarsvold suggested a caveat at the bottom of the form to inform the process without completely removing that language if found too misleading.

Specific to the parcel itself, from his perspective Mayor Roe suggested valuation changes for surrounding properties and knowing the associated change around the property would serve similarly to the Chapter 429 process and impact/benefit assumptions and be more helpful than tax numbers. While those tax numbers may inform future TIF calculations, Mayor Roe questioned their inclusion in this decision-making.

Councilmember McGehee addressed her overall TIF concerns and her personal interpretation of using that type of tool, time period for increments, and negatives in withholding those funds from taxing jurisdictions for a period of up to 26 years; and impacts created across the city with increased service costs to taxpayers without sufficient taxes generated from new developments or projects by “locking up” that money.

Mayor Roe suggested “locking up” those funds for the purpose of filling a financing gap or other development costs was the purpose of TIF districts in general,

and dependent on their decertification and how that timing works based on remaining funds if any and from a philosophical consideration.

Mr. Aarsvold advised that additional edits would be incorporated based on tonight's discussion and thanked the city for the feedback. Mr. Aarsvold reviewed next steps as follows:

- Finalize framework with feedback and direction from staff and cc
- Revise and improve implementation form
- Provide final version of both documents for consideration and use for future acquisition

Councilmember Willmus thanked Mr. Aarsvold for tonight's update; and referenced Attachment A, Section 3, asking if there was a threshold in terms of raw value that might be applied to a parcel. Councilmember Willmus stated his strong advocacy for appraisals and expressed his interest in continuing that to keep the city in a solid position and protective of its interests. Based on the November 7<sup>th</sup> discussion, Councilmember Willmus asked if Mr. Aarsvold had any thoughts related to county assessed values, broker opinions, comparable sales or other valuation tools.

While having heard the council's strong preference for appraisals, Mr. Aarsvold advised that the only reason he didn't include it as a hard and fast requirement was recognizing that all projects will be different. Based on those previous discussions, if the cost of an appraisal exceeds the cost of or represents a huge percentage of the entire development, Mr. Aarsvold questioned if there was a sure or hard threshold for an appraisal. Instead, Mr. Aarsvold suggested instead that it may be driven more by circumstances and/or negotiations; or that the price may just be the price due to the owner's offer of sale, also questioning if an appraisal to confirm that hard selling price is necessary. Mr. Aarsvold suggested a circumstantial test for staff to use, since they knew well the council's preference for appraisals.

Ms. Collins agreed, noting it was traditional and past practice to pursue an appraisal, and she saw no change in that practice.

Councilmember Willmus noted some day a different council would be seated; with Ms. Collins agreeing if the council wanted to require an appraisal for any potential acquisition; or identify to what degree that cost variable becomes an issue.

Mayor Roe suggested language on Item 2 could include, "other things may be used, subject to City Council approval," based on what the City Council wants. Then, Mayor Roe noted that any future City Council could state their preference, whether appraisal or not, but other things would be subject to their approval.

Councilmember McGehee agreed with that; but stated she didn't want to call that out, noting the city had spent considerable money on appraisals in the past on ac-

quisitions that didn't move forward. Councilmember McGehee suggested the city not be so tied into an appraisal early in the process until deciding how serious it was.

Councilmember Etten stated he was comfortable with the current language, noting it was inherent for this city council to approve the whole process, therefore making no further changes in language necessary.

Mayor Roe agreed, opining any future city council was able to change or eliminate the policy.

Mayor Roe summarized the changes made tonight, including:

- Section 3, Items 3 and 4 moving in order of importance
- Regarding "estimated market value and tax collections" to express that intent somewhat better remove "and tax collections" entirely.

Mayor Roe noted that when increasing the tax base as the result of redevelopment it would be helpful to look at the project with and without the increment figured in to see the net cost to the city if using TIF financing.

In the benefits section, Mayor Roe, with input from Councilmember McGehee, suggested consideration of a net change to the city tax base with or without the increment and impact on the average taxpayer. Mayor Roe opined this was food for thought for staff and the consultant, clarifying that the intent to promote an idea for this or future councils that the city received more dollars by allowing redevelopment.

On the acquisition form, Councilmember Laliberte suggested for the "estimated timeline" instead adding "date available for market."

On the form, Mayor Roe also noted that under "property information," not all properties had an asking price and suggested adding a component, "is the property on or not on the market?"

When talking about tax capacity, Mr. Aarsvold noted one measure of growth was the tax base, which could be calculated. However, Mr. Aarsvold noted it may prove neutral with respect to whether it creates a tax break or not; and wouldn't be as clear to the general public. To be accurate, Mr. Aarsvold noted the reason for looking at tax capacity.

With the next revised draft from Mr. Aarsvold, Ms. Collins advised that both the City Council and REDA would need to approve the framework; and anticipated the January organizational meetings may be a good time to do so.

Mayor Roe thanked Mr. Aarsvold and city staff for their ongoing work on this policy.



**City of Roseville and  
Roseville Economic Development Authority  
DRAFT - Acquisition Framework**

~~November 2016~~

January 2017

**INTRODUCTION AND PURPOSE:**

The City of Roseville (the “City”) and the Roseville Economic Development Authority (“REDA”) desire to promote effective and fiscally responsible development and redevelopment within the community. Facilitating this development activity may from time to time require the City and REDA to consider participating in the acquisition of real property. In an effort to ensure any involvement in a real estate transaction for development purposes is carefully considered, the City and REDA established this Acquisition Framework (the “Framework”).

The purpose of the Framework is to provide guidance and best practices as the City and REDA consider the potential acquisition of property. There is no one formula that can decide on behalf of the community whether or not an acquisition should occur. Each decision will vary from property to property depending on prior planning, community goals, location, and resources. The Framework is a tool to ensure the City and REDA are considering some key questions before acquiring property, such as:

- Would a public acquisition align with community development and redevelopment goals?
- Who should acquire property for development and redevelopment purposes?
- What are the projected costs, benefits, and outcomes?
- What are the potential risks and mitigation measures?

The intent is to ensure that policy-makers, staff and community members receive the information they need to make informed and transparent decisions about the acquisition of property to achieve Roseville’s development goals.

Note: This Framework is not intended to replace Roseville’s Lot/Sale Replacement Program

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**1. PROPERTY ACQUISITION OBJECTIVES**

- A. Participation by the City and EDA in the acquisition of property will occur only when there is a clear and demonstrable community benefit. Acquisition of property should further the following objectives:
1. Advance an established goal or priority in the Comprehensive Plan or other adopted community plan.
  2. Provide site control beyond zoning to help achieve desired community outcomes.
  3. Assemble parcels for a larger redevelopment project.
  4. Expand and diversify the local economy and tax base.
  5. Encourage additional private development in the adjacent area, either directly or through secondary “spin-off” development.
  6. Remove blight to facilitate development and redevelopment.
  7. Facilitate the development process and promote investment in sites that could not be developed without assistance.
- B. Priority will be given to potential projects that accomplish multiple City and REDA’s stated objectives.

**2. ACQUIRING ENTITY**

- A. The City and REDA will first strive to work with a private development partner to directly acquire property for identified development and redevelopment opportunities. The City and REDA’s participation in this case may involve financial assistance consistent with the adopted Public Assistance Criteria and Business Subsidy Policy.
- B. When acquisition and development opportunities cannot be feasibly carried out by the private market, the City and REDA may acquire property directly. This direct acquisition must clearly meet identified objectives, provide significant community benefit, and adhere to provisions of the Framework.

**3. IDENTIFICATION OF COSTS AND RISKS**

- A. Information about the costs and potential risks shall be assembled prior to any decision to participate in the acquisition of property. This information shall include, but not be limited to:
1. Estimated acquisition cost, including sale price as well as due diligence costs, consultant fees, and any other transaction costs.

83

84 | 2. An independent opinion of value, which shall ~~in most cases~~ include an  
85 appraisal. Depending on the size and scope of the project, other sources  
86 such as assessed value, broker price opinion, or comparable sales may be  
87 used; in lieu of an appraisal subject to City Council and REDA approval.

88 | 3. Identification of other costs necessary for development or redevelopment  
89 of the property, such as: Relocation, demolition, environmental  
90 remediation, infrastructure needs, etc.

91 | 4. An estimate of holding costs that must be funded during ownership (e.g.  
92 maintenance, insurance).

93 | 5. Sources of funding to pay for acquisition, redevelopment, and holding  
94 expenses; ~~including: Existing City or REDA funds, grants, etc.~~

95 | 6. An assessment of the site’s marketability for development. This does not  
96 require a market study in all cases but may include outreach to the  
97 development community and brokers to understand the potential of the site  
98 and determine if reuse of the property in the near term is likely.

99 | 7. Identification of any other costs or risks specific to the particular property  
100 under consideration.

101  
102 **4. IDENTIFICATION OF POTENTIAL BENEFITS AND COST RECOVERY:**  
103

104 | A. City staff and consultants shall estimate the potential benefits, or cost recovery  
105 potential, associated with the acquisition of any property for development  
106 purposes. These are likely to include:  
107

108 | 1. The anticipated land resale price to the private market.

109 | 2. Estimate of change in market value and tax capacity of the subject  
110 property. If tax increment financing, tax abatement, or any other City  
111 assistance is necessary, provide evidence that the project and resulting  
112 market value would not be feasible but for the City assistance.

113 | 3. Consideration of benefit to the surrounding properties.

114 | ~~2.4.~~ Tax increment financing or tax abatement potential for a given proposed  
115 reuse of the site.

116 | ~~3. Outside grant funding.~~

117 | ~~4. Estimate of change in market value and tax collections.~~

118 | 5. Any available funding from outside the City. Projects will not be shaped  
119 or driven by outside funding opportunities, but the City will seek these  
120 sources if they fit City development goals and objectives.

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122 **5. GAP ANALYSIS AND ESTIMATE OF PERMANENT INVESTMENT:**

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- A. City staff and consultants shall prepare a “Gap” Analysis whenever the City or REDA purchase property directly. This analysis will compare all of the costs identified in Section 3 of the Framework against the potential opportunities for cost recovery identified in Section 4 of the Framework.
- B. If the anticipated costs exceed the estimated cost recovery, the project has a gap. If a gap exists, the project is not feasible without additional funding from other existing City or REDA sources.
- C. The City and REDA may choose to make a permanent investment and proceed with projects that have an estimated gap if they are of a high enough priority and will meet important community objectives. In these instances, the following must be identified:
  - 1. The existing City or REDA source of funding that will provide the permanent (non-recoverable) investment the project needs.
  - 2. A long-term plan to replenish the City or REDA funding used for this project. This may include a tax levy, fees, or some other source.

**6. COMMUNITY ENGAGEMENT**

- A. The City and REDA believe that proactive community engagement and public involvement are the cornerstone of successful development that meets community needs. The potential variety in scale and scope of each project makes a one-size-fits-all approach to community engagement difficult; however, the City and REDA commit to undertaking a community engagement process appropriate for each individual project.
- B. Prior to requesting Council Action for property acquisition, City staff will prepare a Community Engagement Plan for the proposed project. The Plan will be flexible and provide the ability to be responsive to projects of differing size and complexity. Each Plan will, at minimum, include:
  - 1. The communications strategy to be employed related to the project (e.g. social media, website, direct mail, City newsletter, etc.)
  - 2. Number and frequency of neighborhood meetings or open houses. Smaller projects may not necessitate such a meeting
  - 3. Mechanisms for collection and dissemination of community member feedback.

**7. TIMELINE**



169 A. Facilitating development and returning properties to the tax rolls are primary  
170 drivers of City and EDA involvement in property acquisition. Consideration shall  
171 be given to the estimated timeframe in accomplishing this goal. Using the  
172 information gathered through the Framework process, staff should provide for  
173 Council and REDA consideration:

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179 1. The potential closing date for the acquisition of property  
180 2. The anticipated start date and completion date for any proposed  
181 development project related to the acquisition  
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184 3. A contingency plan in the event the primary development strategy is not  
185 successful  
186 B. The City and REDA will not generally purchase property with the sole intent of  
187 land banking.  
188

189 **8. GENERAL PROPERTY INFORMATION**

- 190  
191 A. City staff will assemble general information related to any properties considered  
192 for acquisition by the City or REDA. This information will provide basic  
193 background as the foundation for further investigation. This information will  
194 include:  
195  
196 1. Property location, size and current zoning  
197 2. Current ~~asking~~market status and offering price, if ~~known~~any  
198 3. Existing property use  
199 i. Number of housing units or building square footage  
200 ii. Businesses located on the premises  
201 iii. Other improvements  
202 4. Comprehensive plan designation and current land use  
203 5. Surrounding land uses  
204 6. Proximity to transit and other amenities  
205 7. Proximity to existing public property  
206 ~~8. Proximity to transit and other amenities~~  
207 ~~9.8.~~Other information as appropriate

DRAFT



**City of Roseville and  
Roseville Economic Development Authority  
Acquisition Framework  
January 2017**

**INTRODUCTION AND PURPOSE:**

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2. An independent opinion of value, which shall include an appraisal. Depending on the size and scope of the project, other sources such as assessed value, broker price opinion, or comparable sales may be used in lieu of an appraisal subject to City Council and REDA approval.
3. Identification of other costs necessary for development or redevelopment of the property, such as: Relocation, demolition, environmental remediation, infrastructure needs, etc.
4. An estimate of holding costs that must be funded during ownership (e.g. maintenance, insurance).
5. Sources of funding to pay for acquisition, redevelopment, and holding expenses.
6. An assessment of the site's marketability for development. This does not require a market study in all cases but may include outreach to the development community and brokers to understand the potential of the site and determine if reuse of the property in the near term is likely.
7. Identification of any other costs or risks specific to the particular property under consideration.

**4. IDENTIFICATION OF POTENTIAL BENEFITS AND COST RECOVERY:**

- A. City staff and consultants shall estimate the potential benefits, or cost recovery potential, associated with the acquisition of any property for development purposes. These are likely to include:
  1. The anticipated land resale price to the private market.
  2. Estimate of change in market value and tax capacity of the subject property. If tax increment financing, tax abatement, or any other City assistance is necessary, provide evidence that the project and resulting market value would not be feasible but for the City assistance.
  3. Consideration of benefit to the surrounding properties.
  4. Tax increment financing or tax abatement potential for a given proposed reuse of the site.
  5. Any available funding from outside the City. Projects will not be shaped or driven by outside funding opportunities, but the City will seek these sources if they fit City development goals and objectives.

**5. GAP ANALYSIS AND ESTIMATE OF PERMANENT INVESTMENT:**

- A. City staff and consultants shall prepare a "Gap" Analysis whenever the City or REDA purchase property directly. This analysis will compare all of the costs

identified in Section 3 of the Framework against the potential opportunities for cost recovery identified in Section 4 of the Framework.

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  - 1. The existing City or REDA source of funding that will provide the permanent (non-recoverable) investment the project needs.
  - 2. A long-term plan to replenish the City or REDA funding used for this project. This may include a tax levy, fees, or some other source.

## **6. COMMUNITY ENGAGEMENT**

- A. The City and REDA believe that proactive community engagement and public involvement are the cornerstone of successful development that meets community needs. The potential variety in scale and scope of each project makes a one-size-fits-all approach to community engagement difficult; however, the City and REDA commit to undertaking a community engagement process appropriate for each individual project.
- B. Prior to requesting Council Action for property acquisition, City staff will prepare a Community Engagement Plan for the proposed project. The Plan will be flexible and provide the ability to be responsive to projects of differing size and complexity. Each Plan will, at minimum, include:
  - 1. The communications strategy to be employed related to the project (e.g. social media, website, direct mail, City newsletter, etc.)
  - 2. Number and frequency of neighborhood meetings or open houses. Smaller projects may not necessitate such a meeting
  - 3. Mechanisms for collection and dissemination of community member feedback.

## **7. TIMELINE**

- A. Facilitating development and returning properties to the tax rolls are primary drivers of City and EDA involvement in property acquisition. Consideration shall be given to the estimated timeframe in accomplishing this goal. Using the information gathered through the Framework process, staff should provide for Council and REDA consideration:

1. The potential closing date for the acquisition of property
  2. The anticipated start date and completion date for any proposed development project related to the acquisition
  3. A contingency plan in the event the primary development strategy is not successful
- B. The City and REDA will not generally purchase property with the sole intent of land banking.

**8. GENERAL PROPERTY INFORMATION**

- A. City staff will assemble general information related to any properties considered for acquisition by the City or REDA. This information will provide basic background as the foundation for further investigation. This information will include:
1. Property location, size and current zoning
  2. Current market status and offering price, if any
  3. Existing property use
    - i. Number of housing units or building square footage
    - ii. Businesses located on the premises
    - iii. Other improvements
  4. Comprehensive plan designation and current land use
  5. Surrounding land uses
  6. Proximity to transit and other amenities
  7. Proximity to existing public property
  8. Other information as appropriate

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Agenda Date: 1/9/2017

Agenda Item: 11.a

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Department Approval



City Manager Approval



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Item Description: Receive an introductory presentation by the consultant selected to lead an update of the subdivision code and provide initial guidance on the update effort (**PROJ-0042**)

---

1 **BACKGROUND**

2 On September 19, 2016, the City Council enacted an interim ordinance (i.e., a moratorium)  
3 prohibiting creation of parcels for new residential development through the “minor  
4 subdivision” process defined in the Subdivision Code. The interim ordinance was adopted  
5 with the understanding that the Subdivision Code, and Minor Subdivision section, was due  
6 for updating. At the December 5, 2016 City Council meeting, the City Council approved a  
7 Professional Services Agreement with the consultants at Kimley-Horn to update Roseville’s  
8 Subdivision Code.

9 **PLANNING DIVISION COMMENTS**


10 To begin the Subdivision Code update, Mike Lamb of Kimley-Horn will introduce himself to  
11 the City Council and make a brief PowerPoint presentation regarding the process and  
12 anticipated timeline for the update. Mr. Lamb will also display and discuss a list of major  
13 topic areas within the Subdivision Code that his team understands to be of concern to the  
14 City. While the scope of work in the professional services agreement represents a  
15 comprehensive technical update to the procedures for processing subdivision requests, Mr.  
16 Lamb seeks feedback on the initial list of major topic areas, as presented and understood so  
17 far, to ensure that the consultants’ research into best practices addresses other topics of City  
18 Council concern that may not already be in the list of identified topics.

19 **REQUESTED ACTION**

20 **Receive Mr. Lamb’s introductory presentation and provide initial guidance on the**  
21 **update effort by identifying additional subdivision code topic areas to be addressed**  
22 **during the update process.**

Attachment:

Prepared by:	Senior Planner Bryan Lloyd 651-792-7073 bryan.lloyd@cityofroseville.com
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**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 9, 2017  
Item No.: 14.a

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Department Approval

City Manager Approval



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Item Description:      Appoint Acting Mayor for 2017

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1    **BACKGROUND**

2  
3    Minnesota State Statute 412.121, Acting Mayor, requires cities annually to designate an Acting  
4    Mayor among Councilmembers. The acting mayor shall perform the duties of the mayor during  
5    the disability or absence of the mayor, or in the case of a vacancy, until a successor has been  
6    appointed.

7  
8    **REQUESTED COUNCIL ACTION**

9    Motion designating the 2017 Acting Mayor.  
10

**Prepared by:    Patrick Trudgeon, City Manager**

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 9, 2017  
Item No.: 14.b

Department Approval

City Manager Approval



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Item Description:      Confirm Citizen Advisory Commission Reappointment/Appointment  
Schedule

---

1    **BACKGROUND**

2  
3    The City has seven standing commissions, in addition to the Ethics Commission. Commissions  
4    advise the City Council on specific actions and offer citizens a way to provide input on issues of  
5    importance. The Council annually appoints citizens to the commissions.

6  
7    The commission application process has been refined over the years to recruit the best candidates  
8    for commissions.

9  
10    Commissioners are appointed to terms that begin April 1 of each year. The following  
11    Commissioners have expressed interest in being reappointed to another term that expires March  
12    31, 2017.

13  
14    Community Engagement

15            Chelsea Holub – attended seven of eight meetings  
16            Michelle Manke – attended 11 of 12 meetings

17  
18    Community Engagement Commission Chair Scot Becker recommends Chelsea Holub and  
19    Michele Manke be reappointed to the Commission.

20  
21    Finance Commission

22            Matt Harold – attended six of six meetings  
23            Edwin Hodder - attended 12 of 12 meetings  
24            John Murray – attended one of one meetings

25  
26    Finance Commission Chair Robin Schroeder recommends Matt Harold, Edwin Hodder and John  
27    Murray be reappointed to the Commission.

28  
29    Human Rights Commission

30            Edward Johnson – attended five of eight meetings

31

32 Human Rights Commission Chair Wayne Groff recommends Ed Johnson be reappointed to the  
33 Commission.

34

35 Parks and Recreation Commission

36 Terrance Newby – attended ten of 12 meetings

37

38 Parks and Recreation Commission Vice Chair Philip Gelbach recommends Terry Newby be  
39 reappointed to the Commission

40

41 Planning Commission

42 James Daire – attended nine of 11 meetings

43

44 Planning Commission Chair Mike Boguszewski recommends James Daire be reappointed to the  
45 Commission.

46

47 Public Works, Environment and Transportation Commission

48 Brian Cihacek – attended nine of 11 meetings

49

50 Public Works Commission Chair Sarah Brodt-Lenz recommends Brian Cihacek be reappointed  
51 to the Commission.

52

53 Applications for commissioners who wish to be reappointed are attached.

54

55 Several commissioners have served two terms while others have opted not to reapply. In  
56 addition, four commissioners are resigning in the midst of their terms so appointment to those  
57 positions must be taken into consideration.

58

59 Community Engagement

60 One vacancy (Amber Sattler did not reapply)

61 Scot Becker term that expires March 31, 2018

62 Theresa Gardella term that expires March 31, 2019

63

64 Finance

65 Rao Konidena term expires March 31, 1018

66

67 Human Rights Commission

68 One vacancy (Molli Slade did not reapply)

69

70 Parks and Recreation Commission

71 One vacancy (Lee Diedrick served two full terms)

72 Jamie Backer-Finn term expires March 31, 2018

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74 Planning Commission

75 One vacancy (Michael Boguszewski served two full terms)

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77 Police Civil Service Commission

78 One vacancy (Zoe Jenkins served two full terms)

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Public Works, Environment and Transportation Commission  
One vacancy (Sarah Brodt-Lenz did not reapply)

**REQUESTED COUNCIL ACTION**

Determine whether to interview any sitting commissioners. **If interviewing**, adopt the schedule for reappointment, advertising, interviewing and appointment.

- January 9 – Applications from commissioners seeking reappointment included in Council packet. Council may reappoint and/or determine which commissioners to interview. If commissioners are to be interviewed, staff will begin advertising the vacancies using the following deadlines.
- January 23 – Interview returning commissioners (if applicable).
- January 30 – Consider applications of commissioners who were re-interviewed, and reappoint and/or declare vacancies. Authorize staff to advertise for commission vacancies with a March 7 deadline for applications.
- March 13 – Interview commission applicants before regular meeting. Start time depends upon how many applicants to be interviewed.
- March 20 – Appoint applicants to fill vacancies.

**If not interviewing** any returning commissioners, adopt the following schedule for reappointment, advertising, interviewing and appointment.

- January 9 – Applications from commissioners seeking reappointment will be included in Council packet. Consider applications of commissioners who were re-interviewed, and reappoint, and declare other vacancies.
- Authorize staff to advertise for commission vacancies with a February 20 deadline for applications.
- February 27 – Interview commission applicants before regular meeting. Start time depends upon how many applicants to be interviewed.
- March 13 – Appoint applicants to fill vacancies.

**Prepared by:** Carolyn Curti, Communications Specialist  
**Attachments:** A: Returning Commissioners applications

**Full Name:** Chelsea Holub  
**Last Name:** Holub  
**First Name:** Chelsea  
**Company:** Community Engagement

**Home Address:** [REDACTED]  
 Roseville, MN 55113

**Mobile:** [REDACTED]

**E-mail:** [REDACTED]  
**E-mail Display As:** Chelsea Holub [REDACTED]  
**E-mail2 Display As:** Chelsea Holub  
**E-mail3 Display As:** Chelsea Holub

First Name	Chelsea
Last Name	Holub
Address 1	[REDACTED]
Address 2	<i>Field not completed.</i>
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
How many years have you been a Roseville resident?	2.5
Commissions	Community Engagement
Commission preference	Community Engagement
Commission preference	<i>Field not completed.</i>
This application is for	Reappointment

If this is a student application please list grade in school *Field not completed.*

Note  
*There is no character limit for the fields below.*

Why do you want to serve on this Commission? I would like to continue the work undergone by the Community Engagement Commission (CEC) during my first term. We are making progress on a number of projects and are in a good position to continue this progress. These efforts include recommendations regarding underrepresented communities, a city open house, and a welcome packet, and ongoing work on the We Are Roseville photo project. I believe that I have been an effective member of the commission in this first year by contributing different ideas, keeping projects on track, and, most recently, serving as vice chair.

What is your view of the role of this Commission? The CEC makes recommendations to the City Council on a wide range of community engagement initiatives. This could range from feedback on existing efforts (e.g. comprehensive plan) to ideas for new projects (e.g. city welcome packet).

Civic and Volunteer Activities Current Commissioner, City of Roseville Community Engagement Commission Secretary, Twin Cities Rotaract Community Maker, Make. It. MSP. Past ESL Classroom Aide, Hubbs Center for Lifelong Learning Middle School Debate Coach, Minnesota Urban Debate League ESL and Math Tutor, Cedar-Riverside Adult Education Collaborative Outreach Volunteer, HOME Line

Work Experience ICWA Court Monitor, Minneapolis American Indian Center (November 2016 - present) Coordinator, Safe Harbor Training & Protocol Development, Ramsey County Attorney's Office (June 2014 - June 2016) Team Member & Team Trainer, Target Lake Street (May 2012 - July 2014) Sex Trafficking Intern, Ramsey County Attorney's Office (June 2013 - December 2013) Canvasser, Keith Ellison for Congress (June 2012 - November 2012)

Education University of Minnesota Twin Cities B.A., English and African American & African Studies (May 2014) Minors in Spanish, History, and Comparative Race & Ethnicity

Is there additional *Field not completed.*

information you would like the City Council to consider regarding your application?

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Additional Information if you become Board or Commission Member  
*Additional information may be emailed to [info@cityofroseville.com](mailto:info@cityofroseville.com) or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.*

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Minnesota Government Data Practices Act	Yes
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Minnesota Statute §13.601. subd. 3(b)	Email Address
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Acknowledgement	Yes
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**Full Name:** Michelle Manke  
**Last Name:** Manke  
**First Name:** Michelle

**Home Address:**  
 Roseville, MN 55113

**Mobile:**

**E-mail:**  
**E-mail Display As:** Michelle Manke  
**E-mail2 Display As:** Michelle Manke  
**E-mail3 Display As:** Michelle Manke

First Name Michelle

---

Last Name Manke

---

Address 1

---

Address 2 *Field not completed.*

---

City Roseville

---

State MN

---

Zip Code 55113

---

Home or Cell Phone Number

---

Email Address

---

How many years have you been a Roseville resident? 55+

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Commissions Community Engagement

---

Commission preference Community Engagement

---

Commission preference *Field not completed.*

---

This application is for Reappointment

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If this is a student application please list grade in school *Field not completed.*

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Note  
*There is no character limit for the fields below.*

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Why do you want to serve on this Commission?	Continue to serve my community as a life long resident of Roseville I have extensive experience in working with diverse communities and event/strategic planning where I believe I can continue to make a positive impact in this commission. I've previously been involved in other public, private and non profit sector advisory boards and understand the requirements and legality of being a commissioner
What is your view of the role of this Commission?	Team player in research, recommendation of strategies, planning and implementing increased and improved community involvement in our beautiful city. Collaborating with city staff and advisor to Roseville City Council. As a reappointed commissioner, I see the role as providing some continuity, experience and mentoring to new commissioners.
Civic and Volunteer Activities	City of Roseville Community Engagement Commission • Commissioner (3 year term) American Red Cross International Disaster Relief 2002-current Business and Professional Women's Association • President 1992-1994 • Vice President 1990- 1992 • Scholarship Chairman 1985-1990 Community Emergency Response Team CERT; Roseville, MN 2007-2009 Communications Technology Associations CTA 2005-2008 Corpus Christi Parish Council 2007-2011 and 2012-2014 • Chair & Vice Chair 2009 - 2011 • Communications Chairman International Facilities Management Association IFMA 2001-2007 Muriel Sahlín Arboretum Advisory Board - Roseville MN 2007-current Phi Theta Kappa International Honor Society 2011 Streaming and Video Conferencing User Group 2006-2008 VFW - Ladies Auxiliary, Roseville Post #7555 2013
Work Experience	Visual Communications Specialist, (Local small business, Owner) Freelance Visual Communications Studio specializing in Creative Meeting Services, Creative Design, Digital Illustration, Graphic Design, Interactive Media/Social Networking, Project Management and Photography. Resently worked part-time for one of the larger hospitals in the Twin Citites on their on-site Food Shelf (non profit) with minority outreach in nutrition which includes research/data collection on hunger and nutritional needs of the communities which they serve. Establishing marketing plan and social media to assist with their grants. Marketing Coordinator (Small private company) Coordination and implementation of company's marketing functions with keys areas of emphasis on product seminars, trade shows, sales meetings and marketing communications. Coordinated all eMarketing Campaigns including graphic design and registration details Project Coordinator-Integrated Service Experience and Strategic & Claims Management (Nonprofit healthcare insurance company) Worked extensively on the companies largest initiative (50M), Integrated Health Management project as well as smaller projects within the ISE and SCM

Departments. Event Coordinator & Conferencing Services Administrator (same as above) Company administrator and project manager in development, implementation, and management of meeting/event and conferencing operations including creation of protocols, guidelines, procedures and compliance with design of databases, user guides/handbooks and complete end user training Project Coordinator (Large private company) Developed and organized project team (architects, building contractors,subcontractors) and off site project office. Coordinated each phase from initial planning through construction to completion of two new facilities including communications, presentations, issue resolution, coordination between contractors, project team, corporate, governmental and community groups. Developed Community Acclimation program with community leaders assisting in the successful integration of employees into the community. Event planning.

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Education	Graduate of Alexander Ramsey Senior High School Roseville MN AAS; Visual Communication Technology with Major in Interactive Media, Phi Theta Kappa International Honor Society Century College, White Bear Lake, MN ADDITIONAL STUDIES, Fine Art & Psychology; Century College, White Bear Lake, MN
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Is there additional information you would like the City Council to consider regarding your application?

This commission is finally getting it's legs and moving forward. While there are still some learning curves and clarity needed, as the last original commissioner from it's first forming, I would like to provide some continuity to help the commission continue to move forward and not retreat to questioning what their mission is and spending valuable time recreating the wheel. While the Council may continue to tweak the function and duties, I hope to keep the commission moving forward and not looking back. I can provide the lessons learned over the past few years and in the past few weeks of working closely with some of the commissioners, I have come to see the value and need of mentoring the newer commissioners and preparing them to mentor the next round.

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Additional Information if you become Board or Commission Member  
*Additional information may be emailed to [info@cityofroseville.com](mailto:info@cityofroseville.com) or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.*

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Minnesota Government Data Practices Act	Yes
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**Full Name:** Matt Harold  
**Last Name:** Harold  
**First Name:** Matt  
**Company:** Finance

**Home Address:**  
 Roseville, MN 55113

**Business:**

**E-mail:**  
**E-mail Display As:** FI Matt Harold  
**E-mail2 Display As:** Matt Harold  
**E-mail3 Display As:** Matt Harold

---

First Name Matt

---

Last Name Harold

---

Address 1

---

Address 2 *Field not completed.*

---

City Roseville

---

State MN

---

Zip Code 55113

---

Home or Cell Phone Number

---

Email Address

---

How many years have you been a Roseville resident? 3

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Commissions Finance

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Commission preference Finance

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Commission preference *Field not completed.*

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This application is for Reappointment

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If this is a student application please list grade in school *Field not completed.*

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## Note

*There is no character limit for the fields below.*

Why do you want to serve on this Commission?	I am excited for a chance to serve a second term on the Finance Commission. Though my first term was only for about a year, I look forward to being able to continue to give back to the community by helping to guide the financial policies of the city. I am looking forward to focusing on how the city can make the necessary investments to aging infrastructure and other assets while keeping the tax burden as low as possible. I am also looking forward to further discussion on how the city communicates financial information with its citizens.
What is your view of the role of this Commission?	The primary purpose of this Commission is to advise the City Council on the budget, CIP, and other financial policies. The second role of this Commission is to aid the City Council in how the financial information of the city is communicated to the citizens. Both roles are crucial to the well-being of the city, the first in ensuring the financial health of the city and the second in maintaining the public trust in the city government.
Civic and Volunteer Activities	Finance Commission - City of Roseville Various volunteer activities at the church of Corpus Christi in Roseville.
Work Experience	4.5 years of experience as a Bridge Design Engineer for the Minnesota Department of Transportation.
Education	Graduated in 2012 with a Bachelors of Civil Engineering from the University of Minnesota.
Is there additional information you would like the City Council to consider regarding your application?	I have greatly enjoyed my brief term on the Finance Commission and hope I can enjoy a further four years!
<p>Additional Information if you become Board or Commission Member  <i>Additional information may be emailed to <a href="mailto:info@cityofroseville.com">info@cityofroseville.com</a> or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.</i></p>	
Minnesota Government Data Practices Act	Yes
Minnesota Statute §13.601. subd. 3(b)	Email Address
Acknowledgement	Yes

**Full Name:** Edwin Hodder  
**Last Name:** Hodder  
**First Name:** Edwin  
**Company:** Finance

**Home Address:** [REDACTED]  
 Roseville, MN 55113

**Home:** [REDACTED]

**E-mail:** [REDACTED]  
**E-mail Display As:** FI Hodder [REDACTED]  
**E-mail2 Display As:** Edwin Hodder  
**E-mail3 Display As:** Edwin Hodder

First Name	Edwin
Last Name	Hodder, Jr.
Address 1	[REDACTED]
Address 2	<i>Field not completed.</i>
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
How many years have you been a Roseville resident?	14
Commissions	Finance
Commission preference	Finance
Commission preference	<i>Field not completed.</i>
This application is for	Reappointment

If this is a student application please list grade in school

*Field not completed.*

Note

*There is no character limit for the fields below.*

Why do you want to serve on this Commission?

I would like to continue to serve on the Finance Commission because I believe that sound short and long-term financial policies are important components to maintaining a vibrant and sustainable community. I would also like to see the use of spatial data visualization tools to aid in public transparency and public understanding of financial policies and reporting.

What is your view of the role of this Commission?

I view the role of the Finance Commission to serve as an advisory body for the Roseville City Council. It should provide recommendations to the City Council on the short and long-term financial matters for the City of Roseville including but not limited to budgets, local tax rates, reserve funds and capital replacement policies. I also believe that budget and financial reporting should be clearly communicated to non-technical audiences.

Civic and Volunteer Activities

Civic and Volunteer Activities (Past and Present): -Roseville Area Schools Facilities Planning Committee Member, 2016 to present. -Legislative Action Committee (LAC), Roseville School District 623, Co-Chair, 2012 to 2013 Committee Member 2007 to 2013. -Roseville Area Schools Levy Referendum Committee, Co-Chair 2013. -Institute of Financial Economics, Minnesota Chapter – National Association of Business Economics (NABE) President, 2007 to present; Treasurer, 2005 to 2007; Board Member, 2004 to present. -Policy Analysis Planning Committee, Committee Member and Former Chair, 2002 to 2012. -West Bank Development Corporation Community Service Award, 2001. -West Bank Community Development Corporation, Board of Directors, 1999 to 2001. -Minnesota Sustainable Communities Network, Member, 1999 to 2001. - Neighborhood Revitalization Program, Seven Corners Subcommittee Member, 1998 to 2001. -Seven Corners Housing Cooperative, Board of Directors, 1997 to 2001; Vice President, 1998 to 1999; Treasurer, 1997 to 1998. -Economic Development Association of Minnesota, Member, 1995 to present.

Work Experience

Summary: Senior economic analyst and policy planning

professional with extensive background in policy analysis, economics, business finance, economic development, energy and environmental policy, budget and tax policy and statistical methods. Sixteen years of public sector experience managing state-wide corporate accountability program that is recognized as a national leader in budget transparency and accountability. Strong interpersonal and leadership skills and known for promoting innovative solutions to complex public policy and legal issues. Department of Employment and Economic Development (DEED), St. Paul, Minnesota 9/2000 - Present Senior Economic Analyst/Principal Planner -Manage and lead statewide corporate accountability program for business and financial assistance including Job Opportunity Building Zones provided by state, regional and local government agencies. - Responsibilities include serving as state expert on the topic and coordinating business subsidy planning assistance to government agencies and leading project team in meeting reporting requirements. -Clientele include Legislators, commissions, and public policy organizations that have economic development responsibilities; DEED management and staff; and the media and general public. -Other duties include preparing legislative reports, and writing and delivering legislative testimony, and oral presentations. Products are concise, accurate, timely and effectively communicated to a non-technical audience. -Develop and maintain online reporting system used by government agencies and ensure that project team and partners meet all reporting deadlines as per business subsidy law and DEED policies. Reporting system is recognized as a national leader in budget transparency and accountability. -Conduct research, program and survey design, planning and evaluation, and quantitative and qualitative data collection and analysis. -Other duties include strategic planning, grant reviews, RFP selection processes and to provide assistance with business proposals and DEED uniform accountability measures project. Hodder Associates Inc., Minneapolis, Minnesota 6/98 – 8/2000 President/Consultant - Provided consulting services in economic and community development including strategic and business planning, housing preservation, and energy and environmental initiatives. -Marketing and promotion activities. -Other activities included tax accounting and administrative tasks. -Developed and maintained professional relationships with key business, community and political leaders. Center Point Energy, Minneapolis, Minnesota 2/96 – 6/98 Program

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Manager/Administrator Energy Programs -Managed residential energy programs for the Conservation Improvement Program (CIP), a multi-million dollar demand-side management program serving approximately 600,000 customers. -Researched, performed statistical analysis, conducted program evaluations and developed CIP filings for regulatory approval. -Led RFP selection processes, contract negotiations and hiring consultants. -Responsible for monthly department budget reports for annual expenditures of more than \$10 million and provided regular updates to Senior Leadership Team. - Developed and coordinated emergency relief programs for customers affected by tornadoes and flooding.

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**Education**

Education: Hubert H. Humphrey School of Public Affairs  
University of Minnesota, Minneapolis, Minnesota Master of Public Affairs, June 1995 Concentrations: Technology, Energy, and Environmental Policy; and Economic and Community Development Syracuse University, Syracuse, New York  
Bachelor of Arts, May 1985 Dual Major: International Relations/Political Science

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Is there additional information you would like the City Council to consider regarding your application?

*Field not completed.*

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Additional Information if you become Board or Commission Member  
*Additional information may be emailed to [info@cityofroseville.com](mailto:info@cityofroseville.com) or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.*

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Minnesota Government Data Practices Act

Yes

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Minnesota Statute §13.601. subd. 3(b)

Email Address

---

Acknowledgement

Yes

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**Full Name:** John Murray  
**Last Name:** Murray  
**First Name:** John  
**Company:** Finance

**Home Address:**  
 Roseville, MN 55113

**Home:**

**E-mail:**  
**E-mail Display As:** John Murray  
**E-mail2 Display As:** John Murray  
**E-mail3 Display As:** John Murray

First Name	John
Last Name	Murray
Address 1	
Address 2	<i>Field not completed.</i>
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	
Email Address	
How many years have you been a Roseville resident?	26
Commissions	Finance
Commission preference	Finance
Commission preference	<i>Field not completed.</i>
This application is for	Reappointment

If this is a student application please list grade in school *Field not completed.*

Note  
*There is no character limit for the fields below.*

Why do you want to serve on this Commission? I am interested in my community and making it work as well as possible. I recognized when I joined the commission initially it would take some time to gain a comprehensive understanding of Roseville finances. I feel I have made progress but it will take more time for me to be truly effective on the finance commission.

What is your view of the role of this Commission? To assist the City Council and the finance director with the finances of the city. Long term planning, budgeting, future needs of plant and equipment, debt levels, financial reserve levels, maintain bond rating, and help communicate with the public the financial position of the city. Also to look at financial issues in depth that the city council may not have time to investigate.

Civic and Volunteer Activities MN CPA Society - various committees, MN Accounting Aid Society, 14 years Ramsey County Draft Board, volunteer IRS tax preparer. Various church boards including treasurer & President of the congregation, several positions on political committees (not recently).

Work Experience 42 years public accounting

Education U of Mn BS Educ, Uof M BS Accounting, CPA MN Lisc 04438

Is there additional information you would like the City Council to consider regarding your application? *Field not completed.*

Additional Information if you become Board or Commission Member  
*Additional information may be emailed to [info@cityofroseville.com](mailto:info@cityofroseville.com) or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.*

Minnesota Government Data Practices Act Yes

Minnesota Statute  
§13.601. subd. 3(b)

Home/Cell Phone, Email Address

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Acknowledgement

Yes

---

**Full Name:** Edward Johnson  
**Last Name:** Johnson  
**First Name:** Edward  
**Company:** Human Rights

**Home Address:** [REDACTED]  
 Roseville, MN 55113

**Mobile:** [REDACTED]

**E-mail:** [REDACTED]  
**E-mail Display As:** Edward Johnson [REDACTED]  
**E-mail2 Display As:** Edward Johnson  
**E-mail3 Display As:** Edward Johnson

*This application is for Roseville residents interested in volunteering with a City of Roseville Advisory Commission.*

*In order to complete this application, you will need a valid email address. All items marked with a star (\*) are required fields.*

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#### Contact Information

*Under state statute, Commissioner's names, addresses and either a phone number or an electronic address where you can be reached are public information. All other personal information is private data and cannot be released to the public unless the Commissioner gives permission for the City to release it. Information relating to a student representative is private data and will not be released.*

---

First Name Edward

---

Last Name Johnson

---

Address 1 [REDACTED]

---

Address 2 *Field not completed.*

---

City Roseville

---

State MN

---

Zip Code 55113

---

Home or Cell Phone Number [REDACTED]

---

Email Address [REDACTED]

---

How many years have you been a Roseville resident?	4
Commissions	Human Rights
Commission preference	Human Rights
Commission preference	Police Civil Service
This application is for	Reappointment
If this is a student application please list grade in school	<i>Field not completed.</i>
Note	<i>There is no character limit for the fields below.</i>
Why do you want to serve on this Commission?	I have enjoyed being a member of this Commission and feel the value it has provides the Council with answers to issues of Human Rights.
What is your view of the role of this Commission?	Advisory to the City Council on matters concerning human right.
Civic and Volunteer Activities	Provide residents of my senior apartment complex with transportation to medical appointments, grocery stores and other areas they need to get to.
Work Experience	Worked as a Personnel Director and my last 17 years at the Union Gospel Mission in the Christ Recovery Center as the Assistant Director in charge of Transitional Housing.
Education	BS Degree in Education from Winona State College.
Is there additional information you would like the City Council to consider regarding your application?	<i>Field not completed.</i>
<p>Additional Information if you become Board or Commission Member  <i>Additional information may be emailed to <a href="mailto:info@cityofroseville.com">info@cityofroseville.com</a> or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.</i></p>	

Minnesota Government Data Practices Act      Yes

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Minnesota Statute §13.601. subd. 3(b)      Home/Cell Phone, Email Address

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Acknowledgement      Yes

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**Full Name:** Terrance Newby  
**Last Name:** Newby  
**First Name:** Terrance  
**Company:** Parks and Rec

**Home Address:**  
 Roseville, MN 55113

**Home:**

**E-mail:**  
**E-mail Display As:** Terrance Newby  
**E-mail2 Display As:** Terrance Newby  
**E-mail3 Display As:** Terrance Newby

First Name	Terrance
Last Name	Newby
Address 1	
Address 2	<i>Field not completed.</i>
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	
Email Address	
How many years have you been a Roseville resident?	16
Commissions	Parks & Recreation
Commission preference	Parks & Recreation
Commission preference	<i>Field not completed.</i>
This application is for	Reappointment

If this is a student application please list grade in school *Field not completed.*

Note  
*There is no character limit for the fields below.*

Why do you want to serve on this Commission? I am the current chair of the Parks and Recreation Commission, and I am looking forward to continuing my work in that role.

What is your view of the role of this Commission? To advocate for adequate funding for Roseville's parks; to make certain citizens are informed about park activities and events; and to make certain that Roseville's parks continue to be a reason why citizens move to Roseville.

Civic and Volunteer Activities Chair of Parks and Recreation Commission since 2015. Active member of Roseville's Racial Equity Task Force.

Work Experience Attorney since 1995.

Education BA, University of Wisconsin, Madison, 1989 JD, William Mitchell College of Law, 1995

Is there additional information you would like the City Council to consider regarding your application? *Field not completed.*

Additional Information if you become Board or Commission Member  
*Additional information may be emailed to [info@cityofroseville.com](mailto:info@cityofroseville.com) or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.*

Minnesota Government Data Practices Act Yes

Minnesota Statute §13.601. subd. 3(b) Email Address

Acknowledgement Yes



**Full Name:** James Daire  
**Last Name:** Daire  
**First Name:** James  
**Company:** Planning

**Home Address:**  
 Roseville, MN 55113

**Home:**

**E-mail:**  
**E-mail Display As:** PL Daire  
**E-mail2 Display As:** James Daire  
**E-mail3 Display As:** James Daire

---

First Name James

---

Last Name Daire

---

Address 1

---

Address 2 *Field not completed.*

---

City Roseville

---

State MN

---

Zip Code 55113

---

Home or Cell Phone  
Number

---

Email Address

---

How many years have  
you been a Roseville  
resident? 48 1/2 years

---

Commissions Planning

---

Commission preference Planning

---

Commission preference Community Engagement

---

This application is for	Reappointment
If this is a student application please list grade in school	N.A.
<p>Note  <i>There is no character limit for the fields below.</i></p>	
Why do you want to serve on this Commission?	<p>I have extensive urban and transportation planning experience. I am a trained city and regional planner (BA University of Minnesota, 1963; MRP University of North Carolina, Chapel Hill, 1970); I was employed by the City of Minneapolis Planning Department as Senior Planner 1968-1997; I was employed by the Minneapolis Public Works Department, Traffic Engineering Division as Transportation Systems Planner 1997-2001. While working for the City of Minneapolis in both the Planning Department and Public Works Department, I was assigned to interface between City staff/departments, City Council Members and neighborhood individuals/groups on matters of mutual concern in the arenas of development planning, zoning and transportation. I feel I have a great deal to contribute to the City of Roseville, my place of residence since April of 1968: 48+ years. I am in a unique position to offer sound advice to the City Council regarding development in an almost fully-developed municipality.</p>
What is your view of the role of this Commission?	<p>This Commission acts as an advisory panel to the City Council and a citizen-staff interface in at least the following ways: a) via its public hearing role, reduces the public hearing workload on the City Council; b) via its citizen-volunteer expert panel role, provides valuable insights to the City Council on development-redevelopment-comprehensive plan-zoning and development-related proposed City code changes; c) via its recommendatory role, serves to provide a citizen perspective to balance/reinforce staff recommendations -- all within the prescribed limits imposed by State Statute, City ordinances and previous City actions, exemplified by the City Council-adopted comprehensive plan, zoning code and other relevant city ordinances; and d) perhaps most importantly, the Planning Commission serves to weigh individual proposals against what is in the best interests of Roseville as a whole.</p>
Civic and Volunteer Activities	<p>Volunteer caretaker - with my wife, Janice - of Willow Pond Park, Roseville Park System, since 2005. Member of Roseville</p>

	Planning Commission since 2012.
Work Experience	See "Why do you want to serve..." above.
Education	See "Why do you want to serve..." above.
Is there additional information you would like the City Council to consider regarding your application?	I desire to serve Roseville in whatever way I can. I feel best qualified in the areas of planning and community/citizen participation. I feel such participation is my way of "giving back" to the community.
<p>Additional Information if you become Board or Commission Member  <i>Additional information may be emailed to <a href="mailto:info@cityofroseville.com">info@cityofroseville.com</a> or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.</i></p>	
Minnesota Government Data Practices Act	Yes
Minnesota Statute §13.601. subd. 3(b)	Email Address
Acknowledgement	Yes

**Full Name:** Brian Cihacek  
**Last Name:** Cihacek  
**First Name:** Brian  
**Company:** PWET

**Home Address:** [REDACTED]  
 Roseville, Mn 55113

**Mobile:** [REDACTED]

**E-mail:** [REDACTED]  
**E-mail Display As:** Brian Cihacek [REDACTED]  
**E-mail2 Display As:** Brian Cihacek  
**E-mail3 Display As:** Brian Cihacek

First Name	Brian
Last Name	Cihacek
Address 1	[REDACTED]
Address 2	<i>Field not completed.</i>
City	Roseville
State	MN
Zip Code	55113
Home or Cell Phone Number	[REDACTED]
Email Address	[REDACTED]
How many years have you been a Roseville resident?	3
Commissions	Public Works, Environment & Transportation
Commission preference	Public Works, Environment & Transportation
Commission preference	<i>Field not completed.</i>
This application is for	Reappointment

If this is a student application please list grade in school

*Field not completed.*

---

Note

*There is no character limit for the fields below.*

Why do you want to serve on this Commission?

I believe that communities improve by community members making investments back into them. I would like to continue the work I have done in the previous three years with the PWETC commission.

What is your view of the role of this Commission?

Advise on public works, transportation and environment projects and processes to produce the best results on behalf of the City of Roseville.

Civic and Volunteer Activities

Riverton Community Housing Director/Chair of Board Development Committee April 2014- Present Position Summary: Hold fiduciary responsibility for the nonprofit corporation and provide governance. Manage board development to include the new board member training and periodic, topical training to meet board needs. Cycles for Change Director March 2011-January 2013 Position summary: Provide strategic governance and management to sustain growth and outcomes of Cycles for Change

Work Experience

Principal Contract Administrator July 2014-Present I manage the contracting process for goods, services and construction procurements on behalf of agency end users. Duties include: work with ender users to understand project needs, provide information on procurement procedures, coordinate review of contracts and proposed changes with the internal offices i.e. general consul, create and document evaluation criteria, facilitate award process. Achievements - Total value of contract portfolio in 2015 exceeded \$50 million - Achieved Peer Award for outstanding service in 2016. Buyer September 2013-July 2014 Develop specifications, develop solicitations, evaluate vendor responses, and award contracts with the State ERP environment for assigned commodities. Responsible for administration of contracts to include authorizing price changes and substitutions and handling issues between vendors and agencies. My contract portfolio has a value of over \$6 million annual value. Achievements: - Awarded \$10,000 ALP status - Delegated \$500,000 purchasing authority - Union Steward and represented MMD in Meet and Confer with Commissioner of

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Administration Operations Associate February 2012-September 2013 Position Summary: Manage and conduct quality improve of business operations systems for a state wide association using project management methods to include CRM information, website management, event management, legislative advocacy administration and committee administration. Achievements: - Reduced cost in postal and e-newsletter budget lines in under 4 months - Served on grant review panels with the Minnesota Department of Education - Oversaw the re-licensure process for over 200 teachers in 2012-2013

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Education	Saint John's University Collegeville, MN 5/2008 Bachelor of Arts with a major in Psychology and a minor in Philosophy . Concordia University-Saint Paul Saint Paul, MN 12/13 Master of Arts in Strategic Communication Management
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Is there additional information you would like the City Council to consider regarding your application?	Current Chair of this Commission. Served as Vice Chair of the Commission from 2015-2016. Current Chair of Ethics Commission.
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Additional Information if you become Board or Commission Member  
*Additional information may be emailed to [info@cityofroseville.com](mailto:info@cityofroseville.com) or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.*

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Minnesota Government Data Practices Act	Yes
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Minnesota Statute §13.601. subd. 3(b)	Email Address
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Acknowledgement	Yes
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**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 9,  
2017 Item No.: 14.c

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Department Approval

City Manager Approval



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Item Description: Discussion of Council Liaisons

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1 **BACKGROUND**

2 Each year the Council reviews, discusses and appoints Councilmembers to various commissions,  
3 community groups, task forces and other groups. The attached list includes 2016 appointments.

4 **REQUESTED COUNCIL ACTION**

5  
6 Discussion of Council Liaisons could include:

- 7
- 8 • Changes to memberships
  - 9 • Additional groups appropriate to have a Council or staff liaison
  - 10 • Policy for selection and rotation of councilmembers to these groups
  - 11 • Expectations (frequency, type of information) for reporting to the Council
  - 12 • Level of activity that liaisons play
- 13

**Prepared by:** Patrick Trudgeon, City Manager  
**Attachments:** A: 2016 Council Memberships/Liaisons

## 2016 Council Liaisons

Attachment A

<b>Group/Organization/Activity</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Northeast Youth & Family Services Board, Roseville Board Member	Roe	Roe	
North Suburban Communications Commission/North Suburban Access Corporation Board, Roseville Board Member	Roe, Alt - McGehee	Roe, Alt - McGehee	
Ramsey County League of Local Governments, Roseville Representative	Laliberte, Alt - McGehee	Laliberte, Alt - McGehee	
Roseville Fire Relief Association, Board of Trustees, Ex-officio members	City Manager Roe, Fire Chief	City Manager, Roe, Fire Chief	

<b>Council Standing Subcommittees</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
City Manager Performance Review	Etten, Willmus	Laliberte, Willmus	

<b>Other Activities (Information only; not council-designated)</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
League of Minnesota Cities Policy Committees	City Manager	City Manager	
Metro Cities Policy Committees	City Manager	City Manager	
Regional Council of Mayors	Roe	Roe	
Minnesota Mayors Association, Member	Roe	Roe	
Minnesota Benefit Association, Board Member	Roe	Roe	



**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 1/4/2017  
Item No.: 15.a

Department Approval

City Manager Approval



Item Description: City Council Meeting Efficiency Discussion

**BACKGROUND**

On November 28, 2016 City Council member Willmus asked for a City Council discussion on making meetings more efficient. For reference, in 2016 there were a total of 32 City Council meetings. 40% of those meetings were four hours or more and 78% of the meetings were three hours or more. The average meeting length in 2016 was 3 hours 36 minutes.

While there is not one thing that is leading to longer meetings and each meeting may have its own unique reason for its length, there are some strategies and best practices the City Council may want to consider to make meetings more efficient. Some relate directly to how the agenda is organized and utilized while others deal with managing the meeting. In no particular order, below is a listing of best practices and strategies for the City Council to discuss.

**Minutes.** At each meeting, there typically are additional changes made to the meeting minutes from what is included in the City Council packet. With the minutes so detailed, it takes time for the recording secretary to complete the draft minutes. As the next City Council meeting packet is usually printed a few days after the preceding meeting, it is difficult for the meeting minutes to be completed in a timely manner for City Council members to thoroughly review the minutes, which then lead to minute changes from the dais at the City Council meeting. Besides the City Council being more diligent in providing changes to the minutes prior to the packet going out, there are a couple of approaches that can be considered. One suggestion would be to delay approval of the minutes to the second meeting after the original meeting to allow for ample time for review of the minutes. If there is a desire to approve minutes in a more timely manner, an alternative is to not allow for changes to the minutes to be made from the dais at the City Council meeting and instead table consideration of the minutes to the next meeting to allow for the potential changes to be made and included in the next meeting packet so everyone can see the proposed changes prior to the meeting.

**Consent Agenda.** The consent agenda has been used to place routine and previously discussed items for City Council consideration. Current practice has the City Manager giving a brief overview of each item. City Council members and the public are given the opportunity to remove consent agenda items for questions and discussion or for separate consideration. The proposed consent agenda rarely stays intact. In 2016, there were only seven meetings (out of 32) when a City Council member did not remove a consent agenda item for separate consideration. Some suggestions in making the consent agenda operate more efficiently include not having the City Manager give a description of each consent agenda item, encourage City Council members to ask questions prior to

33 the meeting regarding consent agenda items, and to limit the removal of the consent agenda for only  
34 when a separate vote from the rest of the consent agenda is desired.

35 **Work Sessions.** For the past few years, the City has reserved one meeting a month (typically the  
36 second meeting) as a work session where items were brought forward for presentations and  
37 discussion. In 2016, the City Council had 5 work sessions averaging 3 hours and 24 minutes. The  
38 City Council should talk about the effectiveness of work sessions and if their use should be altered in  
39 any way. Some considerations could be to only have to presentations and City Council initiated  
40 discussion topics be on the agenda for work sessions. The presentations would include staff  
41 presentations as well as presentations from consultants and other external partners. City Council  
42 member initiated topics should also initially be placed on the next Work Session. Also, the City  
43 Council may want to consider having more frequent work sessions such as before every City  
44 Council meeting or the first Monday of the month.

45 **Items on the Agenda** Given the amount of items on a typical agenda, the City Council may want to  
46 consider whether they need to approve all of the items that are currently considered. Some items to  
47 consider are certain business licenses, purchases that are budgeted, approval of going out for Request  
48 for Proposals (RFPs), and other transactional items.

49 **Agenda Order** Currently there is a prescribed order of when agenda items are taken up. Often times,  
50 some less urgent and/or less important items are considered earlier in the meeting while more urgent  
51 and/or more important items are considered much later in the meeting. Due to this, sometimes highly  
52 time sensitive or critical issues don't get considered until much later in the meeting. In addition,  
53 there often are citizens waiting for several hours before they can speak on an item of interest. Having  
54 a more flexible schedule for the agenda would allow for staff and the Council to adjust the agenda  
55 accordingly based on the items being considered at the meeting. Staff suggests grouping all actions  
56 together in one category that will allow for proper prioritization based on the agenda for that  
57 particular meeting. In addition, if the bulk of the presentations are moved to work sessions, the more  
58 important and urgent could be taken up earlier in the meeting. A sample order of business for the  
59 Council meeting is attached.

60 **Pre-Packet** The City Council pre-packet was originally instituted to give members earlier  
61 information about upcoming agenda items. The intent was for the City Council members to review  
62 the pre-packet and contact staff with any questions or concerns. It was hoped that the pre-packet  
63 would put the City Council in better position to make a decision at the meeting. Since its inception,  
64 staff has not received much input from City Council members regarding pre-packet items. The City  
65 Council should discuss whether the pre-packet is still valuable or if it should continue. It does take  
66 staff time to prepare the pre-packet, so if it is not helpful or not being used, it should be  
67 discontinued.

68 **City Council Member Responsibilities.** As a reminder, it is important for City Council members to  
69 be aware of the their responsibilities in making sure meetings are efficient. These responsibilities  
70 include contacting staff prior to the meeting with questions to be better prepared to make a decision  
71 at the meeting and staying on topic with the agenda item at hand. Follow-up questions can also  
72 occur after the meeting. Ultimately, it is responsibility of each City Council member and the body as  
73 whole to ensure decisions are made in a timely manner and that the discussion does not get off-topic.  
74 Adhering to these strategies will provide for the most impact in lessening City Council meeting  
75 length.

76 **Stricter adherence to times listed on the agenda.** Currently, approximate times are listed on the  
77 agenda to serve as a guide for the length of the conversation and what time other items will be taken  
78 up. However, these times are not enforced and the City Council is often behind schedule (at least

79 according to the agenda). Staff suggests that more attention be paid to the time during the discussion  
80 and at the end of the prescribed time the City Council should either make a decision or table the item  
81 to the next meeting in deference to the other pending agenda items. Certainly some things will take  
82 longer than the time that is allocated, but having an awareness of the time frames will hopefully keep  
83 the meeting moving forward.

84 ***Flexible Public Comment Time.*** The City of Roseville has long held an open tradition in allowing  
85 for the public to make comments on any and all items on the City Council agenda. For the most  
86 part, this works well. However, there are some times when there is extensive public comment on an  
87 item that has previously received a lot of comment (e.g. land use cases that had a public hearing at  
88 the Planning Commission or an issue that has been thoroughly discussed at past City Council  
89 meetings). The City Council should consider limiting public comments on the examples listed. This  
90 can be done by shortening the time allowed for each public comment or stressing that only new and  
91 non-repetitive comments will be taken.

92 ***Rosenberg’s Rules of Order.*** Under Rosenberg’s rule, a motion (and second) should be made  
93 regarding taking an action after a staff presentation, questions by the City Council, and public input.  
94 Making the motion immediately after public comment will allow the City Council get directly into  
95 the decision-making mode and allow for discussion on the merits of the motion and will ultimately  
96 lead to a decision to be made.

97 ***Staff Presentations.*** Staff typically prepares a presentation for the City Council as part of any  
98 consideration. More times than not, the presentation simply restates what is contained in the  
99 Request for Council Action (RCA). A better approach would be for staff to briefly describe the  
100 matter to be considered, present any new information that was not contained in the RCA, and  
101 provide information about the financial impact of the decision. At the end of that brief presentation,  
102 staff will stand for questions. This will allow for the City Council get to the consideration of the  
103 matter more quickly.

104 **POLICY OBJECTIVE**

105 To ensure that City Council meetings make effective use of all participants time while at the same  
106 time ensuring the City Council decisions are accessible and transparent.

107 **BUDGET IMPLICATIONS**

108 NA

109 **STAFF RECOMMENDATION**

110 The City Council should discuss the information contained in the RCA and provide direction to staff.

111 **REQUESTED COUNCIL ACTION**

112 Will be based on discussion.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachments: A: Revised City Council Order of Business

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) Approve Agenda
- 4) Public Comment
- 5) Council and City Manager Communications, Reports and Announcements
- 6) Recognitions, Donations and Communications
- 7) Business Items\*
  - a. Items Removed from Consent
  - b. Public Hearing & Action Consideration
  - c. Budget Items
  - d. Other Business Action Items
  - e. General Ordinances
  - f. Work Session
- 8) Approval of Minutes
- 9) Consent Agenda
- 10) City Manager Future Agenda Review
- 11) Councilmember Initiated Future Agenda Items
- 12) Adjourn

\*The exact order of these items will be determined by staff given the importance, urgency, and public interest in the item.

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: January 9, 2017  
Item No.: 15.b

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Department Approval

City Manager Approval



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Item Description: Discussion of City Council Rules of Procedures

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1 **BACKGROUND**

2

3 Each year, the Council reviews and adopts Council Rules of Procedures for ways to best  
4 conduct City business.

5

6 **REQUESTED COUNCIL ACTION**

7

8 Discussion and adoption of Council rules of procedures.

9

**Prepared by: Patrick Trudgeon, City Manager**

Attachments: A: 2016 Rules  
B: Rosenberg's Rules of Order  
C: January 4, 2016 Meeting Minutes

## **Roseville City Council Rules of Procedure**

### **Rule 1 Rosenberg's Rules of Order**

The Council adopts Rosenberg's Rules of Order for all Council meetings.

### **Rule 2 Timing of Council Packet Formation and Delivery**

Every effort will be made to send draft agendas and supporting documents to Councilmembers ten days in advance of an item appearing on a Council agenda. This additional time will give Councilmembers adequate time to study an issue and seek answers to questions.

### **Rule 3 Agenda**

The following shall be the order of business of the City Council:

- 1) Roll Call
- 2) Pledge of Allegiance
- 3) Approve Agenda
- 4) Public Comment
- 5) Council and City Manager Communications, Reports and Announcements
- 6) Recognitions, Donations and Communications
- 7) Approval of Minutes
- 8) Consent Agenda
- 9) Items Removed from Consent
- 10) General Ordinances
- 11) Presentations
- 12) Public Hearing & Action Consideration
- 13) Budget Items
- 14) Business Items – Action
- 15) Business Items – Presentation/Discussion
- 16) City Manager Future Agenda Review
- 17) Councilmember Initiated Future Agenda Items
- 18) Adjourn

The Council will schedule a 10 minute break after approximately two hours of meeting. Councilmembers are encouraged to introduce new items including background information and supporting materials for discussion and possible action. Councilmembers have the right to place items on the agenda as follows:

A Councilmember may, at a council meeting, request that an action item be placed on a future council agenda, or;

A Councilmember may make a request for an agenda item outside of a council meeting by submitting an email request to the city manager, with a copy of the email to the other Councilmembers, no later than noon of the Wednesday preceding the council meeting. That agenda item will be included on the agenda for the next council meeting under the heading "Councilmember Initiated Future Agenda Items" for notice purposes only, not for action or removal from future agendas, but will not be an action item. The item will become a regular council agenda item (i.e., for discussion and action) at the subsequent council meeting, or;

A Councilmember may request the addition of an agenda item at the same meeting at which the item is to be addressed. However, the addition of an agenda item shall require the approval of a majority of the Councilmembers present.

#### **Rule 4 Electronic and/or Paper Agenda Packets**

In an effort to reduce the amount of paper generated, documents will be made available electronically, when feasible.

#### **Rule 5 Public Comment**

The City Council will receive public comment at Council meetings in accordance with the following guidelines:

- a. Public Comment at the beginning of a Council meeting and not pertaining to an agenda item is for the purpose of allowing the public the opportunity to express their viewpoints about policy issues facing their City government. Presentations will be limited to 5 minutes per speaker.
- b. Public Comment pertaining to agenda items is for the purpose of allowing any member of the public an opportunity to provide input on that item. These public comments will generally be received after the staff presentation on that agenda item and before Council discussion and deliberation. These public comments are also limited to 5 minutes per speaker.
- c. Members of the public are always free, and encouraged, to reduce to writing their comments about city business and to submit written comments to the Council or staff before, during, or after a Council meeting.
- d. Signs may be held and displayed during Council Meetings but only at the back of the Council Chambers so that the view of the seated audience is not obstructed.
- e. Public comment, like staff and Councilmember comments, will pertain to the merits of an issue; personal attacks will be ruled out of order.

- f. The Mayor or presiding officer may make special time-length arrangements for speakers representing a group.



**Rule 6 Issue and Meeting Curfew**

The Council recognizes that meetings are for the benefit of the citizens of Roseville so Council meetings will end by 10:00 p.m. Council meetings may be extended upon the vote of the City Council, but at no time will a meeting run past 11:00 p.m. If Council business remains on the agenda, the Council may continue the meeting to a future date or table such items until the next meeting, if needed.

**Rule 7 City Council Task Force or Subcommittee Formation**

The Council shall, as issues arise, establish a two-member task force to study the issue. The membership will be agreed upon by the full Council. The task force will have a specific topic or issue to address and the task force will report its findings or recommendations by a specific deadline established by the Council.

**Rule 8 Recording of Meetings**

Except for closed executive sessions authorized under state law, all meetings of the City Council shall be shown live when technically possible and recorded in their entirety for replaying on the municipal cable channel and for web streaming except when the City Council directs by motion otherwise.

**Rule 9 Suspension of Rules**

Pursuant to Rosenberg's Rules of Order, these Rules may be suspended in specific situations upon a 2/3s vote of the City Council.

**Rule 10 Effective Date**

These Rules shall become effective upon adoption by a majority of the City Council and shall remain in effect until amended or repealed by subsequent vote of the Council.

# *Rosenberg's Rules of Order:* Simple Parliamentary Procedures for the 21st Century



## MISSION:

*To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.*

## VISION:

*To be recognized and respected as the leading advocate for the common interests of California cities.*



### About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

### About *Western City* Magazine

*Western City* is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit [www.westerncity.com](http://www.westerncity.com).

"Rosenberg's Rules of Order" first appeared in *Western City* magazine in August and September 2003.

### About the Author

Dave Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

# Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

- 1. Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

- 2. Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.

- 3. Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.

- 4. Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

## The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct.

The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

## The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

**First**, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

**Second**, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

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There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

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a staff person, or a committee chair charged with providing information about the agenda item.

**Third**, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

**Fourth**, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

**Fifth**, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

**Sixth**, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

**Seventh**, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

**Eighth**, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

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## Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

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**Ninth**, the chair takes a vote. Simply asking for the “ayes” and then the “nays” is normally sufficient. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

**Tenth**, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days’ notice for all future meetings of this governing body.”

### Motions in General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member’s desired approach with the words: “I move ...” A typical motion might be: “I move that we give 10 days’ notice in the future for all our meetings.”

The chair usually initiates the motion by:

1. Inviting the members to make a motion: “A motion at this time would be in order.”
2. Suggesting a motion to the members: “A motion would be in order that we give 10-days’ notice in the future for all our meetings.”
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

### The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

**3. The substitute motion.** If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would “move a substitute motion.” A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

### When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

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## The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

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Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

### To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

**A motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

**A motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

### A motion to fix the time to adjourn.

This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

**A motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

**A motion to limit debate.** The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

**Motion to limit debate.** Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

**Motion to close nominations.** When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

### The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

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## If you are running the British Parliament, Robert's Rules of Order is a dandy and quite useful handbook.

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motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

### Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

**Motion to object to the consideration of a question.** Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

**Motion to suspend the rules.** This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

### Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

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It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

---

lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

**Order.** The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

**Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

### Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

**Rule One:** Tell the public what the body will be doing.

**Rule Two:** Keep the public informed while the body is doing it.

**Rule Three:** When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. ■

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Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

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speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

**Privilege.** The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

lege relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

**Appeal.** If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

**Call for orders of the day.** This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.



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**Regular City Council Meeting****Monday, January 4, 2016****Page 8**

Public Works, Environment and Transportation Commission: Joseph Wozniak

**Roll Call**

**Ayes:** Willmus, Etten, McGehee, Laliberte and Roe.

**Nays:** None.

McGehee moved, Willmus seconded, declaring vacancies and setting the appointment calendar as presented and as detailed in the RCA and related attachments dated January 4, 2016.

Discussion included clarifying that the motion included not taking any action at this time on the Ethics Commission; and advertising for three Human Rights Commission vacancies and two vacancies on the Community Engagement Commission.

**Roll Call**

**Ayes:** Willmus, Etten, McGehee, Laliberte and Roe.

**Nays:** None.

Councilmember McGehee thanked those commissioners willing to be reappointed.

**d. Discuss City Council Rules of Procedure**

In referencing the RCA and current City Council Rules and Procedures (Attachment A), Mayor Roe noted one clarification proposed for memorializing action immediately following applicable public hearings (Rule 3, Order of Business #12) versus the current separate action item, but typically receiving action by the City Council upon completion of most public hearings.

Mayor Roe also noted one additional suggestion he was making to add the City Manager under Rule 3, Order of Business #5) to allow an opportunity for the City Manager to report back on items brought forward during previous public comment and needing follow-up, or to report on the Policy Priority Planning items as per recent discussions.

Rather than having an Order of Business for the Pledge of Allegiance, Councilmember McGehee suggested memorializing and affirming that the City Council would perform their duties to the best of their ability.

Mayor Roe noted that change could be taken under consideration at the discretion of the council if such a motion is made.

Specific to the suggestion to have action immediately after a public hearing, Councilmember Laliberte expressed concern with some situations allowing for the public hearing at one meeting and then action delayed to a future meeting.

**Regular City Council Meeting**

**Monday, January 4, 2016**

**Page 9**

Councilmember Laliberte noted her preference in allowing that gap for those non-day-to-day issues, for residents to provide their feedback.

Mayor Roe assured Councilmembers that the City Council retained the opportunity to take action at that meeting or table the item accordingly; but noted the current interpretation of not being able to take action under the public hearing section of the agenda, even though the action was often taken immediately following the hearing. Mayor Roe recognized the agreement of individual Councilmembers that they would continue to reserve the right to table action if not required at that time.

Laliberte moved, Willmus seconded, revising the Roseville City Council Rules of Procedure to add "City Manager" to Rule 3 Agenda Order of Business #5, and to add "& Action Consideration" to Rule 3 Agenda Order of Business #12, as per tonight's discussion.

**Roll Call**

**Ayes:** Willmus, Etten, McGehee, Laliberte and Roe.

**Nays:** None.

**e. Discuss City Council Liaisons**

Mayor Roe initiated discussion on 2016 Council Liaison roles and appointments as detailed in the RCA and related attachments dated January 4, 2016.

Mayor Roe clarified that action on the Roseville Fire Relief Association had already been addressed in action taken earlier tonight.

While the others remained open for discussion, and some City Council subcommittees may no longer be useful, Mayor Roe noted all were open for discussion as applicable; and further noted that individual Councilmembers were encouraged to attend meetings of affiliated groups or organizations for informational purposes.

Councilmember Laliberte expressed appreciation for her role representing Roseville on the Ramsey County League of Local Governments (RCLLG) and her interest in remaining in that role.

Mayor Roe noted his willingness to step down from his role representing Roseville on the Northeast Youth & Family Services Board (NEYS) and/or the North Suburban Communications Commission (NSCC). Mayor Roe recognized ongoing franchise negotiations with the NSCC; and noted the evolution of the NEFS over the years and re-engagement of the Board of Directors and purposeful fundraising beyond that annual contribution of the 15-member cities.

# Breaking Stereotypes of Islam

Presented by



Join us for an educational presentation  
and discussion of Islam

Tuesday, January 10, 2017  
6:30 – 8:30 p.m.

Roseville Library - Community Room  
2180 North Hamline Ave. @ County Rd B

Hosted by



Do Good  
Roseville



For more information, go to [DoGoodRoseville.com](http://DoGoodRoseville.com)

*Bench Handout  
Public Comment  
January 9, 2016*



**NEWS RELEASE**  
January 3, 2017  
FOR IMMEDIATE RELEASE  
Contact: Judy Woodward 651-724-6022

Administrative Offices ♦ 4570 North Victoria Street ♦ Shoreview, Minnesota 55126 ♦ (651) 486-2200 ♦ FAX (651) 486-2220

## Islam and the West

Ahmed Samatar and Nabil Matar

Tuesdays, January 24, 31 and February 7, 14 at 12:30 pm

Roseville Library

2180 Hamline Ave. N.

Join us for a new series on the intersection of Muslim and Western traditions and societies. Co-sponsored by the Osher Lifelong Learning Institute of the University of Minnesota. [OLLI]

### January 24, 31 and February 14: Muslims in the Age of Globalization: The Struggle over the Future

Since the fateful date of September 11, 2001, two questions seem to dominate Western and Islamic societies' respective consciousness. Westerners ask, "Why are they so angry?" Muslims, on the other hand, raise a different question: "What has happened to us?" Professor **Ahmed Samatar** of Macalester College, is uniquely positioned to provide insight into both queries. Join us for an honest, illuminating discussion of the historical roots of the complicated question of Islam and its relations with the West---and especially how it relates to Minnesotans of all backgrounds.

### February 7: Islam, Coffee and Robinson Crusoe.

Professor **Nabil Matar** of the University of MN will discuss the beginnings of Islam as a religion, and he'll talk about some of the political and theological developments that led to the Sunni-Shi'a rift. He will also focus on the civilization of Islam and two influences that left their mark on the West: the introduction of coffee in the middle of the 17th century and the inspiration for the first novel in English, Daniel Defoe's Robinson Crusoe.

This series is funded with money from Minnesota's Arts and Cultural Heritage Fund.

###

Bench Handout  
Agenda Item H.a  
January 9, 2016

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

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of  
2 the City of Roseville, County of Ramsey, Minnesota, was held on the 9<sup>th</sup> day of January  
3 2017, at 6:00 p.m.

4 The following Members were present: \_\_\_\_\_;  
5 and \_\_\_\_ were absent.

6 Council Member \_\_\_\_\_ introduced the following resolution and moved its  
7 adoption:

8 **RESOLUTION NO. \_\_\_\_\_**  
9 **A RESOLUTION APPROVING A MOTOR FREIGHT TERMINAL AS A**  
10 **CONDITIONAL USE AT 2500 COUNTY ROAD C**

11 WHEREAS, the Roseville Planning Commission held the public hearing  
12 regarding the proposed CONDITIONAL USE on December 7, 2016, voting 7-0 to  
13 recommend approval of the use based on public testimony and the comments and  
14 findings of the staff report prepared for said public hearing; and

15 WHEREAS, the property located at 2500 County Road C is legally described as:

16 **PID # 082923220003**  
17 **That part of the Northwest Quarter of the Northwest Quarter of Section 8,**  
18 **Township 29, Range 23, described as follows: Commencing at the**  
19 **Northwest corner of said Section 8, thence East along the North line**  
20 **thereof 629.00 feet, thence Southeasterly deflecting to right 84 degrees 20**  
21 **minutes a distance of 834.41 feet to the Northerly line of the Northern**  
22 **Pacific Railroad; thence Southwesterly along said Northerly right of way**  
23 **line 705.51 feet to the West line of said Section 8, thence North along said**  
24 **West line 910.67 feet to the point of beginning. Ramsey County, Minnesota.**  
25 **Abstract Property**

26  
27 WHEREAS, the Planning Commission has determined that approval of the proposed  
28 CONDITIONAL USE to permit a motor freight terminal at 2500 County Road C pursuant to  
29 §1009.02.C of the City Code will not result in adverse impacts to the surrounding  
30 properties based on the following findings:

- 31 a. *The proposed use is not in conflict with the Comprehensive Plan.* The 2030  
32 Comprehensive Plan advances general/broad land use goals and policies for  
33 which the following are consistent with the proposed CU at 2500 County Road C:
- 34 1. Policy 1.3: Ensure high-quality design, innovation, sustainability, and  
35 aesthetic appeal in private and public development and redevelopment, with  
36 emphasis on efficient site access, appropriately sized parking areas, and  
37 overall beautification through the adoption and utilization of year-round  
38 landscaping and site design standards, guidelines, principles, and other  
39 criteria.

- 40 2. Policy 11.2: Restrict and control open storage uses in commercial and  
41 industrial areas.
- 42 3. Policy 12.1: Direct the location and development of businesses generating  
43 significant large truck traffic to areas with appropriate infrastructure.

- 44 b. *The proposed use is not in conflict with a Regulating Map or other adopted*  
45 *plan.* The proposed addition of this use is not in conflict with the adopted  
46 Regulating Plan because the use does not require any site or building  
47 improvements that this plan governs.
- 48 c. *The proposed use is not in conflict with any City Code requirements.* It is  
49 assumed the proposed motor freight terminal use and site improvements has  
50 received variances from §1006.05.E, Parking Placement, which would eliminate  
51 any conflict with the Zoning Code regarding existing and improved  
52 customer/employee parking and semi-trailer storage on the premises.
- 53 d. *The proposed use will not be injurious to the surrounding neighborhood, will*  
54 *not negatively impact traffic or property values, and will not otherwise harm*  
55 *the public health, safety, and general welfare.* The approval of motor freight  
56 terminal as a CU on the premises is not looked upon as being injurious or  
57 negatively impacting the surrounding neighborhood as this site has always  
58 functioned with/as motor freight terminal and such uses are acceptable within  
59 the Industrial district.

60 AND WHEREAS, the Planning Commission has further determined that approval  
61 of the proposed CONDITIONAL USE to permit a motor freight terminal at 2500 County  
62 Road C pursuant to §1009.02.D.37 of the City Code achieves compliance with the  
63 following criteria:

- 64 a. *All outdoor semi-trailer storage shall occur on paved surfaces consistent with*  
65 *the parking area requirements of Section 1019.11 of this Title, and shall adhere*  
66 *to the parking area setback requirements in the applicable zoning district except*  
67 *that no outdoor semi-trailer storage shall be allowed between a principal*  
68 *building and the primary public street as determined by City staff. Areas of*  
69 *outdoor semi-trailer storage shall not obstruct required drive aisles or parking*  
70 *stalls.* Although there are no sidewalks within the adjacent street right-of-ways,  
71 the Planning Division determines County Road C to be the primary public street.  
72 The proposed storage/parking expansion for the semi-trailers does not conflict  
73 with this requirement.
- 74 b. *All trailers shall be parked/stored a minimum of 10 feet from a side- or rear-*  
75 *yard property line.* The submitted improvement plan and/or striping plan for  
76 semi-trailers will need to adhere to this requirement.
- 77 c. *Semi-trailers stored adjacent to Office/Business Park or Regional Business*  
78 *zoned property shall provide a 10-foot buffer area complete with screen*  
79 *planting and an opaque wall or fence a minimum of 8 feet in height as*  
80 *approved by the Community Development Department.* Planning Division staff  
81 will work with the applicant on final landscaping and/or screening plans, prior to  
82 the submittal of an improvement permit for the site.

- 83 d. *The property owner/applicant shall submit a circulation plan that*  
84 *demonstrates that the outdoor semi-trailer storage use does not conflict with*  
85 *other operations on the site, customer parking, and pedestrian access through*  
86 *the site. The Planning Division has reviewed the preliminary plan for vehicle site*  
87 *circulation and concludes that existing and future circulation plans do not*  
88 *conflict. Staff will, however, require a final plan to be submitted with the*  
89 *improvement permit and will require continued monitoring of the approved*  
90 *circulation plan.*
- 91 e. *Outdoor storage of semi-trailers shall include a minimum of 80% of such*  
92 *trailers being licensed and operational. Those semi-trailers that are not*  
93 *licensed and/or operational shall be stored at the rear of the premises. Planning*  
94 *staff will work with the applicant on a plan to address and monitor this condition.*

95 And WHEREAS, the Roseville Planning Commission recommended the following  
96 conditions be added to the CU approval for 2500 County Road C:

- 97 1. All semi-trailer storage/parking must be a minimum of 10 feet from a side or rear  
98 property line. To satisfy the requirement a site specific striping plan must be  
99 submitted for review and approval by the Planning Division.
- 100 2. The applicant shall work with the Planning Division on a final  
101 landscape/screening plan. This plan must be submitted and approved by the  
102 Planning Division as a component of the site improvement permit.  
103 Landscape/screening shall address both County Road C and Walnut Street views,  
104 as well as the west and south property boundaries.
- 105 3. The applicant must submit a vehicle site circulation plan that is reviewed and  
106 approved by the City. The site must be inspected at least once a year for  
107 compliance with the plan and if found to be non-compliant, measures shall be  
108 taken to comply.
- 109 4. The property owner is allowed in the future to raze the existing Crown Iron dock  
110 facility and replace the structure with additional semi-trailer storage/parking.
- 111 5. Any site improvements shall meet all other requirements of the Zoning Code,  
112 except those that are approved via the variance process.
- 113 6. All semi-trucks or semi-trailers that are undergoing maintenance shall be  
114 located/stored at the rear (west) of the site nearest the shop building.
- 115 7. The applicant must submit a plan that details where licensed and unlicensed  
116 trailers will be stored and that no greater than 20% of the trailers will be  
117 unlicensed. The site must be inspected at least once a year for compliance with  
118 the plan and if found to be non-compliant, measures shall be taken to comply.

119 And WHEREAS, the Roseville City Council has determined the same regarding  
120 the proposed motor freight terminal as a CONDITIONAL USE at 2500 County Road C;

121 NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to  
122 APPROVE the proposed motor freight terminal as a CONDITIONAL USE at 2500 Country  
123 Road C in accordance with Roseville City Code and subject to the following conditions:



- 124 1. All semi-trailer storage/parking must be a minimum of 10 feet from a side or rear  
125 property line. To satisfy the requirement a site specific striping plan must be  
126 submitted for review and approval by the Planning Division.
- 127 2. The applicant shall work with the Planning Division on a final  
128 landscape/screening plan. This must be submitted and approved by the Planning  
129 Division as a component of the site improvement permit.
- 130 3. The applicant must submit a vehicle site circulation plan that is reviewed and  
131 approved by the City. The site must be inspected at least once a year for  
132 compliance with the plan and if found to be non-compliant, measures shall be  
133 taken to comply.
- 134 4. The property owner is allowed in the future to raze the existing Crown Iron dock  
135 facility and replace the structure with additional semi-trailer storage/parking.
- 136 5. Any site improvements shall meet all other requirements of the Zoning Code,  
137 except those that are approved via the variance process.
- 138 6. All semi-trucks or semi-trailers that are undergoing maintenance shall be  
139 located/stored at the rear (west) of the site nearest the shop building.
- 140 7. The applicant must submit a plan that details where licensed and unlicensed  
141 trailers will be stored and that no greater than 20% of the trailers will be  
142 unlicensed. The site must be inspected at least once a year for compliance with  
143 the plan and if found to be non-compliant, measures shall be taken to comply.

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

148 WHEREUPON said resolution was declared duly passed and adopted.

