



CITY COUNCIL MEETING
February 16, 2016
4100 Lakeview Avenue North
Robbinsdale, Minnesota
7:00 p.m.

A G E N D A

CITIZEN PARTICIPATION

The City Council is meeting as a legislative body to conduct the business of the City according to the

RULES OF PROCEDURE AND DECORUM OF THE CITY COUNCIL. Unless so ordered by the Mayor, citizen participation is limited to the following times and always within the prescribed rules of conduct for public input at meetings.

- A) **PUBLIC HEARINGS:** Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings, all affected residents will be given an opportunity to speak pursuant to the RULES OF PROCEDURE AND DECORUM OF THE CITY COUNCIL.
- B) **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA**

Any member of the public may speak at this time on any item NOT on the agenda. In consideration for the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued under Other Business at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion without permission of the presiding officer.

Your participation, as prescribed by the Council's RULES, is welcomed and your cooperation is greatly appreciated.

- 1. CITY COUNCIL MEETING CALLED TO ORDER
- 2. ROLL CALL: Rogan, Selman, Backen, Blonigan, Mayor Murphy
- 3. **MICROPHONE CHECK:** Rogan, Selman, Backen, Blonigan, Mayor Murphy
- 4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA
- 5. APPROVAL OF THE FEBRUARY 16, 2016, MEETING AGENDA

CITY COUNCIL MEETING AGENDA

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6. CONSENT AGENDA: Pursuant to Council rules, one motion, non-debatable, will approve the recommendation noted. Any member of the Council may ask for an item to be taken from the Consent Agenda for discussion and separate action. Such items removed from the Consent Agenda shall be considered immediately following approval of the balance of the Consent Agenda:

- | | | |
|----|--|-------------------|
| A. | Motion to approve and order placed on file minutes of the regular City Council meeting of 02/02/1, City Council Regular Monthly Work Session of 02/02/16, City Council Work Session of 02/09/16 and City Council Special Meeting of 02/09/16. | 1-10 |
| B. | Motion to acknowledge receipt and placing on file minutes of the following Commissions and Boards:
- Senior Commission of 01/04/16. | 11 |
| C. | Motion to approve issuance of licenses from list dated 02/16/16. | 12-13 |
| D. | Motion to approve the Street Spanning Banner proposed by Birdtown Half Marathon, which may be installed May 16, 2016 thru May 23, 2016 (Annual Birdtown Half Marathon). | 14-15 |
| E. | Motion to approve the Street Spanning Banner proposed by Robbinsdale Chamber of Commerce, which may be installed March 7, 2016 thru March 21, 2016 (Annual Eggstravaganza). | 16-17 |
| F. | Motion to authorize the Mayor and City Manager to enter into a contract with Structural Buildings of Becker, MN for metal re-siding and re-roofing of the Pole Barn in the Public Works compound for the amount of \$41,191.00. | 18 |
| G. | Motion to authorize the Mayor and City Manager to execute the Schedule of Compliance Agreement between Minnesota Pollution Control Agency and City of Robbinsdale. | 19 |
| H. | Hold the second reading of Ordinance No. 16-01: "AN ORDINANCE RENAMING 46 ½ AVENUE NORTH CUL-DE-SAC IN SCHULTZ NATURE VIEW ADDITION TO NATUREVIEW CIRCLE." | 20-23
(Ord-21) |
| I. | Motion to authorize the joint purchase of a Cimline Crack Router and Asphalt Melter with the City of Crystal for a total City share of cost of \$27,125.00; and approve the Joint Powers Agreement for the purchase and use of the equipment, and authorize the Mayor and City Manager to sign the document on behalf of the City. | 24-31 |

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- J. Motion to authorize use of the City logo for the Robbinsdale Whiz Bang Days Float identifying the Whiz Bang Days Ambassadors as ambassadors for the City of Robbinsdale. 32
- K. Motion to approve the January 2016 payment for City credit card charges. 33-38
- 7. PRESENTATIONS
*There are no Presentations scheduled.
- 8. PUBLIC HEARING
 - A. Public Hearing on Municipal Consent for the Blue Line Extension Light Rail Transit Project. 39-42
 - 1. Hold the public hearing to receive all comments.
 - 2. Schedule a City Council Work Session and Special Meeting for February 23, 2016, if needed.
- 9. OLD BUSINESS
 - A. 2016 Community Development Block Grant (CDBG) Application to Consolidated Pool 43-48
 - 1. Motion to waive the reading and order the adoption of Resolution No. XXXX: "A RESOLUTION APPROVING A PROPOSED APPLICATION FOR 2016 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS AND AUTHORIZING EXECUTION OF A SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND THIRD PARTY AGREEMENTS." (Res-48)
 - 2. Direct staff to include the Resolution in the Consolidated Pool Application.
- 10. NEW BUSINESS
 - A. Solar Garden Subscription Opportunity 49-50
 - 1. Council to decide whether to affirmatively move forward on the agreement by February 29, 2016.
 - 2. Provide Council direction to staff.
- 11. OTHER BUSINESS
 - A. Motion to approve disbursement requests for period ending 02/16/16. 51
- 12. ADMINISTRATIVE REPORTS

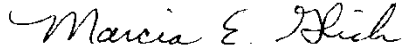
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13. COUNCIL GENERAL COMMUNICATIONS

14. ADJOURNMENT



Marcia Glick, City Manager

ITEMS PENDING OR UNDER STUDY FOR COUNCIL CONSIDERATION

ITEM	DEPARTMENT RESPONSIBILITY	ANTICIPATED AGENDA DATE
1. Municipal Consent BLRT Consideration	Administration	03/02/16
2. Municipal Consent – Sochacki Park	Administration	03/02/16
3. Conditional Use Permit – Urban Farm	Community Development	03/02/16
4. Second reading Food Trucks Ordinance (mobile food units)	Community Development	03/02/16
5. Second Reading Erosion Control Ordinance	Engineering	03/02/16

**City of Robbinsdale
CITY COUNCIL MINUTES
February 2, 2016
Meeting No. 3**

CALL TO ORDER

1. Mayor Murphy called the meeting to order at 7:00 p.m.

ROLL CALL

2. Present: Rogan, Selman, Backen, Mayor Murphy
Absent: Blonigan
Staff: Marcia Glick, City Manager; Tom Marshall, Director of Administrative and Recreation Services; Richard McCoy, Public Works Director/City Engineer; Rick Pearson, Community Development Coordinator

OPPORTUNITY FOR THE PUBLIC

3. Mayor Murphy opened the floor to anyone wishing to speak on any items not on the agenda and hearing none, he closed the floor.

APPROVAL OF AGENDA

4. City Manager Glick noted distribution of replacement report for New Business B and an updated ordinance for New Business D.
5. Member Selman **MOVED**, seconded by Member Backen to approve the agenda with the additions as noted above. **The vote was unanimous and the motion carried.** (Blonigan absent)

CONSENT AGENDA

6. Member Selman **MOVED**, seconded by Member Rogan to approve the Consent Agenda. **The vote was unanimous and the motion carried.** (Blonigan absent)
7. Items approved are as follows:
 - A. Motion to approve and order placed on file minutes of the regular City Council meeting of 01/19/16 and City Council Work Session of 01/26/16.
 - B. Motion to acknowledge receipt and placing on file minutes of the following Commissions and Boards:
 - Planning Commission of 11/19/15
 - Parks, Recreation & Forestry Commission of 11/24/15.
 - C. Motion to approve issuance of licenses from list dated 02/02/16.
 - D. Motion to approve the ICON Space Playground equipment for Triangle Park to be submitted on the Playground Equipment Grant application to Hennepin Youth Sports Program.
 - E. Motion to approve appointment of Stephan Papiz as Assistant Weed Inspector for 2016.

PRESENTATION A: Proclamation for Congenital Heart Defect Awareness Week

8. **Tony Kranz**, 4308 Regent Avenue North, thanked the City for making the week of February 7-14 Congenital Heart Week in Robbinsdale and for bringing awareness of the Mended Little Hearts organization that his wife founded. He noted upcoming fundraisers including a 5K run. More information can be found on the Mended Little Hearts Facebook page.
9. Member Rogan **MOVED**, seconded by Member Backen to proclaim February 7-14, 2016 as Congenital Heart Defect Awareness Week in the City of Robbinsdale **The vote was unanimous and the motion carried.** (Blonigan absent)
10. Mayor Murphy read highlights from the proclamation.

NEW BUSINESS A: 2016 Street Improvement Program Feasibility Report

11. Public Works Director/City Engineer McCoy reviewed the staff report. An information session is scheduled for February 8, 2016, and the formal public hearing will be held on March 15, 2016. The sanitary sewer is very shallow in this street, and recent work on County Road 9 will allow the sanitary main to be lowered improving residential flow. The project will allow for the option of rain gardens where there is resident interest.
12. Member Rogan **MOVED**, seconded by Member Backen to waive the reading and order the adoption of Resolution No. 7472: "A RESOLUTION ACCEPTING THE CITY ENGINEER'S FEASIBILITY REPORT ON THE 2016 STREET IMPROVEMENT PROGRAM, AND SCHEDULING HEARING ON SAME." **The vote was unanimous and the motion carried.** (Blonigan absent)

NEW BUSINESS B: Pavilion at Lakeview Terrace Park – Contract for Management

13. McCoy reviewed the staff report regarding the contract for management of the project for the Pavilion at Lakeview Terrace Park.
14. Glick noted that hiring a consultant helps to assure that the project will move forward for completion this year.
15. Member Rogan **MOVED**, seconded by Member Backen to receive the report relating to contract for Project Management of Pavilion at Lakeview Terrace Park. **The vote was unanimous and the motion carried.** (Blonigan absent)

NEW BUSINESS C: Erosion, Sedimentation and Waste Control Regulations for Land-Disturbing Activities – 1st Reading of Ordinance

16. McCoy reviewed the staff report. The ordinance is designed to cover requirements for assuring construction debris is kept separate from storm water. The document has been reviewed by the City Attorney and MPCA staff.

17. Member Rogan confirmed that MPCA has higher expectations for construction site inspections.
18. McCoy indicated that this one chapter brings several pieces in one place.
19. Member Rogan **MOVED**, seconded by Member Backen to hold the first reading of Ordinance No. 16-02: "AN ORDINANCE AMENDING ROBBINSDALE CITY CODE BY ADDING A NEW SECTION RELATING TO EROSION, SEDIMENTATION AND WASTE CONTROL." **The vote was unanimous and the motion** (Blonigan absent)

NEW BUSINESS D: First Reading of Ordinance: Update of City Code Regarding Transient Merchant

20. Glick reviewed the staff report and indicated that the new ordinance format provides a streamlined approach to considering food truck requests. She noted that zoning also restricts areas where food trucks are allowed.
21. Member Backen asked Glick to follow up on issuance of license requirements for state licensing for food trucks.
22. Glick confirmed that the intent is that the license would be required both for food trucks and food trailers.
23. Member Rogan **MOVED**, seconded by Member Backen to hold the first reading of Ordinance No. 16-03: "AN ORDINANCE AMENDING THE ROBBINSDALE CITY CODE SECTION 1120 TRANSIENT SALES TO DISTINGUISH BETWEEN STATIONARY FOOD TRUCKS AND TRUCKS FOLLOWING A SET ROUTE." **The vote was unanimous and the motion carried.** (Blonigan absent)

OTHER BUSINESS A: Disbursement Requests for Period Ending 02/02/16

24. Member Selman **MOVED**, seconded by Member Rogan to approve disbursement requests for period ending February 2, 2016. **The vote was unanimous and the motion carried.** (Blonigan absent)

ADMINISTRATIVE REPORTS/COUNCIL COMMUNICATIONS

25. Glick reminded Council that the Regular Monthly Work Session will follow tonight's meeting.
26. Glick noted two upcoming public hearings: On Tuesday, February 9th there will be a public hearing at 7:30 p.m. to obtain public input on the proposed use of portions of Sochacki Park for LRT construction staging, and on Tuesday, February 16th at 7:00 p.m. there will be a public hearing related to the Metro Blue Line Extension Municipal consent consideration. There will also be a 6:00 p.m. Open House preceding the February 16 public hearing to provide opportunity to view preliminary design plans and to ask questions.

27. Glick announced that a snow emergency was starting at 10:00 p.m. and City media had been updated with this information midafternoon today.
28. Member Selman noted that tomorrow at 7:00 p.m. the Robbinsdale Crime Prevention Association will be meeting at the Police/Fire Building.
29. Member Selman reported on last Sunday's Bowling Fundraiser for the Beyond the Yellow Ribbon organization.
30. Member Backen extended congratulations to the Mayor on another year as the official Weed Inspector.
31. Mayor Murphy mentioned last Saturday's Legislative Breakfast with area cities and legislators to discuss issues including the additional data related costs for public cameras.
32. Mayor Murphy asked residents, if they are able, to assist neighbors with shoveling.

ADJOURNMENT

33. Member Rogan **MOVED**, seconded by Member Selman to adjourn the meeting at 7:48 p.m. **The vote was unanimous and the motion carried.** (Blonigan absent)

Millie Marsh, Recorder

Regan L. Murphy, Mayor

City of Robbinsdale
REGULAR MONTHLY CITY COUNCIL WORK SESSION MINUTES
FEBRUARY 2, 2016
7:50 p.m.

CALL TO ORDER:

1. Mayor Pro Tem Backen called the meeting to order at 7:50 p.m.
2. Present: Rogan, Selman, Mayor Murphy, Mayor Pro Tem Backen
Absent: Blonigan
Staff: Marcia Glick, City Manager; Rick Pearson, Community Development Coordinator
3. Glick noted the applicant for the first discussion item was not present.

DISCUSSION: Revised Plan for Annual Goal Session

4. There was acknowledgement that finding a Saturday where the facilitators and the council members were all available was not going to work for 2016. It was agreed that a 2017 work session would be scheduled for either January 21 or 28, 2017 depending on Mayor Murphy's work schedule. *(It will be scheduled 1-28-17.)*
5. The 2016 Goal Session meeting facilitated by staff will occur on March 8th at 7 pm with the REDA meeting shifted to start at 6 p.m.

DISCUSSION: Schedule for Lake Regulation Review

6. There was a review of the discussion of updating the lake regulations. The current regulations for South Twin Lake were written when there was swimming. The Lower Twin Lake Association had reported that the group was split 50-50 on whether to support revising the regulations. Council decided to table discussion until Councilmember Blonigan could provide input.

REVIEW: Request for Support for an Application to CDBG Consolidated Pool for Bridgeway Apartments

7. Lori Boisclair, president of Reprise Associates LLC, the owners of the 45-unit Bridgeway Apartments requesting \$400,000 from the CDBG consolidated pool funds, had been expected to attend the meeting but thought that the meeting would be canceled given the weather conditions.
8. Glick distributed an annotated report on police calls noting that in 2014-15 there were 7 nuisance calls to the property. There are no current nuisance call issues at the property, and the property managers have been responsive and evicted tenants where issues have arisen according to the police.
9. Council members noted that the report showed an enormous amount of police services provided to the property and reports that some area home owners had decided to move away from the area. There was interest in having the property adding surveillance equipment and addressing sump pump connections.

10. Council members discussed whether there would be redevelopment interest in the site given the proximity of the new light rail station.
11. Since Ms. Boisclair could not attend, it was determined:
 - Discussion would be tabled until 6 p.m. next Tuesday before the REDA meeting so that Ms. Boisclair could attend.
 - Marcia Glick will contact developers to discuss redevelopment potential for the Bridgeway and Windsor Court sites. Preference in seeing a mixed income development.
 - George Selman was going to contact Lori Boisclair with his questions.

UPDATE: Project Updates

12. McCoy answered questions about the planned watershed carp harvest plan for carp removal in the Twin Lakes. The specific funding is for Twin Lakes not Crystal Lake. There was a discussion on whether there had been more recent fish counts than the 10-year old information found on the web. There was interest in exploring whether companies were in service that would harvest carp at no fee.

ADJOURNMENT

13. The meeting was adjourned by Mayor Pro Tem Backen at 9:15 p.m.

Rick Pearson, Recorder

Pat Backen, Mayor Pro Tem

City of Robbinsdale
CITY COUNCIL WORK SESSION MINUTES
February 9, 2016
6:00 p.m.

CALL TO ORDER

1. Mayor Pro Tem Backen called the meeting to order at 6:00 p.m.
2. Present: Blonigan, Rogan, Selman, Mayor Murphy, Mayor Pro Tem Backen
Staff: Marcia Glick, City Manager; Rick Pearson, Community Development Coordinator

REVIEW: Request for support for an application to CDBG Consolidated Pool for Bridgeway Apartments

3. **Lori Boisclair**, representing owner/manager of Bridgeway Apartments, noted Bridgeway Apartments is requesting CDBG funding for improving 4 of their apartment buildings, including Bridgeway in Robbinsdale. Other Boisclair properties are in Brooklyn Park, New Hope, White Bear Lake, St. Paul, Burnsville, River Falls, Red Wing, Hutchinson and Duluth. They are also working on a project in Edina at 7200 France Avenue South.
4. Forty-five of the Bridgeway Apartment units, which are project-based Section 8, required adhering to rent and income limits, and 11 units receive Section 8 rental subsidy. Post renovation, 5 of the non-Section 8 units will house families facing long-term homelessness.
5. The Land Use Restrictive Agreement with the Federal Government requires the site to remain as a Section 8 use, and relocating tenants is highly expensive. Windsor Court was not project based, and there were no tax credits.
6. Boisclair intends to add amenities including a functional work-out room and furnished lounge areas. A management office is needed but not practical.
7. Screening guidelines were reviewed. Upgrades will help to make units attractive to tenants with options.
8. (Blonigan arrived at 6:20 p.m. Mayor Murphy arrived at 6:25 p.m.)
9. Council supported the advanced security plans.
10. It was noted Bridgeway Apartments had received good ratings from MHEA, HUD, and City Inspectors.

ADJOURNMENT

11. Mayor Pro Tem Backen adjourned the meeting at 6:28 p.m.

Rick Pearson, Recorder

Pat Backen, Mayor Pro Tem

City of Robbinsdale
CITY COUNCIL SPECIAL MEETING MINUTES
February 9, 2016
7:30 p.m.

CALL TO ORDER

1. Mayor Murphy called the meeting to order at 7:30 p.m.
2. Present: Blonigan, Rogan, Selman, Backen, Mayor Murphy
Staff: Marcia Glick, City Manager; Rick Pearson, Community Development Coordinator

Public Hearing: Proposed Temporary Occupancy of Sochacki Park for Construction Staging Related to the proposed Grimes Pond Light Rail Bridge

3. Mayor Murphy noted the purpose of this public hearing is to receive public comment regarding the proposed use of Sochacki Park for construction staging for the Grimes Pond Light Rail Bridge. There will be a short presentation with an overview of the proposal. The public hearing will then be opened and those interested in commenting will be invited to come forward.
4. City Manager Glick noted there will be no vote on the proposal tonight and that this public hearing provides an opportunity for Council to listen to public comment. For people who were unable to make tonight's meeting, the presentation will be available online after the meeting. Public comments can be sent by email and will be collected through next week. The comments will then be compiled for the March 2, 2016 City Council meeting when Council will consider the proposal.
5. Kathryn O'Brien from Metropolitan Council presented a Power Point presentation on the proposal. Highlights included review of the proposed staging area, summary of mitigation and enhancement commitments, off-road trail connection to TWRP and next steps. Ms. O'Brien stressed that after looking at many options, the one proposed would have the least impact. The plan had been coordinated with Robbinsdale and Golden Valley staff, Park & Recreation staff, Three Rivers Park District and others to ensure that the right plan is in place as well as the means to restore the park. She said they also felt it important to keep access to the park and activities and to maintain trail connections. She noted there will be fencing between the trails and construction area.
6. Ms. O'Brien noted next steps include obtaining input from the public on concept, document in project's final EIS and Phase II Environmental Site Assessment and coordination with MPCA.
7. Mayor Murphy explained that the Sochacki Park JPA (Robbinsdale, Golden Valley and Three Rivers Park District) was formed to manage the new Sochacki Park. He and Council Member Backen are on the Board as well as representatives from Three Rivers Park District and Golden Valley. He commented on the time they had spent on

addressing this proposal for construction staging. They spent quite a bit of time on the principles and actions not only to address the park's use but the aftermath.

8. Member Rogan asked how long a construction period is expected. Ms. O'Brien said they are estimating around 18 months or so but more on the staging and timing will be known later on.
9. Mayor Murphy asked about the timeline for completion. Ms. O'Brien indicated heavy construction is expected to start in 2018 and advanced work in 2017.
10. Member Blonigan asked about the Bonnie Lane connection at the cul-de-sac in Golden Valley. Ms. O'Brien noted the future connection would go under a newly constructed Golden Valley bridge and connection would run adjacent to the new BLRT as an off-road connection. There will still be the opportunity to access Golden Valley Road.
11. Mayor Murphy mentioned the CIP that the JPA had been working on with the Park & Recreation departments and how this proposal will allow some of their 5-year planned improvements to be included.
12. Mayor Murphy opened the public hearing inviting anyone wishing to speak to step forward.
13. **Kate Richardson**, 3965 West Broadway, asked about any plans in place to prevent ground flow and to help protect the habitat of certain endangered species, such as turtles.
14. Mayor Murphy noted that the park will still have open areas during construction. He stressed the importance of open communication during the project. David Davies, the Metro Blue Line Extension Community Outreach Coordinator, will be providing information updates throughout the project. The City will provide updates on its website and Facebook. Mayor Murphy stated that he has confidence that the restoration and improvements will make the park better.
15. Glick referenced the map showing the area from the trails to the park and reiterated there will still be use of the undisturbed areas of the park. Glick also noted that building the bridge across Grimes has the least possible impact to the ponds and would not require displacement of water and having to put in new ponds.
16. Ms. O'Brien noted in response to Ms. Richardson's concerns, that the DNR database shows there are Blanding Turtles (which are an endangered species), and measures will be taken so contractors are aware of this. In regard to erosion control, there are regular stormwater protection plan measures as part of the national NPDES essential permit requirements with regulatory agencies to maintain water quality while construction is taking place.
17. **Bonnie Tjaden**, 4016 Major Ave N, asked if any homes will be demolished for the BLRT noting she lives close to the railroad tracks. She said they bought their beautiful home from the City, which was built by Hennepin Tech.

18. Mayor Murphy replied no to Ms. Tjaden's question, and Glick noted all the BLRT construction will be inside the railroad right-of-way with the possibility of some homes very close to the tracks needing retaining walls. She offered to go over the map with Ms. Tjaden after the meeting to show her the location of the homes close to the tracks.
19. Ms. Richardson asked about a plan to rebuild the natural spaces in the park to help bring back any animals disturbed by the construction.
20. Mayor Murphy pointed out that #4 listed under the Summary of Mitigation/Enhancement Commitments calls for implementation of a revegetation plan.
21. Glick indicated that there probably would be some wooded type of plantings in the north staging area and noted a dog park was previously identified for this area. Currently, there is not a lot of detail but more will come through the consultation process.
22. Mayor Murphy emphasized that the partnership with the JPA is to improve the park and believes the proposal will result in a great improvement.
23. Mayor Murphy asked the City Manager about email contacts for comments to be sent to. Glick said comments can be sent to the City at webmaster@ci.robbinsdale.mn.us or by going to the City's contact page for City Manager's email address. She asked that names and addresses be included in the email so staff will have a better understanding of the area the emails are coming from. Emails would be shared with Council. It was noted that emails could be sent to Council Members as well.
24. Glick noted the vote on consideration of the proposal will be on the March 2, 2016, City Council agenda. She also noted that the February 16, 2016, 7:00 p.m. Council meeting will have a public hearing related to BLRT components, crossings, etc.
25. Glick invited anyone of those present who are interested could stay after the meeting and that she would go over the map and answer questions.
26. Member Selman **MOVED**, seconded by Member Rogan to close the public hearing. **The vote was unanimous and the motion carried.**

ADJOURNMENT

27. Member Rogan **MOVED**, seconded by Member Blonigan to adjourn the meeting at 8:03 p.m. **The vote was unanimous and the motion carried.**

Millie Marsh, Recorder

Regan L. Murphy, Mayor

ROBBINSDALE SENIOR COMMISSION

Monday, January 4, 2016

Robbinsdale City Council Chambers

CONSENT B

Chair Bjorkquist called meeting to order at 6:01 pm in the Council Chambers of Robbinsdale City Hall.

Members present: Bjorkquist, Cleveland, Holtz, Montanez

Members absent: Ruppert

Others present: Pam Schmitz, Recreation Programs Manager

Motion by Montanez, seconded by Cleveland to approve minutes of the regular meeting of December 7, 2015. Motion passed.

Oaths of Office: Bjorkquist, Ruppert and Montanez

Bjorkquist and Montanez completed and signed their oaths of office.

Election of Officers: Chair and Vice Chair

Nominations were made and accepted for Bjorkquist and Cleveland to continue as Chair and Vice-Chair, respectively. Election approved by general consent.

Old Business

a. Winter & Overall Safety updates

Briefly discussed the recent article in the SunPost concerning a bike accident. Discussed and decided to include some bike safety tips in the Pedestrian Safety power point presentation. Discussed bike rodeos as another educational tool and possibilities of partnering with North Memorial, Police Department, Churches and other organizations that might be interested.

Safety card size and format was discussed. General consensus was to explore a 5x5 format. Bjorkquist reported on his meeting with Broadway Awards and shared information on reflective wristbands and reflective lanyards. Discussion followed on these items along with possibility of safety vests. Funding possibilities were then discussed. Holtz volunteered to check into North Memorial Foundation. Discussed that the safety tip card could be given out with the reflective item. Depending on costs, a bright neon colored t-shirt might also be an item to consider. Members agreed that minimum number should be 1000 to be able to give out after the safety presentation and at other community events.

Safety presentation was discussed and the following suggestions were made: to add a slide or two on bike safety, to add a slide stating presentation was developed by the Senior Commission. The suggestion was to also work with schools to create a presentation for youth as well.

Motion made by Cleveland to approve the safety power point presentation created by Montanez with the suggested changes and to recommend that the City Council approve the presentation and allowing Commissioners to present to interested organizations. Holtz seconded the motion. Approved unanimously.

Discussed the approved presentation could be scheduled with the following groups; Friendly Robins, Robbinsdale Chamber of Commerce, local churches, Copperfield and other senior housing facilities. Once a version for youth is created, schools and scouting groups could be contacted.

Programing ideas

Montanez contacted Wicked Wort brewery. They are interested in working with the Commission and the City to offer a special event for 55+ adults. General consensus was to move forward. Montanez and city staff will meet with Wicked Wort owners to work out details for an event this spring or summer.

Discussed offering a "senior" bicycling program this summer. Recreation staff will look into details.

Commission Membership

Still looking to fill in the 2 vacant spots.

Motion to adjourn by Montanez, seconded by Holtz, passed unanimously at 7:28 pm.

Respectfully submitted by Pam Schmitz, staff liaison.



MEMORANDUM

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: February 16, 2016

RE: Approval of Licenses

Background:

As required by City Code, contractor and business licenses issued in the City of Robbinsdale must be approved by the City Council. Attached is a list of applicants requesting a license or license renewal to operate within the City. All appropriate fees have been paid and certificates of insurance and bonds, if required, have been filed with the City Clerk.

Recommendation:

By motion approve issuance of licenses dated February 16, 2016.

Marcia E. Glick

Marcia Glick, City Manager

CONCURRENCE:

Tom Marshall

Tom Marshall, City Clerk

CONTRACTORS' LICENSES FOR COUNCIL APPROVAL 02/16/2016

<u>Applicant</u>	<u>Type</u>	<u>License Fee</u>
AIRTECH HEATING & COOLING	Mechanical Contractor	50.00
CROWN DRAIN CLEANING SERVICE	Plumbing Contractor	50.00
ENGELSMA CONSTRUCTION INC	General Contractor	50.00
GOLDEN VALLEY HEATING & AIR	Mechanical Contractor	50.00
JACK BRANCEL	General Contractor	50.00
JOE'S PLUMBING INC	Plumbing Contractor	50.00
LEGACY MECHANICAL SERVICES LLC (PL)	Plumbing Contractor	50.00
MAJESTIC PLUMBING INC	Plumbing Contractor	50.00
MARK McCOLLUM PLUMBING	Plumbing Contractor	50.00
MATT'S TREE SERVICE INC	Tree Trimmer	50.00
MINNESOTA TREE EXPERTS INC	Tree Trimmer	50.00
NEIL HEATING & A/C INC	Mechanical Contractor	50.00
P & D MECHANICAL CONTRACTING CO (PL)	Plumbing Contractor	50.00
PRECISION LANDSCAPE & TREE INC	Tree Trimmer	50.00
PRESSURE CREEK PLUMBING	Plumbing Contractor	50.00
SMITH & COLE STUCCO AND STONE LLC	General Contractor	50.00
ST CROIX FIRE & SAFETY INC	Fire Suppression	50.00
STAFFORD HOME SERVICES INC	Mechanical Contractor	50.00
TITAN HEATING & COOLING INC	Mechanical Contractor	50.00

Number of Contractor Licenses Requesting Council Approval: 19



City of Robbinsdale

CONSENT D

MEMORANDUM

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: February 16, 2016

RE: Application from Birdtown Half Marathon for Street Spanning Banner
for their May 21, 2016 Birdtown Half Marathon 8K-4K-Lil' Birdie Fun Run

Background:

The City Council is required to review/approve all proposed banners prior to the applicant proceeding to produce the banner.

Analysis/Conclusion:

City Code specifies the following conditions for banners:

- Promoting noncommercial, community-wide event open to the general public
- Message to advertise a City special event, City partnership event, or event by a not-for-profit organization which has substantial community-wide interest.

Other items required to be reviewed:

Banner is proposed to be displayed for 2 weeks (allowed).

Banner application is due 30 days prior to the date the banner is to be displayed

There is no commercial sponsorship included on this banner (such sponsorship would be limited to 15% of the banner area with a name or logo.)

Details of banner materials will be discussed administratively after design approval by City Council.

The proposed banner (shown in Attachment 1) contains the Birdtown Half Marathon logo as sponsor for the event. The Birdtown Half Marathon would be re-using the same banner design as last year. They would be paying the permit fee. The event is May 21, 2016, and the request would be to install the banner between May 16, 2016 and May 23, 2016 depending on the delivery date of the banner which cannot be ordered prior to Council approval.

Recommendation:

By motion, approve the street spanning banner proposed by Birdtown Half Marathon which may be installed May 16, 2016 thru May 23, 2016.

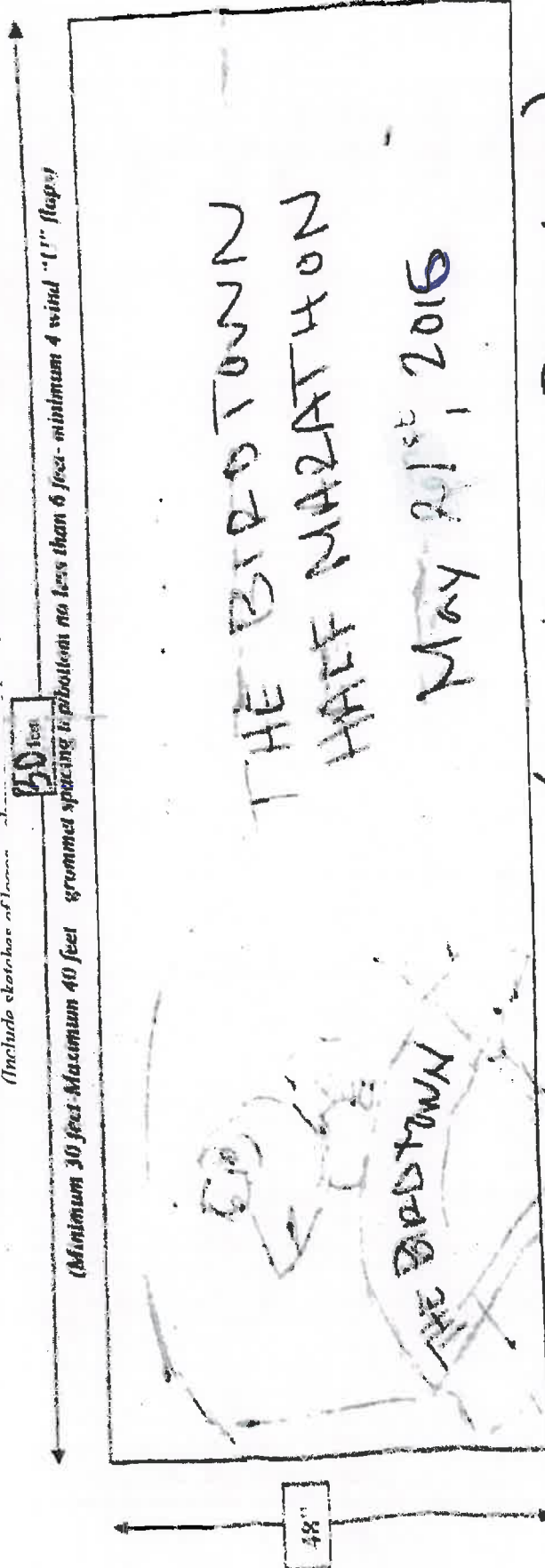
Marcia Glick, City Manager

City of Robbinsdale – West Broadway Banner Application

Date of Application: 2-2-2016 Organization: The Birdtown Half Marathon Install date (Monday): May 16
 Removal date (Monday): May 23
 Contact Person: Regan Murphy Email Address: regan.murphy@comcast.net Phone Number: 763 360 0350

Proposed Banner Message

Banner message to include title of event, logos, dates/time/place and may describe activities
 (Include sketches of banner)



Banner Material: 100% vinyl (on the run Promotions)

Staff use:

Date Scheduled for City Council review:

Application Fee:

Fee is \$100 per installation unless community group has prepaid \$750 towards the cost of installing the banner poles



City of Robbinsdale

MEMORANDUM

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: February 16, 2016

RE: Application from Robbinsdale Chamber for Street Spanning Banner
Annual Eggstravaganza

Background:

The City Council is required to review/approve all proposed banners prior to the applicant proceeding to produce the banner.

Analysis/Conclusion:

City Code specifies the following conditions for banners:

- Promoting noncommercial, community-wide event open to the general public
- Message to advertise a City special event, City partnership event, or event by a not-for-profit organization which has substantial community-wide interest.

Other items required to be reviewed:

Banner is proposed to be displayed for 2 weeks (allowed).

Banner application is due 30 days prior to the date the banner is to be displayed

There is no commercial sponsorship included on this banner (such sponsorship would be limited to 15% of the banner area with a name or logo.)

Details of banner materials will be discussed administratively after design approval by City Council.

The proposed banner (shown in Attachment 1) contains the Robbinsdale Chamber of Commerce logos as sponsors for the event. They would be re-using the same banner design as last year. The permit fee has already been pre-paid by the Chamber. The event is March 19th and the request would be to install the banner between March 7 and March 21 depending on the delivery date of the banner which cannot be ordered prior to Council approval.

Recommendation:

By motion, approve the street spanning banner proposed by Robbinsdale Chamber of Commerce which may be installed March 7, 2016 thru March 21, 2016

Marcia Glick, City Manager



EGGSTRAVAGANZA TIME!!
THIS SATURDAY - ROBBINSDALE CITY HALL 1PM
PRIZES, MUSIC, FUN, AND MINI ROBBINSDALE ACTIVITIES
FOR CHILDREN AGE 9 AND UNDER



MEMORANDUM

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: February 16, 2016

SUBJECT: Accept Quote for Recladding of Pole Barn – City Project 18516

Background:

Part of the approved 2016 Capital Improvement Plan is the metal re-siding of the Pole Barn at the Public Works compound. The Pole Barn is used as cold storage for many materials used by Public Works in the course of their duties, in addition to multiple City owned pieces of equipment. The existing siding is aged and has multiple holes and general wear and tear. In order to keep the space inside and the structural elements of the building dry and safe from the elements, timely replacement is recommended.

While inspecting the building it was noticed that the roof metal is also starting to show signs of fatigue, and that it would be prudent to replace this part of the cladding at the same time. The 2016 budget includes an allocation of \$ 25,000 for the re-siding. Approved budget allocations also include \$ 40,000 for PW Garage Repairs.

Prices for the work elements were obtained from two companies –

<u>Company</u>	<u>Walls</u>	<u>Roof</u>	<u>Total</u>
Structural Buildings	\$ 18,519	\$ 22,972	\$ 41,191.00
Lester Buildings	\$ 32,946	\$ 39,410	\$ 72,356.00

A third company was approached (Morton Buildings), however only a price to replace the roof was supplied (\$ 36,594). The submissions received will be available for review at the meeting.

Based on approved budget allocations, it is recommended that Structural Buildings of Becker, MN be contracted to replace the metal siding and roofing of the Pole Barn at the Public Works compound for a total estimated cost of \$ 41,191.00.

Recommendation:

By motion, authorize the Mayor and City Manager to enter into a contract with Structural Buildings of Becker, MN for metal re-siding and re-roofing of the Pole Barn in the Public Works compound for the amount of \$ 41,191.00.


 Marcia Glick, City Manager

CONCURRENCE:


 Richard McCoy, P.E.
 Public Works Director / City Engineer



City of Robbinsdale

TO: Mayor and City Council
FROM: Marcia Glick, City Manager
DATE: February 16, 2016
RE: Execution of Schedule of Compliance Agreement
with Minnesota Pollution Control Agency

Background

The City of Robbinsdale is in the process of completing requirements identified in an MPCA audit on September 15, 2015 including but not limited to:

- Adopt an ordinance relating to erosion, sedimentation and waste control for land disturbing activities of 1 acre or larger.
- Develop written procedures for receipt and consideration of construction activity noncompliance
- Develop written procedures for site plan review
- Distribute educational materials to the public focused on illicit discharge recognition and reporting.

Analysis/Conclusion

MPCA requires execution of a Schedule of Compliance Agreement setting forth the time frame by which the City will complete requirements and penalties for violation of the schedule which is required to be executed by the Mayor and City Manager. The agreement is classified as private by MPCA until execution by both parties. It has been reviewed by the City Attorney, City Manager, and Public Works Director. The document is available for City Council review on request and will be available for review by the public after execution.

Recommendation

By motion, authorize the Mayor and City Manager to execute the Schedule of Compliance Agreement between Minnesota Pollution Control Agency and City of Robbinsdale.

Marcia Glick, City Manager



City of Robbinsdale

To: Mayor and City Manager
From: Marcia Glick, City Manager
Date: 2/16/2016
RE: Subdivision Request for Street Name Change – 2nd Reading

Background

The residents on 46 ½ Ave N cul-de-sac (connecting with France) have unanimously petitioned to have the street name changed to Natureview Circle (referencing the plat name Schultz Nature View). The petition specifically requests the name to be one word.

Analysis/Conclusion

State Statute requires a street name change to be approved by ordinance and the document needs to be filed with County Records; potentially both registered (Torrens) and abstract. The petitioners have agreed to pay all costs related to the street name change including the new sign blade, city attorney fees, and recording fees.

First reading was held on January 19, 2016.

Recommendation

Hold the second reading of ORDINANCE 16-1 “AN ORDINANCE RENAMING 46 ½ AVENUE NORTH CUL-DE-SAC IN SCHULTZS NATURE VIEW ADDITION TO NATUREVIEW CIRCLE” shown in Attachment 1.



Marcia Glick, City Manager

Member _____ moved and Member _____ seconded a motion that the following Ordinance, which was given its first reading on January 19, 2016, be given its second reading this 16th day of February, 2016, and that it be adopted.

ORDINANCE NO. 16-01

AN ORDINANCE RENAMING 46 ½ AVENUE NORTH CUL-DE-SAC
IN SCHULTZ'S NATURE VIEW ADDITION TO NATUREVIEW CIRCLE

THE CITY OF ROBBINSDALE DOES ORDAIN:

Section I. The residents along the 46 ½ Avenue North cul-de-sac, which connects to France Avenue and is further identified on Exhibit A, unanimously petitioned the city to rename this portion of 46 ½ Avenue North to Natureview Circle and agreed to pay all costs associated with the name change.

Section II. Pursuant to Minnesota Statutes, section 440.11, the city has the authority to name and rename streets within its city by ordinance, with said ordinance being recorded immediately after its publication.

Section III. The 46 ½ Avenue North cul-de-sac as identified on Exhibit A is hereby changed to be known as Natureview Circle.

Section IV. The street addresses of the seven properties along that certain 46 ½ Avenue North cul-de-sac will change as a result of this renaming to Natureview Circle, but their individual house numbers will not change as a result of this renaming.

Section V. The above street name and address changes shall be effective beginning March 28, 2016.

Section VI. That the following summary clearly informs the public of the intent and effect of the ordinance and is approved for publication: "The purpose of this ordinance is to rename the cul-de-sac 46 ½ connecting to France Avenue as Natureview Circle."

Section VII. City staff are authorized and directed to transmit a copy of this ordinance after its effective date to the Hennepin County Recorder and Registrar, the United States Postal Service, the providers of local emergency services and other relevant parties for the purposes of updating their records and to collect the street renaming costs from the petitioners.

First Reading: YEAS: Backen, Blonigan, Rogan, Selman, Mayor Murphy

NAYS: None

Second Reading: YEAS:

NAYS:

Passed by the City Council this 16th day of February 2016.

Regan L. Murphy, Mayor

ATTEST:

Tom Marshall, City Clerk

EXHIBIT A

Depiction of Renamed Road Segment



Hennepin County, Minnesota	Lot Blk	Street Address	City	PID
SCHULTZS NATURE VIEW	001 001	3900 46 1/2 AVE N	ROBBINSDALE	10-118-21-34-0101
SCHULTZS NATURE VIEW	002 001	3904 46 1/2 AVE N	ROBBINSDALE	10-118-21-34-0102
SCHULTZS NATURE VIEW	003 001	3908 46 1/2 AVE N	ROBBINSDALE	10-118-21-34-0103
SCHULTZS NATURE VIEW	004 001	3912 46 1/2 AVE N	ROBBINSDALE	10-118-21-34-0104
SCHULTZS NATURE VIEW	005 001	3909 46 1/2 AVE N	ROBBINSDALE	10-118-21-34-0105
SCHULTZS NATURE VIEW	006 001	3905 46 1/2 AVE N	ROBBINSDALE	10-118-21-34-0106
SCHULTZS NATURE VIEW	007 001	3901 46 1/2 AVE N	ROBBINSDALE	10-118-21-34-0107

MEMORANDUM

TO: Mayor and City Council

FROM: Marcia Glick, City Manager

DATE: February 16, 2016

SUBJECT: Approve Joint Purchase of Road Maintenance Equipment and Approve Joint Powers Agreement with the City of Crystal for the Purchase and Use of the Equipment – City Projects #8080 and #8081

Background:

Part of the approved 2016 Capital Equipment budget is the joint purchase of a crack router and asphalt melter. These pieces of equipment are used in late winter / early spring to fill cracks in road surfaces to prevent water penetration and degradation of the road base. In past years, City staff has rented the equipment, however availability at the time needed has proven to be problematic. Robbinsdale staff has spoken to Crystal staff and it has been deemed in both cities best interest to share in the cost of equipment that would have considerably more favorable availability.

The equipment is available on State Government Contract, and it is proposed that the purchase cost would be shared 50/50 between the two cities. The elements of the purchase include –

Equipment	Contract #	Total Price	Each City's Share
Cimline Crack Router	P-961(5)	\$ 11,825.00	\$ 5,912.50
Cimline Asphalt Melter	P-961(5)	\$ 42,425.00	\$ 21,212.50
		TOTAL	\$ 27,125.00

Approved budget allocations for Robbinsdale's share are \$ 6,000 for the router and \$ 25,000 for the melter (Total \$ 31,000).

In order to formalize the joint purchase and co-ownership of the equipment, a complimentary Joint Powers Agreement has been formulated by the Attorneys for both cities and this is included as **Attachment 1** for Council Members information.

Based on approved budget allocations, it is recommended that City Council approve the joint purchase of the equipment as identified for a total City share of cost of \$ 27,125.00.

It is also recommended that the Joint Powers Agreement for the equipment be approved and that the Mayor and City Manager be authorized to sign the document on behalf of the City.

Recommendation:

By motion, authorize the joint purchase of a Cimline Crack Router and Asphalt Melter with the City of Crystal for a total City share of cost of \$ 27,125.00.

By motion, approve the Joint Powers Agreement for the purchase and use of the equipment, and authorize the Mayor and City Manager to sign the document on behalf of the City



Marcia Glick, City Manager

CONCURRENCE:



Richard McCoy, P.E.
Public Works Director / City Engineer

**JOINT POWERS AGREEMENT BETWEEN THE CITY OF CRYSTAL
AND THE CITY OF ROBBINSDALE FOR THE COOPERATIVE
PURCHASE AND USE OF PUBLIC WORKS MAINTENANCE EQUIPMENT**

This Joint Powers Agreement ("Agreement") is made and entered into this ____ day of _____, 2016 by and between the City of Crystal ("Crystal") and the City of Robbinsdale ("Robbinsdale"), municipal corporations within the State of Minnesota, collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS

- A. Each of the Parties own or have need of certain public works maintenance equipment that is used only occasionally or for a limited period of time each season (generally, the "Equipment").
- B. Rather than each Party incurring the costs to purchase, maintain, and store such Equipment, the Parties agree it is in their mutual best interests to establish a cooperative agreement whereby they share in the acquisition and use of new Equipment as well as provide a means for the sharing of Equipment separately owned by the Parties.
- C. The Parties are authorized pursuant to Minnesota Statutes, section 471.59 to exercise their shared powers cooperatively and jointly in the purchase and use of such Equipment.

AGREEMENT

In consideration of the mutual undertakings and understandings expressed herein, the Parties hereby agree as follows:

- 1. **Purpose.** The purpose of this Agreement is to establish a process for the Parties to agree to cooperatively purchase, use, maintain, and store Equipment and to establish a process for a Party to borrow Equipment owned by the other Party.
- 2. **Responsible Party.** Crystal shall serve as the responsible Party ("Responsible Party") for purchasing, insuring, and storing Equipment cooperatively purchased under this Agreement, unless the Parties agree Robbinsdale will serve as the Responsible Party with respect to one or more of these responsibilities regarding a particular item of Equipment. The designation of Robbinsdale as the Responsible Party in any respect shall be in writing signed by the Director of Public Works ("Director") for each Party. The written designation shall specifically identify the item of Equipment and the particular responsibilities Robbinsdale is assuming with respect to that Equipment. The Party serving as the Responsible Party to purchase an item of Equipment shall also be required to insure the Equipment.
- 3. **Cooperative Purchase of Equipment.** The Parties agree the cooperative purchase of the Equipment shall be accomplished in accordance with this section.

- (a) Proposal to Purchase. Each Party, through its Director, may propose to the other Director the cooperative purchase of a new or replacement item of Equipment that would be beneficial to both Parties in providing public works maintenance services within their respective cities. If the Directors agree to proceed with the proposed purchase, each shall seek such approvals as may be required to authorize the cooperative purchase of the identified item of Equipment.
- (b) Purchase. Upon authorization by both Parties, the Responsible Party agrees to undertake the necessary process to purchase the item of Equipment in accordance with all applicable public contracting laws. The Director for each Party shall agree on the specifications for the item of Equipment before the Responsible Party formally undertakes the purchasing process.
- (c) Cost Share. Each Party shall be responsible for 50% of the purchase price of the item of Equipment.
- (d) Storage. The Responsible Party shall securely store the Equipment when it is not in use by either Party. The Party who is not the designated Responsible Party for a particular item of Equipment shall be responsible for storing it when the Party is using it and the Party shall then promptly return the Equipment to the Responsible Party for storage.
- (e) Insurance. The Responsible Party shall insure the Equipment purchased under this Agreement and agrees to name the other Party as an additional insured on the policy. The non-responsible Party agrees to reimburse the Responsible Party for 50% of the costs of the insurance. Each Party shall be responsible for maintaining its own general liability insurance and workers' compensation insurance covering its own employees while they are operating, maintaining, or otherwise utilizing the Equipment pursuant to this Agreement.
- (f) Payment. The Responsible Party shall pay for the Equipment it purchases and insures under this Agreement and shall invoice the other Party for its share of the costs. The invoiced Party is responsible for paying the Responsible Party within 30 days of receipt of the invoice. The same process shall apply to the payment of shared maintenance costs as provided herein. In the event a shared maintenance cost is estimated to exceed \$ 10,000.00, the Responsible Party agrees to obtain the prior written consent of the other Party.
- (g) Ownership. The Equipment shall be owned by the Responsible Party who purchased it, but upon disposition of the Equipment cooperatively purchased under this Agreement, the other Party shall be entitled to 50% of the proceeds of the sale as provided in the following paragraph.
- (h) Disposition. The Director for each Party must agree to dispose of an item of Equipment cooperatively purchased under this Agreement. The Party who served as the Responsible Party to purchase the item of Equipment shall be responsible for disposing of it and promptly paying the other Party its 50% share of the proceeds from the sale. If an item of Equipment is being traded in on a new item of Equipment, the trade-in value shall reduce the purchase price of the new item of Equipment in equal shares for both

Parties. The item of Equipment acquired through the trade-in shall be owned, used, and maintained in accordance with the terms of this Agreement. Before the item of Equipment is made available for purchase by the general public, a Party may elect to purchase the other Party's interest in an item of Equipment by paying 50% of the agreed upon value of the item of Equipment. Notice of an election to purchase must be provided in writing to the other Party within fifteen (15) days of the determination of the agreed upon value of the item of Equipment.

4. **Existing Equipment.** Each of the Parties own Equipment they purchased separately and that they desire to make available for use by the other Party. The Director of each Party shall identify for the Director of the other Party each item of Equipment that is available for use. These separate items of Equipment shall continue to be owned, insured, and subject to disposition by the Party that purchased it. The Parties, however, agree to make the identified items of Equipment available for use by the other Party as provided in this Agreement.

5. **Cooperative Use of Equipment.** The Parties agree the separately owned Equipment identified for shared use, and the Equipment cooperatively purchased under this Agreement, shall be available for use by the Parties in accordance with this section.

(a) Schedule. The Parties shall establish a schedule for the use of the Equipment to allow both Parties a reasonable period of time to utilize the Equipment.

(b) Use. Equipment shall only be used for its intended purpose. Neither Party shall lease, rent, loan, or otherwise permit Equipment cooperatively purchased pursuant to this Agreement to be used by anyone who is not a party to this Agreement without the written consent of the other Party.

(c) Storage. The Party who owns the Equipment shall be responsible for storing it when it is not in use by either Party unless the other Party is designated as the Responsible Party for the purpose of storage. The Party borrowing the Equipment shall promptly return the Equipment to the Responsible Party when it is done using it.

(d) Maintenance. The Responsible Party agrees to perform routine maintenance upon any equipment cooperatively purchased under this Agreement as well as store such equipment. Routine maintenance includes lubricants (grease, oil, or other fluids), repair of flat tire, etc. The other Party agrees to reimburse the Responsible Party for 50% of the costs of routine maintenance. Each Party agrees to ensure that the Equipment is cleaned and all fuel and fluids are full after use. Equipment owned entirely by one Party shall be maintained by that Party, except for the responsibility of the borrowing Party to clean and fill the fluids of the borrowed Equipment after its use.

(e) Liability. If the Equipment is damaged while it is being used by one of the Parties, that Party shall be responsible for paying 100% of any deductible on the insurance claim.

6. **Hold Harmless.** Each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other Party, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees, which the other Party, its officers and employees, may hereafter

sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying Party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing in this Agreement shall require a Party to indemnify, hold harmless, or defend the other Party for the other Party's own acts or omissions.

7. **Liability Limits.** It is understood and agreed that the Parties' liabilities shall be limited by the provisions of Minnesota Statutes, chapter 466, and/or other applicable law. The hold harmless provision of this Agreement does not constitute a waiver by any Party of limitations on liability provided under Minnesota Statutes, section 466.04, as amended. To the fullest extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a) as amended. Each Party to this Agreement expressly declines responsibility for the acts or omissions of any other Party. Each Party agrees to promptly notify the other if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, involving or reasonably likely to involve the other Party, and arising out of acts or omissions related to this Agreement.
8. **Workers Compensation.** It is hereby understood and agreed that any and all employees of a Party, the Party's contractors and subcontractors, and all other persons employed, retained, contracted with or otherwise engaged and all other persons employed by the Party related to this Agreement shall not be considered employees of the other Party and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees shall in no way be the obligation or responsibility of the other Party.
9. **Records.** Pursuant to Minnesota Statutes, section 16C.05, Subd. 5, the Parties agree that the other Party, the State Auditor, the Legislative Auditor, and any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Parties and involve transactions relating to this Agreement.
10. **Data Privacy.** Each Party, its employees, agents, owners, partners, and subcontractors, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.
11. **Default.** Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement.
12. **Withdrawal.** Any Party may terminate this Agreement upon notice given to the other Party. Only the governing bodies of the Parties have the authority to act pursuant to this provision of this Agreement. Upon a notice to withdraw from this Agreement, the Equipment shall be

sold at a fair market value in a manner consistent with state law. The proceeds from such a sale shall be divided equally among the Parties. In the alternative, the non-withdrawing Party may pay to the withdrawing Party an amount equal to 50% of the fair market value of the equipment and the non-withdrawing party may then keep the Equipment.

13. **Term.** The Parties agree the duration of this Agreement shall be governed by this section.

(a) Duration. This Agreement will be in force for a period of five years from the date of execution. Any Party may withdraw from this Agreement upon one hundred and eight (180) days' written notice of termination to the other Party. This Agreement will automatically renew for subsequent five-year terms unless either Party provides the other Party written notice at least ninety (90) days before the end of the then current term of its intent to not renew this Agreement.

(b) Equipment Division. On or before the expiration of this Agreement the Parties will determine whether to retain or dispose of the cooperatively purchased Equipment. The Parties agree to work in good faith to reach agreement on an equitable division of the retained Equipment. The disposal of any Equipment shall be accomplished in accordance with the disposition of cooperatively purchased Equipment as stated in paragraph 3(h) of this Agreement (based on its useful life remaining as determined by industry standards, or by a dealer appraisal if requested by a Party. If more than one Party wants to retain one or more cooperatively purchased items of Equipment, the Parties shall determine who will retain the Equipment by random drawing. Value will be determined by dealer appraisal selected by mutual agreement of the Parties. This disposition of the Equipment shall be completed as soon as is reasonably possible after the termination of the Agreement.

14. **Entire Agreement.** It is understood and agreed that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by both Parties.

15. **Severability.** If any part of this Agreement is rendered void, invalid or unenforceable by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either Party. The Parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

16. **Applicable Laws.** The laws of the State of Minnesota shall apply to this Agreement.

17. **Third Parties.** This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

####

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement effective as of the date first written above.

City of Crystal

City of Robbinsdale

By: _____
Mayor

By: _____
Mayor

Attest:

Attest:

By: _____
City Manager

By: _____
City Manager

Date: _____

Date: _____



MEMORANDUM

TO: Mayor and City Council
FROM: Marcia Glick, City Manager
DATE: February 16, 2016
RE: Robbinsdale Whiz Bang Days Use of City Logo

BACKGROUND

The Robbinsdale Whiz Bang Days Committee is seeking permission to use the City's logo on its parade float. The float carries the Whiz Bang Ambassadors and is used throughout the year at various locations. The Robbinsdale Whiz Bang Days Committee is a 501c3 organization which organizes and operates this annual community event.

ANALYSIS/CONCLUSION

The City's logo is the cornerstone of its visual branding and of its identity as a dynamic and forward thinking community and therefore use of this logo by another organization is to be approved by the City Council.

The Whiz Bang Days Committee has maintained a separate logo in the past with a few exceptions. Exceptions included use of the city logo as part of a fund raiser during Whiz Bang Days where the funds were to be contributed towards the pavilion project as well as use of the city logo on hand fans expected to be distributed through the parade route.

The Whiz Bang Days float appears in numerous parades across the state and the Whiz Bang Days Ambassadors have served as ambassadors for the City as well as for the community event, although the City plays no direct part in the ambassador program. Staff supports the use of the City logo on the parade float showing the City appreciation for the ambassador's role in highlighting the City as they travel to other communities.

RECOMMENDATION

By motion, authorize use of the City logo for the Robbinsdale Whiz Bang Days Float identifying the Whiz Bang Days ambassadors as ambassadors for the City of Robbinsdale.



Marcia Glick, City Manager



Tom Marshall, Director of Administrative Services



City of Robbinsdale

CONSENT K

MEMORANDUM

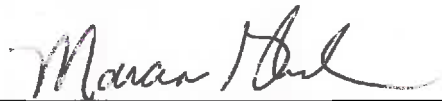
TO: City Council
FROM: Marcia Glick, City Manager
DATE: February 16, 2016
RE: Approval of Credit Card Charges and Payment

The City has issued credit cards to certain employees as designated by the City Manager. Credit card payments are made using the ACH payment method directly to the bank, no check is issued, and payment is required by a certain date to avoid finance charges.

The attached listings are the credit card payments made in the month of January 2016 representing charges for the period December 10, 2015 through January 9, 2016, for expenses for City operations.

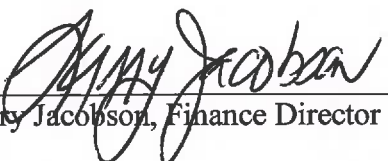
Recommendation

By motion approve the January 2016 payment for City credit card charges.



Marcia Glick, City Manager

CONCURRENCE:



Larry Jacobson, Finance Director

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

1/25/2016 - 1/25/2016

Company	Amount
01000 General Fund	4,740.46
06000 Water	468.00
06100 Sanitary Sewer	18.00
06200 Storm Sewer	5.90
06300 Solid Waste	18.00
06400 Liquor Operations	29.24
06700 License Center	17.78
07000 Central Garage	67.74
07100 Central Services	1,906.47

Report Totals

7,271.59

Council Check Register by GL
Council Check Register and Summary

1/25/2016 -- 1/25/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016031	1/25/2016		100292 U. S. BANCORP							
		50.91	ROVING MINDS		109039		1335.6214		Operating Supplies	Senior Programs
			Supplier 114767 BYERLY'S							
		50.00	GIFT CERTIFICATE		109040		1318.6214		Operating Supplies	Adult Taxable
			Supplier 114449 BROADWAY PIZZA							
		21.37	FRIENDLY ROBINS		109041		1335.6214		Operating Supplies	Senior Programs
		7.99	MOVIE DISCUSSION GROUP		109042		1335.6214		Operating Supplies	Senior Programs
		12.97	MOVIE DISCUSSION GROUP		109043		1335.6214		Operating Supplies	Senior Programs
			Supplier 114248 CUB FOODS							
		40.00	GIFT CERTIFICATE		109044		1318.6214		Operating Supplies	Adult Taxable
			Supplier 114449 BROADWAY PIZZA							
		18.83	COMMUNITY GYMS		109045		1305.6214		Operating Supplies	Community Center Operations
			Supplier 114310 TARGET							
		25.43	FRIENDLY ROBINS		109046		1335.6214		Operating Supplies	Senior Programs
			Supplier 114248 CUB FOODS							
		35.86	COMMUNITY GYMS - PHONE		109047		1305.6214		Operating Supplies	Community Center Operations
			Supplier 114314 CVS							
		26.95	FRIENDLY ROBINS		109048		1335.6214		Operating Supplies	Senior Programs
			Supplier 114248 CUB FOODS							
		392.50	OUT & ABOUT TRIP		109049		1335.6710		Recreation Services	Senior Programs
			Supplier 114995 FIRST STUDENT							
		4.07	FOOD FOR PRISONER		109050		1200.6702		Board of Prisoners	Police Support Services
			Supplier 114307 MCDONALDS							
		10.73	BOWLS FOR LUNCH & LEARN		109051		1200.6214		Operating Supplies	Police Support Services
			Supplier 114248 CUB FOODS							
		14.10	SNOW BRUSH FOR SQUADS		109052		1200.6214		Operating Supplies	Police Support Services
		.96-	OVERCHARGED TAX		109053		1200.6214		Operating Supplies	Police Support Services
		.96	OVERCHARGED TAX		109054		1000.2405		Due to State - Sales Tax	General Fund
			Supplier 116139 WALMART							
		.73-	OVERCHARGED TAX		109055		1200.6214		Operating Supplies	Police Support Services
		.73	OVERCHARGED TAX		109056		1000.2405		Due to State - Sales Tax	General Fund
			Supplier 114248 CUB FOODS							
		732.88	SENIOR TRIP		109057		1335.6710		Recreation Services	Senior Programs
			Supplier 115105 CHANHASSEN DINNER THEATRES							
		21.00	POSTAGE		109058		1200.6378		Postage & Shipping	Police Support Services
			Supplier 114303 US POST OFFICE							
		18.00	UTILITY CREDIT CARD		109059		6005.6720		Service Charges	Water Utility Administration
		18.00	UTILITY CREDIT CARD		109060		6105.6720		Service Charges	Sanitary Sewer Administration
		5.90	UTILITY CREDIT CARD		109061		6205.6720		Service Charges	Storm Sewer Administration
		18.00	UTILITY CREDIT CARD		109062		6305.6720		Service Charges	Solid Waste Operations
			Supplier							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016031	1/25/2016		100292 U. S. BANCORP						Continued...	
			114253 PAYPAL INC							
		15.00	REC WEB CREDIT CARD		109063		1300.6720		Service Charges	Recreation Administration
		15.00	REC WEB CREDIT CARD		109064		1300.6720		Service Charges	Recreation Administration
			Supplier 115203 PLUG N PLAY							
		102.00	BD OF ACCOUNTANCY		109065		1650.6514		Dues & Memberships	Financial Services
			Supplier 115147 MN BOARD OF ACCOUNTANCY							
		106.00	SAF MEMBER - PAPIZ		109066		1370.6514		Dues & Memberships	Forestry
			Supplier 116376 SOCIETY OF AMERICAN FORESTERS							
		150.00	IACP MEMBERSHIP DUES		109067		1200.6514		Dues & Memberships	Police Support Services
			Supplier 115525 INT'L ASSN OF CHIEFS OF POLICE (IACP)							
		290.00	MN CHIEFS OF POLICE DUES		109068		1200.8514		Dues & Memberships	Police Support Services
			Supplier 114510 MINNESOTA CHIEFS OF POLICE ASSOCIATION							
		166.25	FIRE FIGHTING GLOVES - OPHEIM		109069		1260.6216		Clothing & Personal Equipment	Fire Prevention / Suppression
			Supplier 114264 THE FIRE STORE							
		100.00	CREDIT RENTAL DEPOSIT		109070		7005.6338		Rentals/Leases	CG Building Operations
			Supplier 114826 HIGHWAY 55 RENTAL							
		150.00	HOSE CARGO STRAPS		109071		1260.6340		Repair & Maintenance	Fire Prevention / Suppression
		100.00	LABOR TEARSIN SEAT		109072		1260.6340		Repair & Maintenance	Fire Prevention / Suppression
			Supplier 115633 NORTH COUNTRY CANVAS							
		10.49	GLOVES		109073		7010.6216		Clothing & Personal Equipment	CG Vehicle Maintenance
		31.95	BATTERIES		109074		1260.6214		Operating Supplies	Fire Prevention / Suppression
			Supplier 114514 FLEET FARM							
		57.00	MEMBERSHIP DUES		109075		1260.6514		Dues & Memberships	Fire Prevention / Suppression
			Supplier 116377 MN STATE FIRE CHIEFS ASSOCIATION							
		81.78	ROLLER TRAY/COVER		109076		7115.6214		Operating Supplies	CS Government Buildings
			Supplier 114258 MENARDS							
		52.83	ROUTER BIT/UTILITY KNIFE		109077		7115.6214		Operating Supplies	CS Government Buildings
		93.78	JOINT TAPE/ADHESIVE		109078		7115.6214		Operating Supplies	CS Government Buildings
		43.51	PLIERS		109079		7115.6214		Operating Supplies	CS Government Buildings
		21.76	ADHESIVE - CARPET		109080		7115.6214		Operating Supplies	CS Government Buildings
		548.00	REFRIGERATOR - PD EVIDENCE		109081		7115.6234		Equipment Parts & Supplies	CS Government Buildings
			Supplier 114262 THE HOME DEPOT							
		38.98	WHITE MATTE SHEET		109082		7115.6214		Operating Supplies	CS Government Buildings
			Supplier 114512 LOWE'S							
		488.87	HELMET SHIELDS		109083		1260.6216		Clothing & Personal Equipment	Fire Prevention / Suppression
			Supplier 114437 PAUL CONWAY SHIELDS							
		6.99	INHIBITOR TOOL BOX		109084		1567.6214		Operating Supplies	Parks Equipment Maintenance
			Supplier 114258 MENARDS							
		167.66	2X2 LUNA CEILING		109085		7115.6214		Operating Supplies	CS Government Buildings
			Supplier							

Council Check Register by GL
Council Check Register and Summary

1/25/2016 -- 1/25/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016031	1/25/2016		100292 U. S. BANCORP						Continued...	
		47.46	ADHESIVE/2X4/LUMBER	114262 THE HOME DEPOT	109086		1575.6214		Operating Supplies	Parks Hockey Rinks Maintenance
		273.65	Supplier 114258 MENARDS				7115.6234		Equipment Parts & Supplies	CS Government Buildings
			PUSH SIDE CLOSER		109087					
		39.52	Supplier 116244 TWIN CITY HARDWARE				7115.6234		Equipment Parts & Supplies	CS Government Buildings
			VINYL COVER		109088					
		599.98	Supplier 116378 HANK'S SPECIALTIES				1335.6214		Operating Supplies	Senior Programs
			TV AND WALL MOUNT		109089					
			Supplier 114454 BEST BUY				7105.6336		Other Contracts	CS General Office
		304.00	CPR/AED TRAINING		109090					
			Supplier 114312 AMERICAN RED CROSS SERVICES				1335.6214		Operating Supplies	Senior Programs
		59.99	DVR/BLUE RAY PLAYER		109091		1335.6214		Operating Supplies	Senior Programs
		39.98	TV CABLE/DVR - RETURNED		109092					
			Supplier 114310 TARGET				1370.6512		Conference & Schools	Forestry
		65.00	2016 SUPER TUESDAY TRAINING		109093					
			Supplier 114462 MN NURSERY & LANDSCAPE				1400.6512		Conference & Schools	Engineering Services
		300.00	GBR0175 GRADING & BASE RECERT		109094					
			Supplier 115008 AGGREGATE & READY MIX				1630.6214		Operating Supplies	Street Sign Maintenance
		77.90	ANGLE GRINDER/ CUT		109095					
			Supplier 114282 THE HOME DEPOT				7005.6214		Operating Supplies	CG Building Operations
		27.55	BULBS/SALT		109096					
			Supplier 114258 MENARDS				6405.6214		Operating Supplies	Liquor Operations
		5.36	BAGS/RIBBON		109097					
			Supplier 114282 DOLLAR STORE				6405.6728		Miscellaneous Other Charges	Liquor Operations
		23.88	RENEWAL		109098					
			Supplier 116379 ADOBE EXPORT				7010.6234		Equipment Parts & Supplies	CG Vehicle Maintenance
		129.70	BULBS		109099					
			Supplier 114258 MENARDS				1500.6512		Conference & Schools	Parks Administration
		405.00	GREEN EXPO - LENARD/NAURER/SCH		109100					
			Supplier 114482 MN NURSERY & LANDSCAPE				1567.6718		Licenses Taxes & Fees	Parks Equipment Maintenance
		10.25	KONKOL PESTICIDE LICENSE		109101		1370.6718		Licenses Taxes & Fees	Forestry
		10.25	PAPITZ PESTICIDE LICENSE		109102					
			Supplier 114461 MN DEPT OF AGRICULTURE				6005.6512		Conference & Schools	Water Utility Administration
		225.00	WATER SCHOOL		109103		6005.6512		Conference & Schools	Water Utility Administration
		225.00	WATER SCHOOL		109104					
			Supplier 114942 MINNESOTA RURAL WATER ASSOCIATION				6705.6214		Operating Supplies	License Center Operations
		17.78	CC RECEIPT TAPE - MV		109105					
			Supplier 114278 GORILLA PAPER				7110.6234		Equipment Parts & Supplies	CS Information Technology
		240.00	AUTO APPS UPDATE-YEARLY MAINT		109106					
			Supplier							

1/25/2016 -- 1/25/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016031	1/25/2016		100292 U. S. BANCORP							

115235 NINITE.COM

7,271.59

7,271.59

Payment Instrument Totals

Checks

EFT Payments 7,271.59

Total Payments 7,271.59

Continued...



City of Robbinsdale

TO: Mayor and City Council
FROM: Marcia Glick, City Manager
DATE: February 16, 2016
RE: Public Hearing: Receive Comment on Municipal Consent for the Blue Line Extension
Light Rail Transit Project

Background

Minnesota State statute requires that each municipality along a proposed light rail line to hold a public hearing in order to allow for public review and comment on the physical elements of the project's preliminary design plans. Robbinsdale is required to hold the hearing and take action by March 4, 2016. Failure to act is deemed to be a vote of approval.

The concept of a light rail line operating in the railroad right-of-way and a station with a park and ride between 41st and 42nd has been proposed going back to 1988. In 2013 after studying numerous route options, the Locally Preferred Alternative (LPA) was approved by the Metropolitan Council, with the support of all impacted cities. The Blue line extension connects Target Field Station to a station near Oak Grove Parkway and West Broadway in Brooklyn Park – Target Campus area. It uses the center median of Highway 55, the BNSF rail right-of-way through Golden Valley, Robbinsdale, Crystal and into Brooklyn Park, and follows West Broadway Avenue from about 73rd to just north of Hwy 610.

There have been numerous public meetings with opportunity for review and comment through the project development phase. There have also been city staff review teams and citizen committees including the Community Advisory Committee, Business Advisory Committee, Corridor Management Committee, Issue Resolution Team, Technical Project Advisory Team, as well as special focus area discussion including, but not limited to, pedestrian and bicycle access, impacts to parks, and historic properties. Contemporaneously, Hennepin County and the City of Robbinsdale have conducted Station Area Planning and Design meetings exploring the area outside of the rails.

Blue Line Project office staff will provide a brief presentation and overview of the project and process. The public hearing is to provide the opportunity for the public to comment on the project. The formal city council consideration of the project is scheduled for the March 2nd meeting. It is anticipated that the City Council will hold a work session on February 23, 2016 to review and discuss the comments from tonight's hearing and to review a draft resolution.

Analysis/Conclusion

The preliminary design plans which are the subject of tonight's public hearing, also called Municipal Consent Plans, are at 15% of design. The plans show the expected relocation of the freight line to the west of its current position, addition of an unpaved maintenance road on the west edge of the right-of-way, and addition of two light rail lines on the east side of the right-of-way. Details on the plans include anticipated location of other elements including retaining walls, corridor protection walls (between freight and LRT), bridge and at-grade crossings (including traffic and pedestrian movement), and approximate locations of Traction Power Substations. Preliminary cross sections are shown revealing relative elevation of tracks, Xcel power poles and power to the LRT, retaining walls and corridor protection walls.

Comments received from the public

The City received one email comment on the blue line extension municipal consent plans. It is shown as Exhibit 1.

Items of Concern

The City has identified a number of areas of concern listed in Exhibit 2. The city's consent is expected to be granted based on the City's full faith and trust in the Metropolitan Council's commitment to arrive at resolution satisfactory to the City on these items as well as other issues raised at the hearing.

The Temporary Occupancy of Sohacki Park for construction staging is being addressed as a separate action item. The public hearing for that use was held on February 9th.

There will also be a temporary occupancy of a few feet on the western edge of South Halifax Park adjacent to the existing railroad for construction of the light rail. This is not a staging area, rather expectation of need to do work immediately adjacent to the rail right-of-way.

Recommendation

1. Hold the public hearing to receive all comments. Option to continue the public hearing to a special meeting on February 23rd if needed.
2. Schedule a work session, and special meeting if needed, for February 23rd.



Marcia Glick, City Manager

Comment on Blue Line Extension Municipal Consent Plans

Dear Ms. Glick,

My wife and I and our two young kids moved to Robbinsdale (2611 Parkview Blvd) just nine months ago. Although I know not all of our neighbors are in favor of the Blue Line Extension light rail project, we support it and think that it will be a benefit to the community if it is constructed. The light rail will be another transportation option for residents, and probably have a big impact on property values.

One of the reasons to live here is the great access to parks. Right now, there are a few informal crossings of the railroad that people use to access the paths in Sochacki Park. The light rail would close those crossings off. I would like to suggest that the designers add two safe, pedestrian-only crossings at 26th Avenue North, and at or near South Halifax Park (near Lowry and Indiana Avenues). This would benefit us as avid walkers, but especially would be a little compensation for the people who live right along the tracks, which will go from quiet to busy.

Thank you for your time.

Sincerely,
Matt Hernick

2611 Parkview Blvd
Robbinsdale, MN 55422

Items of Concern

The City has identified areas of concern that are expected to be resolved to the satisfaction of the City as the design plans evolve. These include:

- Impacts to homes with yards abutting the railroad right-of-way; retaining walls & structures
- 35xx Indiana recently reconstructed road on BNSF easement
- Noise/visual screening of homes between 42nd & TH100 bridge where tracks are elevated
- Platform location alignment interfaced with Hubbard Marketplace & 41 ½ pedestrian connection to downtown Robbinsdale
- City/REDA involvement in future use of Hubbard Marketplace
- Plaza area development between LRT and Hubbard Marketplace
- Maintenance of green spaces & landscaping in station area and at-grade crossings.
- Plans to mitigate issues such as noise, vibration, lighting, safety, and aesthetics
- Closing of 39 ½ Ave crossing to reduce noise impacts on adjacent properties
- Traffic mitigation plans for all at-grade crossings developed in cooperation with city staff with input from the community; changes to roadways will be subject to City Council approval
- 42nd Avenue turning movements to the north onto Railroad Ave – business customers
- Traffic operations and pedestrian circulation at 41st/Noble and 42nd including Hubbard and West Broadway and satisfaction that improvements are made so that intersections will operate satisfactorily or changes will be made to ensure satisfactory operation
- Disruption to businesses, residents, metro transit service, vehicular traffic and pedestrian traffic during construction
- Inclusion of a development wrap on the proposed park and ride softening the transition between Robbinsdale's authentic pedestrian scale downtown and the scale of the park and ride structure
- Adequacy of communication plans during continued design updates and during construction
- Maintenance and repair of fencing on both sides and along the length of the railroad right-of-way
- Ultimate location, aesthetics and on-going maintenance of appearance of traction power substations and signal cabinets
- Management of bicycle parking
- Improve Metro Transit service to LRT station & impacts to current service
- Review of materials for fencing, bridge railings, noise walls and other features along with long term maintenance particularly adjacent to the downtown architectural guideline area
- Streetscape and engineering plans that accommodate development and redevelopment of the LRT station areas in accordance with Station Area Plans developed in the Investment Framework
- Enhanced pedestrian connections including all at-grade crossings, along 41 ½ between the station and CR81, along 42nd between CR81 and TH100, pedestrian/bicycle corridors extending south of the station (Noble and east of the tracks), on West Broadway between TH100 & 45 ½ Ave crossing
- Reconstruction of streets degraded by construction traffic including June Avenue access for Grimes Pond bridge staging
- Details on reconstruction of 36th Ave Bridge
- Utility work coordination including storm water management systems
- Continued involvement of parties in the design, engineering and refinement of plans with the DRT, TPAC, CAC, BAC, and CMC continuing to meet to review plans and provide feedback through the 30%, 60%, 90% and 100% levels of design with regular updates to the City Council



MEMORANDUM

TO: Mayor and City Council
 FROM: Marcia Glick, City Manager
 DATE: February 16, 2016
 RE: 2016 Community Development Block Grant (CDBG) Application to Consolidated Pool

BACKGROUND:

From 1974 until 2004, Robbinsdale received an automatic allocation of CDBG funds based upon a Housing and Urban Development (HUD) formula. The formula used population, poverty and over crowded housing to determine how much funding a City should receive. In 2004, the allocation formula placed Robbinsdale in the Consolidated Pool. The Consolidated Pool was created in 1997 to streamline the administration for small cities that receive "small" allocations. In order to determine which cities "fell into the pool", a dollar threshold was established. If the community funding was below this dollar threshold, they would have to participate as members of the Consolidated Pool and compete for funding.

ANALYSIS:

Robbinsdale has previously funded programs including Housing Rehab and Senior Transportation. It also participated in the Sims Ave. Housing project in New Hope as a member of the Northwest Community Revitalization Corporation (NCRC).

Laurie Boisclair, President of Reprise Associates Limited Partnership- Amorce, LLC, the owners of Bridgeway Apartments has requested that the City apply for \$400,000 in funds for critical rehabilitation needs at the 45-unit apartment property. The Consolidated Pool application is attached as **Exhibit 1**. Preservation and creation of affordable housing is a high priority (Category 1) for use of CDBG funds. The City Council must adopt a resolution supporting this funding request in order for it to be considered for funding.

RECOMMENDATION:

1. Waive the reading and order the adoption of the resolution in **Exhibit 2**.
2. Direct Staff to include this in the Consolidated Pool application.

Marcia Glick, City Manager

CONCURRENCE:

Rick Pearson, City Planner

Robbinsdale
Consolidated Application

GENERAL INFORMATION

City: Robbinsdale

Other Partners: N/A

CDBG Fund Request: \$400,000

Use of CDBG Funding: The funds will be used to address critical rehabilitation needs of Bridgeway Apartments, an existing 45-unit affordable housing development that is located adjacent to the proposed Bottineau light rail.

Contact Person: Lori Boisclair

Phone and Email: 952-905-2448; lboisclair@boisclaircorporation.com

ACTIVITY INFORMATION

Describe Activity:

Reprise Associates Limited Partnership- Amorce, LLC , is seeking Community Development Block Grant funds to rehabilitate Bridgeway Apartments. This apartment complex was constructed in 1978 and is showing signs of age and functional obsolescence. Bridgeway serves low-income households and has received project-based Section 8 rental assistance since 1978.

Bridgeway qualifies as Federally-Assisted Preservation due to its physical condition, the expiration of the HAP (project based Section 8) contract in 2018, and the expiration of the tax credit period in 2015. The critical needs include a structurally deteriorated entry bridge which should be replaced with an accessible entry, garage window replacement, overhead door, CMU wall repair, egress doors and slab repair, windows at the end of their useful life; east side regrading and landscaping to catch basins and or retention pond for stormwater treatment; and the replacement of failing systems such as boilers. The Bridgeway critical needs put the HAP contract at risk. To improve the health and safety of the low-income residents, an estimated \$2,264,585 in rehabilitation work must occur.

In addition, the 37 year old bathrooms and kitchens are outdated as they have not been substantially updated since constructed in 1978. Not only are they visually unappealing, the old plumbing and inefficient fixtures cause high maintenance costs. The cabinets bases are original with the doors being

refaced in 1999, The current kitchen lay-out does not conform with Minnesota Housing's current design standards. The residents deserve a more hospitable, healthy, and higher functioning living environment.

Bridgeway Apartments is a 45-unit low-rise building consisting of 18 one-bedroom and 27 two-bedroom units serving individuals and families. These apartment homes are nestled into an attractive, established neighborhood minutes from downtown Robbinsdale and its many storefront shops. Furthermore, Minnesota highway 100 and bus service are within easy access making the commute to the job core in downtown Minneapolis just minutes away. Property amenities at Bridgeway include controlled building entry, heated underground parking and fitness center. Each home includes a large screened balcony/patio; some with double entrances. This property boasts having very low tenant turn-over, with one resident living there since it opened in 1979.

As evidenced by the Minnesota Housing Community Profiles, the Bridgeway Apartments are located in an area with low vacancy rates, high percentage of renters experiencing rental cost burden, and access to jobs, schools, food and entertainment. The loss of the HAP contract due to critical physical needs would create an increased burden on the families with low incomes who live there.

- Walk score = 59; within walking distance of restaurants, groceries, schools, shopping, and banking
- 74.4% of renters are cost burdened
- Rental vacancy rate of 2.8%
- Median distance to work is 6.32 miles
- Adjacent to LRT Blue Line extension and bus route

The Bridgeway Apartment complex is one of four sites that will be included in an application to Hennepin County in February for deferred financing and to Minnesota Housing for 9% Low Income Housing Tax Credits in the spring round. The four combined sites, called "Reprise", consists of 256 units. Although four scattered site properties, Reprise is considered one development as they were constructed at the same time with one tax credit syndicator and are supported by one HAP contract for all four sites. Two of the properties, Brooks Landing and Brook Gardens, are located in Brooklyn Park; Park Acres is located in New Hope, and Bridgeway is in Robbinsdale. All four serve low-income households and have received project-based Section 8 rental assistance since 1978.

Amorce-Reprise complies with multiple strategic and selection priorities, including, but not limited to the following:

- Reprise is a quintessential preservation project with an existing HAP contract and critical physical needs that far outstrip held reserves.
- Reprise addresses affordable housing needs within the three workforce communities of Brooklyn Park, Robbinsdale and New Hope.
- Reprise works towards the goal of ending homelessness.
- Reprise houses both families and special needs populations.
- Reprise provides workforce housing.
- Reprise is located near transit corridors with access to jobs.
- Reprise will be financed primarily with private financing.

The rehabilitation of all four sites is expected to cost \$17,814,945, with a total development costs, including acquisition by a new limited partner, of \$41,509,323. That said, with CDBG support the critical needs facing Bridgeway Apartments could be addressed prior to being awarded the tax credits and additional deferred financing, and will go a long way in leveraging County and State funding awards needed to complete the rehabilitation of not only Bridgeway, but all four housing sites.

Where will the activity be located? 3755 Hubbard Ave, Robbinsdale, MN 55422

What population will benefit?

Bridgeway serves a diverse low-income population - primarily families, with 41% of the residents under 12 years old. The racial breakdown is:

- 74% Black/African-American
- 23% white
- 2% Asian
- <1% Pacific Islander, Native American or "Other"

Roughly 5% of the over-all population is considered to have a "special status."

Will this principally benefit low to moderate income persons/neighborhood areas, or directly benefit populations presumed to be low-income including seniors, abused children, battered spouses, homeless and disabled persons?

All units are governed by a tax credit Land Use Restrictions Agreement (LURA), and therefore must adhere to LIHTC rent and income limits. Eighteen units serve households with incomes at or below 30% of AMI and the remaining 27 units serve households with incomes at or below 60% of AMI. Eleven units receive Section 8 rental subsidy. Post rehabilitation, five of the non-Section 8 units will house families facing long-term homelessness; they will receive GRH rental assistance.

Boisclair Corporation has engaged Simpson Housing Services to provide services and help coordinate moving eligible residents who have experienced long term homelessness into available housing. Currently, Simpson Housing Services receives all referrals for families in supportive housing through the Hennepin County shelter system, and has been part of the development of the Coordinated Entry process for families in Hennepin County. Once financing is secured, Boisclair property management will notify Hennepin County about the future availability of 13 LTH housing units in order to be able to fill the units, and provide necessary housing, upon the completion of rehabilitation. These units will be floating rather than fixed to allow for increased flexibility in housing a LTH family. After initial occupancy, as soon as property management learns of an impending vacancy which will bring the number of "homeless units" to fewer than 13, they will notify the COC CE contact.

Anticipated Accomplishments:

description	amount	Completion Date
Site		

Improve east side of site drainage with a regrade & Landscaping oriented to catch basins. Add new pipe to new retention pond. See item 5 below	\$ 32,000.00	fall 2016
Regrade to improve site drainage at NE corner of building-currently flooding stair	\$ 7,500.00	fall 2016
In order to pick up excess water at northeast build new retention pond SE side of site	\$ 56,000.00	fall 2016
Replace deteriorated timber retain wall & landscape at N side of site with unit masonry wall	\$ 84,000.00	fall 2016
Replace deteriorated Entry Bridge with sloped pre-cast plank. Includes metal rails, & replacement of deteriorated steps.	\$ 68,000.00	fall 2016
SUBTOTAL	\$ 247,500.00	

Building Envelope

Replace all original Windows in garage	\$ 18,000.00	fall 2016
Replace 100 of vinyl windows (Quant 135)	\$ 135,000.00	fall 2016
Repair vinyl siding at all 135 window locations	\$ 29,700.00	fall 2016
Replace 45 Patio Doors	\$ 81,000.00	fall 2016
SUBTOTAL	\$ 263,700.00	fall 2016
GRAND TOTAL	\$ 511,200.00	

Funding Sources

SOURCE	AMOUNT	COMMITTED?
CDBG (Robbinsdale)	\$400,000	This application
CDBG (Brooklyn Park)	\$300,000	Application in process
CDBG (New Hope)	\$25,000	Application in process
HOME/AHIF	\$600,000	Application in process
HUD insured mortgage	\$17,425,500	Applying autumn 2016
Tax credit equity	\$12,738,726	Applying June 2016
Minnesota Housing deferred loan	\$9,870,723	Applying June 2016
Deferred developer fee	\$279,361	Approved
TOTAL	\$41,509,323	

Member _____ moved and Member _____ seconded a motion that the following resolution be read and adopted this 16th day of February 2016.

RESOLUTION NO.

A RESOLUTION APPROVING A PROPOSED APPLICATION FOR 2016 URBAN HENNEPIN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS AND AUTHORIZING EXECUTION OF A SUBRECIPIENT AGREEMENT WITH HENNEPIN COUNTY AND ANY THIRD PARTY AGREEMENTS

WHEREAS, the City of Robbinsdale, through execution of a Joint Cooperation Agreement with Hennepin County, is cooperating in the Urban Hennepin County Community Development Block Grant Program; and

WHEREAS, the City of Robbinsdale has developed a proposal for the use of Hennepin County CDBG funds made available to it, consistent with local and Urban Hennepin County housing and community development needs and priorities;

NOW BE IT RESOLVED, that the City Council of Robbinsdale approves the submittal of the following application for funding from the Consolidated Pool of the Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal for review and inclusion in the Hennepin County Consolidated Pool Community Development Block Grant Program:

Priority	Activity	Budget	Applicant
1	Long Term Affordable Housing Preservation	\$400,000.00	Reprise Associates Limited Partnership- Amorce LLC

and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the Mayor and its City Manager to execute the Subrecipient Agreement and any required Third Party Agreement on behalf of the City to implement this 2016 Community Development Block Grant Program.

The question was on the adoption of the resolution and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 16th DAY OF FEBRUARY 2016.

Regan L. Murphy, Mayor

ATTEST:

Tom Marshall, City Clerk



City of Robbinsdale

TO: Mayor and City Council
FROM: Marcia Glick, City Manager
DATE: February 16, 2016
RE: Solar Garden Subscription Opportunity

Background

Last year the City of Robbinsdale became a member of the Community Solar Subscriber Collaborative administered by Great Plains Institute in cooperation with the Metropolitan Council, Hennepin County, and City of Minneapolis. A lottery was used to determine which members of the collaborative would receive the opportunity to become a grid-connected subscriber to a solar garden and for what amount. Robbinsdale was selected and assigned to one 200kW garden and now has an opportunity to subscribe to electricity produced by United States Solar Corporation- US Solar. If the City of Robbinsdale chooses to go forward, it would pay US Solar for a monthly subscription to the solar garden over a 25 year period and the City would receive a bill credit the following month from Xcel Energy for the energy produced by our assigned solar garden.

Analysis/Conclusion

According to US Solar, a 1 MW (megawatt) garden produces 1.65 million kilowatt Hours (kWh); a 200 kWh garden is expected to produce 330,000 kWh annually or 27,500 kWh monthly. Part of the total energy use for Public Safety and City Hall buildings, both rated as General Service; would be assigned to receive the credit. The Subscription Rate is the product of the monthly energy produced by the garden times a set subscription fee. The Credit rate would be updated annually by the MPUC and would reflect updates in the retail rate. Using the subscription proforma provided by the solar garden resource, first year operations could be about \$35/month credit over subscription cost on average. The total credit over the 25 year subscription period is estimated to be about \$10,000, assuming no change in the bill credit and some degradation in output over time. If the bill credit grows, there could be opportunity to gain more of a credit over time, but there is also risk involved.

A recent webinar from Great Plain Institute emphasized the need to have a termination clause in the agreement that allows for ending the agreement without penalty. While there is a termination clause in the US Solar agreement, there will need to be further review of the document if the City Council is interested in moving forward. The lottery coalition team reviewed, selected, and assigned all of the solar partnerships and spent some time negotiating what was included in the contracts.

Recommendation

Robbinsdale must decide whether to affirmatively move forward on the agreement by February 29th or our garden assignment will be reassigned to another lottery participant.

Provide council direction to staff.



Marcia Glick, City Manager



City of Robbinsdale

MEMORANDUM

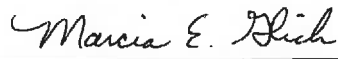
TO: City Council
FROM: Marcia Glick, City Manager
DATE: February 16, 2016
RE: Voucher Requests Pending Approval for Disbursement

The check register dated February 16, 2016 reflects the voucher requests pending approval for disbursement.

The check register dated February 3, 2016 through February 16, 2016 is a list of vouchers requiring payment for City funds, Deputy Registrar, liquor, and miscellaneous purchases. The payments are required prior to the next Council meeting.

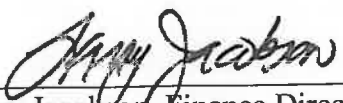
Recommendation

By motion approve disbursement requests for period ending February 16, 2016.



Marcia Glick, City Manager

CONCURRENCE:



Larry Jacobson, Finance Director