



City Council Agenda

Monday, January 12, 2009

6:00 p.m.

City Council Chambers

(Times are Approximate)

- 6:00 p.m. **1. Roll Call**
- Voting & Seating Order for January: Roe; Johnson;
Pust; Ihlan; Klausing
- 6:02 p.m. **2. Approve Agenda**
- 6:05 p.m. **3. Public Comment**
- 6:10 p.m. **4. Council Communications, Reports, Announcements and
Housing and Redevelopment Authority Report**
- 6:15 p.m. **5. Recognitions, Donations, Communications**
- a. Proclamation of Martin Luther King Jr. Day
- 6:25.m. **6. Approve Minutes**
- a. Approve Minutes of January 5, 2009 Meeting
- 6:30 p.m. **7. Approve Consent Agenda**
- a. Approve Payments
- b. Approve General Purchases or Sales of Surplus Items in
Excess of \$5000
- c. Authorize Filing of Pay Equity Report with DMB
- d. Authorize Staff to Negotiate a Contract for Operation of
Clean Up Day
- e. Authorize Agreement with SFM for City's Third Party
Insurance Administration Liability Limits
- f. Establish Public Hearing for Roundy's Off-Sale Liquor
License
- g. Approve Not Waiving Statutory Liability Limits
- 6:40 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

10. Presentations

11. Public Hearings

12. Business Items - (Action Items)

- 6:50 p.m. a. Consider City Abatement at 648 Iona Lane
7:00 p.m. b. Authorize Ramsey County Citation – Albrecht’s 1408
West County Road C
7:10 p.m. c. Authorize Lease Renewal for the License Center
7:20 p.m. d. Consider Grass Lake Water Management Organization
Board Appointment

13. Business Items - (Presentations/Discussions)

- 7:30 p.m. a. Discuss Professional Services Policy
7:45 p.m. b. Discuss Advisory Commission Appointments

8:00 p.m. **14. City Manager Future Agenda Review**

8:05 p.m. **15. Councilmember Initiated Items for Future Meetings**

16. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Jan 13	7:00 p.m.	Human Rights Commission
Monday	Jan 19	-	Martin Luther King Jr. Day - City Offices Closed
Tuesday	Jan 20	6:00 p.m.	Housing & Redevelopment Authority
Monday	Jan 26	6:00 p.m.	City Council Meeting
Tuesday	Jan 27	6:30 p.m.	Public Works, Environment & Transportation Commission
Tuesday	Feb 3	6:30 p.m.	Parks & Recreation Commission
Wednesday	Feb 4	6:30 p.m.	Planning Commission
Monday	Feb 9	6:00 p.m.	City Council Meeting

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



Martin Luther King Jr. Day January 19, 2009

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

Whereas: The Roseville Human Rights Commission, through education and outreach, recognizes great leaders who have made significant contributions to our society; and

Whereas: Rev. Dr. Martin Luther King Jr. fearlessly spoke out against bigotry and racism; and

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

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

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

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

Whereas: Roseville declares racism unjust and advocates equal rights for all; and

Whereas: The City invites all to renew their commitment to racial equality and justice.

Now, Therefore Be It Resolved, that the City Council hereby declare January 19, 2009, to be Martin Luther King Jr. Day in the City of Roseville and urges all citizens to join together to recognize, praise and honor the efforts of Rev. Dr. Martin Luther King Jr.

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

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this twelfth day of January 2009.

Mayor Craig D. Klausing

Date: 1/12/09

Item: 6.a

Minutes of 1/05/09

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 1/12/2009

Item No.: 7.a

Department Approval

City Manager Approval

Chris K. Miller

W. J. Mahinen

Item Description:

Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$536,019.77
53797-54040	\$600,099.03
Total	\$1,136,118.80

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: Checks for Approval Report

Accounts Payable

Checks for Approval

User: mjenson

Printed: 01/06/2009 - 3:36 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/11/2008	General Fund	SCBA Equipment	MES, Inc.	Lite Force Helmet	1,083.99
0	12/11/2008	Recreation Fund	Operating Supplies	R & R Specialties Inc	Impeller, Board Brush	155.17
0	12/11/2008	General Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Jul 08	10,363.18
0	12/11/2008	Community Development	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Jul 08	397.18
0	12/11/2008	General Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Aug 08	9,894.30
0	12/11/2008	Community Development	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services Aug 08	61.13
0	12/11/2008	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2008 Blanket PO for Vehicle Repairs	423.63
0	12/11/2008	General Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services-Sept 2008	10,953.79
0	12/11/2008	Recreation Fund	Professional Services	Carole Gernes	Preschool Programs	90.00
0	12/11/2008	Recreation Fund	Professional Services	Carole Gernes	Preschool Programs	45.00
0	12/11/2008	Recreation Fund	Printing	Roseville Area Schools	Printing Costs-Sept 2008	175.00
0	12/11/2008	Recreation Fund	Printing	Roseville Area Schools	Printing Costs-Sept 2008	66.50
0	12/11/2008	Recreation Fund	Printing	Roseville Area Schools	Printing Costs-Sept 2008	222.60
0	12/11/2008	Recreation Fund	Services	Roseville Area Schools	Printing Costs-Sept 2008	175.00
0	12/11/2008	Recreation Fund	Professional Services	Carole Gernes	Preschool Programs	45.00
0	12/11/2008	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	26.00
0	12/11/2008	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	7.00
0	12/11/2008	Recreation Fund	Professional Services	Alaina Bean	Assistant Dance Instructor	26.00
0	12/11/2008	Recreation Fund	Operating Supplies	Brock White Co	Poly Foam	304.08
0	12/11/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	540.60
0	12/11/2008	License Center	Transportation	Bridget Koeckeritz	Mileage Reimbursement	115.83
0	12/11/2008	General Fund	Transportation	Debra Bloom-Heiser	Mileage Reimbursement	395.46
0	12/11/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	239.49
0	12/11/2008	Community Development	Electrical Inspections	Tokle Inspections, Inc.	November Electrical Inspections	3,710.80
0	12/11/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	1,000.00
0	12/11/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	375.34
0	12/11/2008	General Fund Donations	Supplies - Target Corp Grant	Karen Rubey	Reimbursement for Shop w/A Cop Items	1,417.08
0	12/11/2008	Housing & Redevelopment	AAAdvertising	George Hornik	Marketing Services	260.00
0	12/11/2008	Housing & Redevelopment	AAAdvertising	George Hornik	Marketing Services	375.00
0	12/11/2008	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-Jan 2009	1,700.00
0	12/11/2008	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-Jan 2009	2,500.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/11/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	44.56
0	12/11/2008	Workers Compensation	Professional Services	Berkley Risk Administrators Co	Administrative Services-Nov 2008	1,042.00
0	12/11/2008	Recreation Fund	Operating Supplies	North Heights Hardware Hank	Fasteners, Anchors	6.84
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Villa Heater	33.41
0	12/11/2008	Recreation Fund	Operating Supplies	Goodin Corp.	Flange	74.86
0	12/11/2008	Recreation Fund	Operating Supplies	Goodin Corp.	Gasket	3.04
0	12/11/2008	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,007.00
0	12/11/2008	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	689.00
0	12/11/2008	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	125.00
0	12/11/2008	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	Information Technology	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	62.00
0	12/11/2008	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	463.00
0	12/11/2008	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	62.00
0	12/11/2008	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	93.00
0	12/11/2008	Recreation Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	62.00
0	12/11/2008	Recreation Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	P & R Contract Maintenance	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	124.00
0	12/11/2008	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	License Center	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	Water Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	31.00
0	12/11/2008	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	-1,270.00
0	12/11/2008	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for Nov 2008	9,007.79

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/11/2008	General Fund	Professional Services	Quicksilver Express Courier	Mail Delivery	206.14
0	12/11/2008	License Center	Professional Services	Quicksilver Express Courier	Mail Delivery	206.13
0	12/11/2008	General Fund	Utilities	Xcel Energy	Fire #3	1,499.88
0	12/11/2008	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	6,601.61
0	12/11/2008	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	2,684.36
0	12/11/2008	General Fund	Utilities	Xcel Energy	Traffic Signal/One Time Credit	-518.81
0	12/11/2008	Recreation Fund	Utilities	Xcel Energy	Nature Center	689.39
0	12/11/2008	P & R Contract Maintenance	Utilities	Xcel Energy	P & R	2,966.03
0	12/11/2008	General Fund	Utilities	Xcel Energy	Fire #2	606.84
0	12/11/2008	Recreation Fund	Utilities	Xcel Energy	Skating	10,234.32
0	12/11/2008	License Center	Utilities	Xcel Energy	Motor Vehicle	545.24
0	12/11/2008	Water Fund	Utilities	Xcel Energy	2501 Fairview Water Tower	278.10
0	12/11/2008	General Fund	Utilities	Xcel Energy	Traffic Signal	56.48
0	12/11/2008	General Fund	Utilities	Xcel Energy	Traffic Signal	26.71
0	12/11/2008	General Fund	Utilities	Xcel Energy	Traffic Signal	16.68
0	12/11/2008	General Fund	Utilities	Xcel Energy	Traffic Signal	16.50
0	12/11/2008	General Fund	Utilities	Xcel Energy	Traffic Signal	173.72
0	12/11/2008	General Fund	Utilities	Xcel Energy	Traffic Signal	33.52
0	12/11/2008	General Fund	Office Supplies	Unisource Worldwide-No Central	Traffic Signal	31.94
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	MTI Distributing, Inc.	Copy Paper	342.67
0	12/11/2008	P & R Contract Maintenance	Contract Maintenance	MTI Distributing, Inc.	Credit Memo	-128.69
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	MTI Distributing, Inc.	Cover-Axle, Washer Seal	97.19
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	MTI Distributing, Inc.	Seal	131.05
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	MTI Distributing, Inc.	Push Arm	50.89
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	MTI Distributing, Inc.	Axle, Bearing Roller	82.34
0	12/11/2008	Recreation Fund	Operating Supplies	Minvalco Inc.	Actuator	262.74
0	12/11/2008	Community Development	Printing	Greenhaven Printing	Business Cards	106.50
0	12/11/2008	Community Development	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-6.50
0	12/11/2008	General Fund	Printing	Greenhaven Printing	Business Cards	53.25
0	12/11/2008	General Fund	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-3.25
0	12/11/2008	General Fund	Operating Supplies	Greenhaven Printing	Business Cards	53.25
0	12/11/2008	General Fund	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-3.25
0	12/11/2008	General Fund	Operating Supplies	Greenhaven Printing	Business Cards	53.25
0	12/11/2008	General Fund	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-3.25
0	12/11/2008	General Fund	Vehicle Supplies	Grainger Inc	2008 Blanket PO for Vehicle Repairs	2.76
0	12/11/2008	General Fund	Op Supplies - City Hall	Grainger Inc	1/4 HP Motor	84.00
0	12/11/2008	Information Technology	Computer Equipment	Software House Int'l Inc	AVD Licenses - McAfee Active Virus Defen	4,047.00
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Tape	7.25
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Villa Heater	14.21
0	12/11/2008	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Goof Off Aerosol	14.46
0	12/11/2008	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2008 Blanket PO for Vehicle Repairs	38.97
0	12/11/2008	Sanitary Sewer	Clothing	North Image Apparel, Inc.	Fleece Jacket	103.50
0	12/11/2008	General Fund	Contract Maint. - City Garage	Green View Inc.	Cleaning-Public Works	629.74

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/11/2008	General Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-38.43
0	12/11/2008	Recreation Fund	Contract Maintenance	Green View Inc.	Cleaning-Ice Arena	2,132.82
0	12/11/2008	Recreation Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-130.17
0	12/11/2008	Information Technology	Contract Maintenance	Berbee Info Networks, Inc.	Anti-Spam, Anti-Virus	1,118.25
Check Total:						94,519.98
0	12/17/2008	General Fund	Operating Supplies	Peavey corporation - ACH	ZWTP 38 X 216	104.05
0	12/17/2008	General Fund	Use Tax Payable	Peavey corporation - ACH	Sales/Use Tax	-6.35
0	12/17/2008	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Door Stops	8.00
0	12/17/2008	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Coupling, Hose	15.78
0	12/17/2008	General Fund	Operating Supplies	Target- ACH	Property Room Bins	57.58
0	12/17/2008	General Fund	Training	Chipotle- ACH	Lunch During Training	19.00
0	12/17/2008	Risk Management	Memberships & Subscriptions	Simply Easier ACORD-ACH	Renewal	99.95
0	12/17/2008	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Power Equipment Parts	24.51
0	12/17/2008	Storm Drainage	Operating Supplies	North Hgts Hardware Hank-ACH	Sledge Handle	25.61
0	12/17/2008	Storm Drainage	Operating Supplies	North Hgts Hardware Hank-ACH	Brakleen	2.98
0	12/17/2008	Recreation Fund	Operating Supplies	Home Depot- ACH	Batteries, Spray Bottle.	33.12
0	12/17/2008	Recreation Fund	Operating Supplies	Petco-ACH	Animal Care Supplies	23.76
0	12/17/2008	P & R Contract Maintenance	Operating Supplies	Hugo Feed Mill-ACH	Straw	143.78
0	12/17/2008	Recreation Fund	Operating Supplies	Party America-ACH	Hayride Supplies	34.09
0	12/17/2008	Recreation Fund	Operating Supplies	Target- ACH	Spook Supplies Storage Containers	86.26
0	12/17/2008	General Fund	Operating Supplies	Davis Lock & Safe-ACH	Keys	20.60
0	12/17/2008	Sanitary Sewer	Operating Supplies	Harbor Freight Tools-ACH	Chain Hoist	45.89
0	12/17/2008	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Carbonless Forms	66.72
0	12/17/2008	Recreation Fund	Operating Supplies	Hancock Fabrics- ACH	Fabric	25.85
0	12/17/2008	Recreation Fund	Operating Supplies	Hancock Fabrics- ACH	Fabric	9.89
0	12/17/2008	Recreation Fund	Operating Supplies	Hancock Fabrics- ACH	Credit	-2.55
0	12/17/2008	Recreation Fund	Operating Supplies	Joann Fabric-ACH	Fabric	82.05
0	12/17/2008	Recreation Fund	Operating Supplies	Joann Fabric-ACH	Pins	11.30
0	12/17/2008	Recreation Fund	Operating Supplies	Marco Meeting-ACH	Black and Red Messenger	308.82
0	12/17/2008	Recreation Fund	Use Tax Payable	Marco Meeting-ACH	Sales/Use Tax	-18.84
0	12/17/2008	General Fund	Operating Supplies	Grainger-ACH	Sation Supplies	123.74
0	12/17/2008	General Fund	Operating Supplies	Grainger-ACH	Sation Supplies	112.02
0	12/17/2008	General Fund	Operating Supplies	Grainger-ACH	Sation Supplies	20.63
0	12/17/2008	Storm Drainage	Operating Supplies	Suburban Ace Hardware-ACH	Clip Spring	7.45
0	12/17/2008	Recreation Fund	Operating Supplies	Cub Foods- ACH	Heat Bags and Decorations	10.65
0	12/17/2008	General Fund	Operating Supplies	Davis Lock & Safe-ACH	Station Supplies	8.01
0	12/17/2008	Recreation Fund	Operating Supplies	Blick Art Materials-ACH	Hayride and Carnival Hall Supplies	25.41
0	12/17/2008	Golf Course	Training	Midwest Golf-ACH	Annual Conference	220.00
0	12/17/2008	Recreation Fund	Operating Supplies	Har Mar Pet Shop-ACH	Animal Food	11.93
0	12/17/2008	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Construction Supplies	150.35
0	12/17/2008	Recreation Fund	Operating Supplies	Michaels-ACH	Craft Area Supplies	150.07
0	12/17/2008	Recreation Fund	Operating Supplies	Michaels-ACH	Frame	21.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/17/2008	General Fund	Operating Supplies	Byerly's- ACH	Bakery Items	34.99
0	12/17/2008	Storm Drainage	Operating Supplies	North Hgts Hardware Hank-ACH	Plumbing Supplies	3.39
0	12/17/2008	Recreation Fund	Professional Services	Chanhassen Dinner-ACH	Dinner Theater Tickets	1,196.00
0	12/17/2008	General Fund	Operating Supplies	Sirchie Finger Print-ACH	Sterile Water	49.50
0	12/17/2008	General Fund	Operating Supplies	Peavey corporation - ACH	ZWSP SK 1.3 X 7.25	33.44
0	12/17/2008	General Fund	Use Tax Payable	Peavey corporation - ACH	Sales/Use Tax	-2.04
0	12/17/2008	General Fund	Training	Regonline-ACH	Tactical Team Leader Training	550.00
0	12/17/2008	General Fund	Op Supplies - City Hall	USPS-ACH	Reference Book	5.73
0	12/17/2008	Storm Drainage	Operating Supplies	Menards-ACH	Rake, Work Gloves	104.16
0	12/17/2008	Storm Drainage	Operating Supplies	Viking Industrial Center-ACH	Venture Glasses, Ear Plugs	106.82
0	12/17/2008	Recreation Fund	Office Supplies	Office Depot- ACH	Sign Holders, Calculator	34.15
0	12/17/2008	Recreation Fund	Office Supplies	Office Depot- ACH	File Folders, Binder Clips	57.60
0	12/17/2008	Recreation Fund	Office Supplies	Office Depot- ACH	Credit	-14.93
0	12/17/2008	General Fund	Vehicle Supplies	Superamerica-ACH	Water	18.48
0	12/17/2008	General Fund	Training	U of M Blosys/AG Eng-ACH	Inspector Training-Stevens	115.00
0	12/17/2008	Recreation Fund	Operating Supplies	Mother Earth Gardens-ACH	Corn Stalks	10.74
0	12/17/2008	Recreation Fund	Operating Supplies	Roseville Bakery-ACH	Cookies	81.00
0	12/17/2008	General Fund	Training	Streicher's-ACH	Leadership in the Shadows Training	138.60
0	12/17/2008	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Pipe Tubes, Pipe Clamps	88.55
0	12/17/2008	General Fund	Professional Services	Target- ACH	Supplies for Picture Board	34.86
0	12/17/2008	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Refreshments	90.26
0	12/17/2008	Recreation Improvements	Dale Street Bridge Capital	Buberl Recycling-ACH	Treated Wood	65.00
0	12/17/2008	P & R Contract Maintenance	Training	MN Landscape Arboretum-ACH	Training	80.00
0	12/17/2008	General Fund	Operating Supplies	Grainger-ACH	Sation Supplies	71.59
0	12/17/2008	Sanitary Sewer	Operating Supplies	Mills Fleet Farm-ACH	Sump Pump	104.23
0	12/17/2008	Information Technology	Operating Supplies	Buy.com- ACH	Ramwash Headend	367.41
0	12/17/2008	Information Technology	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-22.42
0	12/17/2008	General Fund	Operating Supplies	Byerly's- ACH	Bakery Items	67.17
0	12/17/2008	Recreation Fund	Operating Supplies	Party America-ACH	Retirement Party Supplies	17.55
0	12/17/2008	General Fund	Operating Supplies	Target- ACH	Neighborhood Watch Mtg. Refreshments	13.36
0	12/17/2008	General Fund	Professional Services	Target- ACH	Supplies for Picture Board	37.69
0	12/17/2008	P & R Contract Maintenance	Operating Supplies	Superamerica-ACH	Cookies	11.97
0	12/17/2008	General Fund	Employee Recognition	Byerly's- ACH	Retirement Cake	61.99
0	12/17/2008	Recreation Fund	Operating Supplies	Gustave Larson Company-ACH	Furnace Part	69.11
0	12/17/2008	Water Fund	Operating Supplies	Menards-ACH	Ties, Tension Band	55.74
0	12/17/2008	General Fund	Op Supplies - City Hall	Suburban Ace Hardware-ACH	Cleaning Supplies	31.44
0	12/17/2008	Water Fund	Water Meters	Suburban Ace Hardware-ACH	Hammer	17.07
0	12/17/2008	General Fund	Training	Byerly's- ACH	Refreshments-Intern's Final Day	8.98
0	12/17/2008	Recreation Fund	Operating Supplies	Home Depot- ACH	Eyc Bolts	7.90
0	12/17/2008	Recreation Fund	Operating Supplies	Home Depot- ACH	Paint Supplies	83.28
0	12/17/2008	Recreation Fund	Operating Supplies	Cub Foods- ACH	Sprouts Shack Supplies	2.97
0	12/17/2008	P & R Contract Maintenance	Operating Supplies	Countryside Restaurant-ACH	Meals	171.45
0	12/17/2008	General Fund	Operating Supplies	Target- ACH	Neighborhood Watch Mtg. Snacks	14.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/17/2008	General Fund	Operating Supplies	Macaroni Grill-ACH	License Center Meeting Expense	62.00
0	12/17/2008	General Fund	Operating Supplies	Atom Training-ACH	Law Enforcement Training	30.00
0	12/17/2008	General Fund	Contract Maintenance	BP Oil-ACH	Command Vehicle Car Wash	8.54
0	12/17/2008	Recreation Fund	Operating Supplies	Walgreens-ACH	Batteries	21.32
Check Total:						6,279.63
0	12/18/2008	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	190,650.93
0	12/18/2008	License Center	Professional Services	Marsden Building Maint., Inc.	Janitorial Service-Dec 08	632.61
0	12/18/2008	Recreation Fund	Contract Maintenance	Marsden Building Maint., Inc.	Janitorial Service-Dec 08	799.82
0	12/18/2008	Recreation Fund	Contract Maintenance	Marsden Building Maint., Inc.	Janitorial Service-Dec 08	1,513.37
0	12/18/2008	General Fund	Professional Services	Marsden Building Maint., Inc.	Janitorial Service-Dec 08	741.24
0	12/18/2008	General Fund	Professional Services	Marsden Building Maint., Inc.	Janitorial Service-Dec 08	5,598.71
0	12/18/2008	Recreation Fund	Operating Supplies	R & R Specialties Inc	Pulley, Washer	58.86
0	12/18/2008	General Fund	Vehicle Supplies	MES, Inc.	Hood Carbon	285.00
0	12/18/2008	Equipment Replacement	FunRental - Copier Machines	Ricoh Customer Finance Corp	Copier at Public Works	471.46
0	12/18/2008	General Fund	Operating Supplies	Cole Information Services	Mpls Cole Directory	382.28
0	12/18/2008	General Fund	Use Tax Payable	Cole Information Services	Sales/Use Tax	-23.33
0	12/18/2008	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2008 Blanket PO for Vehicle Repairs	52.47
0	12/18/2008	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2008 Blanket PO for Vehicle Repairs	17.11
0	12/18/2008	General Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services	10,340.57
0	12/18/2008	General Fund	Professional Services	City of St. Paul	Wireless and RMS Service-Nov 2008	4,358.00
0	12/18/2008	General Fund	Professional Services	City of St. Paul	Wireless and RMS Service-Dec 2008	4,358.00
0	12/18/2008	Recreation Fund	Advertising	Star Tribune	Newspaper Advertising	800.52
0	12/18/2008	Recreation Fund	Professional Services	Daniel Kuch	Community Band Director Oct-Dec 08	500.00
0	12/18/2008	Community Development	Conferences	Jan Rosemeyer	Mileage Reimbursement	9.36
0	12/18/2008	Community Development	Professional Services	Thomas Paschke	Variance Board Meals Reimbursement	18.41
0	12/18/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	236.38
0	12/18/2008	Special "10" Fund	Professional Service	No Suburban Community Foundati	Remit Proceeds	9,000.00
0	12/18/2008	General Fund	Employee Recognition	Eldona Bacon	Annual Service Awards	125.00
0	12/18/2008	General Fund	Employee Recognition	Eldona Bacon	Lunch Caterer	2,023.13
0	12/18/2008	General Fund	Employee Recognition	Eldona Bacon	Cakes	60.23
0	12/18/2008	General Fund	Employee Recognition	Eldona Bacon	Annual Service Awards	170.00
0	12/18/2008	General Fund	Operating Supplies	Eldona Bacon	Creamers	23.14
0	12/18/2008	General Fund	Employee Recognition	Eldona Bacon	Annual Service Awards	300.00
0	12/18/2008	General Fund	Memberships & Subscriptions	Eldona Bacon	Annual Service Awards	26.00
0	12/18/2008	General Fund	Contract Maintenance	John Jorgensen	K9 Kennel Costs Reimbursement	60.00
0	12/18/2008	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 12/16	5,495.30
0	12/18/2008	General Fund	230125 - Deposit - Kellington	Kellington Construction, Inc.	Construction Escrow Refund	8,000.00
0	12/18/2008	General Fund	Miscellaneous	Kellington Construction, Inc.	Construction Escrow Refund	6,517.53
0	12/18/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	180.00
0	12/18/2008	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for 12/16 Payroll	80.00
0	12/18/2008	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association	Payroll Deduction for 12/6 Payroll	1,075.25
0	12/18/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	360.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/18/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	1,012.92
0	12/18/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	402.13
0	12/18/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	1,730.79
0	12/18/2008	General Fund	Operating Supplies	MN County Attorneys Associati	Carbonless Forms	50.58
0	12/18/2008	General Fund	Training	ATOM	Critical Incident Reviews-Rosand, Scheid	80.00
0	12/18/2008	General Fund	Training	ATOM	Critical Incident Reviews-Gardner	40.00
0	12/18/2008	Water Fund	Operating Supplies	Aggregate Industries, Inc.	CL 5 Limes	881.71
0	12/18/2008	General Fund	Contract Maintenance Vehicles	Midway Ford Co	2008 Blanket PO for Vehicle Repairs	1,162.99
0	12/18/2008	General Fund	Contract Maintenance Vehicles	Midway Ford Co	2008 Blanket PO for Vehicle Repairs	1,832.71
0	12/18/2008	General Fund	Vehicle Supplies	MacQueen Equipment	2008 Blanket PO for Vehicle Repairs	410.77
0	12/18/2008	General Fund	Motor Fuel	Kath Fuel Oil Service, Inc.	2008 Blanket PO for fuel	11,961.60
0	12/18/2008	License Center	Office Supplies	Uline	Open End Tyvek	102.31
0	12/18/2008	Water Fund	Operating Supplies	Bryan Rock Products, Inc.	Screened Sand	2,231.72
0	12/18/2008	P & R Contract Maintenance	Operating Supplies	Praxair Distribution -	High Press	19.80
0	12/18/2008	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,007.00
0	12/18/2008	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	33,336.56
0	12/18/2008	Police - DWI Enforcement	Professional Services	Jensen, Bell, Converse & Erick	Legal Services	385.00
0	12/18/2008	Police - DWI Enforcement	Professional Services	Jensen, Bell, Converse & Erick	Legal Services	560.00
0	12/18/2008	General Fund	Contract Maintenance	Adam's Pest Control Inc	Quarterly Service	56.58
0	12/18/2008	General Fund	Office Supplies	Unisource Worldwide-No Central	Copy Paper	335.02
0	12/18/2008	Recreation Fund	Operating Supplies	Minvalco Inc.	Actuator	262.12
0	12/18/2008	Recreation Fund	Memberships & Subscriptions	DMX Music	Skating Center Music	143.25
0	12/18/2008	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Can Liners	20.77
0	12/18/2008	General Fund	Contract Maintenance Vehicles	Mister Car Wash	Car Washes	100.62
0	12/18/2008	General Fund	Contract Maintenance Vehicles	Mister Car Wash	Car Washes	72.67
0	12/18/2008	General Fund	Operating Supplies	Streicher's	Aerosol Irritant	69.17
0	12/18/2008	General Fund	Operating Supplies	Streicher's	Detent Spring, Battery	10.65
0	12/18/2008	General Fund	Operating Supplies	Innovative Office Solutions	Office Supplies	110.99
0	12/18/2008	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	38.69
0	12/18/2008	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	471.69
0	12/18/2008	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	38.37
0	12/18/2008	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	216.80
0	12/18/2008	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	16.91
0	12/18/2008	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	367.11
0	12/18/2008	License Center	Office Supplies	Innovative Office Solutions	Office Supplies	170.27
0	12/18/2008	Water Fund	Operating Supplies	Northern Water Works Supply	Clamp, Riser	1,158.19
0	12/18/2008	Water Fund	Operating Supplies	Northern Water Works Supply	Risers	255.30
Check Total:						316,421.11
0	12/31/2008	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Pliers Set, Hammer Punch	162.14
0	12/31/2008	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	56.50
0	12/31/2008	Storm Drainage	Operating Supplies	National Camera Exchange-ACH	Quicksnap Flash	25.58

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/31/2008	Recreation Fund	Operating Supplies	Hancock Fabrics- ACH	Craft Needles	8.84
0	12/31/2008	General Fund	Training	Lake Superior College-ACH	Training-Stevens	150.00
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Power Equipment Parts	6.92
0	12/31/2008	Police Forfeiture Fund	Professional Services	Cub Foods- ACH	Gift Card for Ramsey Cty Emerg Mgmt	50.00
0	12/31/2008	General Fund	Op Supplies - City Hall	Gopher Plumbing-ACH	Vacuum Breaker	20.32
0	12/31/2008	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	Hosting, Domain Names	72.50
0	12/31/2008	Info Tech/Contract Cities	Little Canada Computer Equip	Crucial.Com-ACH	Compaq D330	103.50
0	12/31/2008	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	Hosting, Domain Names	12.50
0	12/31/2008	Water Fund	Water Meters	Suburban Ace Hardware-ACH	Fasteners	6.18
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Power Equipment Parts	6.39
0	12/31/2008	General Fund	Operating Supplies	Byerly's- ACH	Bakery Goods	33.96
0	12/31/2008	Water Fund	Water Meters	McMaster-Carr-ACH	Sheet Metal Screw	47.65
0	12/31/2008	Water Fund	Use Tax Payable	McMaster-Carr-ACH	Sales/Use Tax	-2.90
0	12/31/2008	P & R Contract Maintenance	Contract Maintenance	Menards-ACH	Treated AG	159.82
0	12/31/2008	Recreation Fund	Operating Supplies	Menards-ACH	Light Hanging Supplies	44.39
0	12/31/2008	General Fund	Professional Services	Staples-ACH	Marketing Board Supplies	60.36
0	12/31/2008	Information Technology	Operating Supplies	RadioShack-ACH	Audio Cable Connector	4.26
0	12/31/2008	General Fund	Office Supplies	Jimmy John's Sandwiches- ACH	Sandwiches	28.82
0	12/31/2008	Recreation Fund	Operating Supplies	Designs for Dance-ACH	Dance Costumes	727.64
0	12/31/2008	Water Fund	Water Meters	Staples-ACH	Credit	-32.01
0	12/31/2008	Water Fund	Water Meters	Staples-ACH	Credit	-25.61
0	12/31/2008	Water Fund	Water Meters	Staples-ACH	Labels	57.62
0	12/31/2008	Water Fund	Water Meters	Staples-ACH	Brother P-Touch	68.30
0	12/31/2008	General Fund	Vehicle Supplies	American Pressure-ACH	O Rings	60.22
0	12/31/2008	Water Fund	Operating Supplies	United Rentals-ACH	Rainsuit	17.87
0	12/31/2008	Sanitary Sewer	Operating Supplies	United Rentals-ACH	Rainsuit	17.88
0	12/31/2008	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	67.49
0	12/31/2008	General Fund	Operating Supplies	Sirchie Finger Print-ACH	Ink Pad	60.06
0	12/31/2008	General Fund	Use Tax Payable	Sirchie Finger Print-ACH	Sales/Use Tax	-3.66
0	12/31/2008	Recreation Fund	Operating Supplies	Costume Gallery-ACH	Dance Costumes	1,458.60
0	12/31/2008	Recreation Fund	Professional Services	Designs for Dance-ACH	Dance Costumes	4,945.87
0	12/31/2008	Recreation Fund	Operating Supplies	Har Mar Pct Shop-ACH	Animal Food	1.60
0	12/31/2008	License Center	Office Supplies	Office Depot- ACH	2009 Calendars, Counter Sign Holders	36.96
0	12/31/2008	Recreation Fund	Operating Supplies	Walgreens-ACH	Cleaning Supplies	9.05
0	12/31/2008	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	CPE Supplies	30.48
0	12/31/2008	Recreation Fund	Operating Supplies	Wolff Fording Inc- ACH	Dance Costumes	1,794.23
0	12/31/2008	License Center	Office Supplies	Sony- ACH	Passport Photo Paper	864.78
0	12/31/2008	License Center	Use Tax Payable	Sony- ACH	Sales/Use Tax	-52.78
0	12/31/2008	Recreation Fund	Operating Supplies	Eagle Bluff ELC-ACH	Magnifier Boxes	9.58
0	12/31/2008	Recreation Fund	Use Tax Payable	Eagle Bluff ELC-ACH	Sales/Use Tax	-0.58
0	12/31/2008	Recreation Fund	Operating Supplies	Loshins Costume Center-ACH	Dance Costumes	642.75
0	12/31/2008	General Fund	Operating Supplies	Staples-ACH	Binder	59.05
0	12/31/2008	General Fund	Capital Outlay	Group Mobile-ACH	CAD Computer for New Medic-3	377.01
0	12/31/2008	General Fund	Use Tax Payable	Group Mobile-ACH	CAD Computer for New Medic-3	-23.01

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/31/2008	General Fund	Operating Supplies	UPS Store-ACH	Equipment Shipping For Repair	15.74
0	12/31/2008	Recreation Fund	Office Supplies	Staples-ACH	Office Supplies	70.85
0	12/31/2008	General Fund	Training	Boston Market-ACH	Food During Training	48.33
0	12/31/2008	Water Fund	Contract Maintenance	PayPal-ACH	UB Verisign Renewal	18.03
0	12/31/2008	Storm Drainage	Contract Maintenance	PayPal-ACH	UB Verisign Renewal	18.03
0	12/31/2008	Sanitary Sewer	Contract Maintenance	PayPal-ACH	UB Verisign Renewal	18.04
0	12/31/2008	General Fund	Operating Supplies	Byerly's- ACH	Ethics Training Supplies	133.33
0	12/31/2008	General Fund	Operating Supplies	Byerly's- ACH	Ethics Training Supplies	80.01
0	12/31/2008	General Fund	Operating Supplies	Cub Foods- ACH	Ethics Training Supplies	25.97
0	12/31/2008	Golf Course	Operating Supplies	Linder's Garden Ctr-ACH	Tree Wrap	12.78
0	12/31/2008	License Center	Office Supplies	Sony- ACH	Passport Photo Paper	864.78
0	12/31/2008	License Center	Use Tax Payable	Sony- ACH	Sales/Use Tax	-52.78
0	12/31/2008	Golf Course	Operating Supplies	Suburban Ace Hardware-ACH	Power Equipment Parts	106.68
0	12/31/2008	Information Technology	Operating Supplies	Buy.com- ACH	LCD 120V	202.29
0	12/31/2008	Recreation Fund	Operating Supplies	Buy.com- ACH	Gym Center	317.34
0	12/31/2008	Information Technology	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-12.34
0	12/31/2008	Recreation Fund	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-19.35
0	12/31/2008	General Fund	Operating Supplies	Byerly's- ACH	Ethics Training Supplies	34.99
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Cleaning Supplies	21.72
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	PVC	14.36
0	12/31/2008	General Fund	Operating Supplies	UPS Store-ACH	Equipment Shipping for Repair	10.57
0	12/31/2008	General Fund	Operating Supplies	Menards-ACH	Station Maintenance Supplies	35.13
0	12/31/2008	General Fund	Minor Equipment	Buy.com- ACH	Hookswitch	110.72
0	12/31/2008	Information Technology	Operating Supplies	Buy.com- ACH	APC Battery	225.76
0	12/31/2008	General Fund	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-6.75
0	12/31/2008	Information Technology	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-13.77
Check Total:						14,507.58
0	12/31/2008	General Fund	Contract Maintenance	MES, Inc.	Gear Repair	87.68
0	12/31/2008	Equipment Replacement	Rental - Office Machines	Ricoh Customer Finance Corp	Copier Lease	332.63
0	12/31/2008	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2008 Blanket PO for Vehicle Repairs	165.59
0	12/31/2008	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2008 Blanket PO for Vehicle Repairs	283.29
0	12/31/2008	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping Nov 08-Acct. 760402	476.58
0	12/31/2008	Recreation Fund	Professional Services	Carole Gernes	Preschool Programs	135.00
0	12/31/2008	Recreation Fund	Printing	Roseville Area Schools	Winter 2008 Brochure	752.99
0	12/31/2008	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	26.00
0	12/31/2008	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	14.00
0	12/31/2008	Recreation Fund	Professional Services	Alaina Bean	Assistant Dance Instructor	52.00
0	12/31/2008	General Fund	Training	Michael Holtmeier	Lunch During Training	10.00
0	12/31/2008	Recreation Fund	Rental	Roseville Area Schools	Space Rental & Stage-Fairview Comm Cent	3,820.00
0	12/31/2008	General Fund	Transportation	William Malinen	Mileage Reimbursement	26.42
0	12/31/2008	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-Dec. 2008	225.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/31/2008	License Center	Transportation	Jill Theisen	Mileage Reimbursement	315.90
0	12/31/2008	Recreation Fund	Transportation	Nicole Dietman	Mileage Reimbursement	201.83
0	12/31/2008	General Fund	Transportation	Carolyn Curti	Mileage Reimbursement	227.57
0	12/31/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	200.00
0	12/31/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	1,000.00
0	12/31/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	800.00
0	12/31/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	1,153.90
0	12/31/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	135.84
0	12/31/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	188.62
0	12/31/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	227.30
0	12/31/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	132.08
0	12/31/2008	P & R Contract Maintenance	Contract Maintenance	Cushman Motor Co Inc	V-Plow Holder	417.45
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Paint & Supplies	34.75
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Enamel	27.66
0	12/31/2008	Recreation Improvements	Acorn Shelter Demo	North Heights Hardware Hank	Quick Cap	6.38
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Snow Pusher	34.06
0	12/31/2008	General Fund	Motor Fuel	Kath Fuel Oil Service, Inc.	2008 Blanket PO for fuel	5,323.80
0	12/31/2008	Water Fund	Operating Supplies	Goodin Corp.	Drain Flush Bag	58.97
0	12/31/2008	Water Fund	Operating Supplies	Goodin Corp.	Perf Cover	14.14
0	12/31/2008	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2008 Blanket PO for Vehicle Repairs	33.61
0	12/31/2008	General Fund	Vehicle Supplies	Metro Fire	Adapter	76.51
0	12/31/2008	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	583.00
0	12/31/2008	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	44.61
0	12/31/2008	General Fund	Utilities	Xcel Energy	Civil Defense	60.77
0	12/31/2008	General Fund	Utilities	Xcel Energy	Fire #1	1,030.07
0	12/31/2008	Golf Course	Utilities	Xcel Energy	Golf	501.26
0	12/31/2008	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	9,295.02
0	12/31/2008	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	5,240.26
0	12/31/2008	P & R Contract Maintenance	Utilities	Xcel Energy	P & R	43.25
0	12/31/2008	Sanitary Sewer	Utilities	Xcel Energy	Sewer	862.73
0	12/31/2008	Recreation Fund	Utilities	Xcel Energy	Skating	46,001.12
0	12/31/2008	General Fund	Utilities	Xcel Energy	Street Light	212.17
0	12/31/2008	Storm Drainage	Utilities	Xcel Energy	Storm Water	354.16
0	12/31/2008	General Fund	Utilities	Xcel Energy	Traffic Signal	1,767.11
0	12/31/2008	Water Fund	Utilities	Xcel Energy	Water	4,647.49
0	12/31/2008	General Fund	Utilities	Xcel Energy	Street Light	12,446.03
0	12/31/2008	Recreation Fund	NSP Loan Payable	Xcel Energy	Skating Loan	344.42
0	12/31/2008	General Fund	Office Supplies	Unisource Worldwide-No Central	Copy Paper	263.11
0	12/31/2008	General Fund	Office Supplies	Unisource Worldwide-No Central	Copy Paper	670.05
0	12/31/2008	General Fund	Office Supplies	Unisource Worldwide-No Central	Copy Paper	80.67
0	12/31/2008	Police Forfeiture Fund	Professional Services	Ancom Communications, Inc.	Antenna Whip	1,285.88
0	12/31/2008	Police Forfeiture Fund	Use Tax Payable	Ancom Communications, Inc.	Sales/Use Tax	-78.48
0	12/31/2008	Water Fund	Professional Services	Gopher State One Call	Tickets	92.91
0	12/31/2008	Sanitary Sewer	Professional Services	Gopher State One Call	Tickets	92.92

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	12/31/2008	Storm Drainage	Professional Services	Gopher State One Call	Tickets	92.91
0	12/31/2008	General Fund	Vehicle Supplies	Napa Auto Parts	2008 Blanket PO for Vehicle Repairs	72.89
0	12/31/2008	General Fund	Vehicle Supplies	Napa Auto Parts	2008 Blanket PO for Vehicle Repairs	21.70
0	12/31/2008	Storm Drainage	Operating Supplies	Grainger Inc	Filter	23.75
0	12/31/2008	Sanitary Sewer	Operating Supplies	Grainger Inc	Filter	23.75
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Filter	23.76
0	12/31/2008	Storm Drainage	Operating Supplies	Grainger Inc	Dual Extension Lance	38.72
0	12/31/2008	Sanitary Sewer	Operating Supplies	Grainger Inc	Dual Extension Lance	38.72
0	12/31/2008	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Dual Extension Lance	38.73
0	12/31/2008	Recreation Fund	Operating Supplies	Grainger Inc	Socket Set, Lamp	64.37
0	12/31/2008	P & R Contract Maintenance	Contract Maintenance	Grainger Inc	Fan Time Delay Switch	45.92
0	12/31/2008	P & R Contract Maintenance	Contract Maintenance	Grainger Inc	Heavy Duty Cutter	17.46
0	12/31/2008	General Fund	Vehicle Supplies	Grainger Inc	2008 Blanket PO for Vehicle Repairs	10.72
0	12/31/2008	General Fund	Operating Supplies City Garage	Eagle Clan Enterprises, Inc	Toilet Tissue, Roll Towels, Green Foam	312.05
0	12/31/2008	General Fund	Vehicle Supplies	Fastenal Company Inc.	GR8 HB	21.67
0	12/31/2008	General Fund	Vehicle Supplies	Fastenal Company Inc.	Batteries, RVT Pkg, Drill	480.71
0	12/31/2008	Sanitary Sewer	Operating Supplies	Northern Water Works Supply	Sewer Pipe	105.56
Check Total:						104,291.47
53797	12/11/2008	Recreation Fund	Operating Supplies	Active Network, Inc.	Consulting Services	200.00
53797	12/11/2008	Recreation Fund	Operating Supplies	Active Network, Inc.	Consulting Services	400.00
Check Total:						600.00
53798	12/11/2008	Community Development	Training	10,000 Lakes Chapter	Building Officials Training	225.00
53798	12/11/2008	Community Development	Conferences	10,000 Lakes Chapter	Building Officials Training	350.00
Check Total:						575.00
53799	12/11/2008	General Fund	Operating Supplies	3M	White Cubed Reflective Shtg.	474.46
53799	12/11/2008	General Fund	Operating Supplies	3M	Electronic Cuttable Film	383.40
Check Total:						857.86
53800	12/11/2008	Recreation Fund	Professional Services	AARP	AARP Driving Instructor	250.00
Check Total:						250.00
53801	12/11/2008	Recreation Fund	Professional Services	AARP	AARP Driver's Course	310.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	310.00
53802	12/11/2008	General Fund	Professional Services	Administrative Resources Corp.	Legal Update to Cafeteria Plan Doc.	375.00
					Check Total:	375.00
53803	12/11/2008	Recreation Fund	Operating Supplies	All Star Sports, Inc.	Bandy Jersey's	1,500.00
					Check Total:	1,500.00
53804	12/11/2008	Recreation Fund	Professional Services	City of Arden Hills	Grand Rios Water Park Field Trip	245.41
					Check Total:	245.41
53805	12/11/2008	Solid Waste Recycle	Professional Services	Asset Recovery Corporation	Recycling Services	474.03
					Check Total:	474.03
53806	12/11/2008	Recreation Fund	Operating Supplies	B & F Fasterner Supply	FSMSBHL	149.10
					Check Total:	149.10
53807	12/11/2008	General Fund	Operating Supplies	Batteries Plus, Inc.	DC/AC Inverter	37.81
					Check Total:	37.81
53808	12/11/2008	Singles Program	Operating Supplies	Diane Bollinger	Singles Supplies	44.91
					Check Total:	44.91
53809	12/11/2008	Water Fund	Accounts Payable	DAVID BREMER	Refund check	38.70
					Check Total:	38.70
53810	12/11/2008	Recreation Fund	Operating Supplies	Kathy Brotherton	Special Pops. Supplies Reimbursement	40.10
					Check Total:	40.10
53811	12/11/2008	Contracted Engineering Svcs	Operating Supplies	Brown Traffic Products	2 CAR-R820C-A01-Black, Solar Ped Beacon	5,874.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						5,874.54
53812	12/11/2008	General Fund	Professional Services	Shirley Buerkle	Election Project	30.00
Check Total:						30.00
53813	12/11/2008	Information Technology	Operating Supplies	CDW Government, Inc.	Port Switch	1,223.54
Check Total:						1,223.54
53814	12/11/2008	P & R Contract Maintenance	Contract Maintenance	Central Power Distributors Inc	Gasket, Repair Kit	83.23
53814	12/11/2008	P & R Contract Maintenance	Contract Maintenance	Central Power Distributors Inc	Air Filter	26.75
Check Total:						109.98
53815	12/11/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	431.00
Check Total:						431.00
53816	12/11/2008	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
53816	12/11/2008	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
53816	12/11/2008	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
53816	12/11/2008	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
Check Total:						71.72
53817	12/11/2008	General Fund	Professional Services	Virginia Danielson	Election Project	22.50
Check Total:						22.50
53818	12/11/2008	T.I.F. District # 13	Payment to Owners	Eagle Crest Senior Housing LLC	2nd Half TIF Payment 2008	111,795.65
Check Total:						111,795.65
53819	12/11/2008	General Fund	Operating Supplies	Ecolab Inc	Digiclean Foam	239.44
Check Total:						239.44
53820	12/11/2008	Recreation Fund	Contract Maintenance	Electric Motor Repair, Inc	Quad Ring, Ball Bearings	1,590.02

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						1,590.02
53821	12/11/2008	TIF District #10-Can Am	Payment to Owners	Estate of Mr. George J. Reilin	2008 TIF Payment	170,833.75
Check Total:						170,833.75
53822	12/11/2008	P & R Contract Maintenance	Operating Supplies	Fra-Dor Blackdirt & Recycle	Black Dirt	279.57
Check Total:						279.57
53823	12/11/2008	General Fund	Vehicle Supplies	Green Man Technologies of MN	2008 Blanket PO for Vehicle Repairs	124.25
Check Total:						124.25
53824	12/11/2008	Municipal Jazz Band	Operating Supplies	Groth Music, Inc.	Roseville Big Band Music	134.69
Check Total:						134.69
53825	12/11/2008	Recreation Fund	Fee Program Revenue	Peggy Guiang	Gymnastics Class Refund	65.00
53825	12/11/2008	Recreation Fund	Fee Program Revenue	Peggy Guiang	Gymnastics Class Refund	8.00
53825	12/11/2008	Recreation Fund	Fee Program Revenue	Peggy Guiang	Gymnastics Class Refund	8.00
Check Total:						81.00
53826	12/11/2008	General Fund	Vehicle Supplies	H & L Mesabi	2008 Blanket PO for Vehicle Repairs	639.82
Check Total:						639.82
53827	12/11/2008	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Brush Union Mix	177.86
53827	12/11/2008	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Hose Vac Assembly	21.58
53827	12/11/2008	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Blade Front	28.41
53827	12/11/2008	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Squeegee Blade	17.22
53827	12/11/2008	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Credit Memo	-31.95
53827	12/11/2008	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Credit Memo	-17.57
Check Total:						195.55
53828	12/11/2008	Recreation Fund	Professional Services	Holiday Lights	Entrance Fee for Light Display	45.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	45.00
53829	12/11/2008	Recreation Fund	Operating Supplies	Ice Skating Institute	Badges	78.81
53829	12/11/2008	Recreation Fund	Use Tax Payable	Ice Skating Institute	Sales/Use Tax	-4.81
					Check Total:	74.00
53830	12/11/2008	Recreation Fund	Professional Services	Imagine Design & Creative Cons	Winter '09 Brochure Production	2,554.00
					Check Total:	2,554.00
53831	12/11/2008	Recreation Fund	Professional Services	Jessica Kohs	Assistant Dance Instructor	34.00
					Check Total:	34.00
53832	12/11/2008	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copier Charges	1,574.34
					Check Total:	1,574.34
53833	12/11/2008	General Fund	Miscellaneous	League of MN Cities	2008/2009 Dues	18,919.00
					Check Total:	18,919.00
53834	12/11/2008	Recreation Fund	Advertising	Let's Play, Inc.	1/4 Page advertisement	236.32
					Check Total:	236.32
53835	12/11/2008	Community Development	Advertising	Lillie Suburban Newspaper Inc	Planning, Project Notices	25.21
53835	12/11/2008	General Fund	Advertising	Lillie Suburban Newspaper Inc	Ordinance, Liquor License Notices	244.15
					Check Total:	269.36
53836	12/11/2008	Water Fund	Accounts Payable	LINDA RIVARD / MGIC	Refund check	26.39
					Check Total:	26.39
53837	12/11/2008	General Fund	Operating Supplies	MAGC	MAGC Conference-Curti	75.00
					Check Total:	75.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
53838	12/11/2008	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	24.00
Check Total:						24.00
53839	12/11/2008	Recreation Fund	Operating Supplies	Minnesota Recreation & Park As	Post Season Softball Berths	750.00
53839	12/11/2008	Recreation Fund	Training	Minnesota Recreation & Park As	Leadership Academy-Tullberg	580.00
Check Total:						1,330.00
53840	12/11/2008	Community Development	Building Surcharge	MN Dept of Labor and Industry	Building Permit Surcharges-Nov 08	2,155.62
53840	12/11/2008	Community Development	Miscellaneous Revenue	MN Dept of Labor and Industry	Building Permit Retention-Nov 08	-43.11
Check Total:						2,112.51
53841	12/11/2008	Recreation Fund	Operating Supplies	Muska Lighting Center	Lights	19.70
Check Total:						19.70
53842	12/11/2008	Water Fund	Accounts Payable	DONNA OH	Refund check	95.46
Check Total:						95.46
53843	12/11/2008	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	25.02
Check Total:						25.02
53844	12/11/2008	General Fund	Professional Services	Performance Plus, Inc.	Drug Screen, Physical Abilities	670.00
Check Total:						670.00
53845	12/11/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	200.00
Check Total:						200.00
53846	12/11/2008	General Fund	Operating Supplies	Plaisted Co	2008 Blanket PO for Safety Grit Ice Cont	4,682.32
Check Total:						4,682.32
53847	12/11/2008	Housing & Redevelopment A	Printing	Pro Print, Inc.	Printing-Workshop Postcards	140.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						140.62
53848	12/11/2008	Telephone	St. Anthony Telephone	Qwest	Telephone Service	120.07
53848	12/11/2008	Telephone	St. Anthony Telephone	Qwest	Telephone Service	294.66
53848	12/11/2008	Telephone	Telephone	Qwest	Telephone Service	171.51
53848	12/11/2008	Telephone	NSCC Telephone	Qwest	Telephone Service	639.00
53848	12/11/2008	Telephone	Telephone	Qwest	Telephone Service	639.00
53848	12/11/2008	Telephone	N St. Paul Telephone	Qwest	Telephone Service	639.00
53848	12/11/2008	Telephone	N St. Paul Telephone	Qwest	Telephone Service	85.75
53848	12/11/2008	Telephone	St. Anthony Telephone	Qwest	Telephone Service	639.00
53848	12/11/2008	Telephone	Telephone	Qwest	Telephone Service	245.17
53848	12/11/2008	Telephone	Telephone	Qwest	Telephone Service	335.39
53848	12/11/2008	Telephone	NSCC Telephone	Qwest	Telephone Service	179.57
Check Total:						3,988.12
53849	12/11/2008	Recreation Fund	Professional Services	Rad Zoo	Halloween Spooktacular	300.00
Check Total:						300.00
53850	12/11/2008	Recreation Fund	Professional Services	The Raptor Center	Education Program	300.00
Check Total:						300.00
53851	12/11/2008	Telecommunications	Memberships & Subscriptions	Resource Recycling	Subscription Renewal	107.00
Check Total:						107.00
53852	12/11/2008	P & R Contract Maintenance	Professional Services	Rick Johnson's Deer & Beaver I	Deer Removal	100.00
Check Total:						100.00
53853	12/11/2008	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	32.00
Check Total:						32.00
53854	12/11/2008	General Fund	Vehicle Supplies	Roseville Chrysler Plymouth	AC Hinge	67.81
Check Total:						67.81
53855	12/11/2008	General Fund	Operating Supplies	Sam's Club	Beverages, Food	356.27

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	356.27
53856	12/11/2008	General Fund	Contract Maint. - City Hall	Schindler Elevator Corporation	Quarterly Billing	1,002.54
					Check Total:	1,002.54
53857	12/11/2008	Water Fund	Accounts Payable	MARK SCHNEIDER	Refund check	2.93
					Check Total:	2.93
53858	12/11/2008	Recreation Fund	Professional Services	Myra Smisek	Program Planning	103.50
53858	12/11/2008	Recreation Fund	Operating Supplies	Myra Smisek	Supplies Reimbursement	137.11
					Check Total:	240.61
53859	12/11/2008	General Fund	Operating Supplies	Staples Business Advantage	Toner	839.50
					Check Total:	839.50
53860	12/11/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefir Reimbursement	132.96
					Check Total:	132.96
53861	12/11/2008	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware	Thermocouples	28.72
53861	12/11/2008	Recreation Fund	Operating Supplies	Suburban Ace Hardware	Valve Ball	44.72
53861	12/11/2008	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware	Thermostat, Knife, Box	20.72
					Check Total:	94.16
53862	12/11/2008	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2008 Blanket PO for Vehicle Repairs	507.41
					Check Total:	507.41
53863	12/11/2008	Community Development	Operating Supplies	Rick Talbot	Reimbursement for Measuring Wheel	43.76
					Check Total:	43.76
53864	12/11/2008	Recreation Fund	Operating Supplies	TwinSource	Bath Tissue	236.30

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						236.30
53865	12/11/2008	General Fund	Training	University of Minnesota	MPWA Fall Workshop-1088072	99.00
Check Total:						99.00
53866	12/11/2008	General Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	16.43
53866	12/11/2008	General Fund	Transportation	US Bank	Petty Cash Reimbursement	10.00
53866	12/11/2008	General Fund	Transportation	US Bank	Petty Cash Reimbursement	7.00
53866	12/11/2008	General Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	17.25
53866	12/11/2008	Police - DWI Enforcement	Other Improvements	US Bank	Petty Cash Reimbursement	20.00
53866	12/11/2008	Police - DWI Enforcement	Operating Supplies	US Bank	Petty Cash Reimbursement	20.00
53866	12/11/2008	General Fund	Office Supplies	US Bank	Petty Cash Reimbursement	18.40
53866	12/11/2008	General Fund	Training	US Bank	Petty Cash Reimbursement	18.00
53866	12/11/2008	General Fund	Transportation	US Bank	Petty Cash Reimbursement	7.00
53866	12/11/2008	Fire Equipment	Fire Department Vehicles	US Bank	Petty Cash Reimbursement	20.00
53866	12/11/2008	General Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	5.98
53866	12/11/2008	Police - DWI Enforcement	Operating Supplies	US Bank	Petty Cash Reimbursement	19.50
53866	12/11/2008	General Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	14.98
Check Total:						194.54
53867	12/11/2008	Recreation Fund	Advertising	Valpak	Coated Coupon	930.00
Check Total:						930.00
53868	12/11/2008	Recreation Fund	Operating Supplies	Viking Electric Supply, Inc.	Wire	387.51
53868	12/11/2008	Recreation Fund	Operating Supplies	Viking Electric Supply, Inc.	XN 1048	249.31
53868	12/11/2008	General Fund	Op Supplies - City Hall	Viking Electric Supply, Inc.	Wire, Wirenuts	166.85
Check Total:						803.67
53869	12/11/2008	Singles Program	Operating Supplies	Martha Weller	Singles Supplies Reimbursement	118.52
Check Total:						118.52
53870	12/11/2008	Recreation Fund	Operating Supplies	Denise Wind	Reimbursement for Ice Show Decorations	43.59
Check Total:						43.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
53871	12/11/2008	Recreation Fund	Deposits - Arboretum Bricks	US Bank	Petty Cash Reimbursement-Octoberfest	50.00
					Check Total:	50.00
53872	12/18/2008	General Fund	Other Improvements	Allina Hospitals & Clinics	AED and Pediatric Key	1,757.25
					Check Total:	1,757.25
53873	12/18/2008	General Fund	Training	Anoka County Sheriff's Office	Range Use	958.50
					Check Total:	958.50
53874	12/18/2008	General Fund	Clothing	Aspen Mills Inc.	Jacket	31.63
53874	12/18/2008	General Fund	Clothing	Aspen Mills Inc.	Jacket	31.63
53874	12/18/2008	General Fund	Vehicle Supplies	Aspen Mills Inc.	Pelican 3750	95.20
53874	12/18/2008	General Fund	Clothing	Aspen Mills Inc.	Jacket	38.55
53874	12/18/2008	General Fund	Clothing	Aspen Mills Inc.	Jackets	114.06
53874	12/18/2008	General Fund	Clothing	Aspen Mills Inc.	Shirts, Boots	545.25
					Check Total:	856.32
53875	12/18/2008	General Fund	Contract Maintenance	Auto Body Plus, Inc.	Vehicle Repair	319.50
53875	12/18/2008	General Fund	Contract Maintenance	Auto Body Plus, Inc.	Vehicle Repair	559.95
					Check Total:	879.45
53876	12/18/2008	General Fund	Operating Supplies	Batteries Plus, Inc.	Alkaline Batteries	90.48
53876	12/18/2008	General Fund	Operating Supplies	Batteries Plus, Inc.	Alkaline Batteries	76.17
					Check Total:	166.65
53877	12/18/2008	General Fund	Training	BCA-Breath Test Section	Intoxilyzer Class-Roth, Nelson, Arneson	150.00
53877	12/18/2008	General Fund	Training	BCA-Breath Test Section	Intoxilyzer Class-Adams	225.00
					Check Total:	375.00
53879	12/18/2008	Recreation Fund	Office Supplies	Blick Art Materials	Drawing Pencils	3.48
53879	12/18/2008	Recreation Fund	Office Supplies	Blick Art Materials	Drafting Pencils	12.42
					Check Total:	15.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
53880	12/18/2008	General Fund	Professional Services	Brighton Veterinary Hospital	Animal Control Services	650.00
					Check Total:	650.00
53881	12/18/2008	Recreation Fund	Professional Services	Karen Carrier	Tai Chi Instructor	210.00
					Check Total:	210.00
53882	12/18/2008	General Fund	Contract Maintenance	Cartridge Care	Repair	275.00
					Check Total:	275.00
53883	12/18/2008	Information Technology	Contract Maintenance	CDW Government, Inc.	Cisco Smartnet	81.60
					Check Total:	81.60
53884	12/18/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	76.92
					Check Total:	76.92
53885	12/18/2008	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
53885	12/18/2008	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
					Check Total:	35.86
53886	12/18/2008	General Fund	Non Business Licenses - Pawn	City of Minneapolis	Pawn Transaction-Sept	1,644.00
53886	12/18/2008	General Fund	Non Business Licenses - Pawn	City of Minneapolis	Pawn Transaction-Oct	1,738.00
					Check Total:	3,382.00
53887	12/18/2008	Risk Management	Insurance	CNA Surety	Bond/Policy #-0601 70251687	100.00
					Check Total:	100.00
53888	12/18/2008	General Fund	Operating Supplies	Coffee Mill, Inc.	Coffee Items	371.75
					Check Total:	371.75
53889	12/18/2008	Information Technology	Telephone	Comcast Cable	High Speed Internet	79.95
53889	12/18/2008	Information Technology	Telephone	Comcast Cable	High Speed Internet	79.95

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						159.90
53890	12/18/2008	General Fund	Vehicle Supplies	Continental Research Corp	Cotton Sleeve	45.15
Check Total:						45.15
53891	12/18/2008	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Midway Speedskating-Nov Bingo	1,701.00
53891	12/18/2008	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Roseville Youth Hockey-Nov Bingo	2,313.36
Check Total:						4,014.36
53892	12/18/2008	General Fund	Training	Donald Salverda & Associates	Effective Management Class-Malinen	600.00
Check Total:						600.00
53893	12/18/2008	Water Fund	Operating Supplies	EESCO	Heater	214.59
Check Total:						214.59
53894	12/18/2008	General Fund	Clothing	Emblem Enterprises, Inc	Emblems	771.08
53894	12/18/2008	General Fund	Use Tax Payable	Emblem Enterprises, Inc	Sales/Use Tax	-47.06
Check Total:						724.02
53895	12/18/2008	General Fund	Professional Services	FedEx	Shipping	24.86
53895	12/18/2008	General Fund	Contract Maintenance	FedEx	Shipping	62.93
Check Total:						87.79
53896	12/18/2008	Recreation Fund	Professional Services	Field Day	New Years Eve Celebration-Photo Buttons	460.00
Check Total:						460.00
53897	12/18/2008	General Fund	Operating Supplies	Fitzco Inc	Evidence/Property PRT	51.66
Check Total:						51.66
53898	12/18/2008	General Fund	Operating Supplies	Foremost Promotions	Police Car Stress Shape, Keyholder	1,364.48
53898	12/18/2008	General Fund	Use Tax Payable	Foremost Promotions	Sales/Use Tax	-83.27

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						1,281.21
53899	12/18/2008	Water Fund	Operating Supplies	Fra-Dor Blackdirt & Recycle	Black Dirt	60.00
Check Total:						60.00
53900	12/18/2008	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	401 a William Malinen-employer Portion	309.50
Check Total:						309.50
53901	12/18/2008	P & R Contract Maintenance	Operating Supplies	J.R. Johnson Supply, Inc.	Soil Bags	63.90
53901	12/18/2008	P & R Contract Maintenance	Use Tax Payable	J.R. Johnson Supply, Inc.	Sales/Use Tax	-3.90
Check Total:						60.00
53902	12/18/2008	General Fund	Training	Sean Johnson	Reimbursement for Lunch During Training	11.72
Check Total:						11.72
53903	12/18/2008	Recreation Fund	Professional Services	Jeff Jones	Instructor/Office Assistant	100.00
53903	12/18/2008	Recreation Fund	Professional Services	Jeff Jones	Instructor/Office Assistant	70.00
Check Total:						170.00
53904	12/18/2008	P & R Contract Maintenance	Clothing	Mike Lavelle	Boots Per Union Contract	106.25
Check Total:						106.25
53905	12/18/2008	Recreation Fund	Advertising	Let's Play, Inc.	Advertising	239.86
Check Total:						239.86
53906	12/18/2008	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	Open Skating Advertisement	220.80
Check Total:						220.80
53907	12/18/2008	Sanitary Sewer	Professional Services	Lone Oak Companies, Inc.	Utility Billing Postage	132.05
53907	12/18/2008	Water Fund	Professional Services	Lone Oak Companies, Inc.	Utility Billing Postage	132.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
53907	12/18/2008	Storm Drainage	Professional Services	Lone Oak Companies, Inc.	Utility Billing Postage	132.05
					Check Total:	396.15
53908	12/18/2008	General Fund	Vehicle Supplies	M & M HYDRAULIC	Adapters	14.10
					Check Total:	14.10
53909	12/18/2008	Telecommunications	Conferences	MAGC	Fall Conference-Pratt	75.00
					Check Total:	75.00
53910	12/18/2008	General Fund	Operating Supplies	MAS	Police Car Magnets	700.13
53910	12/18/2008	General Fund	Use Tax Payable	MAS	Sales/Use Tax	-42.73
					Check Total:	657.40
53911	12/18/2008	General Fund	Operating Supplies	The Media Workshop, Inc.	Imaging	74.55
53911	12/18/2008	General Fund	Operating Supplies	The Media Workshop, Inc.	DVD Duplication	14.91
					Check Total:	89.46
53912	12/18/2008	General Fund	Employee Recognition	Michael Roby & Associates	Employee Training Lunch Speaker	1,500.00
					Check Total:	1,500.00
53913	12/18/2008	General Fund	Operating Supplies	MN Chiefs of Police Assoc	Permits to Acquire	112.00
					Check Total:	112.00
53914	12/18/2008	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Payroll Deduction for 12/16 Payroll	587.50
					Check Total:	587.50
53915	12/18/2008	General Fund	Conferences	MN Prevention Resource Center	Attendee-Chau	30.00
					Check Total:	30.00
53916	12/18/2008	General Fund	MN State Retirement	MN State Retirement System	Payroll Deduction for 12/16 Payroll	4,158.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	4,158.25
53917	12/18/2008	General Fund	Conferences	MN/SCIA	Fall Conference	160.00
					Check Total:	160.00
53918	12/18/2008	Recreation Fund	Operating Supplies	Motion Industries Inc	Z 40000	86.04
					Check Total:	86.04
53919	12/18/2008	Recreation Fund	Advertising	MSP Communications	Wedding Packages Advertising	3,285.00
					Check Total:	3,285.00
53921	12/18/2008	Police - DWI Enforcement	Professional Services	National Camera Exchange	Camera Equipment	1,313.01
53921	12/18/2008	Police - DWI Enforcement	Professional Services	National Camera Exchange	Camera Equipment	207.66
53921	12/18/2008	Police - DWI Enforcement	Professional Services	National Camera Exchange	Credit	-19.12
					Check Total:	1,501.55
53922	12/18/2008	General Fund	Training	New Brighton Dept. of Public S	Range Use	200.00
					Check Total:	200.00
53923	12/18/2008	General Fund	Contract Maint. - City Hall	Nitti Sanitation Inc.	Regular Service	153.00
53923	12/18/2008	General Fund	Contract Maintienace	Nitti Sanitation Inc.	Regular Service	88.40
53923	12/18/2008	General Fund	Contract Maint. - City Garage	Nitti Sanitation Inc.	Regular Service	275.40
53923	12/18/2008	General Fund	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	54.40
53923	12/18/2008	Golf Course	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	108.80
53923	12/18/2008	Recreation Fund	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	224.40
53923	12/18/2008	P & R Contract Maintenance	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	516.80
					Check Total:	1,421.20
53924	12/18/2008	General Fund	Police Explorer Program	Northern Star Council	Police Explorer Registration	184.00
					Check Total:	184.00
53925	12/18/2008	Community Development	Electrical Permits	One Way Building Services	Permit Refund for MSP-AHS	60.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						60.00
53926	12/18/2008	General Fund	Contract Maintenance	Optimum Glass	Window Reglazing	229.76
Check Total:						229.76
53927	12/18/2008	General Fund	Operating Supplies	Petco Animal Supplies, Inc.	K9 Food	108.86
53927	12/18/2008	General Fund	Operating Supplies	Petco Animal Supplies, Inc.	K9 Food	104.59
Check Total:						213.45
53928	12/18/2008	Recreation Fund	Professional Services	Rebecca Picha	Volleyball Instructor	123.50
Check Total:						123.50
53929	12/18/2008	Water Fund	Contract Maintenance	Quality Underground Services	Blanket PO for water main break traffic	141.47
Check Total:						141.47
53930	12/18/2008	Telephone	St. Anthony Telephone	Qwest	Telephone Service	79.13
53930	12/18/2008	Telephone	St. Anthony Telephone	Qwest	Telephone Service	50.21
53930	12/18/2008	Telephone	St. Anthony Telephone	Qwest	Telephone Service	186.57
53930	12/18/2008	Telephone	NSCC Telephone	Qwest	Telephone Service	326.00
Check Total:						641.91
53931	12/18/2008	Water Fund	Operating Supplies	R & S Riese, Inc.	Remove 5 trees from booster station & gr	2,263.13
Check Total:						2,263.13
53932	12/18/2008	General Fund	Professional Services	Ramsey County	Fleet Support Fee-Sept 2008	343.20
53932	12/18/2008	General Fund	Professional Services	Ramsey County	Fleet Support Fee-Oct 2008	343.20
53932	12/18/2008	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service Oct 2008	13,232.58
53932	12/18/2008	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service Nov2008	13,232.58
Check Total:						27,151.56
53933	12/18/2008	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case # CV074555	351.16

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						351.16
53934	12/18/2008	General Fund	Contract Maintnenace	Ready Watt Electric-Inc.	Siren Maintenance	786.00
Check Total:						786.00
53935	12/18/2008	General Fund	Professional Services	Regents of the University of M	K9 Healthcare	664.41
Check Total:						664.41
53936	12/18/2008	Telecommunications	Memberships & Subscriptions	Resource Recycling	Subscription Renewal	107.00
Check Total:						107.00
53937	12/18/2008	Storm Drainage	Operating Supplies	RRT Processing Solutions LLC	C & D TN	33.15
53937	12/18/2008	Storm Drainage	Operating Supplies	RRT Processing Solutions LLC	6" Brush	22.50
Check Total:						55.65
53938	12/18/2008	General Fund	Conferences	Maureen Sikorra	MN SCIA Lodging Reimbursement	197.50
53938	12/18/2008	General Fund	211402 - HCMA - Medical Exp.	Maureen Sikorra	Flexible Benefit Reimbursement	400.00
Check Total:						597.50
53940	12/18/2008	General Fund	Vehicle Supplies	Speedway SuperAmerica	Fuel	75.99
Check Total:						75.99
53941	12/18/2008	General Fund	Contract Maintenance	Sprint	Cell Phones	224.47
53941	12/18/2008	General Fund	Contract Maintenance	Sprint	Cell Phones	564.84
Check Total:						789.31
53942	12/18/2008	General Fund	Operating Supplies	State of Minnesota	District Court Citations	2,374.00
Check Total:						2,374.00
53943	12/18/2008	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	379.50
53943	12/18/2008	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	10.18

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						389.68
53944	12/18/2008	General Fund	Operating Supplies	Suburban Ace Hardware	Wash Bay Supplies	10.11
53944	12/18/2008	General Fund	Operating Supplies	Suburban Ace Hardware	Wash Bay Supplies	75.59
Check Total:						85.70
53945	12/18/2008	General Fund	Clothing	Uniforms Unlimited, Inc.	Deluxe Trop	163.50
53945	12/18/2008	General Fund	Clothing	Uniforms Unlimited, Inc.	Vest	999.95
53945	12/18/2008	General Fund	Clothing	Uniforms Unlimited, Inc.	Hatband	5.27
53945	12/18/2008	General Fund	Clothing	Uniforms Unlimited, Inc.	Trop, Name Bar	57.49
53945	12/18/2008	General Fund	Other Improvements	Uniforms Unlimited, Inc.	Taser Cartridge	955.84
Check Total:						2,182.05
53946	12/18/2008	General Fund	Training	Upper Midwest Community Polici	Understanding Terrorism Class-Chau	49.00
Check Total:						49.00
53947	12/18/2008	General Fund	Rental	USA Mobility Wireless, Inc.	Tactical Tea	115.41
53947	12/18/2008	General Fund	Rental	USA Mobility Wireless, Inc.	Tactical Tea	117.14
Check Total:						232.55
53948	12/18/2008	General Fund	Operating Supplies	Verizon Wireless	Cell Phones	71.34
Check Total:						71.34
53949	12/18/2008	Water Fund	Professional Services	Water Conservation Service, In	Watermain Service	217.40
Check Total:						217.40
53950	12/18/2008	Recreation Fund	Professional Services	Youth Enrichment League, Corp.	Legos Classes	2,028.00
Check Total:						2,028.00
53951	12/23/2008	Recreation Fund	Professional Services	Celia Gillette	Basketball Scorekeeping	120.00
Check Total:						120.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
53952	12/23/2008	Recreation Fund	Professional Services	Bob Johnson	Basketball Scorekeeping	90.00
					Check Total:	90.00
53953	12/23/2008	Recreation Fund	Professional Services	Kalsey Larson	Basketball Scorekeeping	48.00
					Check Total:	48.00
53954	12/23/2008	Recreation Fund	Professional Services	Michael Malinen	Scorekeeping	90.00
					Check Total:	90.00
53955	12/23/2008	Recreation Fund	Professional Services	Hannah Stolba	Basketball Scorekeeping	120.00
					Check Total:	120.00
53956	12/31/2008	Sanitary Sewer	Postage	Lone Oak Companies, Inc.	Utility Billing Section 003	383.60
53956	12/31/2008	Water Fund	Postage	Lone Oak Companies, Inc.	Utility Billing Section 003	383.60
53956	12/31/2008	Storm Drainage	Postage	Lone Oak Companies, Inc.	Utility Billing Section 003	383.59
					Check Total:	1,150.79
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	41.23
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	197.31
53957	12/31/2008	Storm Drainage	Telephone	Sprint	Cell Phones	206.77
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	17.01
53957	12/31/2008	Sanitary Sewer	Telephone	Sprint	Cell Phones	274.11
53957	12/31/2008	Recreation Fund	Telephone	Sprint	Cell Phones	136.97
53957	12/31/2008	Recreation Fund	Telephone	Sprint	Cell Phones	116.75
53957	12/31/2008	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	254.92
53957	12/31/2008	Golf Course	Telephone	Sprint	Cell Phones	34.52
53957	12/31/2008	Community Development	Telephone	Sprint	Cell Phones	113.10
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	34.03
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	17.01
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	402.49
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	68.21
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	51.20
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	272.58
53957	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	167.87
					Check Total:	2,406.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
53958	12/31/2008	General Fund	Operating Supplies	Accurint - Acct #1010287	Nov 2008 Minimum Commitment Balance	90.00
Check Total:						90.00
53959	12/31/2008	General Fund	Clothing	Aspen Mills Inc.	Pants, Shirts, Emblems	203.51
53959	12/31/2008	General Fund	Clothing	Aspen Mills Inc.	Jacket	58.55
53959	12/31/2008	General Fund	Clothing	Aspen Mills Inc.	Shirts, Jackets, Pants	574.80
53959	12/31/2008	General Fund	Clothing	Aspen Mills Inc.	Shirts, Jackets, Pants	510.35
53959	12/31/2008	General Fund	Clothing	Aspen Mills Inc.	Shirts, Jackets, Pants	572.80
53959	12/31/2008	General Fund	Clothing	Aspen Mills Inc.	Pants, Patches	81.40
Check Total:						2,001.41
53960	12/31/2008	Equipment Replacement	FunRental - Office Machines	Banc of America Leasing	Copier Lease	2,875.06
Check Total:						2,875.06
53961	12/31/2008	Recreation Fund	Operating Supplies	Blick Art Materials	Drawing Pencils-Customer #-10052	3.49
Check Total:						3.49
53962	12/31/2008	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	Window Cleaning-License Center	29.00
Check Total:						29.00
53963	12/31/2008	General Fund	Operating Supplies	Cargill Inc.	100 tons ~ Treated Road Salt per State B	3,204.65
53963	12/31/2008	General Fund	Operating Supplies	Cargill Inc.	Sales Tax @ 6.5%	208.30
53963	12/31/2008	General Fund	Operating Supplies	Cargill Inc.	100 tons ~ Treated Road Salt per State B	3,804.62
53963	12/31/2008	General Fund	Operating Supplies	Cargill Inc.	Sales Tax @ 6.5%	247.30
Check Total:						7,464.87
53964	12/31/2008	General Fund	Medical Services	ChoicePoint Services, Inc.	Drug Test	58.00
Check Total:						58.00
53965	12/31/2008	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
53965	12/31/2008	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	35.86
53966	12/31/2008	Recreation Fund	Professional Services	City of Shoreview	School's Out Camp	415.37
					Check Total:	415.37
53967	12/31/2008	Water Fund	Accounts Payable	COMCAST	Refund check	426.64
					Check Total:	426.64
53968	12/31/2008	Equipment Replacement Fund	Sale of Property	Compar, Inc.	Touchscreen Notebook	3,290.52
					Check Total:	3,290.52
53969	12/31/2008	Water Fund	Other Improvements	CW Houle, Inc.	Misc. Job Snelling and Cty Rd B	3,643.44
					Check Total:	3,643.44
53970	12/31/2008	Police Forfeiture Fund	Deposits Held	Department of Finance	Forfeitures	3,943.65
					Check Total:	3,943.65
53971	12/31/2008	Recreation Fund	Advertising	Dex Media East LLC	Yellow Pages Advertising	38.99
53971	12/31/2008	Golf Course	Advertising	Dex Media East LLC	Yellow Pages Advertising	39.00
					Check Total:	77.99
53972	12/31/2008	Community Development	Electrical Permits	Dynamic Electric Design	Permit Refund	35.00
					Check Total:	35.00
53973	12/31/2008	General Fund	Operating Supplies	Chris Faint	Reimbursement for Food	17.00
					Check Total:	17.00
53974	12/31/2008	Recreation Fund	Professional Services	Forecast Public Artworks	Ampitheatre Public Art Contract-1st Pmt	1,179.00
53974	12/31/2008	Recreation Donations	Professional Services	Forecast Public Artworks	Ampitheatre Public Art Contract-1st Pmt	321.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						1,500.00
53975	12/31/2008	General Fund	Operating Supplies	Harvey Fox	Reimbursement-Mailbox Hit by Snowplow	50.04
Check Total:						50.04
53976	12/31/2008	Water Fund	Accounts Payable	SCOTT FREDERICKSON	Refund check	51.53
Check Total:						51.53
53977	12/31/2008	Recreation Fund	Professional Services	Friends of Harriet Alexander N	Judge the Fudge, Wild Rice Fest. Reimb.	660.00
Check Total:						660.00
53978	12/31/2008	General Fund	Contract Maintenance Vehicles	GCR Truck Tire Centers	2008 Blanket P for Vehicle Repairs	1,465.44
Check Total:						1,465.44
53979	12/31/2008	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Slip Hook	44.30
Check Total:						44.30
53980	12/31/2008	Recreation Improvements	Acorn Shelter Demo	Goodmanson Construction	Bench Pad	196.00
Check Total:						196.00
53981	12/31/2008	P & R Contract Maintenance	Contract Maintenance	GreenImage LLC	Rear View M	132.04
Check Total:						132.04
53982	12/31/2008	Vehicle Revolving	Vehicles & Equipment	HealthEast Transportation	Vehicle Conversion	93.21
53982	12/31/2008	Vehicle Revolving	Vehicles & Equipment	HealthEast Transportation	Vehicle Conversion	77.10
53982	12/31/2008	Vehicle Revolving	Vehicles & Equipment	HealthEast Transportation	Vehicle Conversion	2,058.19
Check Total:						2,228.50
53983	12/31/2008	General Fund	Training	Hennepin Technical College	M-Step Conference-Marshall	185.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						185.00
53984	12/31/2008	Recreation Fund	Professional Services	Tiffany Hoffman	Youth Volleyball Instructor	123.50
Check Total:						123.50
53985	12/31/2008	General Fund	Training	Honeybaked Ham Company	Use of Force	187.20
53985	12/31/2008	General Fund	Training	Honeybaked Ham Company	Use of Force	162.86
53985	12/31/2008	General Fund	Training	Honeybaked Ham Company	Use of Force	141.73
Check Total:						491.79
53986	12/31/2008	General Fund	Professional Services	IFP, TEST SERVICES	Psych Evaluations-Firefighter Candidates	1,185.00
Check Total:						1,185.00
53987	12/31/2008	Sanitary Sewer	Accounts Payable	MARTIN IGNATOWICZ	Refund check	33.32
53987	12/31/2008	Water Fund	Accounts Payable	MARTIN IGNATOWICZ	Refund check	333.24
Check Total:						366.56
53988	12/31/2008	General Fund	Telephone	Integra Telecom	Fire Control Alarm Lines	149.52
Check Total:						149.52
53989	12/31/2008	Recreation Fund	Professional Services	B. Patricia Jemie	Stretch & Strengthen Instructor	108.00
Check Total:						108.00
53990	12/31/2008	Recreation Fund	Professional Services	Jessica Kohs	Assistant Dance Instructor	34.00
Check Total:						34.00
53991	12/31/2008	Recreation Fund	Professional Services	Molly Kolles-Sowada	Basketball Instruction	54.00
Check Total:						54.00
53992	12/31/2008	Water Fund	Accounts Payable	MARLENE KRUNRIE	Refund check	27.19

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	27.19
53993	12/31/2008	Risk Management	Insurance	League of MN Cities Ins Trust	Liability Coverage	3,906.00
					Check Total:	3,906.00
53994	12/31/2008	General Fund	Contract Maint. - City Hall	Life Safety Systems	Labor on Fire System Communication	115.00
					Check Total:	115.00
53995	12/31/2008	Water Fund	Accounts Payable	DEBORAH MCDONALD	Refund check	54.36
					Check Total:	54.36
53996	12/31/2008	Police - DWI Enforcement	Professional Services	Mid America Auction	Storage Fees for Forfeited Vehicle	60.00
					Check Total:	60.00
53997	12/31/2008	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	48.00
					Check Total:	48.00
53998	12/31/2008	Solid Waste Recycle	Conferences	Minnesota Environmental Initia	2009 Legislative Preview	60.00
					Check Total:	60.00
53999	12/31/2008	Water Fund	State surcharge - Water	MN Dep Pub Health-Water Supply	Water Connection Fee-4th Qtr 2008	16,138.50
					Check Total:	16,138.50
54000	12/31/2008	General Fund	MN State Retirement	MN State Retirement System	Payroll Deduction for 12/30 Payroll	4,142.84
					Check Total:	4,142.84
54001	12/31/2008	Information Technology	Operating Supplies	MTG	Ladder Rack Components Service	235.05
					Check Total:	235.05
54002	12/31/2008	Information Technology	Operating Supplies	NDR Cables & Networks, Inc.	Singlemode Duplex	13.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						13.93
54003	12/31/2008	Recreation Fund	Fee Program Revenue	Karen Olson	Arboretum Rental Refund	25.00
54003	12/31/2008	Recreation Fund	Fee Program Revenue	Karen Olson	Arboretum Rental Refund	15.00
54003	12/31/2008	Recreation Fund	Fee Program Revenue	Karen Olson	Arboretum Rental Refund	258.22
54003	12/31/2008	Recreation Fund	Sales Tax Payable	Karen Olson	Arboretum Rental Refund	16.78
Check Total:						315.00
54004	12/31/2008	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	50.06
54004	12/31/2008	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	55.39
54004	12/31/2008	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	49.40
54004	12/31/2008	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	50.06
Check Total:						204.91
54005	12/31/2008	Sanitary Sewer	Accounts Payable	DENNIS PETERSON	Refund check	4.12
Check Total:						4.12
54006	12/31/2008	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	400.00
Check Total:						400.00
54007	12/31/2008	Equipment Replacement	FunRental - Office Machines	Pitney Bowes	Postage Equipment Rental Charge	1,158.00
Check Total:						1,158.00
54008	12/31/2008	Telecommunications	Postage	Postmaster- Cashier Window #5	Newsletter Postage-Acct #-2437	2,800.00
Check Total:						2,800.00
54009	12/31/2008	Water Fund	Contract Maintenance	Quality Underground Services	Blanket PO for water main break traffic	188.24
Check Total:						188.24
54010	12/31/2008	Telephone	St. Anthony Telephone	Qwest	Telephone Service	120.07
Check Total:						120.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54011	12/31/2008	Telephone	Telephone	Qwest	Telephone Service	38.60
54011	12/31/2008	Telephone	Telephone	Qwest	Telephone Service	100.98
54011	12/31/2008	Telephone	Falcon Hghts Telephone	Qwest	Telephone Service	67.14
Check Total:						206.72
54012	12/31/2008	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee Nov 1-Dec 31	424.32
Check Total:						424.32
54013	12/31/2008	Police Forfeiture Fund	Deposits Held	Ramsey County Attorney's Office	Forfeitures	2,864.50
Check Total:						2,864.50
54014	12/31/2008	Community Development	Professional Services	Ramsey County Prop Rec & Rev	Abstract Recording Fee 2005	322.00
54014	12/31/2008	Community Development	Professional Services	Ramsey County Prop Rec & Rev	Entry of Memorial 1st Certificate	92.00
Check Total:						414.00
54015	12/31/2008	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case # CV074555	351.16
Check Total:						351.16
54016	12/31/2008	General Fund	Tuition Reimbursement	Bcn Rezny	Tuition Reimbursement	1,080.00
Check Total:						1,080.00
54017	12/31/2008	Equipment Replacement	FunRental - Office Machines	Ricoh Americas Corporation	Color, B & W Meter Adjustments	384.96
54017	12/31/2008	Equipment Replacement	FunRental - Office Machines	Ricoh Americas Corporation	Color, B & W Meter Adjustments	151.95
54017	12/31/2008	Equipment Replacement	FunRental - Office Machines	Ricoh Americas Corporation	Color, B & W Meter Adjustments	151.13
Check Total:						688.04
54018	12/31/2008	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	10.00
Check Total:						10.00
54019	12/31/2008	Water Fund	Accounts Payable	DEREK SCHMIDT	Refund check	75.00
Check Total:						75.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54020	12/31/2008	Water Fund	Accounts Payable	RYAN SHIBUYA	Refund check	54.53
Check Total:						54.53
54021	12/31/2008	General Fund	Clothing	Signature Concepts	Invoices: 275278, 275279, 275280	187.67
54021	12/31/2008	General Fund	Clothing	Signature Concepts	Invoices: 275278, 275279, 275280	636.86
Check Total:						824.53
54022	12/31/2008	Community Development	Professional Services	Jeffrey M. Sjerven	Proofreading	300.00
Check Total:						300.00
54023	12/31/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	1,200.00
Check Total:						1,200.00
54024	12/31/2008	Sanitary Sewer	Accounts Payable	DOROTHY SMITH	Refund check	10.15
54024	12/31/2008	Water Fund	Accounts Payable	DOROTHY SMITH	Refund check	100.56
Check Total:						110.71
54025	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	39.21
54025	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	106.33
54025	12/31/2008	Information Technology	Telephone	Sprint	Cell Phones	146.02
54025	12/31/2008	Recreation Fund	Telephone	Sprint	Cell Phones	104.94
54025	12/31/2008	General Fund	Telephone	Sprint	Cell Phones	35.27
54025	12/31/2008	Community Development	Telephone	Sprint	Cell Phones	34.94
54025	12/31/2008	Information Technology	Telephone	Sprint	Cell Phones	95.99
54025	12/31/2008	Storm Drainage	Telephone	Sprint	Cell Phones	47.99
54025	12/31/2008	Information Technology	Telephone	Sprint	Cell Phones	143.98
Check Total:						754.67
54026	12/31/2008	Water Fund	Accounts Payable	POLLY & MARC STEPHANY	Refund check	44.72
Check Total:						44.72
54027	12/31/2008	General Fund	Professional Services	Sheila Stowell	Human Rights Commission Minutes	115.00
54027	12/31/2008	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	5.09

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	120.09
54028	12/31/2008	General Fund	Operating Supplies	Suburban Ace Hardware	Key	3.18
					Check Total:	3.18
54029	12/31/2008	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Asphalt	1,792.25
					Check Total:	1,792.25
54030	12/31/2008	Sanitary Sewer	Operating Supplies	Telemetry & Process Controls,	I.S. Barrier, Transducer	1,484.78
54030	12/31/2008	Sanitary Sewer	Use Tax Payable	Telemetry & Process Controls,	Sales/Use Tax	-90.62
					Check Total:	1,394.16
54031	12/31/2008	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Industrial Cyls.	17.94
					Check Total:	17.94
54032	12/31/2008	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	79.22
					Check Total:	79.22
54033	12/31/2008	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	90.53
54033	12/31/2008	Police Forfeiture Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	90.53
54033	12/31/2008	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Service	90.53
54033	12/31/2008	General Fund	Operating Supplies	Twin Cities Transport & Recove	Towing Service	90.53
					Check Total:	362.12
54034	12/31/2008	Water Fund	Professional Services	Twin City Water Clinic, Inc.	Blanket PO for water testing (bacteria t	400.00
					Check Total:	400.00
54035	12/31/2008	General Fund	Other Improvements	Uniforms Unlimited, Inc.	Taser Cartridge	955.84
					Check Total:	955.84
54036	12/31/2008	Water Fund	Accounts Payable	AARON VAN OORT	Refund check	186.12

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						186.12
54037	12/31/2008	General Fund	210300 - State Income Tax W/H	Wisconsin Dept of Revenue	Payroll Deduction for Dec Payroll	1,557.75
Check Total:						1,557.75
54038	12/31/2008	Information Technology	Telephone	XO Communications Inc.	Telephone Service	4,798.04
Check Total:						4,798.04
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	87.10
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	125.81
54039	12/31/2008	Information Technology	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	127.37
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	75.83
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	46.57
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	72.40
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	853.74
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	126.03
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	178.79
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	170.62
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	33.61
54039	12/31/2008	Telecommunications	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	41.86
54039	12/31/2008	Recreation Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	130.94
54039	12/31/2008	Recreation Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	17.07
54039	12/31/2008	P & R Contract Maintenance	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	115.37
54039	12/31/2008	Recreation Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	90.39
54039	12/31/2008	General Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	42.19
54039	12/31/2008	Community Development	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	105.74
54039	12/31/2008	Community Development	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	29.72
54039	12/31/2008	Community Development	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	73.00
54039	12/31/2008	Community Development	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	15.66
54039	12/31/2008	License Center	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	149.30
54039	12/31/2008	Sanitary Sewer	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	89.43
54039	12/31/2008	Water Fund	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	44.48
54039	12/31/2008	Golf Course	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	22.51
54039	12/31/2008	Golf Course	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	18.10
54039	12/31/2008	Storm Drainage	Employer Insurance	Assurant Employee Benefits	LTD Insurance Premium Dec 2008	31.97
Check Total:						2,915.60
54040	12/31/2008	General Fund	211400 - HCMA Insurance Ded.	Medica	Health Insurance Premium for Jan 09	7,838.95
54040	12/31/2008	General Fund	211400 - HCMA Insurance Ded.	Medica	Health Insurance Premium for Jan 09	82,605.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
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Check Total:	90,444.37
--------------	-----------

Report Total:	1,136,118.80
---------------	--------------

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/12/09
Item No.: 7.b

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Item / Description	Amount
Recreation	Flanagan Sales Inc.	Valley Park playground equipment	\$ 50,000.00
Recreation	Flanagan Sales Inc.	Central Park Dale St. playground equip. (a)	86,500.00

(a) Purchase will be offset by a \$55,000 donation from FORPARKS.

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description
	N/A

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

19 **STAFF RECOMMENDATION**

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

22 **REQUESTED COUNCIL ACTION**

23 Motion to approve the submitted list of general purchases, contracts for services, and if applicable the
24 trade-in/sale of surplus equipment.

25

26

Prepared by: Chris Miller, Finance Director

Attachments: A: None

27

1
2
3
4

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/12/09
Item No.: 7.c

5 Department Approval

City Manager Approval

6 



7 Item Description: **Council Review of Required 2008 Year End Pay Equity Reporting**
8

9
10 **Introduction:**

11
12 This reporting is required under the Local Government Pay Equity Act (M. S. 471.991-
13 471.999 and the Minnesota Rules, Chapter 3920. As the regulations for said reporting
14 require the follow report data is to be reviewed by City Council and approved by
15 signature of the Mayor.

16
17 In order to meet the statutory delivery requirement, this report must be signed and
18 delivered no latter than 1/31/09 to the Minnesota Department of Management and Budget
19 in St. Paul. Non compliance is subject to penalties.
20

21 **Report Results:**

22
23 As is shown on the compliance report it indicates that the City's compensation systems
24 approved by the Council are in compliance at a range rate of 98.37%. Of course only the
25 state can say this for sure.
26

27 **Council Action Requested:**

28
29 Motion to approve the report through the signature of the Mayor.
30
31

Pay Equity Implementation Report

Send completed report to:

Pay Equity Coordinator
Department of Employee Relations
200 Centennial Building
658 Cedar Street
St. Paul, MN 55155-1603
(651) 259-3761 (Voice)
(651) 282-2699 (TDD)

For Department Use Only

Postmark Date of Report

0

Jurisdiction ID Number

Part A: Jurisdiction Identification

Jurisdiction: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Jurisdiction Type: CITY

Contact: Human Resources Manager Eldona Bacon
Fax: 6517927030
Email: dona.bacon@ci.roseville.mn.us

Phone: (651) 792-7025

Part B: Official Verification

- 1 The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was: Consultant System (Specify)
Describe: Employer's Association Inc.

- 2 Health insurance benefits for male and female classes of comparable value have been evaluated and:
There is no difference and female classes are not at a disadvantage.

- 3 Information in this report is complete and accurate.

- 4 The report includes all classes of employees over which the jurisdiction has final budgetary approval authority.

- 5 No salary ranges/performance differences.

Leave blank unless BOTH of the following apply:

- a. Jurisdiction does not have a salary range for any job class.
b. Upon request, jurisdiction will supply documentation showing that inequities between male and female classes are due to performance differences.

Note: Do not include any documentation regarding performance with this form.

- 6 An official notice has been posted at:

City Hall

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

City Council

(governing body)

Craig D. Klausung

(chief elected official)

Mayor

(title)

Checking this box indicates legal signature by above official.

Date Submitted 01/07/2009

Part C: Total Payroll

\$12,266,199.00

is the annual payroll for the calendar year just ended December 31.

Compliance Report

01/07/2009

Jurisdiction: City of Roseville

2660 Civic Center Drive

Contact: Eldona Bacon

Human Resources Manager

Phone: (651) 792-7025

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity Report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the guidebook.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	40	28	4	72
# Employees	109	46	15	170
Avg. Max Monthly Pay per Employee	\$5,386.68	\$4,711.37		\$5,154.48

II. STATISTICAL ANALYSIS TEST

	Male Classes	Female Classes
A. UNDERPAYMENT RATIO = 171.1 *		
a. # at or above Predicted Pay	18	19
b. # Below Predicted Pay	22	9
c. TOTAL	40	28
d. % Below Predicted Pay (b divided by c = d)	55.00	32.14

* (Result is % of male classes below predicted pay divided by % of female classes below predicted pay)

B. T-TEST RESULTS

Degrees of Freedom (DF) = 153	Value of T = -4.233
a. Avg. diff. in pay from predicted pay for male jobs =	\$10
b. Avg. diff. in pay from predicted pay for female jobs =	\$133

III. SALARY RANGE TEST = 98.37 % (Result is A divided by B)

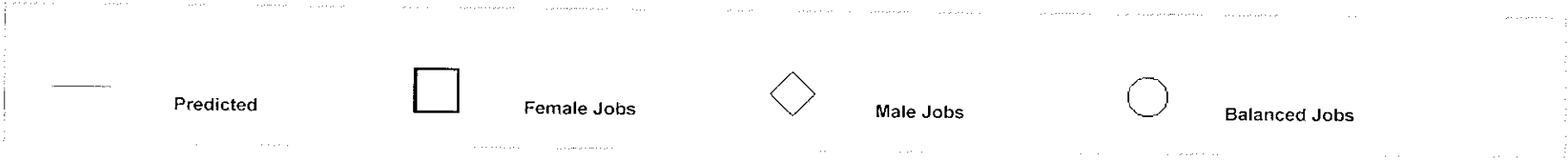
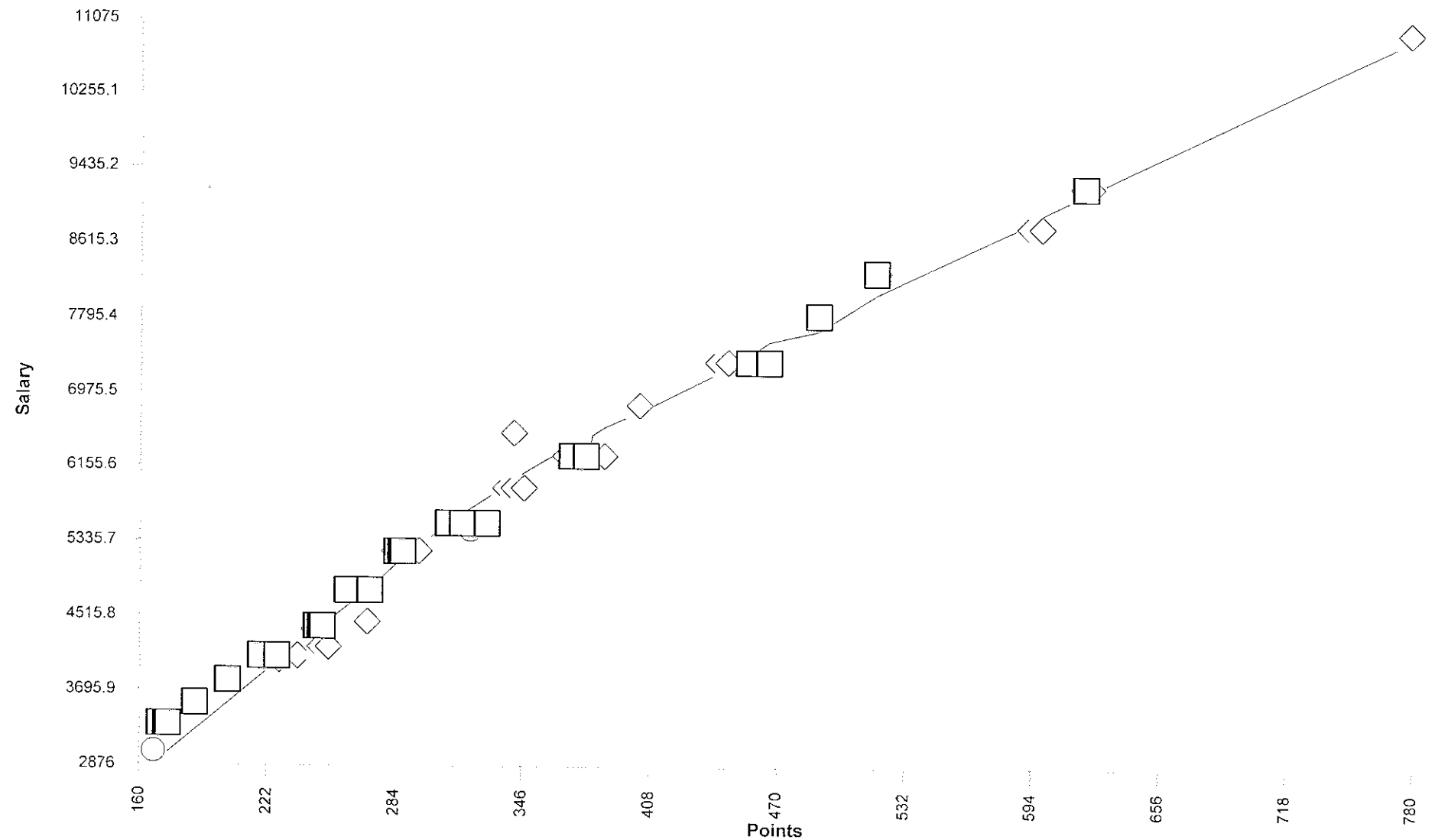
- A. Avg. # of years to max salary for male jobs = 4.92
B. Avg. # of years to max salary for female jobs = 5.00

IV. EXCEPTIONAL SERVICE PAY TEST 102.56

- A. % of male classes receiving ESP 97.50
B. % of female classes receiving ESP 100.00

* (if 20% or less, test result will be 0.00)

Predicted Pay for City of Roseville



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/12/09
Item No.: 7.d

Department Approval

City Manager Approval

W. J. Mahinen

Item Description:

Authorize Staff to Negotiate a Contract for Operation of a Clean Up Day

BACKGROUND

Roseville reinstituted a Clean Up Day in 2003 after a decade hiatus. The service has been well received. There have been between 324 and 567 vehicles visiting the site in each of the six years of the Clean Up Day. Residents have disposed of more than 20 tons of garbage and recycled more than 10 tons of appliances, electronics and tires each year.

The contract for operation of the City's Clean Up Day expired in 2008 and the City Council directed staff to issue an RFP for 2009-2011. Two proposals were submitted. Both Lightning Disposal and Waste Management meet the service specifications of the proposal. However, Waste Management submitted the lowest cost proposal (see attached price sheet).

FINANCIAL IMPACTS

Users would pay two-thirds of the disposal costs for their items – the City would pay the other third. Roseville has paid between \$4,500 and \$5,500 for operation of the Clean Up Day. Staff has proposed budgeting \$6,000 to cover disposal costs. The contractor and City staff estimate this should be sufficient.

STAFF RECOMMENDATION

Authorize staff to negotiate a contract with Waste Management for Operation of the Clean Up Day.

REQUESTED COUNCIL ACTION

Motion to authorize staff to negotiate a contract with Waste Management for Operation of the Clean Up Day.

Prepared by: Tim Pratt, Recycling Coordinator

Attachments: A: Price Comparison Chart

2008 Clean Up Day RFP Price Comparison Chart

Attachment A

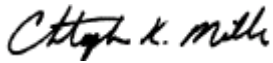
		Lightning	Waste Management
1	Pickup Load	\$45.00	\$40.00
2	Minivan/SUV Load	\$27.00	\$24.00
3	Station Wagon Load	\$16.50	\$16.00
4	Car Load	\$15.00	\$15.00
5	Trailer	\$45.00	\$40.00
6	Mattress	\$15.00	\$15.00
7	Box Spring	\$15.00	\$15.00
8	Appliance	\$15.00	\$15.00
9	Appliance with Freon	\$24.00	\$24.00
10	Stuffed Chair	\$10.50	\$10.00
11	Couch	\$16.50	\$16.00
12	Hide-a-bed	\$24.00	\$20.00
13	Tires	\$3.00	\$3.00
14	Tires (oversize)	\$4.50	\$35.00
15	Tires on rim	\$3.75	\$3.25
16	Scrap Metal (per yard)	\$7.50	\$10.00
17	Auto Batteries	\$3.00	\$3.00
18	Electronics	\$7.50	\$7.50
19	Small Engines	\$7.50	\$10.00
20	Other	Tractor Tires \$40	

REQUEST FOR COUNCIL ACTION

Date: 1/12/09
Item No.: 7.e

Department Approval

City Manager Approval



Item Description: Approve an Agreement with SFM Risk Solutions for Workers Compensation Third-Party Administrator Services

BACKGROUND

The City's Workers Compensation Program has been self-insured by the City since its inception in 1980. Since 2000, the City has contracted with Berkley Risk Administrators, LLC - a third party administrator that works on the City's behalf to administer claims. The decision to have a third party administrator is based on the complexity of the laws governing workers compensation claims as well as the need for medical expertise to determine the appropriate medical treatment for employees injured on duty.

Staff recently entertained proposals for third party administrator services. Based on these proposals, Staff is recommending that the City switch from Berkley to SFM Risk Solutions (SFM). While the total cost for these services is based on the number of claims administered, it is estimated that SFM's cost will be approximately \$14,500 annually. This is nearly \$10,000 less than it would be with Berkley.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

The Agreement with SFM is expected to cost approximately \$14,500 annually. Funding will come from the City's Workers Compensation Self Insurance Fund – an internal service fund that receives allocations from other City funds on a proportionate basis.

STAFF RECOMMENDATION

Staff recommends the Council authorize City Staff to enter into an agreement for services with SFM to provide third-party administrator services for the City's Workers Compensation Program.

REQUESTED COUNCIL ACTION

Motion to authorize City Staff, upon final review of the City Attorney, to enter into an agreement for services with SFM to provide third-party administrator services for the City's Workers Compensation Program.

Prepared by: Chris Miller, Finance Director
Attachments: A: SFM Agreement

SFM Risk Solutions, Inc.
Agreement for Third Party Claims Administration Services

Parties

SFM Risk Solutions, Inc. is a Minnesota corporation and licensed third party administrator, ("SFM Risk");
The City of Roseville is an employer self-insured for workers' compensation liability ("Employer").

Employer wishes to contract with SFM Risk to provide workers' compensation claims administration services as described in this Agreement.

Term of Agreement

This Agreement is governed by the laws of the State of Minnesota. This Agreement is effective from **January 1, 2009** through **December 31, 2009**, unless amended and/or terminated as described under Section II - Terms and Conditions.

Sections

The following Sections are attached and are part of this Agreement:

- I. Services
- II. Terms & Conditions
- III. Claim Definitions
- IV. Banking
- V. Fees

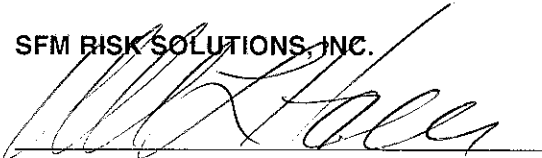
Notices/Contact

Notices, requests, or other communications will be in writing and may be hand delivered, faxed, or mailed by first class, registered or certified mail, postage prepaid to: Debra Mattson, SFM Risk Solutions, Inc., 3500 American Blvd. West, Suite 700, Bloomington, MN 55431; or to Brenda Davitt, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

The parties have signed this Agreement by authorized representatives as of the date written.

Date: 1/5/09

SFM RISK SOLUTIONS, INC.


Michael L. Happe, Executive Vice President

Date: _____

CITY OF ROSEVILLE

William Malinen, City Manager

Section I: Services

SFM Risk agrees to perform the following services:

1. First Reports. SFM Risk will review all First Reports of Injury upon receipt and establish a file for each reported claim. SFM Risk will promptly investigate the compensability of a claim, including the relevant facts surrounding the occurrence, the claimant's pre-existing medical history, and potential third-party liability for contribution, indemnity, subrogation, or special compensation fund reimbursement. When, in the judgment of SFM Risk, the location of an injury, or the nature of the circumstances of the incident giving rise to a claim or potential claim make it advisable to engage an independent investigation firm, SFM Risk will arrange for such investigation, but only upon prior approval by Employer. The Employer will be responsible for the cost of an independent investigation.
2. Reserving. SFM Risk will establish timely and reasonable reserves for each claim, and will promptly revise such reserves to reflect changes in the case's status.
3. Denial of Liability/Payment of Claims. SFM Risk will promptly deny liability of non-meritorious claims and promptly pay workers' compensation benefits for compensable claims, as required by law, making all necessary administrative filings. SFM Risk will make every effort to promptly commence benefits or promptly deny a claim; however, SFM Risk will not be responsible for late payment or denial where such late payment or denial is attributable to late reporting or other acts by the Employer. SFM Risk may refer contested cases for legal defense to the outside legal counsel of Employer's choosing. SFM Risk will consult with outside legal counsel and arrange for representation of the Employer's interests at claims conferences and hearings.
4. Settlement. SFM Risk may attempt to settle a contested claim on behalf of the Employer. Any compromised settlements will be negotiated and based on SFM Risk's evaluation of the Employer's liability exposure. Settlements may be consummated only with prior approval of the Employer. Upon settlement of any claim, SFM Risk will document the basis of the settlement and the amount paid. SFM Risk will prepare or request the preparation of all settlement agreements, forms, filings, and other documents necessary to effectuate settlement of the claim.
5. Adjustment and Resolution of Claims. SFM will use its best claims judgment to facilitate/monitor appropriate medical and rehabilitation services for the earliest possible return to work. Adjusting activities include but are not limited to:
 - a. Maintaining contact with Employer, claimant, medical provider(s), and rehabilitation providers;
 - b. Obtaining independent medical exams or functional capacity evaluations where there are questions of disability, causal relationship, appropriate treatment, or where reports from treating providers are not provided;
 - c. Returning the claimant to work as soon as medically feasible, whether to the former position or to modified/light-duty consistent with medical restrictions; and
 - d. Arranging for any vocational rehabilitation, job placement, or retraining as appropriate or required by law.
6. Reimbursement, Contribution, Indemnity and Subrogation. SFM Risk will seek reimbursement or contribution for benefits paid to claimants on behalf of the Employer from other workers' compensation insurers, the Workers' Compensation Reinsurance Association, or from other responsible third parties.
7. Loss Reports: SFM Risk will provide monthly and/or quarterly claim loss reports to the Employer.
8. Reportings and Filings. SFM Risk will file or provide the necessary information to the Employer for filing, all claim related reports required by the Department of Labor and Industry, Department of Commerce, MWCA, WCRA, and other regulatory organizations. SFM Risk will be responsible to provide information only for periods covered by this Agreement.
9. Medical/Disability Management Services. SFM Risk retains physicians licensed in the State of Minnesota to consult with SFM Risk and/or the Employer regarding medical causation issues significant to the determination of compensability and the propriety of diagnosis, treatment, and claimed disability.
10. Medical Billing Review Services. SFM Risk will review medical, hospital, chiropractic, physical therapy, pharmacy, and rehabilitation billings on Employer's claims in order to:
 - a. Determine appropriate billed amounts after application of the Minnesota Workers' Compensation Fee Schedule, if applicable.
 - b. Identify noncompliance with prevailing billing practices and guidelines as prescribed by the State of Minnesota.
 - c. Identify treatments for a longer duration, greater frequency or higher service level than is typical of other claimants with the same diagnosis.

SFM®

The Work Comp Experts

Risk Solutions

- d. Distinguish services that are related and not related to the work injury. SFM Risk will generate explanatory letters to service providers outlining the reasons for nonpayment or reduced payment for each billing.

Section II: Terms & Conditions

1. Excluded Expenses. SFM Risk may incur claims administration expenses on behalf of the Employer, including, without limitation, independent medical examinations, loss control reports, medical records, outside legal counsel, court reporter services/reports, filing fees, surveillance, police reports, outside investigative services, commercial photographs, and other services/reports. SFM Risk is not liable for penalties or fees incurred because of acts or omissions by the Employer in violation of law or this Agreement. The Employer will be solely responsible for such penalties and/or fees. Assessments, including Special Compensation Fund assessments, are payable by the Employer, except that SFM Risk will file any necessary reports with state authorities regarding such assessments. Costs or expenses for any special reinsurance, aggregate reinsurance, or surety bond requested by the Employer will be the exclusive responsibility of the Employer.
2. Employer's Liability Exclusion. This Agreement does not include administration of any claims against the Employer for other than regular workers' compensation benefits. Any such claims are the exclusive responsibility of the Employer, including claims asserted pursuant to Minn. Stat. sec. 176.82, and all claims normally within the scope of the Employer's or "Coverage B" liability section of a workers' compensation insurance policy.
3. Data and Records. SFM Risk will provide data processing and statistical recordkeeping services as warranted to fulfill its obligations under this Agreement. SFM Risk will record and maintain information essential to claims handling, financial transactions, and other obligations. SFM Risk will not destroy claim records without the approval of the Employer, although SFM Risk may retain records in retrievable images rather than in paper form. Records will be retained for time periods as are customary in the insurance industry. All records and materials concerning particular claims against the Employer will be kept confidential by SFM Risk for use only by the Employer, SFM Risk or their agents, except as otherwise required by law.
4. Compensation. Employer shall pay SFM Risk compensation for services rendered, as described in Section V. Employer agrees to report all Medical Only and Lost Time Claims to SFM Risk. Fees will be invoiced monthly, and are due within thirty (30) days after the date of invoice. The Employer agrees to pay: (a) reasonable attorney fees and costs incurred by SFM Risk to enforce the provisions of this Agreement or to collect delinquent fees or expenses, and (b) interest on such fees and expenses which will accrue from and after the due date at the rate of eighteen percent (18%) per annum.
5. Termination or Modification of Agreement. SFM Risk or the Employer may, at any time, with or without cause, terminate this Agreement by providing at least ninety (90) days' prior written notice to the other party. Upon termination of the Agreement, SFM Risk will have no further obligation to administer claims of the Employer or to provide any other services with respect to such claims, regardless of when incurred or reported. SFM Risk will, upon the Employer's request, and upon SFM Risk's receipt of an agreed upon administration fee, deliver claim records to the Employer, in an electronic format, which are essential to the ongoing administration of claims. This Agreement may not be modified, altered, or amended except by a written agreement signed by both parties.
6. Indemnification. Employer will indemnify SFM Risk and hold SFM Risk harmless from any and all claims, liabilities and expenses, including reasonable attorney fees and defense costs, asserted or incurred in connection with, or resulting from any claim, action, proceeding, or any related appeal arising out of SFM Risk's performance, so long as SFM Risk has acted in good faith and has not engaged in willful misconduct in the performance of its duties or obligations under the Agreement.

SFM®

The Work Comp Experts

Risk Solutions

Section III: – Claim Definitions

- New Claims are claims that are originally reported to SFM Risk during the current contract period.
- Existing Claims are claims that were originally reported to and opened by Employer's previous claim administrator.
- Incident Only Claims are claims for which no payments are made. SFM Risk provides data entry services only indicating pertinent information from the First Report of Injury.
- Indemnity Claims (Lost Time Claims) are claims on which indemnity benefits are payable (or potentially payable or claimed to be payable).
- Medical Only Claims are claims on which medical expenses are payable (or potentially payable or claimed to be payable) but no indemnity benefits are payable (or potentially payable or claimed to be payable).
- Reopened Claims are claims that have been opened by or handled by SFM Risk or a previous administrator, then subsequently closed, and are reopened twelve months or more after the last date the file was opened or reopened.
- Subsequent Year refers to a subsequent year charge, which attaches to claims originally opened by SFM Risk or a previous claims administrator and still open on the anniversary of the claim's referral to SFM Risk.
- With Tail provides an additional 12 month handling period in the event of non-renewal.

Section IV – Banking

Employer and SFM Risk agree to the following banking procedures:

Banking Procedures. SFM Risk will issue payments for claims it administers on checks printed and provided by SFM Risk but drawn against the Employer's account at a bank designated by Employer. Employer agrees to maintain sufficient funds in its account to cover payments. SFM Risk will notify Employer in writing with a list of itemized checks drawn against the account for claim or expense payments on a weekly basis, at which time Employer agrees to replenish the account funds.

Section V – Fees

<u>New Claims - Per Claim Fees</u>	<u>Year One</u>	<u>Subsequent Year</u>
Incident/Report Only Claims	\$0.00	\$0.00
Medical Only Claims	\$150.00	\$150.00
Lost Time Claims	\$900.00	\$450.00
Reopened Lost Time Claims	\$450.00	\$450.00
Reopened Medical Only Claims	\$50.00	\$50.00

ALAE (Expense) Fees

<u>Service</u>	<u>Fee</u>
Index Bureau Reporting	\$9.00 per report
State Fee Schedule	\$9.00 per bill
Bill Review Re-pricing	30% of savings
PPO & Pharmacy Network	30% of savings
Non-litigated subrogation pursuit (by adjuster)	15% of recovery
RMIS/Report System Access	\$500.00 per user per year
In-house Physician Review	\$200 per review
Telephonic Nurse Case Management	No additional charge
Attend hearings (by adjuster)	No additional charge
Quarterly Claim Reviews	No additional charge
Web reporting	No additional charge
Fax reporting	No additional charge
Telephonic Reporting	No additional charge
Ad hoc Reports	Sorting and filtering options available through CompOnline
Electronic Data Transfer	\$125 per hour
Account Management	7.5% of claims management fee

SFM Risk has agreed to handle 22 existing open claims originally reported to Employer's previous claims administrator for a period of one year effective January 1, 2009 through December 31, 2009 at no additional charge.

Medical Only claims that exceed \$2,500 in medical costs during the first contract year will be billed the difference between the Indemnity Claim fee and the Medical Only fee.

Medical Only claims that exceed \$2,500 in medical costs in the aggregate anytime after the first year will be charged at the Indemnity subsequent year fee. Medical Only claims that do not reach the \$2,500 threshold in the aggregate will be charged at the first year Medical Only fee and 50% of the first year fee for subsequent years.

Subsequent year charges apply to all claims reported or open in the previous contract period(s) and which remain open on the anniversary of the claim's initial referral to SFM Risk Solutions, unless the claim is closed on or within ten (10) days of its anniversary, in which case the charge noted above will be credited to Employer.

Additional Fees – LP Services \$110 per hour

Additional Fees – IS Time \$125 per hour

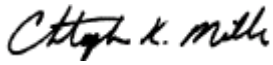
For specialty reports requested by Employer that require additional programming time by the Information Services Department, and does not include the pre-determined list of available loss reports, check registers, regulatory reports, or reports available through CompOnline.

REQUEST FOR COUNCIL ACTION

Date: 01/12/09
Item No.: 7.f

Department Approval

City Manager Approval



Item Description: Establish a Public Hearing to Consider the Transfer of an Off Sale Liquor License to Roundy's (Rainbow Foods)

BACKGROUND

Roundy's Supermarkets Inc., operating under the name of Rainbow Foods, has expressed an interest in obtaining an off-sale liquor license for their new grocery store located at 1201 W. Larpenteur Avenue. The store opened late last year.

Recognizing that the City permits a maximum of ten off-sale liquor licenses all of which are currently in use, Roundy's has been in discussions with an existing license holder to transfer the operation of their liquor store to Roundy's location. State Statute 340A.412 and City Code Chapter 302.07B, allow for the transfer of an existing license with City Council consent. The City Code reads as follows:

Person and Premises Licensed; Transfer: Each license shall be issued only to the applicant and for the premises described in the application. No license may be transferred to another person or place without City Council approval. Before a transfer is approved, the transferee shall comply with the requirements for a new application. Any transfer of fifty percent (50%) or more of the stock of a corporate licensee is deemed a transfer of the license and a transfer of stock without prior City Council approval is a ground for revocation of the license. (Ord. 972, 5-13-1985)

After consulting with the City Attorney, the Council is advised to first make a determination on whether Roundy's has satisfied the requirements for licensure. If the Council concludes that it does, then the Council should take action on transferring the license.

As recently as July, 2008 Roundy's did submit an application for their new grocery store location and Staff concluded that it was a permitted use and that they had satisfied all provisions of State Statute and City Code – pending an available license.

Roundy's expects to have an approved agreement with an existing license holder by Friday, January 9th. The relevant information will be available at the Council meeting as well as the upcoming public hearing.

29 **POLICY OBJECTIVE**

30 State Statue and City Code permit the transfer of a liquor license with City Council consent. Roundy's has
31 satisfied all requirements to qualify for the license, although the City will make a final background check
32 on key individuals before Staff makes a final recommendation.

33 **FINANCIAL IMPACTS**

34 Not applicable.

35 **STAFF RECOMMENDATION**

36 City Staff recommends the City Council establish a public hearing for January 26, 2009 to consider
37 transferring an off-sale liquor license to Roundy's.

38 **REQUESTED COUNCIL ACTION**

39

Prepared by: Chris Miller, Finance Director
Attachments: A: N/A

40

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/12/09
Item No.: 7.g

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Consider Not Waiving Statutory Liability Limits

BACKGROUND

Minnesota Statute 466.04 states that liability of any municipality on any one claimant shall not exceed \$400,000 (\$500,000 as of July 1, 2009) when the claim is for death, wrongful act, or omission; and shall not pay more than \$1,200,000 (\$1,500,000 as of July 1, 2009) for claims arising out of a single occurrence.

State Statute provides municipalities the opportunity to waive the individual statutory limit. By waiving the statutory limit, there is no limit on the settlement a claimant(s) may receive. The City's Liability Insurance provider requires a formal action by the City Council designating their intentions.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

Waiving the Statutory limits would create greater risk and carry the potential for higher insurance payouts on claims brought against the City.

STAFF RECOMMENDATION

Staff recommends the Council NOT waive the Statutory Liability Limits.

REQUESTED COUNCIL ACTION

Motion to NOT waive the Statutory Liability Limits.

Prepared by: Chris Miller, Finance Director
Attachments: A: N/A

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1-12-09
Item No.: 12.a

Department Approval



City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 648 Iona Lane**

BACKGROUND

- The subject property is a single-family detached home.
- The current owners are Manzoor and Mahroof Moghul who live in the property.
- Original notice was sent in June of 2008. The property owner did begin repairs (reroofing) in August, however, no maintenance work has occurred since that time and complaints continue to be received.
- Current violations include:
 - Exterior building maintenance – deterioration of siding and paint (Violation of City Code Section 906.05.C).
 - Exterior storage of building materials (Violation of City Code Section 407.02.M).
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

The City goals within the Comprehensive Plan are to protect and improve property values (Goal 3, 4, and 5; page 6 and, Section 3) and to adhere to performance standards which protect the integrity of the housing units and the neighborhood (Policy 6, page 8, Section 3).

FINANCIAL IMPACTS

City Abatement:

An abatement would encompass the following:

- Repair and repaint the entire exterior of the home.
 - o Approximately - \$10,000.00 – 15,000.00
- Removing the outside storage.
 - o Approximately - \$250.00

Total: Approximately - \$10,250.00 – 15,250.00.

26 In the short term, costs of the abatement will be paid out of the HRA's budget. The property owner will
27 then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as
28 specified in Section 407.07B. Costs will be reported to Council following the abatement.

29 **STAFF RECOMMENDATION**

30 Staff recommends that the Council direct Community Development staff to abate the above referenced
31 public nuisance violations at 648 Iona Lane.

32 **REQUESTED COUNCIL ACTION**

33 Direct Community Development staff to abate public nuisance violations at 648 Iona Lane by hiring a
34 general contractor to repair and repaint the exterior of the house and to remove and dispose of the
35 outside storage. The property owner will then be billed for actual and administrative costs. If charges
36 are not paid, staff is to recover costs as specified in Section 407.07B. Costs will be reported to Council
37 following the abatement.

38 Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 648 Iona Lane.

Abatement Request at 648 Iona Ln



Prepared by:
Community Development Department
Printed: August 13, 2008

Site Location

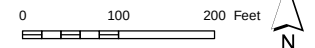
Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (8/4/2008)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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



mapdoc: planning_commission_location.mxd

REQUEST FOR COUNCIL ACTION

Date: 1-12-2009
Item No.: 12.b

Department Approval

City Manager Approval

PT/DM



Item Description: **Community Development Department Request to Issue a Ramsey County Court Citation for Unresolved Violations of City Code at 1408 County Rd C.**

BACKGROUND

- The subject property is occupied by Albrecht Landscaping.
- The current owner is Mr. Dwayne Albrecht who resides at 2200 Boswell Avenue, St. Paul, MN 55108.
- The City continues to receive complaints from multiple residents in the area about this property.
- Current violations include:
 1. The rear 100' of the property is being used for other than the allowed nursery stock storage. This area contains vehicle storage, inoperable vehicle storage, equipment storage, inoperable equipment storage, outside supplies storage, storage containers and landscape materials storage (dirt, rock, etc.):
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 2. The required 15' landscape buffer area, on the south and west sides of the rear 100' of the property, is not being maintained and does not block eye level view to the residential properties that it abuts:
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit
 3. Outside storage of equipment and materials, which is prohibited in this district (except for the approved pipe storage to the west of the existing building), is occurring throughout the site:
 - a) Violation of 1975 City Code Section 10.275.
 - b) Violation of current City Code Section 1007.02 B.
 4. Vehicles are not being parked and screened within areas consistent with the approved site plan. They are being parked within required side and rear setback areas (to residential zones) that also require landscaping and screening:
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 - b) Violation of 1975 City Code Sections 10.050, 10.060 and 10.260.

- c) Violation of current City Code Section 1018.06 K.
5. Allowed equipment (trailers and other over-the-road equipment) is not being parked within areas consistent with the approved site plan. This equipment is being parked within required setbacks to residential zones (areas which are required to be landscaped and screened):
- a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
- b) Violation of 1975 City Code Sections 10.050, 10.060 and 10.260.
- c) Violation of current City Code Section 1018.06 K.
6. The two Landscape Display areas (near the front) are not being used consistent with the approved site plan. This area is being used for vehicle storage, trailer storage and equipment storage, which is prohibited:
- a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
7. Employee parking is not occurring as specified on the approved site plan. Vehicles are being parked out on the railroad right-of-way which is prohibited without permission:
- a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
- b) Violation of current City Code Section 1018.06 J.
8. Junked and abandoned vehicle outside storage is occurring throughout the site (unlicensed vehicles, inoperable vehicles and disassembled vehicles):
- a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
- b) Violation of current City Code Section 407.02 O.
9. Outside storage of rusting metal, inoperable equipment and other debris:
- a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
- b) Violation of current City Code Section 407.03 H.
10. Portions of the existing perimeter fencing are not of an allowed type and/or in a state of disrepair:
- a) Violation of current City Code Sections 407.02 J and 1012.02 C.2 (barbed wire fencing abutting residential property).
- A status update, including pictures, will be provided at the Council hearing.

POLICY OBJECTIVE

The City goals within the Comprehensive Plan are to protect and improve property values (Goal 3, 4, and 5; page 6 and, Section 3) and to adhere to performance standards which protect the integrity of the housing units and the neighborhood (Policy 6, page 8, Section 3).

FINANCIAL IMPACTS

The numerous violations at 1408 County Road C negatively impact the property values of the surrounding neighborhood.

57 **STAFF RECOMMENDATION**

58 Staff recommends that the Council direct Community Development staff to issue a Ramsey County
59 Court Citation to Mr. Albrecht for public nuisance violations, and violations of the Special Use Permit
60 at 1408 County Road C.

61 **REQUESTED COUNCIL ACTION**

62 Direct Community Development staff to issue a Ramsey County Court Citation to Mr. Albrecht for
63 public nuisance violations, and violations of the Special Use Permit at 1408 County Road C.

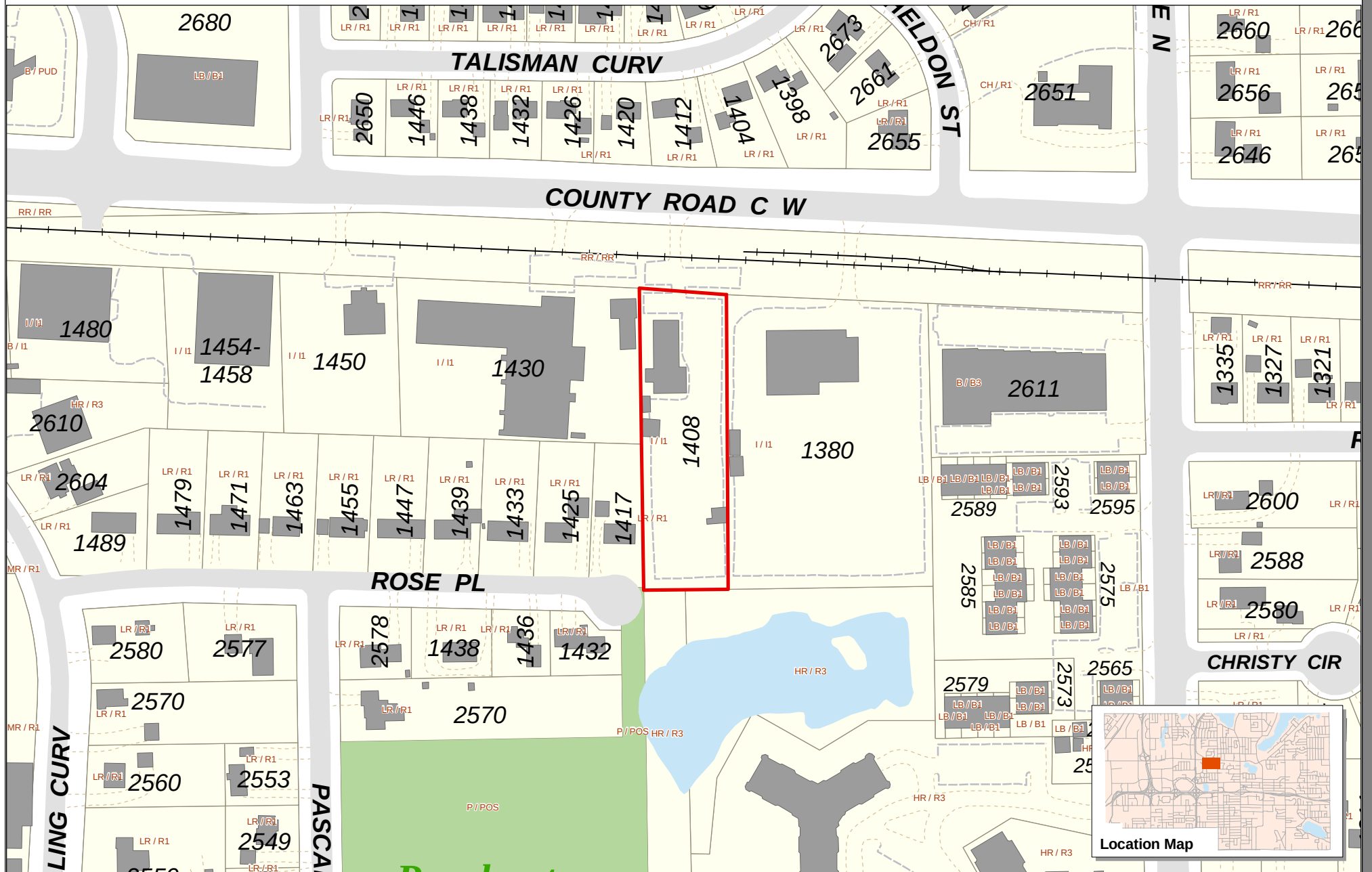
64

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 1408 County Road C
B: August 7, 2008 Letter

1408 County Road C

Attachment A



Prepared by:
Community Development Department
Printed: December 29, 2008

Site Location

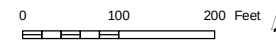
Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (12/1/2008)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

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mapdoc: planning_commission_location.mxd

Attachment A



**Community Development Department
2660 Civic Center Drive, Roseville, Mn, 55113
651-792-7071 fax: 651-792-7070**

August 7, 2008

Mr. Dwayne Albrecht
1408 County Road C
Roseville, Mn 55113

RE: 1408 County Road C, Roseville, MN

Dear Mr. Albrecht:

In July of 2005 the Roseville City Council directed staff to begin the clean up of industrial properties violating city codes along County Road C between Hamline Avenue and Snelling Avenue. City and County Records show that you are the owner of the property located at 1408 County Road C.

This property, located along the south side of County Road C between Hamline and Snelling, is in a one-parcel deep I-1 zoned industrial area, which abuts an existing residentially zoned neighborhood. The files and maps of your property identify your property as continuously in a non-complaint status based upon inadequate screening, prohibited exterior storage and uses not permitted by your permits.

Our records show that in 1976 you requested a rezoning from R-1 to I-1 to move Albrecht Landscaping on to the site. Roseville's City Council approved this rezoning and a Special Use Permit that restricted any open storage on the southerly 100 feet to nursery stock only. Open storage elsewhere on the site was not permitted by I-1 industrial district requirements. The permit also required a 15 foot landscaped buffer on the west and the south property lines abutting residential zoning and required compliance with your proposed site plan (attached). Your plans showed areas for landscape display, employee parking, company truck parking, equipment parking, pipe storage, and showed a proposed second building, as well as the 15 foot landscaped buffer. Attached are City of Roseville aerials from 2003 and 2006 which illustrate that your current operations do not reflect the conditions of the permit granted in 1976. In addition, the zoning code in effect at the time of the permit required a 40 foot setback from property lines adjacent to residential districts and side yards were to be landscaped. It further stated that storage materials be set back 100 feet from any rear property line that abutted a residential district and, that vehicle parking in the rear yard be 40 feet from that property line and any vehicles be screened by landscaping.

Recently, Community Development staff inspected your property from off-site. The following are observed violations of; the 1976 Approving Resolution and Special Use Permit, the approved 1976 site plan, applicable 1975 and current Zoning Ordinance regulations, and, current City Code public nuisance ordinances:

1. The rear 100' of the property is being used for other than the allowed nursery stock storage. This area contains vehicle storage, inoperable vehicle storage, equipment storage, inoperable equipment storage, outside supplies storage, storage containers and landscape materials storage (dirt, rock, etc.):
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 - b) All storage other than nursery stock must be removed.
2. The required 15' landscape buffer area, on the south and west sides of the rear 100' of the property, is not being maintained and does not block eye level view to the residential properties that it abuts:
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit
 - b) The 15' landscape buffer must be reinstalled.
3. Outside storage of equipment and materials, which is prohibited in this district (except for the approved pipe storage to the west of the existing building), is occurring throughout the site:
 - a) Violation of 1975 City Code Section 10.275.
 - b) Violation of current City Code Section 1007.02 B.
 - c) All prohibited outside storage must be placed inside a building or removed from the site.
4. Vehicles are not being parked and screened within areas consistent with the approved site plan. They are being parked within required side and rear setback areas (to residential zones) that also require landscaping and screening:
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 - b) Violation of 1975 City Code Sections 10.050, 10.060 and 10.260.
 - c) Violation of current City Code Section 1018.06 K.
 - d) All vehicle parking must be repositioned to comply and with necessary landscaping and screening installed.

5. Allowed equipment (trailers and other over-the-road equipment) is not being parked within areas consistent with the approved site plan. This equipment is being parked within required setbacks to residential zones (areas which are required to be landscaped and screened):
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 - b) Violation of 1975 City Code Sections 10.050, 10.060 and 10.260.
 - c) Violation of current City Code Section 1018.06 K.
 - d) All vehicular equipment must be repositioned to comply and with necessary landscaping and screening installed.
6. The two Landscape Display areas (near the front) are not being used consistent with the approved site plan. This area is being used for vehicle storage, trailer storage and equipment storage, which is prohibited:
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 - b) Vehicles and equipment must be removed from this area.
7. Employee parking is not occurring as specified on the approved site plan. Vehicles are being parked out on the railroad right-of-way which is prohibited without permission:
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 - b) Violation of current City Code Section 1018.06 J.
 - c) Employee parking must be repositioned to comply.
8. Junked and abandoned vehicle outside storage is occurring throughout the site (unlicensed vehicles, inoperable vehicles and disassembled vehicles):
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 - b) Violation of current City Code Section 407.02 O.
 - c) Junked, abandoned and inoperable vehicles must be placed inside a building or removed from the site.
9. Outside storage of rusting metal, inoperable equipment and other debris:
 - a) Violation of Planning File # 997's Approving Resolution and Special Use Permit.
 - b) Violation of current City Code Section 407.03 H.

- c) Inoperable and rusted equipment must be stored inside a building or removed from the site.

10. Portions of the existing perimeter fencing are not of an allowed type and/or in a state of disrepair:

- a) Violation of current City Code Sections 407.02 J and 1012.02 C.2 (barbed wire fencing abutting residential property).
- b) Fencing in violation must be replaced.

If you have not received specific permits, variances, or other approvals from the City to allow the above listed conditions, your property is in violation of your Approving Resolution, your Special Use Permit and various Roseville past and current city codes.

Since the property continues to be in violation, you are hereby notified that you have 45 days from the date of this letter to bring your property into compliance. If the City determines that your property is not in compliance with City Codes, your Approving Resolution and the Special Use Permit by September 22, 2008, the City will initiate court proceedings with Ramsey County to correct the situation.

Mr. Albrecht, as stated in this letter, you are in substantial non-compliance with the City Code, your Approving Resolution and your Special Use Permit granted in 1976. In reviewing the file, I noted that the City has been in contact with you since 1977 regarding non-compliance. I can't underscore enough to you the importance of correcting issues that first started 30 years ago. Your prompt and immediate attention to this matter is greatly appreciated.

If you desire to meet with me to discuss the matter, I would welcome it. I can be reached at (651) 792-7071.

Sincerely,
CITY OF ROSEVILLE

Pat Trudgeon
Community Development Director

Cc: Don Munson, Codes Coordinator
Scott Anderson, City Attorney

Attachments: 1976 Site Plan
2003 and 2006 Aerials

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/12/09
Item No.: 12.c

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Approve a 4-Year Lease Extension for the Roseville License Center

BACKGROUND

In 1999, the Roseville City Council authorized a long-term lease to relocate the License Center at the Lexington Shopping Center located immediately north of the City Hall campus. Previously the License Center was located in the Fire Station #1 building, but the success of the operation necessitated additional space. The current lease expires on January 31, 2009.

Over the past few months, City Staff has been in negotiations with the shopping center to extend the lease for an additional term. In entering into these negotiations, it was recognized that although it is in the City's best long-term interest to have the License Center in a City-owned facility, it is unlikely that such a facility will be available in the foreseeable future. At this time, there does not appear to be any community momentum to finance additional City facilities. With the current economic climate and in recognition of other high-priority needs, we do not expect this to change anytime soon.

The License Center currently occupies 3,332 square feet in the shopping center. Based on transaction volume projections, it is recommended that the License Center retain the same space. Representatives of the Lexington Shopping Center have agreed to a 4-year lease extension which includes a zero dollar increase in the first year of the lease. This is especially beneficial given the added pressure for the License Center to continue generating surplus monies to offset increasing public safety and street maintenance costs. The lease payments will carry an average increase of 5% per year thereafter. All other lease terms will remain the same.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

The Agreement calls for lease amounts as follows:

- ❖ 2009 - \$50,400 (same amount as paid in 2008)
- ❖ 2010 - \$57,600
- ❖ 2011 - \$59,400
- ❖ 2012 - \$61,200

30 **STAFF RECOMMENDATION**
31 Staff recommends the Council authorize City Staff to approve a new 4-year lease extension with the owners
32 of the Lexington Shopping Center as detailed above.

33 **REQUESTED COUNCIL ACTION**
34 Motion to authorize City Staff to approve a 4-year lease extension with the Lexington Shopping Center
35 for purposes of operating the City's License Center.

36 Prepared by: Chris Miller, Finance Director
Attachments: A: Original Lease Agreement with Addendums
37

RETAIL LEASE

THIS INDENTURE OF LEASE is made as of December 30, 1999 by and between LEXINGTON SHOPPES LIMITED PARTNERSHIP, a Minnesota limited partnership (the "Landlord"), and the City of Roseville, (the "Tenant").

WITNESSETH:

FOR AND IN CONSIDERATION of the rents and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DATA SHEET

The following terms shall have the meanings set forth in this section, unless otherwise specifically modified by provisions of this Lease:

(a) "Shopping Center": The integrated shopping complex in the City of Roseville, Ramsey County, Minnesota constituted or to be constructed upon the Shopping Center Tract.

(b) "Shopping Center Tract": That certain real estate located in the City of Roseville, Ramsey County, Minnesota more particularly described on Exhibit A attached hereto.

(c) "Building": The approximately 14,824 rentable square foot building located on the Shopping Center Tract. Landlord reserves the right to expand or reduce the Building and increase or decrease the number of rentable square feet of space in the Building.

(d) "Premises": The portion of the Building outlined on the floor plan of the Building attached here to as Exhibit B. For purposes of this Lease, the Premises shall be deemed to contain 2,315 square feet of space.

(e) "Delivery Date": February 1, 2000

(f) "Commencement Date": February 1, 2000

(g) "Expiration Date": January 31, 2003

(h) "Term": Three (3) years, with renewal options as specified in Rider 1

(i) "Security Deposit": \$ None

(j) "Permitted Use": Licensing Department

(k) Notice and payment Addresses:

Landlord: Lexington Shoppes Limited Partnership
c/o Preferred Management Services, Inc.
387 East Arlington Avenue
Suite 101
St. Paul, Minnesota 55101

Tenant: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Edward Burrell

(l) "Lease Year": The twelve-month period commencing January 1 and ending December 31, adjusted for partial Lease Years during which the Term commences and terminates.

(m) "Landlord's Work": Improvements to the Premises to be performed by Landlord as set forth in Exhibit D attached hereto.

(n) "Tenant's Work": Improvements to the Premises to be performed by Tenant as set forth in Exhibit E attached hereto.

(o) "Broker": None

(p) "Default Rate": The lesser of (1) four percentage points in excess of the publicly announced prime rate of interest at Norwest Bank, N.A., Minneapolis, Minnesota (or Landlord's then current depository institution, if different) adjusted from time to time as such prime rate changes; or (2) the highest rate of interest permitted in the State the Shopping Center is located for similar obligations.

(q) Exhibits: The following exhibits are attached to this Lease and are incorporated herein by reference:

Exhibit A - Legal Description of Shopping Center Tract
Exhibit B - Floor Plan of the Premises
Exhibit C - Rules and Regulations
Exhibit D - Landlord's Work
Exhibit E - Tenant's Work
Rider 1 to Retail Lease

Article 1: PREMISES:

(a) Demise. Landlord hereby demises and leases to Tenant and Tenant hereby rents and takes from Landlord the Premises, for the Term and subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease. Tenant shall permit Landlord (or its designees) to erect, use, maintain, replace and repair pipes, cables, conduits, plumbing, vents, and telephone, electric and other wires or other items, in, to and through the Premises, as and to the extent that Landlord may now or hereafter deem necessary or appropriate for the proper operation and maintenance of the Shopping Center, provided that any such activity does not interfere with Tenant's use of the premises for its permitted use.

(b) Common Areas. The use and occupancy by Tenant of the Premises shall include the reasonable non-exclusive use in common with others entitled thereto of the parking areas, service roads, loading facilities, sidewalks, landscaped areas, restrooms and other common areas so designated by Landlord with the Shopping Center. Landlord shall at all times have full control, management and direction of the Shopping Center subject to the rights of Tenant in the Premises, and Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number and location of buildings, layout and nature of the Shopping Center and the other tenancies, premises and buildings included in the Shopping Center, to construct additional buildings and additions to any building, to increase the size of the Shopping Center by adding parcels of land to the Shopping Center and to create additional rentable areas includable in the Shopping Center Tract through use and/or enclosure of common areas or otherwise, and to place signs on the Shopping Center and to change the name, address, number or designation by which the Shopping Center is commonly known. Landlord shall have the exclusive right to use all or any part of the roof over the Premises and exterior walls of the Premises for any purpose; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be impaired. In addition to the foregoing, Landlord may make any use it desires of the side and rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises and provided further that the Tenant's access to the Premises shall not be impaired.

(c) Permitted Use.

(i) The Premises shall only be used for the Permitted Use and for no other business or purpose without the prior written consent of Landlord, which shall not be unreasonably withheld by Landlord. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act or thing which disturbs the tenancy of any other tenant in the Building or which could injure the reputation of the Building or is unlawful, or a violation of applicable zoning laws or ordinances or use restriction. Landlord shall have the right to grant exclusive rights to parties in the Shopping Center to conduct any particular business or undertaking therein. Tenant shall not abandon or vacate the Premises during the Term.

(ii) Tenant agrees to keep its Premises adequately illuminated and continuously and generally open for business during the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday (excluding holidays), and shall maintain therein a substantial stock of merchandise and sufficient number of employees for the purpose of selling said merchandise, unless prevented from doing so by strikes, fire, casualties or other causes beyond Tenant's control.

Article 2: LEASE COMMENCEMENT AND EXPIRATION DATE

(a) Delivery Date. The Delivery Date of the Term shall be the later of the date specified in the DATA SHEET or, if the Building and the Landlord's Improvements have not been completed prior to the execution hereof, the date the Premises are ready for Tenant's beneficial occupancy or for performance of Tenant's Work, as specified in a notice delivered to Tenant at least 5 days prior to the Delivery Date. If the Delivery Date is established as a later date than the Delivery Date specified in the DATA SHEET, Landlord shall confirm such date to Tenant in writing.

(b) Delayed or Early Occupancy. If Landlord is unable to give possession of the Premises within 15 days of the Delivery Date set forth in the DATA SHEET because the construction of the Shopping Center or construction of Landlord's Work in the Premises has not been sufficiently completed to make the Premises ready for Tenant's Work, or for any other reason, Tenant shall have the right at its option to terminate the Lease. If Tenant does not terminate the Lease, Tenant's obligation to pay Rent shall not commence until possession of the Premises is given and (i) Tenant has had thirty (30) days to complete Tenant's Work or (ii) the Premises are open for business, whichever is earlier, and failure to give possession on the Delivery Date set forth in the DATA SHEET shall in no way affect the validity of this Lease or the obligations of Tenant hereunder, nor be construed in any way to extend the Expiration Date of the Term. If Tenant is given and accepts possession of the Premises on a date earlier than the Delivery Date set forth in the DATA SHEET, the Rent reserved herein and all covenants, agreements and obligations herein and the term of this Lease shall commence on the earlier of (i) the Commencement Date or (ii) the date Tenant opens for business in the Premises, but in no event shall the Expiration Date be deemed modified as a result thereof. Upon establishment of the Commencement Date, Landlord shall confirm said date to Tenant in writing.

(c) Acceptance of Premises. If this Lease is entered into prior to the substantial completion of construction of the Building or substantial completion of Landlord's Work in the Premises, Tenant shall notify Landlord in writing within fifteen days after the Delivery Date of any defects or deficiencies found in the Premises after Tenant has made such inspection of the Premises as Tenant deems appropriate. Except as Tenant shall otherwise notify Landlord within such fifteen day period, Tenant shall be deemed to have accepted the Premises in their condition "as is" at that time. If as a result of such inspection Tenant discovers minor deviations or variations from the plans and specifications for Landlord's Work of a nature commonly found on a "punch list" (as that term is used in the construction industry), Tenant shall notify Landlord in writing of such deviations within such fifteen day period. Landlord shall repair actual deviations within a reasonable time. The existence of such punch list items shall not postpone the Delivery Date, the Commencement Date nor the

obligation of Tenant to pay Annual Minimum Rent or Additional Rent. Tenant waives any claims as to matters not listed in such notice.

(d) Expiration Date. This Lease shall expire on the date specified in the DATA SHEET unless sooner terminated as provided in this Lease.

Article 3: RENT

(a) Payment. Tenant covenants and agrees to pay to Landlord, without set off, deduction, or demand, at the address set out on the DATA SHEET, or at such other places Landlord may designate in writing to Tenant, rental at the following rates and times:

(i) Annual Rent. Tenant shall pay annually during the Term the amount specified on the DATA SHEET as Annual Rent, which sum shall be payable in twelve monthly installments, on or before the first day of each month, in advance. Should the term of the Lease commence or terminate on a day other than the first day of the month, the rental for such partial month shall be equal to the product obtained by multiplying the monthly Annual Minimum Rent by a fraction, the numerator of which is the number of days of the Term included in the partial month and the denominator of which is 30.

(ii) Other Charges. Tenant shall pay as Other Charges any tax or excise on rents, gross receipts tax, or other tax, however described (other than Landlord's income taxes) which is levied or assessed by the United States of America or the State in which the Shopping Center is located or any political subdivision thereof, against Landlord in respect to the Annual Rent or Other Charges reserved under this Lease or as a result of receipt of such rents accruing under this Lease.

Annual Rent and Other Charges may, cumulatively, be referred to herein as "Rent". Tenants covenants to pay Rent are independent of any other covenant, condition or provision of this Lease.

(b) Late Payment. Any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the Default Rate from the date due until paid.

Article 4: QUIET ENJOYMENT

Landlord covenants that upon Tenant's paying the Annual Rent and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, however, to the terms and conditions of this Lease.

Article 5: INSURANCE, INDEMNITY AND RELEASES

(a) Landlord's Insurance.

(i) Landlord shall keep the Shopping Center Tract insured for the benefit of Landlord in an amount equivalent to the full replacement value thereof (excluding foundation, grading and excavation costs and deductibles and coinsurance) against loss or damage by fire, windstorms, hail, explosion, vandalism, malicious mischief, civil commotion, and such other risk or risks of a similar or dissimilar nature and such other coverage as is now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Shopping Center.

(ii) Landlord shall maintain, for its benefit and the benefit of its managing agent, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Shopping Center, such insurance to afford protection to Landlord and its managing agent.

These insurance provisions shall in no way limit or modify any of the obligations of Tenant under any provision of this Lease. Any and all insurance premiums paid by Landlord with respect to the Shopping Center shall be considered "Common Area Maintenance Expenses".

(b) Tenant's Insurance.

(i) Tenant shall keep all of its machinery, equipment, furniture, fixtures, personal property (including also property under the care, custody, or control of Tenant) and business interests which may be located in, upon, or about the Premises insured for the benefit of Tenant in an amount equivalent to the full replacement value or insurable value thereof against loss or damage by fire, and such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a tenant's machinery, equipment, furniture, fixtures, personal property and business located in a building similar in construction, general location, use, occupancy and design to the Shopping Center, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, water leakage and damage of any kind from any nature whatsoever, sprinkler leakage and such other coverage as Tenant may deem appropriate or necessary.

(ii) Tenant shall at its sole cost and expense maintain general public liability insurance against claims for personal injury, death or property damage (including contractual liability coverage applicable to this Lease and insuring Tenant's indemnification obligations provided for herein), occurring upon, in or about the Premises, such insurance to afford protection to Landlord, its managing agent and Tenant to the limit of not less than \$1,000,000 (single combined limit for injuries to all parties), and to the limit of not less than \$500,000 in respect to any property damage.

(c) Releases.

(i) Landlord and Tenant each agree that such policy or policies of insurance for loss or damage by fire or other risks shall permit releases of liability as herein provided and include waiver of subrogation clauses as to Tenant and Landlord respectively. Each party hereto waives, releases and discharges the other party from all claims or demands

whatsoever which the waiving party may have arising out of damage to or destruction of the waiving party's property or loss of use thereof occasioned by fire or other casualty or cause, which such claim or demand may arise because of the negligence or fault of the other party, its agents, employees, customers or business invitees, or to otherwise the waiving party agrees to look only to its insurance coverage in the event of such loss. Notwithstanding the foregoing, in the event any damage to the Shopping Center results from any act or omission of Tenant, its agents, employees or invitees, and all or any portion of Landlord's loss is "deductible", Tenant shall pay to Landlord the amount of such deductible loss (not to exceed \$1,000 per event).

(ii) All property in the Shopping Center or on the Premises belonging to Tenant, its agents, employees, invitees or otherwise located at the Premises, shall be at the sole risk of Tenant, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof and Tenant agrees to defend and hold harmless and indemnify them against claims and liability for injuries to such property.

Article 6: COVENANTS OF TENANT

Tenant agrees, for itself, its employees, agents and invitees, that it shall:

(a) Rules and Regulations. Comply with the Rules and Regulations attached hereto as Exhibit C.

(b) Landlord's Right of Access. Give Landlord, its agents, employees, lessors and mortgagees and any other person or persons authorized by Landlord, access to the Premises at all reasonable times, and at any time in the event of an emergency, without charge or diminution of rent, to enable them to inspect, examine, show for lease or sale, and to make such repairs, additions and alterations to the Premises as Landlord may deem advisable, so long as any such activity does not interfere with Tenant's use of the premises for its permitted use.

(c) Repair. Keep the Premises in good order and condition, not damage or deface the Premises or the Building or Shopping Center or commit waste therein, and make all repairs which are not expressly Landlord's obligation pursuant to this Lease.

(d) Quit and Remove. Upon the termination of this Lease for any reason, quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the Premises are now or may be improved by Landlord or Tenant, reasonable use and wear, and repairs which are Landlord's express obligations hereunder excepted, and, if Tenant is not in default under the terms of this Lease, remove Tenant's goods and effects and those of any other persons claiming under Tenant. Goods and effects not removed by Tenant at the termination of this Lease (or within 48 hours after a termination by reason of Tenant's default), shall be considered abandoned and Landlord may dispose of the same as it deems expedient.

(e) Advertising. Not place in or on the Premises, signs, lettering, displays, advertising or pictures which are visible from outside the Premises (including windows or doors) except upon the prior written approval of Landlord which approval shall not be unreasonably withheld or delayed.

(f) Liens. At its expense, cause to be discharged, within ten days of the filing thereof, any construction lien claim filed against the Premises or the Shopping Center Tract for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Tenant.

(g) Comply With Laws. At its expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer or officers, which shall, with respect to the use of the Premises or to any abatement of nuisance, impose any violation, order or duty upon Landlord or Tenant arising from Tenant's use of the Premises or from conditions which have been created by or at the instance of Tenant or required by reason of a breach of any of Tenant's covenants or agreements hereunder.

(h) Not Invalidate Insurance. Not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with the Certificate of Occupancy or the terms of the standard form of fire, boiler, sprinkler, water damage or other insurance policies available in the state the Shopping Center is located covering the Building and Shopping Center and the fixtures and property therein or do or permit anything to be done in or upon the Premises or bring or keep anything therein or use the Premises in a manner which may make insurance unavailable or increase the premium for insurance upon the Building and Shopping Center or on any property or equipment located therein.

Article 7: CERTAIN RIGHTS RESERVED TO LANDLORD

Landlord reserves the following rights exercisable without notice and without liability to Tenant and without effecting an eviction, constructive or actual, or disturbance of Tenant's use of possession, or giving rise to any claim for setoff or abatement of rent:

(a) Signs. To control, install, affix and maintain any and all signs on the Property, or on the exterior of the Building otherwise located in the Shopping Center and in the corridors, entrances and other common areas thereof, except those signs within the Premises not visible from outside the Premises.

(b) Designation of Service Contractors. To reasonably designate, limit, restrict and control any service in or to the Shopping Center, including but not limited to the designation of sources from which Tenant may obtain sign painting and lettering. Any restriction, designation, limitation or control imposed by reason of this subparagraph shall be imposed uniformly on Tenant and other tenants occupying space in the Shopping Center.

(c) Keys. To retain at all times and to use in appropriate, instances keys to all doors within and into the Premises. No locks shall be changed without the prior written consent of

Landlord. This provision shall not apply to Tenant's safes, or other areas maintained by Tenant for the safety and security of monies, securities, negotiable instruments or like items.

(d) Control of Shopping Center. To make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Shopping Center, or any part thereof, and for such purposes to enter upon the Premises, and during the continuation of any of said work, to temporarily close doors, entryways, public spaces, and corridors in the Shopping Center and to interrupt or temporarily suspend services and facilities.

(e) Restrict Vending Machines. To restrict or limit vending or dispensing machines of any kind in or about the Premises.

(f) Approve Fixtures. To approve the weight, size and location of safes and other heavy equipment and articles in and about the Premises and the Shopping Center and to require all such items to be moved into and out of the Shopping Center and the Premises only at such times and in such manner as Landlord shall direct in writing.

Article 8: ALTERATIONS AND IMPROVEMENTS

(a) Tenant shall not make any improvements, alterations, additions or installations in or to the Premises including but not limited to the initial Tenant's Work (hereinafter collectively referred to as the "Work") without Landlord's prior written consent. Along with any request for Landlord's consent and before commencement of the Work or delivery of any materials to be used in the Work to the Premises or into the Shopping Center, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses.

(b) All Work shall be done only by contractors or mechanics reasonably approved by Landlord.

(c) Tenant shall pay the cost of all such improvements, alterations, additions or installations (including a reasonable charge for Landlord's services and for Landlord's inspection and engineering time), and also the cost of painting, restoring or repairing the Premises and the Building and Shopping Center occasioned by such improvements, alterations, additions or installations. Upon completion of the Work, Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of liens, and receipted bills covering all labor and materials expended and used.

(d) The Work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect construction operations in connection with the Work.

Article 9: REPAIRS

(a) Tenant shall, during the term of this Lease, at Tenant's expense, keep the Premises in as good order, condition and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or in, on, or about the Shopping Center throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. Notwithstanding the provisions of Article 7 to the contrary, all damage or injury to the Premises, or to the Shopping Center caused by the Tenant moving furniture, fixtures, equipment, or other devices in or out of the Premises or Shopping Center or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, servants or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its servants, employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements shall be in quality and class equal to the original work.

(b) Landlord or its employees, or agents, shall have the right to enter the Premises at any reasonable time or times for the purpose of inspection, cleaning, repairs, altering, or improving the same but nothing contained herein shall be construed as imposing any obligation on Landlord to make any repairs, alterations or improvements which are the obligation of Tenant.

(c) Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises for the express purpose of arranging a meeting with Landlord for a joint inspection of the Premises. In the event of Tenant's failure to give such notice and arrange such joint inspection, Landlord's inspection at or after Tenant's vacation of the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration hereunder.

Article 10: ASSIGNMENT AND SUBLETTING

(a) Tenant shall not, without the prior written consent of Landlord, (i) transfer, pledge, mortgage or assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by voluntary act, operation of law or otherwise; (iii) sublet the Premises or any part thereof; or (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees. Tenant shall seek such written consent of Landlord by a written request therefor, setting forth such information as Landlord may deem necessary. Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than 30 days after date of Tenant's notice), to assign this Lease or to sublet any part or all of the Premises for the balance or any part of the term. Tenant's notice shall include all of the terms of the proposed assignment or sublease and shall state the consideration therefor. In such event, Landlord shall have the right to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, cancel and terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's notice shall state the name and address of the

proposed assignee or subtenant and a true and complete copy of the proposed assignment or sublease shall be delivered to Landlord with Tenant's notice. If Tenant's notice shall cover all of the Premises, and Landlord shall have exercised its foregoing recapture right, the Term of this Lease shall expire and end on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term. If, however, this Lease is canceled with respect to less than the entire Premises, the Annual Minimum Rent shall be equitably adjusted by Landlord with due consideration of the size, location, type and quality of the portion of the Premises so remaining after the "recapture" and such Rent shall be reduced accordingly from and after the termination date for said portion, and this Lease as so amended shall continue thereafter in full force and effect. The rent adjustment provided for herein shall be evidenced by an amendment to Lease executed by Landlord and Tenant. If this Lease is terminated in the manner aforesaid, either as to the entire Premises or only a portion thereof, to such extent the term of this Lease shall end upon the appropriate effective date of the proposed sublease or assignment as if that date had been originally fixed in this Lease for such expiration, and in the event of a termination affecting less than the entire Premises, Tenant shall comply with the provisions of this Lease with respect to the surrender of such portion of the Premises affected thereby.

(b) If Landlord, upon receiving Tenant's notice with respect to any such space, does not exercise its right to recapture, Landlord will not unreasonably withhold its consent to Tenant's assignment of the Lease or subletting such space to the party identified in Tenant's notice.

(c) For purposes of the foregoing, any change in the partners of Tenant, if Tenant is a partnership, or, if Tenant is a corporation, any transfer of any or all of the shares of stock of Tenant by sale, assignment, operation of law or otherwise resulting in a change in the present control of such corporation by the person or persons owning a majority of such shares as of the date of this Lease, shall be deemed to be an assignment within the meaning of this Article. The foregoing provision shall not apply if Tenant is a corporation and the outstanding voting stock thereof is listed on a recognized securities exchange.

(d) Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue fully liable thereunder. The subtenant or subtenants or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Consent by Landlord to any assignment of this Lease or to any subletting of the Premises shall not be a waiver of Landlord's rights under this Article as to any subsequent assignment or subletting.

(e) Any sale, assignment, mortgage, transfer, or subletting of this Lease which is not in compliance with the provisions of this Article shall be of no effect and void. Landlord's right to assign its interest in this Lease shall remain unqualified. Landlord may make a reasonable

charge to Tenant for any reasonable attorney's fees or expenses incident to a review of any documentation related to any proposed assignment or subletting by Tenant.

Article 11: DAMAGE BY FIRE OR OTHER CASUALTY

(a) If fire or other casualty shall render the whole or any material portion of Premises untenable, and the Landlord determines that the Premises can reasonably be expected to be made tenantable within sixty (60) days from the date of such event without resorting to overtime pay for labor and Landlord elects to effect such repairs or restoration, Landlord shall repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible within such period (subject to delays for causes beyond Landlord's reasonable control) and notify Tenant that it shall be doing so, such notice to be mailed within ten (10) days from the date of such damage or destruction, and this Lease shall remain in full force and effect, but the rent for the period during which the Premises are untenable shall be abated pro rata (based upon the portion of the Premises which is untenable).

(b) (i) If fire or other casualty shall render the whole or any material part of the Premises untenable and Landlord determines that the Premises cannot reasonably be expected to be made tenantable within sixty (60) days from the date of such event, then either party, by notice in writing to the other mailed within ten (10) days from the date of such damage or destruction, may terminate this Lease effective upon a date within ten (10) days from the date of such notice. In the event that more than fifty percent (50%) of the value of the Shopping Center Tract is damaged or destroyed by fire or other casualty and irrespective of whether damage or destruction can be made tenantable with one hundred sixty (60) days thereafter, or if Landlord elects not to repair or restore, then at Landlord's option, by written notice to Tenant, mailed within fifteen (15) days from the date of such damage or destruction, Landlord may terminate this Lease effective upon a date within ninety (90) days from the date of such notice to Tenant.

(ii) If this Lease is not terminated pursuant to this Article, Landlord shall repair and restore the Premises and the Shopping Center Tract to as near their condition prior to the fire or other casualty as is reasonably possible with all due diligence and speed (subject to delays for causes beyond Landlord's reasonable control) and the Rent for the period during which the Premises are untenable shall be abated pro rata (based upon the portion of Premises which is untenable). In no event shall Landlord be obligated to repair or restore any special equipment, fixtures or improvements installed by Tenant at Tenant's expense.

(c) In the event of a termination of this Lease pursuant to this Article, rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.

Article 12: EMINENT DOMAIN

(a) If the whole or any part of the Premises shall be taken under the power of eminent domain so that the remaining portion of the Premises is unsuitable for the purposes intended hereunder, this Lease shall terminate as of the date possession of same is taken.

(b) If thirty percent (30%) of the area of the Building or thirty percent (30%) of the value of the Shopping Center Tract is taken by eminent domain, then, at Landlord's option, by written notice to Tenant mailed with sixty (60) days from the date possession is taken, Landlord may terminate the Lease effective on a date within ninety (90) days of the date possession is taken.

(c) The term "eminent domain" shall include the exercise of any similar governmental power and any purchase for other acquisition in lieu of condemnation. All damages awarded for any taking of the fee and leasehold interests shall belong to and be the property of Landlord, and Tenant hereby assigns any interest therein to Landlord, if any, in such award. Tenant shall, in any event, have the right to prove in any proceedings, and to receive, a separate award for damages to Tenant for condemnation of movable trade fixtures and equipment and for relocation or moving expenses.

Article 13: DEFAULT BY TENANT AND RIGHTS OF LANDLORD

(a) Bankruptcy or Insolvency. Tenant or Tenant's guarantor shall not cause or give cause for the appointment of a trustee or a receiver of the assets of Tenant or Tenant's guarantor, if any, and shall not make any assignment for the benefit of creditors, or be adjudicated insolvent. The allowance of any petition under any insolvency law except under the U. S. Federal Bankruptcy Code by the appointment of a trustee or receiver of Tenant or Tenant's guarantor, if any, or of the assets of either of them, shall be conclusive of the evidence of the petition, by the appointment of a trustee or receiver unless same is vacated within thirty (30) days after such an allowance or appointment. Any act described in this section shall be deemed in material breach of Tenant's obligations hereunder and this Lease shall thereon automatically terminate. Landlord does, in addition, reserve any and all other remedies provided in this lease or in the law.

(i) Upon filing of a petition by or against Tenant under the U. S. Federal Bankruptcy Code, Tenant, as debtor in possession, and any trustee who may be appointed agree as follows: (A) to perform each and every obligation of Tenant under this Lease including, but not limited to, the manner of "operations" as provided on the DATA SHEET and in Article 1 of this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; and (B) to pay in advance on the first day of each month as reasonable compensation for use and occupancy of the Premises an amount equal to all Annual Minimum Rent and Other Charges otherwise due pursuant to this Lease; and (C) to reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within such period as the Landlord may request under any other Chapter; and (D) to give the Landlord at least forty-five (45) days prior written notice of any proceeding relating to any assumption of this Lease; and (E) to give at least thirty (30) days prior written notice of any abandonment of the Premises, any such abandonment to be deemed a rejection of this Lease; and (F) to do all other things of benefit to the Landlord otherwise required under the Bankruptcy Code; and (G) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (H) to be deemed to have consented to the entry of an order by an appropriate

United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

(ii) No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(iii) It is understood and agreed that this is a Lease of real property in a shopping center as such a lease is described in Section 365(b)(3) of the Bankruptcy Code.

(iv) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following: (A) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; and (B) the deposit of an additional sum equal to three (3) months' rent to be held as a security deposit; and (C) the use of the Premises set forth in the DATA SHEET and the quality, quantity and/or lines of merchandise of any goods or service required to be offered for sale are unchanged; and (D) the reorganized debtor or assignee of such debtor in possession or of Tenant's trustee demonstrates in writing that it has sufficient background including, but not limited to, substantial retailing experience in shopping centers of comparable size and financial ability to operate a retail establishment out of the Premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; and (E) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (F) the Premises, at all times, remains a single store and no physical changes of any kind may be made to the Premises unless in compliance with the applicable provisions of this Lease.

(b) Other Defaults. If Tenant either:

(i) fails to timely pay any of its payments to Landlord due hereunder within 10 days of its due date; or

(ii) fails to perform any of the other agreements, covenants, terms and conditions of this Lease, which default continues for 10 days after written notice from Landlord to Tenant; or

(iii) vacates or abandons the Premises for a period of 30 consecutive days, or fails to continuously operate the Premises for a period of 72 consecutive hours; Landlord, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, may, without process, re-enter immediately into the Premises and remove all persons and property, and, at Landlord's option, terminate this Lease as to all future rights of Tenant.

(c) Waiver. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either parties hereto against the other (except for

personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said Premises, and any emergency statutory or any other statutory remedy.

Article 14: SURRENDER OF PREMISES

(a) On the last day of the Term of this Lease, or on the sooner termination thereof, Tenant shall peaceably surrender the Premises in good condition and repair consistent with Tenant's duty to make repairs as herein provided. On or before the last day of the Term of this Lease, or the date of sooner termination thereof, Tenant shall, at its sole cost and expense remove all of its property and trade fixtures and equipment from the Premises, and all property not removed shall be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all property of Tenant from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant and Landlord shall not be liable for damage, theft, misappropriation or loss thereof and Landlord shall not be liable in any manner in respect thereof. Tenant shall pay all costs and expenses of such removal, transportation and storage. Tenant shall leave the Premises in good order, condition and repair, reasonable wear and tear, and damage from fire and other casualty not caused by Tenant to be excepted. Tenant shall reimburse Landlord upon demand for any expenses incurred by Landlord with respect to removal, transportation, or storage of abandoned property and with respect to restoring said Premises to good order, condition and repair. All alterations, additions and fixtures, other than Tenant's trade fixtures and equipment, which have been made or installed by either Landlord or Tenant upon the Premise, shall remain the property of Landlord and shall be surrendered with the Premises as a part thereof. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of combinations on any vaults, locks and safes left on the Premises.

(b) In the event Tenant remains in possession of the Premises after expiration of, this Lease and without the execution of a new lease, but with Landlord's written consent, it shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

Article 15: LANDLORD'S INTEREST IN PREMISES

(a) Priority. Tenant agrees that this Lease and Tenant's rights herein are and at all times shall be subject and subordinate to any mortgage or ground lease now existing or hereafter encumbering the Premises, the Building or the Shopping Center Tract and to any and all advances to be made thereunder, and to interest thereon, and all renewals, replacements or extensions thereof, except as Landlord or Landlord's mortgagee shall otherwise specify in writing from time to time. Upon demand by Landlord or any mortgagee or ground lessor, as defined above, Tenant shall execute and deliver subordination and attornment agreements satisfactory in form and substance to Landlord and/or such mortgagee or ground lessor.

(b) Estoppel Certificates and Financial Information. Tenant shall from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee:

(i) a financial statement (including balance sheets and operating and income statements) as of Tenant's most recently completed fiscal period for which such information is reasonably available, and

(ii) a written certificate stating: The date this Lease was executed and the date it expires, the date Tenant entered in occupancy of the Premises; the amount of Annual Minimum Rent and the date to which such Rent has been paid; and certifying that (A) this Lease is in full force and effect, has not been assigned, modified supplemented or amended in any way, and represents the entire agreement between the parties as to the Premises, (B) all conditions under this Lease to be performed by the Landlord have been satisfied and all required contributions by Landlord to Tenant on account of Tenant's improvements have been received, (C) on the date of such certification there are no existing defenses or offsets which Tenant has against the enforcement of this Lease by Landlord, (D) that no Annual Minimum Rent has been paid in advance and that no security has been deposited with Landlord and (E) such other information as Landlord may reasonably require. Tenant shall modify any of the foregoing certifications so that they accurately reflect the status of this Lease. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser, coventurer or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the building. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord therefor, Tenant shall be deemed to have given such certificate as above provided without modification and shall be conclusively deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee and that this Lease is in full force and effect, and there are no uncured defaults in Landlord's performance, that the security deposit is as stated in this Lease and that not more than one month's Annual Minimum Rent has been paid in advance.

(c) Transfer of Landlord's Interest. In the event of any transfer, assignment, sale or foreclosure of Landlord's interest in the Premises, the Building or the Shopping Center Tract, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant shall attorn to the transferee, assignee or purchaser.

(d) No Partnership. The relationship of Landlord and Tenant created by this Lease shall not constitute or be construed as a partnership, principal-agent relationship, joint venture or other cooperative enterprise between Landlord and Tenant.

Article 16: RECIPROCAL CONSTRUCTION AND/OR EASEMENT AGREEMENT

This Lease is subject and subordinate to any reciprocal construction and/or easement agreement between Landlord and any other party or parties which now exist or which may hereafter exist during the term of this Lease and all extensions and renewals thereof. The

provisions of this clause shall be self-operative however, Tenant, upon request of any party in interest, shall execute promptly such agreements or instruments to effectuate the intent of this clause. Nothing contained in this clause shall materially adversely affect any of the rights granted to Tenant under this Lease.

Further, Landlord reserves the right to sever the ownership of or title to the various sections of the Shopping Center or Shopping Center Tract and/or to place separate mortgages on said sections, in which case the rights of Tenant will be preserved by a written declaration, to be executed by the Landlord and duly recorded, creating mutual, reciprocal and interdependent rights to use the parking and other common areas and the utilities and facilities needed for the full use and enjoyment of the Premises by Tenant and without impairing any of the duties and obligations of the Landlord to the Tenant under this Lease. Tenant covenants to execute from time to time such instruments reasonably required by Landlord and/or its mortgagee to effectuate the provisions of this clause.

Article 17: MISCELLANEOUS PROVISIONS

(a) Headings. The titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Heirs and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord, its heirs, executors, administrators, successors and assigns, and Tenant and its permitted heirs, executors, administrators, successors and assigns. If more than one person or entity executes this Lease as Tenant, the liability of each to pay Annual Minimum Rent and other charges and to perform all other obligations hereunder shall be deemed to be joint and several.

(c) Non-waiver. Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of Annual Minimum Rent.

(d) No Brokers. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person other than the Broker listed on the DATA SHEET who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease, and Tenant shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. The provisions of this section shall not apply to brokers with whom Landlord has an express written brokerage agreement.

(e) Entire Agreement. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Annual Rent, Tenant's use and occupancy of the Premises and the Building, and other matters set forth in this Lease. No prior agreements or understanding pertaining thereto shall be valid or of force or effect and the

covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(f) Severability. Any provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions shall nevertheless remain in full force and effect. If the intent of any sections of this Lease so indicate, the obligations of Tenant pursuant to such sections of this Lease shall survive the termination of this Lease.

(g) No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Annual Rent stipulated herein shall be deemed to be other than on account of the earliest stipulated Annual Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Annual Rent and other charges or pursue any other remedy in this Lease. No receipt for money by Landlord from Tenant or any other person after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit, or imply consent for any action for which Landlord's consent is required, unless specifically agreed to in writing by Landlord. Any amounts received by Landlord may be allocated to any specific amounts due from Tenant to Landlord as Landlord determines.

(h) Governing Law. This Lease shall be construed and governed by the laws of the State in which the Shopping Center is located. All rights and occupancy of Tenant herein shall be subject to all governmental laws, ordinances and regulations, and Tenant shall comply with the same.

(i) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, or overnight courier service, addressed to the other party as set forth in the DATA SHEET, or at such other address and to such other parties as the parties may from time to time designate to the other in writing. The time of rendition of such notice shall be deemed to be the time when the notice is either personally delivered or deposited in the mail or given to such courier as herein provided.

(j) No Reservation. The submission of this Lease for examination does not constitute a reservation or option to lease the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant. Employees or agents of Landlord have no authority to make or agree to make a lease or other agreement or undertaking in connection therewith. Tenant confirms that Landlord and its agents have made no representations or promises with respect to the Premises or the making of or entry into this Lease except as in this Lease expressly set forth, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach or any representation or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and

Tenant and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof. All preliminary negotiations are merged into and incorporated in this Lease, except for written collateral agreements executed contemporaneously herewith.

(k) Addenda. The provisions set forth in the Riders and Exhibits attached to this Lease are hereby incorporated herein by reference.

(l) Agency. All rights and remedies of Landlord under this Lease or that may be provided by law may be executed by Landlord in its own name, individually, or in the name of its agent, and all legal proceedings for the enforcement of any such rights or remedies, may be commenced and prosecuted to final judgment and execution by Landlord in its own name or in the name of its agent.

(m) Performance. All obligations of Tenant and Landlord hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including, without limitation, all payment obligations with respect to Annual Rent and all obligations concerning the condition of the Premises.

(n) Authority. Tenant shall furnish to Landlord promptly upon demand, a corporate resolution, evidence of corporate good standing, proof of due authorization of partners, or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant to enter into this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

LEXINGTON SHOPPES LIMITED PARTNERSHIP

By: Preferred Properties, Inc.

Its: General Partner

By: Thomas P. Hurley
Thomas P. Hurley

TENANT:

CITY OF ROSEVILLE

By: _____

EXHIBIT A TO RETAIL LEASE

LEGAL DESCRIPTION OF SHOPPING CENTER TRACT

Lot 8, Block One, The Lexington, according to the recorded plat thereof, Ramsey County, Minnesota.

EXHIBIT B TO RETAIL LEASE

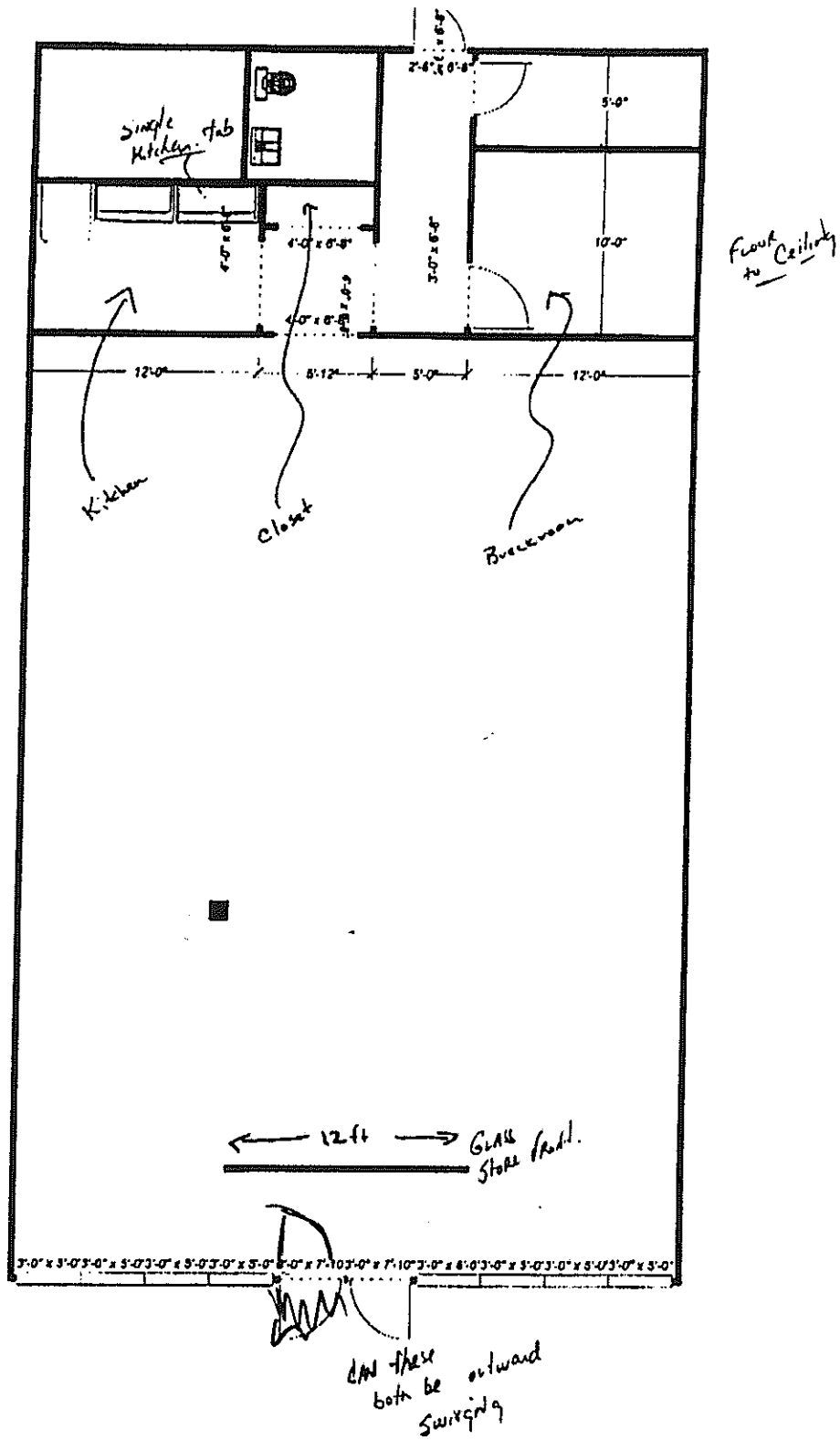


EXHIBIT C TO RETAIL LEASE

RULES AND REGULATIONS

This Exhibit C is hereby incorporated into, made a part of, and is subject to, that certain Lease attached herewith (the "Lease").

SECTION C - 1. Control of Common Areas. The sidewalks, halls, passages, exits, and entrances, of the Shopping Center shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, and entrances are for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the sole judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Shopping Center, except in areas that Landlord may designate as "Common Areas" from time to time.

SECTION C - 2. Windows. No awning, canopy or other projection of any kind over or around the windows or entrances of the Premises shall be installed by Tenant, and only such window coverings as are approved by Landlord shall be used in the Premises.

SECTION C - 3. Cooking; Lodging. The Premises shall not be used for lodging or sleeping, and unless ancillary to a restaurant or other food service use specifically authorized in the Lease, no cooking shall be done or permitted by Tenant on the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for Tenant and its employees shall be permitted.

SECTION C - 4. Janitorial Work. All janitorial work for the Premises shall be paid for by Tenant. Any person or persons employed by Tenant to do janitorial work shall be subject to and under the control of Landlord or Landlord's agent while in the Shopping Center and the Premises.

SECTION C - 5. Keys. Landlord will furnish Tenant with two (2) keys to the Premises, free of charge. Tenant, upon the termination of the Lease, shall deliver to Landlord all keys to doors in the Shopping Center and the Premises.

SECTION C - 6. Hazardous Materials. Tenant shall not use or keep in the Premises or in the Shopping Center any kerosene, gasoline or flammable or combustible fluid or materials or use any method of heating or air conditioning other than that supplied by Landlord. Tenant shall not use, keep or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Shopping Center by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business in the Shopping Center.

SECTION C - 7. Invasions, Mobs. In case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Shopping Center during the continuance of same by such action as Landlord may deem appropriate, including closing entrances to the Shopping Center.

SECTION C - 8. Security. Tenant shall see that the doors of the Premises are closed and securely locked at such time as Tenant's employees leave the Shopping Center.

SECTION C - 9. Plumbing. The toilet rooms, toilets, urinals, washbowls and other apparatus shall not be used for any purpose other than that for which they are constructed; no foreign substance of any kind whatsoever shall be deposited therein, and any damage resulting to same from Tenant's misuse shall be paid for by Tenant.

SECTION C - 10. Concessionaires. Except with the prior consent of Landlord, Tenant shall not sell, or permit the sale from the Premises of, or use or permit the use of sidewalk for the sale of newspapers, magazines, periodicals, or any other goods, merchandise or service, nor shall Tenant carry one, or permit or allow any employee or other person to carry one, business in or from the Premises for the service or accommodation of occupants of any other portion of the Shopping Center, nor shall the Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in the Lease.

SECTION C - 11. Antennas. Tenant shall not install any radio or television antenna; loudspeaker or other device on the roof or exterior walls of the Shopping Center.

SECTION C - 12. Trash. Tenant shall store all its trash and garbage in such location in the Shopping Center as may be designated from time to time by Landlord. No material shall be placed in the Shopping Center trash boxes or receptacles if such materials is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City in which the Premises are located without being in violation of any law or ordinance governing such disposal. Landlord shall direct the removal of all Tenant's trash and garbage from the Premises at Tenant's expense.

SECTION C - 13. Loading and Unloading. All loading and unloading of merchandise, supplies, materials, garbage and refuse and deliver of same to the Premises shall be made only through such entryways, at such times and according to such routes that Landlord shall designate. In its use of the loading areas, Tenant shall not obstruct or permit the obstruction of said loading areas, and at no time shall Tenant park vehicles therein except for loading and unloading. No deliveries shall be left unattended in the Common Areas. Tractor trailers shall not be stored in the parking lot.

SECTION C - 14. Soliciting. Canvassing, soliciting, peddling or distribution of handbills or any other written material in the Shopping Center is prohibited, and Tenant shall cooperate to prevent same.

SECTION C - 15. Vending Machines. Tenant shall not permit the use or the operation of any vending machines or pay telephones on the Premises.

SECTION C - 16. Tenant Parking. Landlord reserves the right to designate the location and number of parking spaces to be reserved for Tenant and Tenant's employees.

SECTION C - 17. Extermination. Landlord may direct the use of all pest extermination and scavenger contractors at such intervals as Landlord may require.

SECTION C - 18. Use of Shopping Center Name. Landlord reserves the right to select the name of the Shopping Center and the buildings therein and to make such change or changes of name as it may deem appropriate from time to time, and Tenant shall refer to the Shopping Center and the buildings therein by and name other than: (i) the name as selected by Landlord (as same may be changed from time to time), and the street address, or (ii) the postal address, approved by the United State Post Office. Tenant shall not use the name of the Shopping Center and the buildings therein except to identify the location of its business.

SECTION C - 19. Displays. All articles and the arrangement, style, color and general appearance thereof, in the interior of the Premises which shall be visible from the exterior thereof, including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be maintained in keeping with the character and standards of the Shopping Center.

SECTION C - 20. Obnoxious Activities Not Permitted. Tenant will not without the written consent of Landlord or as otherwise provided for herein, maintain any merchandise or other articles in any vestibule or entry of the Premises or outside of the Premises; use or permit any loud speakers, phonographs, public address systems, flashing, moving and/or rotating lights, sound amplifiers, radio or broadcasts within the Premises which are audible or visible outside the Premises; cause or permit odors to emanate or be dispelled from the Premises; except within the Premises, solicit business or distribute advertising material within the Shopping Center, permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas; or receive or ship articles of any kind except through service facilities designated by Landlord.

SECTION C - 21. Waiver. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Shopping Center.

SECTION C - 22. Lease Prevails. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of Premises in the Shopping Center. If there is any irreconcilable conflict between the terms of the Lease and these Rules and Regulations, the terms of the Lease shall control.

EXHIBIT D TO RETAIL LEASE

LANDLORD'S WORK

Landlord to provide all walls as outlined on Exhibit B and to include the following:

- new carpet or vinyl composition tile throughout
- all wall areas to be freshly painted
- ceiling tiles to be cleaned or replaced as needed
- front entryway system (cost of which is to be reimbursed by the Tenant at the time of occupancy)

EXHIBIT E TO RETAIL LEASE

TENANT'S WORK

Tenant shall provide all additional improvements not stated in Exhibit D to Retail Lease at the Tenant's sole cost.

RIDER 1 TO RETAIL LEASE

Dated December 30, 1999, by and between LEXINGTON SHOPPES LIMITED PARTNERSHIP, as Landlord and the City of Roseville, as Tenant.

1. Additional Term. The Rent for each Lease Year during the Term hereof shall be payable in twelve (12) equal monthly installments on or before the first day of each month, in advance, in the following amounts :

<u>Lease Month</u>	<u>Monthly Rent</u>
1 -36	\$ 2,000

2. Separate Metering of Utilities. Utility service for electricity, heat, telephone or cable shall be a direct rsposibility of the Tenant.

3. Building Signage. Tenant shall be responsible for all costs associated with Tenant's exterior signage. Tenants signage must comply with all City codes and regulations and such requirements that may be stipulated by the Landlord herein and be installed in accordance with the rehabilitation timetable of the Shopping Center. Upon Lease termination, Tenant will have the right to temporary signage at Tenant's cost of at least 4 squarae feet in size for a period not to exceed one year informing Tenant's customers of its new location. The sign will be located as close as possible to the premises doorway.

4. Option to Extend Lease Term. Provided Tenant is not in default hereunder, Tenant shall have the option to extend the term of this lease for two (2) three year periods upon the same terms and conditions except for Monthly Rent, which for the option period shall be \$2,083 per month for the first three-year extension term and \$2,500 per month for the second three-year extension term. Tenant shall exercise said option by giving written notice to Landlord not later than 60 days prior to the expiration of the then current Lease Term.

5. Parking Lot. Landlord agrees to extend the parking lot to the north (subject to the approval of the City of Roseville's building department) to provide at a minimum an additional 24 parking spaces. This parking lot extension is to be completed within 12 months of the Tenants written request to proceed. Upon completion, Tenant agrees to reimburse the Landlord for 50% of the cost of such extension. Such payment to be made by Tenant within 15 days of receipt of invoice from Landlord.

6. Unpaid sums and Service Charges. Any amounts owing from the Tenant to the Landlord under this Lease shall bear interest at the Default rate. In addition to the foregoing remedies, if any payment of Annual Rent is not paid when due, Tenant shall pay a late charge equal to 5% of the amount of such overdue payment as liquidated damages for the Landlord's extra expense and handling of such past due amount.

LANDLORD:

LEXINGTON SHOPPES LIMITED PARTNERSHIP

By: Preferred Properties, Inc., its General Partner

By: Thomas P. Hurley
Thomas P. Hurley

TENANT:

CITY OF ROSEVILLE

By: [Signature]
[Signature]

[Signature]
City Manager

Lease Addendum Two

This Addendum Two shall amend the Lease Agreement ("Lease") dated December 30, 1999 by and between to Roseville Center Limited Partnership ("Landlord") and the City of Roseville ("Tenant").

1. Tenant's Leased Premises shall be increased from the current 2,315 square feet to 3,332 square feet by adding Suite 2735 consisting of 1,017 square feet.
2. Landlord shall deliver the additional space, suite 2735, to Tenant in an AS-IS condition.
3. The Lease term for the additional space, suite 2735, shall be three (3) years and four (4) months and shall commence on October 1, 2005 and terminate on January 31, 2009
4. The annual Rent for the additional space shall be according to the following schedule:

<u>Lease Period</u>	<u>Monthly Rent</u>
10/1/2005 - 1/31/2006	\$1,500.00
2/1/2006 - 1/31-2007	\$1,600.00
2/1/2007 - 1/31-2008	\$1,650.00
2/1/2008 - 1/31-2009	\$1,700.00

5. Tenant hereby exercises its second three (3) year option to renew the term of this Lease, as set forth under Section 4 of Rider One to this Lease. The renewal period shall be for three (3) years beginning February 1, 2006 and expiring on January 31, 2009. The rental rate for the original Premises during the renewal period shall be \$2,500 per month.
6. Provided Tenant is not in default hereunder, Tenant shall have the option (third option) to extend the term of this lease for one (1) three (3) year period upon the same terms and conditions except for Annual Rent. The Annual Rent for the original space and the additional space shall be according to the following schedule during the third option period:

Third Option Period

Original Space

<u>Option Period (Year)</u>	<u>Monthly Rent</u>
Feb - Jan 2009 2010 Year 1	\$3,050.00
2010 Year 2	\$3,150.00
2011 Year 3	\$3,250.00

Additional Space

<u>Option Period (Year)</u>	<u>Monthly Rent</u>
2009 2010 Year 1	\$1,750.00
2010 Year 2	\$1,800.00
2011 Year 3	\$1,850.00

All other terms and conditions of the Lease referred to in the opening paragraph of this Addendum shall remain in full effect for the duration of said Lease. By signature below, both parties agree to this Addendum:

Tenant:

Landlord:

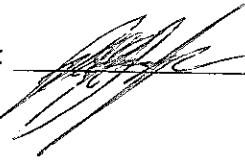
CITY OF ROSEVILLE

ROSEVILLE CENTER LIMITED
PARTNERSHIP

By: Neal J. Beets

By: 

Its: City Manager

Its: 

Date: 9/12/2005

Date: 9-21-05

Lease Addendum Two

This Addendum Two shall amend the Lease Agreement ("Lease") dated December 30, 1999 by and between to Roseville Center Limited Partnership ("Landlord") and the City of Roseville ("Tenant").

1. Tenant's Leased Premises shall be increased from the current 2,315 square feet to 3,332 square feet by adding Suite 2735 consisting of 1,017 square feet.
2. Landlord shall deliver the additional space, suite 2735, to Tenant in an AS-IS condition.
3. The Lease term for the additional space, suite 2735, shall be three (3) years and four (4) months and shall commence on October 1, 2005 and terminate on January 31, 2009
4. The annual Rent for the additional space shall be according to the following schedule:

<u>Lease Period</u>	<u>Monthly Rent</u>
10/1/2005 - 1/31/2006	\$1,500.00
2/1/2006 - 1/31-2007	\$1,600.00
2/1/2007 - 1/31-2008	\$1,650.00
2/1/2008 - 1/31-2009	\$1,700.00

5. Tenant hereby exercises its second three (3) year option to renew the term of this Lease, as set forth under Section 4 of Rider One to this Lease. The renewal period shall be for three (3) years beginning February 1, 2006 and expiring on January 31, 2009. The rental rate for the original Premises during the renewal period shall be \$2,500 per month.
6. Provided Tenant is not in default hereunder, Tenant shall have the option (third option) to extend the term of this lease for one (1) three (3) year period upon the same terms and conditions except for Annual Rent. The Annual Rent for the original space and the additional space shall be according to the following schedule during the third option period:

Third Option Period

Original Space

<u>Option Period (Year)</u>	<u>Monthly Rent</u>
Year 1	\$3,050.00
Year 2	\$3,150.00
Year 3	\$3,250.00

Additional Space

<u>Option Period (Year)</u>	<u>Monthly Rent</u>
Year 1	\$1,750.00
Year 2	\$1,800.00
Year 3	\$1,850.00

All other terms and conditions of the Lease referred to in the opening paragraph of this Addendum shall remain in full effect for the duration of said Lease. By signature below, both parties agree to this Addendum:

Tenant:

CITY OF ROSEVILLE

By: Nealy J. Beets

Its: City Manager

Date: 9/12/2005

Landlord:

ROSEVILLE CENTER LIMITED
PARTNERSHIP

By: [Signature]

Its: [Signature]

Date: 9 21 05



GAUGHAN
C O M P A N I E S ~

November 19, 2008

Gaughan Companies
56 East Broadway Suite 200
Forest Lake, MN 55025

office 651.464.5700
fax 651.464.5757
www.gaughancompanies.com

File: City of Roseville
Roseville Center

Ms. Brenda Davitt
Assistant Finance Director
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Ms. Davitt:

Per your request, attached please find two original copies of the Lease Addendum Three between the City of Roseville and Roseville Center Limited Partnership.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Dan A. Hebert
VP-Commercial Accounts

Attach.

trl

Lease Addendum Three

This Addendum Three shall amend the Retail Lease Agreement ("Lease") dated December 30, 1999 by and between Roseville Center Limited Partnership (the "Landlord"), and the City of Roseville (the "Tenant").

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Lease shall be and hereby is amended to include the following:

1. Per Lease Addendum Two, the square footage has been increased to 3,332 square feet.
2. The Lease shall be extended for a (4) four years and will terminate on January 31, 2013.
3. The annual Rent for the additional space shall be according to the following schedule:

<u>Lease Period</u>	<u>Monthly Rent</u>
2/1/2009 – 1/31/2010	\$4,200.00
2/1/2010 – 1/31/2011	\$4,800.00
2/1/2011 – 1/31/2012	\$4,950.00
2/1/2012 – 1/31/2013	\$5,100.00

All other terms and conditions of the Lease referred to in the opening paragraph of this Addendum shall remain in full effect for the duration of said Lease. By signature below, both parties agree to this Addendum:

Tenant:

CITY OF ROSEVILLE

Landlord:

ROSEVILLE CENTER LIMITED
PARTNERSHIP

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/12/09
Item No.: 12.d

Department Approval



City Manager Approval



Item Description: Consider Grass Lake Watershed Management Organization Board Appointment

BACKGROUND

The Grass Lake Watershed Management Organization (GLWMO) is a joint powers organization that manages water resources in the northeastern portion of Roseville and southern Shoreview. This includes lakes Owasso, Snail, and Bennett as well as many other smaller water bodies and wetlands. A five-member board appointed by the Roseville and Shoreview City Councils governs GLWMO. Board members serve three-year terms – with two members from Roseville and two from Shoreview. Appointment of the fifth member is rotated between the two cities. For 2009 the fifth member is appointed by Shoreview.

Tracy Mogg's term expired at the end of 2008 and his seat will be filled by the City of Shoreview. Mr. Mogg served for two terms on the Board. Jim Stark resigned from the Board in late 2008 due to conflicts with his employment with one year remaining on his term. Doug Root is the other currently serving Roseville member. Staff recently advertised for the vacancy as required by state statute. The City Manager's Office received two applications for this seat on the Board. Applications were submitted by Daniel Kelsey and Tracy Mogg. The applications received are attached. The bylaws of the organization give authority to each City Council to determine the qualification for appointment.

The following table shows proposed 2009 membership.

Member Name	Residence	Appointed By
Vacancy	Shoreview	Shoreview
Vacancy	Roseville	Roseville
Doug Root	Roseville	Roseville
Leonard Ferrington	Shoreview	Shoreview
Karen Eckman	Shoreview	Shoreview

POLICY OBJECTIVE

The appointment of GLWMO board members is governed by State Statute.

23 **FINANCIAL IMPACTS**

24 The appointment of new board members does not have a direct financial impact to the City.
25 GLWMO's annual budget is equally supported by Roseville and Shoreview.

26 **STAFF RECOMMENDATION**

27 Staff is recommending that the Council appoint one of the two applicants to fill the remaining
28 year left of Jim Stark's three year term to expire at the end of 2009. The appointee will be
29 eligible for reappointment at that time to an additional term.

30 **REQUESTED COUNCIL ACTION**

31 Motion appointing either Daniel Kelsey or Tracy Mogg to the Grass Lake Watershed
32 Management Organization Board for a term to expire on December 31, 2009.

Prepared by: Duane Schwartz, Public Works Director

Attachments: A: Board Application- Tracy Mogg
B: Board Application- Daniel Kelsey

Duane Schwartz

From: Carolyn Curti
Sent: Tuesday, December 23, 2008 1:15 PM
To: Margaret Driscoll
Cc: Duane Schwartz
Subject: FW: Online Form Submittal: Commission Application

Follow Up Flag: Follow up
Flag Status: Red

I put this in the Public folder

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

From: support@civicplus.com [mailto:support@civicplus.com]
Sent: Tuesday, December 09, 2008 9:48 AM
To: Carolyn Curti; Margaret Driscoll
Subject: Online Form Submittal: Commission Application

The following form was submitted via your website: Commission Application

Please check commission applying for: Grass Lake Water Management Organization

If other, please list name:

Name:: Daniel Kelsey, P.E.

Address:: 735 Heinel Drive

City, State, Zip: Roseville, MN 55113

Work Experience: Administrative Structural Engineer: State of Minnesota Building Codes and Standards Division, St. Paul - Chairing Structural Advisory Committee, which reviews structural provisions of various building codes. Writing and presenting educational programs on the structural provisions of the Minnesota State Building Code. Reviewing projects for compliance with the structural provisions of the state building code. Assisting local government building departments with building code interpretations and opinions on structural engineering reports. Providing telephone consultation to engineers, building officials, builders, and others. Reviewing structural provisions of new model code during adoption. (2000 - Present)

Consulting Engineer - Environmental Compliance Consultants Inc, Green Bay, Wi. - Assess client's facilities and write Spill Prevention, Control, and Countermeasure Plans in accordance with United States Environmental Protection Agency regulations. (Contract basis as needed)

Structural Department Head: DLR Group, Minneapolis - Supervising and scheduling all structural engineering design in office. Reviewing all projects for compliance with structural provisions of building codes and office standards. Selecting, designing, and detailing structural systems for schools, correctional facilities, and commercial buildings. Writing division 2 through 6 of project specifications. Performing peer reviews of structural designs and documents for other DLR offices. (1995 - 2000)

Professional Engineer: Reigstad and Associates, St. Paul - Selecting and designing structures for commercial, school, church, and industrial buildings. Managing production of the structural portion of contract documents. Reviewing shop drawings and observing construction of projects. Writing quotations for structural consulting services. (1994)

Professional Engineer: Strom Engineering Corp., Minneapolis - Consulting with clients to assist them in choosing the optimum overhead material handling systems. Designing systems, sending out for bids, and reviewing shop drawings. Researching and analyzing existing structures that were to receive the hoists or cranes, designing any modifications required. (1993 - 1994)

Chief Structural Engineer: A.J. Berreau and Associates, Inc., Minneapolis - Managing projects for industrial, cold storage, and commercial buildings. Structural engineering, writing specifications, reviewing shop drawings, code reviewing, observing construction of steel, masonry, concrete, and wood structures. Evaluating existing structures and modifying them when required. (1992 - 1993) (1987 - 1989)

Project Engineer: Brooks Borg and Skiles, Des Moines - Project management, conducting construction meetings, code reviews for commercial, industrial, and university buildings. Structural engineering, observing construction, reviewing shop drawings for concrete, steel, masonry, and wood structures. Process piping and secondary containment for hazardous material. (1989 - 1992)

Construction Worker: Kelsey Construction, Green Bay - Performing various assignments from rough to finish carpentry in the construction of residential and light commercial buildings. (1979 - 1987)

Education:: B.S. Architectural Engineering

Civic and Volunteer Activities (Past and Present)::

Please state your reasons for wanting to serve on the Commission/Committee/Task Force:: As a resident that lives on Lake Owasso I am very interested in the water quality in our watershed district.

What is your view of the role of this Commission/ Committee/Task Force?: To represent the best interests of the Citizens of the City of Roseville.

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

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

I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply)..: Work telephone number, Home email address

Daytime Phone: 651-284-5852

Evening Phone:

Cell Phone:

Home Phone (if different):

Work Phone (if different):

Home Fax:

Work Fax:

Home Email: elio_oli@msn.com

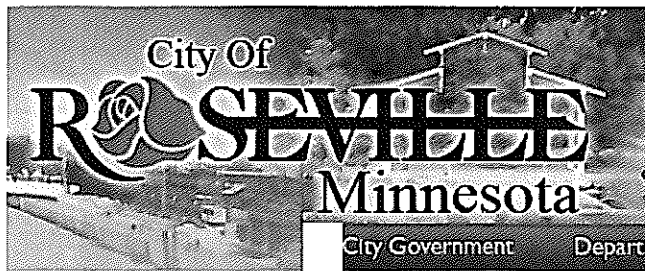
Work Email: _____

Student Application: No

If yes, please list your grade:

May we contact you using your work email or fax?: Yes

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


[City Government](#)
[Departments](#)
[For Residents](#)
[For Businesses](#)
[About Roseville](#)
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- Request Services
- Ask Questions
- Receive Updates

Quick Links[Ramsey County](#)[State of Minnesota](#)[Roseville Issues Forum](#)[Translate This Page](#)**Commission Application****Application for Citizen Advisory Commission**

Please check commission applying for*

- ☐ Ethics Commission
- ☒ Grass Lake Water Management Organization
- ☐ Human Rights Commission
- ☐ Parks and Recreation Commission

- ☐ Planning Commission
- ☐ Police Civil Service Commission
- ☐ Public Works, Environment and Transportation Commission
- ☐ Other

If other, please list name

Name:*

TRACY MOGG

Address:*

925 W. Hwy 36 #201

City, State, Zip*

Roseville, MN 55113

Work Experience

25 years consulting engineer
water resource management
environmental site assessment

Education:

BS Geological Engineering UM

Civic and Volunteer Activities (Past and Present):

for City of Roseville, GLWMO.

Please state your reasons for wanting to serve on the Commission/Committee/Task Force:

To provide my experience for the city
towards protecting and enhancing
the GLWMO watershed.

What is your view of the role of this Commission/ Committee/Task Force?

Represent citizens of the City of Roseville
regarding watershed.

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

Have enjoyed representing the city
on the GLWMO and wish
to continue.

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

☐ Yes

I understand that the City will not publish my phone or fax numbers or email address without my authorization and do hereby allow the City to publish (check all that apply).

☐ Home telephone number

☐ Work fax number

☐ Work telephone number

NONE

☐ Home email address

☐ Other telephone number

☐ Work email address

☐ Home fax number

EXCEPT CELL # ON GLLWMO website

Daytime Phone

Evening Phone

Cell Phone

612 432 4528

Home Phone (if different)

Work Phone (if different)

Home Fax

Work Fax

Home Email

Work Email

Student Application

No

If yes, please list your grade

May we contact you using your work email or fax? Yes

Tennessee Warning: Some or all of the information that you are asked to provide is classified by State law as either private or confidential. Private data is information that generally cannot be given to the public, but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data.

The City of Roseville is collecting the information to determine qualifications to serve on a Citizen Advisory Commission. You are not legally required to provide this information. However, if you do not supply the information, you may not serve on a Citizen Advisory Commission.

Other persons or entities authorized by law to receive this information are City Council members, staff, residents of Roseville and interested others.

Any additional information may be emailed to info@ci.roseville.mn.us or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7030.

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

☒ Yes

* indicates required fields.

Submit

Submit and Print

Reset

Cancel

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/12/09

Item No.: 13.a

Department Approval

City Manager Approval

W. Malinen

Item Description: Discuss Professional Services Policy

BACKGROUND

Council has previously discussed the Professional Services Policy. Councilmember Johnson has requested a discussion on the policy and effect on current legal services agreements.

POLICY OBJECTIVE

Revisit policy for selecting and retaining professional services while balancing the best interests of the City.

BUDGET IMPLICATIONS

- 1) The current policy limits a firm from reappointment after providing services for two consecutive 3-year terms:
 - a. This could potentially keep the City from procuring the best contract, and
 - b. Upon yearly review, Council has the right to extend or not extend the contract based upon performance and existing relationship
- 2) It may be to the City's advantage to limit the contract term to one year to:
 - a. Allow more flexibility in the budget, and
 - b. Allow a more fluid approach to professional services contracts

REQUESTED COUNCIL ACTION

Motion to remove language from the Professional Services Policy that limits service to six consecutive years; and

Consider extending legal service contracts for one year (2009) at the same terms as 2008.

Prepared by: Bill Malinen

Attachments: A: Proposed Professional Services Policy

Professional Services Policy

Background

The City of Roseville retains outside professional services in the areas of:

- ☐ Legal (Prosecution, Civil, Economic Development, and Bond Counsel)
- ☐ Appraisal
- ☐ Planning and Landscape Design
- ☐ Audit
- ☐ Engineering, Architectural, and Environmental

Agreements for the above services have been through contracts either for specific projects or services, or a given period of time. For legal services, written agreements are completed annually.

Purpose

It is desirable to ~~amend the current~~ maintain consistent methods of selecting and retaining consulting services to:

- ☐ Consolidate significant professional service policies into one uniform policy
- ☐ Provide Citywide consistency in the procedure of selecting and retaining professional services
- ☐ ~~Ensure public confidence in process integrity by limiting the amount of time professional services are provided~~
- ☐ ~~Ensure a fresh perspective and new approach to professional services~~
- ☐ Ensure a regular, yearly ~~consistent~~ fiscal review of professional services

Policy

It is the policy of the City to employ a consistent practice for selecting and retaining professional services. Contracts for professional services shall be for no more than three (3) years, and include a review process. ~~Consulting firms shall be engaged for a period of not more than two (2) consecutive three (3) year periods. After six (6) years, they shall not be allowed to renew consulting services for a period of three (3) years. If deemed in the City's best interests, the City Manager may continue professional services for longer than six (6) years.~~ If the need arises, the City Manager may solicit proposals and select firms for special projects or services. Contracts will be reviewed on a case by case basis.

Selection of all firms shall be approved by the City Council.

Consulting firms:

- ☐ Shall commit to the principles of the Professional Code of Ethics for their profession and the City of Roseville Code of Ethics for Public Officials
- ☐ May contact only designated Roseville City staff
- ☐ Will not represent any individual or corporation involved in litigation against the City of Roseville

Procedure

1. The City Manager or designated staff will invite firms to submit proposals for providing professional services to the City of Roseville. The proposals shall include the following:
 - ☐ Description of firm
 - ☐ Technical qualifications
 - ☐ Work experience
 - ☐ Prior city experience
 - ☐ References
 - ☐ Fee schedule for all personnel
2. The City Manager will appoint a Selection Committee that will interview firms, if necessary. The Committee will recommend to the City Council that firms are to be selected. A proposed contract will be included with the recommendation.
3. The City Council will select the firms and approve the contracts at a regular Council meeting.

Implementation

All service areas will be on the same time cycle effective in 2000. This can best accommodate overlap and service areas, and provide additional consistency.

REQUEST FOR COUNCIL ACTION

Date: January 12, 2009
Item No.: 13.b

Department Approval

City Manager Approval



Item Description: Advisory Commission Term Expirations and Appointment/Reappointment Process

BACKGROUND

The City has six standing commissions. The Council annually appoints citizens to the commissions. Commissions advise the Council on specific actions and offer citizens a way to provide input on issues of importance.

The City Council requests interviews, re-appoints Commissioners and/or declares vacancies on the standing Commissions. At the December 6, 2004 City Council meeting, the Council passed a resolution limiting Commissioners to two consecutive, three-year terms and requiring Commissioners to reapply for reappointment to a second term. The resolution states that "A. No later than sixty days....the Council will consider whether to interview the commissioner; if two council members request, a commissioner seeking reappointment will be scheduled to attend an interview before the entire Council. B. Should the Council determine that the individual merits reappointment, that person will be reappointed."

Commissioners are appointed to terms that begin April 1 of each year. The following Commissioners' terms expire March 31, 2009:

Ethics Commission

Duane Cady – eligible for reappointment

Margo Fjelstad – eligible for reappointment

Human Rights Commission

Phil Crump – not eligible for reappointment

Janet Delmore - eligible for reappointment

Tam McGehee – eligible for reappointment

Parks and Recreation Commission

Gale Pederson – eligible for reappointment

Mark Kamrath – not eligible for reappointment

Michelle Kruzel – not eligible for reappointment

33
34
35 Planning Commission

36 Mark Bakeman – not eligible for reappointment

37 Barbara Martinson – eligible for reappointment

38 Joe Wozniak – eligible for reappointment

39
40 Police Civil Service Commission

41 Linda Lange – not eligible for reappointment

42
43 Public Works, Environment and Transportation Commission

44 Ernie Willenbring – not eligible for reappointment

45 Joan Felice – eligible for reappointment

46
47 In addition to these vacancies, Bob Venters has resigned from the Human Rights Commission.
48 His term expires in 2011. Jeff Johnson has resigned from the Parks and Recreation Commission.
49 His term expires in 2010.

50
51 Staff will contact commissioners who are eligible for reappointment. Applications for
52 commissioners who wish to be reappointed will be available at the January 26 Council meeting.

53
54 Staff will check the attendance records of the eligible commissioners and will contact chairs of
55 the commissions to get recommendations of reappointments.

56 **REQUESTED COUNCIL ACTION**

- 57
58 1. Authorize staff to advertise for the Commission positions with the 4:30 p.m. February 27
59 deadline for applications and schedule interviews on March 9. (Start time would depend upon
60 how many returning Commissioners to be interviewed), and
61
62 2. Be prepared to appoint returning Commissioners at the January 26 meeting and/or
63 identify those commissioners that Council Members wish to interview at the February 9 meeting.

64
Prepared by: Bill Malinen, City Manager

Attachments: A: Resolution 10266

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 6th day of December, 2004, at 6:00 p.m.

The following members were present: Ihlan, Kough, Schroeder, Maschka and Klausing

and the following were absent: none.

Member Kough introduced the following resolution and moved its adoption:

RESOLUTION No. 10266

**Amending Resolution 9372 To Change The
Reappointment Process and Term Limits for
Roseville Citizen Advisory Commissions.**

WHEREAS, the City of Roseville has five citizen advisory commissions – the Civil Service Commission; the Human Rights Commission, the Parks and Recreation Commission, the Planning Commission, and the Public Works, Environment and Transportation Commission; and

WHEREAS, Resolution 9372, dated January 30, 1997, outlines the process by which the City Council will interview applicants for Commission vacancies and how the Council will handle the reappointment process; and

WHEREAS, the City Council has been considering changes to the process by which the Council reappoints sitting commission members once their term expires;

WHEREAS, the Council invited comment from the public and from current commissioners about the organization of citizen advisory commissions and the reappointment process;

NOW, THEREFORE, BE IT RESOLVED, that the Roseville City Council hereby amends Resolution 9372 to read as follows:

Resolution 10266
Amending Resolution 9372

BACKGROUND:

The City of Roseville has five standing Advisory Commissions: Public Works, Environment and Transportation; Human Rights; Parks and Recreation; Planning; and Police Civil Service. The City also establishes other advisory groups as needed.

Numerous Roseville residents have volunteered their time and skills serving as Commission members. The efforts and commitment of these volunteers have been an important ingredient in Roseville's quality of life.

POLICY STATEMENT:

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

PROCEDURE STATEMENT:

I.

If a vacancy occurs because of resignation, death, moving from the City, removal from office, ineligibility for reappointment, etc., on any standing Advisory Commission, the following procedure will be used.

A. When a Commission vacancy occurs the City Council, at a regular meeting, will establish a deadline for receiving applications and the date of the Council Meeting to interview the applicants. The time between the application deadline and interviews shall be no more than thirty (30) days.

B. Commission vacancies will be advertised in the Roseville Review and Roseville Focus at least two (2) times before the application deadline. Vacancies will also be advertised on Cable Television and posted on the City Hall Bulletin Board.

C. Applications received after the deadline will not be accepted.

D. Names of applicants and applications will be provided to the City Council and the public after the application deadline.

E. If fewer applications are received than twice the number of openings, the City Council may establish a new application deadline and Council Meeting for interviews. If a new deadline is adopted, the vacancy will be re-advertised as described in "B" above.

F. Applicants will be interviewed by the City Council. The Chair and Vice Chair of the Commission to which the applicant is seeking appointment will be invited to attend and participate in the interview process. A minimum of five members of the Interview Team must participate in the interview process. Interviews are open to the public.

G. If a new vacancy occurs after an application deadline and before an appointment is made, a new application process will be used as described in this procedure.

H. The City Council will make the appointments at the first Council meeting following interviews.

I. Advisory Commission applications shall be kept on file for one year. If during that year a vacancy occurs on any Commission, all applicants will be advised of the vacancy in writing.

II.

If a current Commission member's term is expiring and is eligible for reappointment, the following procedure will be used.

A. No later than sixty (60) days prior to the expiration of a term, each commission member whose term is expiring shall be contacted in writing and directed to complete a written application for reappointment if they desire to be reappointed. For persons seeking reappointment, the Council shall be advised of the attendance record of the individual whose term is expiring. The Council will also be provided with written comments from the Chairperson of the Commission regarding the reappointment of the individual. At that time, the Council will consider whether to interview the commissioner; if two councilmembers request, a commissioner seeking reappointment will be scheduled to attend an interview before the entire Council.

B. Should the Council determine that the individual merits reappointment, that person will be reappointed.

C. Should the incumbent not wish to be reappointed or should the Council determine that the individual does not merit reappointment, the Council will follow the procedure for filling vacancies as described in I. above.

APPOINTMENTS TO OTHER CITY ADVISORY GROUPS

The Council may use the procedure outlined in Sections I. and II. above for making appointments to other advisory groups, committees, task forces, etc.

TERM LIMITS

Members of all Advisory Commissions may serve a maximum of two full consecutive three-year term. The Council may reappoint a person for a period not exceeding one additional year if the Council, by four-fifths vote, determines that reappointment is in the best interest of such Commission and the City.

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

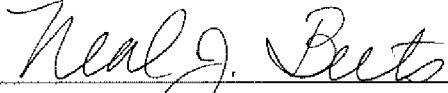
and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 6th day of December, 2004 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 6th day of December 2004.



Neal J. Beets, City Manager

SEAL