



City Council Agenda

Monday, June 8, 2009

6:00 p.m.

Closed Executive Session

6:20 p.m.

Regular Meeting

City Council Chambers

(Times are Approximate)

- 6:00 p.m. **1. Roll Call**
Voting & Seating Order for June: Johnson; Pust; Ihlan;
Roe; Klausing
**Closed Executive Session – Discuss Acquisition of
portions of property located at 2690 Cleveland Avenue
and 1947 County Road C for road right of way purposes**
- 6:22 p.m. **2. Approve Agenda**
- 6:25 p.m. **3. Public Comment**
- 6:30 p.m. **4. Council Communications, Reports, Announcements and
Housing and Redevelopment Authority Report**
- 5. Recognitions, Donations, Communications**
- 6:35 p.m. **6. Approve Minutes**
a. Approve Minutes of May 18, 2009 Meeting
- 6:40 p.m. **7. Approve Consent Agenda**
a. Approve Payments
b. Approve Business Licenses
c. Approve General Purchases and Sale of Surplus items in
excess of \$5000
d. Approve One-day Gambling License for Central Park
Foundation
e. Receive Imagine Roseville 2025 Update
f. Receive Shared Services Update
- 6:50 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

10. Presentations

11. Public Hearings

- 7:00 p.m. a. Public Hearing to Consider a Resolution for the Imposition and Collection of Fees in the Housing Improvement Area for Westwood Village I (HF0052)

12. Business Items (Action Items)

- 7:15 p.m. a. Approve Community Development Department Request for a Ramsey County Court Citation for Unresolved Violations of City Code at 1128 Sextant Avenue
- 7:25 p.m. b. Approve Community Development Department Request to issue a Ramsey County Court Citation for Unresolved Violations of City Code at 648 Iona Lane
- 7:35 p.m. c. Approve Development Agreement and Adopt a Fee Resolution for Westwood Village I
- 7:55 p.m. d. Set Bond Sale Date for Issuance of Housing Revenue Bonds for Westwood Village I
- 7:50 p.m. e. Set Bond Refunding Date for the City's 1999 Street Construction Bonds
- 8:00 p.m. f. Request by AEON for Final Development Plan, Final Plat, Rezoning and PUD Agreement approval for Har Mar Apartments (PF07-068)
- 8:15 p.m. g. Consider Acquisition of portions of property located at 2690 Cleveland Avenue and 1947 County Road C, City of Roseville for road and construction purposes

13. Business Items – Presentations/Discussions

- 8:25 p.m. a. Discuss and Consider an Ordinance Amending Chapter 801.16 D, 802.12 E, and 803.01 of the City Code related to Water Rates/Collection of Charges
- 8:35 p.m. b. Discuss an Ordinance Amending Title 4 of the City Code related to Yard Requirements and Regulation of Residential Composting
- 8:45 p.m. c. Discuss and Affirm the City Council Travel Policy

8:55 p.m. d. Discuss Professional Services Policy

9:15 p.m. **14. City Manager Future Agenda Review**

9:20 p.m. **15. Councilmember Initiated Items for Future Meetings**

16. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Jun 9	6:30 p.m.	Parks and Recreation Commission
Tuesday	Jun 9	7:00 p.m.	Human Rights Commission
Monday	Jun 15	6:00 p.m.	City Council Meeting
Tuesday	Jun 16	6:00 p.m.	Housing & Redevelopment Authority
Monday	Jun 22	-	Rosefest Parade
Tuesday	Jun 23	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Jun 29	6:00 p.m.	City Council Meeting
Wednesday	Jul 1	6:30 p.m.	Planning Commission

Meetings at City Hall unless otherwise noted.

Date: 6/08/09

Item: 6.a

Minutes of 5/18/09

No Attachment

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/08/2009

Item No.: 7 . a

Department Approval

City Manager Approval

Christopher 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	\$446,166.80
55165-55302	\$280,071.33
Total	\$726,238.13

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: n/a

Accounts Payable

Checks for Approval

User: mjenson

Printed: 06/03/2009 - 10:40 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	05/13/2009	General Fund	Contract Maintenance	B-Dale Spur-ACH	Wash for Command Vehicle	7.47
0	05/13/2009	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Tools	35.76
0	05/13/2009	Recreation Fund	Operating Supplies	PetSmart-ACH	Animal Supplies	34.92
0	05/13/2009	Recreation Fund	Operating Supplies	Marathon Oil-ACH	Gas for Spring Break	26.86
0	05/13/2009	Recreation Fund	Operating Supplies	Shoreview Park & Rec-ACH	Spring Break Swimming	59.76
0	05/13/2009	Police Forfeiture Fund	Professional Services	Cabela's Inc-ACH	Clip Conversion Kits	416.19
0	05/13/2009	Police Forfeiture Fund	Professional Services	Cabela's Inc-ACH	Credit	-387.39
0	05/13/2009	Water Fund	Operating Supplies	Menards-ACH	Garage Door Supplies	24.27
0	05/13/2009	Recreation Fund	Operating Supplies	Menards-ACH	Supplies	14.93
0	05/13/2009	Golf Course	Operating Supplies	Office Max-ACH	Office Supplies	30.97
0	05/13/2009	General Fund	Operating Supplies	UPS Store-ACH	Shipping Cost for Sale of Used Equip.	16.31
0	05/13/2009	Recreation Fund	Professional Services	United States Tennis-ACH	2009 Membership	35.00
0	05/13/2009	General Fund	Worksession Expenses	Boston Market-ACH	Executive Session Supplies	33.57
0	05/13/2009	Sanitary Sewer	Operating Supplies	Boaters Outlet-ACH	Bow Stop	6.29
0	05/13/2009	General Fund	Worksession Expenses	Next Day Gourmet- ACH	Hot Water Carafe, Basket	37.92
0	05/13/2009	General Fund	Worksession Expenses	Byerly's- ACH	Worksession Items	6.19
0	05/13/2009	Golf Course	Operating Supplies	North Hgts Hardware Hank-ACH	Plumbing Supplies	12.80
0	05/13/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	No Receipt	105.28
0	05/13/2009	General Fund	Vehicle Supplies	Northern Tool & Equip- ACH	Pressure Washer	96.00
0	05/13/2009	Recreation Fund	Operating Supplies	Oriental Trading-ACH	Spring Celebration Supplies	276.71
0	05/13/2009	Recreation Fund	Use Tax Payable	Oriental Trading-ACH	Sales/Use Tax	-16.88
0	05/13/2009	Golf Course	Operating Supplies	Home Depot- ACH	Plumbing Supplies	18.43
0	05/13/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Electrical Supplies	47.85
0	05/13/2009	General Fund	Operating Supplies	UPS Store-ACH	Shipping Cost for Sale of Used Equip.	16.31
0	05/13/2009	General Fund	Training	Aurelio's Pizza-ACH	Food for Monthly Fire Dept Mtg/EMS	233.85
0	05/13/2009	General Fund	Motor Fuel	Holiday-ACH	Trng Gasoline	25.50
0	05/13/2009	General Fund	Recognition Program	Costco-ACH	Retiring Commissioner Recognition	251.08
0	05/13/2009	Water Fund	Water Meters	Grainger-ACH	Valve, Multimeter	118.06
0	05/13/2009	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Wood	5.11
0	05/13/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Stock Supplies	146.00
0	05/13/2009	General Fund	Operating Supplies	UPS Store-ACH	Shipping Cost for Sale of Used Equip.	58.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	05/13/2009	General Fund	Training	Holiday Inn-ACH	SPEC Training Conference-Hotel Room	171.76
0	05/13/2009	General Fund	Memberships & Subscriptions	FBI National Academy-ACH	2009 Dues	77.00
0	05/13/2009	General Fund	Operating Supplies	HP Home Store-ACH	Print Cartridge	96.06
0	05/13/2009	Golf Course	Operating Supplies	Suburban Ace Hardware-ACH	Paint Cans	23.97
0	05/13/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Glossy Paper	44.27
0	05/13/2009	General Fund	Operating Supplies	Ebay Inc-ACH	Sale of Used Equipment-EBAY Fee	159.07
0	05/13/2009	Information Technology	Operating Supplies	HP Services-ACH	AC Adapter	42.43
0	05/13/2009	General Fund	Operating Supplies	Holiday-ACH	Supplies for Mutual Aid-Federal Deploy.	7.01
0	05/13/2009	General Fund	Operating Supplies	4Imprint-ACH	Cotton Shirts	235.95
0	05/13/2009	General Fund	Conferences	MAWP-ACH	Spring Conference-Sikorra	200.00
0	05/13/2009	Telecommunications	Operating Supplies	Yesbuy.com-ACH	DVD Cases	28.27
0	05/13/2009	Telecommunications	Use Tax Payable	Yesbuy.com-ACH	Sales/Use Tax	-1.72
0	05/13/2009	Information Technology	Operating Supplies	Newegg Computers-ACH	Parallel Card	20.21
0	05/13/2009	Information Technology	Use Tax Payable	Newegg Computers-ACH	Sales/Use Tax	-1.23
0	05/13/2009	Police Forfeiture Fund	Professional Services	PayPal-ACH	Identification Keys	803.54
0	05/13/2009	Police Forfeiture Fund	Use Tax Payable	PayPal-ACH	Sales/Use Tax	-49.04
0	05/13/2009	Police Forfeiture Fund	Professional Services	PayPal-ACH	Identification Keys	803.54
0	05/13/2009	Police Forfeiture Fund	Use Tax Payable	PayPal-ACH	Sales/Use Tax	-49.04
0	05/13/2009	Storm Drainage	Operating Supplies	Ace Hardware-ACH	Sectional Fencing	26.61
0	05/13/2009	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Big Gap F	42.05
0	05/13/2009	Storm Drainage	Operating Supplies	Suburban Ace Hardware-ACH	Moth Balls	6.93
0	05/13/2009	Recreation Fund	Operating Supplies	Green Mill- ACH	Adult Trip Meal	419.70
0	05/13/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	21.33
0	05/13/2009	General Fund	Training	Cub Foods- ACH	Food for Monthly Fire Dept Mtg/EMS Trng	17.60
0	05/13/2009	General Fund	Operating Supplies	Moore Medical-ACH	EMS Medical Gloves	251.34
0	05/13/2009	General Fund	Use Tax Payable	Moore Medical-ACH	Sales/Use Tax	-15.34
0	05/13/2009	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Carbonless Forms	80.07
0	05/13/2009	General Fund	Conferences	Glock- ACH	Armorer's Training	150.00
0	05/13/2009	P & R Contract Maintenance	Operating Supplies	Gopher Bearing-, Corp.-ACH	Ball Bearing	19.79
0	05/13/2009	General Fund	Operating Supplies	Applebee's-ACH	Food During FEMA Flood Emergency	62.00
0	05/13/2009	General Fund	Operating Supplies	Dunn Bros Coffee-ACH	No Receipt	22.89
0	05/13/2009	General Fund	Operating Supplies	Holiday-ACH	Fuel for Mutual Aid Response Vehicle	26.00
0	05/13/2009	General Fund	Operating Supplies	Holiday-ACH	Fuel for Mutual Aid Response Vehicle	31.36
0	05/13/2009	General Fund	Operating Supplies	Frontier Tesoro-ACH	Fuel for Mutual Aid Vehicle	18.61
0	05/13/2009	General Fund	Operating Supplies	Frontier Tesoro-ACH	Fuel for Mutual Aid Vehicle	34.41
0	05/13/2009	General Fund	Operating Supplies	Subway-ACH	Food During FEMA Flood Emergency	27.85
0	05/13/2009	General Fund	Op Supplies - City Hall	Byerly's- ACH	Bakery Items	25.99
0	05/13/2009	Recreation Fund	Operating Supplies	Party America-ACH	Table Covers, Centerpieces	51.92
0	05/13/2009	General Fund	Op Supplies - City Hall	Brueggers Bagels- ACH	Bagels	24.67
0	05/13/2009	Golf Course	Operating Supplies	Home Depot- ACH	Credit-Return	-13.82
0	05/13/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Water, Flowers	120.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	05/13/2009	General Fund	Operating Supplies	Perkins-ACH	Food During FEMA Flood Emergency	50.00
0	05/13/2009	Recreation Fund	Operating Supplies	Cub Foods- ACH	Bakery Items	85.57
0	05/13/2009	Recreation Fund	Operating Supplies	Cub Foods- ACH	Taco Dip	81.02
0	05/13/2009	Recreation Fund	Operating Supplies	Designs for Dance-ACH	Dance Costumes	587.80
0	05/13/2009	Recreation Fund	Operating Supplies	Sports Authority-ACH	Gym Supplies	6.39
0	05/13/2009	General Fund	Memberships & Subscriptions	PayPal-ACH	Midwest CIT Conference-Pitzl	89.00
0	05/13/2009	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Treated-Pick	33.22
0	05/13/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Tools	18.09
0	05/13/2009	General Fund	Conferences	Grandview Lodge-ACH	Conference	374.54
0	05/13/2009	General Fund	Conferences	Grandview Lodge-ACH	Conference Cancellation	374.54
0	05/13/2009	General Fund	Office Supplies	Royal Inter-web-ACH	Document Covers	76.61
0	05/13/2009	General Fund	Use Tax Payable	Royal Inter-web-ACH	Sales/Use Tax	-4.67
0	05/13/2009	Storm Drainage	Operating Supplies	Suburban Ace Hardware-ACH	Storm Sewer Cleaning Supplies	48.54
0	05/13/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Lumber, Skate Park Supplies	321.09
0	05/13/2009	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	Hosting, Domain Names3	90.00
0	05/13/2009	P & R Contract Maintenance	Operating Supplies	Consolidated Container-ACH	Trash Containers	495.14
0	05/13/2009	Recreation Fund	Operating Supplies	Mike's Pro Shop-ACH	Trophy	51.36
0	05/13/2009	General Fund	Operating Supplies	Menards-ACH	Mail Boxes-Snow Plow Damage	124.80
0	05/13/2009	Community Development	Office Supplies	Office Max-ACH	Office Supplies	21.34
0	05/13/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	No Receipt	11.91
0	05/13/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Labels, Dividers	70.09
0	05/13/2009	General Fund	Training	Cub Foods- ACH	First Response Refreshments	7.80
0	05/13/2009	General Fund	Training	U of M CCE Online-ACH	Munici-Pals Spring Workshop	240.00
0	05/13/2009	License Center	Office Supplies	Walmart-ACH	Plastic Containers	21.35
0	05/13/2009	General Fund	Operating Supplies	UPS Store-ACH	Shipping Costs for Used Ebay Sales	67.16
0	05/13/2009	Community Development	Memberships & Subscriptions	APA Online-ACH	Annual Membership-Lloyd	240.00
0	05/13/2009	Community Development	Memberships & Subscriptions	APA Online-ACH	Annual Membership-Trudgeon	465.00
0	05/13/2009	Recreation Fund	Training	Learning Resources-ACH	Social Networks Training	45.00
0	05/13/2009	Recreation Fund	Contract Maintenance	Schelen Gray Auto-ACH	Edger Motor Repair	374.86
0	05/13/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Cordless Saw Kit	389.12
0	05/13/2009	Golf Course	Operating Supplies	Wholesale-Carabiners-ACH	Carabiner	157.08
0	05/13/2009	Golf Course	Use Tax Payable	Wholesale-Carabiners-ACH	Sales/Use Tax	-9.58
Check Total:						10,862.52
0	05/13/2009	Telephone	Telephone	FSH Communications-LLC	Payphone Advantage	63.90
0	05/13/2009	General Fund	Professional Services	Samba Holdings Inc	Driver Record	5.50
0	05/13/2009	Equipment Replacement	FunRental - Copier Machines	Ricoh Customer Finance Corp	Copier at Nature Center	471.46
0	05/13/2009	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections-April 09	5,249.60
0	05/13/2009	General Fund	Conferences	Carol Sletner	MN Chiefs Conference Reimbursement	445.30
0	05/13/2009	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping Charges April 2009	545.11
0	05/13/2009	General Fund	Operating Supplies	Marc Schultz	Reimbursement for Supplies	17.02
0	05/13/2009	General Fund	Training	Richard Wahtera	Parking Reimbursement	6.00
0	05/13/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	8.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	05/13/2009	General Fund	Operating Supplies	Cole Information Services	Directory	343.95
0	05/13/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	249.94
0	05/13/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	409.78
0	05/13/2009	General Fund	Vehicle Supplies	Able Hose & Rubber Inc	JH Hose	58.58
0	05/13/2009	General Fund	Professional Services	City of St. Paul	Wireless & RMS Services May 2009	4,358.00
0	05/13/2009	General Fund	Operating Supplies	City of St. Paul	Asphalt Mix	64.60
0	05/13/2009	General Fund	Training	ATOM	Training-Rosand, Scheider	80.00
0	05/13/2009	General Fund	Training	ATOM	Training-Rosand, Gardner	40.00
0	05/13/2009	General Fund	Vehicle Supplies	O'Reilly Automotive Inc	Nitrile Gloves	51.07
0	05/13/2009	General Fund	Vehicle Supplies	O'Reilly Automotive Inc	Latex Gloves	57.46
0	05/13/2009	General Fund	Vehicle Supplies	MacQueen Equipment	2009 Blanket PO for Vehicle Repairs	82.02
0	05/13/2009	Police - DWI Enforcement	Professional Services	Intoximeters, Inc.	Two Minn SCRNR	1,248.18
0	05/13/2009	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2009 Blanket PO for Vehicle Repairs	43.71
0	05/13/2009	General Fund	Use Tax Payable	McMaster-Carr Supply Co	Sales/Use Tax	-2.66
0	05/13/2009	Police - DWI Enforcement	Professional Services	Jensen, Bell, Converse & Erick	Legal Services Through April 15	980.00
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	31.00
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	31.00
0	05/13/2009	Information Technology	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	62.00
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	61.67
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	651.00
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	31.00
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	31.00
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	62.00
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	62.00
0	05/13/2009	Recreation Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	31.00
0	05/13/2009	P & R Contract Maintenance	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	93.00
0	05/13/2009	General Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	31.00
0	05/13/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	31.00
0	05/13/2009	Community Development	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	31.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	05/13/2009	License Center	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	154.67
0	05/13/2009	Sanitary Sewer	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	62.00
0	05/13/2009	Water Fund	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	93.00
0	05/13/2009	Storm Drainage	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	61.67
0	05/13/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	-1,611.01
0	05/13/2009	Risk Management	Employer Insurance	Delta Dental Plan of Minnesota	Dental Insurance Premium for April 2009	5,085.01
0	05/13/2009	License Center	Professional Services	Quicksilver Express Courier	Courier Service	151.62
0	05/13/2009	General Fund	Utilities	Xcel Energy	Fire #3	681.60
0	05/13/2009	Recreation Fund	Utilities	Xcel Energy	Nature Center	441.24
0	05/13/2009	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	11.56
0	05/13/2009	License Center	Utilities	Xcel Energy	Motor Vehicle	486.56
0	05/13/2009	Water Fund	Utilities	Xcel Energy	2501 Fairview/Water Tower	204.89
0	05/13/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	13.96
0	05/13/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	26.76
0	05/13/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	14.92
0	05/13/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	14.72
0	05/13/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	100.55
0	05/13/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	31.76
0	05/13/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	31.65
0	05/13/2009	Storm Drainage	Operating Supplies	Grainger Inc	Respirator	69.86
0	05/13/2009	Water Fund	Operating Supplies	Grainger Inc	Respirator	69.87
0	05/13/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	137.15
0	05/13/2009	General Fund	Training	Streicher's	Training Pistol	143.78
0	05/13/2009	Police Forfeiture Fund	Professional Services	Streicher's	Holster	168.26
0	05/13/2009	Police Forfeiture Fund	Professional Services	Streicher's	ACU Shirt	45.00
0	05/13/2009	Police Forfeiture Fund	Professional Services	Streicher's	Holster	168.26
0	05/13/2009	General Fund	Vehicle Supplies	Fastenal Company Inc.	2009 Blanket PO for Vehicle Repairs	199.63
0	05/13/2009	General Fund	Vehicle Supplies	St. Joseph Equipment Inc.	2009 Blanket PO for Vehicle Repairs	61.99
0	05/13/2009	General Fund	Vehicle Supplies	St. Joseph Equipment Inc.	2009 Blanket PO for Vehicle Repairs	107.14
Check Total:						23,344.26
0	05/19/2009	License Center	Rental	Gaughan Properties	Rent-Motor Vehicle June 2009	2,500.00
0	05/19/2009	License Center	Rental	Gaughan Properties	Rent-Motor Vehicle June 2009	1,700.00
0	05/19/2009	North Suburban Access Corp	Miscellaneous Expense	North Suburban Access Corp	Remit Funds	289,178.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						293,378.00
0	05/21/2009	Recreation Fund	Professional Services	Carole Gernes	Preschool Program	45.00
0	05/21/2009	Recreation Fund	Professional Services	Caitlin Bean	Dance Instructor	24.00
0	05/21/2009	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	14.00
0	05/21/2009	Recreation Fund	Professional Services	Alaina Bean	Dance Instructor	26.00
0	05/21/2009	Recreation Fund	Printing	Roseville Area Schools	April School Flyers	485.50
0	05/21/2009	Recreation Fund	Printing	Roseville Area Schools	April School Flyers	679.70
0	05/21/2009	Singles Program	Professional Services	Eleanor Swenson	Singles Supplies Reimbursement	18.00
0	05/21/2009	Community Development	Training	Jan Rosemeyer	Mileage Reimbursement	5.94
0	05/21/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 5/19 Payroll	5,529.18
0	05/21/2009	Community Development	Conferences	Bryan Lloyd	Conference Expenses Reimbursement	58.32
0	05/21/2009	Community Development	Conferences		Mileage Reimbursement	72.60
0	05/21/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	235.51
0	05/21/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	83.79
0	05/21/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	166.15
0	05/21/2009	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for May 2009	80.00
0	05/21/2009	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association	Payroll Deduction for May 2009	1,276.84
0	05/21/2009	Recreation Fund	Transportation	Jeff Evenson	Mileage Reimbursement	232.65
0	05/21/2009	Recreation Fund	Professional Services	Stitchin Post	Logo Creation-Run for the Roses	60.00
0	05/21/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	248.58
0	05/21/2009	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Spring Maintenance Per Contract	833.00
0	05/21/2009	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Spring Maintenance Per Contract	268.75
0	05/21/2009	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Replaced Defective Cooling Fan	889.75
0	05/21/2009	Recreation Fund	Operating Supplies	North Heights Hardware Hank	Fasteners/Anchors/Nails	15.88
0	05/21/2009	Recreation Fund	Operating Supplies	North Heights Hardware Hank	Fasteners/Anchors/Nails, Valve	27.12
0	05/21/2009	General Fund	Contract Maintenance	Metro Garage Door Co, Inc.	Service Call	162.53
0	05/21/2009	General Fund	Use Tax Payable	Metro Garage Door Co, Inc.	Sales/Use Tax	-0.58
0	05/21/2009	Recreation Fund	Rental	Roseville Area Schools	Auditorium Rental	185.00
0	05/21/2009	Recreation Fund	Rental	Roseville Area Schools	Auditorium Rental	525.00
0	05/21/2009	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2009 Blanket PO for Vehicle Repairs	9.09
0	05/21/2009	General Fund	Use Tax Payable	McMaster-Carr Supply Co	Sales/Use Tax	-0.55
0	05/21/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	980.50
0	05/21/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	238.50
0	05/21/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	238.50
0	05/21/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	213.51
0	05/21/2009	General Fund	Professional Services	Jensen, Bell, Converse & Erick	Professional Services Through 4/30/09	11,489.70
0	05/21/2009	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	33,983.64
0	05/21/2009	General Fund	Contract Maint. - City Hall	Commercial Steam Team Inc	City Hall Carpet Cleaning	3,023.55
0	05/21/2009	Golf Course	Merchandise For Sale	Sysco Mn	Food for Resale	136.61
0	05/21/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	69.21
0	05/21/2009	Recreation Fund	Operating Supplies	Grainger Inc	Ballast	46.37
0	05/21/2009	Recreation Fund	Operating Supplies	Grainger Inc	Lamp	105.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	05/21/2009	General Fund	Op Supplies - City Hall	Grainger Inc	Axial Fan	39.01
0	05/21/2009	General Fund	Op Supplies - City Hall	Grainger Inc	Nitrile Gloves	14.41
0	05/21/2009	Recreation Fund	Operating Supplies	Grainger Inc	Channels, Washers, Screws	105.55
0	05/21/2009	General Fund	Operating Supplies City Garage	Eagle Clan Enterprises, Inc	Touchless Roll	348.26
0	05/21/2009	Recreation Fund	Contract Maintenance	Green View Inc.	Cleaning-Ice Arena	2,275.06
0	05/21/2009	Recreation Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-138.85
0	05/21/2009	General Fund	Contract Maint. - City Hall	Green View Inc.	Cleaning-Public Works	699.70
0	05/21/2009	General Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-42.70
0	05/21/2009	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2009 Blanket PO for Vehicle Repairs	15.53
0	05/21/2009	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2009 Blanket PO for Vehicle Repairs	29.10
0	05/21/2009	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2009 Blanket PO for Vehicle Repairs	58.79
0	05/21/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	32.85
0	05/21/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	46.96
0	05/21/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	457.73
0	05/21/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	72.04
0	05/21/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	73.08
0	05/21/2009	Recreation Fund	Office Supplies	Innovative Office Solutions	Office Supplies	-17.58
0	05/21/2009	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	36.00
0	05/21/2009	License Center	Office Supplies	Innovative Office Solutions	Office Supplies	203.54
Check Total:						67,090.61
0	05/27/2009	General Fund	Professional Services	Elizabeth Van Tassell	Clerical Work-Engineering Dept.	1,010.00
0	05/27/2009	Community Development	Training	Jan Rosemeyer	Computer Management Class	439.38
0	05/27/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	640.27
0	05/27/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	384.62
0	05/27/2009	License Center	Transportation	Jill Theisen	Mileage Reimbursement	191.95
0	05/27/2009	Telecommunications	Memberships & Subscriptions	North Suburban Access Corp	Jan-March Webstreaming	900.00
0	05/27/2009	Recreation Fund	Professional Services	SHI International Corp	Design Standard	1,337.64
0	05/27/2009	General Fund	Utilities	Xcel Energy	Civil Defense	66.01
0	05/27/2009	General Fund	Utilities	Xcel Energy	Fire #1	428.93
0	05/27/2009	Golf Course	Utilities	Xcel Energy	Golf	453.54
0	05/27/2009	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	7,103.28
0	05/27/2009	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	2,736.35
0	05/27/2009	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	2,471.09
0	05/27/2009	General Fund	Utilities	Xcel Energy	Fire #2	340.17
0	05/27/2009	Sanitary Sewer	Utilities	Xcel Energy	Sewer	840.46
0	05/27/2009	Recreation Fund	Utilities	Xcel Energy	Skating	10,485.75
0	05/27/2009	General Fund	Utilities	Xcel Energy	Street Light	790.21
0	05/27/2009	Storm Drainage	Utilities	Xcel Energy	Storm Water	52.40
0	05/27/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	1,487.57
0	05/27/2009	Water Fund	Utilities	Xcel Energy	Water	4,041.74
0	05/27/2009	General Fund	Utilities	Xcel Energy	Street Light	12,612.13
0	05/27/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	118.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	05/27/2009	Storm Drainage	Telephone	NEXTEL Communications	Cell Phones	176.56
0	05/27/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	11.50
0	05/27/2009	Sanitary Sewer	Telephone	NEXTEL Communications	Cell Phones	295.34
0	05/27/2009	Recreation Fund	Telephone	NEXTEL Communications	Cell Phones	92.28
0	05/27/2009	Recreation Fund	Telephone	NEXTEL Communications	Cell Phones	28.89
0	05/27/2009	P & R Contract Maintenance	Telephone	NEXTEL Communications	Cell Phones	113.10
0	05/27/2009	Golf Course	Telephone	NEXTEL Communications	Cell Phones	23.11
0	05/27/2009	Community Development	Telephone	NEXTEL Communications	Cell Phones	84.43
0	05/27/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	23.00
0	05/27/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	11.50
0	05/27/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	46.00
0	05/27/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	369.76
0	05/27/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	312.27
0	05/27/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	886.88
0	05/27/2009	Water Fund	Operating Supplies	Grainger Inc	Power Inverter, Pump	77.24
0	05/27/2009	Sanitary Sewer	Operating Supplies	Grainger Inc	Power Inverter, Pump	51.63
0	05/27/2009	Sanitary Sewer	Operating Supplies	Grainger Inc	Credit	-51.81
0	05/27/2009	Sanitary Sewer	Operating Supplies	Grainger Inc	Hex Key Set	7.61
Check Total:						51,491.41
55165	05/13/2009	Recreation Fund	Professional Services	Americana Fireworks Display Co	Fireworks Displan-July 4th	6,000.00
55165	05/13/2009	Recreation Donations	Operating Supplies	Americana Fireworks Display Co	Fireworks Displan-July 4th	4,800.00
Check Total:						10,800.00
55166	05/13/2009	Solid Waste Recycle	Professional Services	Asset Recovery Corporation	Asset Management Services	251.91
Check Total:						251.91
55167	05/13/2009	Solid Waste Recycle	Conferences	Association of Recyling Manage	Conference-Pratt	20.00
Check Total:						20.00
55168	05/13/2009	General Fund	Contract Maintenance	Atlantic Signal LLC	Non-Warranty Service	55.00
Check Total:						55.00
55169	05/13/2009	General Fund	Training	BCA/Training & Investigative S	Crime Prevention Class-Mahmud	10.00
Check Total:						10.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55170	05/13/2009	Boulevard Landscaping	Operating Supplies	Central Power Distributors Inc	Platinum Blade	131.09
					Check Total:	131.09
55171	05/13/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	359.20
					Check Total:	359.20
55172	05/13/2009	General Fund	Medical Services	ChoicePoint Services, Inc.	Record Searches	800.00
					Check Total:	800.00
55173	05/13/2009	General Fund	Training	City of Blaine	FMLA & ADA Managers Training	44.11
					Check Total:	44.11
55174	05/13/2009	General Fund	Vehicle Supplies	First Call	Latex Gloves	28.93
55174	05/13/2009	General Fund	Op Supplies - City Hall	First Call	Latex Gloves	28.94
55174	05/13/2009	General Fund	Vehicle Supplies	First Call	Credit	-51.44
					Check Total:	6.43
55175	05/13/2009	General Fund	Training	Hennepin Chief's Association	Recorded Interview Training	125.00
					Check Total:	125.00
55176	05/13/2009	Information Technology	Operating Supplies	Hewlett-Packard Company	Cables	255.60
55176	05/13/2009	Information Technology	Operating Supplies	Hewlett-Packard Company	Cables	112.89
					Check Total:	368.49
55177	05/13/2009	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copier Charges	2,550.04
55177	05/13/2009	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copier Charges	123.00
					Check Total:	2,673.04
55178	05/13/2009	General Fund	Contract Maint. - City Hall	Life Safety Systems	Emergency Service Call	450.00
55178	05/13/2009	General Fund	Contract Maint. - City Hall	Life Safety Systems	Annual Monitoring Charge	346.13
					Check Total:	796.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55179	05/13/2009	Police - DWI Enforcement	Professional Services	Mid America Auction	Forfeited Vehicle Storage	75.00
Check Total:						75.00
55180	05/13/2009	Recreation Fund	Professional Services	Michael Miller/ISN	196 Games Adult Softball Umpires	4,639.00
Check Total:						4,639.00
55181	05/13/2009	Community Development	Building Surcharge	MN Dept of Labor & Industry	Building Permit Surcharges	1,137.43
55181	05/13/2009	Community Development	Miscellaneous Revenue	MN Dept of Labor & Industry	Building Permit Surcharges-Retention	-25.00
Check Total:						1,112.43
55182	05/13/2009	General Fund	Operating Supplies	National Notary Association	Membership Dues-Rubey	52.00
Check Total:						52.00
55183	05/13/2009	General Fund	Contract Maint. - City Hall	Nitti Sanitation Inc.	Regular Service	153.00
55183	05/13/2009	General Fund	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	88.40
55183	05/13/2009	General Fund	Contract Maint. - City Garage	Nitti Sanitation Inc.	Regular Service	275.40
55183	05/13/2009	General Fund	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	54.40
55183	05/13/2009	Golf Course	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	108.80
55183	05/13/2009	Recreation Fund	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	224.40
55183	05/13/2009	P & R Contract Maintenance	Contract Maintenance	Nitti Sanitation Inc.	Regular Service	516.80
Check Total:						1,421.20
55184	05/13/2009	General Fund	211403 - Day Care Expense Ded.	Nick Picha	Dependent Care Reimbursement	184.62
Check Total:						184.62
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	294.38
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	171.51
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	85.75
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	177.54
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	369.12
55185	05/13/2009	Telephone	Telephone	Qwest	Telephone Service	198.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						3,852.90
55186	05/13/2009	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service	13,232.58
Check Total:						13,232.58
55187	05/13/2009	General Fund	Vehicle Supplies	Scharber & Sons	Bearing	40.47
Check Total:						40.47
55188	05/13/2009	Water Fund	Telephone	Sprint	Cell Phones	43.33
55188	05/13/2009	P & R Contract Maintenance	Temporary Employees	Sprint	Cell Phones	43.33
55188	05/13/2009	Information Technology	Telephone	Sprint	Cell Phones	173.32
Check Total:						259.98
55189	05/13/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	293.25
55189	05/13/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	9.58
55189	05/13/2009	Housing & Redevelopment	Professional Services	Sheila Stowell	Housing Authority Meeting Minutes	103.50
55189	05/13/2009	Housing & Redevelopment	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
55189	05/13/2009	Community Development	Professional Services	Sheila Stowell	Variance Board Meeting Minutes	178.25
55189	05/13/2009	Community Development	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
Check Total:						594.16
55190	05/13/2009	General Fund	Vehicle Supplies	Suburban Ace Hardware	Valve, Bushing	14.67
55190	05/13/2009	General Fund	Vehicle Supplies	Suburban Ace Hardware	Filters	27.66
Check Total:						42.33
55191	05/13/2009	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Oxygen	95.89
55191	05/13/2009	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Industrial Cyls	19.08
Check Total:						114.97
55192	05/13/2009	General Fund	Vehicle Supplies	Truck Bodies & Equip. Intl. In	Seal Kit	11.79
Check Total:						11.79
55193	05/13/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.74
55193	05/13/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	122.48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55193	05/13/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	90.74
55193	05/13/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	122.48
55193	05/13/2009	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing	122.76
Check Total:						549.20
55194	05/13/2009	General Fund	Clothing	Uniforms Unlimited, Inc.	D-Rings	13.79
Check Total:						13.79
55195	05/13/2009	General Fund	Training	Upper Midwest Community Polici	Understanding Terrorism-Wahtera	49.00
Check Total:						49.00
55196	05/13/2009	General Fund	Operating Supplies	Verizon Wireless	Wireless Charges	71.34
Check Total:						71.34
55197	05/21/2009	Recreation Fund	Professional Services	AARP	Driving Instructor-May 4, 2009	250.00
Check Total:						250.00
55198	05/21/2009	Recreation Fund	Professional Services	AARP	AARP Driving Instructor	352.00
Check Total:						352.00
55199	05/21/2009	Information Technology	Contract Maintenance	Access Communications Inc	Fiber Attachment	190.05
Check Total:						190.05
55200	05/21/2009	Grass Lake Water Mgmt. Org	Professional Services	Deanne Allen	GLWMO Meeting Minutes	150.00
Check Total:						150.00
55201	05/21/2009	General Fund	Operating Supplies	Aspen Mills Inc.	Audio Tube	51.65
Check Total:						51.65
55202	05/21/2009	Recreation Fund	Professional Services	Angela Benes	Tap for Seniors Instructor-March/April 0	240.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						240.00
55203	05/21/2009	Recreation Fund	Operating Supplies	Best Access Systems, Inc.	Keys for HANC	26.48
Check Total:						26.48
55204	05/21/2009	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	Window Cleaning-License Center	29.00
Check Total:						29.00
55205	05/21/2009	Recreation Fund	Fee Program Revenue	Builders Association of Twin C	Shelter Rental Refund	131.06
55205	05/21/2009	Recreation Fund	Fee Program Revenue	Builders Association of Twin C	Shelter Rental Refund	15.00
55205	05/21/2009	Recreation Fund	Fee Program Revenue	Builders Association of Twin C	Shelter Rental Refund	144.00
55205	05/21/2009	Recreation Fund	Sales Tax Payable	Builders Association of Twin C	Shelter Rental Refund	20.66
Check Total:						310.72
55206	05/21/2009	Boulevard Landscaping	Operating Supplies	Central Landscape Supply	Gloves, Lopper, Spreader	74.93
Check Total:						74.93
55207	05/21/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	460.10
Check Total:						460.10
55208	05/21/2009	Sanitary Sewer	Contract Maintenance	City of Shoreview	Lift Station Maintenance	1,852.00
Check Total:						1,852.00
55209	05/21/2009	General Fund	Vehicle Supplies	Clarcy's Safety Equipment Inc	Handrail	86.36
Check Total:						86.36
55210	05/21/2009	Recreation Fund	Professional Services	Michelle Colbert	Novice Speedskating Coach	160.00
Check Total:						160.00
55211	05/21/2009	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Rsvl Youth Hockey-April Bingo Billin	2,007.18

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						2,007.18
55212	05/21/2009	T.I.F. District # 15 (Allen)	TIF Payment	Dahlen, Dwyer & Foley Inc.	Professional Services-TIF Payment	30,500.00
Check Total:						30,500.00
55213	05/21/2009	General Fund	Vehicle Supplies	Glacier Technology, Inc.	p/n 708507	458.82
Check Total:						458.82
55214	05/21/2009	Water Fund	Accounts Payable	GREATER MPLS HOUSING CORP	Refund check	36.74
Check Total:						36.74
55215	05/21/2009	Recreation Fund	Operating Supplies	Groth Music, Inc.	Sheet Music	59.38
55215	05/21/2009	Recreation Fund	Use Tax Payable	Groth Music, Inc.	Sales/Use Tax	-3.62
55215	05/21/2009	Recreation Fund	Operating Supplies	Groth Music, Inc.	Bass & Timpani Mallets, Valve Oil	248.73
55215	05/21/2009	Recreation Fund	Use Tax Payable	Groth Music, Inc.	Sales/Use Tax	-15.18
Check Total:						289.31
55216	05/21/2009	General Fund	Contract Maintenance Vehicles	Harmon Auto Glass	2009 Blanket PO for Vehicle Repairs	218.77
Check Total:						218.77
55217	05/21/2009	General Fund	Motor Fuel	Hartland Fuels	2009 Blanket PO for Fuel	7,457.21
55217	05/21/2009	General Fund	Motor Fuel	Hartland Fuels	2009 Blanket PO for Fuel	14,776.89
Check Total:						22,234.10
55218	05/21/2009	General Fund	Vehicle Supplies	HealthEast Transportation	Vehicle Conversion	247.72
55218	05/21/2009	General Fund	Vehicle Supplies	HealthEast Transportation	Vehicle Conversion	62.15
55218	05/21/2009	General Fund	Vehicle Supplies	HealthEast Transportation	Vehicle Conversion	84.16
55218	05/21/2009	General Fund	Vehicle Supplies	HealthEast Transportation	Vehicle Conversion	10.73
Check Total:						404.76
55219	05/21/2009	General Fund	Training	Hennepin Chief's Association	Basic Investigations Class	75.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						75.00
55220	05/21/2009	Water Fund	Accounts Payable	DERRY HIRSCH	Refund check	8.48
Check Total:						8.48
55221	05/21/2009	Water Fund	Accounts Payable	ANTHONY HOGBERG	Refund check	22.88
Check Total:						22.88
55222	05/21/2009	Water Fund	Accounts Payable	Dale Howey	Water Bill Refund-Orig Check # 45201	55.37
Check Total:						55.37
55223	05/21/2009	Recreation Fund	Operating Supplies	Ice Skating Institute	Patches	131.37
55223	05/21/2009	Recreation Fund	Use Tax Payable	Ice Skating Institute	Sales/Use Tax	-8.01
Check Total:						123.36
55224	05/21/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	401 a William Malinen-Employer Portion	309.50
Check Total:						309.50
55225	05/21/2009	Telephone	Telephone	Integra Telecom	Telephone Service	149.48
Check Total:						149.48
55226	05/21/2009	General Fund	Professional Services	ISS Facility Services-Minneapo	Facilities Cleaning	4,076.52
55226	05/21/2009	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapo	Facilities Cleaning	795.43
55226	05/21/2009	General Fund	Professional Services	ISS Facility Services-Minneapo	Facilities Cleaning	397.71
55226	05/21/2009	Recreation Fund	Contract Maintenance	ISS Facility Services-Minneapo	Facilities Cleaning	596.57
55226	05/21/2009	License Center	Professional Services	ISS Facility Services-Minneapo	Facilities Cleaning	497.14
Check Total:						6,363.37
55227	05/21/2009	Recreation Fund	Professional Services	B. Patricia Jemie	Stretch & Strengthen Inst. April/May 09	108.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						108.00
55228	05/21/2009	Recreation Fund	Fee Program Revenue	Frankie Johnson	Slow Pitch Softball Refund	41.00
55228	05/21/2009	Recreation Fund	Fee Program Revenue	Frankie Johnson	Slow Pitch Softball Refund	8.00
55228	05/21/2009	Recreation Fund	Fee Program Revenue	Frankie Johnson	Slow Pitch Softball Refund	8.00
Check Total:						57.00
55229	05/21/2009	Recreation Fund	Professional Services	Susan Kaepfel	Novice Speedskating Program Coach	50.00
Check Total:						50.00
55230	05/21/2009	Recreation Fund	Fee Program Revenue	Ken Kathman	Slow Pitch Softball Refund	41.00
55230	05/21/2009	Recreation Fund	Fee Program Revenue	Ken Kathman	Slow Pitch Softball Refund	8.00
55230	05/21/2009	Recreation Fund	Fee Program Revenue	Ken Kathman	Slow Pitch Softball Refund	8.00
Check Total:						57.00
55231	05/21/2009	Golf Course	Day League Registration	Lee Koleski	Overpayment Refund	16.00
Check Total:						16.00
55232	05/21/2009	Golf Course	Evening League Registration	Cathy Kray	Golf League Refund	147.96
Check Total:						147.96
55233	05/21/2009	Recreation Fund	Transportation	Rachel Kruzel	Mileage Reimbursement	31.90
Check Total:						31.90
55234	05/21/2009	Recreation Fund	Professional Services	Alexandra Lacey	Women's Bike Repair Class	25.00
Check Total:						25.00
55235	05/21/2009	General Fund	211200 - Financial Support	Kevin W. Landberg	Case # 27-CV-09-4237	431.15
Check Total:						431.15
55236	05/21/2009	General Fund	Vehicle Supplies	Liberty Tire Recycling, LLC	Tire Recycling	112.68

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						112.68
55237	05/21/2009	General Fund	Contract Maint. - City Garage	Life Safety Systems	Emergency Service Call	140.00
Check Total:						140.00
55238	05/21/2009	Sanitary Sewer	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing, utility sta	121.64
55238	05/21/2009	Water Fund	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing, utility sta	121.63
55238	05/21/2009	Storm Drainage	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing, utility sta	121.63
55238	05/21/2009	Community Development	Printing	Lone Oak Companies, Inc.	Folding, inserting, mailing, utility sta	82.00
Check Total:						446.90
55239	05/21/2009	Sanitary Sewer	Accounts Payable	HELEN MACK	Refund check	16.62
55239	05/21/2009	Water Fund	Accounts Payable	HELEN MACK	Refund check	14.97
Check Total:						31.59
55240	05/21/2009	Recreation Fund	Fee Program Revenue	Margaret Madden-Olson	Slow Pitch Softball Refund	41.00
55240	05/21/2009	Recreation Fund	Fee Program Revenue	Margaret Madden-Olson	Slow Pitch Softball Refund	8.00
Check Total:						49.00
55241	05/21/2009	Recreation Fund	Professional Services	Steven Manthis	Golf Instructor	120.00
Check Total:						120.00
55242	05/21/2009	Recreation Fund	Professional Services	David Martin	Tennis Instructor	91.87
Check Total:						91.87
55243	05/21/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	591.82
Check Total:						591.82
55244	05/21/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	121.63
Check Total:						121.63
55245	05/21/2009	Community Development	Zonning	Jonathan Miner	Rezoning Application Fee Refund	600.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	600.00
55246	05/21/2009	Recreation Fund	Professional Services	Megan Miner	Assistant Dance Instructor	96.00
					Check Total:	96.00
55247	05/21/2009	Recreation Fund	Operating Supplies	Minnesota Recreation & Park As	Basketball State Berths	750.00
					Check Total:	750.00
55248	05/21/2009	General Fund	Professional Services	MMKR	Progress Billing for 2008 Audit	7,500.00
					Check Total:	7,500.00
55249	05/21/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Payroll Deduction for 5/19 Payroll	587.50
					Check Total:	587.50
55250	05/21/2009	Street Construction	Contractors Payments	Mogren Landscape Supply	Black Dirt	57.51
					Check Total:	57.51
55251	05/21/2009	Recreation Fund	Operating Supplies	Muska Lighting Center	CF105	39.28
					Check Total:	39.28
55252	05/21/2009	Information Technology	Contract Maintenance	Nardini Fire Equipment Co, Inc	Engine Service	373.25
					Check Total:	373.25
55253	05/21/2009	General Fund	Operating Supplies	Newman Traffic Signs, Inc.	Blanket PO Street Signs 2009	817.66
					Check Total:	817.66
55254	05/21/2009	Solid Waste Recycle	Merchandise for Sale	Norseman Plastics Limited	Kitchen Compost Pails for Resale	581.49
55254	05/21/2009	Solid Waste Recycle	Furniture & Fixtures	Norseman Plastics Limited	Shipping Charges for Rain Barrel	100.00
					Check Total:	681.49
55255	05/21/2009	General Fund	Animal Licenses	Barb Obeda	Refund of Dog License-Returned Dog	10.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						10.00
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	71.20
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	71.20
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	71.20
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	62.99
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	153.90
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	37.58
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	17.35
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	7.23
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	98.90
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	37.58
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	34.69
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	7.23
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	1.45
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	11.57
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	37.58
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	1.45
55256	05/21/2009	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	56.98
55256	05/21/2009	Recreation Fund	Rental	On Site Sanitation, Inc.	Regular Service	1.45
55256	05/21/2009	Golf Course	Contract Maintenance	On Site Sanitation, Inc.	Regular Service	34.69
Check Total:						816.22
55257	05/21/2009	General Fund	Street Patching	Pete's Water and Sewer	Street Curb Permit Fee Refund	600.00
Check Total:						600.00
55258	05/21/2009	Recreation Fund	Operating Supplies	Precision Forms	Paper for Rosefest Flyer	144.03
Check Total:						144.03
55259	05/21/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	50.19
55259	05/21/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	79.09
55259	05/21/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	186.49
55259	05/21/2009	Telephone	Telephone	Qwest	Telephone Service	359.04
55259	05/21/2009	Telephone	Telephone	Qwest	Telephone Service	38.59
55259	05/21/2009	Telephone	Telephone	Qwest	Telephone Service	100.94
55259	05/21/2009	Telephone	Falcon Hghts Telephone	Qwest	Telephone Service	70.74
Check Total:						885.08

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55260	05/21/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case # CV074555	368.03
					Check Total:	368.03
55261	05/21/2009	Recreation Fund	Fec Program Revenue	Peter Salmon	Boys Youth Lacrosse Refund	152.00
					Check Total:	152.00
55262	05/21/2009	General Fund	Operating Supplies	Sam's Club	Cleaning Supplies	296.46
					Check Total:	296.46
55263	05/21/2009	Recreation Fund	Fee Program Revenue	John Sorbel	Summer Spectacular Refund	112.00
					Check Total:	112.00
55264	05/21/2009	General Fund	Telephone	Sprint	Cell Phones	36.66
55264	05/21/2009	General Fund	Telephone	Sprint	Cell Phones	104.54
55264	05/21/2009	Information Technology	Telephone	Sprint	Cell Phones	463.94
55264	05/21/2009	Recreation Fund	Telephone	Sprint	Cell Phones	69.55
55264	05/21/2009	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	34.78
55264	05/21/2009	General Fund	Telephone	Sprint	Cell Phones	34.99
55264	05/21/2009	Community Development	Telephone	Sprint	Cell Phones	36.86
55264	05/21/2009	General Fund	Contract Maintenance	Sprint	Cell Phones	279.92
55264	05/21/2009	General Fund	Contract Maintenance	Sprint	Cell Phones	421.79
					Check Total:	1,483.03
55265	05/21/2009	General Fund	Operating Supplies	Staples Business Advantage	Black HP	245.73
					Check Total:	245.73
55266	05/21/2009	General Fund	Professional Services	Sheila Stowell	Human Rights Commission Mtg Minutes	126.50
55266	05/21/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
55266	05/21/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	333.50
55266	05/21/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	9.58
					Check Total:	474.37
55267	05/21/2009	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2009 Blanket PO for Vehicle Repairs	579.36

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						579.36
55268	05/21/2009	Golf Course	Vehicle Supplies	Superior Tech Products	50# Bags of GG	430.26
Check Total:						430.26
55269	05/21/2009	Community Development	Professional Services	TMR Quality Lawn Service	Lawn Service-2668 N Lexington	74.55
Check Total:						74.55
55270	05/21/2009	Water Fund	Accounts Payable	MIKE TRACEY	Refund check	54.50
Check Total:						54.50
55271	05/21/2009	General Fund	Vehicle Supplies	Tri State Bobcat	2009 Blanket PO for Vehicle Repairs	533.65
55271	05/21/2009	General Fund	Vehicle Supplies	Tri State Bobcat	2009 Blanket PO for Vehicle Repairs	43.47
Check Total:						577.12
55272	05/21/2009	General Fund	Contract Maint. - City Garage	Trugreen L.P.	Weed Control Application	91.59
55272	05/21/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	323.76
55272	05/21/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	154.43
55272	05/21/2009	General Fund	Contract Maint. - City Hall	Trugreen L.P.	Weed Control Application	252.41
Check Total:						822.19
55273	05/21/2009	Recreation Fund	Daily Skating	Stephen Trynoski	Speedskating Instructor	250.00
Check Total:						250.00
55274	05/21/2009	Recreation Fund	Contract Maintenance	United Rentals Northwest, Inc.	Rotary Hammer	73.81
Check Total:						73.81
55275	05/21/2009	Recreation Fund	Building Rental	Kathy Vang	Damage Deposit Refund	400.00
Check Total:						400.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55276	05/21/2009	Recreation Fund	Operating Supplies	The Vernon Company	Rosefest Buttons	517.45
					Check Total:	517.45
55277	05/21/2009	Recreation Fund	Professional Services	Youth Lacrosse of Minnesota	5/6 Lacrosse Team Fee	125.00
					Check Total:	125.00
55278	05/21/2009	Recreation Fund	Fee Program Revenue	Jennifer Zaffran	Slow Pitch Softball Refund	41.00
55278	05/21/2009	Recreation Fund	Fee Program Revenue	Jennifer Zaffran	Slow Pitch Softball Refund	8.00
					Check Total:	49.00
55279	05/21/2009	General Fund	Vehicle Supplies	Zep Manufacturing Co	Brake Wash	106.50
55279	05/21/2009	General Fund	Use Tax Payable	Zep Manufacturing Co	Sales/Use Tax	-6.50
					Check Total:	100.00
55280	05/27/2009	General Fund	Clothing	Aspen Mills Inc.	Patches Sewn on Shirts	12.00
55280	05/27/2009	General Fund	Clothing	Aspen Mills Inc.	Jacket	41.70
55280	05/27/2009	General Fund	Clothing	Aspen Mills Inc.	Jackets, Patches Sewn On	83.40
55280	05/27/2009	General Fund	Clothing	Aspen Mills Inc.	Jackets, Patches Sewn On	125.10
					Check Total:	262.20
55281	05/27/2009	General Fund	Operating Supplies	Bituminous Roadways Inc	2009 Blanket PO for LVWE45030B, LVNW3500	205.73
					Check Total:	205.73
55282	05/27/2009	General Fund	Vehicle Supplies	Boyer Sterling Trucks Inc	2009 Blanket PO for Vehicle Repairs	786.70
55282	05/27/2009	General Fund	Vehicle Supplies	Boyer Sterling Trucks Inc	Credit	-100.74
					Check Total:	685.96
55283	05/27/2009	Info Tech/Contract Cities	North St. Paul Computer Equip	CDW Government, Inc.	Cisco Direct	274.36
					Check Total:	274.36
55284	05/27/2009	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Midway Speedskating-April Bingo Billing	1,905.12

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						1,905.12
55285	05/27/2009	Information Technology	Computer Equipment	Hewlett-Packard Company	LCD Monitor	1,011.75
Check Total:						1,011.75
55286	05/27/2009	General Fund	Operating Supplies	Highway Technologies, Inc.	Vests	50.00
55286	05/27/2009	Storm Drainage	Operating Supplies	Highway Technologies, Inc.	Vests	115.01
55286	05/27/2009	Boulevard Landscaping	Operating Supplies	Highway Technologies, Inc.	Vests	50.00
Check Total:						215.01
55287	05/27/2009	Recreation Fund	Memberships & Subscriptions	Ice Skating Institute	Skating School Director Membership	45.00
Check Total:						45.00
55288	05/27/2009	Telephone	Telephone	Integra Telecom	Telephone Service-Acct 641624	113.98
Check Total:						113.98
55289	05/27/2009	Sanitary Sewer	Professional Services	Jeff's S.O.S. Drain Cleaning,	Video Inspection of Sewer Line	225.00
Check Total:						225.00
55290	05/27/2009	Water Fund	Operating Supplies	Johnstone Diamond Products, In	Concrete, Bricks	297.07
55290	05/27/2009	Water Fund	Use Tax Payable	Johnstone Diamond Products, In	Sales/Use Tax	-18.07
Check Total:						279.00
55291	05/27/2009	Recreation Fund	Professional Services	Lillie Suburban Newspaper Inc	Camp Guide	91.80
55291	05/27/2009	Community Development	Advertising	Lillie Suburban Newspaper Inc	Plan Notice	13.50
Check Total:						105.30
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	2,133.75
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	3,468.33
55292	05/27/2009	Information Technology	Employer Insurance	Medica	Health Insurance Premium for June 2009	2,614.99

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	782.66
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	22,690.45
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	2,712.00
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	1,223.33
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	1,194.99
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	1,775.99
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	5,078.33
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	825.00
55292	05/27/2009	Telecommunications	Employer Insurance	Medica	Health Insurance Premium for June 2009	1,062.00
55292	05/27/2009	Recreation Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	3,877.33
55292	05/27/2009	Recreation Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	398.33
55292	05/27/2009	P & R Contract Maintenance	Employer Insurance	Medica	Health Insurance Premium for June 2009	3,391.99
55292	05/27/2009	Recreation Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	3,352.32
55292	05/27/2009	General Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	959.33
55292	05/27/2009	Community Development	Employer Insurance	Medica	Health Insurance Premium for June 2009	1,818.33
55292	05/27/2009	Community Development	Employer Insurance	Medica	Health Insurance Premium for June 2009	398.33
55292	05/27/2009	Community Development	Employer Insurance	Medica	Health Insurance Premium for June 2009	595.00
55292	05/27/2009	Community Development	Employer Insurance	Medica	Health Insurance Premium for June 2009	384.33
55292	05/27/2009	License Center	Employer Insurance	Medica	Health Insurance Premium for June 2009	4,742.66
55292	05/27/2009	Sanitary Sewer	Employer Insurance	Medica	Health Insurance Premium for June 2009	595.00
55292	05/27/2009	Water Fund	Employer Insurance	Medica	Health Insurance Premium for June 2009	993.33
55292	05/27/2009	Golf Course	Employer Insurance	Medica	Health Insurance Premium for June 2009	805.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55292	05/27/2009	Storm Drainage	Employer Insurance	Medica	Health Insurance Premium for June 2009	-14.00
55292	05/27/2009	General Fund	211402 - HCMA - Medical Exp.	Medica	Cobra	8,888.03
55292	05/27/2009	General Fund	211400 - HCMA Insurance Ded.	Medica	Employee Portion	18,073.23
Check Total:						94,820.36
55293	05/27/2009	General Fund	Op Supplies - City Hall	MIDC Enterprises	City Hall Irrigation Repairs	140.88
Check Total:						140.88
55294	05/27/2009	General Fund	MN State Retirement	MN State Retirement System	Payroll Deduction for 5/19 Payroll	4,205.60
Check Total:						4,205.60
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	803.88
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	264.57
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	252.31
55295	05/27/2009	P & R Contract Maintenance	Employer Insurance	Premier Bank	HSA	213.69
55295	05/27/2009	License Center	Employer Insurance	Premier Bank	HSA	201.44
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	150.57
55295	05/27/2009	Recreation Fund	Employer Insurance	Premier Bank	HSA	120.03
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	81.41
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	81.41
55295	05/27/2009	Community Development	Employer Insurance	Premier Bank	HSA	81.41
55295	05/27/2009	Water Fund	Employer Insurance	Premier Bank	HSA	81.41
55295	05/27/2009	Information Technology	Employer Insurance	Premier Bank	HSA	69.16
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	69.16
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	50.87
55295	05/27/2009	General Fund	Employer Insurance	Premier Bank	HSA	50.87
55295	05/27/2009	Community Development	Employer Insurance	Premier Bank	HSA	50.87
55295	05/27/2009	General Fund	211402 - HCMA - Medical Exp.	Premier Bank	HSA	1,093.34
55295	05/27/2009	Community Development	Employer Insurance	Premier Bank	HSA	69.16
Check Total:						3,785.56
55296	05/27/2009	Telephone	Telephone	Qwest Communications	Telephone	152.83
Check Total:						152.83
55297	05/27/2009	Storm Drainage	Contract Maintenance	Ron Kassa Construction, Inc.	Remove and replace concrete curb ~ Storm	2,079.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
55297	05/27/2009	Pathway Maintenance Fund	Operating Supplies	Ron Kassa Construction, Inc.	Remove and replace concrete curb ~ Pathw	473.40
55297	05/27/2009	Water Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Remove and replace concrete curb ~ Water	1,224.37
55297	05/27/2009	General Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Remove and replace concrete curb ~ Stree	854.70
Check Total:						4,632.00
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	110.74
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	151.62
55298	05/27/2009	Information Technology	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	181.49
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	99.87
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	75.37
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	98.23
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	1,286.85
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	183.67
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	256.32
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	200.36
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	49.04
55298	05/27/2009	Telecommunications	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	29.87
55298	05/27/2009	Solid Waste Recycle	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	29.87
55298	05/27/2009	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	187.29
55298	05/27/2009	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	26.99
55298	05/27/2009	P & R Contract Maintenance	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	171.48
55298	05/27/2009	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	150.05
55298	05/27/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	58.90
55298	05/27/2009	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	165.33
55298	05/27/2009	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	66.25
55298	05/27/2009	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	57.55
55298	05/27/2009	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	25.49
55298	05/27/2009	License Center	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	258.09
55298	05/27/2009	Sanitary Sewer	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	97.50
55298	05/27/2009	Water Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	112.97
55298	05/27/2009	Golf Course	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	31.60
55298	05/27/2009	Golf Course	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	28.08
55298	05/27/2009	Storm Drainage	Employer Insurance	Standard Insurance Company	Life Insurance Premium for June 2009	21.15
55298	05/27/2009	General Fund	210500 - Ramsey Co. Life Ins.	Standard Insurance Company	Life Insurance Premium for June 2009	1,913.45
Check Total:						6,125.47
55299	05/27/2009	TIF District #17-Twin Lakes DEED Grant		State of Minnesota	Contamination Cleanup Grant Reimburs.	20,037.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						20,037.50
55300	05/27/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	176.79
55300	05/27/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	146.97
55300	05/27/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	77.75
55300	05/27/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	99.05
55300	05/27/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	112.89
55300	05/27/2009	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2009 Blanket PO for R.O.W. Weed Control	67.10
Check Total:						680.55
55301	05/27/2009	Information Technology	Telephone	XO Communications Inc.	Telephone Service	4,832.70
Check Total:						4,832.70
55302	06/01/2009	Sanitary Sewer	Postage	Lone Oak Companies, Inc.	Postage for Section #002 & #222	436.51
55302	06/01/2009	Water Fund	Postage	Lone Oak Companies, Inc.	Postage for Section #002 & #222	436.51
55302	06/01/2009	Storm Drainage	Postage	Lone Oak Companies, Inc.	Postage for Section #002 & #222	436.50
Check Total:						1,309.52
Report Total:						726,238.13

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06-08-09

Item No.: 7.b

Department Approval

Christopher L. Miller

City Manager Approval

W. J. Mahinen

Item Description: Approval of 2009 Business Licenses

BACKGROUND

Chapter 301 of the City Code requires all applications for business licenses to be submitted to the City Council for approval. The following application(s) is (are) submitted for consideration

Gasoline Station License

Murphy Petro
Dba B-Dale Shell
2164 N Dale St
Roseville, MN 55113

Gasoline Station License

Cigarette/Tobacco Products License

Kath Fuel Oil Service
DBA Gas Plus 12
1583 W County Rd C
Roseville MN 55113

Cigarette/Tobacco Products License

Chuchao Liquor
700 W County Road B
Roseville MN 55113

Gasoline Station License

Ryder Truck Rental
2580 Long Lake Road
Roseville MN 55113

Massage Therapy Establishment

J C Penney Corp
1700 W County Road B-2
Roseville MN 55113

Massage Therapy Establishment

Heart to Hands Myofascial Massage

1315 Larpenteur Ave W

Roseville MN 55113

Massage Therapist

Sarah McMahon

At Heart to Hands Myofascial Massage

1315 Larpenteur Ave W

Roseville MN 55113

Massage Therapist

Rachel Zubrzycki

At Scerene Body Therapy

1629 W County Road C

Roseville MN 55113

Massage Therapy Establishment

Massage Therapy Land Inc.

10 Rosedale Center

Roseville MN 55113

Massage Therapist

Haiping Sun

At Massage Therapy Land Inc.

10 Rosedale Center

Roseville MN 55113

Amusement Device

Namco Cyberainment

At Fuddruckers

2740 N Snelling Ave

Roseville MN 55113

Veterinary Hospital

Roseville Animal Hospital

2630 N Snelling Curve

Roseville MN 55113

Veterinarian Examination & Inoculation Center

Petco #602

2575 N Fairview Ave

Roseville MN 55113

Gasoline Station License

Cigarette/Tobacco Products License

HARK'S Co.

4 DbA Roseville Winner
12 2163 N Snelling Ave
13 Roseville MN 55113
14
15 Gasoline Station License
16 Cigarette/Tobacco Products License
17 Jade Inc.
18 DbA Rosedale BP
19 2441 N Fairview Ave.
20 Roseville MN 55113
21
22 Cigarette/Tobacco Products License
23 Rainbow Foods #8802
24 1201 Larpenteur Ave W.
25 Roseville MN 55113
26
27 Gasoline Station License
28 Cigarette/Tobacco Products License
29 S&Z Inc-I
30 DbA Tri-City BP
31 3110 Cleveland Ave N.
32 Roseville MN 55113
33
34 Massage Therapy Establishment
35 Wright Touch Therapies
36 2233 N Hamline Suite 125
37 Roseville, MN 55113
38
39 Solid Waste Hauler
40 Garbage Man Inc.
41 401 Ave South #200
42 Hopkins, MN 55343
43
44 Pool Billiards
45 Amusement Device
46 M.T. Restaurants Inc.
47 DbA Joe Senser's Sports Grill and Bar
48 2350 Cleveland Ave
49 Roseville MN 55113
50
51 Cigarette/Tobacco Products License
52 Cub Foods Har Mar #31334
53 2100 N Snelling Ave
54 Roseville MN 55113
55
56 Theater
57 AMC Theatres Rosedale 14
58 850 Rosedale Center

Roseville MN 55113

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

The correct fees were paid to the City at the time the application(s) were made.

STAFF RECOMMENDATION

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements.

REQUESTED COUNCIL ACTION

Motion to approve the business license application(s) as submitted.

Prepared by: Chris Miller, Finance Director

Attachments: A: Applications



City of Roseville

Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Gasoline Station License Application

Business Name Murphy Petro d.b.a. B-Dale Shell
Business Address 2164 N. Dale St. Roseville MN 55113
Business Phone 651-487-7931

Email Address _____

Person to Contact in Regard to Business License:

Name Matt Murphy

Address _____

Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Gasoline Station	\$130.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statute #176.182.

Signature [Signature]
Date 5-18-09

A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Gasoline Station License Application

Business Name GAS PLUS #12
Business Address 1583 W. County Rd C, Roseville 55113
Business Phone (651) 633-2119 store - (651) 484-3325 office
Email Address _____

Person to Contact in Regard to Business License:

Name Tammy Dayton
Address Kath Fuel Oil Service Co.
3096 Rice Street
Phone Little Canada, MN 55113

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required

Gasoline Station

Fee

\$130.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statute #176.182.

Signature _____

Date _____

[Signature]
4/30/09

A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Cigarette/Tobacco Products License Application

Business Name GAS PLUS #12
Business Address 1583 W. County Rd C, Roseville, MN 55113
Business Phone (651) 6332119 Station - office (651) 4843325
Email Address _____

Person to Contact in Regard to Business License:

Name Tammy Dayton
Address Kath Fuel Oil Service Co.
3096 Rice Street
Phone Little Canada, MN 55113

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Cigarette/Tobacco Products	\$100.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature [Signature]
Date 4/30/09

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Cigarette/Tobacco Products License Application

Business Name CHUCHAO LIQUOR
Business Address 700 W. CO. RD B. ROSEVILLE, MN 55113
Business Phone 651-488-1070
Email Address _____

Person to Contact in Regard to Business License:

Name CHOU VANG
Address 600 W. CO. RD B. ROSEVILLE, MN 55113
Phone 651-488-1070

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Cigarette/Tobacco Products	\$100.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature Chau Vang
Date May 10/2009

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Gas Pumps - Private License Application

Business Name Ryder Truck Rental, Inc
Business Address 2580 Long Lake Rd / Roseville, MN 55113
Business Phone 651 631 7924
Email address _____

Person to Contact in Regard to Business License:

Name Jeff Rosenow
Address 2580 Long Lake Rd / Roseville, MN 55113
Phone 651 631 7924

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required

Gas Pumps - Private

Fee
\$60.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature _____

Date _____

Jeff Rosenow
5-12-09

☒ A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

called my 12/09 OK my 13/09

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapy Establishment License Application

Business Name JCPenney Corp. Inc. #0490-0
Business Address 1700 W. County Rd. B-2 Roseville MN 55113
Business Phone 651-631-2220
Email Address _____

Person to Contact in Regard to Business License:

Legal Name JCPenney Corp. Inc.
Address _____
Phone _____ Date of Birth _____
Drivers License Number _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 31, 2010, in the City of Roseville, County of Ramsey, and State of Minnesota.

License Required
Massage Therapy Establishment

Fee
\$300.00
\$150.00 Background Check
(new license only)

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

Signature _____

Date _____

MAY 04 2009

If completed license should be mailed somewhere other than the business address, please advise.

JCPenney Corp. Inc.
PO BOX 45057
SLC UT 84145-0057



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapy Establishment License Application

Business Name Heart to Hands Myofascial Massage
Business Address 1315 Larpentaur Ave W. #A4, Roseville, MN 55113
Business Phone 612.695.5234
Email Address
Person to Contact in Regard to Business License:
Legal Name Sarah McMahonill
Address
Phone
Drivers License Number

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 31, 2010, in the City of Roseville, County of Ramsey, and State of Minnesota.

License Required

Massage Therapy Establishment

Fee

\$300.00

\$150.00 Background Check
(new license only)

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

Signature Sarah McMahonill
Date 12 May 2009

If completed license should be mailed somewhere other than the business address, please advise.



Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapist License

New License _____ Renewal X

For License year ending June 30 2010

1. Legal Name Sarah McMahonill

2. Home Address _____ 418

3. Home Telephone _____

4. Date of Birth _____

5. Drivers License Num' _____

6. Email Address _____

7. Have you ever used or been known by any name other than the legal name given in number 1 above?
Yes _____ No X If yes, list each name along with dates and places where used.

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.
Heart to Hands Myofascial Massage 1315 Larpenleur Ave W. #A4
Roseville, MN 55113

9. Attach a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, massage Therapy Establishments.

10. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?
Yes _____ No X If yes explain in detail.

License fee is 75.00

Make checks payable to City of Roseville



Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapist License

New License _____ Renewal ☒

For License year ending June 30 2010

1. Legal Name RACHEL MARY HARLAN ZUBRZYCKI
2. Home Address 1000 1st St NW, Roseville, MN 55113
3. Home Telephone _____
4. Date of Birth _____
5. Drivers License Number _____
6. Email Address U
7. Have you ever used or been known by any name other than the legal name given in number 1 above?
Yes _____ No ☒ If yes, list each name along with dates and places where used.

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.
Serene Body Therapy 1629 W Co Rd C Roseville MN 55113
9. Attach a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, massage Therapy Establishments.
10. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?
Yes _____ No ☒ If yes explain in detail.

License fee is 75.00

Make checks payable to City of Roseville



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapy Establishment License Application

Business Name Massage Therapy Land, inc
Business Address 10 Rosedale center, Roseville, MN. 55113
Business Phone 626-823-8569
Email Address _____
Person to Contact in Regard to Business License:
Legal Name Haiping Sun
Address _____
Phone _____ Date of Birth _____
Drivers License Number: _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 31, 2010, in the City of Roseville, County of Ramsey, and State of Minnesota.

License Required

Massage Therapy Establishment

Fee

\$300.00

\$150.00 Background Check

(new license only)

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

Signature Haiping Sun
Date 05-01-2009

If completed license should be mailed somewhere other than the business address, please advise.



Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapist License

New License _____ Renewal _____

For License year ending June 30 2010

1. Legal Name Haiping Sun
2. Home Address 2255 Snelling Ave Apt 3, Roseville, MN, 55113
3. Home Telephone 763-777-7777
4. Date of Birth _____
5. Drivers License Number _____
6. Email Address _____
7. Have you ever used or been known by any name other than the legal name given in number 1 above?
Yes _____ No X If yes, list each name along with dates and places where used.

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.

9. Attach a certified copy of a diploma or certificate of graduation from a school of massage therapy including a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, massage Therapy Establishments.

10. Have you had any previous massage therapist license that was revoked, suspended, or not renewed?
Yes _____ No X If yes explain in detail.

License fee is 75.00

Make checks payable to City of Roseville



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Amusement Device License Application

Business Name NAMCO CYBERTRAINMENT INC @ FOODCOURTERS
Business Address 2740 N SNELLING AVE ROSEVILLE MN. 55113
Business Phone 651-636-3833
Email Address _____

Person to Contact in Regard to Business License:

Name JUDITH M ZACHMAN - NAMCO CYBERTRAINMENT INC
Address _____
Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>	<u>Quantity</u>	<u>Total</u>
Amusement Device	\$15.00 (per machine)	<u>14</u>	<u>210.00</u>

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statute #176.182.

Signature Judith M Zachman - Licensee
Date 5/11/09

A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.

PLEASE SEND TO: NAMCO CYBERTRAINMENT INC
410 J. ZACHMAN
877 SUPREME, DR.
BENSENVILLE, IL 60016

City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Veterinary Hospital Application

Business Name ROSEVILLE ANIMAL HOSPITAL

Business Address 2630 N. SMELLING CURVE

Business Phone 651-633-4784

Email Address N/A

Person to Contact in Regard to Business License:

Name TIM KRIENKE

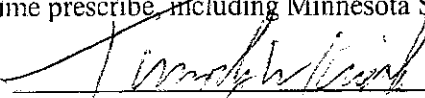
Address _____

Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Veterinary Hospital	\$80.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature 

Date 5-15-09

If completed license should be mailed somewhere other than the business address, please advise.

City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Veterinarian Examination & Inoculation Center License Application

Business Name PETCO #602

Business Address 2575 N. FARIVIEW AVENUE, ROSEVILLE, MN 55113

Business Phone (651) 636-8808

Email Address N/A

Person to Contact in Regard to Business License:

Name LAURA E. MOULTON, LICENSING & COMPLIANCE SPECIALIST

Address 2125 --

Phone 651 --

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Veterinarian Examination & Inoculation Center	\$130.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature

Date

Laura E. Moulton

5/14/09

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Gasoline Station License Application

Business Name HARKS CO DBA Roseville Winner
Business Address 2163 North Snelling Ave. Roseville MN 55113
Business Phone 651-636 0076
Email Address na - 1

Person to Contact in Regard to Business License:

Name CL. M. A. A.
Address na - 1
Phone na - 1

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Gasoline Station	\$130.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature

Date

[Signature]
5.15.2009

A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Cigarette/Tobacco Products License Application

Business Name HARK'S CO DBA Roseville Winner
Business Address 2163 North Snelling Ave, Roseville, MN 55113
Business Phone 651-636-0076
Email Address [REDACTED]

Person to Contact in Regard to Business License:

Name [REDACTED]
Address [REDACTED]
Phone [REDACTED]

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Cigarette/Tobacco Products	\$100.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature [Signature]
Date 5.15.2009

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Gasoline Station License Application

Business Name Tade Inc. dba. Rosedale BP
Business Address 2441 N. Fairview Ave.
Business Phone 651-636-9494
Email Address _____

Person to Contact in Regard to Business License:

Name Dean Shawa Her
Address Same as Above
Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009 and ending June 30, 2010 in the City of Roseville, County of Ramsey, State of Minnesota.

License Required

Gasoline Station

Fee

\$130.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature Dean Shawa Her
Date 5/10/09

A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Cigarette/Tobacco Products License Application

Business Name Jade Inc. dba. Roseale BP
Business Address 2441 N. Fairview Ave.
Business Phone 651-636-9494
Email Address [REDACTED]

Person to Contact in Regard to Business License:

Name Dean Shonahel
Address Same as Above
Phone [REDACTED]

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Cigarette/Tobacco Products	\$100.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature [Signature]
Date 5/10/09

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Cigarette/Tobacco Products License Application

Business Name Rainbow Foods #8802
Business Address 1201 Larpenteur Avenue W
Business Phone 651-488-1825
Email Address _____

Person to Contact in Regard to Business License:

Name _____

Address _____

Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required

Fee

Cigarette/Tobacco Products

\$100.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature _____

Date _____

Edward J. [Signature] VP
5/20/09

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Gasoline Station License Application

Business Name S&Z INC - I DBA Tri-City BP
Business Address 3110 Cleveland Ave N Roseville, MN 55113
Business Phone 651-636-0502
Email Address _____

Person to Contact in Regard to Business License:

Name Mr. [unclear]
Address [unclear]
Phone [unclear]

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Gasoline Station	\$130.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature Abdullah
Date 05/026/09

A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Cigarette/Tobacco Products License Application

Business Name S & Z INC-I DBA TRI-CITY BP
Business Address 3110 Cleveland Ave N, Roseville, MN 55113
Business Phone 651-636-0502
Email Address _____

Person to Contact in Regard to Business License:

Name [Redacted]
Address [Redacted]
Phone [Redacted]

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Cigarette/Tobacco Products	\$100.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature [Signature]
Date 05/26/09

If completed license should be mailed somewhere other than the business address, please advise.

THIS IS MY LAST RENEWAL - MY LEASE WILL BE DONE & I WILL MOVE OUT OF THE OFFICE IN ROSEVILLE. SO YOU DONT NEED TO SEND A RENEWAL NEXT TIME.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Massage Therapy Establishment License Application

Business Name WRIGHT TOUCH THERAPIES
Business Address 2233 N. HAMLINE AVE - SUITE 125
Business Phone (651) 633-9106
Email Address _____

Person to Contact in Regard to Business License:

Legal Name DIADRA DECKER
Address 11111 112
Phone _____
Drivers License Number L

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 31, 2010, in the City of Roseville, County of Ramsey, and State of Minnesota.

License Required	Fee
Massage Therapy Establishment	\$300.00
	\$150.00 Background Check (new license only)

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182. In addition, the applicant acknowledges that they are responsible for reviewing the background and work history of their employees, including those that have received a massage therapist license from the City.

Signature Mary Wright
Date 5/26/09

If completed license should be mailed somewhere other than the business address, please advise.

I HAVE NO EMPLOYEES, SO NO W/C. I AM AN RN, SO NO MT LISC.
AN INDEPENDENT CONTRACTOR, DIADRA DECKER, WORKS IN THE OFFICE & WILL SEND HER LISC RENEWAL SEPARATELY



Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Solid Waste Hauler License Application

Fee Due: \$125.00 Year 2009 (License will be for January 1 to December 31.)

Business Name GARBAGEMAN INC
Business Address 401 AVE SOUTH HOPKINS 55343 #200
Business Phone 763-230-7499
Contact Person JIM MATIK
Email Address - - - - -
Emergency Contact Information - - - - -

If completed license should be mailed somewhere other than the business address, please advise.

Solid waste collection will be provided to (check all that apply):

- ☒ Residential (single family, duplex, triplex, fourplex)
☒ Multiple Residential (apartment, condominium, manufactured home park, and townhouse)
☐ Commercial/Industrial

Number of vehicles the applicant proposes to use in the collection of solid waste 1

Name and address of disposal or recycling facilities to which waste will be hauled: Hennepin County Recycling

Garbage

Hennepin County Recycling
8100 Jefferson Highway
Brooklyn Park, MN

Yard Waste

Maple Grove Yard Waste
14796 101 Ave N
Maple Grove 55369

Brush

Maple Grove Yard Waste
14796 101 Ave N
Maple Grove 55369

Additional Items such as appliances
(attach additional sheet if necessary)

Metro Appliance Recycling
9149 Page N.E
Ostego, MN 55330

City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Pool/Billiards License Application

Business Name M.T. Restaurants (Roseville), Inc.
d/b/a Joe Senser's Sports Grill and Bar

Business Address 2350 Cleveland Avenue, Roseville, MN 55113

Business Phone 651-631-1781

Email Address _____

Person to Contact in Regard to Business License:

Name _____

Address _____

Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>	<u>Quantity</u>	<u>Total</u>
Pool/Billiards	\$70.00 (first table)	<u>1</u>	<u>\$70.00</u>
	\$20.00 (each additional table)	_____	_____

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statute #176.182.

Signature Per: M.T. Restaurants (Roseville), Inc.
W.A. Sprague

Date May 15, 2009

A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Amusement Device License Application

Business Name M.T. Restaurants (Roseville), Inc.
d/b/a Joe Senser's Sports Grill and Bar

Business Address 2350 Cleveland Avenue, Roseville, MN 55113

Business Phone 651-631-1781

Email Address _____

Person to Contact in Regard to Business License:

Name _____

Address 2350 _____

Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>	<u>Quantity</u>	<u>Total</u>
Amusement Device	\$15.00 (per machine)	<u>9</u>	<u>\$135.00</u>

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

M.T. Restaurants (Roseville), Inc.

Signature Per:

Date May 15, 2009

A fire Inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.



City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Cigarette/Tobacco Products License Application

Business Name Cub Foods - Har Mar # 31334
Business Address 2100 N. Snelling Ave Roseville, MN 55113
Business Phone (651) 633-9740
Email Address _____

Person to Contact in Regard to Business License:

Name [REDACTED]
Address [REDACTED]
Phone [REDACTED]

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
Cigarette/Tobacco Products	\$100.00

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature [Signature]
Date 5/28/09

If completed license should be mailed somewhere other than the business address, please advise.

City of Roseville
Finance Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7036

Theater License Application

Business Name AMC THEATRES ROSEDALE 14
Business Address 850 ROSEDALE CENTER, ROSEVILLE MN 55113
Business Phone 651-604-9344
Email Address 0651@amctheatres.com

Person to Contact in Regard to Business License:

Name _____
Address _____
Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2009, and ending June 30, 2010, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>	<u>Quantity</u>	<u>Total</u>
Theater	\$70.00 (per screen)	<u>14</u>	<u>\$980.00</u>

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue #176.182.

Signature Ramona Evans
Date 05-26-09

A fire inspection is required before issuance of a license. Please call 651-792-7341 to set up an inspection.

If completed license should be mailed somewhere other than the business address, please advise.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/08/09
Item No.: 7.c

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
IT	CDW-G	Cisco equipment maintenance agreement (a)	\$ 25,642.51
IT	Software House Int'l	Anti-virus software update (b)	7,698.81
Storm water	Tri-State Bobcat	Zero-turn mower (replacement)	8,694.66

(a) The maintenance agreement is shared with other IT partnering agencies. Roseville's share is \$12,000.

(b) Shared with other IT partnering agencies. Roseville's share is \$2,885

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	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.

20 **STAFF RECOMMENDATION**

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

23 **REQUESTED COUNCIL ACTION**

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

26

27

Prepared by: Chris Miller, Finance Director

Attachments: A: None

28

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/08/09

Item No.: 7.d

Department Approval

Christopher K. Miller

City Manager Approval

W. J. Mahinen

Item Description: **Central Park Foundation One Day Gambling License**

BACKGROUND

The Roseville Central Park Foundation has applied for an Exemption from Lawful Gambling Licensing Requirements to conduct lawful gambling activities on October 02, 2009 at the Roseville Skating Center Community Room located at 2661 Civic Center Drive.

The Minnesota Charitable Gambling Regulations allow any nonprofit organization, which conducts lawful gambling for less than five (5) days per year, and total prizes do not exceed \$50,000.00 in value, to be exempt from the licensing requirements if the city approves.

COUNCIL ACTION REQUESTED

Motion approving the Roseville Central Park Foundations request to conduct a raffle on October 02, 2009 at the Roseville Skating Center located at 2261 Civic Center Drive.

LG220 Application for Exempt Permit**Fee is \$50 for each event**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

For Board Use Only

Check # _____ \$ _____

ORGANIZATION INFORMATION

Organization name Previous gambling permit number
 Roseville Central Park Foundation X-62038-08-001

Type of nonprofit organization. Check one.

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other nonprofit organization

Mailing address City State Zip Code County
 2660 Civic Center Drive Roseville MN 55113 Ramsey

Name of chief executive officer (CEO) Daytime phone number Email address
 Monte Johnson 651-490-9411

Attach a copy of ONE of the following for proof of nonprofit status. Check one.

Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

☐ **Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

☐ **IRS income tax exemption [501(c)] letter in your organization's name.**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

☒ **IRS - proof previously submitted to Gambling Control Board**
 If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)

Roseville Skating Center Community Room

Address (do not use PO box) City Zip Code County
 2661 Civic Center Drive Roseville MN 55113 Ramsey

Date(s) of activity (for raffles, indicate the date of the drawing)

October 2, 2009 to October 2, 2009

Check the box or boxes that indicate the type of gambling activity your organization will conduct:

☐ Bingo* ☒ Raffles ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

*** Gambling equipment** for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

Also complete
Page 2 of this form.

Fill-in & Print Form

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4076.

Reset Form

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/08/09
Item No.: 7.e

Department Approval

City Manager Approval

W. Malinen

Item Description: Quarterly Update of Imagine Roseville 2025 Medium and Long Term Goals

BACKGROUND

The June 2009 Update of the Imagine Roseville 2025 Medium and Long Term Goals is provided in fulfillment of the City Manager's performance requirement to regularly report the progress of staff to the Council.

REQUESTED COUNCIL ACTION

Receive the June 2009 Quarterly Update of the Imagine Roseville 2025 Medium and Long Term Goals.

Prepared by: Bill Malinen

Attachments: A: June 2009 Update of the Imagine Roseville 2025 Medium and Long Term Goals

**Imagine Roseville 2025
Medium & Long Term Goals
June 2009 Update**

Medium Term Goals

Encourage businesses with family-sustaining jobs	❑ Twin Lakes infrastructure project out for bids. Expected start date, June 2009 <i>PT 6/09</i> ❑ Began the design work for the Twin Lakes public infrastructure to better position the project to take advantage of development opportunities when they arise. <i>PT 3/09</i> ❑ This past spring, the City created the Twin Lakes Public Financial Participation Framework that created a high priority in granting TIF funds within Twin Lakes to projects that create family-sustaining jobs. <i>PT 7/08</i>
More actively support existing businesses	❑ Worked with the Ramsey County and State of Minnesota to assist UV Color with their expansion plans. <i>PT 6/09</i> ❑ No new activity to report at this time. <i>PT 3/09</i> ❑ Given the budget dollars, funding is not possible for 2009. <i>PT 10/08</i> ❑ Staff has brought forward to the Council about participating in the Twin Cities Capital Community Fund, which will lend money to businesses in participating communities. Decision pending. <i>PT 7/08</i>
Increase funding for and more actively promote housing redesign program	❑ The Multi-Family loan program is in place, but no applications have been received. <i>PT 6/09</i> ❑ The RHRA has discontinued the redesign program due to a lack of interest. However, the RHRA has instituted a new multi-family loan program to assist property owners to make exterior improvements and incorporate energy efficient improvements in their buildings. <i>PT 3/09</i> ❑ Given the limited participation, the RHRA is proposing to no longer fund the program and utilize funding for existing loan programs and marketing of RHRA services to reach more residents. The RHRA is preparing to create a multi-family rehab program to allow for reinvestment in aging properties. <i>PT 10/08</i> ❑ In the past six months, the Roseville HRA has reviewed the existing redesign program and has changed some of the program guidelines to make it available to more people. Improvements to program ongoing. <i>PT 7/08</i>
Provide loans and other assistance to help people maintain property	❑ No new activity to report <i>PT 6/09</i> ❑ The RHRA has created a new multi-family loan program to foster reinvestment into the community's multi-family housing stock. In addition, the City has improved its code enforcement policies and procedures to better inform residents and property owners. <i>PT 3/09</i> ❑ In 2008, the Roseville HRA consolidated its loan program into one program for easier convenience. The RHRA also continues to contract with the Housing Resource Center which provides Roseville residents technical assistance and advice regarding making improvements to their property. <i>PT 10/08</i> ❑ In the past six months, the Roseville HRA has reviewed its existing loan programs and has consolidated two loan programs into one and have made the funds more available for residents to make exterior and interior improvements. The Roseville HRA also added another \$133,000 to the loan pool. The Roseville HRA continues to contract

	with the Housing Resource Center which provides Roseville residents technical assistance and advice regarding making improvements to their property. <i>PT 7/08</i>
Seek collaborative partners and alternative funding mechanisms	❑ JPA signed with City of Vadnais Heights for IT support services. Value of the contract is \$48,000 annually. <i>CM 6/09</i> ❑ 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000. <i>CM 6/09</i> ❑ Engaged the City of Lake Elmo to provide Accounting Services generating surplus monies. <i>CM 3/09</i> ❑ Provided City Manager proposal for creating a Streetlight Utility for funding installation and operation of streetlights citywide. <i>DS 10/08</i> ❑ Alternative funding mechanisms have been discussed briefly but not yet researched to determine whether viable. <i>CM 7/08</i>
Foster youth leadership and development	❑ Re-implementation of the Police Explorers Program in 2008. <i>CS 3/09</i> ❑ Improved relatively new Leaders in Training (LIT) program. No new programs have begun at this time. <i>LB 7/08</i>
Citywide transportation system	❑ Will explore opportunities for connection from new Park N Ride facility. <i>DS 3/09</i> ❑ Researching possibilities of moving youngsters to and from programs and facilities. <i>LB 7/08</i>
Update Master Plans (to include parks and community facilities) throughout Parks & Recreation System.	❑ Received nine proposals, will interview three. Plan to make recommendation in June or July 2009 <i>LB 6/09</i> ❑ RFPs issued, proposals received and analyzed. Plan to bring to City Council in March, 2009 for consideration. Difficult as no funding for the project has been identified. <i>LB 3/09</i> ❑ Pathway Master Plan approved by City Council in September. <i>DS 10/08</i> ❑ RFP being finalized with Parks and Recreation Commission. Will soon bring to City Council for input and authorization to issue. <i>LB 10/08</i> ❑ Pathway Plan update underway. <i>DS 7/08</i> ❑ Met with six firms to gather pre request for proposal (RFP) information. Plan to discuss further with Parks and Recreation Commission at an upcoming meeting. <i>LB 7/08</i>
Include shade pavilions and/or park shelters at all parks to promote neighborhood connections and accommodate neighborhood gatherings	❑ Will be incorporated into the anticipated Master Plan process to determine need and locations. <i>LB 7/08</i>
Revise water rates from use base to conservation base incentives for 10-20% reduction in residential and business usage	❑ For 2009, adopted a conservation-based rate structure to encourage water conservation and greater transparency in actual costs. <i>CM 3/09</i> ❑ PWETC recommendation for 2009 implementation at September 08 meeting. Anticipate Council discussion November 2008. <i>DS 10/08</i> ❑ Discussed with PWETC April, 2008 Council discussion August/September 2008. <i>DS 7/08</i> ❑ Initial discussions are expected in the Fall of '08, but our rate structure is heavily dependent on high water users to support utility operations. It is unlikely that our rate structure could be changed to a conservation base until 2010. <i>CM 7/08</i>
Fund Citywide traffic model	❑ No new activity <i>DS 6/09</i> ❑ No new activity (funding challenges). <i>DS 3/09</i> ❑ No new activity. <i>DS 10/08</i>

	❑ CIP discussion item. <i>DS 7/08</i>
Encourage development of transit, walkability and alternate transportation	❑ Rice Street Interchange design will incorporate bike and ped facilities into the design and have discussed transit needs with Met Council. <i>DS 6/09</i> ❑ In anticipation of designing a new zoning code, staff, the Planning Commission, and the City Council are reviewing the use of form-based codes for the new zoning code. Form based codes emphasize walkability and alternative transportation. <i>PT 6/09 - see also Long Term Goals</i> ❑ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. <i>PT 3/09 - see also Long Term Goals</i> ❑ Comp Plan Transportation section discusses each of these items. Council discussion October 08. <i>DS 10/08</i> ❑ Livable Communities concepts incorporated into design guidelines, Pathway Master Plan discusses ped and bike goals and policies. <i>DS 7/08</i>
Long Term Goals	
Develop program to provide fire, safety, CPR, fire extinguisher training to businesses	❑ The Fire Department started offering fire training classes and CPR classes to businesses and community members who request such training. This started with the adoption of the City Fee Schedule on November 17, 2008. <i>RG 3/09</i> ❑ The Fire Dept will begin offering CPR/AED at a rate of \$80 per student and Safety Training at a rate of \$80 per hour. Costs will cover prorated trainer's salary/benefits, books, training materials, administrative time. These services will be offered to businesses once the City's fee schedule is amended to include these fees and this <i>IR2025</i> goal will be complete. <i>RG 7/08</i>
Community Center Discussion	❑ Will be incorporated into the anticipated Master Plan process to determine need and locations. <i>LB 7/08</i>
Establish a Community Resource and Volunteer Center/Network with support and coordinating staff to recruit, train, nurture volunteers.	❑ Proposal accepted by the 2009 Leadership St. Paul Program to assign a group to Roseville to enhance the volunteer program by creating a comprehensive community volunteer model. <i>LB 3/09</i> ❑ Researching possible resources needed to establish such a program and what a program of this type would look like. <i>LB 7/08</i>
Identify segments with poor or no connection. Follow Master plan guide. Address Hwy 36 and Snelling crossing barriers: tunnels or bridges at Lydia, Co C, Co B, or Roselawn	❑ No new activity. <i>DS 6/09</i> ❑ Developing Fairview NTP Pathway project for 2009 construction. Seeking funding opportunities. <i>DS 3/09</i> ❑ Pathway Master Plan adopted September 08. Seeking funding opportunities. <i>DS 10/08</i> ❑ Discussed as part of Pathway Plan update, incorporate into final draft plus additional locations. <i>DS 7/08</i>
Consider Roundabouts, if space and buying R.O.W. is feasible	❑ First Roundabout will be constructed late summer 2009 in Twin Lakes Phase I <i>DS 6/09</i> ❑ Roundabout included in Phase I Twin Lakes improvements construction 2009. <i>DS 3/09</i> ❑ No new activity. <i>DS 10/08</i> ❑ Look into ROW requirements and identify possible corridors 2009. <i>DS 7/08</i>
Add buses and routes for flexibility and suburb-to-suburb travel	❑ No new activity <i>DS 6/09</i> ❑ Explore opportunities created by new Park N Ride <i>DS 3/09</i> ❑ Discussed this flexibility with Metro Transit for Twin Lakes Park N

	Ride facility. <i>DS 10/08</i> ❑ Continue to push this issue in all discussions with Metro Transit. <i>DS 7/08</i>
Encourage development of transit, walkability and alternate transportation	❑ In anticipation of designing a new zoning code, staff, the Planning Commission, and the City Council are reviewing the use of form-based codes for the new zoning code. Form based codes emphasize walkability and alternative transportation. <i>PT 6/09</i> ❑ No new activity <i>DS 3/09</i> ❑ The City recently approved a new Metro Transit Park and Ride Facility in the Twin Lakes area that will provide access to transit services. <i>PT 3/09 - see also Med Term Goals</i> ❑ Included in Transportation section of Comp Plan. <i>DS 10/08</i> ❑ The City has also been working with surrounding communities to promote the development of the Northeast Diagonal as a transit corridor. <i>PT 10/08</i> ❑ Identify needs in CIP 2009-2018 Meeting with Northeast Diagonal cities to pursue getting corridor back into 2030 Plan. <i>DS 7/08</i> ❑ These items are being emphasized in the Comprehensive Plan Update with the goal of making alternative forms of a greater priority in the community's growth and redevelopment in the future. <i>PT 7/08</i>
Work w/ Metro Transit to identify location of long-term park-n-ride facility	❑ Under construction. Expected completion by 12/31/09 <i>PT 6/09</i> ❑ Metro Transit relooking at the Rice Street/Hwy 36 area <i>DS 6/09</i> ❑ Approved and open by 12/31/09 <i>DS 3/09</i> ❑ The City Council approved the Metro Transit Park and Ride facility in December 2008. Construction will commence in the spring of 2009 and will be completed by the end of the 2009. <i>PT 3/09</i> ❑ Ongoing. The City Council is currently considering the construction of a new park and ride facility located within Twin Lakes that is expected to replace the spaces at Rosedale Mall after 2011. Staff continues to have dialogue with Metro Transit staff regarding needs for additional park and ride facilities. <i>PT 10/08</i> ❑ Council Consideration of Twin Lakes facility October 2008. <i>DS 10/08</i> ❑ Underway for Twin Lakes, additional future needs along Hwy 36 corridor east end of Roseville. <i>DS 7/08</i>
Continue to lobby for the Northeast Diagonal transit line	❑ No new activity to report at this time. <i>PT 6/09</i> ❑ No new activity to report at this time. <i>PT 3/09</i> ❑ City is currently working with the City of Vadnais Heights to build a coalition with surrounding communities to promote the development of the NE Diagonal as a transit corridor. Language supporting the use of the NE Diagonal is currently in the draft Comp Plan. <i>PT 10/08</i> ❑ Council Discussion September 2008. <i>DS 10/08</i> ❑ Meeting with adjacent cities July 2008. <i>DS 7/08</i>

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/08/09
Item No.: 7.f

Department Approval

City Manager Approval

W. J. Malinen

Item Description: Quarterly Shared Services Update

BACKGROUND

In February 2009, Resolution 10691, Authorizing Examination of Cooperation and Shared Services with Others, was adopted by the City Council supporting discussing and researching possible new and enhanced cooperation and shared services with local governments and others; and authorizing the City Manager to pursue and examine new cost-effective means of cooperating and sharing services; and directing the City Manager to report back on a regular basis to the City Council regarding cooperative opportunities.

REQUESTED COUNCIL ACTION

Receive the June 2009 Quarterly Shared Services Update

Prepared by: Bill Malinen

Attachments: A: June 2009 Shared Services Update

Shared Services Update*

Roseville Services Used by Others

Description of Shared Service	Shared Service Updates:
1. GIS Services with North St. Paul	☐ Update here: For the past two years, the City of Roseville has provided the City of North St. Paul 425 hours of Community Development staff time for GIS services for a fee of \$15,000 annually. Staff will plan on continuing this relationship into 2010. <i>PT 06/09</i>
2. Program Offerings to Lauderdale	☐ Entered into an general agreement to provide certain program offerings to the community of Lauderdale for a fee <i>LB 6/09</i>
3. IT support services	☐ JPA signed with the City of Vadnais Heights for IT support services. Value of the contract is \$48,000 annually <i>CKM 6/09</i>
4. Joint Fiber Optic Network	☐ 2009 Joint Fiber Optic Network between Roseville Schools and Ramsey County Library System to connect governmental facilities. Total value of construction is approximately \$225,000 <i>CKM 6/09</i>
5. Engineering Services Falcon Heights and Arden Hills	☐ Continue to provide Engineering support services <i>DS 05/09</i>
6. Street message painting	☐ Provide as needed to Falcon Heights <i>DS 6/09</i>
7. East Metro SWAT	☐ Multi-Jurisdictional tactical team involving the following cities: Roseville, St. Anthony, New Brighton, North St. Paul, and we have the University of MN police department interested in joining in the near future. <i>CS 6/09</i>
8. Pursuit Intervention Technique Training	☐ This training is legislatively mandated. Law enforcement personnel must attend this training every three years. RPD oversees this training and is working on adding more departments to the group. <i>CS 6/09</i>
9. K-9 Police Training Area	☐ K-9 teams from throughout the metro area travel to the Roseville K-9 training area, where the grounds is set up to assist officers and their K-9 partners in preparing for Police Dog 1 certification trials and street work. <i>CS 6/09</i>

Others' Services Used by Roseville

Description of Shared Service	Shared Service Updates:
1. Equipment Rental opportunity	☐ Received equipment rental rate list from City of St. Paul <i>DS 6/09</i>
2. Equipment Sharing with Ramsey County PW	☐ Ongoing sharing of sealcoat equipment with RCPW <i>DS 6/09</i>
3. Discussing using Falcon Heights and Little Canada Regenerative Air Sweeper on rental basis	☐ Ongoing <i>DS 6/09</i>

4. St. Paul P.D. Records Management System	☐ Utilize their report-writing software and records management system. All law enforcement agencies with the exception of Ramsey County Sheriff's Office all contract with St. Paul PD for this system. CS 6/09
5. Ramsey County Dispatch Service	☐ Provides dispatching services for the entire county except White Bear Lake. CS 6/09
6. Ramsey County Detention Service	☐ Temporary and long-term incarceration for arrested individuals. CS 6/09
7. Ramsey County Warrant Service	☐ Serves active warrants resulting from Roseville PD arrests. CS 6/09
8. Allina Medical	☐ Provides EMT services/ East Metro Swat tactical EMS service overview. CS 6/09
9. Roseville Fire Department	☐ Training and the providing of EMT services. CS 6/09
10. Century College	☐ Mandated and career training for law enforcement personnel. CS 6/09
11. Bureau of Criminal Apprehension	☐ Training, lab work, evidence analysis, statistical information, identification information, etc. Team also responds to critical incidents, suspicious deaths, etc. We also utilize their polygraph service. CS 6/09
12. MN State Patrol	☐ Assists in accident reconstruction, investigations, etc. CS 6/09
13. Financial Crime Services	☐ Implementation of the check diversion program. CS 6/09
14. Crime Stoppers	☐ Creation of a "tip-line" and on-going partnership in working with the media to develop leads in high-profile cases. CS 6/09
15. East Metro Narcotics Task Force	☐ A Roseville officer is assigned to this unit. CS 6/09
16. Ramsey County Crime Lab	☐ Use lab for narcotics testing. CS 6/09
17. Midwest Children's Resource Center	☐ Assist us on interviews of victims of abuse. CS 6/09
18. Northwest Youth and Family Services	☐ They handle youth diversion programs for Roseville. CS 6/09
19. Tubman Family Alliance	☐ Provide follow-up and advocacy for victims of domestic violence. CS 6/09
20. Target Corporation	☐ They provide assistance with video forensics. CS 6/09
21. BCA, Ramsey County, St. Anthony Police Department	☐ We utilize these agencies for computer forensics. CS 6/09
22. Ramsey County Apprehension and US Marshals	☐ Both have provided assistance to us on several cases in gathering intelligence, locating suspects, executing search warrants and tracking cell phones. CS 6/09
23. Postal Inspector	☐ We regularly work with the US Postal Inspector in verifying addresses and also on criminal cases involving US Mail. CS 6/09
24. Mid-America	☐ We have entered into a partnership with Mid-America for storage and sale of forfeited vehicles. CS 6/09
25. Propertyroom.com	☐ Utilize this web-based service to sell items recovered by the police department. CS 6/09
26. Ramsey County Special Investigations Unit	☐ Their analysts have assisted us on several cases, creating crime maps, analysis and forecasting. CS 6/09

REQUEST FOR COUNCIL ACTION

Date: 06-08-09

Item No: 11.a

Staff Approval:



Manager Approval:



Item Description:	Public Hearing to Consider a Resolution for the Imposition and Collection of Fees in the Housing Improvement Area for Westwood Village I (HF0052)
-------------------	---

1.0 Background

- 1.1 The fee resolution that was passed on January 23rd, 2009 allowed for pay off of the assessments anytime after issuances of the bonds. Staff worked with the WWVI association to review what the potential risk was for the Association to guarantee any shortfalls from the early pay off, especially if WWVI maintained a debt service reserve to cover any shorts. Staff and Springsted did review the risk and felt that it was minimal. But because of market unknowns of how many pay offs could happen over a period of time after the issuance of bonds the WWVI Board has requested that the City of Roseville modify the fee resolution to not allow for any payoffs of the assessment after the bonds are issued.
- 1.2 Staff has sent notice out to all property owners allowing for early pay off or a portion until July 23rd if the new fee resolution is passed on June 8th at the City Council Meeting (see attachment A). In addition Staff has also sent out letters to residents that have partially and in full prepaid their assessments allowing for them to either get a full refund with interest or just the interest that has been earned for the money sitting in an interest bearing account with the City because of the delay (see attachment B).
- 1.3 Previous assessment amounts that were adopted on January 23rd, 2009 stayed the same for all property owners.

2.0 Requested Action

Staff is requesting to open the public hearing to consider the adoption of a resolution establishing the imposition and collection of fees in the Housing Improvement Area (HIA) for Westwood Village I.

3.0 Suggested Council Action:

- 2.1 **Open Public Hearing and Take public comment** – mailed notice was sent to all of the owners of record within the proposed boundary of the HIA for Westwood Village I. In addition, a public notice was published in the paper.

45 2.2 Close public hearing.

46

47 Prepared by: Jeanne A. Kelsey, Housing Program Coordinator (651-792-7086)

48

49 Attachment A – Assessment Notice Allowing for Pre or Partial Payment

50 Attachment B – Assessment Notice for Residents that had Partial or Fully Paid

51

52

May 28, 2009

Westwood Village I Property Owner
XXXX MACKUBIN ST
ROSEVILLE MN 55113-2338

Dear Property Owner:

Notice is hereby given that the Roseville City Council will meet at 6:00 PM on Monday, June 8, 2009 in the Council Chambers at 2660 Civic Center Drive, Roseville, to consider a resolution imposing housing improvement fees to be collected for improvements and repairs to the housing units within the Westwood Village I Association of Roseville, MN Housing Improvement Area pursuant to Minn. Stat. §428A.11 through 428A.21.

The properties proposed to be subject to the housing improvement fees are located within the Westwood Village I Housing Improvement Area and are legally described as:

Lots 1through 3, Block 1, Lots 1 through 8, Block 2, Lots 1 through 7 Block 3, Lots 1 through 4, Block 4, Lots 1 through 6, Block 5, Lots 1 through 5, Block 6, Lots 1 through 8, Block 7, Lots 1 through 6, Block 8 all in Westwood Village Townhouses Plat 1

NOTE: The proposed housing improvement fee resolution would revise and supersede the resolution adopted by the City Council on January 26, 2009. Details on the revised resolution are described below.

1. Persons to be heard: All interested persons will be given an opportunity to be heard at the hearing regarding the revised housing improvement fee.

2. Estimated Cost of housing improvements to paid in whole or in part by housing improvement fee: \$1,595,336.25 including 20% construction contingency.

3. Amount to be charged against each housing unit: Housing improvement fees will be allocated to each unit based on the Westwood Village I Townhomes Association Second Amended Declaration for Common Interest Community No. 727 dated April 25, 2008. The fee to be imposed on your property is as follows:

Total fee: \$ 34950.53

Annual payment if not prepaid: \$ 2330.04

4. Owner's right to prepay: Housing unit owners may prepay all or a portion of the total fee, without interest, until 45 days after the date of approval of the revised fee resolution. Assuming the Council approves the resolution on June 8, 2009, the prepayment period will end on July 23, 2009. If only a portion is prepaid, the prepayment amount must be at least 25% of the total fee for that unit. *After the prepayment period, the fee may not be prepaid.* In the case of partial prepayment, the unpaid

balance will be imposed as an annual fee as described in paragraph 5, below.

Our records indicate that you did not prepay the fee that was originally imposed under January 26, 2009 resolution. You will now have an additional 45 days after approval of the revised resolution to prepay the fee, as described above.

5. Number of years the fee will be in effect: If owners do not prepay the total fee, the annual fee will be imposed in equal installments over a 15-year period, with interest at the annual rate of 7.75%. The annual fee is payable at the same time as property taxes, with the first installment due in 2010.

6. Compliance with Petition Requirement: Owners of more than 25 percent of the housing units that would be subject to the proposed fee in the Housing Improvement Area have filed a petition with the City Clerk requesting a public hearing on the proposed fee, in accordance with Minnesota Statutes, Section 428A.12. If the owners of 35% or more of the housing units subject to the housing improvement fee file written objections with the City Manager within 45 days after the adoption of the resolution imposing the fee, the resolution will be null and void, and any amount prepaid during that period will be refunded.

If you would like a detailed explanation as to how the housing improvement fee for your property was calculated you can contact me by email at: chris.miller@ci.roseville.mn.us, or by phone at: 651-792-7031.

Sincerely,

A handwritten signature in black ink that reads "Christopher K. Miller". The signature is written in a cursive, flowing style.

Chris Miller
Finance Director

May 28, 2009

Westwood Village I Property Owner
XXXX MACKUBIN ST
ROSEVILLE MN 55113-2341

Dear Property Owner:

Notice is hereby given that the Roseville City Council will meet at 6:00 PM on Monday, June 8, 2009 in the Council Chambers at 2660 Civic Center Drive, Roseville, to consider a resolution imposing housing improvement fees to be collected for improvements and repairs to the housing units within the Westwood Village I Association of Roseville, MN Housing Improvement Area pursuant to Minn. Stat. §428A.11 through 428A.21.

The properties proposed to be subject to the housing improvement fees are located within the Westwood Village I Housing Improvement Area and are legally described as:

Lots 1 through 3, Block 1, Lots 1 through 8, Block 2, Lots 1 through 7 Block 3, Lots 1 through 4, Block 4, Lots 1 through 6, Block 5, Lots 1 through 5, Block 6, Lots 1 through 8, Block 7, Lots 1 through 6, Block 8 all in Westwood Village Townhouses Plat 1

NOTE: The proposed housing improvement fee resolution would revise and supersede the resolution adopted by the City Council on January 26, 2009. Details on the revised resolution are described below.

1. Persons to be heard: All interested persons will be given an opportunity to be heard at the hearing regarding the revised housing improvement fee.

2. Estimated Cost of housing improvements to paid in whole or in part by housing improvement fee: \$1,595,336.25 including 20% construction contingency.

3. Amount to be charged against each housing unit: Housing improvement fees will be allocated to each unit based on the Westwood Village I Townhomes Association Second Amended Declaration for Common Interest Community No. 727 dated April 25, 2008. The fee to be imposed on your property is as follows:

Total fee: \$ 34950.53

Annual payment if not prepaid: \$ 2330.04

4. Owner's right to prepay: Housing unit owners may prepay all or a portion of the total fee, without interest, until 45 days after the date of approval of the revised fee resolution. Assuming the Council approves the resolution on June 8, 2009, the prepayment period will end on July 23, 2009. If only a portion is prepaid, the prepayment amount must be at least 25% of the total fee for that unit. *After the prepayment period, the fee may not be prepaid.* In the case of partial prepayment, the unpaid

balance will be imposed as an annual fee as described in paragraph 5, below.

Our records indicate that you prepaid the \$ 34950.53 fee imposed on your property under the January 26, 2009 resolution. Within 45 days after approval of the revised fee resolution (i.e., by July 23, 2009), you must file a written notice with the City Clerk that selects one of the following two options:

Option A. You want to ratify the decision to prepay the fee, in which event the City will retain your prior prepayment and treat such amount as a prepayment under the revised resolution. If you select this option, the City will refund to you interest on the amount of your prepayment at the rate of 4.5% accrued from the date of prepayment through June 8, 2009. That refund will be paid promptly after the effective date of the fee resolution (soon after July 23, 2009).

Option B. You want to withdraw your prior prepayment, in which event the City will return to you the amount of your prepayment together with interest on such amount at the rate of 4.5% accrued from the date of prepayment through June 8, 2009. That refund will be paid promptly after the effective date of the resolution (i.e., soon after July 23, 2009).

If, by July 23, 2009, you do not file a notice selecting either Option A or Option B, the City will treat your prior prepayment as being ratified, and the City will retain your prepayment amount. In that event, the City will not refund any interest to you.

5. Number of years the fee will be in effect: If owners do not prepay the total fee, the annual fee will be imposed in equal installments over a 15-year period, with interest at the annual rate of 7.75%. The annual fee is payable at the same time as property taxes, with the first installment due in 2010.

6. Compliance with Petition Requirement: Owners of more than 25 percent of the housing units that would be subject to the proposed fee in the Housing Improvement Area have filed a petition with the City Clerk requesting a public hearing on the proposed fee, in accordance with Minnesota Statutes, Section 428A.12. If the owners of 35% or more of the housing units subject to the housing improvement fee file written objections with the City Manager within 45 days after the adoption of the resolution imposing the fee, the resolution will be null and void, and any amount prepaid during that period will be refunded.

If you would like a detailed explanation as to how the housing improvement fee for your property was calculated you can contact me by email at: chris.miller@ci.roseville.mn.us, or by phone at: 651-792-7031.

Sincerely,



Chris Miller

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/08/09
Item No. 12.a

Department Approval

City Manager Approval

PT/DM



Item Description: **Community Development Department Request for a Ramsey County Court Citation for Unresolved Violations of City Code at 1128 Sextant Avenue**

BACKGROUND

- The subject property is a vacant single family home.
- The property owner is Dr. Kenneth Meyer who lives at 333 South 7th Street in Mpls.
- Current violations include:
 - The outside storage of household items and junk/debris (a violation of City Code Section 407.02.D and 407.03.H.)
 - A boat with a very deteriorated piece of canvas covering it (a violation of City Code Section 407.02.D).
 - An inoperable, unlicensed, box type trailer in the rear yard (a violation of City code section 407.02.O).
 - A deteriorated shed in need of maintenance (a violation of City Code Section 906.05.C).
- A status update 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

No financial impact. A court citation would not result in additional cost for the City as the prosecuting attorney performs these cases as part of their contract.

STAFF RECOMMENDATION

Staff recommends that the Council direct Community Development staff to proceed with a Ramsey County Court Citation to ensure the property owner abates the above referenced public nuisance violations as soon as possible.

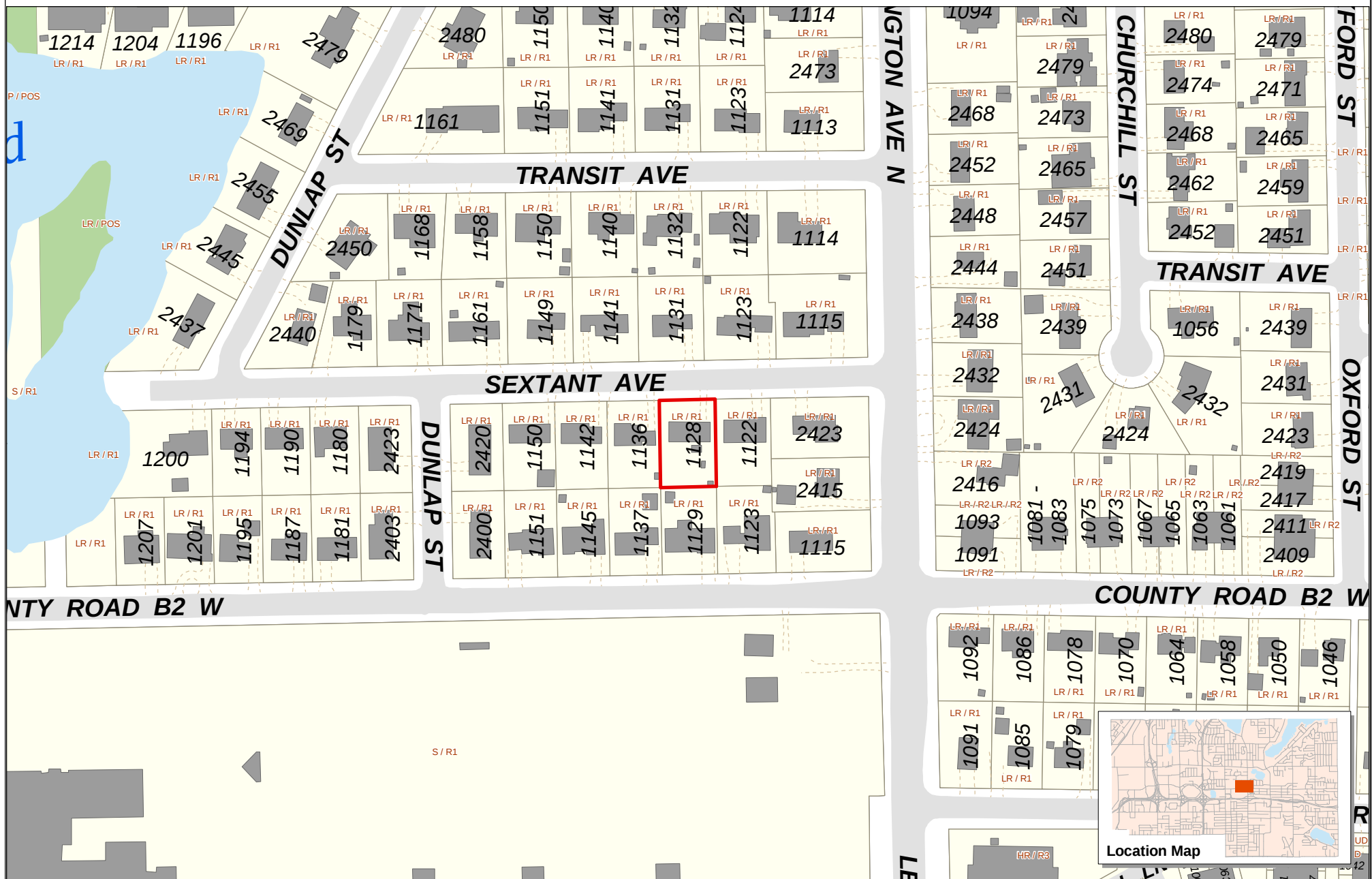
24 **REQUESTED COUNCIL ACTION**

25 Direct Community Development staff to proceed with issuing a Ramsey County Court Citation to the
26 property owner of 1128 Sextant to ensure abatement of the above referenced public nuisance violations.

27
Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 1128 Sextant

Abatement Request at 1128 Sextant Ave



Prepared by:
Community Development Department
Printed: May 8, 2009



Site Location

LR / R1 Comp Plan / Zoning Designations

Data Sources

* Ramsey County GIS Base Map (3/30/2009)

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 561-782-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes § 466.03, Subd. 21 (2000), and this disclaimer shall not be liable for any damages, and expressly waives all claims and defenses 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.

0 100 200 Feet

mapdoc: planning_commission_location.mxd

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06-08-09
Item No.: 12.b

Department Approval



City Manager Approval



Item Description: **Community Development Department Request to issue a Ramsey County Court Citation 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 public nuisance notice was sent in June of 2008 for deteriorated roofing, siding, soffits and windows.
 - The property owner reroofed the home in August, however, because no other repairs were made complaints from neighbors continued.
 - The remaining public nuisance violations were discussed at a public hearing on January 12th, 2009. The Council authorized staff to begin abatement of the violations (repair/repaint deteriorated siding) if the property was not brought into 'substantial compliance' by May 15, 2009.
 - Re-inspections on May 18 and May 26 have identified that the property is not in substantial compliance. The siding has been torn off of three sides of the house with no new siding re-installed and just sheathing exposed. A few windows have been replaced.
- Staff can no longer repair/repaint the siding, as originally authorized, because most of the siding has been removed.
- Current City Code violations and public nuisances include:
 - o The house still has some deteriorated siding on it and much of the house does not yet have a weather protective membrane (a violation of City Code Section 906.05.C).
 - o The property is in a condition which is offensive, has a blighting influence on the community and unreasonably annoys the public (a violation of City Code Section 407.01).
- 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).

27 **FINANCIAL IMPACTS**

28 Ramsey County Court Citation:

29 A court citation would not result in additional cost for the city as the prosecuting attorney
30 performs these cases as part of their contract.

31 **STAFF RECOMMENDATION**

32 Because staff can no longer abate the violations and public nuisances on this property as authorized by
33 Council, staff recommends the Council direct Community Development staff to issue a Ramsey County
34 Court Citation to Mr. Manzoor Moghul to ensure he abates the public nuisances and City Code
35 violations as soon as possible.

36 **REQUESTED COUNCIL ACTION**

37 Direct Community Development staff to abate the remaining City Code violations and public nuisances
38 at 648 Iona Lane by issuing a Ramsey County Court Citation to the owner of 648 Iona Lane.

39 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

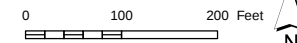
Comp Plan / Zoning
Designations

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: 06/08/09
Item No.: 12.c

Department Approval

City Manager Approval



Item Description: Consider a Resolution for the Imposition and Collection of Fees in the Housing Improvement Area for Westwood Village I (HF0052)

BACKGROUND

On January 23, 2009, the City Council held a public hearing regarding the setting of assessment amounts for the property owners within the Westwood Village I (WWVI) Housing Improvement Area. The assessments were to fund exterior improvements of the WWVI buildings. After the public hearing, the City Council adopted a fee resolution setting assessment amount for each property owner.

After the fee resolution for Westwood Village I (WWVI) was passed on January 23rd 2009, staff started working on putting the financing in place for the improvements. Staff had a previous understanding that the City of Roseville could directly place the loan for the HIA with Bremer Bank. Steve Bubul the HRA attorney was consulted regarding the HIA process that Roseville was undertaking for WWV I as he has extensive experience with HIAs. Mr. Bubul informed staff that the loan from Bremer is a "bond" within the meaning of Section 428A.16. That is, the City would essentially issue a bond when placing the loan with Bremer Bank, and used the proceeds to finance the housing improvements described in the ordinance. The bond can be either secured solely by the housing improvement fees, or also secured by the City's full faith and credit. Assuming the loan/bond is a general obligation, the City must reasonably expect that the housing improvements fees will be sufficient to pay debt service--the city's taxing power is pledged only as a back-up.

If the City wants to continue with financial assistance to WWVI without compromising cash reserves earmarked for City programs, then the City will need to issue open-market bonds. The bonds must meet all of the requirements of Minnesota statute, Chapter 475 (except no election is required and the bonds do not count against the city's net debt limits). That just means that this transaction is not handled like a commercial loan. Bond counsel would typically draft the documents, some of which need to be filed with the county auditor.

Mr. Bubul advised that the City must enter into a development agreement for the construction improvements at WWVI. This development agreement requires that the WWVI be responsible for any short falls that may occur from paybacks to the assessments after the bond has been issued. The fee resolution that was passed on January 23rd, 2009 allowed for pay off of the assessments anytime after issuances of the bonds. Staff did have Springsted look at what the financial probability of a shortfall

could be along with having WWVI maintain a debt service reserve to cover any shortfalls and felt that the risk was minimal. But because it is unknown how many early payoffs could happen after the issuance of bonds the, WWVI Board did not want to assume the risk of paying back significant shortfalls due to early payoffs and has requested that the City of Roseville modify the fee resolution to not allow for any payoffs of the assessment after the bonds are issued. Staff has sent notice out to all property owners allowing for early pay off or a portion until July 23rd if the new fee resolution is passed on June 8th at the City Council Meeting. In addition Staff has also sent out letters to residents that have partially and in full prepaid their assessments allowing for them to either get a full refund with interest or just the interest that has been earned for the money sitting in an interest bearing account with the City because of the delay. All assessment amounts stayed the same from what was adopted on January 23rd, 2009 and will not change as part of the new fee resolution.

In addition a disbursement agreement needs to be entered into. The disbursement agreement allows for collection of lien waivers each time the contractor requests payment. This is a similar document that has been used in other communities when HIA funds were bonded for.

All of the same rights that were provided for on the passing of the Fee Resolution on January 23rd, 2009 will be followed when this new fee resolution is adopted on June 8, 2009. The owners will have 45 days to veto the Resolution of Adoption of Fee. If owners of at least 35 percent of the housing units within the Housing Improvement Area file an objection with the City Clerk before the effective date of this Resolution. The fee resolution that was adopted on January 23rd, 2009 did not have one veto sent to the City Clerk.

POLICY OBJECTIVE

The prior establishment of a Housing Improvement Area supported investment in multi-family buildings and neighborhoods consistent with the goals identified in Imagine Roseville 2025, the Roseville Comprehensive Plan, and the Roseville HRA's Strategic Plan. The passage of the fee resolution will allow for the project to move forward.

FINANCIAL IMPACT

The City will be collecting an administrative fee to cover the costs of the issuance of the bonds and staff time.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the new fee resolution, and authorize the City of Roseville to enter into a development agreement and disbursing agreement as it relates to the exterior improvements to be undertaken at Westwood Village I,

REQUESTED COUNCIL ACTION

1) Adopt attached resolution that imposes fees for the improvement of the units within Westwood Village I.
(See attachment A)

-and-

75 Authorize the City of Roseville to enter into a Development Agreement with Westwood Village
76 Association. (See attachment B)

77

78 -and-

79

80 Authorize the City of Roseville to enter into a Disbursement Agreement with Commercial Partners Title,
81 LLC., and Westwood Village Association. (See attachment C).

82

83 Prepared by: Jeanne A. Kelsey, Housing Program Coordinator (651-792-7086)

84

85 Attachment A – Assessment Notice Allowing for Pre or Partial Payment

86 Attachment B – Assessment Notice for Residents that had Partial or Fully Paid

**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 8th day of June, 2009, at 6:00 p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION No. _____

**A RESOLUTION IMPOSING IMPROVEMENT FEES IN THE HOUSING
IMPROVEMENT AREA AND
PROVIDING FOR THE COLLECTION OF THE FEES**

WHEREAS, pursuant to Minnesota Statutes Section 428A.13, the Roseville City Council has established by Ordinance No. 1337 (the "Ordinance") a housing improvement area for the Westwood Village I Townhomes (the "Housing Improvement Area"); and

WHEREAS, the City has received a petition signed by at least 25 percent of the owners of units in the Housing Improvement Area requesting the City Council to hold a hearing regarding the imposition of a housing improvement fee to finance certain Housing Improvements (as that term is defined in the Ordinance); and

WHEREAS, after proper notice duly given as required by Minnesota Statutes, Section. 428A.14, the City Council on June 8, 2009 held a public hearing regarding the imposition of a fee to finance the cost of housing improvements within the Housing Improvement Area, at which all persons, including owners of property within the Housing Improvement Area, were given an opportunity to be heard.

WHEREAS, Prior to the date hereof, Westwood Village Association (the "Association") has submitted to the City a financial plan prepared by Reserve Data Analysis, Inc., an independent third party, acceptable to the City and the Association, that provides for the Association to finance maintenance and operation of the common elements in the Housing Improvement Area and a long-range plan to conduct and finance capital improvements therein, all in accordance with Section Minnesota Statutes, Section 428A.14; and

WHEREAS, by Resolution No. 10686 approved January 26, 2009 (the "Prior Fee

Resolution”), the City imposed a housing improvement fee for the Housing Improvement Area; and

WHEREAS, this resolution is intended to supersede the Prior Fee Resolution in all respects.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Roseville, Minnesota, as follows:

1. The City hereby imposes a fee on each housing unit within the Housing Improvement Area (the "Housing Improvement Fee"), as specified in Attachment A attached hereto, which Housing Improvement Fee is imposed on the basis of the cost allocation described in the Association’s Second Amended Declaration for Common Interest Community No. 727 dated April 25, 2008.

2. The owner of any housing unit against which the Housing Improvement Fee is imposed may, at any time before the effective date of this Resolution, pay all or a portion of the total Housing Improvement Fee imposed against such housing unit as specified in Attachment A hereto to the City Treasurer, without interest thereon; provided that if only a portion is prepaid the prepayment amount must be at least 25% of the total fee for that unit. Any Housing Improvement Fee (or a portion thereof) not prepaid in accordance with this Section or Section 3(a), below, shall be payable solely in accordance with Section 4 hereof, and may not be prepaid in whole or in part.

3. If, prior to the date of approval of this Resolution, the owner of any unit in the Housing Improvement Area prepaid the fee imposed under the Prior Fee Resolution, such owner must, by the effective date of this resolution, file a written notice with the City Clerk indicating that the owner elects one of the following two options:

(a) The owner ratifies its decision to prepay the Housing Improvement Fee, in which event the City will retain the amount of the prior prepayment and treat such amount as a prepayment under Section 2 of this Resolution. If this option is selected, the City will refund to the owner the interest accrued on the amount of the owner’s prepayment at the rate of 4.5% accrued from the date of prepayment through June 8, 2009. Such refund will be paid to the owner promptly after the effective date of this Resolution.

(b) The owner withdraws its prior prepayment, in which event the City will return to the owner the amount of the prior prepayment together with interest accrued on such amount at the rate of 4.5% accrued from the date of prepayment through June 8, 2009. Such refund will be paid to the owner promptly after the effective date of this Resolution.

If an owner who previously prepaid does not timely file a written notice electing either option (a) or (b) above, the City will treat the prepayment as being ratified, and the City will retain that amount as a prepayment under this Resolution; provided that in such event, the City will not refund interest to the owner as described in paragraph (a) of this Section.

Furthermore, notwithstanding anything to the contrary herein, if this Resolution does not become effective because of a veto by unit owners in accordance with Minnesota Statutes, Section 428A.18,

the City will promptly refund to any owner the amount of any prepayment under Section 2 or Section 3(a) hereof, together with interest at the rate of 4.5% accrued from the date of prepayment through June 8, 2009 in the case of any prepayment made before June 8, 2009 under the Prior Fee Resolution; and without interest in the case of any prepayment made after June 8, 2009 under this Resolution.

4. If not prepaid in accordance with Section 2 or Section 3(a) hereof, the Housing Improvement Fee (or unpaid portion thereof) shall be payable in equal annual installments extending over a period of fifteen years, the first of the installments to be payable in calendar year 2010, which annual payment shall be deemed to include interest on unpaid Housing Improvement Fee from the date of this Resolution at an annual interest rate of 7.75% per annum. The total original principal amount of the Housing Improvement Fees for each unit is shown in Attachment A.

5. The Housing Improvement Fee, unless prepaid in accordance with Section 2 or Section 3(a) hereof, shall be payable at the same time and in the same manner as provided for payment and collection of ad valorem taxes, as provided in Minnesota Statutes, Sections 428A.15 and 428A.05.

6. Within five days after the adoption of this Resolution, the City Manager is authorized and directed to mail to the owner of each housing unit in the Housing Improvement Area: (a) a summary of this Resolution; (b) notice that owners subject to the Housing Improvement Fee have a right to veto this Resolution if owners of at least 35 percent of the housing units within the Housing Improvement Area file an objection with the City Clerk before the effective date of this Resolution; and (b) and notice that a copy of this resolution is on file with the City Clerk for public inspection.

7. Upon the effective date of this Resolution, the City Manager shall forthwith transmit a certified duplicate of this Resolution to the County Property Records and Taxation Division to be extended on the property tax list of the County, with the direction that the Housing Improvement Fees that were not prepaid as described herein shall be paid over in the same manner as other municipal taxes.

8. This Resolution shall be effective 45 days after adoption hereof.

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

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

and the following voted against the same:

WHEREUPON said resolution was declared duly passed and adopted.

ATTACHEMENT A

Assessment breakdown for Westwood Village I

Items	Location/ Detail	Assn Total	#1	#2	#3	#4	#5
			Unit 2656	Unit 2652	Unit 2640	Unit 2666	Unit 2644
Roof, Gutters, Downspouts, Soffits	Common (1/47th)	\$ 339,732.00	\$ 7,228.34	\$ 7,228.34	\$ 7,228.34	\$ 7,228.34	\$ 7,228.34
Doors (1 Garage, 1 courtyard)	Common (1/47th)	\$ 65,253.00	\$ 1,388.36	\$ 1,388.36	\$ 1,388.36	\$ 1,388.36	\$ 1,388.36
Exterior lights per unit	Common (1/47th)	\$ 20,340.00	\$ 433.00	\$ 433.00	\$ 433.00	\$ 433.00	\$ 433.00
Common Siding (garage walls, courtyards ends, misc walls.	Common (1/47th)	\$ 537,153.07	\$ 11,584.79	\$ 11,584.79	\$ 11,584.79	\$ 11,584.79	\$ 11,584.79
Siding (# of levels)	Varies Front/Back: Cost per sq of siding \$461.45	\$ 271,563.32	\$ 6,460.30	\$ 5,768.13	\$ 5,306.68	\$ 4,153.05	\$ 3,230.15
No. of sq. on front/back of units	**Calculation on following page		Fourteen Sq.	Twelve and a half sq.	Eleven and a half Sq.	Nine Sq.	Seven Sq.
Permit	Common (1/47th)	\$ 17,860.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
Disposal	Common (1/47th)	\$ 9,600.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 205.00
Aluminum Wrap	Common (1/47th)	\$ 67,945.50	\$ 1,445.65	\$ 1,445.65	\$ 1,445.65	\$ 1,445.65	\$ 1,445.65
Subtotal		\$ 1,329,446.89	\$ 29,125.44	\$ 28,433.27	\$ 27,971.82	\$ 26,818.19	\$ 25,895.29
Building Contingency 20%		\$ 265,889.36	\$ 5,825.09	\$ 5,686.66	\$ 5,594.37	\$ 5,363.64	\$ 5,179.06
Total Amount		\$ 1,595,336.25	\$ 34,950.53	\$ 34,119.93	\$ 33,566.19	\$ 32,181.83	\$ 31,074.35

*** All Items include labor and material.

#1 Unit 2656, 2658, 2660, 2662, 2694, 2696, 2702,
2704, 2706, 2712, 2714, 2718, 2722, 2724, 2726,
2728, 2730, 2734

#2 Unit 2652, 2700, 2708, 2716, 2720, 2732

#3 Unit 2640, 2642, 2646, 2648, 2650, 2654, 2668
2670, 2672, 2674, 2676, 2678, 2680, 2682, 2686
2688, 2690

#4 Unit 2666, 2664, 2692, 2710

#5 Unit 2644, 2684

Fifth Draft, May 27, 2009

DEVELOPMENT AGREEMENT

Between

CITY OF ROSEVILLE, MINNESOTA

and

WESTWOOD VILLAGE ASSOCIATION

Dated as of _____, 2009

This document was drafted by:
KENNEDY & GRAVEN, Chartered
470 U.S. Bank Plaza
Minneapolis, Minnesota 55402
Telephone: (612) 337-9300

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 2009, by and between the CITY OF ROSEVILLE, a Minnesota municipal corporation (the "City") and WESTWOOD VILLAGE ASSOCIATION, a Minnesota nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, the City is authorized under Minnesota Statutes, Sections 428A.11 through 428A.21 (the "Act") to establish by ordinance a housing improvement area within which housing improvements are made or constructed and the costs of the improvements are paid in whole or in part from fees imposed within the area; and

WHEREAS, by Ordinance No. 1377 adopted September 22, 2008 (the "Enabling Ordinance"), the Council established the Westwood Village I Housing Improvement Area (the "Housing Improvement Area") in order to facilitate certain improvements to property known as the Westwood Village I Townhouses, which property is legally described in Schedule A hereto and is hereafter referred to as the "Property;" and

WHEREAS, by Resolution No. _____ adopted June 8, 2009 (the "Fee Resolution"), the City Council imposed a housing improvement fee on Housing Units (as hereinafter defined) in the Housing Improvement Area in order to finance the Housing Improvements (as hereinafter defined) on the Property; and

WHEREAS, the Act authorizes the City to issue bonds in the amount necessary to defray the expense to be incurred in making the Housing Improvements, which bonds are payable primarily from proceeds of the fee imposed under the Fee Resolution and may be further secured by the pledge of the City's full faith, credit and taxing power; and

WHEREAS, prior to adoption of the Fee Resolution by the City Council, the Association submitted to the City a financial plan in accordance with the Act that provides for the Association to finance maintenance and operation of the common elements in the Housing Improvement Area and a long-range plan to conduct and finance capital improvements therein; and

WHEREAS, the City believes that development of the Housing Improvements to the Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Housing Improvement Area has been undertaken.

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

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Sections 428A.11 to 428A.21, as amended.

"Annual Debt Service" means the amount of principal, interest and redemption premium, if any, payable on the Bonds on any August 1 and the next succeeding February 1.

"Construction Manager" means Load Bearing, Inc., the construction managers selected by the Association to prepare or cause to be prepared the construction plans for the Housing Improvements.

"Association" means Westwood Village Association or its permitted successors and assigns.

"Association's Authorized Representative" means the President of the Association.

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

"Bonds" means the general obligation bonds or obligations issued by the City under Section 3.1 hereof to finance the Housing Improvements pursuant to the Act, and any bonds or obligations issued to refund any Bonds.

"Bond Fund" means the debt service fund for the Bonds to be established under the Bond Resolution.

"Bond Resolution" means the resolution to be approved by the Council awarding the sale and establishing the terms of the Bonds.

"Contingency Fund" means the contingency fund to be established under the Bond Resolution and to be funded and disbursed as provided in Section 3.5 of this Agreement.

"City" means the City of Roseville, Minnesota.

"City's Authorized Representative" means the City's Community Development Director or other City staff designated in writing by the Community Development Director to serve that function.

"Certificate of Completion" means the certification provided to the Association, pursuant to Section 4.3 of this Agreement.

"Completion Date" means the date of actual completion of the Housing Improvements as certified by the City's Authorized Representative pursuant to Section 4.3 hereof.

"Construction Management Contract" means the agreement by and between the Association and the Construction Manager pertaining to preparation of the construction specifications and supervision of construction of the Housing Improvements.

"Construction Contract" means the construction contract between the Association and the Contractor.

"Contractor" means Eagle Siding, Inc.

"Council" means the City Council of the City.

"County" means the County of Ramsey, Minnesota.

"Disbursing Agent" means _____.

"Disbursing Agreement" means the Disbursing Agreement between the City, the Disbursing Agent and the Developer dated as of _____, 2009.

"Enabling Ordinance" means Ordinance No. 1377 adopted by the Council on September 22, 2008, which establishes the Housing Improvement Area.

"Event of Default" means an action by the Association listed in Article VII of this Agreement.

"Fee" means the housing improvement fee in connection with the Housing Improvements imposed on all Housing Units in the Housing Improvement Area pursuant to the Fee Resolution.

"Fee Resolution" means Resolution No. _____, adopted by the Council on June 8, 2009, which imposes the Fee.

"Fee Revenues" means all proceeds of the Fee payable to the City.

"Financial Advisor" means Springsted, Incorporated, or any successor Independent financial advisory firm retained by the City.

"Financial Plan" means the Capital Reserve Plan for Major Repairs and Replacements, dated September 1, 2008, submitted to the City, as amended annually pursuant to Section 6.3 hereof.

"Fiscal Year" means any year commencing January 1 and ending December 31.

"Housing Improvement Area" means the real property located within the Westwood Village I Housing Improvement Area.

"Housing Improvements" means the housing improvements to the Property as set forth in Schedule B hereof.

"Housing Unit" means real property and improvements thereon within the Housing Improvement Area, consisting of a one-dwelling unit, or an apartment as described in Minnesota

Statutes, Chapter 515 or 515A, that is occupied or intended to be occupied by a person or persons for use as a residence.

"Independent", when used with reference to an attorney, engineer, architect, certified public accountant, or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the Association or the transaction to which his or her certificate or opinion relates (other than the payment to be received for professional services rendered), and (iii) is not connected with the City or the Association as an officer, director or employee.

"Reserve Specialist" means a person or entity, experienced in the study and management of common interest community housing and, unless otherwise specified herein, retained or employed by the Association and acceptable to the City whose acceptance shall not be unreasonably withheld.

"Maturity Date" means the date the Bonds have been fully paid, defeased or redeemed in accordance with their terms.

"Net Revenues Available for Debt Service" means, as of the date of calculation, the balance in the Bond Fund and any other fund into which Fee Revenues have been deposited as of the date of calculation, less the amount of fees, as estimated by the City's Financial Advisor, that are anticipated to be payable by the City in connection with the Bonds on or before the next Payment Date to the City's Financial Advisor, the registrar for the Bonds, and the paying agent for the Bonds.

"Payment Date" means any date on which the principal, interest and redemption premium, if any, is due and payable on the Bonds.

"Project Fund" means the Project Fund to be created by the Bond Resolution.

"Property" means the real property described in Schedule A of this Agreement.

"State" means the State of Minnesota.

"Unavoidable Delays" means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of strikes, other labor troubles, fire or other casualty to the Housing Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays. Unavoidable Delays shall not include delays in the Association's obtaining of permits or governmental approvals necessary to enable construction of the Housing Improvements by the dates such construction is required under Section 4.3 of this Agreement.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

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

(b) The undertaking of the Housing Improvements and the issuance by the City of the Bonds are authorized by the Act.

(c) On Monday, September 22, 2008, after due publication and mailing of notice of hearing, the Council held a public hearing on the adoption of the Enabling Ordinance and approved a first reading thereof.

(d) On Monday, June 8, 2009, after receipt of petitions by owners of at least 25 percent of the Housing Units in the Housing Improvement Area and due publication and mailing of notice of hearing, the Council held a public hearing on the adoption of the Fee Resolution and adopted the Fee Resolution (which Fee Resolution superseded in all respects Resolution No. 10686 adopted by the City on January 26, 2009 regarding the Fee).

(e) The periods for veto of both the Enabling Ordinance and the Fee Resolution have expired without objection by owners of at least 35 percent of the Housing Units in the Housing Improvement Area, all in accordance with the Act.

(f) To finance costs of the Housing Improvements, the City proposes to issue the Bonds as provided in the Act, and to disburse the proceeds thereof to the Association pursuant to this Agreement. The City will initially issue Bonds in the aggregate principal amount as described in Section 3.1 hereof and the Bonds shall be in the form and shall be subject to the terms and provisions set forth in the Bond Resolution and the terms of this Agreement.

(g) There is no litigation pending or, to the best of its knowledge, threatened against the City relating to the Housing Improvements or to the Bonds or questioning the powers or authority of the City under the Act, or questioning the corporate existence or boundaries of the City or the title of any of the present officers of the City to their respective offices.

(h) The execution, delivery and performance of this Agreement do not violate any agreement or any court order or judgment in any litigation to which the City is a party or by which it is bound.

Section 2.2. Representations and Warranties by the Association. The Association represents and warrants that:

(a) The Association is a nonprofit corporation, duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its articles of incorporation, bylaws or the laws of the State, is duly authorized to transact business within the

State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its board of directors.

(b) The Association will construct, operate and maintain the Housing Improvements in accordance with the terms of this Agreement, the Financial Plan, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations, the City stormwater management plan and watershed district requirements).

(c) The Association has received no notice or communication from any local, state or federal official that the activities of the Association or the City in the Housing Improvement Area may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Association is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.

(d) The Association will construct the Housing Improvements in accordance with all local, state or federal energy-conservation laws or regulations, to the extent such laws or regulations apply to the Housing Improvements.

(e) The Association will cause the Construction Manager or Contractor to obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Housing Improvements and the Drainage Improvements may be lawfully constructed.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any corporate restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Association is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) Whenever any Event of Default occurs and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Association under this Agreement, the Association agrees that it shall, within ten days of written demand by the City pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City. The parties agree and understand that failure of any Housing Unit owner to pay any Fee is not an Event of Default by the Association.

ARTICLE III

Issuance of Bonds; Disbursement of Proceeds

Section 3.1. Issuance of Bonds. (a) In order to provide funds to defray the costs of the Housing Improvements, the City will issue the Bonds in the maximum principal amount that is supported by the Fee Revenues and will produce total funds in the amount of \$1,595,336 (the "Net Project Amount"), including: (i) proceeds of the Bonds, net of costs of issuance, administrative costs, and capitalized interest; and (ii) all Fee Revenues prepaid by owners of Housing Units prior to issuance of the Bonds in accordance with the Fee Resolution.

At closing on issuance of the Bonds, proceeds will be applied as follows: into the Bond Fund will be deposited capitalized interest through August 1, 2010 together with accrued interest on the Bonds, if any; into the Administration Fund will be deposited costs of issuance; into the Contingency Fund will be deposited the amount specified in Section 3.5 hereof; and into the Project Fund will be deposited the balance of proceeds of the Bonds together with prepaid Fee Revenues. Moneys in the Project Fund will be disbursed from time to time to pay the costs of Housing Improvements in accordance with the Disbursing Agreement. None of the funds in the Project Fund shall be used for any purposes other than payment or reimbursement of such costs of the Housing Improvements. The City will sell the Bonds by September 1, 2009, subject to Unavoidable Delays and the City's ability to issue the Bonds under existing laws and market conditions.

(b) Under the Bond Resolution, all Fee Revenues (excluding Fee Revenues prepaid by owners of Housing Units prior to issuance of the Bonds in accordance with the Fee Resolution) in excess of the amount necessary to pay when due the principal, interest and redemption premium, if any, on the Bonds will be deposited into a separate revenue account to be established under the Bond Resolution and maintained by the City until the Maturity Date (referred to as the "Surplus Fund"). Subject to the prior pledge of Fee Revenues to payment of principal and interest on the Bonds, the City may at its sole discretion apply funds the Surplus Fund (i) to pay registrar and paying agent fees, if any, in connection with the Bonds; (ii) to pay other administrative costs in connection with the Bonds or the Housing Improvement Area; (iii) to pay costs in connection with enforcement by the City of the Association's obligations under this Agreement (provided that any such payment is subject to reimbursement by the Association pursuant to Section 2.2(h) hereof, and nothing in this Section 3.1(b) shall be construed to require the City to pay costs of enforcement in the first instance as provided herein); and (iv) in accordance with Section 3.4 hereof.

(c) The City and Association agree, and the Bond Resolution shall so provide, that interest earnings on funds in the Bond Fund, the Project Fund and the Contingency Fund will be credited to the respective fund from which the interest was derived. Interest earnings on all other funds and accounts will be credited to the surplus revenue account described in Section 3.1(b).

Section 3.2. Deposit of Funds by Association. If the City shall at any time in good faith determine that the amount of funds then on deposit in the Project Fund and the Contingency Fund, combined, together with expected earnings thereon, is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Housing Improvements and shall thereupon send written notice thereof to the Association specifying the additional amount required to be deposited by the Association to provide sufficient

funds to complete the Housing Improvements, the Association agrees that it will, within ten (10) calendar days of receipt of any such notice, deposit with the City the amount of funds specified in the notice and shall authorize the City to disburse such funds prior to disbursement of any additional proceeds of the Bonds.

Section 3.3. Application of Project Fund Balance. Any amounts remaining in the Project Fund upon completion of the Housing Improvements shall be applied in accordance with Section 3.4 hereof.

Section 3.4. Application of Fee Revenues or Fund Balance. In the event that, (a) any balance remains in the Project Fund upon the final disbursement therefrom for costs of the Housing Improvements; (b) there is any balance in the Surplus Fund described in Section 3.1(b), or (c) at any time before the Maturity Date the City has available to it Fee Revenues (excluding the proceeds of any refunding Bonds), together with amounts on hand in any funds or accounts under the Bond Resolution, in the amount sufficient to redeem or defease the Bonds in advance of their maturity, as determined by the City's Financial Advisor, the City may, in its sole discretion:

(a) apply such excess Fee Revenues or fund balance to redeem or defease all or any portion of the Bonds; or

(b) by resolution of the Council, disburse all or any portion of such excess Fee Revenues or Project Fund balance, as the case may be, to the Association for deposit into the replacement fund maintained by the Association (the "Replacement Reserve Fund"). The Association shall establish and maintain a separate subaccount in the Replacement Reserve Fund (the "Excess Revenue Subaccount") in which excess Fee Revenues or any fund balance deposited hereunder, together with interest earnings thereon, shall be maintained. Amounts in the Excess Revenue Subaccount of the Replacement Reserve Fund shall be expended only for Housing Improvements (as defined in the Enabling Ordinance) that are selected by the Association; provided that before making any disbursement of funds from the Excess Revenue Subaccount, the Association shall submit written plans and cost estimates for such Housing Improvements to the City's Authorized Representative, which plans shall be deemed approved unless rejected in writing by the City's Authorized Representative within 30 days after receipt thereof; or

(c) any combination of paragraphs (a) and (b) above.

Any balance remaining after the Maturity Date in the Bond Fund or any other fund into which Fee Revenues have been deposited shall be transferred by the City to the Association for deposit into the Excess Revenue Subaccount of the Replacement Reserve Fund. Expenditures from the Excess Revenue Subaccount shall be subject to the conditions described in clause (b) above. All covenants and obligations of the Association under this Section shall survive the Maturity Date.

Section 3.5. Contingency Fund. Bond proceeds in the amount of \$265,889.36 shall be deposited in a special Contingency Fund maintained by the City. The Contingency Fund may be invested as directed by the City and will be disbursed in accordance with this Section. If amounts in the Project Fund are insufficient to pay all costs of the Housing Improvements, then amounts in the Contingency Fund shall be transferred to the Project Fund for disbursement therefrom in accordance with the Disbursing Agreement. Any balance remaining the Contingency Fund after issuance of the

Certificate of Completion for the Housing Improvements shall be promptly returned to the Association for refund to Housing Unit owners, based upon the amount of the Fee assessed against each Housing Unit and the allocation of costs for each item as provided on Attachment A to the Fee Resolution.

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ARTICLE IV

Construction of Housing Improvements

Section 4.1. Construction of Housing Improvements. The Association agrees that it will cause the Housing Improvements on the Property to be constructed in accordance with the Construction Management Contract and the Construction Contract, and that at all times prior to the Maturity Date the Association will operate and maintain, preserve and keep the Housing Improvements or cause the Housing Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition, all in accordance with Article VI hereof.

Section 4.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Association shall complete the construction of the Housing Improvements by April 1, 2010. The Association agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Association, and such successors and assigns, shall promptly begin and diligently prosecute to completion the construction of the Housing Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Until construction of the Housing Improvements has been completed, the Association shall make reports, in such detail and at such times as may reasonably be requested by the City as to the actual progress of the Association with respect to such construction.

Section 4.3. Certificate of Completion. (a) Promptly after substantial completion of the Housing Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Association to construct the Housing Improvements (including the dates for beginning and completion thereof), the City will furnish the Association with an appropriate instrument so certifying. Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of the Association, and its successors and assigns, to construct the Housing Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Association under Article VI hereof.

(b) The certificate provided for in this Section 4.3 of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.3 of this Agreement, the City shall, within thirty (30) days after written request by the Association, provide the Association with a written statement, indicating in adequate detail in what respects the Association has failed to complete the Housing Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for the Association to take or perform in order to obtain such certification.

(c) The construction of the Housing Improvements shall be deemed to be substantially completed as determined by the City's Authorized Representative, who may execute the certificate of completion on behalf of the City.

ARTICLE V

Insurance

Section 5.1. Insurance. (a) The Association will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Housing Improvements, and after completion through the Maturity Date, insurance regarding the Housing Improvements that complies with Minnesota Statutes, Chapter 515B.3-113 and Section 11 of the Associations common interest community declaration.

(b) The insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Association which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Association will deposit annually with the City policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Association and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Association may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Association shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Housing Improvements.

(c) The Association agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Property, the Housing Improvements or any portion thereof resulting from fire or other casualty. In such event the Association will forthwith repair, reconstruct and restore the Housing Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Association will apply the Net Proceeds of any insurance relating to such damage received by the Association to the payment or reimbursement of the costs thereof.

The Association shall complete the repair, reconstruction and restoration of the Housing Improvements and the Property, whether or not the Net Proceeds of insurance received by the Association for such purposes are sufficient to pay for the same. Any Net Proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Association.

Nothing in this Section 5.1(b) will be construed to require the Association to repair, reconstruct or restore any portions of the Property that belong solely to owners of individual Housing Units and are not covered by the Association's master insurance policy.

(d) The Association and the City agree that all of the insurance provisions set forth in this Article V shall terminate upon the earlier of the Maturity Date or termination of this Agreement.

ARTICLE VI

Special Covenants

Section 6.1. No Warranty of Condition or Suitability, Indemnification. (a) The City does not make any warranty, either express or implied, as to the design or capacity of the Housing Improvements, as to the suitability for operation of the Housing Improvements or that they will be suitable for the Association's purposes or needs. The Association releases the City from, agrees that the City shall not be liable for, and agrees to hold the City, its Council and its respective officers and employees, harmless against, any claim, cause of action, suit or liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Housing Improvements or the use thereof.

(b) The Association further agrees to indemnify and hold harmless the City its officers and employees, against any and all losses, claims, damages or liability to which the City its officers and employees, may become subject under any law arising out of any act, omission, representation or misrepresentation of the Association in connection with the issuance and sale of the Bonds and the carrying out of the transactions contemplated by this Agreement, and to reimburse the City, its officers and employees, for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the City, its officers and employees, in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions relating thereto. The City agrees, at the request and expense of the Association, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses which may be available to the City. The provisions of this Section shall survive the payment and redemption of the Bonds.

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

(d) The covenants of the City and the Association, respectively under this Agreement are intended solely for the benefit of the parties hereto, and no contractor, Housing Unit owner or occupant, or any other party shall have any rights or interests as a third party beneficiary under this Agreement.

Section 6.2. Financial Statements. The Association agrees to furnish to the City, by no later than the August 15 following the end of each Fiscal Year until the later of the Maturity Date and the date all excess Fee Revenues and Project Fund balance, if any, have been disbursed in accordance with Section 3.4 hereof, a copy of the annual audited financial statements of the Association for the preceding Fiscal Year, including a balance sheet and operating statements, audited by an Independent certified public accountant. Such financial statements shall be accompanied by a separate written statement from such Independent certified public accountant preparing such report that such Independent accountant has obtained no knowledge of any default by the Association in the fulfillment of any of the terms, covenants, provisions or conditions of this Agreement or if such accountant shall have obtained knowledge of any such default the accountant shall disclose in such statement the default and the nature thereof, but such accountant shall not be liable directly or

indirectly to any party for failure to obtain knowledge of any default. The Association and the City agree and understand that compliance with this Section constitutes compliance with Section 7(a) of the Enabling Ordinance.

Section 6.3. Financial Plan; Annual Reports. The Association agrees to furnish to the City, by no later than 120 days after the end of each Fiscal Year until the later of the Maturity Date and the date all excess Fee Revenues and Project Fund balance, if any, have been disbursed in accordance with Section 3.4 hereof, an updated Financial Plan for the Property prepared by a Reserve Specialist acceptable to the City, in substantially the form of the initial Financial Plan and providing plans for capital improvements to the Property through the Maturity Date.

Section 6.4. Records and Inspection. The Association shall maintain (i) copies of federal, state, municipal and other licenses and permits obtained by the Association relating to the operation of the Property, the Housing Improvements, (ii) financial books and records reflecting the operations of the Property, the Housing Improvements, and (iii) all other documents, instruments, reports and records required by any provision of this Agreement or the Financial Plan or by law relating to the Property or the affairs of the Association. The City shall have the right to inspect all such materials, except any materials made private or confidential by federal or state law or regulation, and the Property at all reasonable times and to make such copies and extracts as it may desire. At the request of the City the Association shall furnish to the City, at the Association's expense, a copy of any such materials which are required by the City in the performance of its duties under this Agreement, the Enabling Ordinance, the Fee Resolution or the Act.

Section 6.5. Maintenance of Property. The Association agrees that so long as the Bonds are outstanding, the Association will keep or cause to be kept the Housing Improvements in good repair and good operating condition at its own cost. The Association shall make all repairs, replacements and improvements to the Property specified in the Financial Plan, as such plan may be amended in accordance with Section 6.3 hereof.

Section 6.6. Covenant to Maintain Net Revenues Available for Debt Service. (a) In the event that, 10 business days before any Payment Date, the Net Revenues Available For Debt Service are less than 105 percent of the total principal and interest due on the Bonds on such Payment Date, the City will provide written notice to the Association of such fact and the amount of the deficiency. The City will use reasonable efforts to investigate the reason for the deficiency and will briefly describe the results of such investigation, if any, in the written notice. Within 10 days after receipt of such notice of deficiency in Net Revenues Available for Debt Service, the Association shall be liable for and shall pay the City such deficiency. Failure on the part of the City to provide the notice of the deficiency at the time specified herein shall not relieve the Association of its obligation to make the required payment 10 days after the actual notice of the deficiency is provided by the City to the Association. Failure on the part of the Association to make the required payment under this Section within 10 days after receipt of notice thereof shall entitle the City to exercise its remedies under this Agreement, notwithstanding any cure period provided in Article VII hereof.

(b) In the event that the Association makes any payment to the City under Section 6.6(a), and a balance of Fee Revenues remains in the Debt Service Fund on the Maturity Date, then on or promptly after the Maturity Date the City shall return to the Association the amount of the prior

payment, without interest thereon. Nothing in this Section 6.6(b) shall be construed to relieve the obligation of the Association to make any payment required under Section 6.6(a) hereof.

Section 6.7. Association to Maintain its Existence. The Association agrees that, so long as the Bonds are outstanding, it will maintain its existence as a nonprofit corporation under the laws of Minnesota; will not dissolve or otherwise dispose of all or substantially all of its assets; and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

Section 6.8. Prohibition Against Assignment of Agreement. The Association represents and agrees that prior to the Maturity Date the Association has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or any trust or power, or transfer in any other mode or form of or with respect to the Association's rights, interests or obligations under this Agreement or any part thereof, or any contract or agreement to do any of the same, without the prior written approval of the City.

Section 6.9. Notice of Fee Upon Transfer of Housing Units. The Association agrees that it will use its best efforts to ensure that owners of each Housing Unit upon which a Fee is imposed under the Fee Resolution provide notice of the Fee to prospective buyers or transferees upon any sale or transfer of the Housing Unit. Such efforts by the Association shall include, but are not limited to ensuring that Housing Unit owners include a description of the Fee in each disclosure certificate provided to the purchaser as required under Minnesota Statutes, Section 515B.4-107 or any successor statute.

Section 6.10. Experienced Property Manager. So long as the Bonds are outstanding, the Association agrees to maintain “experienced professional property management” for the Property. For purposes of this subsection, “experienced professional management” shall mean either M&H Property Management, or another full time property manager selected by the Association that meets the following criteria:

- (i) has at least five years of executive property management experience, including experience with multi-unit residential housing;
- (ii) has experience working with boards and membership organizations;
- (iii) has demonstrated knowledge of maintenance and construction issues;
- (iv) has demonstrated knowledge of accounting, financial reporting, budgeting and related issues; and
- (v) does not have an ownership interest in any Housing Unit and is not the spouse, child, parent or sibling of anyone who has an ownership interest.

ARTICLE VII

Events of Default

Section 7.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by any party to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section 7.2 after providing thirty days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within thirty days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible:

(a) Suspend its performance under the Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement.

(b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 7.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Association is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article VII.

Section 7.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

(The remainder of this page is intentionally left blank.)

ARTICLE VIII

Additional Provisions

Section 8.1. Conflict of Interests; City Representatives Not Individually Liable. The City and the Association, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the Association, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Association or successor or on any obligations under the terms of the Agreement.

Section 8.2. Equal Employment Opportunity. The Association, for itself and its successors and assigns, agrees that during the construction of the Housing Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 8.3. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 8.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Association, is addressed to or delivered personally to the Association at 2708 Mackubin Street, Roseville, Minnesota 55113, Attention: Project Manager; and

(b) in the case of the City, is addressed to or delivered personally to the City at 2660 Civic Center Drive, Roseville, Minnesota 55113, Attention: Community Development Director

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

Section 8.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 8.7. Recording. Either party may record this Agreement and any amendments thereto with the Ramsey County Recorder. The Association shall pay all costs for recording.

Section 8.8 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Association and their respective successors, heirs and assigns.

Section 8.9. Amendment. This Agreement may be amended only by written agreement of the parties hereto.

(The remainder of this page is intentionally left blank.)

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

CITY OF ROSEVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by _____ and _____, the Mayor and City Manager, respectively, of the City of Roseville, Minnesota, a municipal corporation, on behalf of the City.

Notary Public

WESTWOOD VILLAGE ASSOCIATION

By _____
Its _____

By _____
Its _____

STATE OF MINNESOTA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ and _____, the _____ and _____ of Westwood Village Association, a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public

SCHEDULE A

PROPERTY

Lots 1 through 3, Block 1, Westwood Village Townhouses Plat 1
Lots 1 through 8, Block 2, Westwood Village Townhouses Plat 1
Lots 1 through 7, Block 3, Westwood Village Townhouses Plat 1
Lots 1 through 4, Block 4, Westwood Village Townhouses Plat 1
Lots 1 through 6, Block 5, Westwood Village Townhouses Plat 1
Lots 1 through 5, Block 6, Westwood Village Townhouses Plat 1
Lots 1 through 8, Block 7, Westwood Village Townhouses Plat 1
Lots 1 through 6, Block 8, Westwood Village Townhouses Plat 1

SCHEDULE B

HOUSING IMPROVEMENTS

Replacement of roofs, siding, gutters and downspouts, and necessary and incidental related improvements and repairs to the Housing Units and garages within the Housing Improvement Area, including all incidental work and necessary repairs to finish the improvements to industry standards and comply with permit building codes and laws.

The Housing Improvements are described in detail in the contractor's estimate set forth in Attachment A to the Fee Resolution.

DISBURSING AGREEMENT
(Owner Equity)

Project: Westwood Village, City of Roseville

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2009, by and among Commercial Partners Title, LLC, a Minnesota limited liability company (hereinafter referred to as "Title") and the City of Roseville, a Minnesota municipal corporation (referred to as the "City") and Westwood Village Association, Inc., a Minnesota nonprofit corporation (the "Association").

RECITALS:

The City has established the Westwood Village I Housing Improvement Area (the "Housing Improvement Area") pursuant to Minnesota Statutes, Sections 428A.11 to 428A.21 (the "Housing Improvement Act"), which area comprises the property described on attached Exhibit A.

Pursuant to the Housing Improvement Act, the City will issue its Taxable General Obligation Housing Improvement Area Bonds (the "Bonds") in order to finance certain housing improvements (the "Housing Improvements") within the Housing Improvement Area.

The City has entered into a Development Agreement with the Association dated _____, 2009 (the "Development Agreement"), under which the City will issue the Bonds and the Association will construct the Housing Improvements financed by net proceeds of the Bonds.

The City desires that Title disburse the funds that City may advance from proceeds of the Bonds in connection with the construction of the Housing Improvements within the Housing Improvement Area, and Title is willing to do so on the terms and subject to the conditions hereinafter set forth.

For the purposes of this Agreement, all costs of the Housing Improvements (as defined in the Development Agreement) are referred to as "Project Costs." Capitalized terms not otherwise defined herein have the meaning provided in the Development Agreement.

NOW, THEREFORE, in consideration of the covenants set forth in this agreement and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Deposits with Title. City will deposit with Title from time to time funds in amounts to be determined and pursuant to the provisions of this Agreement.

2. Purposes of Disbursements. Subject to the terms of this Agreement, Title is authorized and directed to disburse the funds deposited hereunder to:

- a. Pay Project Costs incurred by the Association.
 - b. Obtain waivers, releases and satisfactions of liens and other encumbrances (all solely to the extent arising from the Housing Improvements), if any, pursuant to statements of amounts due which must be approved by the City.
3. [Intentionally omitted.]
4. Conditions of First Disbursement. Prior to the first disbursement of funds hereunder, Title shall be furnished:
 - a. A copy of the construction budget or use of proceeds schedule executed by the City and the Association setting forth the amounts budgeted to be disbursed for all items which in the aggregate constitute Project Costs. Disbursements for such items listed as Project Costs shall not occur more often than once monthly.
 - b. An up-to-date sworn statement prepared by the Contractor and co-signed by the City and the Association disclosing the various subcontracts entered into by the Contractor and setting forth the names of all Subcontractors with whom the Contractor has contracted to date, their addresses, work or materials to be furnished, amounts of the contracts, amounts paid to date, and balance due.
 - c. Copies of the Construction Contract, and any other construction documents required by Title in its discretion.
5. Conditions of Each Disbursement. Prior to each disbursement of funds hereunder, Title shall be furnished:
 - a. An up-to-date sworn statement of the Contractor and co-signed by the Association setting forth all Subcontractors with whom the Contractor has contracted to date, the amounts of the subcontracts, the amounts paid to date, the amounts being requested and the balance due.
 - b. The request for payment ("Request for Payment") executed by the Association and the Contractor in connection with the requested disbursement.
 - c. Sufficient funds to cover the requested disbursements, and to pay for extras or change orders for which waivers have not been deposited and for which funds have not previously been deposited.
 - d. Sufficient funds to cover any unpaid title charges, tract search update charges and disbursing fees.

e. Mechanics lien waivers or releases from both the Contractor and all subcontractors with respect to amounts disbursed pursuant to the immediately preceding Request for Payment satisfactory to Title.

f. Resolution satisfactory to Title of all outstanding title issues arising from the Housing Improvements, including but not limited to, mechanic's liens or judgment liens served or filed of record. (Such resolution may include funds to be held by Title in escrow in excess of the claimed amount of the lien, or such other options as Title may determine.)

g. The City and Title have received a written statement from the Construction Manager certifying with respect to each payment: (i) that none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made under this Agreement; (ii) that each item for which the payment is proposed to be made is or was necessary in connection with the Housing Improvements; and (iii) that following such proposed payment sufficient moneys will remain on deposit in the Project Fund to provide for payment in full of all remaining costs estimated to be incurred in order to complete the Housing Improvements. In the case of any contract providing for the retention of a portion of the contract price, there shall be paid from the Project Fund only the net amount remaining after deduction of any such portion.

h. Written confirmation from the City that no Event of Default under the Development Agreement, or event which would constitute such an Event of Default but for the requirement that notice be given or that a period of grace or time elapse, has occurred and is continuing.

5A. Conditions Precedent to the Final Disbursement. The making of the final disbursement hereunder shall be subject to the condition precedent that the Association shall be in compliance with all conditions set forth in Sections 4 and 5 hereof and the following:

(a) The Housing Improvements have been substantially completed in accordance with Article IV of the Development Agreement, and the City shall have received a written statement from the Association, certifying that to the best of its knowledge (i) work on the Housing Improvements has been completed in accordance with the Article IV of the Development Agreement and all other labor, services, materials and supplies used in such work have been paid for; (ii) the completed Housing Improvements conform with all applicable building laws and regulations of the governmental authorities having jurisdiction over the Housing Improvements; and (iii) lien waivers submitted to Title hereunder cover all labor, services materials and supplies in connection with the Housing Improvements.

(b) The City shall have received satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and by the bureau, corporation or office having jurisdiction, and that all requisite certificates of occupancy and other approvals have been issued.

(c) Notwithstanding anything to the contrary in this Section, the City shall be entitled to retain the five percent retainage specified under Section 6 below for up to 90 days after receipt of the

Association's written statement under Section 5A(a) hereof. Such amount will be released by the City to Title to disburse upon the Association's performance to the City's satisfaction of all the conditions of paragraphs (a) through (c) of this Section and review and approval by the City Building Inspector of punchlist work and any work needed to correct defects in completed work on the Housing Improvements. The City will have no obligation to issue the City's Certificate of Completion under Section 4.3 of the Development Agreement until all conditions are met for final the disbursement under this Agreement.

6. Title to Notify City; Transfer of Funds to Title's Account. Not later than five (5) business days following receipt of the documents or other performance delivered to it pursuant to Paragraph 5, Title will notify the City and the Association orally or in writing (i) whether the delivered documents and performance are satisfactory to it and (ii) whether it has received lien waivers from the Contractor and all subcontractors who should have been paid by it from the proceeds of the disbursement made in response to the previous Request for Payment. If waivers are missing, Title will promptly advise City and Association in reasonable detail, of the deficiency or missing lien waivers, as the case may be. If such deficiency is corrected to the satisfaction of Title, or if missing lien waivers are furnished to Title, or if the City is initially notified by Title that the documents delivered to it are satisfactory and that such lien waivers have been delivered to it, then City will (on the requested date of disbursement) transmit to Title the amount of the disbursement applied for the relevant Request for Payment, or so much thereof as City may approve, less a retainage of five percent, by transfer of such funds to Title for deposit in Title's bank Account No. **397 034 0253** maintained with **Wells Fargo Bank**.

7. Payments by Title. Upon receiving the funds transmitted by City pursuant to Paragraph 6, Title will pay the Contractor, each Subcontractor and all other persons identified in the relevant Request for Payment. If, for any reason any of said funds on deposit in Title's account are not disbursed by Title by the close of business on the fifth (5th) business day following credit of funds to its account, Title will forthwith remit to the City in immediately available funds, the amount of the funds in such account that were not disbursed. Title shall not be liable to City or the Association for interest on the funds deposited with it.

8. Books and Records Title will keep and maintain, at all times, full, true and accurate books and records, in sufficient detail to reflect the disbursements made by it hereunder. The City and the Association may, during normal business hours, examine all books and records of Title pertaining to the disbursements made by it hereunder and make extracts therefrom and copies thereof.

9. Disbursements to Subcontractors. All disbursements for construction items may be made to the Association's Contractor (who it is expected will thereafter promptly pay subcontractors for the work or amounts listed in the draw request) or may be made directly to the Subcontractors, in the discretion of Title.

10. Liability of Title. The functions and duties assumed by Title include only those

described in the Agreement, and Title is not obligated to act except in accordance with the terms and conditions of this Agreement. Title does not insure that the Improvements will be completed, nor does it insure that the Improvements when completed will be in accordance with the Plans and Specifications, nor that sufficient funds will be available for the completion, nor does it assume any liability for same other than procurement as one of the conditions precedent to each disbursement. Title has no liability for loss caused by an error in the certification furnished it hereunder as to work in place. Title shall not be responsible for any loss of documents or funds while such documents or funds are not in its custody. Documents or funds which are deposited in the United States mail shall not be construed as being in the custody of Title.

11. Indemnification of Title. The Association agrees to indemnify Title against all losses, claims, damages, liability and expenses, including without limitation costs and investigation and legal counsel fees which may be incurred or imposed upon Title in connection with Title's performance of its duties under this Agreement, including without limitation any litigation or other non-judicial proceedings arising from this Agreement or the subject matter thereof. Notwithstanding the foregoing or any other provision of this Agreement, the Association shall have no obligation to indemnify Title in connection with Title's negligent performance of its duties under this Agreement or breach of this Agreement.

12. Title and Escrow Charges. The Association shall pay to Title disbursing charges as they are determined, together with real estate search update charges. The Association shall pay to Title an administrative fee of not less than \$250.00 (or more in the event of a non-routine draw, which may be considered non-routine because of unresolved liens, insufficient project or lien waiver documentation, disputes between parties, etc.; provided that Title will agree to contact the City and the Association in the event a non-routine draw occurs and will seek further instruction from the City and the Association regarding the non-routine draw prior to imposing an additional fee)) per disbursement, which along with any title search update and endorsement fees, are due and payable at the time of funds disbursement. Title acknowledges receipt of the sum of \$1,000.00 from the Association as a deposit against such charges.

13. No IRS-1099 Reporting by Title. The parties acknowledge that the City shall be responsible for creating, furnishing or reporting any IRS 1099 notices for any payments disbursed under this Agreement.

14. Miscellaneous. This Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that Title may not assign its duties hereunder without the prior written consent of the City and the Association. This Agreement can be amended or modified only by a writing signed by the parties hereto. This agreement shall be governed by the laws of the State of Minnesota.

15. Waiver. The City may, with notice to and written consent from the Association, waive any or all conditions for disbursement set forth in this Agreement. However, the making of any disbursement prior to fulfillment of any condition therefor shall not be construed as a waiver of such

condition, and the City and the Association shall have the right to require fulfillment of any and all such conditions prior to authorizing any subsequent disbursement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COMMERCIAL PARTNERS TITLE, LLC

By _____
Its _____

CITY OF ROSEVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

WESTWOOD VILLAGE ASSOCIATION

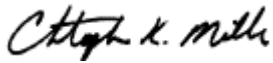
By _____
Its _____

REQUEST FOR COUNCIL ACTION

Date: 06/08/09
Item No.: 12.d

Department Approval

City Manager Approval



Item Description: Establish a Date of Sale for the Issuance of Housing Revenue Bonds for Westwood Village I Townhomes

BACKGROUND

Previously, the City Council established a Housing Improvement Area for the purposes of facilitating common-area housing improvements for the Westwood Village I townhomes. Because the Townhome Association lacked the means to secure financing for these improvements, the City Council agreed to issue housing revenue bonds on behalf of the Association to be repaid with individual townhome unit assessments.

Final legal agreements between the City and the Association have been entered into. Therefore it is appropriate to move forward in setting the bond sale date.

POLICY OBJECTIVE

The issuance of housing revenue bonds is consistent with prior Council actions and will be necessary to obtain the financing needed to make common-area improvements at the Westwood Village I townhomes.

FINANCIAL IMPACTS

Not applicable. While the City is providing the up-front financing, individual townhome unit assessments will repay the debt service. A Development Agreement between the City and the Association will further guarantee that Westwood Village I will pay additional monies in the event that the assessments are insufficient to repay the debt.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached resolution setting the date of sale of housing revenue bonds for the purposes of financing common-area improvements at Westwood Village I townhomes.

REQUESTED COUNCIL ACTION

Motion to approve the attached resolution setting the date of sale of housing revenue bonds for the purposes of financing common-area improvements at Westwood Village I townhomes for July 20, 2009.

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution setting the date of sale of housing revenue bonds for Westwood Village I.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROSEVILLE, MINNESOTA

HELD: June 8, 2009

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Roseville, Ramsey County, Minnesota, was duly held at the City Hall on June 8, 2009, at 6:00 o'clock P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$1,660,000 Taxable General Obligation Housing Improvement Bonds, Series 2009A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED
SALE OF \$1,660,000 TAXABLE GENERAL OBLIGATION
HOUSING IMPROVEMENT BONDS, SERIES 2009A

A. WHEREAS, the City Council of the City of Roseville, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$1,660,000 Taxable General Obligation Housing Improvement Bonds, Series 2009A (the "Bonds") to finance housing improvements in the City's Westwood Village I Housing Improvement area; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent financial advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota, as follows:

1. Authorization. The City Council hereby authorizes Springsted to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The Finance Director or designee, shall open proposals at the time and place specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the sale, the Finance Director and other officers or employees of the City are hereby authorized to cooperate with Springsted and

participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF ROSEVILLE

I, the undersigned, being the duly qualified and acting Manager of the City of Roseville, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$1,660,000 Taxable General Obligation Housing Improvement Bonds, Series 2009A.

WITNESS my hand on June 8, 2009.

City Manager

THE CITY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$1,660,000*

CITY OF ROSEVILLE, MINNESOTA

TAXABLE GENERAL OBLIGATION HOUSING IMPROVEMENT BONDS, SERIES 2009A

(BOOK ENTRY ONLY)

Proposals for the Bonds and the Good Faith Deposit ("Deposit") will be received on Monday, July 20, 2009, until 10:30 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 6:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed Proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final Proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted Proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all Bids submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic Bid in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE BONDS

The Bonds will be dated August 1, 2009, as the date of original issue, and will bear interest payable on March 1 and September 1 of each year, commencing March 1, 2010. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature March 1 in the years and amounts* as follows:

2011	\$85,000	2015	\$ 95,000	2019	\$110,000	2023	\$135,000
2012	\$90,000	2016	\$100,000	2020	\$115,000	2024	\$140,000
2013	\$90,000	2017	\$105,000	2021	\$120,000	2025	\$150,000
2014	\$95,000	2018	\$105,000	2022	\$125,000		

* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the maturity amounts offered for sale. Any such increase or reduction will be made in multiples of \$5,000 in any of the maturities. In the event the principal amount of the Bonds is increased or reduced, any premium offered or any discount taken by the successful bidder will be increased or reduced by a percentage equal to the percentage by which the principal amount of the Bonds is increased or reduced.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name the registrar which shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on March 1, 2019, and on any day thereafter, to prepay Bonds due on or after March 1, 2020. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge fees from benefited properties. The proceeds will be used to finance housing improvements in the City's Westwood Village I Housing Improvement Area.

BIDDING PARAMETERS

Proposals shall be for not less than \$1,638,420 and accrued interest on the total principal amount of the Bonds.

No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates are not required to be in level or ascending order; however, the rate for any maturity cannot be more than 1% lower than the highest rate of any of the preceding maturities. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

Proposals, regardless of method of submission, shall be accompanied by a Deposit in the amount of \$16,600, in the form of a certified or cashier's check, a wire transfer, or Financial Surety Bond and delivered to Springsted Incorporated prior to the time proposals will be opened. Each bidder shall be solely responsible for the timely delivery of their Deposit whether by check, wire transfer or Financial Surety Bond. Neither the City nor Springsted Incorporated have any liability for delays in the transmission of the Deposit.

Any Deposit made by **certified or cashier's check** should be made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101.

Any Deposit sent via **wire transfer** should be sent to Springsted Incorporated as the City's agent according to the following instructions:

Wells Fargo Bank, N.A., San Francisco, CA 94104
ABA #121000248

For credit to Springsted Incorporated, Account #635-5007954

Contemporaneously with such wire transfer, the bidder shall send an e-mail to bond_services@springsted.com, including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) the return wire instructions if such bidder is not awarded the Bonds.

Any Deposit made by the successful bidder by check or wire transfer will be delivered to the City following the award of the Bonds. Any Deposit made by check or wire transfer by an unsuccessful bidder will be returned to such bidder following City action relative to an award of the Bonds.

If a **Financial Surety Bond** is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota and pre-approved by the City. Such bond must be submitted to Springsted Incorporated prior to the opening of the proposals. The Financial Surety Bond must identify each underwriter whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to an underwriter using a Financial Surety Bond, then that underwriter is required to submit its Deposit to the City in the form of a certified or cashier's

check or wire transfer as instructed by Springsted Incorporated not later than 3:30 P.M., Central Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the City to satisfy the Deposit requirement.

The Deposit received from the purchaser, the amount of which will be deducted at settlement, will be deposited by the City and no interest will accrue to the purchaser. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser.

Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Saint Paul and Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant for the benefit of the owners of the Bonds to provide certain financial and other information about the City and notices of certain occurrences to information repositories as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 65 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated June 8, 2009

BY ORDER OF THE CITY COUNCIL

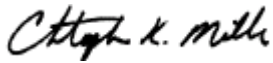
/s/ William J. Malinen
City Manager

REQUEST FOR COUNCIL ACTION

Date: 06/08/09
Item No.: 12.e

Department Approval

City Manager Approval



Item Description: Establish a Date of Sale for the Issuance of the City's 2009 Refunding Bonds

BACKGROUND

Back in 1999, the City issued the last of its Street Construction Bonds used to finance local street improvements. Since then, the City has relied solely on MSA monies and interest earnings from the City's Street Infrastructure Replacement Fund for this purpose.

The 1999 Bonds are scheduled to be retired in 2014. However, given current market conditions the City can financially benefit by refinancing those bonds at today's lower interest rates. The mechanism to achieve this involves the issuance of 'refunding' bonds – whereby the City's issues new bonds to pay off the remaining principle on the old bonds. Tax levies earmarked for the old bonds are then redirected to pay the new bonds.

Based on current projections, the refinancing is expected to generate present value savings in the amount of \$22,800 over the next 5 years. This will allow the City to lower its debt service levy by \$3,800 annually. While the savings is relatively small, it nonetheless is advantageous given the fact that the City is preparing to go to the bond market anyway with the issuance of the Westwood Village I Housing Revenue Bonds. By combining these bond financings, the City will save thousands of dollars of issuance costs when compared to issuing the bonds separately.

POLICY OBJECTIVE

The City's Council-adopted Debt Service Policy encourages the City to refinance outstanding debt whenever it is financially beneficial.

FINANCIAL IMPACTS

As noted above, the City can expect to realize present value savings in the amount of \$22,800 over the next 5 years.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached resolution setting the date of sale for the issuance of the City's 2009 Refunding Bonds.

27 **REQUESTED COUNCIL ACTION**

28 Motion to approve the attached resolution setting the date of sale for the issuance of the City's 2009
29 Refunding Bonds for July 20, 2009.

30

31

Prepared by: Chris Miller, Finance Director

Attachments: A: Resolution setting the date of sale for the issuance of the City's 2009 Refunding Bonds.

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF ROSEVILLE, MINNESOTA

HELD: June 8, 2009

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Roseville, Ramsey County, Minnesota, was duly held at the City Hall on June 8, 2009, at 6:00 o'clock P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$1,105,000 General Obligation Refunding Improvement Bonds, Series 2009B.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF \$1,105,000
GENERAL OBLIGATION REFUNDING IMPROVEMENT BONDS, SERIES 2009B**

A. WHEREAS, the City Council of the City of Roseville, Minnesota (the "City"), has heretofore determined that it is necessary and expedient to issue \$1,105,000 General Obligation Refunding Improvement Bonds, Series 2009B (the "Bonds") to refund the City's outstanding \$2,500,000 original principal amount of General Obligation Improvement Bonds, Series 25, dated February 16, 1999, which mature on and after March 1, 2010; and

B. WHEREAS, the City has retained Springsted Incorporated, in Saint Paul, Minnesota ("Springsted"), as its independent financial advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota, as follows:

1. Authorization. The City Council hereby authorizes Springsted to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed proposals for, and awarding the sale of, the Bonds. The Finance Director or designee, shall open proposals at the time and place specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the sale, the Finance Director and other officers or employees of the City are hereby authorized to cooperate with Springsted and

participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF ROSEVILLE

I, the undersigned, being the duly qualified and acting Manager of the City of Roseville, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$1,105,000 General Obligation Refunding Improvement Bonds, Series 2009B.

WITNESS my hand on June 8, 2009.

City Manager

THE CITY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$1,105,000*

CITY OF ROSEVILLE, MINNESOTA

GENERAL OBLIGATION REFUNDING IMPROVEMENT BONDS, SERIES 2009B

(BOOK ENTRY ONLY)

Proposals for the Bonds and the Good Faith Deposit ("Deposit") will be received on Monday, July 20, 2009, until 10:30 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 6:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed Proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final Proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted Proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all Bids submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic Bid in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE BONDS

The Bonds will be dated August 1, 2009, as the date of original issue, and will bear interest payable on March 1 and September 1 of each year, commencing March 1, 2010. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature March 1 in the years and amounts* as follows:

2010	\$220,000	2011	\$215,000	2012	\$220,000	2103	\$220,000	2014	\$230,000
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* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the maturity amounts offered for sale. Any such increase or reduction will be made in multiples of \$5,000 in any of the maturities. In the event the principal amount of the Bonds is increased or reduced, any premium offered or any discount taken by the successful bidder will be increased or reduced by a percentage equal to the percentage by which the principal amount of the Bonds is increased or reduced.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name the registrar which shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The Bond will not be subject to payment in advance of their respective stated maturity dates.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds will be used to refund the March 1, 2010 through 2014 maturities of the City's General Obligation Improvement Bonds, Series 25, dated February 16, 1999.

BIDDING PARAMETERS

Proposals shall be for not less than \$1,099,475 and accrued interest on the total principal amount of the Bonds.

No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates are not required to be in level or ascending order; however, the rate for any maturity cannot be more than 1% lower than the highest rate of any of the preceding maturities. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

Proposals, regardless of method of submission, shall be accompanied by a Deposit in the amount of \$11,050, in the form of a certified or cashier's check, a wire transfer, or Financial Surety Bond and delivered to Springsted Incorporated prior to the time proposals will be opened. Each bidder shall be solely responsible for the timely delivery of their Deposit whether by check, wire transfer or Financial Surety Bond. Neither the City nor Springsted Incorporated have any liability for delays in the transmission of the Deposit.

Any Deposit made by **certified or cashier's check** should be made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101.

Any Deposit sent via **wire transfer** should be sent to Springsted Incorporated as the City's agent according to the following instructions:

Wells Fargo Bank, N.A., San Francisco, CA 94104

ABA #121000248

For credit to Springsted Incorporated, Account #635-5007954

Contemporaneously with such wire transfer, the bidder shall send an e-mail to bond_services@springsted.com, including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) the return wire instructions if such bidder is not awarded the Bonds.

Any Deposit made by the successful bidder by check or wire transfer will be delivered to the City following the award of the Bonds. Any Deposit made by check or wire transfer by an unsuccessful bidder will be returned to such bidder following City action relative to an award of the Bonds.

If a **Financial Surety Bond** is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota and pre-approved by the City. Such bond must be submitted to Springsted Incorporated prior to the opening of the proposals. The Financial Surety Bond must identify each underwriter whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to an underwriter using a Financial Surety Bond, then that underwriter is required to submit its Deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by Springsted Incorporated not later than 3:30 P.M., Central Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the City to satisfy the Deposit requirement.

The Deposit received from the purchaser, the amount of which will be deducted at settlement, will be deposited by the City and no interest will accrue to the purchaser. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser.

Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Briggs and Morgan, Professional Association, of Saint Paul and Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant for the benefit of the owners of the Bonds to provide certain financial and other information about the City and notices of certain occurrences to information repositories as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 45 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated June 8, 2009

BY ORDER OF THE CITY COUNCIL

/s/ William J. Malinen
City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **06/08/09**
Item No.: **12.f**

Department Approval

City Manager Approval



Item Description: Request by AEON for **FINAL DEVELOPMENT PLAN, FINAL PLAT, REZONING and PUD AGREEMENT** approval for Har Mar Apartments (**PF07-068**).

1.0 REQUESTED ACTION

AEON seeks approval of their FINAL DEVELOPMENT PLANNED UNIT DEVELOPMENT, FINAL PLAT, REZONING, and PLANNED UNIT DEVELOPMENT AGREEMENT to complete site and existing building improvements to the Har Mar Apartments, 2225 to 2265 Snelling Avenue and to develop a new 50-unit, 4-story apartment building in the northwest corner of the property.

Project Review History

- Applications Submitted and Determined Complete: May 1, 2009
- 60-Day Review Deadline: June 30, 2009
- Project Report Recommendation: June 3, 2009
- Anticipated City Council Action: June 8, 2009

2.0 SUMMARY OF STAFF RECOMMENDATION

The Roseville Development Review Committee and the Roseville Planning Division have determined that the Final Development Plan for Aeon and the Har Mar Apartments meets all standards and conditions of the General Concept approval.

3.0 SUGGESTED CITY COUNCIL ACTION

By MOTION, APPROVE the FINAL PLAT; ADOPT A RESOLUTION REZONING THE HAR MAR APARTMENTS TO PLANNED UNIT DEVELOPMENT; AND By MOTION, APPROVE the FINAL DEVELOPMENT PLANNED UNIT DEVELOPMENT and AGREEMENT, subject to conditions (see Section 8 for detailed Action).

REZONING/PLANNED UNIT DEVELOPMENT

A PLANNED UNIT DEVELOPMENT is a zoning district that may include single or mixed uses, one or more lots or parcels, and is intended to create a more flexible, creative and efficient approach to the use of the land subject to the procedures, standards, and regulations contained in the City Code. The FINAL DEVELOPMENT PLAN process includes the consideration and approval of a set of redevelopment plans and an agreement that stipulates the terms and conditions supported by the City.

In the past the Planning Division has established an underlying or base zoning district for its planned unit developments. However, this method has created a problem when accounting for the specific or exact zoning of the parcel. Planning Staff has determined that the Rezoning for Har Mar Apartments, though necessary, would not include an underlying/base designation of R-3A, but rather the PUD Agreement, if approved in the FINAL phase of the PUD review process, will along with the approved development plans become the development contract on which the REZONING is based.

On March 24, 2008, the Roseville City Council supported AEON's request for General Concept PUD, Preliminary Plat and Rezoning of the Har Mar Apartment as the first step in the project's process. The proposal now will seek to rezone the parcel from its current designation of B-1, Limited Business District to a PUD, Planned Unit Development District for the two lots created for the project.

FINAL PLAT

The FINAL PLAT, Har Mar Apartments Addition, will subdivide the 3.06-acre parcel into two lots. Lot 1 will include the five existing apartment buildings and associated parking and Lot 2 will include the new apartment building and associated parking.

The Final Plat is very similar to the preliminary. However, all of the underlying background items have been removed and a "clean" land division indicating Lot 1, Block 1, Lot 2, Block 1 and the right-of-way dedication are included. Also included are a number of the utility and drainage easements recommended by the Public Works/Engineering Department.

PROJECT OVERVIEW

The FINAL DEVELOPMENT proposed by AEON would be completed in two phases. Phase I involves major remodeling of the existing units and improved site conditions, while Phase II involves the construction of a new 4-story 50-unit apartment building with underground parking.

The second phase of the project (50-unit building) increases density and improves the affordability mix. The project's proposed mix of affordable and market rate units increases the quality of housing options available to people of varying incomes, family types, age and abilities. The project also enables more people to live within one mile of the Rosedale Transit Center, Rosedale Mall, Har Mar Mall, and other local employment centers.

Phase I will consist of renovating existing residential buildings, residential amenities, and infrastructure to enhance the long-term desirability of the neighborhood and improve the property's value.

- 65 6.4 The redevelopment uses principles of defensible space and crime prevention through
66 environmental design to improve safety in conjunction with management practices that build
67 community and promote social interaction.
- 68 6.5 Sustainable, durable, and energy-efficient development standards and practices will be utilized
69 during all phases of the development. The redevelopment project was identified as a pilot
70 project in Aeon's Homes for Generations initiative. Aeon formed a partnership with the Center
71 for Energy and the Environment (CEE) and the Center for Sustainable Building Research
72 (CSBR) and the University of Minnesota to gain knowledge and experience on rehabilitating a
73 property in a sustainable and feasible way. The project also satisfies Green Communities
74 criteria, which includes the use of EnergyStar appliances.
- 75 6.6 Design elements include efficient site access, appropriately sized parking areas, a system of
76 rain-water gardens to manage storm water on the site, and extensive year-round landscaping.
- 77 6.7 Construction of the underground parking in Phase II and the reconfigured surface parking lots,
78 maximize green space on the parcel.
- 79 6.8 The construction of pedestrian connections and a public sidewalk improves the connectivity and
80 walkability of the area, reducing the isolation or residents without cars. The sidewalk also
81 supports Roseville's vision for sidewalk along the entire frontage road.
- 82 6.9 The redevelopment reduces blight, expands tax base, and enhances the mix of land uses in the
83 community.

84 **PROJECT CONSISTENCY REVIEW**

- 85 6.11 On March 24, 2008, Aeon received approval of their General Concept Planned Unit
86 Development (Rezoning and Comprehensive Land Use Designation Amendment) to allow the
87 site improvements and building addition, subject to several conditions. Below is a list of those
88 conditions with an explanation of how Aeon has addressed of them:
- 89 a. While parking on the frontage road is permitted in this area, the City of Roseville bans
90 on-street parking whenever there is 2 inches of snow or more. For this reason, on-street
91 parking stalls are discouraged to meet required parking for the project. The Engineering
92 and Planning Divisions will continue to work with AEON to ensure that adequate
93 parking is provided on the property.
- 94 *Approximately 60% of Har Mar Apartment's residents have vehicles. With the*
95 *rehabilitation of the existing units and the addition of larger units, Aeon anticipates*
96 *parking needs will increase from the 0.6 spaces per unit, but will remain relatively low*
97 *because of the demographics of its residents, the availability of transit, and the amount*
98 *of goods and services within walking distance of the site. That said, Aeon anticipated*
99 *the need for 0.6 to 0.8 spaces per one-bedroom unit and 1.0 space for each new two and*
100 *three bedroom unit, whereas the Code requires 2 space per unit. Planning Staff has*
101 *reviewed and supports the parking analysis provided in Aeon's narrative (attached),*
102 *that provides 97 surface parking spaces and 52 underground spaces in the new building.*
103 *If demand increases the site includes room for an additional 21 spaces that can be built*
104 *in the future. The proposal also seeks the allowance of overflow parking on the frontage*
105 *road. The allowance would meet Minnesota Housing's parking standard and address a*
106 *neighborhood concern over vehicle speed, as well as enhance local pedestrian*
107 *environment and increase overall safety in the area. Aeon plans to install signs to assist*
108 *in facilitating the City's snow plowing after a major snow evens and will work with the*
109 *City in the future on other ways to facilitate plowing.*

- 110 **b.** Additional study will be needed to determine if the proposed traffic calming on the
111 public street is appropriate for this segment of road. Any improvements to the public
112 street would be paid for and constructed by the developer. The public street plans would
113 need to meet City standards for construction and restoration of the road.

114 *To further address traffic calming, the plan indicates bump-outs in the new design of the*
115 *service road. This design feature will create a safer, more pedestrian friendly*
116 *environment by decreasing vehicle speed and providing a shorter distance for*
117 *pedestrians crossing the roadway. The design also contributes to a sense of place and*
118 *adds more eyes on the street in an area currently lacking activity. The Public*
119 *Works/Engineering Department will work with the applicant on the construction*
120 *specifications, timing, and maintenance of the redeveloped portion of the frontage road.*

- 121 **c.** The parking area appears to have some very tight curves. This parking area should
122 accommodate the turning radius of Fire trucks, moving vans and large delivery trucks.

123 *Aeon and the project architect met with the Roseville Fire Marshall and have adjusted*
124 *the site plan to meet his requirements – specifically concerning turning radius of fire*
125 *apparatus.*

- 126 **d.** Trash enclosures should be sited to ensure that a garbage truck can reach the dumpsters.
127 It appears from the angles and the orientation, that a garbage truck may have problems
128 getting at the dumpsters in the westerly parking lot.

129 *Aeon modified the trash enclosures and their locations to ensure the garbage trucks*
130 *could reach the dumpsters. The design of the enclosures is consistent with what has*
131 *been approved for other similar projects and include screen walls and gates. Trash*
132 *facilities for the new building will be contained within the building.*

- 133 **e.** The City will work with AEON on a possible sidewalk along the Service Drive to
134 facilitate a safer pedestrian connection between residential and adjacent commercial
135 uses.

136 *To enhance the pedestrian environment and connect the site to the larger urban fabric,*
137 *Aeon will construct a sidewalk along the service drive adjacent to the site.*

- 138 **f.** Driveways shall meet city code or a maximum width at the property line of 26 feet. It
139 appears that most northwesterly driveway is wider than code allows at the property line.

140 *Driveway widths have been modified to be Code compliant with a maximum of 26 feet in*
141 *width at the property line.*

- 142 **g.** Private ponding shall not be placed on City right-of-way. The pond in the northwest
143 corner of the site encroaches onto City right-of-way.

144 *The rainwater garden previously located within City right-of-way has been removed and*
145 *the storm water is directed to other facilities on the site.*

- 146 **h.** It appears that a majority of the green space for this site is being used as ponding. The
147 developer should explore alternative treatment methods such as pervious parking lots
148 and underground storage to provide some of the needed storm water management for
149 this site.

150 *The plan includes two additional open/green areas for residents. The centrally located*
151 *space in front of the 2235 building will become a gathering space for residents complete*

with landscaping and benches. The green space to the east of the 2225 building will become lawn complete, with landscape for residents to recreate and relax.

- i. Additional discussion shall occur regarding the appropriate number and placement for fire hydrants on the site.

Aeon, as a component of their Final Development Plan process prepared a plan for the review, which has received support by the Fire Marshall regarding fire hydrants.

- 6.12 One outstanding issue to be resolved is the ownership of a small triangle of land that lies in the northeast portion of the site, currently where the Phase II access is located. Ownership of this small triangle is unknown and MnDOT has a roadway easement over the subject triangle. Aeon and the City have been working with MnDOT to obtain the easement or secure the necessary approvals to construct the driveway and rain water garden, however MnDOT is a larger bureaucracy and the process is complicated and likely take months to resolve. The resolution will not effect/impact the Phase I rehabilitation project. Staff will continue to work on the resolution of this issue so that it does not delay the future Phase II project.

7.0 STAFF RECOMMENDATION

The Development Review Committee and the Planning Division recommend the approval of the Aeon proposal for FINAL DEVELOPMENT PLANNED UNIT DEVELOPMENT, FINAL PLAT, REZONING, and PLANNED UNIT DEVELOPMENT AGREEMENT to complete site and existing building improvements and construct a new 50-unit apartment building at 2225 to 2265 Snelling Avenue (Har Mar Apartments), based on the comments and analysis of Section 4, 5 and 6 of the project report dated June 8, 2009.

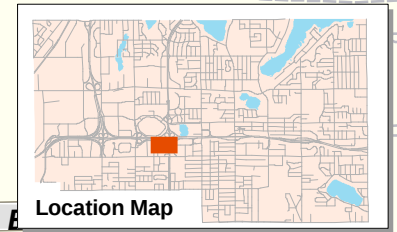
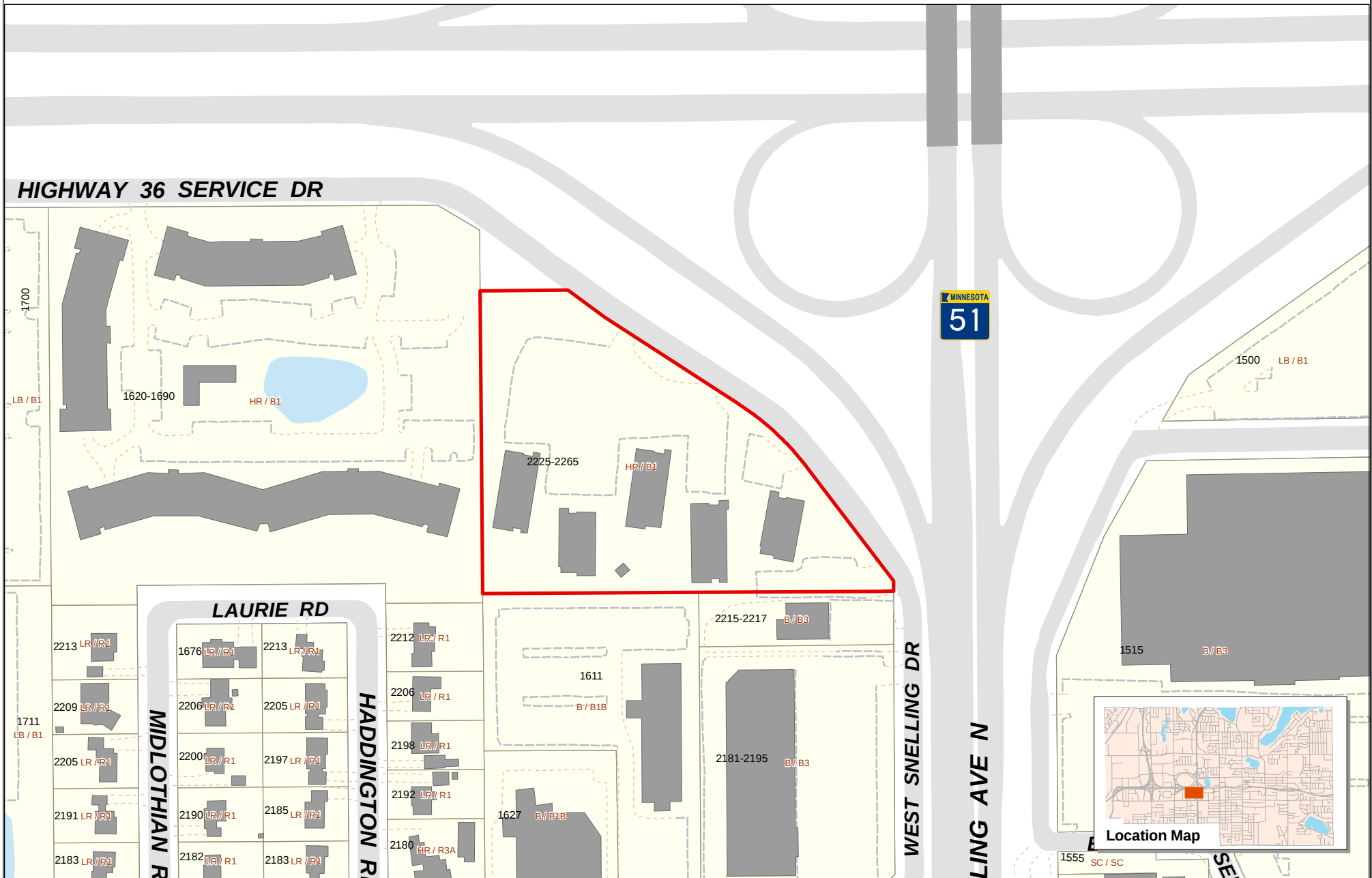
8.0 SUGGESTED CITY COUNCIL ACTION

- a. **ADOPT AN ORDINANCE APPROVING THE REZONING** the subject parcel from B-1, Limited Business District to **PUD, PLANNED UNIT DEVELOPMENT**
- b. **BY MOTION APPROVE THE FINAL PLAT** (Har Mar apartment Addition) creating one lot for the existing five apartment buildings, one lot for the future 50-unit building, and public road right-of-way dedication for the service drive, including all necessary public easements.
- c. **BY MOTION APPROVE THE FINAL DEVELOPMENT PLAN AND PLANNED UNIT DEVELOPMENT AGREEMENT**

Prepared by: City Planner Thomas Paschke (651-792-7074)

A:	Area map	D:	Development plans
B:	Aerial Map	E:	Draft PUD Agreement
C:	Narrative	F:	Ordinance

Attachment A: Location Map for Planning File 07-068



Prepared by:
Community Development Department
Printed: February 20, 2008



Site Location

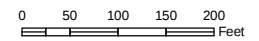
Comp Plan / Zoning
Designations
LR / R1

Data Sources

* Ramsey County GIS Base Map (2/5/2008)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

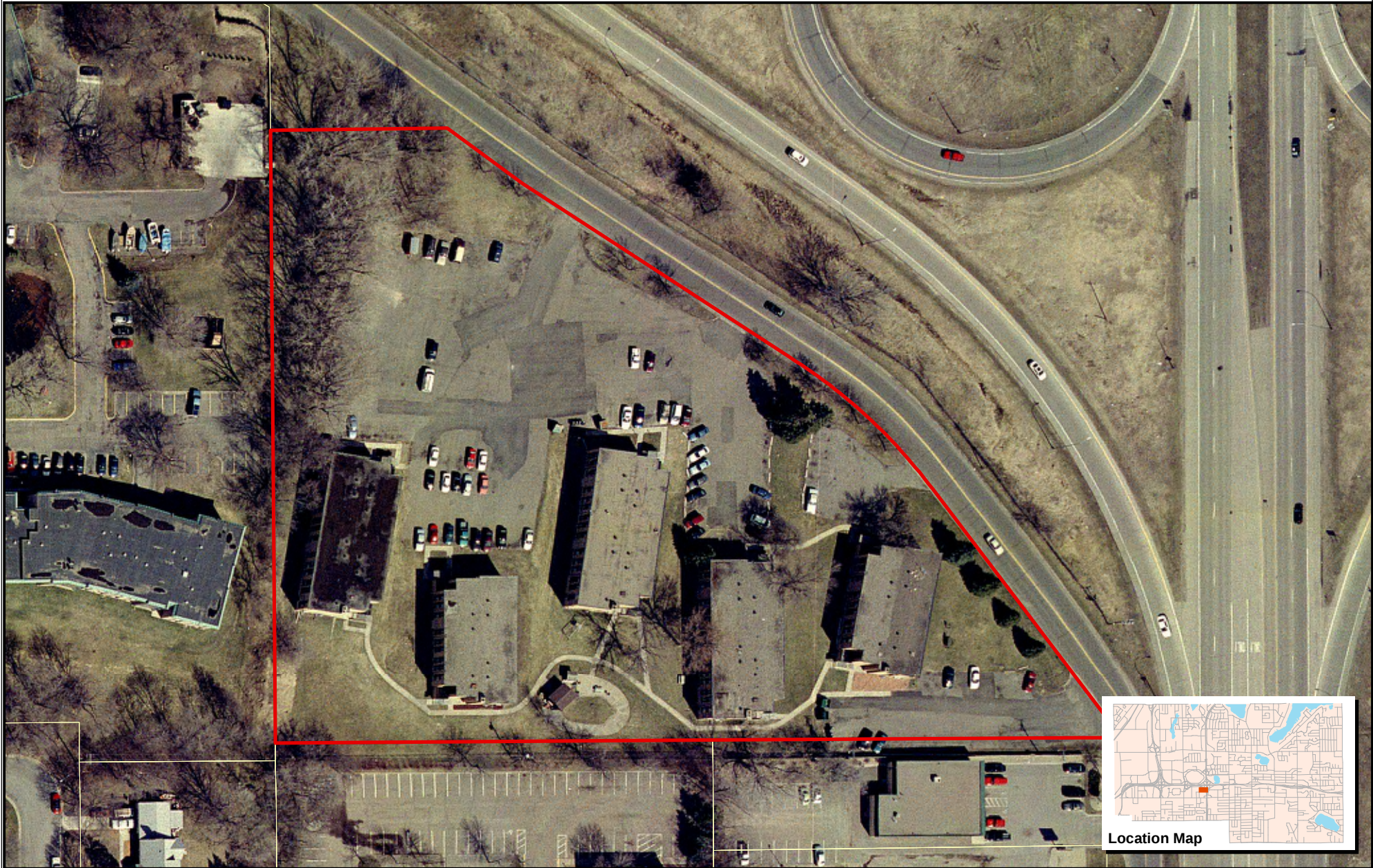
Disclaimer

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

Attachment B: Aerial Map of Planning File 07-068



Prepared by:
Community Development Department
Printed: February 20, 2008



Site Location

Data Sources
* Ramsey County GIS Base Map (2/5/2008)
* Aerial Data: Ramsey County and Martinez Corp (4/2006)
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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Homes for Generations

May 1, 2009

HAR MAR APARTMENTS
2225-2265 Snelling Avenue North
Roseville, MN

Final PUD Application: Written Narrative

Consistency with Roseville's Comprehensive Plan, Master Plans and Design Standards

- The redevelopment is consistent with Imagine Roseville's 2025 Plan to ensure a diverse mix of housing that meets community needs. It also satisfies many other goals within the Plan such as encouraging sustainable building practices, improving landscaping, and making Roseville a livable community for all.
- Phase II of the project increases density and improve affordability.
- The project enables more people to live within one mile of the Rosedale Transit Center, Rosedale Mall, Har Mar Mall and other local employment centers.
- The project's mix of affordable and market rate units increases the quality housing options available to people of varying incomes, family types, ages and abilities.
- The redevelopment will occur because Aeon, the City of Roseville, Ramsey County and state and regional agencies formed an effective partnership.
- The project entails the renovation of existing residential buildings, residential amenities, and infrastructure, which will enhance the long-term desirability of the neighborhood and improve property values. It is a sustainable model for revitalizing aged housing stock.
- The development uses the principles of defensible space and crime prevention through environmental design to improve safety, build community and promote social interactions.
- Sustainable, durable and energy-efficient development standards and practices will be utilized during all phases of development including building design and construction techniques. The redevelopment project was identified as a pilot project in Aeon's Homes for Generations initiative. Aeon formed a partnership with the Center for Energy and the Environment



Homes for Generations

(CEE) and the Center for Sustainable Building Research (CSBR) at the University of Minnesota to gain knowledge and experience on rehabilitating a property in a sustainable and feasible way. The project also satisfies Green Communities criteria, which includes the installation of EnergyStar appliances.

- The high-quality, sustainable site design includes efficient site access, appropriately sized parking areas, a system of rain gardens to manage stormwater on-site, and extensive year-round landscaping.
- The construction of underground parking and the reconfiguration of the surface parking maximizes green space on the site.
- The construction of pedestrian connections and the public sidewalk improve the connectivity and walkability of the local area and promote social interactions. The sidewalk also supports Roseville's vision for a sidewalk along the entire frontage road (West Snelling Drive) and a pedestrian bridge across Highway 36 to Rosedale Mall as shown in the 2008 Pathway Master Plan.
- The redevelopment reduces blight, expands the tax base, and enhances the mix of land uses in the community.
- The bump outs along the public roadway adjacent to the site calm traffic and create a safer street.
- Residents have participated in the development of the project. Aeon has held multiple community meetings and built working relationships with adjacent property owners.
- The Har Mar Apartments project will follow all applicable building and safety codes.

Consistency with Approved General Concept PUD

Aeon has modified the following elements based on the comments made during the general concept PUD process and in recent meetings with city staff.

Parking

It is very important for Aeon's long-term ownership and management of the property that residents and visitors have adequate parking. Since acquiring the property in 2006, Aeon estimates that



Homes for Generations

approximately 60% of residents have vehicles¹. With the rehabilitation of the existing units and the addition of larger units, Aeon anticipates parking needs will increase beyond the current demand of 0.6 spaces per unit but will remain relatively low because of the demographics of the residents, the availability of transit and the amount of goods and services within walking distance of the site.

The parking plan will allow Aeon to create pedestrian walkways, connecting the new apartment building to the existing buildings and providing a sense of community to the now seemingly autonomous structures. It will also better connect residents to off-site amenities such as transit and allow Aeon to maximize green space for resident gatherings and plantings, improving the overall livability and curb appeal of the site.

Based on Aeon's experience, we anticipate there to be demand for between 0.6 to 0.8 spaces per unit for one-bedroom units and 1.0 space per unit for the new two- and three-bedroom units. Based on these expectations, the site plan includes 97 surface parking spaces in lots adjacent to the buildings plus 52 underground parking spaces (including two for management). There are also 54 unused spaces along West Snelling Drive to accommodate any overflow parking that may occur.

Parking Spaces						
	Interior Lots		Underground		Overflow	
	# of Spaces	Spaces per Unit	# of Spaces	Spaces per Unit	# of Spaces	Spaces per Unit
1 Bedroom Units	97	0.8				
2-3 Bedroom Units			50	1.0		
Management Office				2		
Overflow					54	0.36

Because Aeon expects demand for parking to be low, 21 (net) spaces are shown on the site plan as “proof of parking” spaces that can be converted to parking if needed. These spaces are included in the current parking counts and will be reserved for future parking. However, Aeon will sod the proof of parking area in the southeast corner and use the space as open recreation area unless the parking is needed.

Although Aeon anticipates the interior surface lots and underground parking to be sufficient, it is also important that overflow parking along West Snelling Drive be allowed and that street improvements in the right-of-way be completed by Aeon. This is important for several reasons:

¹ See attached Aeon parking survey conducted in March 2009.



Homes for Generations

- The availability of overflow parking on West Snelling will help satisfy Minnesota Housing's parking standards.
- Neighbors have expressed concern regarding the speeds of traffic along West Snelling. Parked cars along the road will act as a traffic calming measure and reduce travel speeds, which will enhance the local pedestrian environment and increase safety in the area.

To facilitate the City's plowing of West Snelling Drive adjacent to the property, Aeon will post signs along the street warning residents to move their cars in the event of significant snowfall and will work with the City in additional ways to facilitate the plowing. Because Aeon believes there will be sufficient parking in the interior lots and garage, this is not expected to create any inconveniences.

Traffic Calming Measures

As shown in the site plan, Aeon proposes to construct bump outs along the portion of West Snelling Drive that borders the site. This element was added after neighbors expressed their concern regarding traffic speeds along the road. The bump outs will create a safer, more pedestrian friendly environment by decreasing speeds and providing a shorter distance for pedestrians crossing the roadway. This also creates a better "sense of place" and provides more eyes on the street in an area currently void of activity.

Sidewalk

To enhance the pedestrian environment and connect the site to the larger urban fabric, Aeon will construct a sidewalk along West Snelling Drive adjacent to the site. This sidewalk is part of the City's Pathways Master Plan that will eventually connect the site to the surrounding community.

Fire Truck Turning Radius

Aeon staff and the project architect met with the fire marshal and have adjusted the site plan to meet his requirements.

Trash Enclosures

Aeon modified the trash enclosure locations to ensure that garbage trucks can reach the dumpsters. The trash enclosures will also be enclosed, gated and designed to complement the existing buildings. In addition, the new apartment building will contain a trash dumpster inside the building.

Driveway Width

Driveway widths have been adjusted to meet city requirements. As reflected in the site plan, the current driveway widths on city public-right-of-way are 26 feet.

Rain Gardens

Aeon removed the rain garden on the northwest corner from the public-right-of-way.



Homes for Generations

Fire Hydrants

Aeon prepared a plan for the additional fire hydrants and submitted it to the fire marshal. The fire marshal reviewed and approved the proposed fire hydrant location plan.

Additional Green Areas

Aeon's site plan includes two additional green spaces for residents. The centrally located space in front of the 2235 building will become a gathering space for residents with landscaping and benches. The green space to the east of the 2225 building will become a lawn with landscaping for residents to relax and recreate.

Outstanding Issues

Improvements in the Triangle of Land Bordering the Northwest Corner of the Site

The plan shows driveway access to the Phase II building and a rain garden in the triangle of land. The owner of the triangle is unknown, and MN-DOT has an easement over it for highway purposes. Aeon and the City have been working with MN-DOT to obtain the easement or secure the necessary approvals to construct the driveway and rain garden during Phase II of the project. Aeon anticipates a successful outcome; however, because MN-DOT has such a large bureaucracy and the process is complicated, it will likely take months to secure the rights to build the improvements. These improvements will be part of Phase II and will not impact Phase I of the project.

The Dedication of the Public Roadway within the Site

The county and the city are requiring Aeon to dedicate the portion of West Snelling Drive within the site. Currently, the city has a permanent easement over the road. To fully fund the project, Aeon needs to dedicate the roadway after it completes the Phase I improvements because dedicating the roadway before reconstruction will reduce the amount of low income housing tax credits the project will receive. According to federal law, the amount of low income housing tax credits a project receives is based on the amount of construction activities within the project's property boundary. Dedicating the roadway prior to reconstruction would move it outside the project's property boundary, thus reducing the amount of funding for the overall project.



Homes for Generations

March 30, 2009

HAR MAR APARTMENTS
2225-2265 Snelling Avenue North
Roseville MN

Parking Survey

Since purchasing and managing the property in 2006, Aeon's property management staff estimates that approximately 60% of the residents park automobiles at the site, which would equal 72 cars if the existing apartments were fully occupied.

To more precisely determine the adequate number of parking spaces, Aeon staff conducted a parking survey during the entire month of March 2009. Property management staff counted the number of cars in the early morning, midday and late evening two times a week including weekend days. During this period, the average number of cars parked at the site was 40, the maximum number of cars was 55 and the minimum number of cars was 25.

Parking Survey			
Number of Parked Cars			
Date	7:30 AM	2:00 PM	8:00 PM
Monday, March 2 nd	42	28	46
Saturday, March 7 th	43	32	47
Tuesday, March 10 th	40	25	35
Sunday, March 15 th	55	33	44
Wednesday, March 18 th	48	27	39
Sunday, March 22 nd	47	39	47
Thursday, March 26 th	42	26	45
Friday, March 27 th	42	32	44
Saturday, March 28 th	52	30	38
Average	46	30	43
Overall Average:	40		
Maximum Number of Cars:	55		
Minimum Number of Cars:	25		

With 85 occupied units during this time frame, the average morning parking need was 0.54 spaces per unit (46/85), and the maximum parking need was just 0.65 spaces per unit (55/85). Based on these numbers, the existing 120 apartments would require 78 spaces if all existing units were occupied.



Homes for Generations

May 5, 2009

HAR MAR APARTMENTS
2225-2265 Snelling Avenue North
Roseville, MN

Final Plat Application: Written Narrative

Legal Description and PIN

The legal description and PIN are shown on the proposed plat plans.

Changes from the Preliminary Plat

Transmission Lines

Schedule B2-12 is an easement for transmission lines, Doc. No. 3148963, and is shown on final plat.

Gas Pipeline

Schedule B2-13 is an easement for a gas pipeline, Doc. No. 3148964, and is shown on the final plat.

Notice of Lis Pendens for Underground Utilities

Schedule B2-23 is a notice of lis pendens for underground utilities, Doc. No. 2004071. Aeon cannot determine if this easement has been recorded in final form. At the City of Roseville's request, Aeon intends to dedicate this easement as part of the final plat. The easement is along the west line of Lot 1 and then turns northeasterly and easterly. The portion along the westerly boundary line is entirely within the drainage and utility easement to be dedicated on the plat. The remaining 10-foot easement is being dedicated on the plat as a utility easement and conforms to the easement supplied by the City.

Subdivision Line

The final plat dedicates a six foot easement on each side of the dividing line between Lots 1 and 2.

Easements along the Southern and Western Border of the Property

The final plat dedicates drainage and utility easements over the south and west 12 feet of Lot 1 and over the west and north 12 feet of Lot 2.



Homes for Generations

Compliance with Applicable Code Requirements

The final plat includes all of the utility and drainage easements required by the City. In addition, as outlined in the PUD application, the final plat complies with all of the applicable building and safety codes.

Outstanding Issues

The Dedication of the Public Roadway within the Site

As outlined in the PUD application, the county and the city are requiring Aeon to dedicate the portion of West Snelling Drive within the site. Currently, the city has a permanent easement over the road for public road, highway and utility purposes, which is Schedule B2-11, Doc. No. 1795426 and amended by Doc. No. 3952167. It is shown as SERVICE DRIVE on the plat, but the name of this road has not been selected at this time and must be determined before the approval of the final plat. In addition, to fully fund the project, Aeon needs to dedicate the roadway after it completes the Phase I improvements because dedicating the roadway before reconstruction will reduce the amount of low income housing tax credits the project will receive. According to federal law, the amount of low income housing tax credits a project receives is based on the amount of construction activities within the project's property boundary. Dedicating the roadway prior to reconstruction would move it outside the project's property boundary, thus reducing the amount of funding for the overall project. To resolve the issue, Aeon, the city and the county could finalize the plat with the road easement in place, and Aeon could sign a legal agreement with the county and the city stating that Aeon will dedicate the road and replat it after construction is completed. This agreement will need further exploration.

MN-DOT's Property Overlaps the Northwest Corner of Aeon's Property

Schedule B2-9 is a final certificate for highway purposes, Doc. No. 1020360. This easement overlaps the south seven acres by approximately four feet and is currently shown as an easement on the final plat. MN-Dot staff are aware of the overlap and have indicated that they agree with our north line of the south seven acres and are willing to give the overlapping portion to Aeon. At this point, Aeon does not know when or by what method MN-DOT will give back the overlapping parcel. Aeon staff and Aeon's surveyor are currently working to resolve the issue. The four foot overlapping section does not impact Phase I reconstruction activities.

Improvements in the Triangle of Land Bordering the Northwest Corner of the Site

The PUD plans show driveway access to the Phase II building and a rain garden in the triangle of land. However, the final plat does not show these improvements. As outlined in the PUD application, the owner of the triangle is unknown, and MN-DOT has an easement over it for highway purposes. Aeon and the City have been working with MN-DOT to obtain the easement or secure the necessary approvals to construct the improvements during Phase II of the project.



Homes for Generations

Aeon anticipates a successful outcome; however, because MN-DOT has such a large bureaucracy and the process is complicated, it will likely take months to secure the rights to build the improvements. These improvements will be part of Phase II and will not impact Phase I of the project.

Notice of Lis Pendens for Highway Condemnation

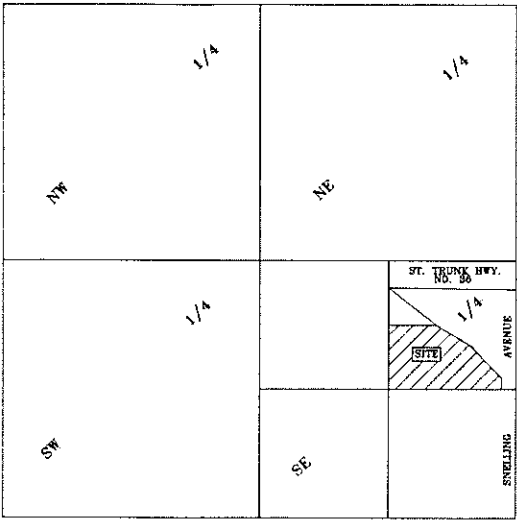
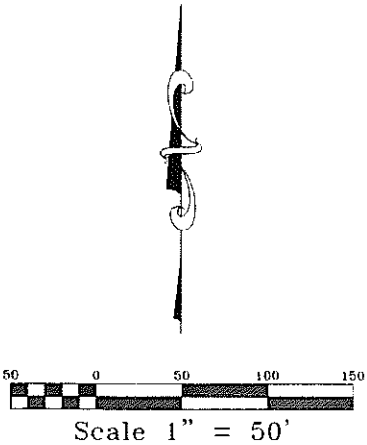
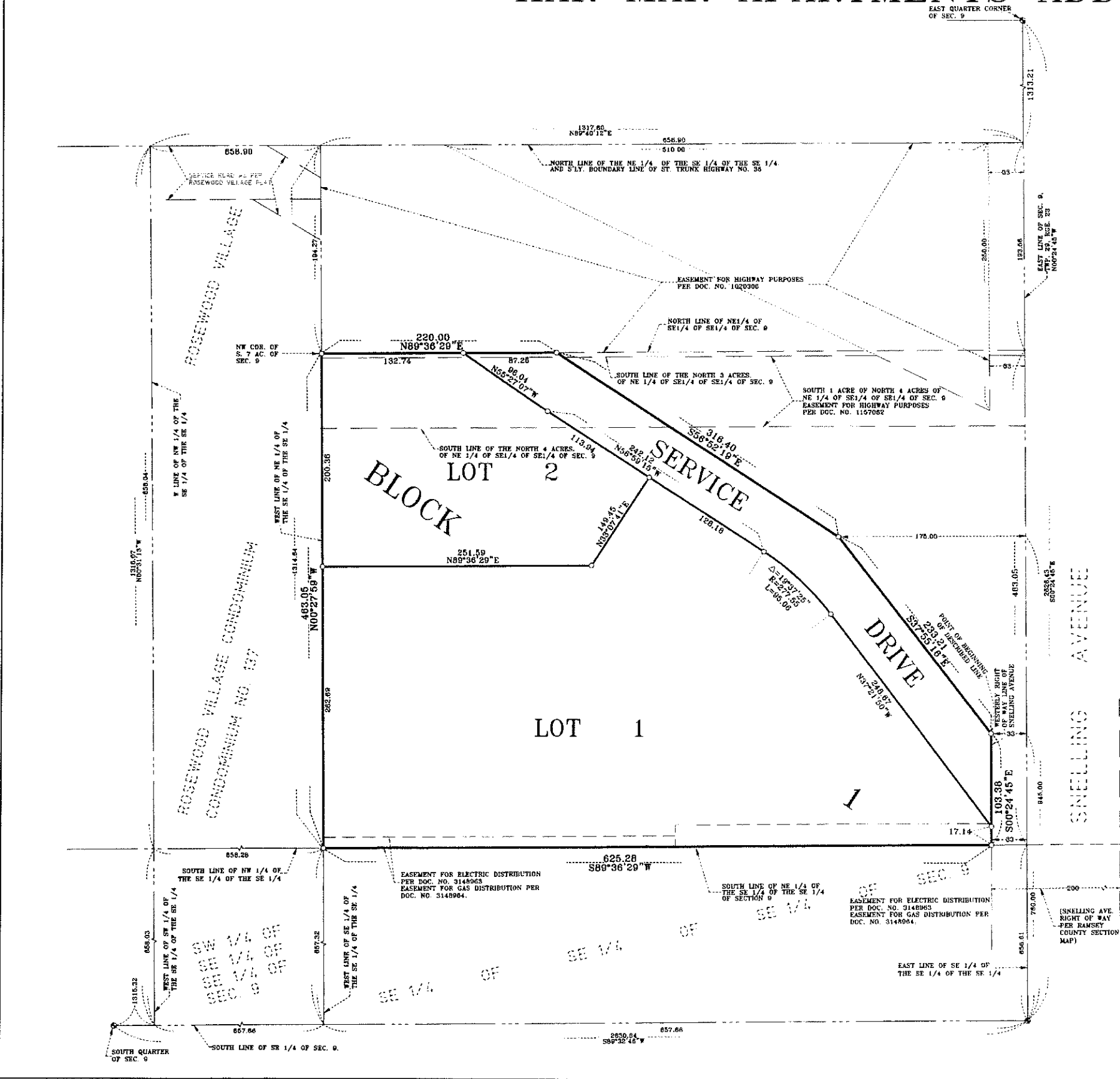
Schedule B2-22 is a notice of lis pendens for highway condemnation, Doc. No. 1391877. This lis pendens indicates it will be taken in fee title; however Aeon cannot locate a final certificate, and it does not show up on the title commitment. Aeon is currently working with city staff to determine if it was taken in fee title or if it is an easement.

Turnbacks in the Southeast Corner of the Property

MN-DOT may have turnbacks for part of Snelling Avenue or the Service Drive in the southeasterly corner of the plat. Aeon is working with MN-DOT to resolve the issue. The turnbacks would not affect the redevelopment activities.

HAR MAR APARTMENTS ADDITION

C.R. DOC. NO. _____



PRELIMINARY DRAFT 4/20/09

C.E. COULTER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

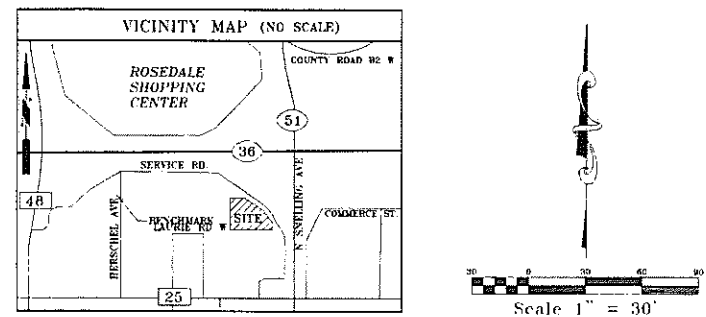
PRELIMINARY PLAT OF:
HAR MAR APARTMENTS ADDITION

BENCHMARK:
TOP NUT FIRE HYDRANT
HERSCHEL AVENUE & S. 36 SERVICE ROAD
ELEVATION = 960.36 (NGVD)

ALL ELEVATIONS REFER TO MEAN SEA LEVEL
DATUM AS ESTABLISHED BY THE UNITED STATES
COAST AND GEODETIC SURVEYS,
NATIONAL GEODETIC VERTICAL DATUM, 1929

SUMMARY OF PROPOSED PARKING:

50 UNDERGROUND PARKING SPACES
98 ON-SITE PARKING SPACES
50 ON-STREET PARKING SPACES
198 TOTAL PROPOSED PARKING SPACES



LEGEND

•	DENOTES SET PROPERTY CORNER.	DOC.	DENOTES DOCUMENT.
• PK	DENOTES SET "P" PROPERTY CORNER.	COR.	DENOTES CORNER.
•	DENOTES FOUND CASE IRON MONUMENT.	NO	DENOTES NO.
ENC.	DENOTES ENCROACHMENT.	CLR.	DENOTES FENCE.
•	DENOTES NORTHEAST.	CLR.	DENOTES MEASUREMENT CLEAR OF PROPERTY LINE.
•	DENOTES SOUTHWEST.	ED-#	DENOTES SCHEDULE D ITEM.
•	DENOTES NORTHWEST.	SECTION	DENOTES SECTION.
•	DENOTES SOUTHWEST.	TWP.	DENOTES TOWNSHIP.
• STH	DENOTES STATE TRUNK HIGHWAY.	DENOTES	DENOTES RANGE.
•	DENOTES RISE ELEVATION.	CO	DENOTES COUNTY.
•	DENOTES INVERT ELEVATION.	CO SANM/H	DENOTES SANITARY SEWER MANHOLE.
• FT.	DENOTES FEET.	SS	DENOTES SANITARY SEWER.
•	DENOTES BACK OF CURB.	CO	DENOTES CLEANOUT.
• FH	DENOTES FIRE HYDRANT.	ED-SS	DENOTES STORM SEWER.
•	DENOTES WATER VALVE.	CO STH/H	DENOTES STORM SEWER MANHOLE.
• W	DENOTES WETWORK DRAFFS.	ED-CHRD	DENOTES CHORD.
•	DENOTES CONSPICUOUS TREES.	ED	DENOTES OVERHEAD ELECTRIC LINE.
•	DENOTES POWER POLE.	CHRD	DENOTES OVERHEAD TELEPHONE LINE.
• PP/TP	DENOTES POWER & TELEPHONE POLE.	CHRD	DENOTES GAS LINE.
• JC	DENOTES HANDICAP PARKING SPACE.	SS	DENOTES GAS METER.
• TTF	DENOTES TOP OF T/F FINISHED FLOOR.	CHRD	DENOTES CHAIN-LINK FENCE.
•	ELEVATION AT NORTH ENTRANCE.		

NOTES

- 1) ALL BEARINGS SHOWN ARE BASED ON THE BEARING OF THE SOUTH LINE OF THE SE 1/4 OF SECTION 9, T1P. 29, R3C33.
- 2) PROPERTY ADDRESS: 3225 SELLING AVENUE NORTH, ROSEVILLE, MN 55113. UNMAPPED COUNCIL SQUARE NO. 2705900 EFFECTIVE DATE 03/30/1961.
- 3) PROPERTY CONTAINS 288,656 SQUARE FEET OR 5.249 ACRES.
- 4) ALL LEGAL DESCRIPTIONS AND EASEMENTS SHOWN PER COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. 309291, DATED MARCH 1, 2009 (RE-INSURE NO. 1).
- 5) PROPERTY IDENTIFICATION NUMBER (PID NO.) IS 09-220-33-44-0001.
- 6) PROPERTY ADDRESS: 3225 SELLING AVENUE NORTH, ROSEVILLE, MN 55113
- 7) LAND USE ZONE: B1
LAND USE DESCRIPTION: M - APARTMENTS 50 OR MORE UNITS
BUILDING EASEMENTS:
30 FT MIN - FRONT YARD
30 FT MIN - CORNER SIDE YARD
10 FT MIN - SIDE YARD
20 FT MIN - REAR YARD

SCHEDULE B EXCEPTIONS NOTE:

2) AS TO B2-11: DOC. NO. 1795426 IS A 50 FEET WIDE PERPETUAL EASEMENT FOR PUBLIC ROAD, HIGHWAY AND UTILITY PURPOSES AMENDED BY AMENDED AND RESTATED EASEMENT IN DOC. NO. 3852167.

The undersigned surveyor, John Coulter Peterson, a licensed land surveyor in the state of Minnesota, hereby certifies to M&J Marshall & Uly Bank, a Wisconsin banking corporation, The Housing Partnership Fund, Inc., a Massachusetts non-profit corporation, together with its successors and assigns, Shelling Avenue LfL, a Colorado limited liability company, Central Community Housing Trust, Ramsey County HRA, a Minnesota political subdivision, and Commonwealth Land Title Insurance Company, as follows:

A.
This is a true and correct survey of :

The South 7 acres of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4 of SE 1/4), Section Nine (9), Township Twenty-Nine (29), Range Twenty-three (23), according to the Government Survey thereof.

Subject to the rights acquired and to be acquired by the State of Minnesota for highway purposes in that part of the above described tract lying Northerly and Easterly of the following described line:

beginning at a point up a line run parallel with and distant thirty-three (33) feet West of the East line of said Section Nine; (8) distant seven hundred sixty (760) feet North (measured along said East Section Line) from the Southeast corner thereof; thence run Northwesterly to a point which is 945 feet North and 175 feet West from said Southeast corner; thence run Northwesterly to a point on the North line of the South 7 acres of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE 1/4 of SE 1/4 of SE 1/4) of said Section 9, distant 220 feet East of the Northwest corner thereof and thence terminating.

Subject also to the rights of the public in Snelling Avenue

And subject to the following described easement, as stated in Document No. 3952167:

A 50.00 foot easement for roadway purposes over, under and across the South 7 acres of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 9, Township 28, Range 23, according to the Government Survey thereof, the centerline of said easement being more particularly described as follows:

[illegible]

Ramsey County, Minnesota

B. This refers to Commonwealth Land Title Insurance Company Owner's Policy for Title Insurance No. 209291 dated March 1, 2009 (Re-issue No. 1) for the Property.

C. This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by the ALTA and NSPS in 2005, and includes Items 1 through 6, 7(a), 8, 9 (as to count only if striped), 10 and 11. (b) of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Minnesota, the maximum relative Horizontal Accuracy is 0.07 feet.

D.
The Property contains 5.240 Acres (228,658 Square Feet.)

Borrower, Lender, Title Company, their successors and assigns may rely on this Certificate.

Date: 4/28/09 Revised 5/04/09
John Coulter Peterson
 John Coulter Peterson
 Minnesota License No. 13782

NOTE: THIS SURVEY CERTIFICATE IS NOT VALID WITHOUT A RAISED SEAL.
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C. E. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA AND WISCONSIN

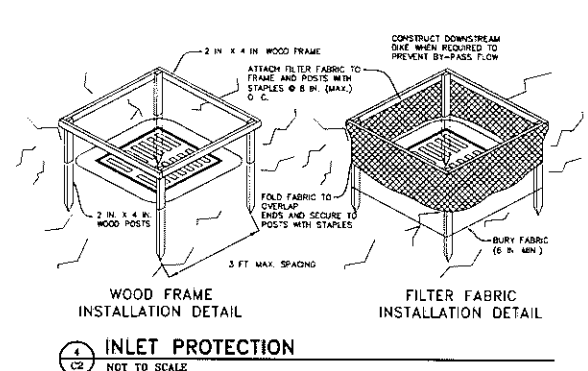
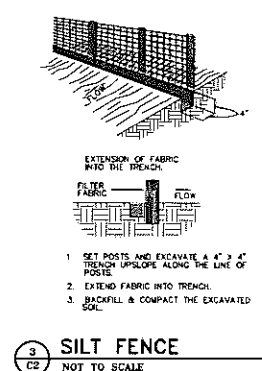
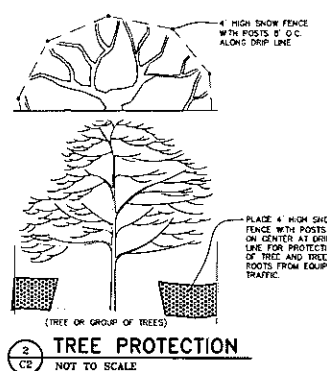
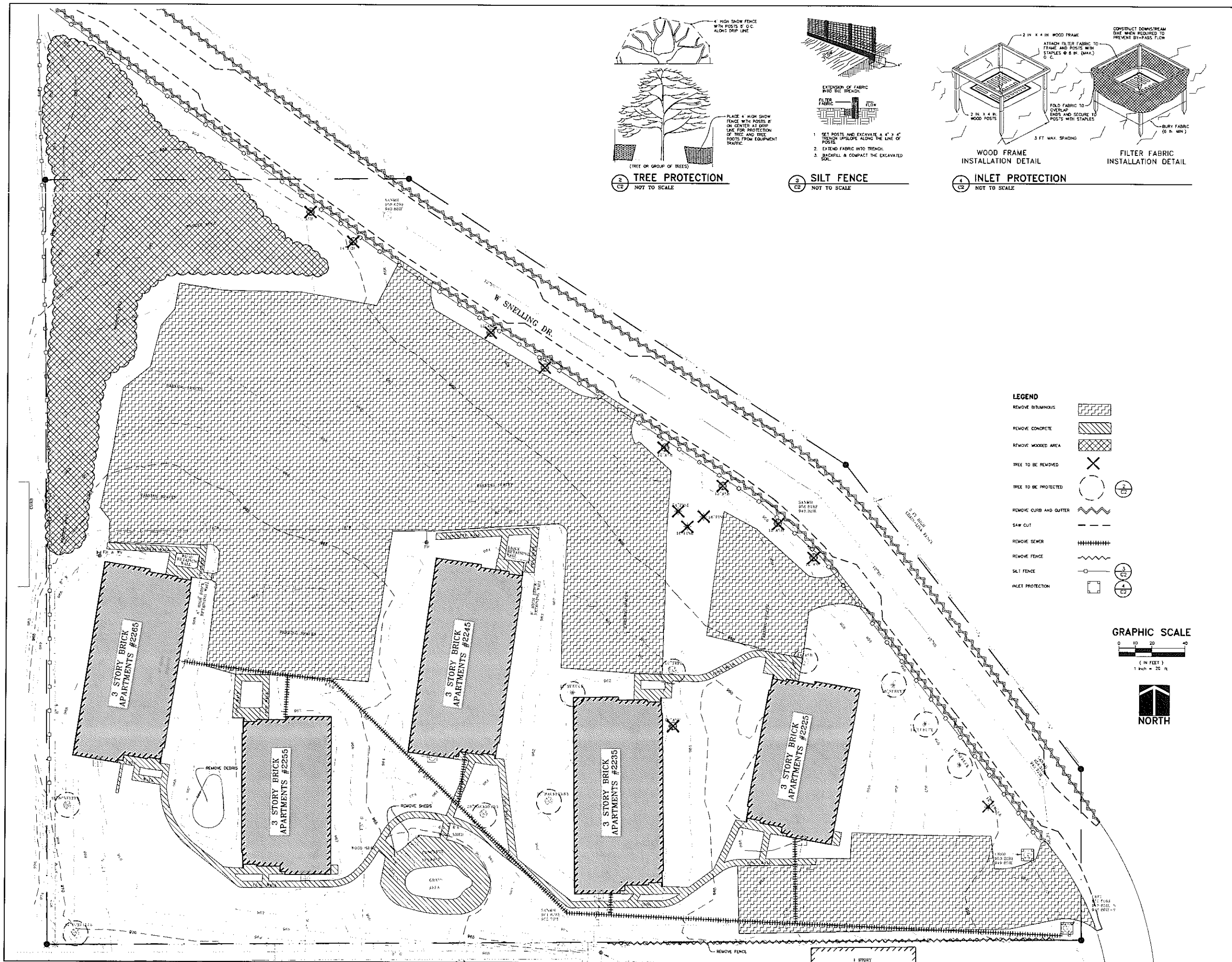
1108 West Burnsville Pkwy, #250
Burnsville, Minnesota 55337

Phone: 932-808-2500/FAX: 932-808-9501
E-mail: csulter@csulter.com

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

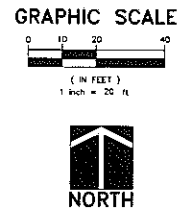
John Coulter Petersen

Date 4/28/09 Rev. 5/09 Lic. No. 13702



LEGEND

REMOVE BITUMINOUS	
REMOVE CONCRETE	
REMOVE WOODED AREA	
TREE TO BE REMOVED	
TREE TO BE PROTECTED	
REMOVE CURB AND GUTTER	
SAW CUT	
REMOVE SEWER	
REMOVE FENCE	
SILT FENCE	
INLET PROTECTION	



COLLABORATIVE DesignGroup, Inc.
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Aeon
Somes for Generations

RL Melchert LLC
921 St. Croix Street
Hudson, WI 54016

HAR MAR APARTMENTS

NO.	DATE	DESCRIPTION
1	05/01/2009	PUD SUBMITTAL
2	05/01/2009	HAR MAR APT'S REHABILITATION
3	05/01/2009	2245 SNELLING AVE
4	05/01/2009	ROSEVILLE, MN

DEMOLITION PLAN

SCALE	1" = 20'
DRAWN BY	RLM
CHECKED BY	RLM
PROJ. ARCH.	RLM
PROJ. MGR.	RLM
DATE	06/01/09

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Homes for Generations

HAR MAR APARTMENTS

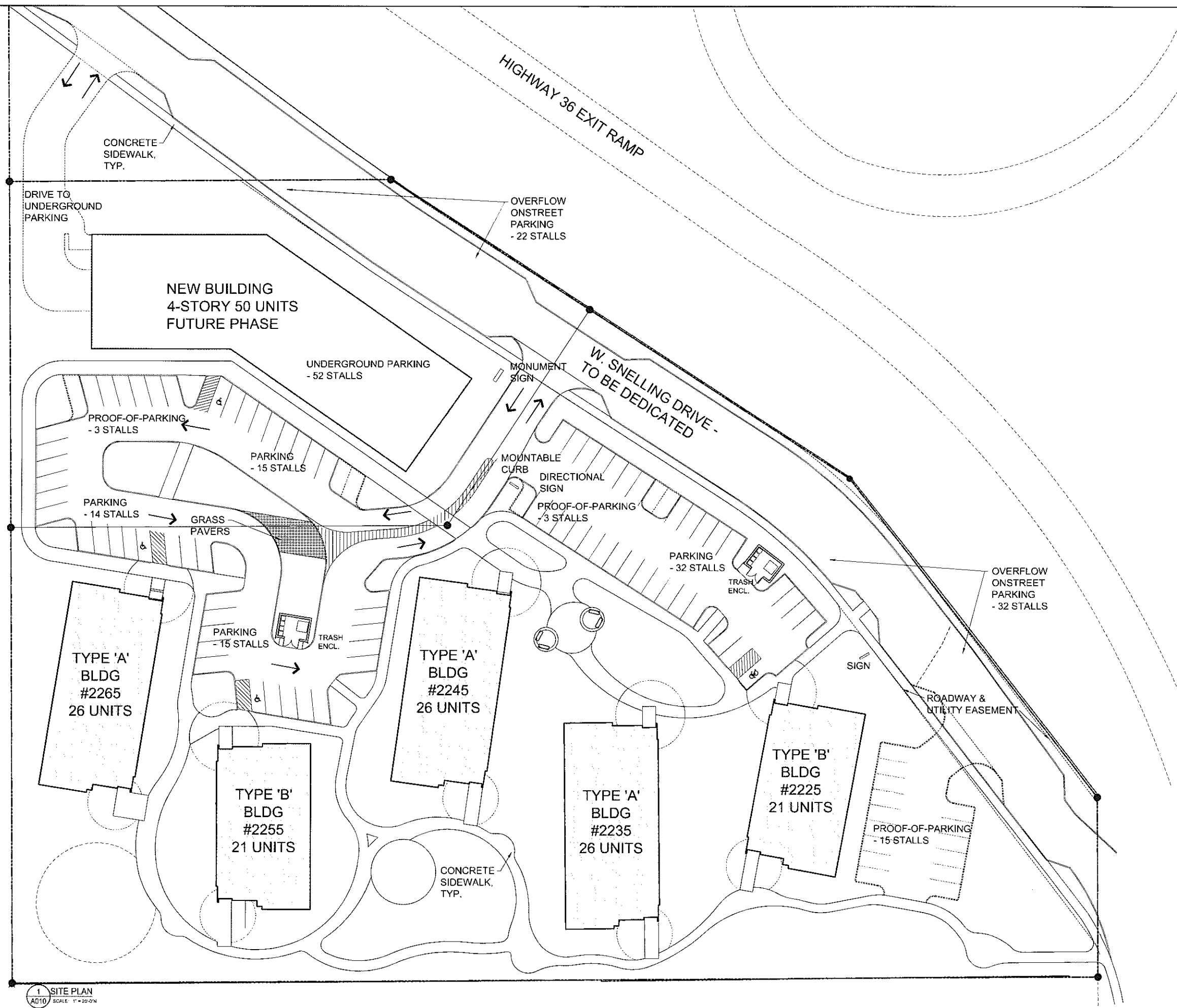
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PHASE 1 & 2 SITE PLAN

SCALE	1" = 20'-0"
DRAWN BY	DJW
CHECKED BY	DJW
PROJ. ARCH.	DJW
PROJ. MGR.	DJW
JOB NO.	06071.04
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A010



1 SITE PLAN
A010 SCALE: 1" = 20'-0"



COLLABORATIVE
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Minneapolis, Minnesota 55401
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www.collaborativedesigngroup.com



Homes for Generations

RL Melchert LLC
921 St. Croix Street
Hudson, WI 54016

HAR MAR
APARTMENTS

NO.	DATE	DESCRIPTION
1	05/01/2009	PLD SUBMITTAL
2	05/01/2009	ISSUE LOG
3	05/01/2009	HAR MAR APT'S REHABILITATION
4	05/01/2009	2245 SNELLING AVE ROSEVILLE, MN

HAR MAR APT'S
REHABILITATION
2245 SNELLING AVE
ROSEVILLE, MN

GRADING
PLAN

SCALE 1" = 20'
DRAWN BY CLM
CHECKED BY JAW
PROJ. ARCH. DJW
PROJ. MGR. DJW
JOB NO. 06077-00
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C4

TABLE OF QUANTITIES

RIPRAP AT RCP OUTLETS									
		CLASS II #50" 8"		CLASS II #50" 9"		CLASS IV #50" 12"		CLASS IV #50" 12"	
DIAM. OF RCP (IN.)	L (FT.)	12" DEPTH RIPRAP (CU. YDS.)	12" DEPTH GRANULAR FILTER (CU. YDS.)	12" DEPTH RIPRAP (CU. YDS.)	12" DEPTH GRANULAR FILTER (CU. YDS.)	12" DEPTH RIPRAP (CU. YDS.)	12" DEPTH GRANULAR FILTER (CU. YDS.)	12" DEPTH RIPRAP (CU. YDS.)	12" DEPTH GRANULAR FILTER (CU. YDS.)
12	8	2.8	1.4	4.1	2.1	3.5	2.8	2.8	2.8
18	8	2.8	1.4	4.1	2.1	3.5	2.8	2.8	2.8
24	12	4.2	2.1	6.3	3.2	5.3	4.2	4.2	4.2
30	12	5.6	2.8	8.4	4.2	7.1	5.6	5.6	5.6
36	12	7.0	3.5	10.5	5.3	8.8	7.0	7.0	7.0
42	12	8.4	4.2	12.6	6.3	10.5	8.4	8.4	8.4
48	20	12.6	6.3	18.4	8.7	15.3	12.6	12.6	12.6

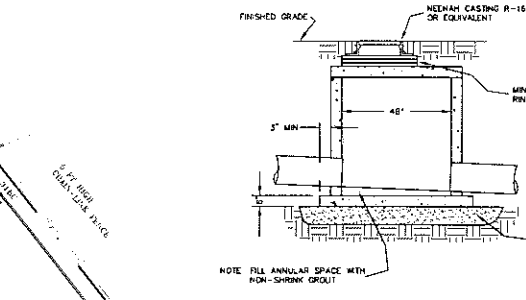
TABLE OF QUANTITIES

RIPRAP AT RCP-A OUTLETS OR BOXES OF EQUIVALENT SPAN WIDTH									
		CLASS II #50" 8"		CLASS II #50" 9"		CLASS IV #50" 12"		CLASS IV #50" 12"	
SPAN OF RCP (IN.)	L (FT.)	12" DEPTH RIPRAP (CU. YDS.)	12" DEPTH GRANULAR FILTER (CU. YDS.)	12" DEPTH RIPRAP (CU. YDS.)	12" DEPTH GRANULAR FILTER (CU. YDS.)	12" DEPTH RIPRAP (CU. YDS.)	12" DEPTH GRANULAR FILTER (CU. YDS.)	12" DEPTH RIPRAP (CU. YDS.)	12" DEPTH GRANULAR FILTER (CU. YDS.)
24	10	3.9	2.0	5.9	3.0	7.8	3.9	3.9	3.9
30	12	4.7	2.4	7.1	3.6	9.4	4.7	4.7	4.7
36	14	5.6	2.8	8.4	4.2	11.0	5.6	5.6	5.6
42	16	6.5	3.3	9.8	5.0	12.6	6.5	6.5	6.5
48	20	8.4	4.2	12.6	6.3	15.3	8.4	8.4	8.4

NOTES:

- REQUIREMENTS FOR RIPRAP SIZE AND THICKNESS AND FILTER BLANKET WILL BE DESIGNATED IN THE PLANS.
- FOR RCP'S GREATER THAN OR EQUAL TO 30", USE 12" DEPTH.
- THE CONTRACTOR, AT HIS OPTION, MAY SUBSTITUTE A GEOTEXTILE FABRIC, "SPEC. 3601" FOR THE GRANULAR FILTER BLANKET UNLESS OTHERWISE SPECIFIED IN THE PLANS. THE FABRIC SHOULD COVER THE AREA OF THE RIPRAP AND EXTEND UNDER THE OULVERT APPROX. 3 FT.
- DIMENSION L IS GIVEN ON "STANDARD PLATES 3100 AND 3110."
- REFERENCE LATEST EDITION OF MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- REFERENCE LATEST EDITION OF MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD PLATES.

3 C4 RIP RAP AT RCP OUTLETS AND CURB CUTS
NOT TO SCALE



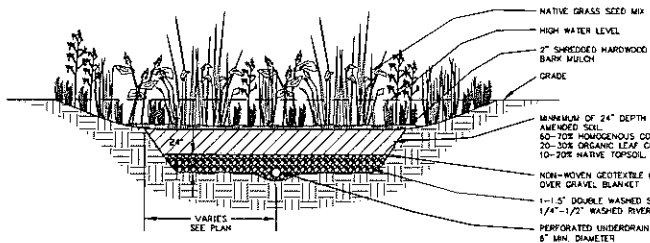
1 C4 SHALLOW STMH
NOT TO SCALE

LEGEND

PROPOSED CONTOUR	--- 962 ---
EXISTING CONTOUR	--- 962 ---
EXISTING STORM SEWER	---
EXISTING STORM MANHOLE	---
EXISTING CATCH BASIN	---
PROPOSED STORM SEWER	---
PROPOSED CATCH BASIN	---
PROPOSED STORM MANHOLE	---
STORM DRAINAGE	---
RIP RAP	---
TYPE 1 EROSION MAT	---

GRAPHIC SCALE

0 10 20 40
1" = 20'
1 inch = 20 ft



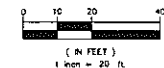
2 C4 BIOFILTRATION/DETENTION BASIN
NOT TO SCALE

HAR MAR APARTMENTS

LEGEND

EXISTING OH TELEPHONE	---
EXISTING OH ELECTRIC	---
EXISTING STORM SEWER	---
EXISTING SANITARY SEWER	---
EXISTING WATER	---
EXISTING GAS	---
PROPOSED WATERMAIN	---
PROPOSED SANITARY SEWER	---
PROPOSED GAS LINE	---
PROPOSED STORM SEWER	---
PROPOSED SANITARY MANHOLE	●
PROPOSED SANITARY CLEAN OUT	+
PROPOSED HYDRANT	●
PROPOSED STORM MANHOLE	●
PROPOSED CATCH BASIN	●

GRAPHIC SCALE



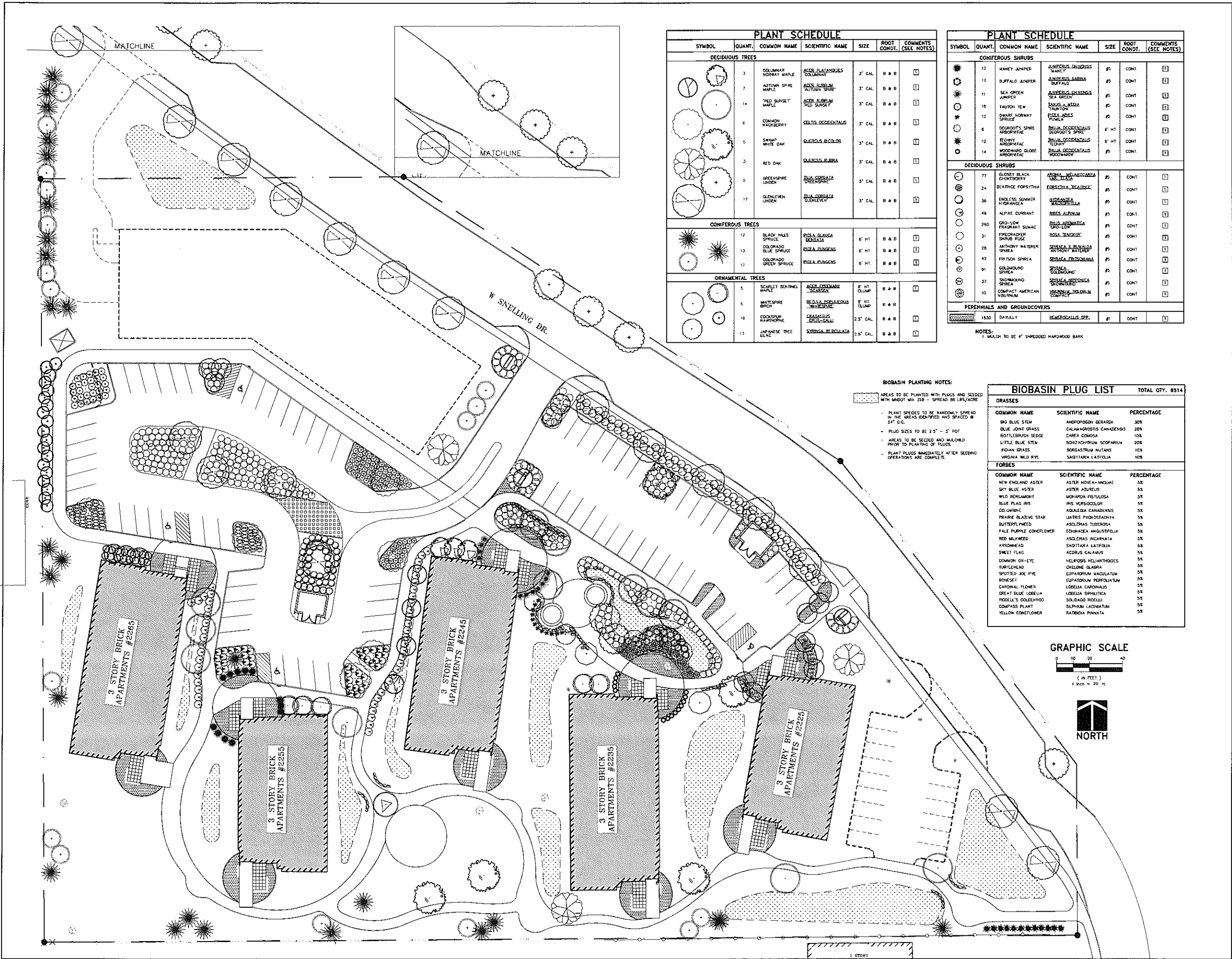
NO.	DATE	DESCRIPTION
1	05/11/2009	PUD SUBMITTAL

ISSUE LOG
HAR MAR APT'S REHABILITATION
2245 SNELLING AVE ROSEVILLE, MN

UTILITY PLAN

SCALE	1" = 20'
DRAWN BY	JL
CHECKED BY	JL
PROJ. ARCH	DJA
PROJ. MGR	DJA
JOB NO.	06071.00
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C5



PLANT SCHEDULE						
SYMBOL	QUANT.	COMMON NAME	SCIENTIFIC NAME	SIZE	ROOT COND.	COMMENTS (SEE NOTES)
DECIDUOUS TREES						
	3	COLUMNAR NORWAY MAPLE	ACER PLATANOIDES COLUMNAR	3" CAL	B & B	
	7	AUTUMN SPIRE MAPLE	ACER RUBRUM AUTUMN SPIRE	3" CAL	B & B	
	14	RED SUNSET MAPLE	ACER RUBRUM RED SUNSET	3" CAL	B & B	
	6	COMMON HACKBERRY	CELTIS OCCIDENTALIS	3" CAL	B & B	
	5	SWAMP WHITE OAK	QUERCUS BICOLO	3" CAL	B & B	
	3	RED OAK	QUERCUS RUBRA	3" CAL	B & B	
	9	GREEN SPIRE LINDEN	LILIA CORDATA GREEN SPIRE	3" CAL	B & B	
	17	GREEN SPIRE LINDEN	LILIA CORDATA GREEN SPIRE	3" CAL	B & B	
CONIFEROUS TREES						
	12	BLACK HILLS SPRUCE	PICEA MARMOSA BLACK HILLS	6" HT	B & B	
	13	COLORADO BLUE SPRUCE	PICEA PLUGENS	6" HT	B & B	
	12	COLORADO GREEN SPRUCE	PICEA PLUGENS	6" HT	B & B	
ORNAMENTAL TREES						
	5	SCARLET SENTINEL MAPLE	ACER FREEMANTII SCARLET	8" HT. CLUMP	B & B	
	6	WHITESPIRE BIRCH	BETULA PUMILA WHITESPIRE	8" HT. CLUMP	B & B	
	19	COOKSPUR HAWTHORNE	CRATAEGUS COOKSPUR	2.5" CAL	B & B	
	13	JAPANESE TREE LILAC	SYRINGA JAPONICA	2.5" CAL	B & B	

PLANT SCHEDULE						
SYMBOL	QUANT.	COMMON NAME	SCIENTIFIC NAME	SIZE	ROOT COND.	COMMENTS (SEE NOTES)
CONIFEROUS SHRUBS						
	12	MANEY JUNIPER	JUNIPERUS CHINENSIS MANEY	#5	CONT.	
	11	SEA GREEN JUNIPER	JUNIPERUS SABINA SEA GREEN	#5	CONT.	
	17	TAUTON YEW	TAXUS MEDIA TAUTON	#5	CONT.	
	12	DWARF NORWAY SPRUCE	PICEA ABIES TUMIDA	#5	CONT.	
	6	DEGROOT'S SPIRE ARBORVITAE	BIJLIA OCCIDENTALIS DEGROOT'S SPIRE	6" HT	CONT.	
	12	TICHOFF ARBOVITAE	BIJLIA OCCIDENTALIS TICHOFF	6" HT	CONT.	
	14	WOODWARD GLOBE ARBORVITAE	BIJLIA OCCIDENTALIS WOODWARD	#5	CONT.	
DECIDUOUS SHRUBS						
	77	GLOSSY BLACK CHOKEBERRY	ARONIA MELANOCARPA VAR. LILATA	#5	CONT.	
	24	BEATRICE FORSYTHIA	EDERISIA BEATRICE	#5	CONT.	
	36	ENDLESS SUMMER HYDRANGEA	HYDRANGEA WAXFLOIDA	#5	CONT.	
	49	ALPINE CURRANT	RIBES ALPINUM	#5	CONT.	
	260	GOLD-LOW FRAGRANT SUNWAG	ELVIS ARNICA GOLD-LOW	#5	CONT.	
	31	FRECKLEBERRY SHRUB ROSE	ROSA BLACKIE	#5	CONT.	
	28	ANTHONY WATERER SPIREA	SPIRAEA X BUNALDI ANTHONY WATERER	#5	CONT.	
	42	FRITSCH SPIREA	SPIRAEA FRITSCHIANA	#5	CONT.	
	91	GOLDMOUND SPIREA	SPIRAEA GOLDMOUND	#5	CONT.	
	37	SNOWMOUND SPIREA	SPIRAEA NIPONICA SNOWMOUND	#5	CONT.	
	10	COMPACT AMERICAN VIBURNUM	VIBURNUM OLECEUM COMPACT	#5	CONT.	
PERENNIALS AND GROUNDCOVERS						
	1530	DAYLILY	HEMEROCALLIS SPP.	#1	CONT.	

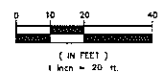
NOTES:
1. MATCH TO BE 4" SHREDDED HARDWOOD BARK

BIOBASIN PLANTING NOTES:

- AREAS TO BE PLANTED WITH PLUGS AND SEEDED WITH MIXED MIX 328 - SPREAD 88 LBS/ACRE
- PLANT SPECIES TO BE RANDOMLY SPREAD IN THE AREAS IDENTIFIED AND SPACED @ 24" O.C.
- PLUG SIZES TO BE 2" - 3" POT
- AREAS TO BE SEEDED AND MIXED PRIOR TO PLANTING OF PLUGS
- PLANT PLUGS IMMEDIATELY AFTER SEEDING OPERATIONS ARE COMPLETE

BIOBASIN PLUG LIST			TOTAL QTY. 8514
GRASSES			
COMMON NAME	SCIENTIFIC NAME	PERCENTAGE	
BIG BLUE STEM	AMPHIRODON GERARDI	30%	
BLUE JOINT GRASS	CLAMADROSTIS CANADENSIS	20%	
BOTTLEBRUSH SEDGE	CAREX COMOSA	10%	
LITTLE BLUE STEM	SCHIZACHYRIUM SCOPARUM	20%	
INDIAN GRASS	BORGASTRUM NUTANS	10%	
VIRGINIA MILK RYE	SAITARIA LATIFOLIA	10%	
FORBES			
COMMON NAME	SCIENTIFIC NAME	PERCENTAGE	
NEW ENGLAND ASTER	ASTER NOVA-ANGIAE	5%	
SKY BLUE ASTER	ASTER AZUREUS	5%	
WILD BERGAMONT	MONARDA FISTULOSA	5%	
BLUE FLAG IRIS	IRIS VERSICOLOR	5%	
COLUMBINE	AKOEFIA CANADENSIS	5%	
PRairie BLAZING STAR	LATRES PYROSTACHYA	5%	
BUTTERFLYWEED	ASOLEPAS TUBEROSA	5%	
PALE PURPLE CONEFLOWER	EDHNAEA ANGUSTIFOLIA	5%	
RED MILKWEED	ASOLEPAS INCARNATA	5%	
ARROWHEAD	SAGITTARIA LATIFOLIA	5%	
SWEET FLAG	ACORUS CALAMUS	5%	
COMMON OX-EYE	HELIOPSIS HELIANTHODES	5%	
TURTLEHEAD	CHILONE GLABRA	5%	
SPOTTED JOE PYE	EUPATORIUM MACULATUM	5%	
BONSET	EUPATORIUM PERFOLIATUM	5%	
CARDINAL FLOWER	LOBELIA CARDINALIS	5%	
GREAT BLUE LOBELIA	LOBELIA SIPHILICA	5%	
ROSEBAY GOLDENROD	SOLIDAGO RIBESII	5%	
COMPASS PLANT	SILFENUM LACINATUM	5%	
YELLOW CONEFLOWER	RATIBIDA PINNATA	5%	

GRAPHIC SCALE



RL Melchert LLC
921 St. Croix Street
Hudson, WI 54016

HAR MAR
APARTMENTS

NO.	DATE	DESCRIPTION
1	05/01/2008	PLUG SUBMITTAL
2	05/01/2008	PLUG SUBMITTAL
3	05/01/2008	PLUG SUBMITTAL
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5	05/01/2008	PLUG SUBMITTAL
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99	05/01/2008	PLUG SUBMITTAL
100	05/01/2008	PLUG SUBMITTAL

HAR MAR APT'S
REHABILITATION
2345 SNEILING AVE
ROSELVILLE, MN

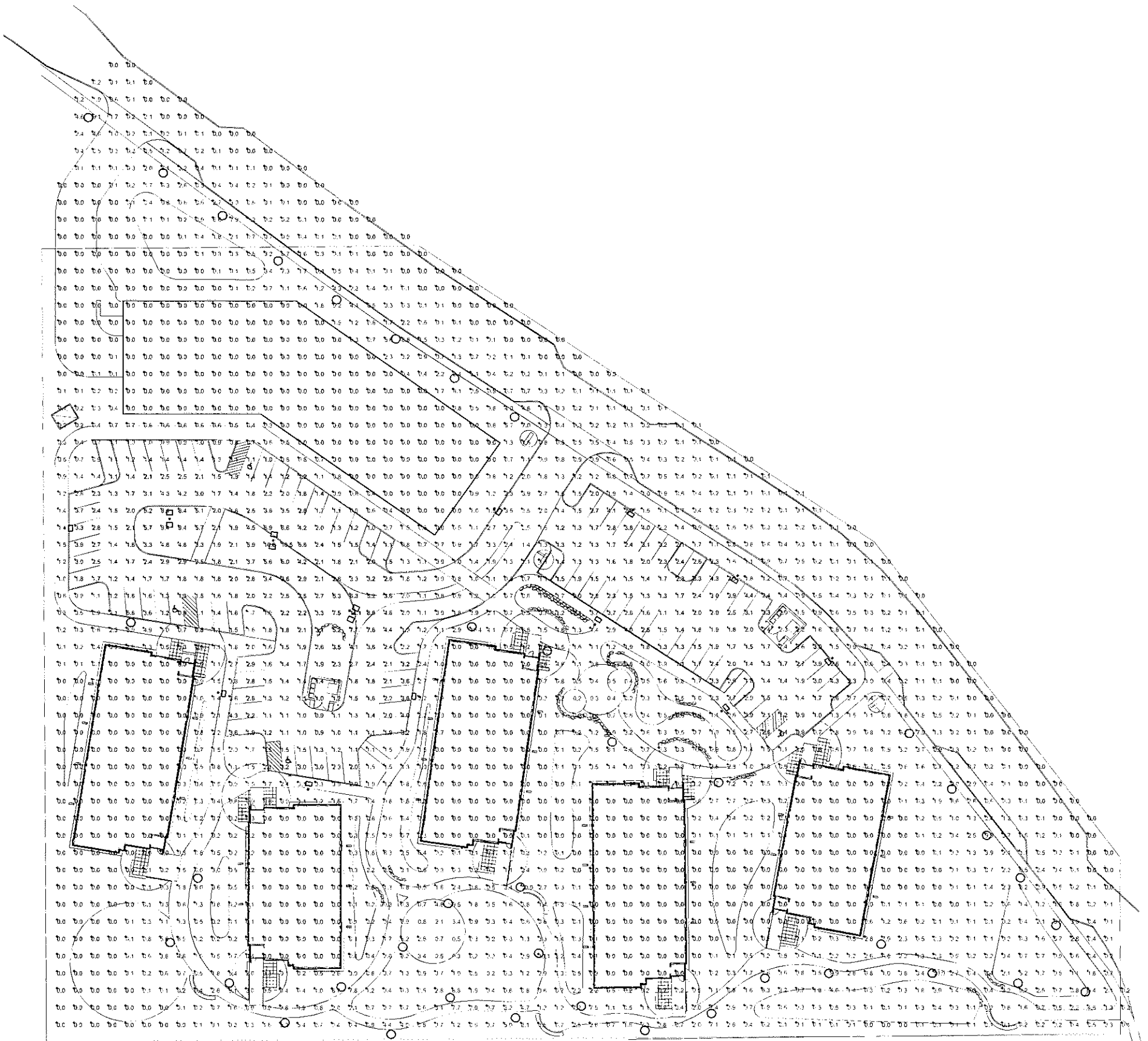
LANDSCAPE
PLAN

SCALE	1" = 20'
DRAWN BY	BDH
CHECKED BY	RLM
PROJ. ARCH	
PROJ. MGR	DJW
JOB NO.	08671.00
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LUMINAIRE SCHEDULE							
Symbol	Label	Qty	Catalog Number	Description	Lamp	Lumens	LLF Watts
	A	10	CR1-A-P25-H3	OUTDOOR ARCHITECTURAL ROADWAY REFL. SPECULAR ALUMINUM ENCL. CLEAR FLAT GLASS	250W MET HAL ED 28	22500	0.75 288
	B	0	CR1-A-P25-H4	OUTDOOR ARCHITECTURAL ROADWAY REFL. SPECULAR ALUMINUM ENCL. CLEAR FLAT GLASS	250W MET HAL ED 28	22500	0.75 288
	B1	3	CR1-A-P25-H4	OUTDOOR ARCHITECTURAL ROADWAY REFL. SPECULAR ALUMINUM ENCL. CLEAR FLAT GLASS	250W MET HAL ED 28	22500	0.75 576
	C	40	PT500 Series	15-58" DIA X 17" WALLPOST MOUNT LUMINAIRE HEAD. WHITE PAINTED REFLECTOR AND OPAL GLASS DIFFUSER. MOVE THE LAMP POSITION TO 1-1/4" LOWER.		12500	0.75 172.8

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #2	+	1.0 fc	11.1 fc	0.0 fc	N/A	N/A
CENTER PARKING	+	2.2 fc	4.4 fc	0.0 fc	4.9:1	24:1
LEFT PARKING	+	2.7 fc	11.1 fc	0.0 fc	13.9:1	34:1

LUMINAIRE LOCATIONS			
No.	Label	MH	Tilt
1	A	25.0	0.0
2	B	25.0	0.0
3	B1	25.0	0.0
4	C	10.0	0.0



1 PHOTOMETRIC SITE PLAN
1" = 30'-0"



COLLABORATIVE
DesignGroup, Inc.
100 Portland Avenue South, Suite 100
Minneapolis, Minnesota 55401
p 612.332.3854 f 612.332.3826
www.collaborativedesigngroup.com



HAR MAR APARTMENTS

NO.	DATE	DESCRIPTION
1	01/11/2011	ISSUED FOR PERMIT
2	02/01/2011	REVISION
3	02/01/2011	REVISION
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STEEN
ENGINEERING INC.
763.585.6742
763.585.6757 fax
Email: steen@steeneng.com
5430 Douglas Drive North
Crystal, MN 55429

PHOTOMETRIC SITE PLAN

SCALE	AS NOTED
DRAWN BY	LSL
CHECKED BY	SMY
PROJ. ARCH.	
PROJ. MGR.	
JOB NO.	CDE200901
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E001



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100 Portland Avenue South, Suite 100
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p 612.332.3654 f 612.332.3626
www.collaborativedesigngroup.com



HAR MAR APARTMENTS

NO.	DATE	DESCRIPTION
1		CLAUDED CHANGE

REVISION LOG

NO.	DATE	DESCRIPTION
1		ISSUE LOG

**HAR MAR APT'S.
REHABILITATION**
2225 - 2265 SNELLING AVE.
ROSEVILLE, MN

**STEEN
ENGINEERING INC.**
761-585-6742
763-585-4073 fax
Email: steen@steeneng.com
5430 Douglas Drive North
Crystal, MN 55429

PHOTOMETRIC SITE PLAN

SCALE	AS NOTED
DRAWN BY	LSL
CHECKED BY	SMY
PROJ. ARCH.	
PROJ. MGR.	
JOB NO.	CDE200901

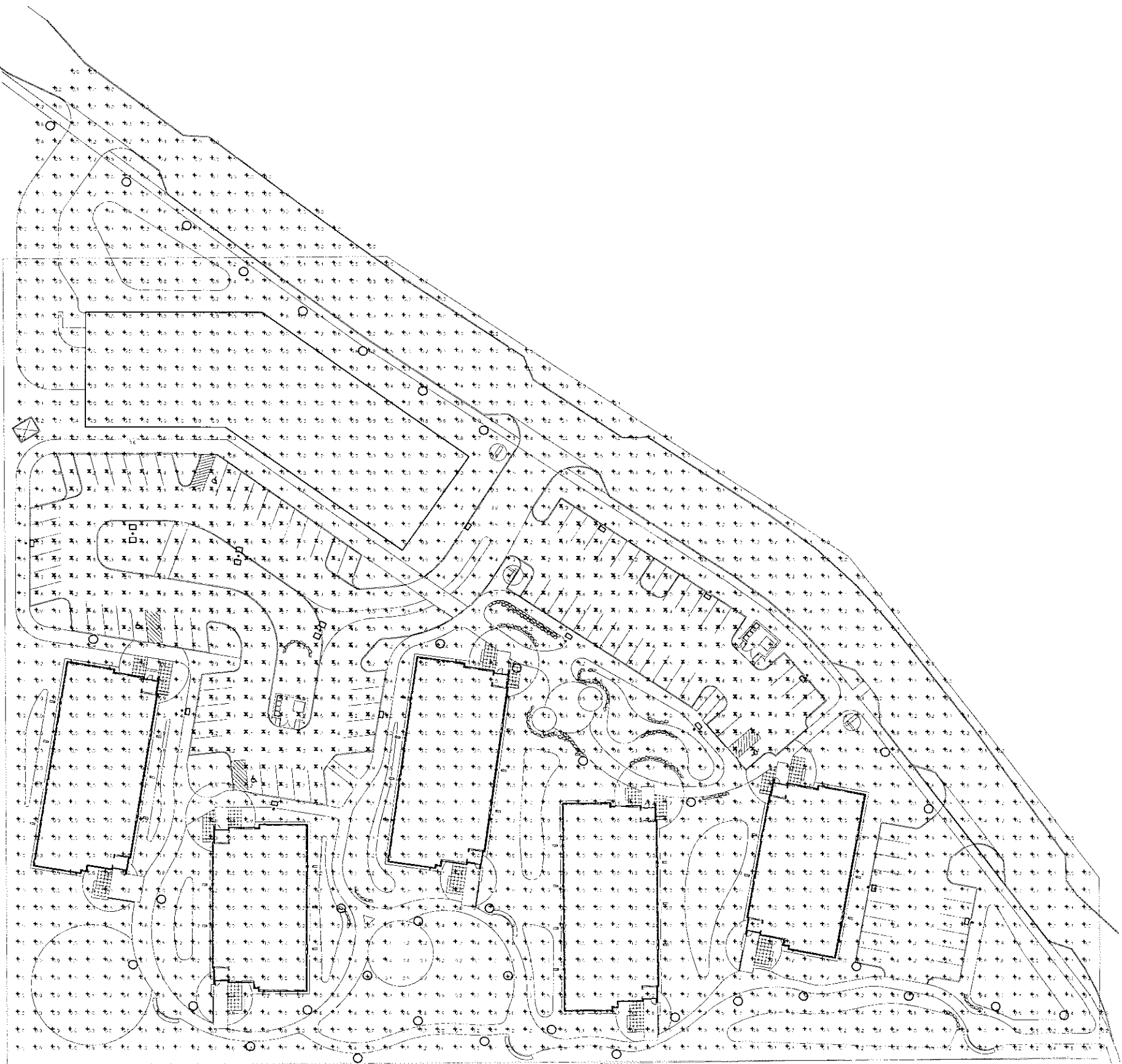
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E002

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	A	12	CR1-A-P25-H4-HS	OUTDOOR ARCHITECTURAL ROADWAY REFL. SPECULAR ALUMINUM ENCL. CLEAR FLAT GLASS	250W MET HAL ED 28	19609.xls	22500	0.75	288
	B	0	CR1-A-P25-H4-HS	OUTDOOR ARCHITECTURAL ROADWAY REFL. SPECULAR ALUMINUM ENCL. CLEAR FLAT GLASS	250W MET HAL ED 28	19627.xls	22500	0.75	288
	B1	3	CR1-A-P25-H4-HS	OUTDOOR ARCHITECTURAL ROADWAY REFL. SPECULAR ALUMINUM ENCL. CLEAR FLAT GLASS	250W MET HAL ED 28	19627.xls	22500	0.75	676
	C	37	P1550 Series	14-5/8" DIA 13" WALLPOST MOUNT LUMINAIRE HEAD WHITE PAINTED REFLECTOR AND OPAL GLASS DIFFUSER. MOVE THE LAMP POSITION TO 1/4" LOWER.		WLS_P1550SCE1.xls	12500	0.75	172.8

STATISTICS					
Description	Symbol	Avg	Max	Min	Max/Min
FIELD ZONE FC	+	1.1 fc	11.1 fc	0.0 fc	N/A
CENTER PARKING	x	2.2 fc	4.4 fc	0.0 fc	4.9:1
LEFT PARKING	x	2.7 fc	11.1 fc	0.0 fc	13.9:1
RIGHT PARKING	-	2.4 fc	8.5 fc	0.0 fc	9.4:1

LUMINAIRE LOCATIONS			
No	Label	MY	TR
1	A	25.0	0.0
2	B	25.0	0.0
3	B1	25.0	0.0
4	C	10.0	0.0



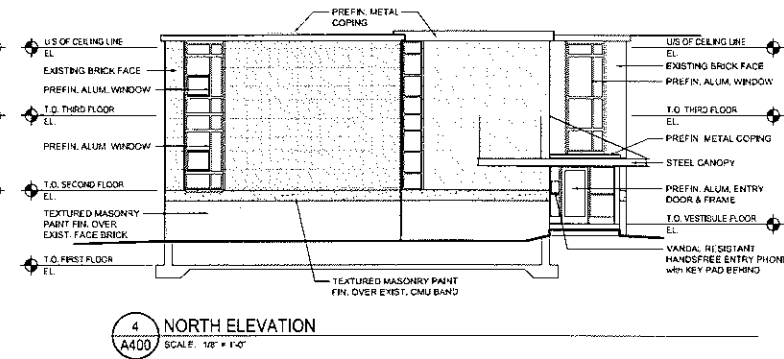
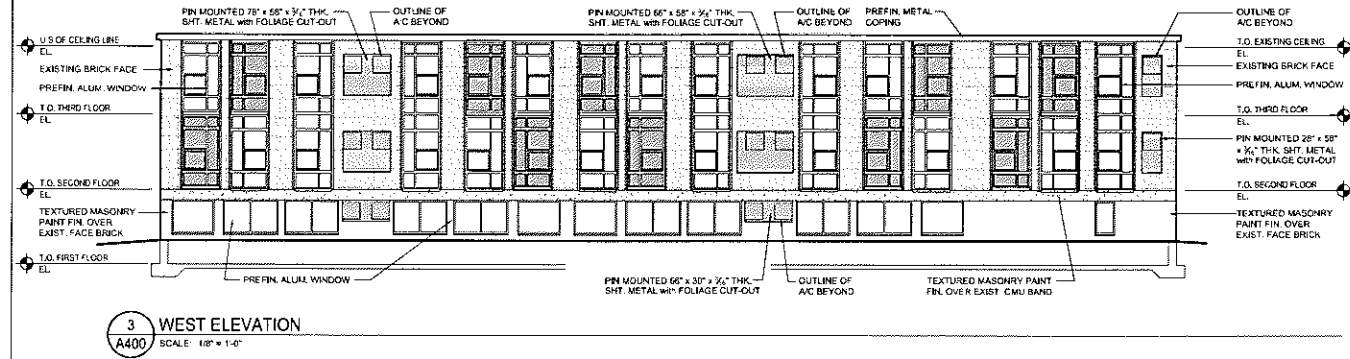
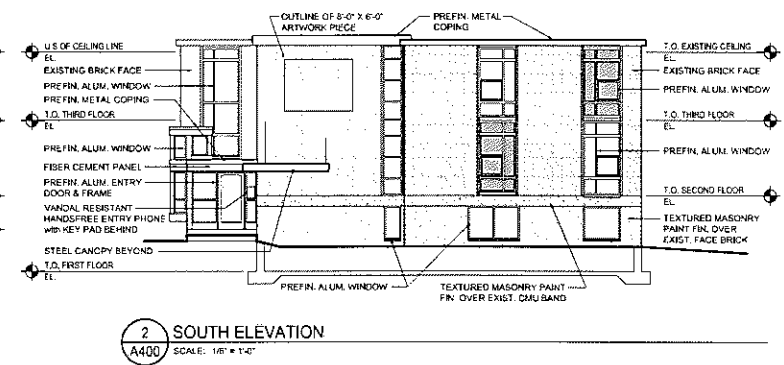
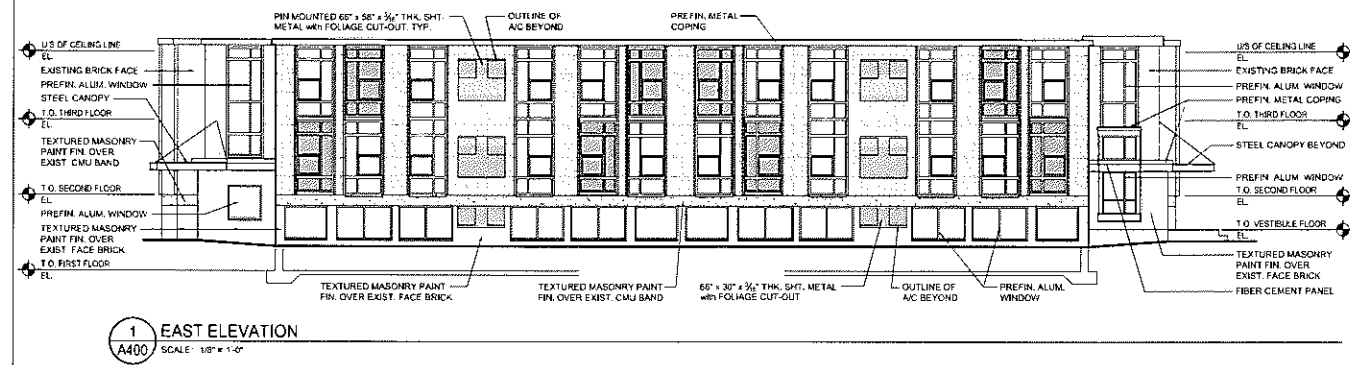
1 PHOTOMETRIC PROOF OF LIGHTING SITE PLAN
1" = 30'-0"



COLLABORATIVE
DesignGroup, Inc.
100 Portland Avenue South, Suite 100
Minneapolis, Minnesota 55401
p 612.332.3654 f 612.332.3626
www.collaborativedesigngroup.com



HAR MAR APARTMENTS



NO.	DATE	DESCRIPTION
1		* CLOUDED CHANGE

REVISION LOG

NO.	DATE	DESCRIPTION
1	05/01/08	PUD SUBMITTAL

ISSUE LOG

HAR MAR APT'S
PUD SUBMITTAL
2235-2285 SNELLING AVE.
ROSEVILLE, MN

PHASE 1 EXTERIOR ELEVATIONS

SCALE	1/8" = 1'-0"
DRAWN BY	DJW
CHECKED BY	
PROJ. ARCH.	DJW
PROJ. MGR.	DJW
JOB NO.	060711.04
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A400



1 WEST ELEVATION OF NEW APARTMENT BLOCK
A100 SCALE: NO SCALE



2 EAST ELEVATION OF NEW APARTMENT BLOCK
A100 SCALE: NO SCALE



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Homes for Generations

HAR MAR APARTMENTS

NO.	DATE	DESCRIPTION
Δ		* CLOUDED CHANGE

REVISION LOG

A	05/01/09	PUD SUBMIT
NO.	DATE	DESCRIPTION

ISSUE LOG

**HAR MAR APT'S
PUD SUBMITTAL**
2235-2265 SHELLING AVE.
ROSEVILLE, MN

PHASE 2 EXTERIOR ELEVATIONS

SCALE	1/8" = 1'-0"
DRAWN BY	DJW
CHECKED BY	DJW
PROJ. ARCH	DJW
PROJ. MGR	DJW
JOB NO.	06071.04

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A401



1
A110 TYPICAL END ELEVATION OF NEW APARTMENT BLOCK
SCALE: NO SCALE

HAR MAR
APARTMENTS

NO.	DATE	DESCRIPTION
△		* CLOUDED CHANGE

REVISION LOG

NO.	DATE	DESCRIPTION
A	05/01/09	PUD SUBMITTAL

ISSUE LOG

HAR MAR APT'S
PUD SUBMITTAL
2235-2265 SHELLENG AVE.
ROSELVILLE, MN

PHASE 2
EXTERIOR
ELEVATIONS

SCALE	NO SCALE
DRAWN BY	DJW
CHECKED BY	
PROJ. ARCH.	DJW
PROJ. MGR.	DJW
JOB NO.	06071.04

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A402



- Exhibit A** Existing conditions and demolition plan indication all existing features of the redevelopment site and the areas to be removed as a component of the project, dated **May 1, 2009**.
- Exhibit B** Site development plan indicating new apartment building, parking lot modifications, proof-of-parking, pathways, sidewalk, and trash enclosure locations, dated **May 1, 2009**
- Exhibit C** Grading and drainage plan indicating the new apartment building, all existing and proposed grade contours, storm water catchment areas and catch basins, dated **May 1, 2009**
- Exhibit D** Utility plan, including type, size, elevation and % grade of all existing and proposed utilities for the site, dated **May 1, 2009**
- Exhibit E** Complete landscape and infiltration basin plan, including materials list and planting details, indicating the size and location of all plant materials, dated **May 1, 2009**
- Exhibit F** Photometric plan indicating site lighting locations and the luminaire foot candle power/casting for the site, dated **May 1, 2009**
- Exhibit G** Phase II elevation and floor plan indication a typical design and layout for the new apartment building, dated **May 1, 2009**

5.0 Rezoning

- 5.1 The CITY conducted hearings and meetings on March 5, 2008 (Planning Commission – public hearing on General Concept plan), March 24, 2008 (City Council – action on General Concept), and June 8, 2009 (City Council – hearing and action on Final Development Plan and PUD agreement) to consider various aspects of the PUD, including rezoning of the subject property from Limited Business District (B-1) District to Planned Unit Development (PUD).
- 5.2 The CITY agrees to rezone the subject property to Planned Unit Development (PUD) subject to the DEVELOPER’S strict compliance with the approved plans, and the terms and conditions of this agreement. Where not specifically addressed by the Agreement, the General Residence District (R-3) shall apply, as stated in Chapter 1005 of the Roseville City Code.

6.0 Development of Property

- 6.1 Failure by the DEVELOPER to commence development activity for Phase I within one-year and for Phase II within two-years in accordance with the final development plans (Exhibits A-G) will necessitate the approval of an extension of the development by the City Council prior to the expiration date. If an extension is not applied for, the project will be deemed expired and the process for approval may need to be completed once again.

6.2 Minor deviations from the approved final development plans, which are consistent with this agreement and the R-3 zoning district, may be approved by the CITY's Development Review Committee, under the direction of the Community Development Director. Substantial departures from the approved final development plans will require an amendment to the PUD in accordance with Section 1015 of the Roseville Zoning Ordinance.

7.0 Compliance with Laws and Regulations

The DEVELOPER represents to the CITY that any site improvements pursuant to the proposed development will comply with all City, County, Regional, Metropolitan, State, and Federal laws and regulations, including but not limited to the Roseville Zoning Ordinance.

8.0 Site Development Requirements

To ensure that the proposed development meets the CITY'S requirements and standards for site development, the following provisions shall apply:

8.1 Erosion Control: Before site grading and before any utility construction is commenced or building permits are issued, an erosion control plan must be submitted for approval, and all erosion control actions shall be implemented, inspected, and approved by the CITY.

8.2 Final Grading Plan: The final grading plan for the property must be reviewed and approved by the Director of Public Works prior to any permits being issued for the building addition. All grading shall comply with the approved grading plans and shall be the responsibility of the DEVELOPER. The DEVELOPER'S engineer shall provide to the CITY a letter certifying that the grading project as constructed, was completed as depicted in the approved grading plan (**Exhibit B**).

8.3 Final Utility Plan: The final utility plan for the property must be reviewed and approved by the Director of Public Works prior to any permits being issued for the building remodeling or addition (**Exhibit C**).

8.4 Clean Up: The DEVELOPER shall clean dirt and debris from streets that has resulted from construction work by the DEVELOPER, its agents or assigns. The CITY will determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours verbal notice to the DEVELOPER, the CITY may complete or contract to complete the clean up at the DEVELOPER'S expense.

9.0 PUD Standards/Conditions of Approval

To insure that the proposed development meets the CITY'S standards for the approval of a PUD, as set forth in Section 1008 and 1015 of the Roseville City Code, the Development shall also comply with the following specific PUD standards:

9.1 General Development Standards: The site development plan, landscape plan, grading and utility plan, building elevations, and final land use designations shall be part of the standards for development.

- 118 9.2 Permitted Uses: The parcel/development shall be restricted to the residential uses
119 consistent with the parameters specified in the site plan, landscape plan, building
120 elevations, and supporting documents submitted by the DEVELOPER.
- 121 9.3 Building Setbacks: The minimum setback for the 50-unit apartment building shall
122 be 40 feet from the west property line, 25 feet from the north property line, 20
123 feet from the reconstructed frontage road, and 10 feet from the interior parking
124 lot. All other building setbacks are pre-existing and allowed to remain in their
125 current location.
- 126 9.4 Off-Street Parking Lot Setbacks: Parking lot setbacks of 15 feet from the west
127 property line and the reconstructed frontage road as shown in the approved site
128 plan (**Exhibit A**) shall be the minimum required parking lot setbacks from the
129 respective property lines.
- 130 9.5 Drive Lanes, Sidewalk, and Path Setbacks: All drive lanes and/or sidewalks and
131 pedestrian paths shall be setback a minimum of 5 feet from the west and south
132 property lines as shown in the approved site plan (**Exhibit A**).
- 133 9.6 Off-Street Parking Lot Improvements: Off-street parking areas shall be improved
134 as shown on the approved site development plan (**Exhibit A**) and drainage plan
135 (**Exhibit B**), and shall include hard surfacing (bituminous), concrete perimeter
136 curbing, and a drainage plan. The site shall provide a minimum of 76 off-street
137 parking stalls, inclusive of handicapped stalls as necessary to be in compliance
138 with ADA requirements and a minimum of 18 proof-of-parking spaces.
- 139 9.7 Pedestrian Walkways: The DEVELOPER shall install a pedestrian pathway
140 (concrete sidewalk) along the frontage road adjacent to the westerly side of the
141 site for the length of the property, including the northerly triangle once the
142 DEVELOPER obtains ownership.
- 143 9.8 Landscape Letter of Credit: Before the issuance of a building, grading, or
144 excavation permit by the CITY, the DEVELOPER shall have posted with the
145 CITY a landscape letter of credit or other security acceptable to the CITY in an
146 amount equal to 150% of the cost of all site landscaping and site restoration, and
147 in accordance with Section 1011.14E of the City Code. The Community
148 Development Director, following completion of plans and after the passage of two
149 growing seasons, shall determine the specific amount of this letter of credit or
150 other security.
- 151 9.9 Building Materials: For additions to existing structures, exterior building
152 materials shall be complementary to, and generally in keeping with, the existing
153 structure. Exterior building materials for future construction shall be reviewed
154 and approved by the Community Development Director prior to issuance of any
155 building permits.
- 156 9.10 Mechanical Equipment: HVAC must be fully screened from view of adjacent
157 properties.
- 158
159

9.11 Trash Handling: Trash handling equipment shall be housed within the two gated detached structures as identified on the site plan. Access to trash handling equipment shall be interior to the site and not facing the public street.

9.12 Lighting: Parking lot and building facade lights shall be downcast, cutoff type, concealing the light source from view and preventing glare pursuant to Section 1011.12 of the City Code. Pedestrian style lighting shall be permitted and reviewed/approved by the Community Development Director prior to permit issuance.

9.13 Bicycles: Bicycle parking and security shall be provided.

10.0 Developer's Default

10.1 For purposes of this Development Agreement, the failure of the DEVELOPER to perform any covenant, obligation, or agreement hereunder, and the continuance of such failure for a period of 30 days after written notice thereof from the CITY (or such longer period of time as may reasonably be necessary to cure any such default, if such default is not reasonably curable within such 30 day period) shall constitute a DEVELOPER default hereunder. Within the 30 day period after notice is given, a request may made for a hearing (by either party) to be held before the Roseville City Council to determine if a default has occurred. Upon the occurrence of DEVELOPER default, the City may withhold any certificate of occupancy for improvements proposed to be constructed.

10.2 Notwithstanding anything herein to the contrary, the DEVELOPER may convey a parcel or parcels of land within the PUD to a third party, which conveyed parcels shall remain subject to all of the terms of the PUD specifically relating to said parcels. In that connection, the parties agree as follows:

A. A default by the DEVELOPER, or its successors in interest, in the performance of the obligations hereunder, will not constitute a default with regard to the conveyed parcel and will not entitle the CITY to exercise any of its rights and remedies hereunder with respect to such conveyed parcel, so long as such conveyed parcel otherwise complies with applicable provisions of the PUD.

B. A default with regard to a conveyed parcel will not constitute a default with regard to the parcels retained by the DEVELOPER or other conveyed parcels, so long as such retained or other conveyed parcels otherwise comply with applicable provisions of this Agreement.

11.0 Miscellaneous

11.1 This Development Agreement shall be binding upon the parties, their heirs, successors or assigns, as the case may be.

11.2 Breach of any material term of this Development Agreement by the DEVELOPER shall be grounds for denial of building permits, except as otherwise provided in Section 10 of this Agreement.

200 11.3 If any portion, section, subsection, paragraph, sentence, clause, or phrase of this
201 Development Agreement is for any reason held invalid as a result of a challenge
202 brought by the DEVELOPER, their agents or assigns, the balance of this
203 Agreement shall nevertheless remain in full force and effect.

204 11.4 This Development Agreement shall run with the Subject Property and shall be
205 recorded in the Ramsey County Recorder's Office by the CITY.

206 11.5 This Agreement shall be liberally construed to protect the public interest.

207 **12.0 Notices**

208 12.1 Required notices to the DEVELOPER shall be in writing and shall be either hand
209 delivered to the DEVELOPER, their employees or agents, or mailed to the
210 DEVELOPER by certified or registered mail at the following address:

211 _____
212 _____
213 Aeon
214 1625 Park Avenue
215 Minneapolis, MN 55404

216 12.2 Notices to the CITY shall be in writing and shall be either hand delivered to the
217 Community Development Director, or mailed by certified or registered mail, in
218 care of the Community Development Director at the following address:

219 Community Development Director
220 2660 Civic Center Drive
221 Roseville, MN 55113

222 **IN WITNESS WHEREOF**, the parties have hereunto set there hands the day and year first
223 above written.

224 **CITY OF ROSEVILLE**

225 By: _____
226 Craig Klausing, Mayor

227 By: _____
228 William J. Malinen, City Manager

229 Subscribed and sworn to before me on
230 this _____ day of _____ 2009.

231 _____
232 Notary Public

233 STATE OF MINNESOTA)
234) ss
235 COUNTY OF RAMSEY)

236 The forgoing instrument was acknowledged before me this _____ day of _____, 2009,
237 by Craig Klausing, Mayor, and William J. Malinen, City Manager, of the City of Roseville, a
238 Minnesota Municipal Corporation, on behalf of the corporation and pursuant to the authority
239 granted by its City Council.

240 **Ramsey County.**

241 By: _____
242 _____

243 Subscribed and sworn to before me on
244 this _____ day of _____, 2009.

245 _____
246 Notary Public

247 STATE OF MINNESOTA)
248) ss
249 COUNTY OF RAMSEY)

250 The forgoing instrument was acknowledged before me this _____ day of _____, 2009,
251 by _____, _____, Aeon

REQUEST FOR COUNCIL ACTION

Date: 06/08/09
Item No.: 12.g

Department Approval

City Manager Approval



Item Description: Consider Acquisition of portions of property located at 2690 Cleveland Ave. and 1947 County Road C, City of Roseville for road and construction purposes

BACKGROUND

The City is in the process of negotiating with the property owners within the Twin Lakes redevelopment area to acquire portions of their property for road and infrastructure purposes.

Prior to the June 8, 2009 Regular Meeting, the City Council will be meeting in closed Executive Session to discuss the possible acquisition of portions of 2690 Cleveland Ave. and 1947 County Rd. C, City of Roseville. The property, owned by Roseville Acquisitions LLC, is needed to construct Phase I of the Twin Lakes infrastructure project.

As a result of the Executive Session, the City Council may be taking formal action in regards to the purchase of the aforementioned properties. A resolution to authorizing the purchase of portions of 2690 Cleveland Ave. and 1947 County Rd. C has been included as part of this case.

POLICY OBJECTIVE

The action being considered will lead to the construction of infrastructure in the Twin Lakes redevelopment area. Twin Lakes has long been indentified in the Roseville Comprehensive Plan as in important redevelopment area for the City.

BUDGET IMPLICATIONS

The costs for the acquisition of 2690 Cleveland Ave. and 1947 County Road C will initially be funded from the existing balances of Twin Lakes TIF District #17. As the property within Twin Lakes redevelops, property owners will pay their prorated share of the infrastructure costs as outlined in the Twin Lakes Infrastructure Study.

REQUESTED COUNCIL ACTION

Will be based on City Council discussion in the June 8, 2009 Executive Session

Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071

Attachments: A. Resolution authorizing the purchase of property.

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 8th day of June 2009, at 6:00 p.m.

The following members were present:

Member _____ introduced the following Resolution and moved its adoption:
:

RESOLUTION NO. _____

**RESOLUTION APPROVING THE ACQUISITION
OF PORTIONS OF PROPERTY LOCATED AT 2690 CLEVELAND AVE. AND
1947 COUNTY ROAD C FOR PHASE I OF THE TWIN LAKES
INFRASTRUCTURE PROJECT**

WHEREAS, on March 9, 2009, the City Council authorized the City Manager to immediately proceed with acquisition of the properties and temporary construction easements necessary for the construction and improvements as part of Phase I of the Twin Lake infrastructure project through either negotiation and/or quick take condemnation pursuant to the City's eminent domain authority; and

WHEREAS, 2690 Cleveland Ave. and 1947 County Road C, Roseville, both owned by Roseville Acquisitions, LLC, are located in the Phase I Twin Lakes infrastructure project area; and

WHEREAS, portions of 2690 Cleveland Ave. and 1947 County Road C, Roseville are needed for the Twin Lakes infrastructure project;

WHEREAS, on April 8, 2009, the City of Roseville made an offer to Roseville Acquisitions LLC for the purchase of portions of 2690 Cleveland Ave. and 1947 County Road C, Roseville; and

WHEREAS, based on that initial offer, the City and Roseville Acquisitions LLC have agreed upon a settlement for the purchase of portions of property located 2690 Cleveland Ave. and 1947 County Road C, Roseville; and

NOW, THEREFORE, BE IT RESOLVED by the City Council that City Staff and the City Attorney are authorized and directed to prepare, and as necessary execute, all necessary paperwork to effect the settlement with Roseville Acquisitions LLC for the purchase of 2690 Cleveland Ave. in the amount of \$_____ and for the purchase of 1947 County Road C in the amount of \$_____.

41 Member _____ seconded the foregoing Resolution and upon a
42 vote being taken thereon, the following voted in favor thereof:

43
44
45 and the following voted against the same:

46
47
48 Whereupon said Resolution was declared duly passed and adopted.

49
50
51 Dated: June 8, 2009

Resolution – Acquisition of property from Roseville Acquisitions LLC

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 8th day of June 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 9th day of March 2009.

William J. Malinen, City Manager

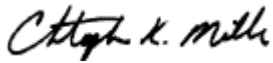
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REQUEST FOR COUNCIL ACTION

Date: 06/08/09
Item No.: 13.a

Department Approval

City Manager Approval



Item Description: Consider Amending City Code Chapter 801.16 D, 802.12 E, and 803.01 I

BACKGROUND

Under City Code Chapters 801.16 D, 802.12 E, and 803.01 I, the City is allowed to certify delinquent utility accounts to the County Auditor for collection on the following year's property taxes. The Code reads as follows:

801.16D

Action to Collect Charges: Any amount due for water charges in excess of 90 days past due on October 1 of any year shall be certified to the County Auditor for collection with real estate taxes in the following year. This certification shall take place regardless of who applied for water services, whether it was the owner, tenant or other person. All applications for water service shall contain an explanation in clear language that unpaid water bills will be collected in real estate taxes in the following year. The City shall also have the right to bring a civil action or other remedies to collect unpaid charges. (Ord. 661, 3-13-1972)

802.12E

Action to Collect Charges: Any amount due for sewer charges, including Metropolitan Waste Control Commission sewer charges, in excess of ninety 90 days past due on October 1 of any year shall be certified to the County Auditor for collection with real estate taxes in the following year. This certification shall take place regardless of who applied for sewer services, whether it was the owner, tenant or other person. The City shall also have the right to bring a civil action or other remedies to collect unpaid charges. (Ord. 661, 3-13-72; amd. 1995 Code)

803.01I

Certification of Past Due Fees on Taxes: Any past due storm water drainage fees, in excess of 90 days past due on October 1 of any year, may be certified to the County Auditor for collection with real estate taxes in the following year, pursuant to Minnesota Statute, section 444.075, subdivision 3. In addition, the City shall also have the right to bring a civil action or to take other legal remedies to collect unpaid fees. (Ord. 937, 1-9-84; amd. 1995 Code)

Under the current Code, the City is only allowed to certify delinquent accounts once annually.

31 In recent years, the City has seen increased bankruptcy filings from utility customers which under federal
32 law can in some instances prohibit the City from initiating collection efforts. If amounts owed are
33 subsequently discharged it effectively requires all other utility customers to pay for the unpaid charges.
34 However, amounts that are already certified to the County Auditor are considered collectible in many
35 instances under bankruptcy laws.

36
37 The City can reduce the amount of uncollectible monies if it were to increase the frequency of when it
38 certifies delinquent accounts. An amendment to City Code is necessary to allow this. If approved, City
39 Staff would likely utilize biannual certifications.

40 **POLICY OBJECTIVE**

41 Amending City Code to allow for more frequent certifications of delinquent utility accounts will reduce the
42 amount of charges that are written off thereby relieving the added burden to paying customers.

43 **FINANCIAL IMPACTS**

44 Not applicable.

45 **STAFF RECOMMENDATION**

46 Staff recommends the Council amend City Code as detailed above.

47 **REQUESTED COUNCIL ACTION**

48 Motion to amend City Code Chapters 801.16 D, 802.12 E, and 803.01 I.
49
50

Prepared by: Chris Miller, Finance Director

Attachments: A: Draft Ordinance amending City Code Chapters 801.16 D, 802.12 E, and 803.01 I.

City of Roseville
ORDINANCE NO.

AN ORDINANCE AMENDING
TITLE 8 SECTION 801.16 D - WATER RATES AND COLLECTION OF CHARGES
TITLE 8 SECTION 802.12 E - SEWER RATES AND COLLECTION OF CHARGES
TITLE 8 SECTION 803.01 I - STORMWATER RATES AND COLLECTION OF CHARGES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1:

Title 8, Section 801.16 D, Water Rates and Collection of Charges of the Roseville City Code is amended to read as follows:

D. Action to Collect Charges: Any amount due for water charges in excess of 90 days past due ~~on October 1 of any year~~ shall be certified to the County Auditor for collection with real estate taxes ~~in the following year~~. This certification shall take place regardless of who applied for water services, whether it was the owner, tenant or other person. All applications for water service shall contain an explanation in clear language that unpaid water bills will be collected in real estate taxes in the following year. The City shall also have the right to bring a civil action or other remedies to collect unpaid charges. (Ord. 661, 3-13-1972)

Title 8, Section 802.12 E, Sewer Rates and Collection of Charges of the Roseville City Code is amended to read as follows:

E. Action to Collect Charges: Any amount due for sewer charges, including Metropolitan Waste Control Commission sewer charges, in excess of ninety 90 days past due ~~on October 1 of any year~~ shall be certified to the County Auditor for collection with real estate taxes ~~in the following year~~. This certification shall take place regardless of who applied for sewer services, whether it was the owner, tenant or other person. The City shall also have the right to bring a civil action or other remedies to collect unpaid charges. (Ord. 661, 3-13-72; amd. 1995 Code)

Title 8, Section 803.01 I, Sewer Rates and Collection of Charges of the Roseville City Code is amended to read as follows:

I. Certification of Past Due Fees on Taxes: Any past due storm water drainage fees, in excess of 90 days past due ~~on October 1 of any year~~, may be certified to the County Auditor for collection with real estate taxes ~~in the following year~~, pursuant to Minnesota Statute, section 444.075, subdivision 3. In addition, the City shall also have the right to bring a civil action or to take other legal remedies to collect unpaid fees. (Ord. 937, 1-9-84; amd. 1995 Code)

SECTION 2: Effective date. This ordinance shall take effect upon its passage and publication. Passed by the City Council of the City of Roseville this 15th day of June 2009.

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(SEAL)

CITY OF ROSEVILLE

BY: _____
Craig D. Klausning, Mayor

ATTEST:

William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: 06/08/2009
Item No.: 13.b

Department Approval

City Manager Approval



Item Description: Adopt Ordinance to Amend to Title 4 of the City Code Regarding Yard Requirements and Regulation of Residential Composting

1.0 BACKGROUND

1.1 Chapter 407 of the Roseville City Code regulates nuisances within the City. Section 407.02 regulates nuisances affecting the health, safety, comfort, or repose of residents. The following report describes two recommended clarifications to Section 407.02 related to yard vegetation and compost bins and the addition of a new chapter to more fully detail regulations on residential compost bins.

1.2 Staff brought draft language for the City Council to review at the April 13, 2009 City Council meeting. At that meeting Council Members identified a number of concerns related to the proposed amendments. Based on this discussion, staff has reviewed the language and made several modifications. Attachment A is the revised draft code amendments.

A. Yard Cover: A key concern related to the yard cover proposal was that it may be too limiting for residents who are implementing natural landscaping or other alternatives to a typical grass yard. As it was not staff's intent to limit allowable landscaping to grass turf, staff revised the draft by adding three new definitions to Section 407.01 for groundcover, natural areas, and natural landscaping, and added clarifying language in Section 407.02(C) in regards to natural landscaping. Finally, the proposed addition of a yard cover requirement was redrafted to state what the City does not want—bare soil—in addition to stating the requirement of groundcover.

B. Composting: A key concern identified by City Council members was the specificity in which the draft described as compost materials. Staff has adjusted language in the revised draft to reduce the specificity of the language used to regulate what can and cannot be composted. In addition, this ordinance has also been limited to parcels zoned R1 Single Family Residential.

12.0 POLICY OBJECTIVE

2.1 Both proposed ordinance amendments more clearly set forward expectations for property owners and allows City staff to have unambiguous rules to enforce.

28 **3.0 BUDGET IMPLICATIONS**

29 3.1 The proposed amendments are not expected have an impact on the City's budget.

30 **4.0 STAFF RECOMMENDATION**

31 4.1 Staff recommends that the City Council pass an ordinance adopting the draft nuisance
32 code language. Without an ordinances requiring permanent yard vegetation and
33 composting specifics, the City cannot cite property owners with bare dirt yards or non-
34 compliant composting.

35 **5.0 REQUESTED COUNCIL ACTION**

36 5.1 Adopt an ordinance amending Title 4, Section 407.02 of the Roseville City Code and
37 adding Chapter 409.

Prepared by: Jamie Radel, Community Development

Attachments: A: Draft City Ordinance Amendment
B. Draft Ordinance Summary

1 City of Roseville
2 ORDINANCE NO. XXXXX

3
4 AN ORDINANCE
5 AMENDING TITLE 4, SECTION 407.02
6 NUISANCES AFFECTING HEALTH, SAFETY,
7 COMFORT OR REPOSE
8 AND ADDING CHAPTER 409
9 RESIDENTIAL COMPOSTING

10
11 THE CITY OF ROSEVILLE ORDAINS:

12
13 SECTION 1: Title 4, Chapter 407 and Chapter 409 of the Roseville City Code are
14 amended to read as follows:

15
16 **407.01: DEFINITIONS:**

17 GROUND COVER: Vegetation and landscaping that covers the ground surface or topsoil and
18 has the effect of reducing erosion

19
20 NATURAL AREAS: Natural, restored, or recreated woodlands, savannahs, prairies, meadows,
21 bogs, marshes, and lake shores

22
23 NATURAL LANDSCAPING: Planned landscaping designed to replicate a locally native
24 plant community by using a mix of plants, shrubs, and trees native to the area.

25
26 **407.02: NUISANCES AFFECTING HEALTH, SAFETY, COMFORT OR REPOSE:**

27 C. Weeds: All noxious weeds are prohibited. Tall Grasses, nuisance weeds and rank vegetative
28 growth shall be maintained at a height of eight inches or less in locations closer than 40 feet to:

- 29 1. An occupied principal structure;
30 2. Any property line with an occupied structure on abutting property; and
31 3. A public road pavement edge.

32
33 This section shall not apply to:

- 34 1. Natural areas, ~~such as woods, bogs, marshes, ground covers, wildflower or prairie restoration~~
35 ~~and~~ public open space or park lands, as determined by the city forester or naturalist designated by
36 the city manager. (Ord. 1136, 2-28-1994; ~~Amd. XX-XX-XXXX~~)
37 2. Yard areas with natural landscaping that follow the City Park Department policy for natural
38 landscaping (Ord. XXXX, X-XX-XXXX)

39
40 F. Backyard Composting: All composting consisting of yard waste and/or kitchen waste which
41 have been left unattended and which cause offensive odors, attract rodents and/or pests or are
42 unsightly, or do not meet the requirements of Section 409. (Ord. 1092, 6-10-91, amended 00-00-
43 2009)

44
45 R. Yard Cover: The yard area of a lot shall not be bare soil, shall be covered by a groundcover
46 and shall be maintained as set forward in Section 407.02(C). (Ord. XXXX, XX-XX-2009)

47

CHAPTER 409: RESIDENTIAL COMPOSTING

SECTION:

409.01: Definitions

409.02: Applicability

409.03 Compost Containers

409.04: Location on Property

409.05: Compost Materials

409.06: Maintenance

409.07: Abatement

409.01: DEFINITIONS:

COMPOSTING: a microbial process that converts plant materials to a usable organic soil amendment or mulch.

409.02: APPLICABILITY:

Rules set forward in Chapter 409 are applicable only to parcels designated R-1 Single-Family Residential under Chapter 1004.

409.03: COMPOST CONTAINERS:

Composting shall be conducted within an enclosed container(s) not to exceed five feet in height, length, and width, and no more than two containers per lot. Containers shall be of a durable material; including, but not limited to, sturdy woven wire fencing, rot-resistant wood, or a commercially purchased composting unit which will provide for adequate aeration. Containers shall be constructed and maintained in a structurally sound manner.

409.04: LOCATION ON PROPERTY:

Compost container(s) shall be located in the rear yard no closer than one foot to any rear or side property line and no closer than twenty (20) feet to any habitable building, other than the resident's own home.

409.05: COMPOST MATERIALS:

Material such as grass clippings, leaves, soft-bodied plant materials, straw, sawdust, fruit or vegetable scraps, flowers, lake plants, coffee grounds, eggshells, and commercially available compost ingredients may be placed in compost container(s). Material such as meat, bones, fat, oils, grease, dairy products, brush greater than one-fourth inch in diameter, feces, plastics or synthetic fibers shall not be placed in compost container(s).

409.06: MAINTENANCE:

Compost materials shall be aerated, moistened, turned and managed to promote effective decomposition of the materials in a safe, secure and sanitary manner.

409.07: ABATEMENT:

All compost containers and/or compost materials not in compliance with this section shall be declared a nuisance and are subject to abatement as provided in Chapter 407 of this Code.

SECTION 2: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this ____ day of _____ 2009.

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Ordinance – Title of Ordinance _____ -

(SEAL)

CITY OF ROSEVILLE

BY: _____
Craig D. Klausing, Mayor

ATTEST:

William J. Malinen, City Manager

City of Roseville

ORDINANCE SUMMARY NO. ____

**An Ordinance Summary Relating to
Amendments to Title 4 of the City Code Regarding
Yard Vegetation Requirements and
Residential Composting Regulation**

The following is the official summary of Ordinance No. _____ approved by the City Council of Roseville on April 13, 2009:

The Roseville City Code is amended by establishing a requirement for yard vegetation and more specific regulations for residential composting.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2180 Hamline Avenue North, and on the internet web page of the City of Roseville (www.ci.roseville.mn.us).

Attest: _____
William J. Malinen, City Manager

Summary of Ordinance Publication Format

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/08/09
Item No.: 13.c

Department Approval

City Manager Approval

Christopher K. Miller

Bill Malinen

Item Description: Affirm the City Council Out of State Travel Policy

BACKGROUND

MN Statute 471.661 requires municipalities to adopt and annually review an out-of-state travel policy for City Councilmembers. On November 14, 2005, the City Council adopted Resolution No. 10351 establishing this policy, which remains in effect today. A copy of the Resolution is attached.

As required by State Statute, the Council is asked to review and affirm the Policy as stated.

POLICY OBJECTIVE

The City is required by State Statute to annually review the City Council out-of-state travel policy.

FINANCIAL IMPACTS

Any costs associated with Council out-of-state travel should be appropriated in the annual budget.

STAFF RECOMMENDATION

No Staff recommendation is being made. However, it is noted that the Policy is consistent with guidelines set forth by the League of MN Cities, and is comparable to peer cities. It remains the Council's discretion to amend the policy subject to MN Statutes and public purpose standards.

REQUESTED COUNCIL ACTION

Motion to affirm or amend Resolution No. 10351 establishing a City Council Out of State Travel Policy.

Prepared by: Bill Malinen, City Manager
Attachments: A: Resolution No. 10351, dated November 14, 2005

**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 14th day of November, 2005, at 6:00 p.m.

The following members were present: Maschka, Schroeder, Kough, Ihlan and Klausing. and the following were absent: none.

Member Maschka introduced the following resolution and moved its adoption:

**RESOLUTION No. 10351
Resolution Establishing a
City Council Training and Expense Reimbursement Policy**

WHEREAS, Minnesota Statutes Sec. 38. [471.661] [OUT-OF-STATE TRAVEL], by January 1, 2006, the governing body of each statutory or home rule charter city, county, school district, regional agency, or other political subdivision, except a town, must develop a policy that controls travel outside the state of Minnesota for the applicable elected officials of the relevant unit of government. The policy must be approved by a recorded vote and must specify (1) when travel outside the state is appropriate; (2) applicable expense limits; and (3) procedures for approval of the travel. The policy must be reviewed annually and subsequent changes must be made by a recorded vote of the Council; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Roseville, Minnesota, adopts the following:

Purpose: The City of Roseville recognizes that its elected officials may at times receive value from traveling out of the state for workshops, conferences, events and other assignments. This policy sets forth the conditions under which out-of-state travel will be reimbursed by the City.

General Guidelines:

1. The event, workshop, conference or assignment must be approved
2. in advance by the City Council at an open meeting and must include an estimate of the cost of the travel. In evaluating the out-of-state travel request, the Council will consider the following:
 - Whether the elected official will be receiving training on issues relevant to the City or to his or her role as the Mayor or as a council member;

- Whether the elected official will be meeting and networking with other elected officials from around the country to exchange ideas on topics of relevance to the City or on the official roles of local elected officials.
 - Whether the elected official will be viewing a city facility or function that is similar in nature to one that is currently operating at, or under consideration by the City where the purpose for the trip is to study the facility or function to bring back ideas for the consideration of the full council.
 - Whether the elected official has been specifically assigned by the Council to visit another city for the purpose of establishing a goodwill relationship such as a “sister-city” relationship.
 - Whether the elected official has been specifically assigned by the Council to testify on behalf of the City at the United States Congress or to otherwise meet with federal officials on behalf of the City.
 - Whether the City has sufficient funding available in the budget to pay the cost of the trip.
3. No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
 4. The City may make payments in advance for airfare, lodging and registration if specifically approved by the Council. Otherwise all payments will be made as reimbursements to the elected official.
 5. The City will reimburse for transportation, lodging, meals, registration, and incidental costs using the same procedures, limitations and guidelines outlined in the City’s policy for out-of-state travel by City employees.
 6. Airfare will be reimbursed at the coach rate.
 7. Mileage will be reimbursed at the IRS rate. If two or more council members travel together by car, only the driver will receive reimbursement. The City will reimburse for the cost of renting an automobile if necessary to conduct City business.
 8. Lodging and meal costs are limited to those which are reasonable and necessary.
 9. Receipts are required for lodging, airfare, and meals and should accompany an expense report form. It is not necessary to have receipts for cabs and tips. The expense report form shall be submitted to the Finance Department for payment.
 10. The City will not reimburse for alcoholic beverages, personal telephone calls, costs associated with the attendance of a family member, rental of luxury vehicles, meal expenses included in the cost of registration, or recreational expenses such as golf or tennis.
 11. Limitations on the number of council members who can attend the same event.

12. The City shall not pay for out-of-state travel when council members have announced their intention to resign, not to seek reelection, or who have been defeated in an election, unless said council member is a member of a national committee where their presence is required at that meeting; and, upon request, the City Council may authorize out-of-state travel for newly-elected officials who have not yet taken office in order to attend training.
13. Requirements for council members to give an oral report on the results of the trip at the next Council meeting.
14. The ability for the City to make exceptions to the policy.
15. The requirement for all frequent flyer miles to accrue to the City.

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

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 24th day of October, 2005 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 14th day of November 2005.



Neal J. Beets, City Manager

SEAL

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6/08/09

Item No.: 13.d

Department Approval

City Manager Approval

WJ Malinen

Item Description: Discuss Professional Services Policy

1 **BACKGROUND**

2 The City Council has discussed possible revisions to the Professional Services Policy.
3 Councilmember Pust provided a draft for consideration and will walk the Council through it at
4 the 6/08/09 meeting.

5 **STAFF RECOMMENDATION**

6 Discuss revisions to the Professional Services Policy.

7 **REQUESTED COUNCIL ACTION**

8 Discuss revisions to the Professional Services Policy.

Prepared by: William J. Malinen

Attachments: A: Draft of Professional Services Policy

Professional Services Policy

Background

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

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

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

Purpose

It is ~~desirable~~ good public policy to ~~amend the current~~ utilize a methods of selecting and retaining consulting services ~~to that~~:

- ☐ Consolidates significant professional service policies into one uniform policy;
- ☐ Provides ~~Citywide~~ consistency in the procedure of selecting and retaining professional services;
- ☐ Ensures ~~public confidence in process integrity by providing maximum transparency and avoiding long-term relationships that are insulated from the economic market forces of open competition, by limiting the amount of time professional services are provided;~~
- ☐ ~~Ensure a fresh perspective and new approach to professional services~~ Ensures that the City obtains the best overall value for its investment when retaining professional services; and
- ☐ Ensures a regular, 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 ~~that attains the purposes set forth herein.~~ Contracts for professional services shall be for a period not to exceed three (3) years. ~~All contracts, shall and include a mid-term review process designed to ensure that the purposes of the contract are being met. All contracts shall, by their terms, allow the City to terminate the contract prior to completion, upon payment of just compensation, if the City determines that the contract does not continue to serve the City's purposes. Subsequent contracts may be awarded to the same consulting firm if the firm is selected following an appropriate competitive or best value contracting 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, and terms of all professional services contracts, shall be approved by the City Council.

Consulting firms selected to provide professional services to the City of Roseville:

- ☐ Shall avoid any conflicts of interest and 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 as approved by the City Manager;
- ☐ Will not represent any individual or corporation involved in litigation against the City of Roseville; and
- ☐ Will comply with all applicable state and federal law and local ordinances.

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 all information necessary to allow the City to select either the lowest responsible bidder or the best value contractor, not limited to 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 the 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.~~