



**Regular City Council Meeting Minutes  
City Hall Council Chambers, 2660 Civic Center Drive  
Monday, January 11, 2016**

**1. Roll Call**

Mayor Roe called the meeting to order at approximately 6:00 p.m. Voting and Seating Order: McGehee, Willmus, Laliberte, Etten and Roe. City Manager Patrick Trudgeon and City Attorney Erich Hartmann were also present.

Mayor Roe noted that Councilmember Etten had previously announced he would be unable to attend tonight's meeting due to a prior commitment.

**2. Pledge of Allegiance**

**3. Approve Agenda**

McGehee moved, Laliberte seconded, approval of the agenda as presented.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

**4. Public Comment**

Mayor Roe called for public comment by members of the audience on any non-agenda items. No one appeared to speak.

**5. Council & City Manager Communications, Reports, and Announcements**

Mayor Roe announced upcoming community events including a Bee Nesting House Build at Autumn Grove Park; and child safety car seat checks by appointment at the Fire Station in partnership with Ramsey County and Children's Hospital.

Mayor Roe noted several open houses hosted by the Minnesota Department of Transportation (MnDOT) related to upcoming projects in or near Roseville, including a Highway 280 resurfacing project involving resurfacing the main line and shoulders from Como Avenue to I-35W and reconstructing ramps and their scheduled closure for up to six weeks during that construction and located between Highway 280 and I-35W, with the open house to be held at Lauderdale City Hall. Mayor Roe announced that the other open house was scheduled at the MnDOT building on 1500 County Road B-2 West (east of Snelling Avenue) for information related to the Highway 36 and Lexington Avenue bridge replacement project during 2016, with that segment of Lexington Avenue closed during that time.

Mayor Roe announced various vacancies for partial or full terms on City advisory commissions, with an application deadline of February 22, interviews tentatively scheduled for March 7, and appointments on March 14, 2016.

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Mayor Roe noted additional information was available at City Hall in person or via phone, e-mail or website.

City Manager Trudgeon announced the January 20, 2016 retirement of City Permit Coordinator Don Munson, after having served the community for over 18 years. Mr. Trudgeon invited the City Council and residents to a public open house honoring Mr. Munson was scheduled at City Hall on January 20 at 2:00 p.m.

City Manager Trudgeon provided an update on the Garden Station housing development by the Greater Minnesota Housing Corporation (GMHC), with basements now underway for one detached townhome and the five-unit building, with framing to soon follow, and a model unit anticipated by spring of 2016. As part of that project, Mr. Trudgeon noted that demolition of the old fire station was scheduled within the next few weeks pending final details to be accomplished. Mr. Trudgeon advised that he would continue to update the City Council and public periodically, but encouraged individual Councilmembers or residents having questions or seeking additional information to contact the Community Development Director at City Hall.

**6. Recognitions, Donations and Communications**

**a. Proclaim Martin Luther King Jr. Day**

Mayor Roe read a proclamation proclaiming January 18, 2016 as Martin Luther King Jr. Day in Roseville, urging all citizens to join together to honor Dr. King by committing to serving their neighbors and communities.

McGehee moved, Willmus seconded, proclaiming January 18, 2016 as Martin Luther King Jr. Day in Roseville.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

**7. Approve Minutes**

**8. Approve Consent Agenda**

At the request of Mayor Roe, City Manager Trudgeon briefly reviewed those items being considered under the Consent Agenda; and as detailed in specific Requests for Council Action (RCA) and related attachments, dated January 11, 2016.

**a. Approve Payments**

McGehee moved, Laliberte seconded, approval of the following claims and payments as presented and detailed.

ACH Payments	992,825.12
79732-80123	3,294,263.90
<b>TOTAL</b>	<b>\$4,287,089.02</b>

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.  
**Nays:** None.

**b. Approve Business & Other Licenses & Permits**

McGehee moved, Laliberte seconded, approval of business and other licenses and permits for terms as noted.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.  
**Nays:** None.

**c. Approve General Purchases and Sale of Surplus Items in Excess of \$5,000**

McGehee moved, Laliberte seconded, approval of general purchases and contracts for services as noted in the RCA and Attachment A entitled, "2016 Capital Improvement Plan Summary," January 11, 2016.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.  
**Nays:** None.

**d. Consider Approving IT Shared Service Agreement with the Coon Creek Watershed District**

McGehee moved, Laliberte seconded, approval of an Information Technology (IT) Shared Service Agreement between the City of Roseville and Coon Creek Watershed District for the purposes of providing IT support services.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.  
**Nays:** None.

**e. Approve Kath Properties, LLC Redevelopment – Public Improvement Contract**

Councilmember Willmus noted an incorrect address in the contract, and asked that staff review and correct any of those references to the correct address of 2645 Snelling Avenue.

McGehee moved, Laliberte seconded, approval of a Public Improvement Contract (Attachment A) between the City of Roseville and Kath Properties, LLC Redevelopment; *amended to correct any address references to 2645 Snelling Avenue.*

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.  
**Nays:** None.

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- f. Adopt a Resolution Authorizing the City to Enter into a Limited Use Permit for a Sidewalk on Lexington Avenue within the right-of-way of Trunk Highway 36**

McGehee moved, Laliberte seconded, adoption of Resolution No. 11290 (Attachment A) entitled, "Resolution Authorizing the City to Enter into a Limited Use Permit with the Minnesota Department of Transportation for a Sidewalk in the Right-of-Way of Trunk Highway 36 at Lexington Avenue."

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

- g. Adopt a Resolution of Support for Calyxt, Inc. Job Creation Fund Application**

McGehee moved, Laliberte seconded, adoption of Resolution No. 11291 (Attachment A) entitled, "Resolution Regarding the Support of Job Creation Fund Application in Connection with Calyxt, Inc."

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

**9. Consider Items Removed from Consent**

**10. General Ordinances for Adoption**

**11. Presentations**

- a. National League of Cities Sewer & Water Line Warranty Program**

Public Works Director Mark Culver provided a summary and background information on the discussion and analysis by the Public Works, Environment and Transportation Commission (PWETC) as directed by the City Council regarding ownership and maintenance of private service lines for sanitary sewer and water. As detailed in the RCA dated January 11, 2016, Mr. Culver noted the current ownership and maintenance issue had come forward as a result of the severe winter of 2014 and the unusual number of frozen service lines and related issues.

As part of their review and in considering any possible revisions to current policy, Mr. Culver noted that this service line warranty program offered and administered by Utility Service Partners, Inc. and endorsed by the National League of Cities had come to the attention of the PWETC. Mr. Culver advised that the PWETC had expressed interest in the program and recommended that the City Council consider the warranty program for Roseville residents.

Mr. Culver introduced Ms. Ashley Shiwarski, a representative of Utility Service Partners, Inc., to make that same presentation to the City Council to determine their level of interest as well and to address any questions or provide additional information for council members or the public.

**Utility Service Partners, Inc. representative Ashley Shiwarski, Inside Sales Manager**

A copy of Ms. Shiwarski's presentation was attached to the RCA, along with a draft marketing license agreement; sample terms and conditions for the three warranties available; a sample marketing letter used by the firm; an excerpt from the draft PWETC November meeting minutes where this presentation was initially made; and survey results from the City of St. Louis Park, one of the Minnesota cities currently participating in the warranty program.

Ms. Shiwarski thanked the City Council for this opportunity to present their program for potential offering to residents in Roseville, advising that theirs was the only service line program endorsed by the National League of Cities and administered by her firm. As part of her presentation, Ms. Shiwarski reviewed her firm's partnership with a community to offer administration, marketing, billing, claims management and customer service at no cost to the city and providing an incremental revenue source for the City.

Ms. Shiwarski advised that the program also provided an educational component by raising awareness for many residents not realizing they have responsibility for service lines. Ms. Shiwarski reviewed the educational aspects provided in the letters to residents outlining this voluntary program, often providing them peace of mind by putting this risk on the warranty firm, while repairs are made by local licensed plumbers and contractors that are selected by the firm with or without city involvement, depending on their preference.

Ms. Shiwarski clarified that the program offered three separate warranties: external water lines, external sewer lines, and internal plumbing. Ms. Shiwarski noted that each city was unique as to terms and conditions of resident responsibility from the city main to those service lines to homes. Ms. Shiwarski noted their warranty program offered a per incident repair limit of \$4,000 per incident versus a lifetime and/or annual cap or limit. In the case of an additional cost to the resident for public street repairs to dig up a line, Ms. Shiwarski advised that an additional \$4,000 per incident was provided, with \$500 per incident for sidewalk repairs. Ms. Shiwarski stated there was no service fee or deductible applied to this warranty program.

Specific to their most recent in-home product, requested by current city partners, Ms. Shiwarski reviewed the internal plumbing to address water and/or sewer leaks or breaks, often imbedded under a basement slab, and including repair of clogged

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toilets. Again, Ms. Shiwarski advised that this was a \$3,000 per incident coverage, without any annual or lifetime limits, and also without a deductible.

As part of the program, Ms. Shiwarski noted there was a small revenue stream available for each partnering city of \$.50 per month per paid warranty contract and paid annually as a royalty. Ms. Shiwarski advised that each community could choose how they wished to use these funds: with current partnering cities choosing to set up a common fund to provide financial assistance to low-income families in paying their utility bills; to offset water leaks for a homeowner experiencing significant high usage/billing fees due to that leak; or for application to offset community's public infrastructure needs.

Specific to marketing by their firm, Ms. Shiwarski advised that their firm does a direct mail campaign to garner interest of residents, with no phone or door-to-door solicitations made. Ms. Shiwarski advised that the firm does three separate mail campaigns per year, in the spring, fall and winter and specific to only one of the three separate products to avoid confusion for residents. Ms. Shiwarski further advised that residents could choose any, all or a combination of those three products.

As part of the marketing materials sent out by Utility Service Partners, Ms. Shiwarski noted that they consulted with the designated city staff contact for review and approval of the marketing material, with residents not seeing that material before that approval.

Ms. Shiwarski further noted that to stay current in each community, designated staff was consulted before any subsequent mailing campaigns for review and approval of marketing materials, allowing each partnering community to have input on exactly what is being set out to their residents and when it is being sent out. Once materials are approved by the city, Ms. Shiwarski advised that their firm provided an exact mailing date. Ms. Shiwarski noted their firm would also provide a customized press release to any and all media sources of its choice, providing their firm's contact information for residents rather than city staff required to field those contacts. Ms. Shiwarski advised that their firm also had a web banner that could be customized to each community or social media pages explaining the partnership and information on their firm. Ms. Shiwarski further advised that their firm offered residents an online chat feature and customer satisfaction survey.

Once partnering with a community, Ms. Shiwarski noted their interest in providing a transparent partnership through a real time online partner portal including information on the number of residents enrolled and which programs they were enrolling in, the number of claims filed to-date, and accruing royalty, as well as access to all customer satisfaction surveys whether favorable or not. As part of that survey information, Ms. Shiwarski noted it allowed their firm to keep track of

local plumbers and whether or not they were consistently working in accordance with the standards of Utility Service Partners.

As part of the marketing license agreement, Ms. Shiwarski noted that each agreement included an indemnification and hold harmless clause, and was typically for a term of three years, with a 90-day written opt-out option for both parties. Ms. Shiwarski advised that their firm had 290 partner communities to-date nationwide, with seven Minnesota partners to-date.

Council Questions/Comments

At the request of Councilmember McGehee, Ms. Shiwarski offered to provide information to staff in response to the number of residents enrolled per community compared to their total population (e.g. City of St. Louis Park).

Ms. Shiwarski noted that their typical response and enrollment rate nationwide was between 20% to 25% of residences.

Specific to Councilmember McGehee's question on the process for a claim and flexibility for homeowners in how the repair was made and to what extent, Ms. Shiwarski advised that homeowners had some leeway when working with one of their licensed local network plumbers. Ms. Shiwarski advised that their firm worked closely with its contractors, as their goal was for residents not to have any out-of-pocket costs in the repair; and therefore with no limit on the number of incidents, their firm typically had contractors come out to make repairs by portion. However, if the homeowner chose to make more substantial repairs, Ms. Shiwarski advised that their qualified internal staff making those decisions would make situational determinations on a case by case basis.

Mayor Roe clarified, confirmed by Ms. Shiwarski that if the homeowner requested work beyond that typically covered in the warranty program, the resident would most likely have to pay for that additional work over the \$4,000 per incident cap.

Given the clay tile sewer lines throughout the community that may need replaced or have subsequent damage further up those lines, Councilmember Willmus asked how this warranty program would address repairs for specific locations or issues, or replacing the whole line between the main and entry into the home.

Ms. Shiwarski responded that this would again depend on the situation, with the local contractor/plumber consulting with their firm's contract management department and video of the line to determine a consensus on the repair(s).

Having also listened to Ms. Shiwarski's presentation to the PWETC, Councilmember Laliberte thanked her for the thorough and informative presentation. For those residents receiving marketing materials by mail from Utility Partners,

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Councilmember Laliberte asked if they could opt out of those mailings if not interested.

Ms. Shiwarski responded that they could request being put on the "Do Not Solicit" list; but also had an option if they found they were interested in the future, they could call Utility Partners even after opting out of being solicited.

If the City Council chooses to participate in this warranty program, Mayor Roe suggested including that opt out information as part of initial communication efforts; with Ms. Shiwarski advised Utility Partners could work with their marketing department on language to accomplish that.

At the request of Councilmember McGehee, Ms. Shiwarski offered to have Utility Partners' accounting department to provide staff with information on their firm's nationwide profit versus claim payout, as it differed between cities. Councilmember McGehee also requested specific information for partner cities in the State of Minnesota.

Ms. Shiwarski advised that the claim history differed with seasonal weather, which changed annually and therefore profits and claims changed accordingly. Ms. Shiwarski stated that being able to offer their warranty program nationwide allowed them to keep standard pricing for homeowners as weather-related variables from region to region or year to year allowed the risk to be transferred nationwide and allowing for standard pricing as one area absorbed another depending on conditions.

At the request of Councilmember McGehee, Ms. Shiwarski displayed the map as part of her presentation showing partnering communities in 34 states nationwide.

At the request of Public Works Director Culver, Ms. Shiwarski spoke to the consistency of rates based on their firm's accural data to retain standard pricing over the last two years. Ms. Shiwarski advised that their standard pricing involved partner communities of 50,000 or fewer households from one with a population of 80 residents to larger cities such as Arlington, TX or San Diego, CA. Ms. Shiwarski advised that only one time were they required to raise rates in a community (Atlanta, GA) due to fact it had been one of the first large cities signed up at a low price that could not be sustained over time. Ms. Shiwarski advised that typically communities now entered the program with first issue pricing and rates didn't go up for homeowners but stayed the same.

At the request of Councilmember McGehee, Ms. Shiwarski advised that Utility Partners had been in business for twelve years; with the National League of Cities having endorsed their warranty program for the last five years, and just recently extended their endorsement for another five years. With pride, Ms. Shiwarski noted that Utility Partners was one of only three firms the National League of Cit-



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ies gave their name to, opining that such endorsement spoke favorably for that ongoing partnership.

Councilmember Willmus referenced the sample contracts provided by Ms. Shiwarski, opining that they appeared quite selective in what was or was not covered.

Ms. Shiwarski clarified that the contract typically covered service lines where they day-lighted into homes. Since each city was different, and the contracts were filed with each state also having different requirements, Ms. Shiwarski stated that the sample contracts were kept generic for that reason. Ms. Shiwarski advised that the contract with each community, under the advice of their legal counsel, would have applicable specificity.

At the request of Councilmember Willmus, Ms. Shiwarski also addressed natural disasters or specific freezing/thawing of lines and any extended coverage. Ms. Shiwarski assured that those damages (Item D in the sample contract) would be addressed specifically for the City of Roseville; noting their firm had several Canada customers, so they were used to dealing with frequent freezing and thawing of lines, such as experienced by residents in the City of Roseville during a recent winter.

At the request of Mayor Roe, Ms. Shiwarski reviewed approximately monthly warranty costs of \$7 per month per service, advising discounts were available for residents paying annually rather than monthly; but clarified that those were not locked into a full year if they chose to discontinue the warranty program and advised they would be refunded any unused premium.

As another option, Mayor Roe noted, with confirmation by Ms. Shiwarski that the City of Roseville, if partnering with this warranty program, could apply their royalty directly to residents to reduce the warranty program rates as well. At the request of Mayor Roe, Ms. Shiwarski advised that 60% to 70% of their partner cities receive a royalty for use at their discretion.

Mayor Roe noted that the City of Roseville was basically being asked by Utility Partners as a for-profit company and in partnership with the League of National Cities to endorse their warranty service in the community.

At the request of Councilmember Laliberte, Ms. Shiwarski advised that Utility Partners offered residents a 5% discount for annual versus monthly payment. While there was no current discount for residents choosing to sign up for all three warranty programs, Ms. Shiwarski noted that was a frequent question, and may be considered going forward.

In response to Mayor Roe for next steps if the City of Roseville chose to pursue partnering in this warranty program, Public Works Director Culver suggested they

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direct the City Attorney to provide a more detailed review of the agreement and service contracts. Mr. Culver noted the City Attorney had taken a preliminary look at the agreement, but suggested they be directed to work with staff on final details for a subsequent presentation to the City Council for their final approval.

Councilmember McGehee offered her comment regarding this warranty program, opining that she didn't see much difference between it and other warranty programs. Councilmember McGehee stated her preference for the City to pursue providing services for homeowners seeking lining of their sewer lines when that type of work on city lines was being done in their neighborhood or within the community. Councilmember McGehee further opined that she would be skeptical of the city endorsing this program since it seemed to sidestep some internal issues that were under the city's responsibility and shifted that responsibility to homeowners that she felt were the responsibility of the city. Since this warranty program represented a substantial annual amount of money for residents, Councilmember McGehee cautioned endorsing it.

Councilmember Laliberte agreed that the city needed to use caution in what it endorsed or any implications that residents should sign up. However, since it is an optional versus mandatory program and given the city's aging infrastructure, as well as many residents not being aware of their responsibility for part of that infrastructure, Councilmember Laliberte opined that the city needed to continue its educational efforts at a minimum. Councilmember Laliberte noted that while that infrastructure maintenance, or better yet lining it when possible, was beneficial, some residents, including many elderly residents may presume its covered in their normal homeowners insurance only to find out it isn't without a specific rider. With much of that aging infrastructure located in residential front yards, Councilmember Laliberte opined that the city should partner with Utility Partners for its residents. In addition to the additional vetting yet to be undertaken by the City of Roseville, but trusting the partial vetting provided by the National League of Cities' endorsement, Councilmember Laliberte suggesting providing this option for its residents.

Councilmember Willmus stated he didn't have enough information to make a decision at this point, but was supportive of the City of Roseville's staff and City Attorney performing additional vetting independent of Utility Partners. Councilmember Willmus noted that part of that vetting would include consultation with surrounding Minnesota communities who have participated for a while and receiving their feedback on how the warranty program was working.

At the request of Mayor Roe, Public Works Director Culver responded that staff had consulted with the City of St. Louis Park on their experience, with submission by them of survey information in May of 2015 before the City of Roseville even initiated similar conversations. Mr. Culver noted that, no program was 100% perfect, the only disagreements he was aware of to-date involved how much re-

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pair should be done to lines. However, Mr. Culver advised that his impression was that the City of St. Louis Park and its residents were generally satisfied to a large extent. Mr. Culver advised that he intended to consult with the City of St. Michael as well, another partner community with Utility Partners, to glean their comments. With the relationship between cities and networking with various municipal organizations statewide, Mr. Culver opined that of the 7—8 cities involved in the program in Minnesota to-date, he thought what wasn't being said spoke louder than what was being said, and suggested staff would have heard about any negative issues through those venues.

Mayor Roe recognized the reticence of council members to diving right in; and advised he had been contacted at various times by private entities offering this type of service and seeking mayoral endorsement which had caused him discomfort. However, due to the involvement of the National League of Cities, Mayor Roe opined that this provided some level of comfort if deciding to move forward. Mayor Roe clarified that he was not sure the next step was to pursue the agreement, but suggested instead that staff return to the City Council with their additional vetting of this program. Mayor Roe stated he was not concerned with the profit margin of Utility Partners as a for-profit firm, and opined that he found their rates fairly reasonable from his perspective based on the service received. However, if the City of Roseville's name was to be associated with Utility Partners and this warranty program, Mayor Roe stated his interest in making sure it had been fully vetted, and that his support would be contingent on any communication or media information clearly stating that this was totally optional and not required by the City.

Councilmember McGehee concurred with Mayor Roe in the need for more review.

In response to Councilmember Laliberte, Public Works Director Culver advised that water main breaks were trending higher annually due to the aging infrastructure, with most installed in the early 1960's, but also experiencing other contributing factors (e.g. roots or frost heaving). Mr. Culver clarified that the Community Development Department would have that information through their permit and inspection data, with the Public Works/Engineering Department's involvement and data limited to mains or rights-of-way.

Without objection, Mayor Roe provided staff direction to perform additional research and vetting as discussed; as well as a draft contract specific to the City of Roseville to provide all information to the City Council at that subsequent discussion for their consideration at that point.

On a related note, Councilmember McGehee asked Ms. Shiwarski if residents opting for the internal plumbing warranty program would have backflow prevention device installations as part of repair for sewer backups.

Ms. Shiwarski advised that she would check with her office to verify that and report back to staff on the specifics, whether it would cover repair to a backup prevention device or new installation. Ms. Shiwarski noted it may depend on what homeowners insurance typically covered or didn't cover.

Mayor Roe thanked Ms. Shiwarski for her presentation.

**b. Approve 2016 Street and Utility Preliminary Work Plan**

Assistant Public Works Director/City Engineer Jesse Freihammer presented a list of 2015 activities and accomplishments to-date, including photo updates for some of those projects.

As displayed on the citywide map, Mr. Freihammer reviewed city projects proposed for the 2016 work plan, including highlighting those projects of the Metropolitan Council, Ramsey County, and/or MnDOT as the City of Roseville coordinated with them. Mr. Freihammer reviewed the specific projects for each within the Public Works infrastructure function, including Pavement Management Plan (PMP) projects; pathways, sidewalks, and trail improvements or installations; maintenance for the water distribution system, sanitary sewer system and storm sewer systems as detailed in the RCA dated January 11, 2016; with an estimated total work plan cost at \$10.5 million financed through various funds, internal and external, and including the major Twin Lakes Parkway extension and I-35W interchange project.

Public Works Director Mark Culver reviewed other agency projects in detail including those of MnDOT, Ramsey County, the Metropolitan Council Environmental Service, and area watershed districts. Mr. Culver also reported that the I-35W MN PASS project was now in study phase, and was seeking to add an inside lane to both directions of I-35W.

**Council Questions/Comments**

Councilmember Willmus thanked staff for their comprehensive review; but asked that everyone remain cognizant of scheduling and follow-up needed to make sure projects were finalized before getting into the late fall/winter weather season. Councilmember Willmus noted that several 2015 projects stretched late into the season, and suggested that not be repeated given typical Minnesota weather.

Specific to the Metropolitan Council's project and lining the interceptor around Dale Street south of Trunk Highway 36, Councilmember Laliberte expressed concern with the six month duration of the work and construction scheduling concerns.

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Public Works Director Culver advised that lining was actually done more easily in the winter with manhole work above ground typically done early on in the project followed by pulling pipe through. Mr. Culver advised that it was a long project involving many components, and noted temporary structures would be build to facilitate the work. Mr. Culver further noted that since heavy equipment would be using city trails, it was better when the ground was frozen and more suitable for winter work.

At the request of Mayor Roe, Mr. Freihammer confirmed that the Metropolitan Council's interceptor line was 40' deep.

Councilmember McGehee questioned why equipment was parked along County Road B near Brimhall School/Evergreen Park; with Mr. Culver clarifying that it was remnant dirt related to the Park Renewal Program. Mr. Culver advised that the dirt had been excavated out to re-grade fields and to facilitate stormwater best management practice (BMP) projects. Mr. Culver advised that removal of the remnant dirt was still in process, but was limited to not being able to work during school hours requiring weekend work. However, Mr. Culver expressed his department's interest in seeing it removed before spring rains; and advised that the department continued to work on resolving removal efforts.

McGehee moved, Willmus seconded, approval of the 2016 preliminary work plan for street and utility improvements as presented.

At the request of Councilmember Laliberte, Public Works Director Culver spoke to his recommendation that annual sealcoating remain on hold to allow continuing research and investigation on effected roadways. Mr. Culver noted it was difficult to research as it had to be done in real time at the site as conditions were weather dependent based on moisture and time and could not be duplicated in the lab. Mr. Culver advised that a determination still had not been made as to whether the sealcoat material itself was the problem or something within the underlying pavement surface interacting with the sealcoating. Therefore, Mr. Culver advised that he still recommended suspension of the sealcoating program until further notice, there were many miles of roadway still experiencing delamination; and he supported using those dollars to expedite mill and overlay efforts of those areas.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

**12. Public Hearings and Action Consideration**

**13. Budget Items**

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

**a. Request for Approval of a Preliminary Plat at 934 Woodhill Drive and 2659 Victoria Street**

City Planner Thomas Paschke briefly reviewed this Preliminary Plat request as detailed in the RCA dated January 11, 2016. Mr. Paschke advised that since last coming before this City Council, United Properties had completed purchase of the property from Independent School District No. 623 and was now the sole owner of the property.

Mr. Paschke noted that the result of the plat was to create a lot to develop the Applewood Pointe of Roseville at Central Park for a senior project first, with subsequent dedication of Lot 2 for park purposes.

Mr. Paschke noted that the Preliminary Plat had come before the Planning Commission on December 2, 2015 and approved for recommendation as conditioned to the City Council on a 4/0 vote with two abstentions. While this two-lot plat would separate the development and a city park, Mr. Paschke noted that a large portion of the lot was dedicated for County Road C easement purposes, with all other easements also having been achieved. Mr. Paschke clarified that, due to zoning requirements, the development was not subject to any minimum lot size standards.

To further clarify, Mayor Roe with confirmation by Mr. Paschke, noted that the entire section west of the property at County Road C currently designated as a roadway easement was now being dedicated as a right-of-way instead. Mr. Paschke noted that it would remain a roadway easement as the preliminary plat didn't note its dedication, and further clarified for Mayor Roe that the transaction with United Properties was not related to this particular portion.

McGehee moved, Willmus seconded, approved the proposed PRELIMINARY PLAT of Applewood Pointe of Roseville at Central Park, dated November 2, 2015, and comprising property at 934 Woodhill Drive and 2659 Victoria Street; based on the findings and recommendation of the Planning Commission, public input, City Council deliberation, and as detailed and conditioned in the RCA dated January 11, 2016.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

At the request of Mayor Roe as to the next step, Mr. Paschke advised that finalization of necessary documents for the Final Plat would be completed before coming to the City Council for approval based on those items remaining pending as per agreement between the developer and city; with recording of the Final Plat then occurring at Ramsey County.

Councilmember Willmus requested that staff provide larger copies of plats in the RCA; duly noted by City Manager Trudgeon.

**b. Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 185 Wewers Road**

Prior to his presentation, Mayor Roe recognized and thanked Mr. Munson for his years of service to the City of Roseville given Mr. Munson's pending retirement on January 20.

Permit Coordinator Don Munson reviewed current code violations at this single-family detached home (currently vacant) at 185 Wewers Road, with the current owner of record identified as Catherine Carmen Thomas, living in Maplewood, MN.

Mr. Munson provided a status update, including photos, of current violations, including failing paint on soffits, fascia and gutters on both the house and garage (violation of City Code Section 407.02.J). In order to abate this property, Mr. Munson estimated costs at \$3,000.00 for repair and painting of soffits, fascia and gutters on the house and garage. Mr. Munson reviewed the notices and contact with the property owner who planned to address violations but stated she was unable to complete them to-date due to medical reasons.

While property owner Ms. Thomas was apparently unable to attend tonight's meeting, Mr. Munson advised that she had called earlier today seeking a one-month extension of the completion date to allow installation of aluminum soffits. However, while supporting that better solution, Mr. Munson advised that staff continued to recommend the June 15, 2016 completion date, opining it should allow sufficient time for painting or aluminum soffits to be completed.

Willmus moved, Laliberte seconded, directing the Community Development staff to abate the public nuisance violations at 185 Wewers Road by hiring a general contractor to repair and paint soffits, fascia and gutters on the house and garage, *if not completed by the owner by July 1, 2016*, at an estimated cost of \$3,000.00; with the property owner to be billed for actual and administrative costs, and if charges not paid, authorizing staff to recover costs as specified in City Code, Section 407.07B.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

**c. Community Development Department Request to Perform an Abatement for an Unresolved Violation of City Code at 3076 Woodbridge Street**

Permit Coordinator Don Munson reviewed current code violations at this single-family detached home (owner-occupied) at 3076 Woodbridge Street, with the current owner of record identified as Vernon Staff.

Mr. Munson provided a status update, including photos, of current violations, including outside storage of junk and debris (including garbage – loose and/or in bags) near the detached garage (violation of City Code Section 407.02.D). In order to abate this property, Mr. Munson estimated costs at \$500.00 for removal of the junk and debris.

While the owner was apparently unable to attend tonight's meeting, Mr. Munson advised that in his conversations with Mr. Staff, he had received assistance in completing a portion of the work necessary to comply, but that assistance was no longer available and the owner was physically unable to complete the work himself. Therefore, Mr. Munson advised that Mr. Staff had advised him that he did not object to the City removing the remaining junk and debris and billing him accordingly. Given the material to be removed (e.g. some loose kitchen-type garbage), Mr. Munson cautioned that neighbors or community volunteers not take it upon themselves to complete the work so as to avoid possible injuries.

McGehee moved, Willmus seconded, directing the Community Development staff to abate the public nuisance violations at 3076 Woodbridge Street by hiring a general contractor to remove the junk and debris near the detached garage, at an estimated cost of \$500.00; with the property owner to be billed for actual and administrative costs, and if charges not paid, authorizing staff to recover costs as specified in City Code, Section 407.07B.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

**d. Community Development Department Request to Issue a Ramsey County Court Citation for Unresolved Violations of Roseville's City Code at 3261 Old Highway 8**

Permit Coordinator Don Munson reviewed current code violations at this single-family home (owner-occupied) at 3261 Old Highway 8, with the current owner of record identified as Thomas Ranallo.

Mr. Munson provided a status update, including photos, of current violations, including junk, debris, and household items in open storage on the driveway and in the yard (violation of City Code, Sections 407.02.D and 407.03.H prohibiting outside storage); commercial equipment and material outside storage on the driveway and in the yard (violation of City Code, Section 407.02.L prohibiting commercial equipment and material storage on residential properties); inoperable, unlicensed vehicles parked on the driveway (violation of City Code, Section 407.02.) prohib-



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iting junk vehicles); and commercial trailer storage in a residential zone (violation of City Code, Section 407.02.L prohibiting commercial equipment storage on a residential property).

Mr. Munson reported that the most recent addition to the property was a number of large garage doors apparently brought to the site for storage, in addition to a large dumpster now appearing on site. Since summer, Mr. Munson reported that a number of items had been apparently purchased at various sales, brought to the site for storage or to ready them for resale at other sites.

Mr. Munson advised that this complaint was initiated by neighbors, and noted that the property owner had been repeatedly bringing items to the property for outside storage, eventually removing them in the past after receiving notice. However, Mr. Munson noted that the owner was not correcting the violations this time; and referenced a previous City Council public hearing for similar issues held in 2012. Since those past abatement actions did not seem to prove effective in the long-term, Mr. Munson opined that a court citation and process may prove to discourage the property owner from continuing to repeat these same violations.

At the prompting of Councilmember McGehee, discussion ensued related to indoor storage options with accessory buildings on-site, home occupation use and restrictions for residential properties, potential resale of the property for redevelopment, and how best to address this recurring public nuisance.

**Property Owner Thomas Ranallo - present**

Mr. Ranallo reviewed his history of the property and his attempts to sell that were stymied with recent neighborhood concerns and resulting action changing the zoning designation from HDR to MDR, causing him to cease any compliance efforts until that issue had been resolved. However, Mr. Ranallo admitted that with the resolution he would again address potential sale of the property.

Mr. Ranallo noted ten issues identified by staff in their September 23, 2016 notice for compliance to him, and subsequent meeting on-site with Mr. Munson. Mr. Ranallo outlined his use of the property and frequent transfer of materials from other real estate rentals in the metropolitan area and in St. Cloud, noting that the garage doors were a recent acquisition and had been delivered to the site by another party for his consideration. However, Mr. Ranallo clarified that he did not run a business out of his home.

Mr. Ranallo further noted it had been a bad year for him with a number of events happening for him personally, and he admitted it had caused him to let things go and not follow-up as he should have.

Specific to the commercial trailer compliance issue, Mr. Ranallo expressed his confusion in what constituted that designation. Mr. Ranallo clarified that he did

not use the trailers for work, and noted other area properties with trucks advertising their business stored on their properties. Mr. Ranallo further clarified that he did not run a business from this site except for real estate rentals, and was not bringing products in for resale.

Mr. Ranallo advised that, with the exception of two intended for replacement of existing doors, the garage doors were no longer on site; and further advised that the dumpster would be gone after another week once he was able to dispose of additional items stored outside.

With his anticipated sale of the house itself two years ago, Mr. Ranallo admitted he had not sufficiently followed-up in keeping things put away and not bringing items to the site.

Councilmember McGehee questioned the number of cars on site, with Mr. Ranallo stated he had gotten rid of four cars and was installing parts from one of the trucks onto another one. Mr. Ranallo advised that two older vehicles were stored inside the shed itself, but admitted he needed to get rid of the cars rather than storing them off-site as suggested by Councilmember McGehee.

Mr. Ranallo admitted his confusion over the last 5-6 years with attempts to sell the property and the potential of moving, and noted his need to make a final decision. Mr. Ranallo noted the adjacent property was vacant with boarded-up windows, with frequent break-ins occurring and used as a dumping ground. However, Mr. Ranallo clarified that he needed to worry only about his property.

In conclusion, Mr. Ranallo stated he had only received the September 23, 2015 letter, and had not received the other certified letters staff advised had been sent to him; and requested a copy of them (October 26 and November 6, 2015).

#### **Public Comment**

*City Manager Trudgeon referenced written comment received after distribution of the agenda packet, and provided as bench handouts, attached hereto and made a part hereof. Mr. Trudgeon advised that those comments consisted of an e-mail dated January 9, 2016 from Mr. & Mrs. Joseph Giannette, 3209 Old Highway 8, and an e-mail dated January 11, 2016 from Rita Mix, 3207 Old Highway 8, both speaking in support of abatement and clean-up of the subject property.*

#### **Mary Higgins, Roseville Commons, 2496 County Road C-2 West**

As a member of the Board of Directors of Roseville Commons, Ms. Higgins reported a number of comments and complaints about this property. Having driven by the property tonight on her way to this meeting, Ms. Higgins noted that the decks and windows of fifteen of their property owners at Roseville Commons overlooked this property without any blockage of the view addressed by staff.

Ms. Higgins expressed her appreciation that the City was addressing this non-compliance; and suggested if it could be resolved reasonable, it would be a great thing for the neighborhood.

**Rich Leitschuh, whose Mother lives at Roseville Commons and overlooks subject parcel**

Mr. Leitschuh spoke in favor of staff's recommendation for a court citation. While recognizing and accepting Mr. Ranallo's private property rights, Mr. Leitschuh provided aerial pictorial testimony on May 18, 2000, September 15, 2002, October 11, 2014, summer of 2015, and today, showing the escalating violations on the property.

Mr. Leitschuh advised that he had e-mailed Mr. Munson in 2014 without resulting action by the City Council, and advised that the problem had continued to get steadily worse over the last five years and any attempts at resolution appeared to be short-lived remedies.

Mr. Leitschuh noted that this corner of County Road C-2 and Highway 8 on the western border of Roseville, served as one of the first views for many entering the community; and expressed his amazement that the City allowed the situation to continue.

**Mrs. Anna Margaret Leitschuh Hansen (the Mom)**

Mrs. Anna Margaret Leitschuh Hansen advised that she had been one of the original owners at the Commons and had been subjected to this view since that time. Mrs. Anna Margaret Leitschuh Hansen opined that the property owner had started out well, and had family that could assist him in the property's upkeep, but didn't seem to be happening. Living in the corner condo unit overlooking that whole mess, Mrs. Anna Margaret Leitschuh Hansen noted that every single day she viewed the things removed or brought to the site, sometimes occurring quite noisily in the middle of the night.

As a 95-year old, Mrs. Anna Margaret Leitschuh Hansen noted she anticipated selling her unit in the next few months, and questioned its resale ability and amount to be realized if this was the view when prospective purchasers looked out the window. Mrs. Anna Margaret Leitschuh Hansen expressed her sympathy to the owner, but noted she would have to take a loss on her condo if people feel they're going to be moving next to a salvage area; and stated what she had originally paid for the condo didn't deserve that kind of title. Mrs. Anna Margaret Leitschuh Hansen reiterated that she was not picking on Mr. Ranallo, but noted she didn't even use her porch due to the view of his property.

At the request of Mayor Roe, Mr. Munson advised he would consult with Mr. Ranallo on utility and/or commercial trailer designations based on the number of

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wheels as per City Code; as well as providing copies to him of the notices he questioned receiving.

In response to Mayor Roe's request, Mr. Munson reviewed the court citation process for the benefit of the City Council, Mr. Ranallo and the public. Mr. Munson advised that typically compliance was achieved and once compliance had been confirmed by the judge after a one-year period of probation, a case was removed from the official record.

In response to Councilmember Willmus, Mr. Munson confirmed that if Mr. Ranallo cleaned up the property and it was in compliance at the time of the judicial hearing, the case would be dropped at that point.

City Attorney Hartmann clarified for Mayor Roe that the typical timeframe between this requested action and a case coming before the judge was approximately two months.

At the request of Councilmember McGehee, Mr. Munson estimated it would take between 30-60 days for Mr. Ranallo to bring the property into compliance, as some of the work could not be completed at this time due to weather and seasons.

Mr. Munson confirmed for Mayor Roe that the City Code Enforcement staff versus the court would be responsible for monitoring the situation.

Laliberte moved, McGehee seconded, directing the Community Development staff to issue a Ramsey County Court citation to Mr. Thomas Ranallo for violations of Roseville City Code, Sections 407.02.D, 407.03.H, 407.02.O and 407.02.L at 3261 Old Highway 8.

Councilmember Willmus stated he was an advocate for private property rights up to a point when it started to interfere with the use or enjoyment of another property owner and their rights. In this situation, Councilmember Willmus opined that the threshold had been crossed, and therefore he would support this motion. Councilmember Willmus noted that Mr. Ranallo had the opportunity and encouraged him to immediately begin cleaning up the property to show his compliance before the citation was issued and subsequent dismissal of the case. Councilmember Willmus opined that things appeared to have gotten out-of-hand over the years, and suggested it was time to take this step to protect surrounding property owners.

Mayor Roe echoed the comments of Councilmember Willmus, but clarified there was no guarantee that the case would be dropped if Mr. Ranallo sought to bring it into compliance at this point, given that this recurring situation appeared to fluctuate over time. Mayor Roe stated his reason to support this citation process was to make sure the property remained in compliance for an extended period of time

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and not just continued in this periodic cycle. Therefore, Mayor Roe stated that there may be some justification in continuing to pursue the citation process and allow Mr. Ranallo his day in court to present his court and let the judge determine its resolution, but noted he would leave that decision to staff and the City Attorney. Since this seems to be a recurring pattern, Mayor Roe noted this process would attempt to change that pattern, since the subject parcel appeared to be more a storage use rather than simply a living arrangement. Mayor Roe noted that this was one of the purposes for code enforcement standards to mitigate these situations as much as possible. Mayor Roe noted that this parcel had enough violations and a pattern that it made sense to pursue this approach.

Councilmember McGehee stated her agreement with Councilmember Willmus and Mayor Roe, expressing her concern with the pattern, suggesting this process may assist Mr. Ranallo in breaking that pattern and provide relief to adjacent neighbors.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

**15. Business Items – Presentations/Discussions**

**16. City Manager Future Agenda Review**

City Manager Trudgeon provided a preview of upcoming agenda items.

Discussion ensued related to the 1716 Marion Street discussion, with Councilmember Laliberte expressing concern that public discussion be held prior to the City Council making a decision at a closed session without benefit of public review or testimony opportunity.

City Manager Trudgeon advised that he consider timing issues and grant application deadline concerns and schedule upcoming agendas accordingly in order to provide that public review process prior to requested City Council discussions on terms for potential acquisition during closed sessions, and subsequent action in open session. However, Mr. Trudgeon suggested keeping the closed session on February 8, 2016.

Mayor Roe noted it may be possible for a limited discussion on February 8, 2016 when the Parks & Recreation Commission is in attendance for their periodic joint meeting with the City Council.

Specific to background information in consideration of the 2016 community survey, Councilmember Willmus asked staff to provide the 1998 and 2013 Decision Resources surveys for reference; duly noted by City Manager Trudgeon.

**17. Councilmember-Initiated Items for Future Meetings**

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Based on tonight's discussion on utility warranty programs, Councilmember McGehee asked that an additional discussion occur about moving forward with lining or replacement of private service lines for residents. Councilmember McGehee also asked as part of that discussion, to further discuss the problematic stub ownership.

Mayor Roe asked if the PWETC had finished vetting that issue for their recommendation to the City Council; noting that further discussion should remain pending until hearing back from the PWETC or until their joint meeting with the City Council.

At the request of Mayor Roe, City Manager Trudgeon reported on recent meetings between staff and a lighting consultants for changing lighting in the City Council Chambers, with a sample installation by January 25, 2016 for City Council consideration and their comfort level with the proposed project. After that, Mr. Trudgeon advised that the project could be ordered and installed. Mr. Trudgeon advised that lights in the hallway and offices had been changed to LED.

Councilmember McGehee noted the many variables among products by manufacture and their installation.

Mayor Roe noted that lighting in the Council Chambers would be done according to television lighting standards.

City Manager Trudgeon noted that was the reason for a consultant who understood those distinctions and could make an informed recommendation based on their knowledge of that industry.

**18. Adjourn**

Laliberte moved, Willmus seconded, adjournment of the meeting at approximately 8:35 p.m.

**Roll Call**

**Ayes:** McGehee, Willmus, Laliberte and Roe.

**Nays:** None.

ATTEST:

  
Patrick J. Trudgeon, City Manager

  
Daniel J. Roe, Mayor

**From:** [Paul Bilotta](#)  
**To:** [Pat Trudgeon](#); [Don Munson](#); [Brian Coughlin](#)  
**Subject:** Fwd: 3261 Old Highway 8  
**Date:** Saturday, January 09, 2016 4:17:21 PM

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----- Forwarded message -----

From: "Giannetti, Moose" <[REDACTED]>  
Date: Jan 9, 2016 3:23 PM  
Subject: 3261 Old Highway 8  
To: Paul Bilotta <[Paul.Bilotta@cityofroseville.com](mailto:Paul.Bilotta@cityofroseville.com)>  
Cc:

Dear Mr. Bilotta,

It is my understanding that the issue of cleanup for 3261 Old Highway 8 will be on the Council meeting agenda on Monday. My husband and I will not be able to attend as we have a previous engagement. However, we would like to express our enthusiastic approval for the cleanup of this property. We live at 3209 Old Highway 8. We have lived here 5 1/2 years and have been dismayed about the condition of the property as an eye sore to the neighborhood. Thank you for considering this important matter. It would give the neighborhood a beautiful facelift.

Moose and Joseph Giannetti

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**From:** [Paul Bilotta](#)  
**To:** [Don Munson](#); [Brian Coughlin](#); [Pat Trudgeon](#)  
**Subject:** FW: Code violations 3261 Old Hwy 8  
**Date:** Monday, January 11, 2016 8:17:40 AM

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**Paul Bilotta, AICP**

Community Development Director  
[paul.bilotta@ci.roseville.mn.us](mailto:paul.bilotta@ci.roseville.mn.us)



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**From:** R L MIX [REDACTED]  
**Sent:** Sunday, January 10, 2016 1:59 PM  
**To:** Paul Bilotta <[Paul.Bilotta@cityofroseville.com](mailto:Paul.Bilotta@cityofroseville.com)>; Tammy McGehee <[tam@mcgehee.info](mailto:tam@mcgehee.info)>  
**Subject:** Code violations 3261 Old Hwy 8

To Dept of Community Development and Roseville Council:

The OH8 Neighborhood Association supports the City's actions to reduce code violations in our neighborhood, specifically at 3261 Old Highway 8 (agenda item 14d. 1/11/16)

Several members also have indicated a desire to help Mr. Ranallo achieve code compliance. If he wants help he should contact Brian Buck or Christine Welch.

Many thanks for this attention to our neighborhood. ----Rita Mix, 3207 Old Highway 8  
(55418) [REDACTED]





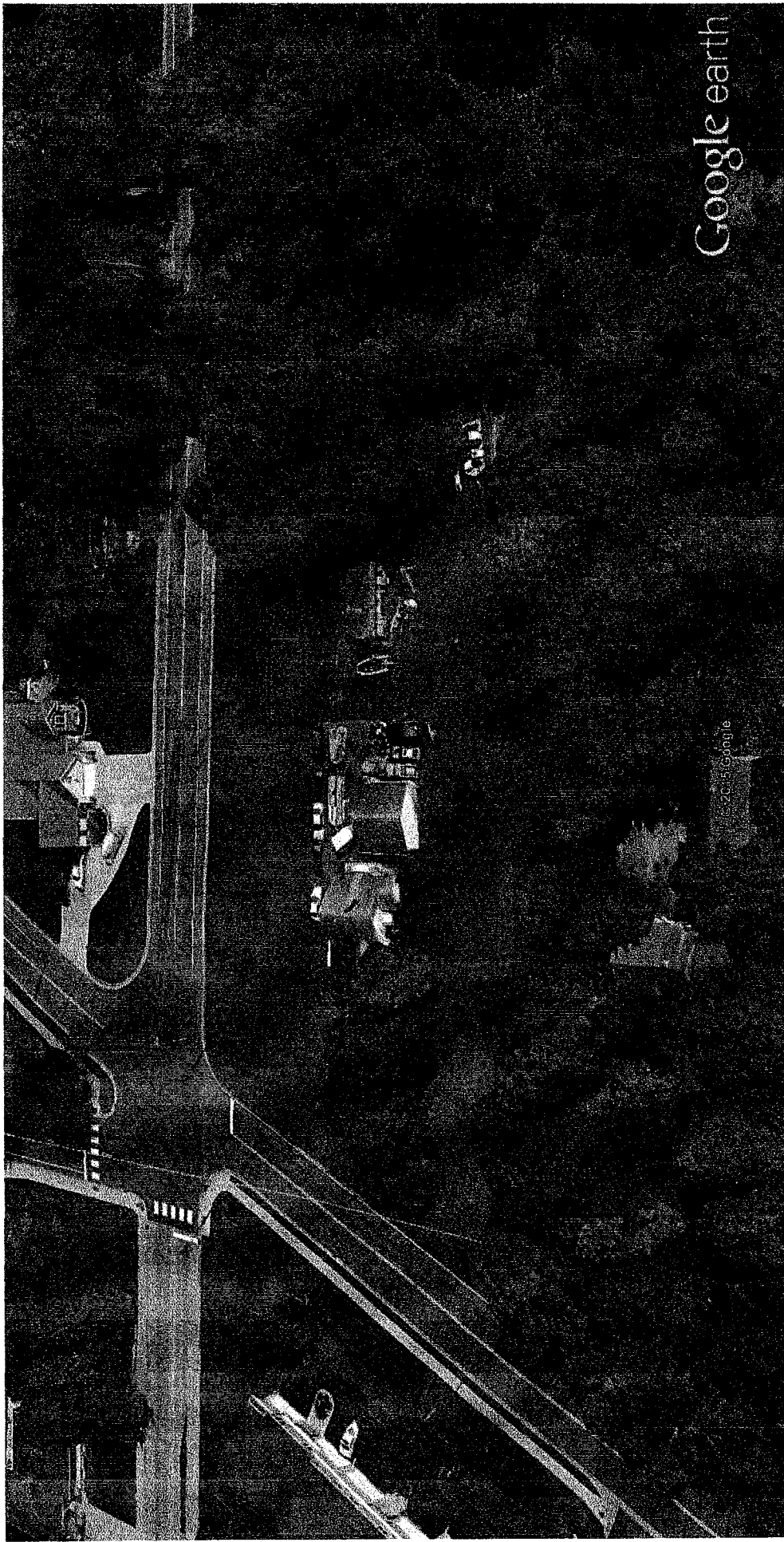
Google earth

Google earth

feet 300  
meters 90



5/18/2010



Google earth

feet 200  
meters 90

Google earth

Summer 2015



Google earth



Google earth

10/11/2014





Google earth



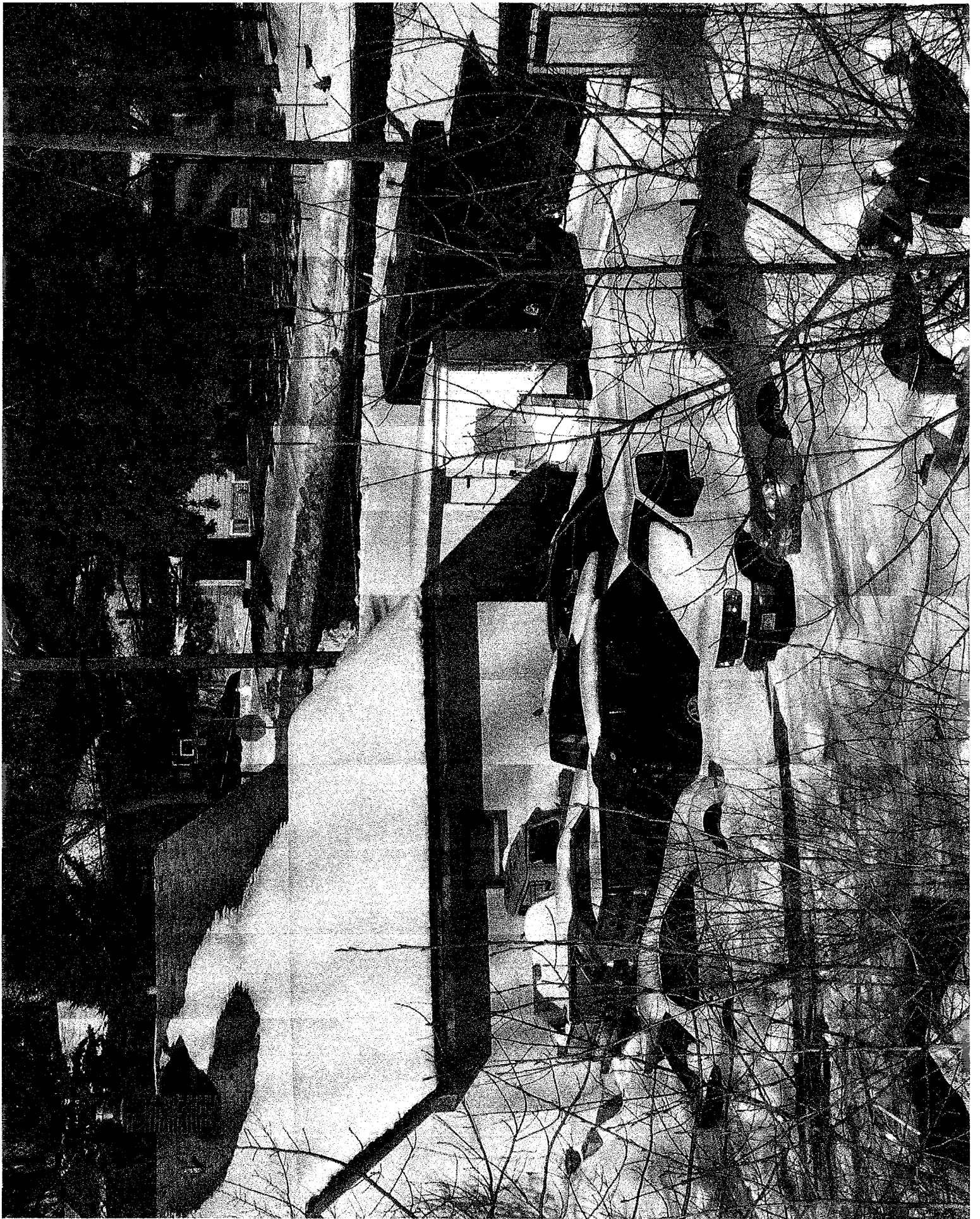
Google earth

9/15/2012

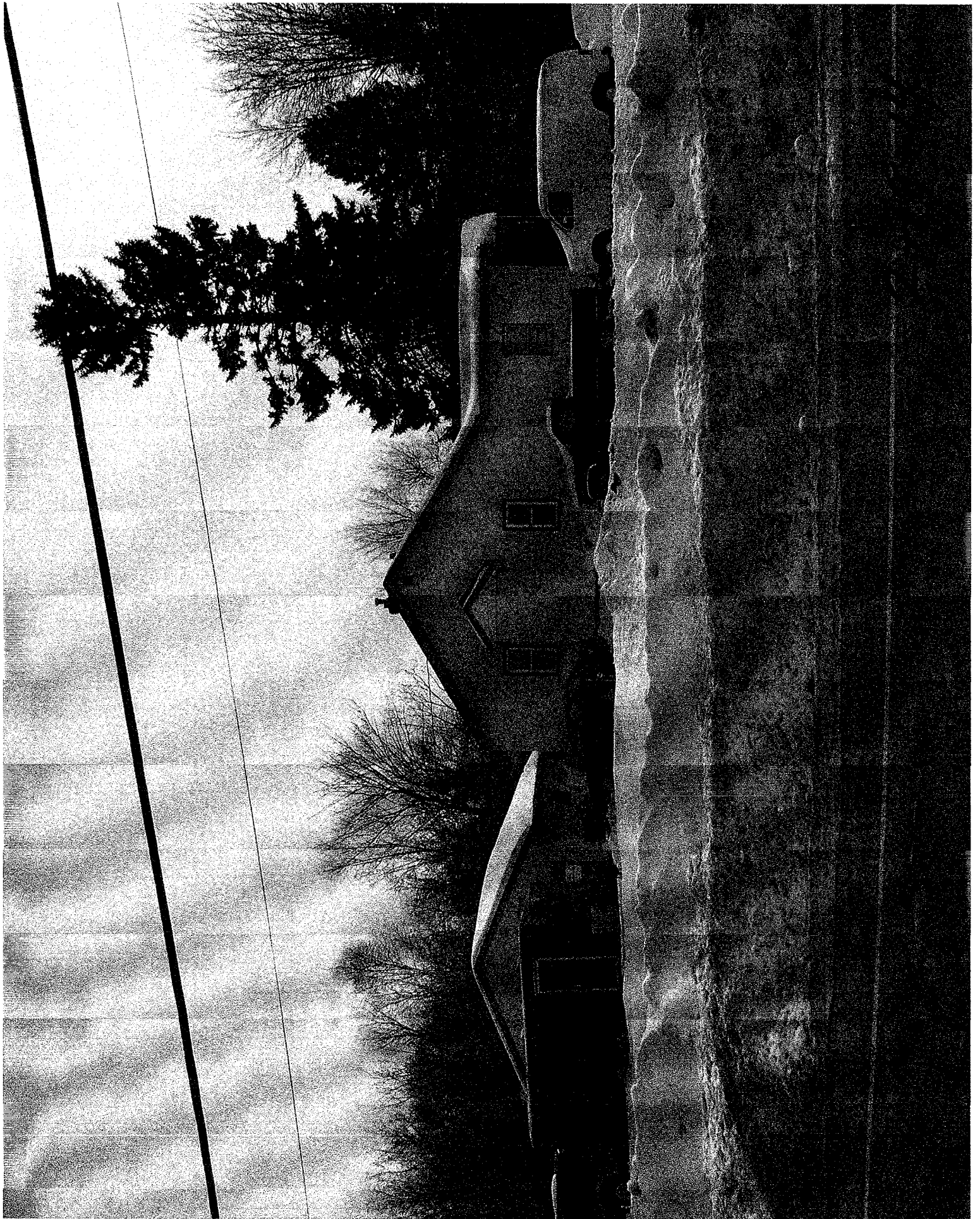


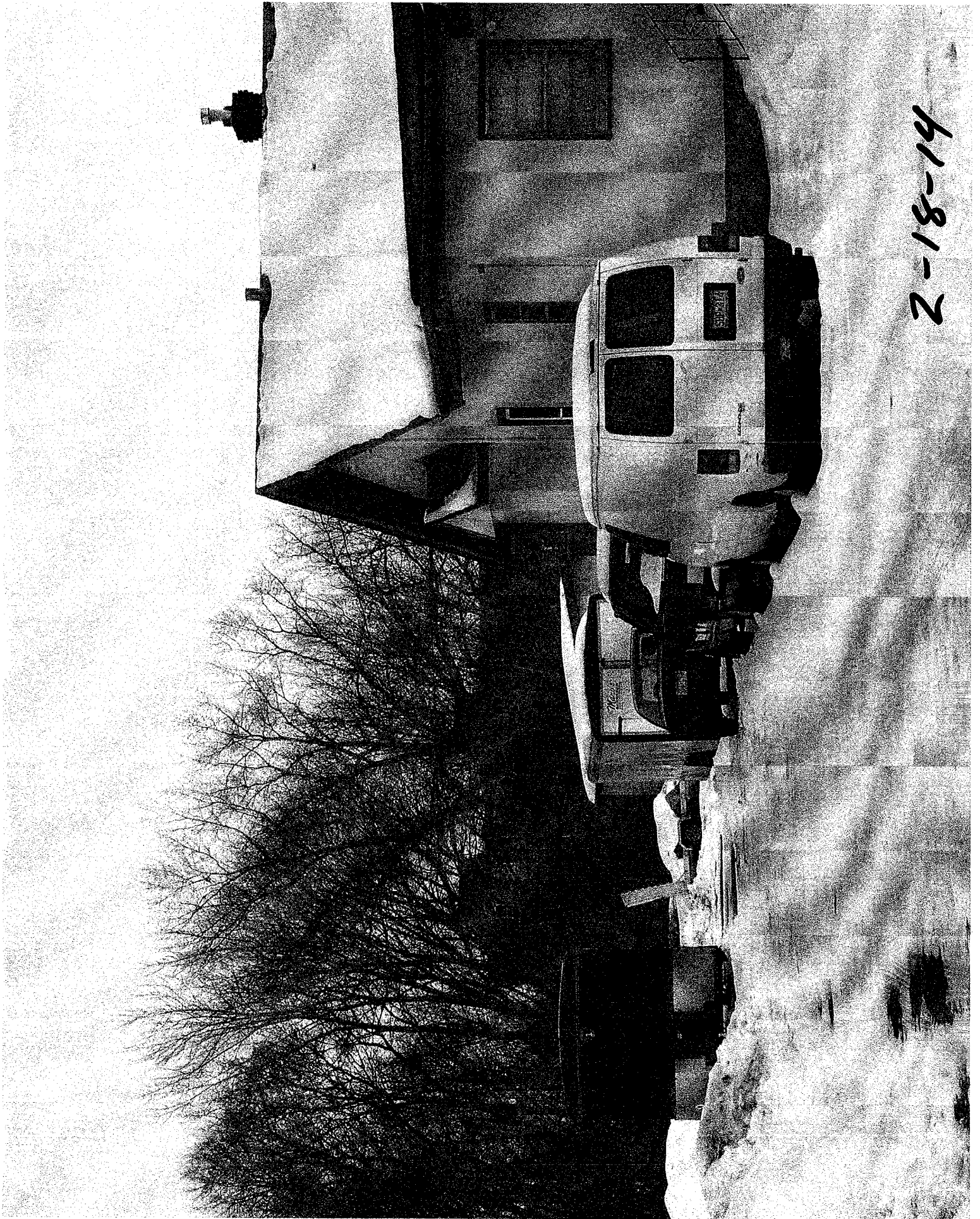


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