City Council Agenda

Monday, August 24, 2015

6:00 p.m.

City Council Chambers

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

6:00 p.m. **1. Roll Call**

Voting & Seating Order: Laliberte, McGehee, Willmus, Etten, Roe

6:02 p.m. **2. Pledge of Allegiance**

6:04 p.m. **3. Approve Agenda**

6:05 p.m. **4. Public Comment**

6:10 p.m. **5. Council Communications, Reports and Announcements**

6. Recognitions, Donations and Communications

6:15 p.m. a. Proclaim September 25 Kiwanis Peanut Day

6:20 p.m. **7. Approve Minutes**

a. Approve July 20 Council Meeting Minutes

6:25 p.m. **8. Approve Consent Agenda**

a. Approve Payments

b. Approve Business Licenses and Permits

c. Certify Unpaid Utility and Other Charges to the Property Tax Rolls

d. Adopt a Resolution Approving the Use of a New Voting System

e. Approve Resolution Accepting Bids and Awarding Contract for 35W at Cleveland Ave Interchange Project

f. Approve Licenses for Multifamily Rental Dwellings with Five or More Units

g. Resolution Approving TH 36 at Lexington Ave Bridge Project Cooperative Construction Agreement

h. Approve Resolution Requesting Speed Study on Cleveland Ave.

i. Request for Renewed Approval of the Existing Temporary Classroom Structure to Remain on the Property at 2131 Fairview Avenue as an Interim Use for an Additional 2

years, through 2018

j. Approve General Purchases and Sale of Surplus Items in Excess of $5000

9. Consider Items Removed from Consent

10. General Ordinances for Adoption

11. Presentations

6:30 p.m. a. 35W North Corridor Project Presentation

6:45 p.m. b. Joint Meeting with Community Engagement Commission

7:25 p.m. c. Discussion of Civic Engagement Module Policy & Procedures

12. Public Hearings

7:35 p.m. a. Public Hearing to Consider Amending TIF Districts 10 and 12, Approval of a Development Agreement, and Approval of a Final Plat of the Development Property at 2325 – 2335 Dale Street, and 657 – 675 Cope Avenue into 18 Medium-Density Residential Lots

13. Budget Items

14. Business Items (Action Items)

7:45 p.m. a. Consider Amending TIF Districts 10 and 12, Approval of a Development Agreement, and Approval of a Final Plat of the Development Property at 2325 – 2335 Dale Street, and 657 – 675 Cope Avenue into 18 Medium-Density Residential Lots

7:55 p.m. b. Review of Housing Redevelopment Authority Levy Request for 2015

8:15 p.m. c. Request for Approval of a Preliminary Plat at 2668 – 2688 Lexington Avenue (the southeast corner of Lexington Avenue and Woodhill Drive, excluding the County Cycles property)

8:25 p.m. d. Determine Fence Screening and Landscaping Requirements for Vogel Sheetmetal IU, 2830 Fairview Avenue

15. Business Items – Presentations/Discussions

8:45 p.m. a. Consultant Check-Back Regarding Draft Tree Preservation Ordinance Amendments

9:15 p.m. b. Policy Priority Planning Document Discussion

9:40 p.m. **16. City Manager Future Agenda Review**

9:50 p.m. **17. Councilmember Initiated Items for Future Meetings**

10:00 pm. **18. Adjourn**

Some Upcoming Public Meetings……

Tuesday	Aug 25	6:30 p.m.	Public Works, Environment & Transportation Commission
September			
Tuesday	Sep 1	5:30 p.m.	Parks & Recreation Commission Meeting & Tour
Wednesday	Sep 2	5:45 p.m.	Planning Commission
Monday	*Sep 7*		*City Offices Closed – Labor Day*
Tuesday	Sep 8	6:30 p.m.	Finance Commission
Thursday	Sep 10	6:30 p.m.	Community Engagement Commission
Monday	Sep 14	6:00 p.m.	City Council Meeting
Wednesday	Sep 16	6:00 p.m.	Human Rights Commission
Monday	Sep 21	6:00 p.m.	City Council Meeting
Tuesday	Sep 22	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Sep 28	6:30 p.m.	City Council Meeting

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

Date: Aug. 24, 2015

Item: 6.a

City of ROSEVILLE Minnesota, USA

Proclamation

Golden K Kiwanis Peanut Day
September 25, 2015

Whereas, The North Suburban Golden K Kiwanis Club, headquartered in Roseville, is an organization dedicated to helping community youth educationally and spirituality; and

Whereas, The Golden K Kiwanis Club is also committed to other community services; and

Whereas, In order to raise funds for its many and varied programs, the North Suburban Golden K Kiwanis Club has requested a day be set aside in Roseville for the distribution of peanuts.

Now, Therefore Be It Resolved, that the City Council of the City of Roseville hereby proclaims Friday, September 25, 2015 as ROSEVILLE GOLDEN K KIWANIS PEANUT DAY.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this twenty fourth day of August 2015.

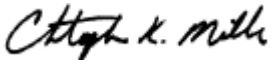
_____

Mayor Daniel J. Roe

REQUEST FOR COUNCIL ACTION

Date: 08/24/2015
Item No.: 8.a

Department Approval



City Manager Approval

Item Description: Approve 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	$1,319,508.42
78520-78697	$1,264,759.62
Total	$2,584,268.04

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director
Attachments: A: Checks for Approval

Accounts Payable

Checks for Approval

User: mary.jenson
Printed: 8/18/2015 - 2:38 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
78667	08/13/2015	Boulevard Landscaping	Contract Maintenance	Sandstrom Land Management, LLC	Mowing, Weeding, Mulching (Co Rd	6,483.00
					Contract Maintenance Total:	6,483.00
78561	08/06/2015	Boulevard Landscaping	Operating Supplies	Gertens Greenhouses	Blanket PO for Streetscape Plants	379.00
0	08/07/2015	Boulevard Landscaping	Operating Supplies	Office Depot- CC	Irrigation Twin Lakes	18.20
78677	08/13/2015	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Water-1201 Larpenteur Ave	67.40
78677	08/13/2015	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Water-1272 Larpenteur Ave	45.42
78677	08/13/2015	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Water-1121 Larpenteur Ave	54.84
					Operating Supplies Total:	564.86
					Fund Total:	7,047.86
78552	08/06/2015	Building Improvements	Other Improvements	Corval Constructors	Soft Start Installation	13,437.00
78552	08/06/2015	Building Improvements	Other Improvements	Corval Constructors	Control Panel Installation	17,740.80
78588	08/06/2015	Building Improvements	Other Improvements	Premier Electrical Corp.	Emergency Electrical Repair	5,990.00
					Other Improvements Total:	37,167.80
78658	08/13/2015	Building Improvements	Police Remodel	O'Keefe, Inc.	Quartz Top Rolling Island	3,039.70
78658	08/13/2015	Building Improvements	Police Remodel	O'Keefe, Inc.	Quartz Countertop	4,022.20
78658	08/13/2015	Building Improvements	Police Remodel	O'Keefe, Inc.	Modify Existing Doors	529.27
78676	08/13/2015	Building Improvements	Police Remodel	St. Paul Linoleum and Carpet Co.	Police Breakroom	4,325.00
78693	08/13/2015	Building Improvements	Police Remodel	Village Plumbing, Inc.	Sink Replacement	1,068.00
					Police Remodel Total:	12,984.17
					Fund Total:	50,151.97

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
78553	08/06/2015	Central Svcs Equip Revolving	Rental - Copier Machines	Crabtree Companies, Inc.	Copier Charges	2,458.52
78692	08/13/2015	Central Svcs Equip Revolving	Rental - Copier Machines	US Bank Equipment Finance	Copier Rental	2,722.09
					Rental - Copier Machines Total:	5,180.61
					Fund Total:	5,180.61
0	08/05/2015	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	6.94
					Federal Income Tax Total:	6.94
0	08/05/2015	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	6.75
0	08/05/2015	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	1.58
					FICA Employee Ded. Total:	8.33
0	08/05/2015	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	6.75
0	08/05/2015	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	1.58
					FICA Employers Share Total:	8.33
0	08/04/2015	Charitable Gambling	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	1.01
0	08/05/2015	Charitable Gambling	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	1.01
					MN State Retirement Total:	2.02
0	08/05/2015	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	6.53
					PERA Employee Ded Total:	6.53
0	08/05/2015	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	6.53
0	08/05/2015	Charitable Gambling	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	1.01
					PERA Employer Share Total:	7.54
78596	08/06/2015	Charitable Gambling	Professional Services - Bingo	Shidell & Mair	Midway Speedskating Bingo	2,177.28
78596	08/06/2015	Charitable Gambling	Professional Services - Bingo	Shidell & Mair	Youth Hockey Bingo	2,143.26
					Professional Services - Bingo Total:	4,320.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/05/2015	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	3.71
					State Income Tax Total:	3.71
					Fund Total:	4,363.94
78572	08/06/2015	Community Development	Advertising	Lillie Suburban Newspaper Inc	Notices, Bids-Acct: 000262	30.65
					Advertising Total:	30.65
78629	08/13/2015	Community Development	Building Permits	Francis Decker	Building Permit Refund-3035 Woodb	100.00
					Building Permits Total:	100.00
78655	08/13/2015	Community Development	Building Surcharge	Mn Dept of Labor & Industry	Building Permits-July 2015	4,356.70
					Building Surcharge Total:	4,356.70
0	08/18/2015	Community Development	Business Retention Program	Twin Cities North Chamber-CC	Chamber of Commerce Meeting	25.00
					Business Retention Program Total:	25.00
0	08/04/2015	Community Development	Credit Card Fees	US Bank-Non Bank	June Terminal Fees	1,980.57
					Credit Card Fees Total:	1,980.57
78547	08/06/2015	Community Development	Electrical Permits	Brite LIte Electric	Electrical Permit Refund-2529 Maple	28.00
					Electrical Permits Total:	28.00
0	08/05/2015	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	4,093.61
					Federal Income Tax Total:	4,093.61
0	08/05/2015	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	469.58
0	08/05/2015	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	2,007.92
					FICA Employee Ded. Total:	2,477.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/05/2015	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	2,007.92
0	08/05/2015	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	469.58
					FICA Employers Share Total:	2,477.50
0	08/13/2015	Community Development	Furniture & Fixtures	Alternative Business Furniture, Inc.	Panels, Work Surfaces	2,794.94
					Furniture & Fixtures Total:	2,794.94
78566	08/06/2015	Community Development	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplo	370.00
					HRA Employer Total:	370.00
78587	08/06/2015	Community Development	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Empl	153.84
					HSA Employee Total:	153.84
78587	08/06/2015	Community Development	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	465.00
					HSA Employer Total:	465.00
0	08/06/2015	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.08.2015 ICMA Defe	587.49
					ICMA Def Comp Total:	587.49
0	08/18/2015	Community Development	Memberships & Subscriptions	APA-CC	Planning Association Membership Du	370.00
					Memberships & Subscriptions Total:	370.00
78655	08/13/2015	Community Development	Miscellaneous Revenue	Mn Dept of Labor & Industry	Building Permits-Retention-July 2015	-87.13
					Miscellaneous Revenue Total:	-87.13
0	08/04/2015	Community Development	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	299.83
0	08/05/2015	Community Development	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	299.82
					MN State Retirement Total:	599.65
0	08/04/2015	Community Development	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	720.00
0	08/05/2015	Community Development	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	720.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				MNDCP Def Comp Total:		1,440.00
0	08/13/2015	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	263.81
0	08/07/2015	Community Development	Office Supplies	Smartpress-CC	Rental Registration	520.38
				Office Supplies Total:		784.19
0	08/07/2015	Community Development	Operating Supplies	Jimmy John's Sandwiches- CC	Box Lunches	92.23
				Operating Supplies Total:		92.23
0	08/05/2015	Community Development	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	2,098.43
				PERA Employee Ded Total:		2,098.43
0	08/05/2015	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	2,098.43
0	08/05/2015	Community Development	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	322.84
				PERA Employer Share Total:		2,421.27
0	08/07/2015	Community Development	Professional Services	FormSite.com-CC	Rental Registration and Home and Ga	24.98
78642	08/13/2015	Community Development	Professional Services	Jeane Thorne Staffing	Temporary Staffing	878.19
78642	08/13/2015	Community Development	Professional Services	Jeane Thorne Staffing	Temporary Staffing	962.40
78570	08/06/2015	Community Development	Professional Services	Kennedy & Graven, Chartered	Legal Services	1,554.75
				Professional Services Total:		3,420.32
0	08/05/2015	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	1,580.40
				State Income Tax Total:		1,580.40
				Fund Total:		32,660.16
0	08/05/2015	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	326.71
				Federal Income Tax Total:		326.71
0	08/05/2015	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	34.08
0	08/05/2015	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	145.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	179.79
0	08/05/2015	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	145.71
0	08/05/2015	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	34.08
					FICA Employers Share Total:	179.79
0	08/04/2015	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	33.14
					MN State Retirement Total:	33.14
0	08/05/2015	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	121.36
					State Income Tax Total:	121.36
					Fund Total:	840.79
0	08/18/2015	Fire Vehicles Revolving	Fire Department Vehicles	Home Depot- CC	New Engine	8.54
0	08/18/2015	Fire Vehicles Revolving	Fire Department Vehicles	Home Depot- CC	New Engine	86.56
0	08/07/2015	Fire Vehicles Revolving	Fire Department Vehicles	Witmer Public Safety-CC	Fire Truck Supplies	918.85
					Fire Department Vehicles Total:	1,013.95
					Fund Total:	1,013.95
0	08/04/2015	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	109.95
					209000 - Sales Tax Payable Total:	109.95
0	08/06/2015	General Fund	211402 - Flex Spending Health	[redacted]	Flexible Benefit Reimbursement	109.10
0	08/13/2015	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	898.23
0	08/13/2015	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	182.58
					211402 - Flex Spending Health Total:	1,189.91
0	08/06/2015	General Fund	211403 - Flex Spend Day Care	[redacted]	Dependent Care Reimbursement	384.62

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				211403 - Flex Spend Day Care Total:		384.62
78572	08/06/2015	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices, Bids-Account: 000262	306.51
				Advertising Total:		306.51
78615	08/13/2015	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	50.80
78615	08/13/2015	General Fund	Clothing	Aspen Mills Inc.	Uniform Supplies	50.80
78620	08/13/2015	General Fund	Clothing	Cintas Corporation #470	Credit	-115.00
78620	08/13/2015	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	40.50
78620	08/13/2015	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	40.50
78620	08/13/2015	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	40.50
78620	08/13/2015	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning, Nitrile Gloves	76.64
78609	08/06/2015	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Supplies	105.50
78609	08/06/2015	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Supplies	176.40
78609	08/06/2015	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Supplies	946.00
78609	08/06/2015	General Fund	Clothing	Uniforms Unlimited, Inc.	Uniform Supplies	4.50
				Clothing Total:		1,417.14
0	08/07/2015	General Fund	Conferences	Earl of Sandwich-CC	Meal @ GFOA Conference-Miller	11.52
0	08/07/2015	General Fund	Conferences	EventBrite-CC	TCORCA Annual Conference	148.69
78562	08/06/2015	General Fund	Conferences	Grand View Lodge	Lodging for MN Sex Crimes Confere	452.00
0	08/07/2015	General Fund	Conferences	Hilton Hotels-CC	GFOA Conference Lodging-Miller	790.04
78580	08/06/2015	General Fund	Conferences	MN/SCIA	Mn Sex Crimes Conference Registrat	390.00
0	08/07/2015	General Fund	Conferences	Neogov-CC	Annual Training Conference-D. Baco	799.00
				Conferences Total:		2,591.25
78560	08/06/2015	General Fund	Contract Maint - Vehicles	Frontier Ag & Turf	Vehicle Repair	378.00
78636	08/13/2015	General Fund	Contract Maint - Vehicles	HealthEast Vehicle Services	Vehicle Refurbishing	861.28
78663	08/13/2015	General Fund	Contract Maint - Vehicles	Red Power Diesel Service, Inc.	Mirror	421.91
78665	08/13/2015	General Fund	Contract Maint - Vehicles	Rosenbauer Minnesota, LLC	Black Handles	60.00
				Contract Maint - Vehicles Total:		1,721.19
78648	08/13/2015	General Fund	Contract Maint. - City Hall	Linn Building Maintenance	General Cleaning-Aug.	3,249.18
78667	08/13/2015	General Fund	Contract Maint. - City Hall	Sandstrom Land Management, LLC	Mowing, Weeding, Mulching (City H	1,000.00
				Contract Maint. - City Hall Total:		4,249.18

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
78648	08/13/2015	General Fund	Contract Maint. - City Garage	Linn Building Maintenance	General Cleaning-Aug.	917.63
0	08/07/2015	General Fund	Contract Maint. - City Garage	Nitti Sanitation-CC	Regular Service	339.66
78659	08/13/2015	General Fund	Contract Maint. - City Garage	Overhead Door Co of the Northlanc	Door Repair	542.77
					Contract Maint. - City Garage Total:	1,800.06
0	08/06/2015	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Exhaust Fan Motor Starter Coil Repla	1,103.44
					Contract Maint. H.V.A.C. Total:	1,103.44
0	08/06/2015	General Fund	Contract Maintenance	Ancom Communications, Inc.	Optimize & Program 4 APR6500	266.00
0	08/06/2015	General Fund	Contract Maintenance	City of St. Paul	Radio Maintenance	495.55
0	08/13/2015	General Fund	Contract Maintenance	Grainger Inc	Battery	3.34
0	08/13/2015	General Fund	Contract Maintenance	Grainger Inc	Batteries	26.20
78648	08/13/2015	General Fund	Contract Maintenance	Linn Building Maintenance	General Cleaning-Aug.	563.90
0	08/07/2015	General Fund	Contract Maintenance	Nitti Sanitation-CC	Regular Service	100.98
78659	08/13/2015	General Fund	Contract Maintenance	Overhead Door Co of the Northlanc	Door Repair	1,163.00
78582	08/06/2015	General Fund	Contract Maintenance	Overhead Door Co of the Northlanc	Door Repair	1,414.38
78582	08/06/2015	General Fund	Contract Maintenance	Overhead Door Co of the Northlanc	Door Repair	1,134.30
78582	08/06/2015	General Fund	Contract Maintenance	Overhead Door Co of the Northlanc	Door Repair	212.45
78590	08/06/2015	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	43.68
78590	08/06/2015	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	215.28
78590	08/06/2015	General Fund	Contract Maintenance	Ramsey County	Fleet Support Fee	371.28
0	08/13/2015	General Fund	Contract Maintenance	T. A. Schifsky & Sons, Inc.	Pathway Paving	25,139.43
78611	08/06/2015	General Fund	Contract Maintenance	Upper Cut Tree Service	Blanket PO for Tree Removal	275.00
78612	08/06/2015	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	199.84
					Contract Maintenance Total:	31,624.61
78662	08/13/2015	General Fund	Contract Maintenence	Ramsey County	Lamping Services	286.82
78662	08/13/2015	General Fund	Contract Maintenence	Ramsey County	Lamping Services	97.76
78662	08/13/2015	General Fund	Contract Maintenence	Ramsey County	Lamping Services	272.92
					Contract Maintenence Total:	657.50
78590	08/06/2015	General Fund	Dispatching Services	Ramsey County	CAD Service	5,556.54
78590	08/06/2015	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service	30,004.48
					Dispatching Services Total:	35,561.02
0	08/07/2015	General Fund	Donations	Walmart-CC	Fun Pops	8.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Donations Total:		8.70
0	08/05/2015	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	32,671.62
				Federal Income Tax Total:		32,671.62
0	08/05/2015	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Er	4,206.68
0	08/05/2015	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	7,122.26
				FICA Employee Ded. Total:		11,328.94
0	08/05/2015	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	7,122.26
0	08/05/2015	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Er	4,206.68
				FICA Employers Share Total:		11,328.94
78578	08/06/2015	General Fund	Financial Support	MN Child Support Payment Cntr	Remittane ID: 0015005038	354.43
				Financial Support Total:		354.43
78566	08/06/2015	General Fund	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplo	4,258.50
				HRA Employer Total:		4,258.50
78587	08/06/2015	General Fund	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Empl	2,408.81
				HSA Employee Total:		2,408.81
78587	08/06/2015	General Fund	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	7,300.86
				HSA Employer Total:		7,300.86
0	08/06/2015	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.08.2015 ICMA Defe	3,050.51
				ICMA Def Comp Total:		3,050.51
0	08/07/2015	General Fund	Memberships & Subscriptions	Sanctuary Air-CC	Conference Transportation-D. Bacon	427.70
78681	08/13/2015	General Fund	Memberships & Subscriptions	Suburban Rate Authority	Membership Dues-2nd Half	1,400.00
78686	08/13/2015	General Fund	Memberships & Subscriptions	The MN Transportation Alliance, In	Membership Dues	610.00
0	08/07/2015	General Fund	Memberships & Subscriptions	Volgistics-CC	Volunteer Coordinating Software	342.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Memberships & Subscriptions Total:		2,779.70
0	08/18/2015	General Fund	Minor Equipment	Compsource-CC	Chairs	1,840.99
0	08/18/2015	General Fund	Minor Equipment	Office Depot- CC	Chairs	715.57
				Minor Equipment Total:		2,556.56
0	08/07/2015	General Fund	Miscellaneous	Fire House Subs-CC	Lunch Meeting with Mayor	10.92
0	08/07/2015	General Fund	Miscellaneous	Granite City-CC	Lunch with Coucil Member Bob Will	16.76
0	08/18/2015	General Fund	Miscellaneous	Jimmy John's Sandwiches- CC	Craig Rapp Group Supplies	74.26
0	08/07/2015	General Fund	Miscellaneous	Jimmy John's Sandwiches- CC	Craig Rapp Peer Group Supplies	70.26
				Miscellaneous Total:		172.20
0	08/04/2015	General Fund	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	2,942.46
0	08/04/2015	General Fund	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 6/30 Payroll (F	18,873.90
0	08/05/2015	General Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	2,898.40
				MN State Retirement Total:		24,714.76
0	08/04/2015	General Fund	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	6,823.97
0	08/05/2015	General Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	6,772.25
				MNDCP Def Comp Total:		13,596.22
0	08/18/2015	General Fund	Motor Fuel	BP Oil-CC	Fuel	13.78
0	08/18/2015	General Fund	Motor Fuel	Kwik Trip-CC	Fuel	41.21
0	08/06/2015	General Fund	Motor Fuel	Mansfield Oil Company	2015 Blanket PO for Fuel. 20154 Sta	10,738.84
0	08/04/2015	General Fund	Motor Fuel	MN Dept of Revenue-Non Bank	July Fuel Tax	259.64
				Motor Fuel Total:		11,053.47
78550	08/06/2015	General Fund	Non Business Licenses - Pawn	City of Minneapolis Receivables	Pawn Transaction Fees	1,724.40
				Non Business Licenses - Pawn Total:		1,724.40
0	08/18/2015	General Fund	Office Supplies	Frattallones-CC	Office Supplies	6.20
0	08/13/2015	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	3.10
0	08/13/2015	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	143.44
0	08/13/2015	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	52.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/13/2015	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	23.64
0	08/13/2015	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	25.94
0	08/07/2015	General Fund	Office Supplies	Innovative Office Solutions-CC	Office Supplies	23.17
					Office Supplies Total:	278.43
78688	08/13/2015	General Fund	Op Supplies - City Hall	Trio Supply Company	Hand Soap	142.95
78606	08/06/2015	General Fund	Op Supplies - City Hall	Trio Supply Company	Can Liners	79.89
					Op Supplies - City Hall Total:	222.84
0	08/18/2015	General Fund	Operating Supplies	4Imprint-CC	Park Patrol Shirts	454.92
0	08/07/2015	General Fund	Operating Supplies	Amazon.com- CC	Emotional Survival for Law Enforcen	41.90
0	08/18/2015	General Fund	Operating Supplies	Animal Care Equipment-CC	CSO Supplies	47.47
0	08/18/2015	General Fund	Operating Supplies	Batteries Plus-CC	Batteries	29.97
0	08/07/2015	General Fund	Operating Supplies	Bed Bath & Beyond-CC	Wall Document Supplies	39.98
0	08/18/2015	General Fund	Operating Supplies	Branders.com-CC	Promotional Materials-Glow Sticks	436.47
0	08/18/2015	General Fund	Operating Supplies	Byerly's- CC	Swearing In Supplies	40.99
0	08/18/2015	General Fund	Operating Supplies	Byerly's- CC	Retirement Cake-Findell	62.99
0	08/07/2015	General Fund	Operating Supplies	Byerly's- CC	Critical Incident Debriefing Supplies	22.96
0	08/06/2015	General Fund	Operating Supplies	City of St. Paul	Paper	724.35
0	08/06/2015	General Fund	Operating Supplies	City of St. Paul	Paper	422.50
0	08/06/2015	General Fund	Operating Supplies	City of St. Paul	Paper	422.50
0	08/06/2015	General Fund	Operating Supplies	City of St. Paul	Paper	422.50
78624	08/13/2015	General Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	1,270.32
0	08/18/2015	General Fund	Operating Supplies	Container Store-CC	Card Case	21.43
0	08/07/2015	General Fund	Operating Supplies	Diamond Vogel Paints-CC	Operating Supplies	162.00
0	08/18/2015	General Fund	Operating Supplies	Evident Inc-CC	Evidence Packaging Supplies	22.00
0	08/07/2015	General Fund	Operating Supplies	Evident Inc-CC	Crime Scene Team Supplies	354.50
0	08/13/2015	General Fund	Operating Supplies	Fastenal Company Inc.	Shovel	12.00
0	08/07/2015	General Fund	Operating Supplies	Fastenal-CC	Operating Supplies	44.94
0	08/07/2015	General Fund	Operating Supplies	Fed Ex Kinko's-CC	Forms	72.31
78559	08/06/2015	General Fund	Operating Supplies	Fra-Dor Inc.	Received Loads	96.00
0	08/06/2015	General Fund	Operating Supplies	Grainger Inc	Batteries	110.33
0	08/06/2015	General Fund	Operating Supplies	Grainger Inc	Plug In CFL's	128.20
0	08/06/2015	General Fund	Operating Supplies	Grainger Inc	V-Belts	34.38
0	08/18/2015	General Fund	Operating Supplies	Home Depot- CC	Trash Bags	45.00
0	08/13/2015	General Fund	Operating Supplies	Innovative Office Solutions	Office Supplies	8.48
78567	08/06/2015	General Fund	Operating Supplies	Interstate All Battery Center	Batteries	130.88
0	08/18/2015	General Fund	Operating Supplies	Laerdal Medical-CC	Batteries, Power Cords	298.83
0	08/18/2015	General Fund	Operating Supplies	Menards-CC	All Weather Cord	72.81
0	08/07/2015	General Fund	Operating Supplies	National Camera Exchange-CC	Camera-Patrol Replacement	99.99
0	08/07/2015	General Fund	Operating Supplies	Optics Planet-CC	Flashlights	98.98

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/18/2015	General Fund	Operating Supplies	Panera Bread-CC	Chaplains Meeting Supplies	48.42
0	08/07/2015	General Fund	Operating Supplies	Parts Geek-CC	Credit	-72.21
0	08/18/2015	General Fund	Operating Supplies	Sirchie Finger Print-CC	Finger Printing Supplies	58.51
0	08/07/2015	General Fund	Operating Supplies	Sirchie Finger Print-CC	Finger Print Supplies	67.16
78678	08/13/2015	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	556.42
78678	08/13/2015	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	200.67
0	08/18/2015	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Trowel, Shovel	36.98
0	08/18/2015	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Batteries, Padlock	49.11
0	08/18/2015	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Tools	22.47
0	08/18/2015	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Drywall Repair Supplies	14.44
0	08/07/2015	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Pest Control Supplies, Rope	68.94
0	08/07/2015	General Fund	Operating Supplies	Suburban Ace Hardware-CC	Power Equipment	2,373.90
0	08/07/2015	General Fund	Operating Supplies	Target- CC	Watch	7.49
0	08/07/2015	General Fund	Operating Supplies	Target- CC	Sandisk	14.99
0	08/07/2015	General Fund	Operating Supplies	Uline-CC	Labels	88.68
0	08/07/2015	General Fund	Operating Supplies	Walmart-CC	Air Horn and Exptension Cord	38.70
					Operating Supplies Total:	9,827.55
0	08/18/2015	General Fund	Operating Supplies City Garage	Smartsign-CC	Sign	27.86
78688	08/13/2015	General Fund	Operating Supplies City Garage	Trio Supply Company	Hand Soap	47.65
78606	08/06/2015	General Fund	Operating Supplies City Garage	Trio Supply Company	Can Liners	26.63
					Operating Supplies City Garage Total:	102.14
0	08/05/2015	General Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	26,220.07
					PERA Employee Ded Total:	26,220.07
0	08/05/2015	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	36,134.53
0	08/05/2015	General Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	983.27
					PERA Employer Share Total:	37,117.80
78639	08/13/2015	General Fund	Printing	Impressive Print	Letterhead	454.00
					Printing Total:	454.00
78542	08/06/2015	General Fund	Professional Services	Aftermath Services, LLC	Bio-Hazardous Cleaning-Patrol Car	105.00
0	08/13/2015	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	General Civil Matters	15,685.00
0	08/06/2015	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn I	Prosecution Service	12,873.00
0	08/07/2015	General Fund	Professional Services	GFOA- CC	CAFR Review	435.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
78633	08/13/2015	General Fund	Professional Services	Goodpointe Technology, Inc. (c/o Z	1 LS: Pavement Condition Survey	5,170.00
78576	08/06/2015	General Fund	Professional Services	Metropolitan Courier Corp.	Courier Service	733.00
78584	08/06/2015	General Fund	Professional Services	Performance Plus LLC	Medical Exams	227.00
78603	08/06/2015	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	Community Engagement Meeting Mi	335.38
78603	08/06/2015	General Fund	Professional Services	Time Saver Off Site Secretarial, Inc	Finance Commission Meeting Minute	255.00
78687	08/13/2015	General Fund	Professional Services	Trans Union, LLC	Credit, Employment Report	5.55
78605	08/06/2015	General Fund	Professional Services	TransUnion Risk and Alternative	Person Searches-Acct: 212095	34.50
78608	08/06/2015	General Fund	Professional Services	Twin Cities Transport & Recove	Towing Service	85.00
					Professional Services Total:	35,943.43
0	08/05/2015	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	13,023.61
					State Income Tax Total:	13,023.61
0	08/07/2015	General Fund	Telephone	Sprint- CC	Monthly Sprint Service	79.00
0	08/07/2015	General Fund	Telephone	Sprint- CC	Monthly Sprint Service	28.58
					Telephone Total:	107.58
78545	08/06/2015	General Fund	Training	Anoka County Sheriff's Office	Range Use	375.00
0	08/18/2015	General Fund	Training	Carbones Pizza-CC	Drivers Track Training Supplies	167.30
0	08/18/2015	General Fund	Training	Carbones Pizza-CC	Drivers Track Training Supplies	135.85
0	08/18/2015	General Fund	Training	Dakota Tech-CC	Commercial Vehicle Recertification-I	90.00
0	08/07/2015	General Fund	Training	Midwest Tactical-CC	Control Tactics Training	488.73
78654	08/13/2015	General Fund	Training	Mn Board of Firefighter Training &	License Renewal-Karl Strohmeier	50.00
0	08/07/2015	General Fund	Training	PayPal-CC	USPCA K9 Registration	330.00
0	08/06/2015	General Fund	Training	Gina Smith	Mileage Reimbursement	23.46
0	08/07/2015	General Fund	Training	St. Paul College-CC	Workers Comp. Training	45.00
0	08/18/2015	General Fund	Training	Starbucks-CC	Driving Track Training Supplies	16.02
					Training Total:	1,721.36
0	08/06/2015	General Fund	Union Dues Deduction	LELS	PR Batch 00001.08.2015 Lels Union	1,760.18
78573	08/06/2015	General Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2015 IOUE Unio	201.00
0	08/06/2015	General Fund	Union Dues Deduction	MN Teamsters #320	PR Batch 00001.08.2015 Local 320 U	466.00
					Union Dues Deduction Total:	2,427.18
0	08/06/2015	General Fund	Utilities	Xcel Energy	New Fire Station	2,271.80
0	08/06/2015	General Fund	Utilities	Xcel Energy	Street Lights & Traffic Signal	3,728.02
0	08/06/2015	General Fund	Utilities	Xcel Energy	Street Lights	49.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/06/2015	General Fund	Utilities	Xcel Energy	Street Lights	44.10
				Utilities Total:		6,093.72
0	08/06/2015	General Fund	Utilities - Old City Hall	Xcel Energy	Historical Society	31.32
0	08/06/2015	General Fund	Utilities - Old City Hall	Xcel Energy	Fire Station	291.24
				Utilities - Old City Hall Total:		322.56
78546	08/06/2015	General Fund	Vehicle Supplies	Batteries Plus Bulbs	2015 Blanket PO for Vehicle Repair F	44.95
0	08/18/2015	General Fund	Vehicle Supplies	Club Car-CC	Patrol Vehicle Supplies	100.87
0	08/07/2015	General Fund	Vehicle Supplies	Fed Ex Kinko's-CC	Ground Shipping	21.96
0	08/13/2015	General Fund	Vehicle Supplies	FleetPride Truck & Trailer Parts	2015 Blanket PO for Vehicle Repair F	1,132.76
78574	08/06/2015	General Fund	Vehicle Supplies	LTG Power Equipment	Vehicle Supplies	234.53
0	08/06/2015	General Fund	Vehicle Supplies	MacQueen Equipment	2015 Blanket PO for Vehicle Repairs	34.66
78575	08/06/2015	General Fund	Vehicle Supplies	Matheson Tri-Gas, Inc	2015 Blanket PO for Vehicle Repair F	89.29
0	08/06/2015	General Fund	Vehicle Supplies	Napa Auto Parts	2015 Blanket PO for Vehicle Repairs	29.46
0	08/07/2015	General Fund	Vehicle Supplies	Parts Geek-CC	Floor Mats	84.95
0	08/07/2015	General Fund	Vehicle Supplies	PayPal-CC	Vandal Markings Remover	26.82
0	08/18/2015	General Fund	Vehicle Supplies	PTS Tool Supply, Co.	Vehicle Parts	144.00
78595	08/06/2015	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge	2015 Blanket PO for Vehicle Repair F	180.64
0	08/07/2015	General Fund	Vehicle Supplies	Spartan Chassis-CC	Air Temp Sensor	35.74
				Vehicle Supplies Total:		2,160.63
0	08/13/2015	General Fund	Work Session Expenses	Innovative Office Solutions	Office Supplies	6.12
				Work Session Expenses Total:		6.12
				Fund Total:		348,054.02
0	08/18/2015	General Fund Donations	Donations	Twin Cities Inflatables-CC	Inflatables	142.50
0	08/18/2015	General Fund Donations	Donations	Walmart-CC	Fun Pops	8.70
				Donations Total:		151.20
78598	08/06/2015	General Fund Donations	K-9 Supplies	St. Paul Police Canine Unit	Kennel Fee	140.00
78598	08/06/2015	General Fund Donations	K-9 Supplies	St. Paul Police Canine Unit	Kennel Fee	105.00
78610	08/06/2015	General Fund Donations	K-9 Supplies	University of Minnesota-VMC	K9 Food	30.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					K-9 Supplies Total:	275.00
					Fund Total:	426.20
0	08/07/2015	Golf Course	Contract Maintenance	Nitti Sanitation-CC	Regular Service	79.56
					Contract Maintenance Total:	79.56
0	08/04/2015	Golf Course	Credit Card Fees	US Bank-Non Bank	June Terminal Fees	861.59
					Credit Card Fees Total:	861.59
0	08/05/2015	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	642.78
					Federal Income Tax Total:	642.78
0	08/05/2015	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	113.13
0	08/05/2015	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	483.76
					FICA Employee Ded. Total:	596.89
0	08/05/2015	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	483.76
0	08/05/2015	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	113.13
					FICA Employers Share Total:	596.89
78565	08/06/2015	Golf Course	Green Fees	Independent Schools 625	St. Paul Student Golf Double Paymen	328.00
					Green Fees Total:	328.00
78566	08/06/2015	Golf Course	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplo	70.00
					HRA Employer Total:	70.00
78666	08/13/2015	Golf Course	League Expenses	Sam's Club	League Banquet	750.00
					League Expenses Total:	750.00

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78622	08/13/2015	Golf Course	Merchandise For Sale	Coca Cola Refreshments	Beverages for Resale	460.60
0	08/07/2015	Golf Course	Merchandise For Sale	Cub Foods- CC	Buns for Groupon Special	3.18
0	08/07/2015	Golf Course	Merchandise For Sale	Restaurant Depot- CC	Merch for Sale	180.00
0	08/07/2015	Golf Course	Merchandise For Sale	Restaurant Depot- CC	Concession Sales	339.51
0	08/13/2015	Golf Course	Merchandise For Sale	Sysco Mn	Concession Items for Resale	191.54
0	08/13/2015	Golf Course	Merchandise For Sale	Sysco Mn	Concession Items for Resale	43.92
0	08/18/2015	Golf Course	Merchandise For Sale	Target- CC	Golf Items for Resale	30.32
0	08/07/2015	Golf Course	Merchandise For Sale	Target- CC	Hot dogs and Coke for resale	24.24
					Merchandise For Sale Total:	1,273.31
0	08/04/2015	Golf Course	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	33.14
0	08/05/2015	Golf Course	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	33.14
					MN State Retirement Total:	66.28
0	08/07/2015	Golf Course	Operating Supplies	Davis Lock & Safe-CC	Key for Drop Safe	35.35
0	08/18/2015	Golf Course	Operating Supplies	Frattallones-CC	Paint	25.65
0	08/13/2015	Golf Course	Operating Supplies	Grainger Inc	Filters	29.76
0	08/13/2015	Golf Course	Operating Supplies	Grainger Inc	HVAC Motor	38.70
78591	08/06/2015	Golf Course	Operating Supplies	Reinders Inc.	Seed	486.50
0	08/07/2015	Golf Course	Operating Supplies	Restaurant Depot- CC	Supplies	56.86
0	08/18/2015	Golf Course	Operating Supplies	Suburban Ace Hardware-CC	Appliance Epoxy	55.93
0	08/07/2015	Golf Course	Operating Supplies	Suburban Ace Hardware-CC	Nozzle Shop Use	16.06
0	08/06/2015	Golf Course	Operating Supplies	Sysco Mn	Golf Course Supplies	142.59
0	08/18/2015	Golf Course	Operating Supplies	Target- CC	Cleaning Supplies	29.30
0	08/07/2015	Golf Course	Operating Supplies	Target- CC	Stationery	2.28
0	08/07/2015	Golf Course	Operating Supplies	Vac That Thing Up-CC	Vacuum repair	9.64
78695	08/13/2015	Golf Course	Operating Supplies	Winfield Solutions, LLC	Golf Course Supplies	1,602.31
					Operating Supplies Total:	2,530.93
0	08/05/2015	Golf Course	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	288.96
					PERA Employee Ded Total:	288.96
0	08/05/2015	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	44.46
0	08/05/2015	Golf Course	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	288.96
					PERA Employer Share Total:	333.42
0	08/06/2015	Golf Course	Rental	Jimmys Johnnys, Inc	Toilet Rental	55.62

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				Rental Total:		55.62
0	08/05/2015	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	314.92
				State Income Tax Total:		314.92
0	08/04/2015	Golf Course	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	3,533.21
				State Sales Tax Payable Total:		3,533.21
0	08/13/2015	Golf Course	Training	MRPA	Footgolf Rountable	45.00
0	08/07/2015	Golf Course	Training	Serve Alcohol-CC	Alcohol Training	29.99
				Training Total:		74.99
0	08/04/2015	Golf Course	Use Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	44.40
78591	08/06/2015	Golf Course	Use Tax Payable	Reinders Inc.	Sales/Use Tax	-31.30
78695	08/13/2015	Golf Course	Use Tax Payable	Winfield Solutions, LLC	Sales/Use Tax	-103.07
				Use Tax Payable Total:		-89.97
0	08/18/2015	Golf Course	Vehicle Supplies	Bearings-CC	Mower Bearings	77.09
0	08/07/2015	Golf Course	Vehicle Supplies	Bearings-CC	Bearing for John Deere Aerator	74.22
0	08/07/2015	Golf Course	Vehicle Supplies	K-Bid.com-CC	Part Core Harvester	140.05
0	08/13/2015	Golf Course	Vehicle Supplies	MTI Distributing, Inc.	Bushing	41.67
0	08/13/2015	Golf Course	Vehicle Supplies	MTI Distributing, Inc.	Spacer	82.45
				Vehicle Supplies Total:		415.48
				Fund Total:		12,722.86
0	08/18/2015	Housing & Redevelopment Agency	Memberships & Subscriptions	Vue Licensing-CC	Limited Broker License Renewal-Kel	136.90
				Memberships & Subscriptions Total:		136.90
78520	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Ray Auge	Energy Audit	60.00
78521	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Matt Brain	Energy Audit	60.00
78524	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Nikki Dequesada	Energy Audit	60.00
78526	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Warren Hegstrom	Energy Audit	60.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
78527	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Peggy Hjelseth	Energy Audit	60.00
78528	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Deborah Humphreys	Energy Audit	60.00
78531	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Christopher Leuer	Energy Audit	60.00
78535	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Erik Sherburne	Energy Audit	60.00
78536	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Thomas F. Smith	Energy Audit	60.00
78537	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Amare Solomon	Energy Audit	60.00
78540	08/04/2015	Housing & Redevelopment Agency	Payment to Owners	Milly Woodbury	Energy Audit	60.00
					Payment to Owners Total:	660.00
0	08/07/2015	Housing & Redevelopment Agency	Professional Services	FormSite.com-CC	Rental Registration and Home and Ga	24.97
78570	08/06/2015	Housing & Redevelopment Agency	Professional Services	Kennedy & Graven, Chartered	Legal Services	203.50
78600	08/06/2015	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	HRA Meeting Minutes	193.75
78600	08/06/2015	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Mileage Reimbursement	5.00
78600	08/06/2015	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Special HRA Meeting Minutes	118.75
78600	08/06/2015	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Mileage Reimbursement	5.00
					Professional Services Total:	550.97
78675	08/13/2015	Housing & Redevelopment Agency	Training	St. Paul Area Chamber of Commerc	Small Business Series-Dec 2014	200.00
78675	08/13/2015	Housing & Redevelopment Agency	Training	St. Paul Area Chamber of Commerc	Small Business Series-March	220.00
78675	08/13/2015	Housing & Redevelopment Agency	Training	St. Paul Area Chamber of Commerc	Small Business Series-June	220.00
					Training Total:	640.00
					Fund Total:	1,987.87
78543	08/06/2015	Housing Rep Program/Single Fam	Turf Control	Alex's Lawn & Turf	Weekly Mowing Service-2668 Lexing	140.00
					Turf Control Total:	140.00
					Fund Total:	140.00
0	08/07/2015	Info Tech/Contract Cities	Vadnais Heights Capital Exp	Network Solutions- CC	Domain Name Renewal-City of Vadn	184.95
					Vadnais Heights Capital Exp Total:	184.95

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund Total:		184.95
78627	08/13/2015	Information Technology	Computer Equipment	Data Q Internet Equip. Corp.	Switch Replacements	3,550.00
78627	08/13/2015	Information Technology	Computer Equipment	Data Q Internet Equip. Corp.	LAN Base, Uplinks	3,780.00
78628	08/13/2015	Information Technology	Computer Equipment	DC Group, Inc	Batteries	4,900.00
0	08/13/2015	Information Technology	Computer Equipment	Newegg Business, Inc.	Computer Supplies	482.35
0	08/13/2015	Information Technology	Computer Equipment	Newegg Business, Inc.	Computer Supplies	171.98
78660	08/13/2015	Information Technology	Computer Equipment	Paragon Solutions Group, Inc.	Panoramic Camera Supplies	744.65
78660	08/13/2015	Information Technology	Computer Equipment	Paragon Solutions Group, Inc.	Panoramic Camera Supplies	827.91
78583	08/06/2015	Information Technology	Computer Equipment	Paragon Solutions Group, Inc.	Panoramic IP Camera	827.91
				Computer Equipment Total:		15,284.80
0	08/13/2015	Information Technology	Contract Maintenance	Electro Watchman, Inc.	Server Upgrade	400.00
0	08/18/2015	Information Technology	Contract Maintenance	McAfee, Inc-CC	Threat Management/Spam FIltering S	880.00
0	08/13/2015	Information Technology	Contract Maintenance	SHI International Corp	Vmware Backup, Maintenance	1,272.00
0	08/07/2015	Information Technology	Contract Maintenance	Zoho Corp-ACH	Service Desk Software Subscription	4,900.00
				Contract Maintenance Total:		7,452.00
0	08/05/2015	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	4,085.11
				Federal Income Tax Total:		4,085.11
0	08/05/2015	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	535.46
0	08/05/2015	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	2,289.59
				FICA Employee Ded. Total:		2,825.05
0	08/05/2015	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	2,289.59
0	08/05/2015	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	535.46
				FICA Employers Share Total:		2,825.05
78566	08/06/2015	Information Technology	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplc	650.00
				HRA Employer Total:		650.00
78587	08/06/2015	Information Technology	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Emplc	252.41

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				HSA Employee Total:		252.41
78587	08/06/2015	Information Technology	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	868.75
				HSA Employer Total:		868.75
0	08/06/2015	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-30022′	PR Batch 00001.08.2015 ICMA Defe	225.00
				ICMA Def Comp Total:		225.00
78614	08/13/2015	Information Technology	Internet	Anoka County Treasury	Sept. Broadband	75.00
0	08/13/2015	Information Technology	Internet	Cologix, Inc	Fiber Cross Connect-July	450.00
0	08/13/2015	Information Technology	Internet	Cologix, Inc	Fiber Cross Connect-Aug	450.00
78623	08/13/2015	Information Technology	Internet	Comcast	High Speed Internet, Cable TV	264.94
78638	08/13/2015	Information Technology	Internet	Hurricane Electric	Transit Service Monthly Fee	500.00
0	08/18/2015	Information Technology	Internet	Network Solutions- CC	Name Renewal-LivingSmarter.org	37.99
78697	08/13/2015	Information Technology	Internet	XO Communications Inc.	Internet	1,308.83
				Internet Total:		3,086.76
0	08/13/2015	Information Technology	Miscellaneous Revenue	Roseville Area Schools	USAC Funding Pass-Through	25,833.60
				Miscellaneous Revenue Total:		25,833.60
0	08/04/2015	Information Technology	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	353.76
0	08/05/2015	Information Technology	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	361.55
				MN State Retirement Total:		715.31
0	08/07/2015	Information Technology	Office Supplies	UPS Store- CC	Return order to CDWG	13.76
				Office Supplies Total:		13.76
78619	08/13/2015	Information Technology	Operating Supplies	CDW Government, Inc.	Police Data Rack	197.85
78619	08/13/2015	Information Technology	Operating Supplies	CDW Government, Inc.	USB Extension Cable, DVD-R	23.34
78630	08/13/2015	Information Technology	Operating Supplies	Filtration Systems Inc.	IT Supplies	234.72
0	08/18/2015	Information Technology	Operating Supplies	ID Zone-CC	Key FOBS for City Hall Door	579.00
				Operating Supplies Total:		1,034.91

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/05/2015	Information Technology	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	2,350.06
					PERA Employee Ded Total:	2,350.06
0	08/05/2015	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	2,350.06
0	08/05/2015	Information Technology	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	361.55
					PERA Employer Share Total:	2,711.61
0	08/05/2015	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	1,504.47
					State Income Tax Total:	1,504.47
0	08/07/2015	Information Technology	Training	Amazon.com- CC	MCTS 70-680 Cert Guide: Microsoft	31.33
0	08/07/2015	Information Technology	Training	Amazon.com- CC	MCTS 70-680 Cert Guide: Rapid Rev	30.54
0	08/07/2015	Information Technology	Training	IT Certification-CC	Exchange Core Solutions Test	150.00
					Training Total:	211.87
0	08/13/2015	Information Technology	Transportation	Peter Olson	Mileage Reimbursement	9.03
					Transportation Total:	9.03
					Fund Total:	71,939.55
78548	08/06/2015	License Center	Contract Maintenance	Brite-Way Window Cleaning Sv	License Center Window Cleaning	29.00
					Contract Maintenance Total:	29.00
0	08/05/2015	License Center	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inc	3,110.18
					Federal Income Tax Total:	3,110.18
0	08/05/2015	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	451.65
0	08/05/2015	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	1,931.23
					FICA Employee Ded. Total:	2,382.88
0	08/05/2015	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	1,931.23
0	08/05/2015	License Center	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	451.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employers Share Total:	2,382.88
78566	08/06/2015	License Center	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplc	630.00
					HRA Employer Total:	630.00
78587	08/06/2015	License Center	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Emplc	76.92
					HSA Employee Total:	76.92
78587	08/06/2015	License Center	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	545.00
					HSA Employer Total:	545.00
0	08/04/2015	License Center	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	296.75
0	08/05/2015	License Center	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	306.50
					MN State Retirement Total:	603.25
0	08/04/2015	License Center	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	258.97
0	08/04/2015	License Center	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	200.00
0	08/05/2015	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	254.62
0	08/05/2015	License Center	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	200.00
					MNDCP Def Comp Total:	913.59
0	08/13/2015	License Center	Office Supplies	Innovative Office Solutions	Office Supplies	92.22
0	08/07/2015	License Center	Office Supplies	Innovative Office Solutions-CC	Office Supplies	84.87
0	08/18/2015	License Center	Office Supplies	Pakor, Inc.	Passport Supplies	852.00
0	08/07/2015	License Center	Office Supplies	Pakor-CC	Passport Supplies	472.07
0	08/07/2015	License Center	Office Supplies	S & T Office Products-CC	Office Supplies	31.50
0	08/07/2015	License Center	Office Supplies	Uline-CC	Office Supplies	104.27
					Office Supplies Total:	1,636.93
0	08/05/2015	License Center	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	1,931.24
					PERA Employee Ded Total:	1,931.24
0	08/05/2015	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	1,931.24

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/05/2015	License Center	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	297.12
					PERA Employer Share Total:	2,228.36
0	08/18/2015	License Center	Postage	USPS-CC	Postage	151.50
0	08/07/2015	License Center	Postage	USPS-CC	Postage	157.75
					Postage Total:	309.25
78648	08/13/2015	License Center	Professional Services	Linn Building Maintenance	General Cleaning-Aug.	608.63
0	08/13/2015	License Center	Professional Services	Quicksilver Express Courier	Courier Service	246.72
					Professional Services Total:	855.35
0	08/13/2015	License Center	Rental	Gaughan Properties	License Center Rent-Sept 2015	5,161.10
					Rental Total:	5,161.10
0	08/04/2015	License Center	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	1,473.25
					Sales Tax Payable Total:	1,473.25
0	08/05/2015	License Center	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	1,325.59
					State Income Tax Total:	1,325.59
					Fund Total:	25,594.77
0	08/07/2015	P & R Contract Mantenance	Contract Maintenance	Nitti Sanitation-CC	Regular Service	857.14
					Contract Maintenance Total:	857.14
0	08/05/2015	P & R Contract Mantenance	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inc	3,073.20
					Federal Income Tax Total:	3,073.20
0	08/05/2015	P & R Contract Mantenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	408.93
0	08/05/2015	P & R Contract Mantenance	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	1,748.56

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	2,157.49
0	08/05/2015	P & R Contract Mantenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	1,748.56
0	08/05/2015	P & R Contract Mantenance	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	408.93
					FICA Employers Share Total:	2,157.49
78566	08/06/2015	P & R Contract Mantenance	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplo	370.00
					HRA Employer Total:	370.00
78587	08/06/2015	P & R Contract Mantenance	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Empl	238.46
78587	08/06/2015	P & R Contract Mantenance	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA WI En	34.62
					HSA Employee Total:	273.08
78587	08/06/2015	P & R Contract Mantenance	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	1,107.50
					HSA Employer Total:	1,107.50
0	08/04/2015	P & R Contract Mantenance	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	199.30
0	08/05/2015	P & R Contract Mantenance	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	206.41
					MN State Retirement Total:	405.71
0	08/04/2015	P & R Contract Mantenance	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	280.00
0	08/05/2015	P & R Contract Mantenance	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	280.00
					MNDCP Def Comp Total:	560.00
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Appliance Factory-CC	No Receipt-Schlosser	57.95
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Bachman's-CC	Flowers and sod for Arboretum	234.21
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Byerly's- CC	Granola Bars	15.00
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Byerly's- CC	Oasis Community Build Treats	23.96
78620	08/13/2015	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	2.36
78620	08/13/2015	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	2.36
78620	08/13/2015	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning	2.36
78620	08/13/2015	P & R Contract Mantenance	Operating Supplies	Cintas Corporation #470	Uniform Cleaning, Nitrile Gloves	2.36
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Consolidated Container-CC	Garbage Cans	425.00
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Costa Farm & Greenhouse-CC	Missing Receipt-Patty Sullivan	752.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Dey Appliance-CC	Filter, Flashlight and Worklight	48.90
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Dollar Tree-CC	Cleaning Supplies	7.50
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Fra Dor-CC	No Receipt-P. Sullivan	112.48
78632	08/13/2015	P & R Contract Mantenance	Operating Supplies	Gertens Greenhouses	Nursery Supplies	117.00
78632	08/13/2015	P & R Contract Mantenance	Operating Supplies	Gertens Greenhouses	Nursery Supplies	106.72
78632	08/13/2015	P & R Contract Mantenance	Operating Supplies	Gertens Greenhouses	Nursery Supplies	137.50
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Guitar Center-CC	Missing Receipt-Matthias Schlosser	96.38
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Guitar Center-CC	Missing Receipt-Matthias Schlosser	32.13
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Home Depot- CC	Electrical Supplies	67.74
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Home Depot- CC	Tools	320.30
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Home Depot- CC	Garden Hoses	91.05
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Menards-CC	Brooms	39.81
78651	08/13/2015	P & R Contract Mantenance	Operating Supplies	MIDC Enterprises	Park Supplies	60.35
78651	08/13/2015	P & R Contract Mantenance	Operating Supplies	MIDC Enterprises	Park Supplies	211.20
78651	08/13/2015	P & R Contract Mantenance	Operating Supplies	MIDC Enterprises	Park Supplies	27.00
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Mills Fleet Farm-CC	Oil	28.92
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-CC	Anchors, Nails, Spray Paint	32.53
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-CC	No Receipt-P. Sullivan	176.61
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-CC	No Receipt-B. Norman	14.41
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-CC	Shop Parts	44.44
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-CC	CP Signs	24.60
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-CC	Toilet Lion's Shelter	14.97
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-CC	Toilet Lion's Shelter	11.77
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Office Depot- CC	Sign	16.07
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	O'Reilly Automotive- CC	Play Ground	32.27
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Suburban Ace Hardware-CC	Chain Oil	27.83
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Suburban Ace Hardware-CC	Lawn Mower Blades	140.00
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Suburban Ace Hardware-CC	Pool Supplies	16.90
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Suburban Ace Hardware-CC	Filter for Shop Vac	16.99
0	08/07/2015	P & R Contract Mantenance	Operating Supplies	Suburban Ace Hardware-CC	Dale Street Light	7.95
0	08/18/2015	P & R Contract Mantenance	Operating Supplies	Volleyball USA-CC	Volleyball Supplies	168.73
					Operating Supplies Total:	3,769.11
0	08/05/2015	P & R Contract Mantenance	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	1,381.37
					PERA Employee Ded Total:	1,381.37
0	08/05/2015	P & R Contract Mantenance	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	212.53
0	08/05/2015	P & R Contract Mantenance	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	1,381.37
					PERA Employer Share Total:	1,593.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/18/2015	P & R Contract Mantenance	Professional Services	PayPal-CC	No Receipt-M. Johnson	240.00
78691	08/13/2015	P & R Contract Mantenance	Professional Services	Upper Cut Tree Service	Tree Removal	3,540.00
78611	08/06/2015	P & R Contract Mantenance	Professional Services	Upper Cut Tree Service	Diseased and Hazard Tree Removal	4,785.00
					Professional Services Total:	8,565.00
0	08/13/2015	P & R Contract Mantenance	Rental	Jimmys Johnnys, Inc	Toilet Rental	54.50
					Rental Total:	54.50
0	08/04/2015	P & R Contract Mantenance	Sales Tax	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	108.37
					Sales Tax Total:	108.37
0	08/05/2015	P & R Contract Mantenance	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	1,286.06
					State Income Tax Total:	1,286.06
78579	08/06/2015	P & R Contract Mantenance	Training	MN Turf & Grounds Foundation	Tree & Shrub Problems Workshop-Tv	125.00
					Training Total:	125.00
78573	08/06/2015	P & R Contract Mantenance	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2015 IOUE Unio	234.50
					Union Dues Deduction Total:	234.50
0	08/06/2015	P & R Contract Mantenance	Utilities	Xcel Energy	P&R	973.77
0	08/06/2015	P & R Contract Mantenance	Utilities	Xcel Energy	P&R	3,694.70
					Utilities Total:	4,668.47
					Fund Total:	32,747.89
78656	08/13/2015	Park Renewal 2011	15-02 Victoria Street Recon	North Valley, Inc.	Sewer Service	8,974.47
78611	08/06/2015	Park Renewal 2011	15-02 Victoria Street Recon	Upper Cut Tree Service	Tree Removal	1,800.00
					15-02 Victoria Street Recon Total:	10,774.47
78644	08/13/2015	Park Renewal 2011	Contractor Payments	Kevin Casey, LLC	Disc Golf Renovations @ Acorn Park	78,900.00
78650	08/13/2015	Park Renewal 2011	Contractor Payments	Mickman Brothers, Inc.	Park Renewal Program	35,439.75

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
78650	08/13/2015	Park Renewal 2011	Contractor Payments	Mickman Brothers, Inc.	Park Renewal Program	3,137.85
0	08/13/2015	Park Renewal 2011	Contractor Payments	Urban Companies	PRPP-Field Improvements	146,409.21
					Contractor Payments Total:	263,886.81
0	08/13/2015	Park Renewal 2011	Professional Services	LHB Inc	Final Concept Plans	884.00
0	08/13/2015	Park Renewal 2011	Professional Services	LHB Inc	Park Renwal Program	492.00
0	08/13/2015	Park Renewal 2011	Professional Services	LHB Inc	Construction Administration	2,680.70
					Professional Services Total:	4,056.70
					Fund Total:	278,717.98
78577	08/06/2015	Pathway Maintenance Fund	Operating Supplies	Midstate Reclamation, Inc.	Victoria Ballfield and Co Rd C Reclai	2,900.00
78589	08/06/2015	Pathway Maintenance Fund	Operating Supplies	Q3 Contracting, Inc.	Sign, Cone Rental	142.20
78696	08/13/2015	Pathway Maintenance Fund	Operating Supplies	Xcel Energy	Xcel Property Damage	1,651.37
					Operating Supplies Total:	4,693.57
					Fund Total:	4,693.57
0	08/05/2015	Police - DWI Enforcement	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	57.39
					Federal Income Tax Total:	57.39
0	08/05/2015	Police - DWI Enforcement	FICA Employee Ded	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	5.98
					FICA Employee Ded Total:	5.98
0	08/05/2015	Police - DWI Enforcement	FICA Employer Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	5.98
					FICA Employer Share Total:	5.98
78587	08/06/2015	Police - DWI Enforcement	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Empl	2.46
					HSA Employee Total:	2.46
78587	08/06/2015	Police - DWI Enforcement	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	21.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					HSA Employer Total:	21.40
0	08/05/2015	Police - DWI Enforcement	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	4.19
					MN State Retirement Total:	4.19
0	08/05/2015	Police - DWI Enforcement	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	26.75
					MNDCP Def Comp Total:	26.75
0	08/05/2015	Police - DWI Enforcement	PERA	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	45.25
					PERA Total:	45.25
0	08/05/2015	Police - DWI Enforcement	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	67.86
					PERA Employer Share Total:	67.86
0	08/06/2015	Police - DWI Enforcement	Professional Services	Intoximeters, Inc.	Sockets, Batteries	104.25
					Professional Services Total:	104.25
0	08/05/2015	Police - DWI Enforcement	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	19.31
					State Income Tax Total:	19.31
0	08/06/2015	Police - DWI Enforcement	Union Dues	LELS	PR Batch 00001.08.2015 Lels Union	5.03
					Union Dues Total:	5.03
					Fund Total:	365.85
0	08/05/2015	Police Grants	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inc	72.56
					Federal Income Tax Total:	72.56
0	08/05/2015	Police Grants	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	7.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					FICA Employee Ded. Total:	7.53
0	08/05/2015	Police Grants	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	7.53
					FICA Employers Share Total:	7.53
78587	08/06/2015	Police Grants	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Empl	4.41
					HSA Employee Total:	4.41
78587	08/06/2015	Police Grants	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	28.99
					HSA Employer Total:	28.99
0	08/04/2015	Police Grants	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	20.37
0	08/05/2015	Police Grants	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	5.28
					MN State Retirement Total:	25.65
0	08/04/2015	Police Grants	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	30.02
0	08/05/2015	Police Grants	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	36.24
					MNDCP Def Comp Total:	66.26
0	08/05/2015	Police Grants	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	57.16
					PERA Employee Ded Total:	57.16
0	08/05/2015	Police Grants	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	85.73
					PERA Employer Share Total:	85.73
0	08/05/2015	Police Grants	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	24.70
					State Income Tax Total:	24.70
0	08/06/2015	Police Grants	Union Dues Deduction	LELS	PR Batch 00001.08.2015 Lels Union	6.80
					Union Dues Deduction Total:	6.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund Total:		387.32
78569	08/06/2015	Police Forfeiture Fund	Professional Services	Keeprs Inc	Rifles	917.00
				Professional Services Total:		917.00
				Fund Total:		917.00
0	08/04/2015	Public Works Vehicle Revolving	Public Works Vehicles	City of Roseville- Non Bank	Licensing Fees-7400 International	2,875.87
				Public Works Vehicles Total:		2,875.87
				Fund Total:		2,875.87
0	08/13/2015	Recreation Donations	Operating Supplies	St. Croix Recreation Funplaygrounc	Heritage Benches	2,062.00
				Operating Supplies Total:		2,062.00
				Fund Total:		2,062.00
78555	08/06/2015	Recreation Fund	Collected Insurance Fee	Joanne Davis	Youth Track Program Refund	1.00
78571	08/06/2015	Recreation Fund	Collected Insurance Fee	Elisabeth Klarqvist	Extreme Fun Drawing Class Refund-	2.00
78571	08/06/2015	Recreation Fund	Collected Insurance Fee	Elisabeth Klarqvist	Extreme Fun Drawing Class Refund-	2.00
				Collected Insurance Fee Total:		5.00
78648	08/13/2015	Recreation Fund	Contract Maintenance	Linn Building Maintenance	General Cleaning-Aug.	1,020.63
0	08/07/2015	Recreation Fund	Contract Maintenance	Nitti Sanitation-CC	Regular Service	247.86
78682	08/13/2015	Recreation Fund	Contract Maintenance	Summit Companies	Suppression System Inspection	148.00
78601	08/06/2015	Recreation Fund	Contract Maintenance	The Cleaning Authority	Window Washing-July	1,500.00
				Contract Maintenance Total:		2,916.49
78648	08/13/2015	Recreation Fund	Contract Maintenence	Linn Building Maintenance	General Cleaning-Aug.	814.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Contract Maintenence Total:	814.63
0	08/04/2015	Recreation Fund	Credit Card Fees	US Bank-Non Bank	June Terminal Fees	117.36
					Credit Card Fees Total:	117.36
0	08/05/2015	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	4,955.87
					Federal Income Tax Total:	4,955.87
78544	08/06/2015	Recreation Fund	Fee Program Revenue	Howard Anderson	Key Deposit Refund	25.00
78549	08/06/2015	Recreation Fund	Fee Program Revenue	Jessica Carlson	Permit Charges Refund	85.00
78555	08/06/2015	Recreation Fund	Fee Program Revenue	Joanne Davis	Youth Track Program Refund	5.00
78555	08/06/2015	Recreation Fund	Fee Program Revenue	Joanne Davis	Youth Track Program Refund	30.16
78555	08/06/2015	Recreation Fund	Fee Program Revenue	Joanne Davis	Youth Track Program Refund	3.00
78641	08/13/2015	Recreation Fund	Fee Program Revenue	Trudy Irish	Key Deposit Refund	25.00
78643	08/13/2015	Recreation Fund	Fee Program Revenue	Roger Jones	Key Deposit Refund	25.00
78571	08/06/2015	Recreation Fund	Fee Program Revenue	Elisabeth Klarqvist	Extreme Fun Drawing Class Refund-	3.00
78571	08/06/2015	Recreation Fund	Fee Program Revenue	Elisabeth Klarqvist	Extreme Fun Drawing Class Refund-	3.00
78592	08/06/2015	Recreation Fund	Fee Program Revenue	Eugene Richter	Key Deposit Refund	25.00
78694	08/13/2015	Recreation Fund	Fee Program Revenue	Denny Widmer	Key Deposit Refund	25.00
					Fee Program Revenue Total:	254.16
0	08/05/2015	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	4,010.42
0	08/05/2015	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	937.98
					FICA Employee Ded. Total:	4,948.40
0	08/05/2015	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	4,010.42
0	08/05/2015	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	937.98
					FICA Employers Share Total:	4,948.40
78566	08/06/2015	Recreation Fund	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplo	978.00
					HRA Employer Total:	978.00
78587	08/06/2015	Recreation Fund	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Empl	334.04

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				HSA Employee Total:		334.04
78587	08/06/2015	Recreation Fund	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	945.00
				HSA Employer Total:		945.00
0	08/06/2015	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022′	PR Batch 00001.08.2015 ICMA Defe	550.00
				ICMA Def Comp Total:		550.00
0	08/13/2015	Recreation Fund	Memberships & Subscriptions	DMX, Inc.	Skating Center Music	153.95
78657	08/13/2015	Recreation Fund	Memberships & Subscriptions	NRPA	Membership Renewal-Member ID: 1	800.00
0	08/07/2015	Recreation Fund	Memberships & Subscriptions	PayPal-CC	USA Pickleball Assoc Membership	25.00
				Memberships & Subscriptions Total:		978.95
0	08/07/2015	Recreation Fund	Merchandise for Sale	Target- CC	Popcorn	7.10
				Merchandise for Sale Total:		7.10
0	08/06/2015	Recreation Fund	Minnesota Benefit Ded	MN Benefit Association	PR Batch 00001.08.2015 Minnesota E	446.05
				Minnesota Benefit Ded Total:		446.05
78571	08/06/2015	Recreation Fund	Miscellaneous Revenue	Elisabeth Klarqvist	Extreme Fun Drawing Class Refund-	93.00
78571	08/06/2015	Recreation Fund	Miscellaneous Revenue	Elisabeth Klarqvist	Extreme Fun Drawing Class Refund-	93.00
				Miscellaneous Revenue Total:		186.00
0	08/04/2015	Recreation Fund	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	407.28
0	08/05/2015	Recreation Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	407.69
				MN State Retirement Total:		814.97
0	08/04/2015	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	1,308.41
0	08/05/2015	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	1,308.41
				MNDCP Def Comp Total:		2,616.82
0	08/18/2015	Recreation Fund	Office Supplies	Office Depot- CC	Office Supplies	57.72

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/18/2015	Recreation Fund	Office Supplies	Office Depot- CC	Office Supplies	41.43
0	08/07/2015	Recreation Fund	Office Supplies	Office Depot- CC		345.20
0	08/07/2015	Recreation Fund	Office Supplies	Office Depot- CC	Office Supplies	116.67
					Office Supplies Total:	561.02
0	08/07/2015	Recreation Fund	Operating Supplies	Amazon.com- CC	Tennis Balls	169.34
0	08/06/2015	Recreation Fund	Operating Supplies	Caitlin Barrett	Supplies Reimbursement	71.16
0	08/06/2015	Recreation Fund	Operating Supplies	Deborah Cash	Program Supplies Reimbursement	60.00
0	08/18/2015	Recreation Fund	Operating Supplies	Cub Foods- CC	Staff Training Lunch	146.80
0	08/18/2015	Recreation Fund	Operating Supplies	Cub Foods- CC	Staff Training Supplies	16.67
0	08/18/2015	Recreation Fund	Operating Supplies	Cub Foods- CC	Run Volunteer Refreshments	11.98
0	08/07/2015	Recreation Fund	Operating Supplies	Cub Foods- CC	Volunteer Training Supplies	10.60
0	08/07/2015	Recreation Fund	Operating Supplies	Cub Foods- CC	Senior Club 5 Supplies	28.90
0	08/07/2015	Recreation Fund	Operating Supplies	Cub Foods- CC	Supplies for staff training	3.20
0	08/06/2015	Recreation Fund	Operating Supplies	Ann K. Davies	Supplies Reimbursement	17.50
0	08/07/2015	Recreation Fund	Operating Supplies	Dick's Sporting Goods-CC	Tee for T Ball Program	21.41
0	08/18/2015	Recreation Fund	Operating Supplies	Dollar Tree-CC	Cotton Balls	3.21
0	08/18/2015	Recreation Fund	Operating Supplies	Dollar Tree-CC	Games Galore Supplies	10.71
0	08/07/2015	Recreation Fund	Operating Supplies	Dollar Tree-CC	Staff Training Supplies	2.14
0	08/18/2015	Recreation Fund	Operating Supplies	Epic Sports-CC	Baseball Base Plugs	47.66
0	08/13/2015	Recreation Fund	Operating Supplies	Fastenal Company Inc.	Tools	49.40
0	08/18/2015	Recreation Fund	Operating Supplies	Fun Express-CC	July 4th Supplies	180.76
0	08/18/2015	Recreation Fund	Operating Supplies	Goodwill-CC	Camp Supplies	21.42
0	08/07/2015	Recreation Fund	Operating Supplies	Half Price Books-CC	Program supplies	12.83
0	08/18/2015	Recreation Fund	Operating Supplies	Home Depot- CC	No Receipt-Anfang	225.87
0	08/18/2015	Recreation Fund	Operating Supplies	Lakeshore Learning- CC	Summer Program Supplies	36.93
0	08/18/2015	Recreation Fund	Operating Supplies	Lakeshore Learning- CC	Summer Program Supplies	27.07
0	08/18/2015	Recreation Fund	Operating Supplies	Lakeshore Learning- CC	Summer Program Supplies	135.67
0	08/18/2015	Recreation Fund	Operating Supplies	Lexington Floral- CC	Dance Recital Flowers	615.97
0	08/18/2015	Recreation Fund	Operating Supplies	Michaels-CC	Camp Supplies	85.41
0	08/18/2015	Recreation Fund	Operating Supplies	Michaels-CC	Summer Spectacular Supplies	26.72
0	08/07/2015	Recreation Fund	Operating Supplies	Michaels-CC	Camp Supplies	45.29
0	08/18/2015	Recreation Fund	Operating Supplies	Office Depot- CC	Nametags	17.12
0	08/07/2015	Recreation Fund	Operating Supplies	Oriental Trading- CC	Discover you parks supplies	199.64
0	08/18/2015	Recreation Fund	Operating Supplies	Party City-CC	Tablecloth	18.20
0	08/18/2015	Recreation Fund	Operating Supplies	Party City-CC	Passport To Play Supplies	32.13
0	08/07/2015	Recreation Fund	Operating Supplies	Party City-CC	Program Supplies	23.97
0	08/07/2015	Recreation Fund	Operating Supplies	Party City-CC	Program Supplies	31.94
0	08/07/2015	Recreation Fund	Operating Supplies	Party City-CC	Supplies for staff training	3.21
0	08/18/2015	Recreation Fund	Operating Supplies	PetSmart-CC	HANC Animal Supplies	23.69
78661	08/13/2015	Recreation Fund	Operating Supplies	Picklebal Stuff, LLC	Bulldog Polyball Jugs	33.25
0	08/18/2015	Recreation Fund	Operating Supplies	Restaurant Depot- CC	Staff Training Lunch, HANC Camp S	92.48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/18/2015	Recreation Fund	Operating Supplies	Restaurant Depot- CC	Staff Training Lunch, HANC Camp S	241.65
0	08/18/2015	Recreation Fund	Operating Supplies	Restaurant Depot- CC	Ice Cream Supplies	24.39
78594	08/06/2015	Recreation Fund	Operating Supplies	John Robertson-Smith	Event Supplies Reimbursement	17.10
0	08/07/2015	Recreation Fund	Operating Supplies	Running Room-CC	Run for the Roses Awards	40.00
0	08/07/2015	Recreation Fund	Operating Supplies	Sports Authority-CC	Tennis Balls	23.96
78674	08/13/2015	Recreation Fund	Operating Supplies	St. Croix Screenprintint, Inc.	Qty 640: Run for Roses Shirts	2,248.00
78674	08/13/2015	Recreation Fund	Operating Supplies	St. Croix Screenprintint, Inc.	Qty 640: Run for Roses Shirts	138.00
0	08/18/2015	Recreation Fund	Operating Supplies	Staples-CC	Office Supplies	52.42
0	08/07/2015	Recreation Fund	Operating Supplies	Staples-CC	Office Supplies	111.63
0	08/13/2015	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	79.80
0	08/18/2015	Recreation Fund	Operating Supplies	Suburban Ace Hardware-CC	Cable Ties, Fresh Wave Gel	34.26
0	08/07/2015	Recreation Fund	Operating Supplies	Suburban Ace Hardware-CC	Can Liners	21.41
0	08/07/2015	Recreation Fund	Operating Supplies	Suburban Ace Hardware-CC	Chalk	2.99
0	08/18/2015	Recreation Fund	Operating Supplies	Subway-CC	Staff Training Supplies	10.71
0	08/07/2015	Recreation Fund	Operating Supplies	Subway-CC	Staff training before dance rehearsal	72.85
0	08/18/2015	Recreation Fund	Operating Supplies	Target- CC	HANC Program Supplies	49.35
0	08/18/2015	Recreation Fund	Operating Supplies	Target- CC	DYP Lemonade	24.00
0	08/07/2015	Recreation Fund	Operating Supplies	Target- CC	Tennis Balls	48.90
0	08/07/2015	Recreation Fund	Operating Supplies	Target- CC	First Aid Supplies	26.88
0	08/07/2015	Recreation Fund	Operating Supplies	Target- CC	Camp Supplies	54.73
0	08/07/2015	Recreation Fund	Operating Supplies	Target- CC	Summer Spec Storage Supplies	12.84
0	08/07/2015	Recreation Fund	Operating Supplies	Target- CC	Staff training before rehearsal	17.48
78604	08/06/2015	Recreation Fund	Operating Supplies	Trans Mississippi Biological Supply	Red Worms	10.50
0	08/18/2015	Recreation Fund	Operating Supplies	UPS Store- CC	Run for the Roses Bib Mailing	21.39
0	08/13/2015	Recreation Fund	Operating Supplies	Voss Lighting	Lighting Supplies	152.42
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Folders for LIT's	9.11
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Activity Supplies	69.47
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Sports Ball Hooks	9.51
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Passport To Play Supplies	25.80
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	DYP-Washclothes, Tape	10.31
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Summer Spectacular Supplies	46.29
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Puppet Wagon Supplies	15.28
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Puppet Wagon Batteries	25.65
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Puppet Wagon Supplies	18.06
0	08/18/2015	Recreation Fund	Operating Supplies	Walmart-CC	Passport To Play Supplies	12.36
0	08/07/2015	Recreation Fund	Operating Supplies	Walmart-CC	Distilled Water	7.04
0	08/07/2015	Recreation Fund	Operating Supplies	Walmart-CC	Spec Supplies -Crafts, Snacks, Sunsci	122.95
0	08/07/2015	Recreation Fund	Operating Supplies	Walmart-CC	Staff training supplies	52.11
0	08/07/2015	Recreation Fund	Operating Supplies	Walmart-CC	Missing Receipt-Jill Anfang	141.66
					Operating Supplies Total:	6,663.51
0	08/05/2015	Recreation Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	2,874.10

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					PERA Employee Ded Total:	2,874.10
0	08/05/2015	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	2,874.10
0	08/05/2015	Recreation Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	442.18
					PERA Employer Share Total:	3,316.28
78541	08/06/2015	Recreation Fund	Professional Services	AARP	AARP Driving Class	310.00
0	08/18/2015	Recreation Fund	Professional Services	Bakken Museum-CC	Field Trip	160.00
78621	08/13/2015	Recreation Fund	Professional Services	City of Shoreview	Field trip to Nickelodeon Universe	234.00
0	08/07/2015	Recreation Fund	Professional Services	Craigslist-CC	Missing Receipt-Matt Johnson	25.00
78554	08/06/2015	Recreation Fund	Professional Services	Dale Dahlquist	Summer Entertainment	350.00
78626	08/13/2015	Recreation Fund	Professional Services	Jordan Danielson	Summer Tennis Instructor-June & Jul	226.25
78556	08/06/2015	Recreation Fund	Professional Services	Eileen Degnan	Summer Entertainment	200.00
78557	08/06/2015	Recreation Fund	Professional Services	Duniya Drum and Dance	Summer Entertainment	1,200.00
0	08/07/2015	Recreation Fund	Professional Services	Facebook-CC	Missing Receipt-Matt Johnson	8.29
78563	08/06/2015	Recreation Fund	Professional Services	Todd Hanson	Sound Tech. for 6/25/15	100.00
78564	08/06/2015	Recreation Fund	Professional Services	Tricia Haynes	Performance for DYP	500.00
0	08/06/2015	Recreation Fund	Professional Services	Tara Jebens-Singh	Run Roseville Class	462.00
78645	08/13/2015	Recreation Fund	Professional Services	Lidia Klingenberg	Summer Tennis Instructor-June & Jul	431.81
78647	08/13/2015	Recreation Fund	Professional Services	Jessica Lee	Music Classes-Summer 2015	2,223.00
0	08/13/2015	Recreation Fund	Professional Services	Willie McCray	Umpire Service	1,808.00
0	08/13/2015	Recreation Fund	Professional Services	Willie McCray	Umpire Service	1,262.00
78581	08/06/2015	Recreation Fund	Professional Services	Multicare Associates	DOT Exam-Gauger	74.00
78664	08/13/2015	Recreation Fund	Professional Services	Heidi Rollinger	Tennis Instructor-July & August	393.00
0	08/06/2015	Recreation Fund	Professional Services	Pam Schweitzer	Rosefest Campfire Story Telling	50.00
78597	08/06/2015	Recreation Fund	Professional Services	Chris Simdorn	Football Camp Director	4,292.00
78672	08/13/2015	Recreation Fund	Professional Services	Sports Unlimited, Corp.	Cheer & Flag Football Camp	2,551.00
78673	08/13/2015	Recreation Fund	Professional Services	St. Anthony-New Brighton Comm.	Adult Trip to Saints Game	329.29
78679	08/13/2015	Recreation Fund	Professional Services	Sheila Statz	Tennis Instructor-June-Aug	637.50
78599	08/06/2015	Recreation Fund	Professional Services	Stevie Ray Theatre Company	Summer Entertainment	200.00
0	08/07/2015	Recreation Fund	Professional Services	Swank Motion Pictures-CC	Missing Receipt-Jill Anfang	376.01
78602	08/06/2015	Recreation Fund	Professional Services	The Langer's Ball	Summer Entertainment	200.00
0	08/18/2015	Recreation Fund	Professional Services	The Works Museum-CC	Field Trip	120.00
78607	08/06/2015	Recreation Fund	Professional Services	Ralph Tuttila	Dance Instruction	75.00
0	08/18/2015	Recreation Fund	Professional Services	Water Park of America-CC	Field Trip	487.56
78613	08/06/2015	Recreation Fund	Professional Services	Ana Wermager	Tennis Instructor	225.00
0	08/18/2015	Recreation Fund	Professional Services	Winehaven-CC	Wine Tasting	175.00
					Professional Services Total:	19,685.71
0	08/13/2015	Recreation Fund	Rental	Jimmys Johnnys, Inc	Toilet Rental	268.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/13/2015	Recreation Fund	Rental	Jimmys Johnnys, Inc	Toilet Rental	99.00
0	08/13/2015	Recreation Fund	Rental	Jimmys Johnnys, Inc	Toilet Rental	99.00
0	08/13/2015	Recreation Fund	Rental	Jimmys Johnnys, Inc	Toilet Rental	54.50
0	08/13/2015	Recreation Fund	Rental	Jimmys Johnnys, Inc	Toilet Rental	54.50
0	08/13/2015	Recreation Fund	Rental	Jimmys Johnnys, Inc	Toilet Rental	268.50
0	08/13/2015	Recreation Fund	Rental	Jimmys Johnnys, Inc	Toilet Rental	486.50
					Rental Total:	1,330.50
0	08/04/2015	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	1,488.41
					Sales Tax Payable Total:	1,488.41
0	08/05/2015	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	2,093.46
					State Income Tax Total:	2,093.46
0	08/18/2015	Recreation Fund	Training	Subway-CC	No Receipt-D. Cash	10.71
					Training Total:	10.71
0	08/06/2015	Recreation Fund	Transportation	Allison Cordes	Mileage Reimbursement	142.60
0	08/06/2015	Recreation Fund	Transportation	Marcelline Gangl	Mileage Reimbursement	20.70
0	08/06/2015	Recreation Fund	Transportation	Marcelline Gangl	Mileage Reimbursement	94.30
0	08/06/2015	Recreation Fund	Transportation	Rick Schultz	Mileage Reimbursement	292.10
78673	08/13/2015	Recreation Fund	Transportation	St. Anthony-New Brighton Comm.	Adult Trip to Saints Game	191.25
					Transportation Total:	740.95
78573	08/06/2015	Recreation Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2015 IOUE Unio	100.50
					Union Dues Deduction Total:	100.50
78623	08/13/2015	Recreation Fund	Utilities	Comcast	High Speed Internet, Cable TV	1,665.40
78551	08/06/2015	Recreation Fund	Utilities	Comcast	High Speed Internet, Cable TV	476.08
78551	08/06/2015	Recreation Fund	Utilities	Comcast	High Speed Internet, Cable TV	489.73
0	08/13/2015	Recreation Fund	Utilities	Xcel Energy	Autumn Grove Park	25.00
0	08/06/2015	Recreation Fund	Utilities	Xcel Energy	Autumn Grove Park	173.45
0	08/06/2015	Recreation Fund	Utilities	Xcel Energy	Sand Castle Park	116.24
0	08/06/2015	Recreation Fund	Utilities	Xcel Energy	Rosebrook Park	25.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Utilities Total:		2,970.90
				Fund Total:		68,653.29
78585	08/06/2015	Recreation Improvements	Bleacher Pads	Playgrounds Etc. LLC	Goalsetter	805.00
0	08/13/2015	Recreation Improvements	Bleacher Pads	St. Croix Recreation Funplaygrounc	Group Grill w/Shelf, Surface Mount	2,072.00
				Bleacher Pads Total:		2,877.00
				Fund Total:		2,877.00
78625	08/13/2015	Risk Management	Memberships & Subscriptions	Damarco Solutions, LLC	Hazard Communication/Right to Kno	750.00
				Memberships & Subscriptions Total:		750.00
78640	08/13/2015	Risk Management	Professional Services	Integrated Loss Control, Inc	Safety Services-Sept. 1, 2015-Aug. 31	6,888.00
				Professional Services Total:		6,888.00
				Fund Total:		7,638.00
0	08/05/2015	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	1,479.80
				Federal Income Tax Total:		1,479.80
0	08/05/2015	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	909.48
0	08/05/2015	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	212.71
				FICA Employee Ded. Total:		1,122.19
0	08/05/2015	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	909.48
0	08/05/2015	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	212.71
				FICA Employers Share Total:		1,122.19
78566	08/06/2015	Sanitary Sewer	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplc	344.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				HRA Employer Total:		344.49
78587	08/06/2015	Sanitary Sewer	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Empl	47.11
				HSA Employee Total:		47.11
78587	08/06/2015	Sanitary Sewer	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	119.07
				HSA Employer Total:		119.07
0	08/06/2015	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.08.2015 ICMA Defe	34.99
				ICMA Def Comp Total:		34.99
0	08/06/2015	Sanitary Sewer	Memberships & Subscriptions	Michael Ross	Boots	154.99
				Memberships & Subscriptions Total:		154.99
0	08/13/2015	Sanitary Sewer	Minor Equipment	Metropolitan Council	Waste Water Services	216,917.83
				Minor Equipment Total:		216,917.83
0	08/04/2015	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	120.92
0	08/05/2015	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	124.69
				MN State Retirement Total:		245.61
0	08/04/2015	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	67.50
0	08/05/2015	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	86.23
				MNDCP Def Comp Total:		153.73
0	08/06/2015	Sanitary Sewer	Operating Supplies	ESS Brothers & Sons, Inc.	Adjustable Rings, Super Glue	2,365.00
0	08/18/2015	Sanitary Sewer	Operating Supplies	Micro Center-CC	Cyberpower LCD	321.81
0	08/07/2015	Sanitary Sewer	Operating Supplies	Micro Center-CC	Supplies	96.54
0	08/07/2015	Sanitary Sewer	Operating Supplies	Office Depot- CC	Operating Supplies	34.27
0	08/18/2015	Sanitary Sewer	Operating Supplies	Suburban Ace Hardware-CC	Fasteners	2.76
0	08/07/2015	Sanitary Sewer	Operating Supplies	Suburban Ace Hardware-CC	Padlock	14.99

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Operating Supplies Total:	2,835.37
0	08/05/2015	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	810.41
					PERA Employee Ded Total:	810.41
0	08/05/2015	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	124.69
0	08/05/2015	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	810.41
					PERA Employer Share Total:	935.10
0	08/13/2015	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	300.80
					Professional Services Total:	300.80
0	08/05/2015	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	613.19
					State Income Tax Total:	613.19
0	08/07/2015	Sanitary Sewer	Telephone	Sprint- CC	Monthly Sprint Service	50.67
					Telephone Total:	50.67
0	08/07/2015	Sanitary Sewer	Training	MacQueen Equip-CC	Training Day Admission	50.00
0	08/18/2015	Sanitary Sewer	Training	Mn Pollution Control-CC	No Receipt-M. Ross	23.00
					Training Total:	73.00
78573	08/06/2015	Sanitary Sewer	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2015 IOUE Unio	115.58
					Union Dues Deduction Total:	115.58
0	08/06/2015	Sanitary Sewer	Vehicles & Equipment	MacQueen Equipment	2015 Vactor 2100 Combination Sewe	377,895.73
0	08/06/2015	Sanitary Sewer	Vehicles & Equipment	MacQueen Equipment	Trade in 2005 Vactor Sewer Cleaner	-95,000.00
					Vehicles & Equipment Total:	282,895.73

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Fund Total:		510,371.85
0	08/05/2015	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	103.04
				Federal Income Tax Total:		103.04
0	08/05/2015	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	56.59
0	08/05/2015	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	13.23
				FICA Employee Ded. Total:		69.82
0	08/05/2015	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	56.59
0	08/05/2015	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	13.23
				FICA Employers Share Total:		69.82
0	08/04/2015	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	8.54
0	08/05/2015	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	8.54
				MN State Retirement Total:		17.08
0	08/18/2015	Solid Waste Recycle	Operating Supplies	World Centric-CC	Compostable Products for Taste of Rc	608.20
				Operating Supplies Total:		608.20
0	08/05/2015	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	55.49
				PERA Employee Ded Total:		55.49
0	08/05/2015	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	8.54
0	08/05/2015	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	55.49
				PERA Employer Share Total:		64.03
0	08/13/2015	Solid Waste Recycle	Professional Services	Eureka Recycling	Curbside Recycling	34,955.42
				Professional Services Total:		34,955.42
0	08/05/2015	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	46.25

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					State Income Tax Total:	46.25
					Fund Total:	35,989.15
78656	08/13/2015	Storm Drainage	15-02 Victoria Street Recon	North Valley, Inc.	Sewer Service	78,781.61
					15-02 Victoria Street Recon Total:	78,781.61
0	08/13/2015	Storm Drainage	Contract Maintenance	ESS Brothers & Sons, Inc.	Storm Sewer Lining	35,540.00
78593	08/06/2015	Storm Drainage	Contract Maintenance	Rick Johnson's Deer & Beaver Inc.	Two Deer Calls	230.00
					Contract Maintenance Total:	35,770.00
0	08/05/2015	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	1,123.97
					Federal Income Tax Total:	1,123.97
0	08/05/2015	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	175.58
0	08/05/2015	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	750.74
					FICA Employee Ded. Total:	926.32
0	08/05/2015	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	750.74
0	08/05/2015	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	175.58
					FICA Employers Share Total:	926.32
78587	08/06/2015	Storm Drainage	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	153.34
					HSA Employer Total:	153.34
0	08/04/2015	Storm Drainage	Land Purchases	Land Title, Inc-Non Bank	Property Purchase along Victoria St. I	96,143.47
					Land Purchases Total:	96,143.47
0	08/04/2015	Storm Drainage	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	109.37
0	08/05/2015	Storm Drainage	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	110.03

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					MN State Retirement Total:	219.40
0	08/04/2015	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	10.00
0	08/05/2015	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	10.00
					MNDCP Def Comp Total:	20.00
78624	08/13/2015	Storm Drainage	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	287.93
0	08/07/2015	Storm Drainage	Operating Supplies	Harbor Freight Tools-CC	Nitrile Gloves	56.80
0	08/07/2015	Storm Drainage	Operating Supplies	Suburban Ace Hardware-CC	Supplies	156.06
0	08/07/2015	Storm Drainage	Operating Supplies	Suburban Ace Hardware-CC	Chop Saw Low Compression	30.00
0	08/06/2015	Storm Drainage	Operating Supplies	T. A. Schifsky & Sons, Inc.	Modified Asphalt	339.72
					Operating Supplies Total:	870.51
0	08/05/2015	Storm Drainage	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	715.18
					PERA Employee Ded Total:	715.18
0	08/05/2015	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	110.03
0	08/05/2015	Storm Drainage	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	715.18
					PERA Employer Share Total:	825.21
0	08/13/2015	Storm Drainage	Professional Services	Gopher State One Call	FTP Tickets	300.35
78600	08/06/2015	Storm Drainage	Professional Services	Sheila Stowell	PWET Meeting Minutes	75.00
78600	08/06/2015	Storm Drainage	Professional Services	Sheila Stowell	Mileage Reimbursement	5.00
					Professional Services Total:	380.35
0	08/04/2015	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	38.43
					Sales Tax Payable Total:	38.43
0	08/05/2015	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	493.05
					State Income Tax Total:	493.05
78573	08/06/2015	Storm Drainage	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2015 IOUE Unio	134.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Union Dues Deduction Total:	134.00
0	08/06/2015	Storm Drainage	Utilities	Xcel Energy	Arona Lift Station	32.17
					Utilities Total:	32.17
					Fund Total:	217,553.33
0	08/13/2015	Street Construction	15-02 Victoria Street Recon	American Engineering Testing, Inc.	Project Testing Service-Victoria Stree	2,480.45
78656	08/13/2015	Street Construction	15-02 Victoria Street Recon	North Valley, Inc.	Sewer Service	347,921.45
					15-02 Victoria Street Recon Total:	350,401.90
0	08/13/2015	Street Construction	Contractor Payments	American Engineering Testing, Inc.	Project Testing Service	207.50
					Contractor Payments Total:	207.50
					Fund Total:	350,609.40
0	08/18/2015	Telecommunications	Conferences	MAGC-CC	Video Workshop	10.00
					Conferences Total:	10.00
0	08/05/2015	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inco	495.10
					Federal Income Tax Total:	495.10
0	08/05/2015	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	96.72
0	08/05/2015	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	413.55
					FICA Employee Ded. Total:	510.27
0	08/05/2015	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	413.55
0	08/05/2015	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare Ei	96.72
					FICA Employers Share Total:	510.27

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
78566	08/06/2015	Telecommunications	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplc	161.50
					HRA Employer Total:	161.50
78587	08/06/2015	Telecommunications	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Empl	9.14
					HSA Employee Total:	9.14
78587	08/06/2015	Telecommunications	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	50.00
					HSA Employer Total:	50.00
0	08/04/2015	Telecommunications	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	66.90
0	08/05/2015	Telecommunications	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	66.99
					MN State Retirement Total:	133.89
0	08/04/2015	Telecommunications	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	358.76
0	08/05/2015	Telecommunications	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	358.76
					MNDCP Def Comp Total:	717.52
78634	08/13/2015	Telecommunications	Operating Supplies	Gary Grefenberg	Supplies Reimbursement	85.47
78649	08/13/2015	Telecommunications	Operating Supplies	Michelle Manke	Supplies Reimbursement	63.63
78652	08/13/2015	Telecommunications	Operating Supplies	Jonathan Miller	Supplies Reimbursement	57.75
78684	08/13/2015	Telecommunications	Operating Supplies	Tee Squared Screenprinting & Desi	Community Engagement Rose Parade	70.00
					Operating Supplies Total:	276.85
0	08/05/2015	Telecommunications	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	435.46
					PERA Employee Ded Total:	435.46
0	08/05/2015	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	435.46
0	08/05/2015	Telecommunications	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	66.99
					PERA Employer Share Total:	502.45
78586	08/06/2015	Telecommunications	Postage	Postmaster	Newsletter Postage-Acct: 2437	3,300.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				Postage Total:		3,300.00
0	08/05/2015	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	226.18
				State Income Tax Total:		226.18
0	08/06/2015	Telecommunications	Transportation	Garry Bowman	Mileage Reimbursement	34.50
				Transportation Total:		34.50
				Fund Total:		7,373.13
78656	08/13/2015	Water Fund	15-02 Victoria Street Recon	North Valley, Inc.	Sewer Service	608.87
				15-02 Victoria Street Recon Total:		608.87
78616	08/13/2015	Water Fund	Accounts Payable	ALAN BELLANGER	Refund Check	75.03
78617	08/13/2015	Water Fund	Accounts Payable	TARA BEUTELSPACHER	Refund Check	175.00
78522	08/04/2015	Water Fund	Accounts Payable	JAMES BREGI	Refund Check	39.43
78618	08/13/2015	Water Fund	Accounts Payable	AMY CARNEY	Refund Check	117.77
78523	08/04/2015	Water Fund	Accounts Payable	CHASE PROPERTIES	Refund Check	63.00
78558	08/06/2015	Water Fund	Accounts Payable	MICHAEL FERRIS	Refund Check	28.45
78631	08/13/2015	Water Fund	Accounts Payable	TOM & JESSICA FLINT	Refund Check	131.47
78525	08/04/2015	Water Fund	Accounts Payable	AJAY GUPTA	Refund Check	74.21
78635	08/13/2015	Water Fund	Accounts Payable	KENNETH HARTMAN	Refund Check	4.57
78637	08/13/2015	Water Fund	Accounts Payable	RACHEL HILMAS	Refund Check	76.15
78529	08/04/2015	Water Fund	Accounts Payable	TANYA HUNTER	Refund Check	129.79
78568	08/06/2015	Water Fund	Accounts Payable	KRISTN IVERSON	Refund Check	73.41
78530	08/04/2015	Water Fund	Accounts Payable	BHARATHI JAGADEESAN	Refund Check	16.76
78646	08/13/2015	Water Fund	Accounts Payable	JAMES KRUEGER	Refund Check	11.63
78532	08/04/2015	Water Fund	Accounts Payable	JEREMY LITTLEFIELD	Refund Check	98.37
78653	08/13/2015	Water Fund	Accounts Payable	LORI MILLER	Refund Check	56.07
78533	08/04/2015	Water Fund	Accounts Payable	JEHWAN OH	Refund Check	87.82
78668	08/13/2015	Water Fund	Accounts Payable	DEAN SCHMIDT	Refund Check	147.62
78534	08/04/2015	Water Fund	Accounts Payable	BEATRIZ SERRATO	Refund Check	45.28
78670	08/13/2015	Water Fund	Accounts Payable	MATTHEW SHEA	Refund Check	217.00
78671	08/13/2015	Water Fund	Accounts Payable	PAUL SIMON	Refund Check	75.00
78680	08/13/2015	Water Fund	Accounts Payable	JEFF STUTZMEN	Refund Check	129.83
78683	08/13/2015	Water Fund	Accounts Payable	NAOMI TAYLOR	Refund Check	7.93
78685	08/13/2015	Water Fund	Accounts Payable	ALYSSA TEMTE	Refund Check	89.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
78690	08/13/2015	Water Fund	Accounts Payable	CRAIG & AMY TWOMBLY	Refund Check	85.58
78538	08/04/2015	Water Fund	Accounts Payable	PATRICK VAIL	Refund Check	289.58
78539	08/04/2015	Water Fund	Accounts Payable	MARK & ANNE VAUGHAN	Refund Check	25.85
					Accounts Payable Total:	2,372.00
0	08/05/2015	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Federal Inc	1,688.74
					Federal Income Tax Total:	1,688.74
0	08/05/2015	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	1,030.09
0	08/05/2015	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	240.89
					FICA Employee Ded. Total:	1,270.98
0	08/05/2015	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 FICA Empl	1,030.09
0	08/05/2015	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	PR Batch 00001.08.2015 Medicare E	240.89
					FICA Employers Share Total:	1,270.98
78566	08/06/2015	Water Fund	HRA Employer	ING ReliaStar	PR Batch 00001.08.2015 HRA Emplo	240.51
					HRA Employer Total:	240.51
78587	08/06/2015	Water Fund	HSA Employee	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	74.52
					HSA Employee Total:	74.52
78587	08/06/2015	Water Fund	HSA Employer	Premier Bank	PR Batch 00001.08.2015 HSA Emplo	370.09
					HSA Employer Total:	370.09
0	08/06/2015	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-30022	PR Batch 00001.08.2015 ICMA Defe	65.01
					ICMA Def Comp Total:	65.01
0	08/04/2015	Water Fund	MN State Retirement	MSRS-Non Bank	Payroll Deduction for 7/7 Payroll	154.97
0	08/05/2015	Water Fund	MN State Retirement	MSRS-Non Bank	PR Batch 00001.08.2015 Post Emplo	154.68
					MN State Retirement Total:	309.65

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/04/2015	Water Fund	MNDCP Def Comp	Great West- Non Bank	Payroll Deduction for MNDCP (ING)	113.75
0	08/05/2015	Water Fund	MNDCP Def Comp	Great West- Non Bank	PR Batch 00001.08.2015 MNDCP De	113.77
					MNDCP Def Comp Total:	227.52
78624	08/13/2015	Water Fund	Operating Supplies	Commercial Asphalt Co	Asphalt Patching Material, Per State I	155.55
0	08/06/2015	Water Fund	Operating Supplies	Ferguson Waterworks #2516	Meter Supplies	423.95
0	08/07/2015	Water Fund	Operating Supplies	Home Depot- CC	Supplies	96.67
0	08/06/2015	Water Fund	Operating Supplies	Kath Fuel Oil Service, Inc.	Fuel	455.18
0	08/18/2015	Water Fund	Operating Supplies	Menards-CC	Tape, Seeds	149.84
0	08/18/2015	Water Fund	Operating Supplies	Suburban Ace Hardware-CC	Nozzles	19.26
0	08/18/2015	Water Fund	Operating Supplies	Suburban Ace Hardware-CC	Bulbs	18.20
0	08/07/2015	Water Fund	Operating Supplies	USA Blue Book-CC	Dispenser	57.40
					Operating Supplies Total:	1,376.05
0	08/05/2015	Water Fund	PERA Employee Ded	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	1,005.59
					PERA Employee Ded Total:	1,005.59
0	08/05/2015	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera additio	154.68
0	08/05/2015	Water Fund	PERA Employer Share	PERA-Non Bank	PR Batch 00001.08.2015 Pera Emplo	1,005.59
					PERA Employer Share Total:	1,160.27
0	08/13/2015	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	300.80
78669	08/13/2015	Water Fund	Professional Services	Servocal Instruments, Inc.	Flow Meter Calibration	250.00
78689	08/13/2015	Water Fund	Professional Services	Twin City Water Clinic, Inc.	Coliform Bacteria-July Samples	480.00
					Professional Services Total:	1,030.80
78677	08/13/2015	Water Fund	St. Paul Water	St. Paul Regional Water Services	Water	464,244.40
					St. Paul Water Total:	464,244.40
0	08/05/2015	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	PR Batch 00001.08.2015 State Incom	687.38
					State Income Tax Total:	687.38
0	08/04/2015	Water Fund	State Sales Tax Payable	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	7,337.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
				State Sales Tax Payable Total:		7,337.80
0	08/18/2015	Water Fund	Telephone	Vesta AT&T-CC	Cell Phone Minutes	54.43
				Telephone Total:		54.43
0	08/07/2015	Water Fund	Training	MacQueen Equip-CC	Training Day Admission	50.00
				Training Total:		50.00
78573	08/06/2015	Water Fund	Union Dues Deduction	Local Union 49	PR Batch 00001.08.2015 IOUE Unio	185.92
				Union Dues Deduction Total:		185.92
0	08/06/2015	Water Fund	Utilities	Xcel Energy	Repeater Station/Meter Reading	16.60
				Utilities Total:		16.60
0	08/04/2015	Water Fund	Water - Roseville	MN Dept of Revenue-Non Bank	Sales/Use TaxJuly 2015	48.18
				Water - Roseville Total:		48.18
0	08/13/2015	Water Fund	Water Meters	Ferguson Waterworks #2516	Water Meter Supplies	89.09
0	08/13/2015	Water Fund	Water Meters	Ferguson Waterworks #2516	Water Meter Supplies	545.53
0	08/07/2015	Water Fund	Water Meters	Menards-CC	Brass Ball Valve	58.81
				Water Meters Total:		693.43
				Fund Total:		486,389.72
0	08/04/2015	Workers Compensation	Code Enforcement Claims	SFM-Non Bank	July Work Comp Claims	1,675.00
				Code Enforcement Claims Total:		1,675.00
0	08/13/2015	Workers Compensation	Fire Department Claims	SFM	Work Comp. Administration	527.50
0	08/04/2015	Workers Compensation	Fire Department Claims	SFM-Non Bank	July Work Comp Claims	4,902.49

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Fire Department Claims Total:	5,429.99
0	08/04/2015	Workers Compensation	Parks & Recreation Claims	SFM-Non Bank	July Work Comp Claims	238.77
					Parks & Recreation Claims Total:	238.77
0	08/13/2015	Workers Compensation	Police Patrol Claims	SFM	Work Comp. Administration	1,228.00
0	08/04/2015	Workers Compensation	Police Patrol Claims	SFM-Non Bank	July Work Comp Claims	1,531.49
					Police Patrol Claims Total:	2,759.49
0	08/13/2015	Workers Compensation	Professional Services	SFM	Work Comp. Administration	120.00
					Professional Services Total:	120.00
0	08/04/2015	Workers Compensation	Water Department Claims	SFM-Non Bank	July Work Comp Claims	1,512.94
					Water Department Claims Total:	1,512.94
					Fund Total:	11,736.19
					Report Total:	2,584,268.04

REQUEST FOR COUNCIL ACTION

Date: 08/24/2015
Item No.: 8.b

Department Approval

City Manager Approval

Item Description: Approve 2015 Business and Other Licenses

BACKGROUND

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

Massage Therapist License

Samantha Barth
Massage Xcape
1767 Lexington Ave N
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. Staff recommends approval of the license(s) pending successful background checks.

REQUESTED COUNCIL ACTION

Motion to approve the business and other license application(s) pending successful background checks.

Prepared by: Chris Miller, Finance Director
Attachments: A: Applications

ROSEVILLE

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

Massage Therapist License

☑ New License ☐ Renewal For the License Year Ending June 30, 2015

1. Full Legal Name (Please Print) Barth (Last) Samantha (First) Jencina (Middle)
2. Home Address _____ (Street) (City) (State) (Zip)
3. Telephone _____ ☑ Cell ☐ Home ☐ Work
4. Date of Birth (mm/dd/yyyy) _____
5. Email Address _____
6. Driver's License Number _____ State of Issuance MN
7. Ethnicity:
8. Sex:
9. 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 full name along with dates and places where used.
   _____
10. **Name** and **address** of the licensed Massage Therapy Establishment at which you expect to be employed:
    Massage Xcape - 1767 Lexington Ave N
11. Have you held any previous massage therapist licenses? If yes, in which city were you licensed?
    ☑ Yes Roseville (7-8 years ago) ☐ No
12. If you answered Yes to number 11 above, were any previous massage therapist licenses revoked, suspended or not renewed? **If yes, explain in detail on the back of this page.**
    ☑ Yes ☐ No ☐ N/A NOT renewed, stopped working in roseville

The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data, with the exception of driver's license numbers, will constitute public record if and when the license is granted. Our intended use of the information is to perform the background check procedures required prior to license issuance. If you refuse to supply the information, the license application may not be processed.

By signing below you certify that the above information is correct and authorize the City of Roseville Police Department to run your information for the required background checks. (**Note**: Background checks may take up to 30 days to complete.)

Signature _____ Date 8/5/15

Please print this form and mail or hand-deliver along with a certified copy of a diploma or certificate of graduation from a school of massage therapy including proof of a minimum of 600 hours in successfully completed course work as described in Roseville Ordinance 116, Massage Therapy Establishments.

License Fee is $100.00 (prorated quarterly)
Make checks payable to: City of Roseville

REQUEST FOR COUNCIL ACTION

Date: 08/24/15
Item No.: 8.c

Department Approval

City Manager Approval

Item Description: Certify Unpaid Utility and Other Charges to the Property Tax Rolls

BACKGROUND

As authorized by City Code, Sections 506, 801, 802, and 906, the City annually certifies to the County Auditor any unpaid false alarm, water, sewer, and other charges that are in excess of 90 days past due, for collection on the following year's property taxes. Affected property owners are provided a hearing to dispute any charges against their property.

Beginning in 2010, the City Council began approving certifications for delinquent utilities on a quarterly basis. This ensures that any unpaid utilities are brought to the attention of new property owners in a more timely fashion. It will also allow the City to record a lien against the property in the event that a property goes into foreclosure and/or is being prepared for sale for other reasons.

Attached is the current list of delinquent charges. Payments (along with accrued interest) received in the Finance Office prior to September 4th 2015 will be accepted and not levied on the 2016 property taxes.

POLICY OBJECTIVE

Certifying delinquent charges are required under City Code.

FINANCIAL IMPACTS

Not applicable.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution levying unpaid utility and other charges for collection on the property taxes.

REQUESTED COUNCIL ACTION

Motion adopting the resolution approving the certification of unpaid utility and other charges to the County Auditor for collection on the property taxes.

Prepared by: Jason Schirmacher, Assistant Finance Director
Attachments: A: Resolution approving the certification of unpaid utility and other charges to Ramsey County
B: List of Delinquent Accounts - also noted as Schedule A on the Resolution

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 24th day of August, 2015 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 _____

RESOLUTION DIRECTING THE COUNTY AUDITOR TO LEVY UNPAID WATER, SEWER AND OTHER CITY CHARGES FOR PAYABLE 2015 or BEYOND

WHEREAS, the City Code of the City of Roseville, Sections 506, 801, 802, and 906 provides that the City may certify to the County Auditor the amounts of unpaid sewer, water, and other charges to be entered as part of the tax levy on said premises:

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

1. Exhibit "A" attached hereto and made a part thereof by reference is a list of parcels of real property lying within the City limits which are served by the City of Roseville, and on which there are unpaid city water, sewer, and other charges as shown on the attached Schedule A.

2. The Council hereby certifies said list and requests the Ramsey County Auditor to include in the real estate taxes due the amount set forth in Schedule A.

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.

State of Minnesota)
) SS
County of Ramsey)

I, 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 August , 2015 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of August, 2015.

_____

Patrick Trudgeon
City Manager

Seal

Schedule A

More than 90 days past due as of 3/31/2015

Delinquent Accounts 3rd Qtr 2015 for 2016 Tax Year

City of Roseville, MN 8/24/2015

PIN #	SERVICE ADDRESS	$ AMOUNT TO COLLECTIONS	COLLECTIONS + $2.00 FEE
022923320039	2779 AGLEN ST	$ 171.03	$ 173.03
142923440027	1755 ALAMEDA ST	$ 179.18	$ 181.18
092923110027	2550 ALDINE ST	$ 124.62	$ 126.62
032923240061	2903 ALBERT ST	$ 173.10	$ 175.10
142923410072	1844 ALTA VISTA DR	$ 121.10	$ 123.10
032923230045	2936 ARONA ST	$ 204.19	$ 206.19
032923220038	3014 ARONA ST	$ 241.99	$ 243.99
152923230037	1970 ASBURY ST	$ 227.95	$ 229.95
152923230007	1994 ASBURY ST	$ 143.10	$ 145.10
152923230003	2026 ASBURY ST	$ 3.00	$ 5.00
032923230071	2938 ASBURY ST	$ 153.82	$ 155.82
022923120044	3105 AVON ST	$ 49.39	$ 51.39
092923120042	2552 BEACON ST	$ 120.23	$ 122.23
142923110033	650 BELMONT LN	$ 154.54	$ 156.54
122923240014	404 BROOKS AVE	$ 152.01	$ 154.01
112923240010	949 BROOKS AVE	$ 127.61	$ 129.61
102923240009	1401 BROOKS AVE	$ 221.81	$ 223.81
022923120037	835 BRENNER AVE	$ 148.80	$ 150.80
132923120016	311 BURKE AVE	$ 202.94	$ 204.94
152923210038	1398 BURKE AVE	$ 55.51	$ 57.51
142923320010	1849 CHATSWORTH ST	$ 158.72	$ 160.72
092923110036	2591 CHARLOTTE ST	$ 120.23	$ 122.23
112923230021	2465 CHURCHILL ST	$ 172.36	$ 174.36
022923330032	2744 CHURCHILL ST	$ 8.11	$ 10.11
022923330036	2749 CHURCHILL ST	$ 141.45	$ 143.45
022923320091	2821 CHURCHILL ST	$ 143.02	$ 145.02
022923320080	2846 CHURCHILL ST	$ 134.87	$ 136.87
082923440028	2255 CLEVELAND AVE	$ 214.32	$ 216.32
042923220012	3080 CLEVELAND AVE	$ 170.61	$ 172.61
122923440025	247 W CO RD B	$ 167.08	$ 169.08
132923120084	320 W CO RD B	$ 332.41	$ 334.41
142923210075	964 W CO RD B	$ 183.72	$ 185.72
152923210004	1378 W CO RD B	$ 180.94	$ 182.94
082923430043	2215 W CO RD B	$ 17.42	$ 19.42
122923310085	492 W CO RD B2	$ 121.10	$ 123.10
122923230024	599 W CO RD B2	$ 194.36	$ 196.36
112923140033	701 W CO RD B2	$ 162.83	$ 164.83
112923130032	825 W CO RD B2	$ 162.16	$ 164.16
122923120009	364 CO RD C	$ 119.93	$ 121.93
122923210031	422 CO RD C	$ 144.46	$ 146.46
012923340156	445 CO RD C	$ 188.10	$ 190.10
112923110121	626 CO RD C	$ 144.21	$ 146.21
012923130047	349 CO RD C2	$ 184.60	$ 186.60
022923240056	885 CO RD C2	$ 128.43	$ 130.43

Schedule A

More than 90 days past due as of 3/31/2015

Delinquent Accounts 3rd Qtr 2015 for 2016 Tax Year

City of Roseville, MN 8/24/2015

022923240061	937 CO RD C2	$	168.46	$	170.46
032923230038	1501 W CO RD C2	$	136.93	$	138.93
122923240075	2415 COHANSEY ST	$	182.20	$	184.20
132923240005	2006 COHANSEY BLVD	$	145.08	$	147.08
122923430024	289 CAPITOL VIEW ST	$	219.37	$	221.37
042923420005	1785 CENTENNIAL DR	$	137.02	$	139.02
112923140059	2415 DALE ST	$	166.29	$	168.29
032923420062	2835 DELLWOOD ST	$	211.48	$	213.48
132923430029	284 DIONNE AVE	$	226.43	$	228.43
172923140044	2145 DRAPER AVE	$	260.65	$	262.65
162923240068	1841 DRAPER DR	$	394.25	$	396.25
102923110019	2561 DUNLAP ST	$	183.36	$	185.36
132923210017	457 ELDRIDGE AVE	$	167.08	$	169.08
142923110077	659 ELDRIDGE AVE	$	179.62	$	181.62
152923210065	1368 ELDRIDGE AVE	$	216.35	$	218.35
132923140007	249 ELMER ST	$	310.96	$	312.96
082923340043	2224 EUSTIS ST	$	120.23	$	122.23
042923220100	3099 EVELYN ST	$	234.16	$	236.16
092923330256	2246 FERRIS LN	$	11.69	$	13.69
012923420075	2795 FARRINGTON ST	$	119.56	$	121.56
012923420070	2833 FARRINGTON ST	$	142.56	$	144.56
012923120030	3071 FARRINGTON CT	$	219.57	$	221.57
152923430032	1695 FERNWOOD AVE	$	151.18	$	153.18
162923110013	2064 FRY ST	$	76.70	$	78.70
112923120040	2545 FISK ST	$	162.29	$	164.29
092923120020	2586 FAIRVIEW AVE	$	158.02	$	160.02
042923310023	2785 FAIRVIEW AVE	$	1,394.18	$	1,396.18
042923240044	2903 FAIRVIEW AVE	$	198.24	$	200.24
172923210008	2096 FAIRWAYS LN	$	197.15	$	199.15
132923310089	491 GLENWOOD AVE	$	379.27	$	381.27
152923440040	1200 GARDEN AVE	$	142.66	$	144.66
032923410046	2761 GRIGGS ST	$	183.54	$	185.54
032923410011	2806 GRIGGS ST	$	207.27	$	209.27
152923130042	1986 HAMLINE AVE	$	51.44	$	53.44
102923210062	2589 HAMLINE AVE STE A	$	130.57	$	132.57
032923430046	2660 HAMLINE AVE	$	165.15	$	167.15
032923430042	2754 HAMLINE AVE	$	143.05	$	145.05
132923120064	2059 HAND AVE	$	137.89	$	139.89
012923240122	2969 HIGHCOURTE	$	108.47	$	110.47
022923410019	715 HEINEL DR	$	76.44	$	78.44
022923410023	734 HEINEL DR	$	88.46	$	90.46
092923120078	2598 HERSCHEL ST	$	162.22	$	164.22
012923320032	2830 HILLSCOURTE SOUTH	$	175.00	$	177.00
132923310098	462 HILLTOP AVE	$	125.28	$	127.28
132923320007	511 HILLTOP AVE	$	179.18	$	181.18
032923430035	2723 HURON ST	$	180.78	$	182.78

Schedule A

More than 90 days past due as of 3/31/2015

Delinquent Accounts 3rd Qtr 2015 for 2016 Tax Year

City of Roseville, MN 8/24/2015

032923420067	2866 HURON ST	$	212.31	$	214.31
152923420057	1890 HURON AVE	$	121.10	$	123.10
122923330003	590 HWY 36	$	189.30	$	191.30
112923340007	936 HWY 36	$	286.81	$	288.81
012923330003	528 IONA LN	$	184.94	$	186.94
022923440081	648 IONA LN	$	351.82	$	353.82
032923140011	1170 JOSEPHINE RD	$	158.52	$	160.52
032923120009	1265 JOSEPHINE RD	$	27.74	$	29.74
032923310022	1423 JUDITH AVE	$	186.96	$	188.96
012923330025	2757 KENT ST	$	151.10	$	153.10
142923220065	2062 LEXINGTON AVE	$	171.26	$	173.26
022923330050	2666 LEXINGTON AVE	$	108.55	$	110.55
022923330004	2729 LAKEVIEW AVE	$	15.64	$	17.64
122923310037	464 LOVELL AVE	$	179.62	$	181.62
122923310016	465 LOVELL AVE	$	73.33	$	75.33
012923430045	2665 MATILDA ST	$	143.08	$	145.08
132923440005	182 MCCARRONS BLVD	$	215.04	$	217.04
132923310030	493 S MCCARRONS BLVD	$	192.16	$	194.16
132923140040	250 N MCCARRONS BLVD	$	155.45	$	157.45
132923130016	269 MCCARRONS BLVD	$	206.68	$	208.68
162923140078	19 MID OAKS RD	$	219.12	$	221.12
012923330462	2650 MACKUBIN ST	$	262.55	$	264.55
012923330445	2684 MACKUBIN ST	$	102.63	$	104.63
022923130030	822 MILLWOOD AVE	$	217.99	$	219.99
042923140060	1650 MILLWOOD AVE	$	177.24	$	179.24
042923130040	1771 MILLWOOD AVE	$	166.42	$	168.42
122923440007	204 MINNESOTA AVE	$	167.08	$	169.08
122923440009	226 MINNESOTA AVE	$	255.52	$	257.52
122923310048	405 MINNESOTA AVE	$	125.28	$	127.28
012923140081	208 MAPLE LN	$	165.69	$	167.69
012923140082	216 MAPLE LN	$	158.65	$	160.65
122923140033	2486 MARION ST	$	187.84	$	189.84
012923410042	2795 MARION ST	$	162.83	$	164.83
112923340054	2207 NANCY PL	$	187.98	$	189.98
112923310031	2360 NANCY PL	$	184.02	$	186.02
102923110012	1149 OAKCREST AVE	$	152.88	$	154.88
102923110039	1190 OAKCREST AVE	$	142.97	$	144.97
102923120033	1268 OAKCREST AVE	$	143.05	$	145.05
012923320025	531 OWASSO HILLS DR	$	144.08	$	146.08
052923230072	2896 OLD HWY 8	$	31.91	$	33.91
052923210073	3006 OLD HWY 8	$	227.23	$	229.23
012923120009	353 OWASSO BLVD	$	198.91	$	200.91
012923240132	472 OWASSO BLVD	$	188.10	$	190.10
012923230034	609 OWASSO BLVD	$	157.92	$	159.92
032923240066	2904 PASCAL ST	$	128.63	$	130.63
032923340047	1434 RAMBLER RD	$	161.42	$	163.42

Schedule A

More than 90 days past due as of 3/31/2015

Delinquent Accounts 3rd Qtr 2015 for 2016 Tax Year

City of Roseville, MN 8/24/2015

152923430027	1272 ROMA AVE	$	175.44	$	177.44
102923110046	1221 ROSE PL	$	167.16	$	169.16
102923110047	1223 ROSE PL	$	187.75	$	189.75
132923230058	577 ROSELAWN AVE	$	146.18	$	148.18
152923410005	1140 ROSELAWN AVE	$	137.82	$	139.82
162923130078	1745 ROSELAWN AVE	$	170.61	$	172.61
132923230034	554 RYAN AVE	$	200.52	$	202.52
132923230055	578 RYAN AVE	$	183.80	$	185.80
142923230037	1018 RYAN AVE	$	162.90	$	164.90
152923140069	1150 RYAN AVE	$	118.06	$	120.06
162923130058	1742 RYAN AVE	$	20.81	$	22.81
102923140051	1150 SEXTANT AVE	$	180.36	$	182.36
132923230077	558 SHRYER AVE	$	135.29	$	137.29
142923230024	1004 SHRYER AVE	$	10.25	$	12.25
152923130026	1317 SHRYER AVE	$	134.30	$	136.30
102923440099	1125 SANDHURST DR W	$	121.10	$	123.10
102923220012	2570 SNELLING CV	$	108.49	$	110.49
122923310046	2306 SOUTHHILL DR	$	167.01	$	169.01
032923230017	2936 SIMPSON ST	$	208.40	$	210.40
032923230028	2951 SIMPSON ST	$	194.29	$	196.29
032923230001	2999 SIMPSON ST	$	15.48	$	17.48
032923210106	3019 SIMPSON ST	$	186.98	$	188.98
102923440024	1128 SHERREN ST	$	148.16	$	150.16
042923130007	1755 STANBRIDGE AVE	$	101.42	$	103.42
082923340019	2266 ST CROIX ST	$	141.22	$	143.22
032923340076	1427 TALISMAN CV	$	142.55	$	144.55
032923340074	1437 TALISMAN CV	$	124.50	$	126.50
162923240094	1958 TATUM ST	$	26.95	$	28.95
012923310040	388 TERRACE DR	$	227.01	$	229.01
012923310042	406 TERRACE DR	$	132.58	$	134.58
012923310053	494 TERRACE DR	$	165.91	$	167.91
012923310051	476 TERRACE DR	$	173.04	$	175.04
112923230081	1016 TRANSIT AVE	$	145.06	$	147.06
082923130002	2323 TERMINAL RD # 1	$	2,330.74	$	2,332.74
082923130002	2323 TERMINAL RD # 2	$	2,141.78	$	2,143.78
022923130047	2992 VICTORIA ST	$	190.41	$	192.41
012923410006	2857 WOODBRIDGE ST	$	185.54	$	187.54
012923140019	2980 WOODBRIDGE ST	$	228.43	$	230.43
012923110054	3075 WOODBRIDGE ST	$	136.79	$	138.79
022923220014	1045 WOODLYNN AVE	$	47.36	$	49.36
132923120021	2077 WILLIAM ST	$	142.00	$	144.00
162923130039	1988 WHEELER ST	$	211.48	$	213.48
122923420089	2334 WESTERN AVE	$	165.32	$	167.32
122923240038	2417 WESTERN AVE	$	159.12	$	161.12
012923430114	2708 WESTERN AVE	$	179.24	$	181.24
022923440052	738 WHEATON AVE	$	137.55	$	139.55

Schedule A

More than 90 days past due as of 3/31/2015

Delinquent Accounts 3rd Qtr 2015 for 2016 Tax Year

City of Roseville, MN 8/24/2015

092923110004	2560 FRY ST	$	379.56	$	381.56
112923120025	750 CO RD C	$	146.20	$	148.20
172923210001	2322 W CO RD B	$	192.96	$	194.96
012923430109	2660 WESTERN AVE	$	146.81	$	148.81
112923340080	2203 VICTORIA ST	$	187.98	$	189.98
132923110088	2120 WILLIAM ST	$	252.04	$	254.04
112923410067	703 COPE AVE	$	129.46	$	131.46
152923420065	1867 DELLWOOD AVE	$	154.46	$	156.46
012923440009	2713 WOODBRIDGE ST	$	142.33	$	144.33
052923210071	3020 OLD HWY 8	$	918.06	$	920.06
022923310039	2779 VICTORIA ST	$	158.55	$	160.55
122923430034	335 SANDHURST DR W	$	162.82	$	164.82
132923110012	2103 RICE ST	$	19.83	$	21.83
152923240043	1446 SHRYER AVE	$	167.08	$	169.08
112923430013	757 SHERREN ST	$	184.61	$	186.61
152923110010	1164 W CO RD B	$	227.58	$	229.58
082923430044	2223 W CO RD B	$	241.49	$	243.49
012923320033	2820 HILLSCOURTE SOUTH	$	156.77	$	158.77
102923430005	1252 W HWY 36	$	158.72	$	160.72
042923120065	3017 SHOREWOOD LN	$	206.64	$	208.64
122923420011	346 W CO RD B2	$	167.08	$	169.08
102923230042	2433 SIMPSON ST	$	157.48	$	159.48
122923310044	415 SOUTHHILL DR	$	154.10	$	156.10
152923240086	1379 ROSELAWN AVE	$	274.38	$	276.38
032923420054	2806 DELLWOOD ST	$	132.58	$	134.58
012923430010	2687 GALTIER ST	$	224.39	$	226.39
132923230021	540 SHRYER AVE	$	175.44	$	177.44
042923420034	1680 TERRACE DR	$	1,288.34	$	1,290.34
152923110026	1171 ELDRIDGE AVE	$	158.72	$	160.72
012923140085	240 MAPLE LN	$	212.37	$	214.37
142923120017	851 PARKER AVE	$	137.82	$	139.82
112923320005	1016 W CO RD B2	$	154.54	$	156.54
032923340002	1354 JUDITH AVE	$	161.69	$	163.69
122923340003	397 HWY 36	$	204.70	$	206.70
032923240088	2972 SIMPSON ST	$	139.37	$	141.37
022923430033	795 TERRACE DR	$	142.97	$	144.97
152923410075	1194 SUMMER ST	$	154.54	$	156.54
142923230005	1065 SHRYER AVE	$	142.00	$	144.00
112923340010	925 SHERREN ST	$	129.46	$	131.46
032923320147	2839 ARONA ST	$	152.88	$	154.88
032923320045	1491 APPLEWOOD COURT	$	177.78	$	179.78
032923320048	1481 APPLEWOOD COURT	$	171.97	$	173.97
012923340035	395 WOODHILL DR	$	211.63	$	213.63
022923410036	2815 DALE ST	$	127.64	$	129.64
142923330033	1067 DIONNE ST	$	158.72	$	160.72
152923230028	1942 SNELLING AVE	$	14.85	$	16.85

Schedule A

More than 90 days past due as of 3/31/2015

Delinquent Accounts 3rd Qtr 2015 for 2016 Tax Year

City of Roseville, MN 8/24/2015

032923220059	3025 ASBURY ST	$	164.25	$	166.25
152923140042	1194 SHRYER AVE	$	129.46	$	131.46
142923230056	1941 CHATSWORTH ST	$	264.32	$	266.32
052923220084	3082 HIGHCREST RD	$	362.13	$	364.13
022923430032	789 TERRACE DR	$	162.07	$	164.07
092923110047	2578 CHARLOTTE ST	$	183.12	$	185.12
112923330050	2168 OXFORD ST	$	170.16	$	172.16
142923210080	896 PARKER AVE	$	200.52	$	202.52
012923410036	2841 MARION ST	$	204.20	$	206.20
042923420026	1798 CENTENNIAL DR	$	136.36	$	138.36
112923230008	1035 BROOKS AVE	$	196.91	$	198.91
102923110027	1106 OAKCREST AVE	$	139.87	$	141.87
122923330011	2194 DALE ST	$	1,548.41	$	1,550.41
122923330014	601 W CO RD B	$	1,106.80	$	1,108.80
122923330023	591 W CO RD B	$	1,673.91	$	1,675.91
012923420104	2779 VIRGINIA AVE	$	197.88	$	199.88
102923430054	2226 DELLWOOD AVE	$	96.01	$	98.01
112923410036	644 GRANDVIEW AVE	$	38.72	$	40.72
152923230039	1960 ASBURY ST	$	15.11	$	17.11
132923210027	387 ELDRIDGE AVE	$	145.08	$	147.08
112923230067	2438 LEXINGTON AVE	$	154.21	$	156.21
092923330226	2221 FERRIS LN	$	147.77	$	149.77
142923330056	1765 CHATSWORTH ST	$	197.94	$	199.94
162923240090	1932 TATUM ST	$	141.22	$	143.22
102923240013	1371 BROOKS AVE	$	142.86	$	144.86
032923240069	2924 PASCAL ST	$	145.42	$	147.42
122923140020	2501 WOODBRIDGE ST	$	215.25	$	217.25
112923230114	1075 W CO RD B2	$	154.46	$	156.46
112923120057	2547 AVON ST	$	184.47	$	186.47
022923320002	2851 LAKEVIEW AVE	$	160.15	$	162.15
152923420124	1866 HAMLINE AVE	$	158.72	$	160.72
132923230025	527 RYAN AVE	$	179.62	$	181.62
132923430017	295 DIONNE AVE	$	167.08	$	169.08
042923240042	2911 FAIRVIEW AVE	$	146.10	$	148.10
042923210055	3021 FAIRVIEW AVE	$	183.21	$	185.21
042923120053	3061 SHOREWOOD LN	$	153.69	$	155.69
032923340027	1390 JUDITH AVE	$	191.94	$	193.94
032923420072	2799 DELLWOOD ST	$	181.18	$	183.18
022923440002	699 TERRACE DR	$	177.83	$	179.83
032923340048	1440 RAMBLER RD	$	183.77	$	185.77
132923420026	330 MCCARRONS BLVD	$	151.68	$	153.68
042923220057	1990 BRENNER AVE	$	281.50	$	283.50
012923330456	2662 MACKUBIN ST	$	170.33	$	172.33
092923110020	2598 ALDINE ST	$	162.22	$	164.22
022923240073	2968 CHATSWORTH ST	$	155.65	$	157.65
042923410041	2801 SNELLING AVE	$	313.16	$	315.16

Schedule A

More than 90 days past due as of 3/31/2015

Delinquent Accounts 3rd Qtr 2015 for 2016 Tax Year

City of Roseville, MN 8/24/2015

032923410028	2798 FERNWOOD ST	$	23.57	$	25.57
132923230028	555 RYAN AVE	$	192.16	$	194.16
012923230057	523 OWASSO HILLS DR	$	186.78	$	188.78
122923340021	415 W CO RD B	$	223.40	$	225.40
012923420029	2848 MATILDA ST	$	152.57	$	154.57
012923440059	2728 GALTIER ST	$	175.11	$	177.11
012923130028	2942 MATILDA ST	$	126.83	$	128.83
052923410013	2815 CLEVELAND AVE IRR	$	0.16	$	2.16
152923240090	1935 HAMLINE AVE	$	181.60	$	183.60
112923140028	735 W CO RD B2	$	29.56	$	31.56
152923130034	1306 SHRYER AVE	$	186.14	$	188.14
022923110021	3048 W OWASSO BLVD	$	172.38	$	174.38
122923340010	432 MINNESOTA AVE	$	170.16	$	172.16
112923430010	741 SHERREN ST	$	183.80	$	185.80
092923120097	2613 ALDINE ST	$	152.74	$	154.74
112923130039	763 W CO RD B2	$	208.92	$	210.92
152923210062	2115 HAMLINE AVE	$	190.94	$	192.94
112923420081	823 COPE AVE	$	151.02	$	153.02
012923430012	2673 GALTIER ST	$	77.64	$	79.64
162923240062	1850 RYAN AVE	$	174.81	$	176.81
022923320010	2777 LAKEVIEW AVE	$	136.41	$	138.41
042923340002	2690 PRIOR AVE # 2	$	1,670.10	$	1,672.10
042923340002	2690 PRIOR AVE # 1	$	1,838.83	$	1,840.83
042923340002	2690 PRIOR AVE # 3	$	1,670.10	$	1,672.10
032923420063	2836 HURON ST	$	116.14	$	118.14
152923110030	1201 ELDRIDGE AVE	$	146.18	$	148.18
022923340014	2734 LAKEVIEW AVE	$	102.85	$	104.85
052923220125	2422 BRENNER CT	$	191.61	$	193.61
122923440015	2234 MARION ST	$	136.61	$	138.61
032923410008	2828 GRIGGS ST	$	153.79	$	155.79
112923340056	979 W CO RD B	$	78.13	$	80.13
152923110061	2061 LEXINGTON AVE	$	13.97	$	15.97
122923310065	445 MINNESOTA AVE	$	9.39	$	11.39
132923110002	158 W CO RD B	$	165.32	$	167.32
022923140004	2992 W OWASSO BLVD	$	13.16	$	15.16
122923340044	2241 BOSSARD DR	$	116.74	$	118.74
102923120078	2580 HAMLINE AVE	$	167.64	$	169.64
132923430022	1748 GALTIER ST	$	136.23	$	138.23
052923220142	2410 W CO RD D #2	$	3.76	$	5.76
132923240034	480 BAYVIEW DR	$	133.46	$	135.46
032923130064	1303 W CO RD C2	$	161.05	$	163.05
112923230028	2468 CHURCHILL ST	$	142.87	$	144.87
082923440013	2271 ACORN RD	$	13.97	$	15.97
012923120021	3066 FARRINGTON CT	$	162.33	$	164.33
112923310014	901 GRANDVIEW AVE	$	162.90	$	164.90
112923130040	757 W CO RD B2	$	139.21	$	141.21

Schedule A

More than 90 days past due as of 3/31/2015

Delinquent Accounts 3rd Qtr 2015 for 2016 Tax Year

City of Roseville, MN 8/24/2015

012923330367	2735 MACKUBIN ST #9	$	145.22	$	147.22
162923110079	2151 SNELLING AVE	$	755.23	$	757.23
032923240087	2966 SIMPSON ST	$	234.91	$	236.91
032923220010	1511 CLARMAR AVE	$	228.58	$	230.58
152923110065	1129 SKILLMAN AVE	$	121.10	$	123.10
112923310057	976 LOVELL AVE	$	201.78	$	203.78
112923440009	2237 DALE ST	$	113.85	$	115.85
142923320069	1862 LEXINGTON AVE	$	158.72	$	160.72
012923420038	2837 MATILDA ST	$	178.86	$	180.86
152923110056	1120 ELDRIDGE AVE	$	14.37	$	16.37
032923220026	1491 BRENNER AVE	$	11.69	$	13.69
032923320155	2821 ARONA ST	$	146.67	$	148.67
152923410108	1204 RUGGLES ST	$	15.89	$	17.89
152923430019	1235 ROMA AVE	$	230.16	$	232.16
132923110116	2142 ALBEMARLE CRT	$	169.37	$	171.37
102923240033	2490 SHELDON ST	$	119.56	$	121.56
052923230037	2994 OLD HWY 8	$	208.55	$	210.55
022923120074	3088 VICTORIA ST	$	168.32	$	170.32
012923430013	2665 GALTIER ST	$	182.31	$	184.31
152923240056	1371 RYAN AVE	$	189.52	$	191.52
102923120045	2583 DELLWOOD ST	$	181.59	$	183.59
162923110026	1620 W CO RD B	$	208.55	$	210.55
112923420060	761 LOVELL AVE	$	190.00	$	192.00
142923440016	685 ROMA AVE	$	190.00	$	192.00
022923340019	970 WOODHILL DR	$	190.00	$	192.00
032923420004	2851 FERNWOOD ST	$	59.00	$	61.00
112923140064	2465 DALE ST	$	190.00	$	192.00
152923110069	1157 SKILLMAN AVE	$	159.12	$	161.12
032923420080	2788 HURON ST	$	90.53	$	92.53
142923210056	2067 VICTORIA ST	$	84.49	$	86.49
112923230095	2416 OXFORD ST	$	137.67	$	139.67
122923310001	2383 WESTERN AVE	$	175.00	$	177.00
182922220011	2130 RICE ST	$	1,071.20	$	1,073.20
162923110076	2086 SAMUEL ST. #6	$	183.19	$	185.19
102923230016	1567 TRANSIT AVE	$	102.10	$	104.10
152923230023	2030 SNELLING AVE	$	145.59	$	147.59
162923110076	2086 SAMUEL ST. #8	$	28.73	$	30.73
Total for 3rd Qtr, 2015 to be certified to 2016 Taxes		**$**	**73,588.17**	**$**	**74,302.17**

REQUEST FOR COUNCIL ACTION

Date: Aug. 24, 2015
Item No.: 8.d

Department Approval	City Manager Approval

Item Description: Adopt a Resolution Approving the Use of a New Voting System

BACKGROUND

The Ramsey County Elections Office has worked for the past two years to make preparations for the acquisition of a new voting system. The current system has been used for 14 years and has become costly with additional difficulty in locating replacement parts. Additionally, the enactment of the Help America Vote Act and changes made to the Minnesota Election Law require that changes be made to the County and City roles in the processing and counting of ballots.

Ramsey County assembled a task force including Elections Office staff and the elections staff from the cities of Maplewood, White Bear Lake, Shoreview and St Anthony to prepare for the acquisition, deployment and operation of a new voting system. This work included the preparation of a new joint powers agreement under which a new voting system would be acquired and operated and a request for proposals (RFP) for a new voting system. After the County released RFPs and interviewed vendors, the Verity system was certified for use in Minnesota by the Secretary of State on June 16, 2015.

The Elections Office is planning to deploy the new voting system in all suburban precincts for the City and School District General Election to be held on November 3, 2015. The City does not have a City General Election, however, Roseville election staff will need to provide a demonstration of the new voting system at Roseville City Hall before November 3. Staff is currently working with the County to arrange for the demonstration.

The new voting system is scheduled to be used through the 2028 state general election.

BUDGET IMPLICATIONS

The City's portion of the equipment cost will total $80,730.00 and has been budgeted in the CIP. A breakdown of shared costs amongst Ramsey County is attached as 'Attachment A.'

STAFF RECOMMENDATION

Staff recommends adopting a resolution approving the use of a new voting system.

REQUESTED COUNCIL ACTION

Motion to adopt a resolution approving the use of a new voting system.

Prepared by: Kari Collins, Assistant to the City Manager/City Clerk
Attachments: A: Estimated Capital and Annual Operating Costs for New Voting System - 2015
B: Draft Resolution Approving the Use of New Voting System

Estimated capital and annual operating costs for new voting system - 2015

		Precinct ballot counters & ballot marking devices			Absentee ballot counters			Absentee ballot processing/counting		Cost Summary
			% of county total x total city share of capital costs	% of county total x 0.80	mean total ABs accepted in last 3 state gen elections		% county total x 0.20			sum of columns E and H
City	**Number of precincts**	**% of county total**	**city share of capital costs**	**share of annual operating costs**	**Number of accepted ABs 2008-2012**	**% of county total**	**share of annual operating costs**	**Option A**	**Option B**	**Total annual operating costs**
Arden Hills	3	1.72%	$ 24,219.00	$ 1,500.00	1,550	2.28%	$ 496.10			$ 1,996.10
Blaine	0	0.00%	$ -	$ -	-	0.00%	$ -			$ -
Falcon Heights	2	1.15%	$ 16,146.00	$ 1,000.00	742	1.09%	$ 237.49			$ 1,237.49
Gem Lake	1	0.57%	$ 8,073.00	$ 500.00	62	0.09%	$ 19.84			$ 519.84
Lauderdale	1	0.57%	$ 8,073.00	$ 500.00	212	0.31%	$ 67.85			$ 567.85
Little Canada	3	1.72%	$ 24,219.00	$ 1,500.00	1,492	2.20%	$ 477.54			$ 1,977.54
Maplewood	15	8.62%	$ 121,095.00	$ 7,500.00	5,327	7.84%	$ 1,704.98			$ 9,204.98
Mounds View	4	2.30%	$ 32,292.00	$ 2,000.00	1,414	2.08%	$ 452.57			$ 2,452.57
New Brighton	8	4.60%	$ 64,584.00	$ 4,000.00	3,521	5.18%	$ 1,126.95			$ 5,126.95
North Oaks	2	1.15%	$ 16,146.00	$ 1,000.00	1,632	2.40%	$ 522.35			$ 1,522.35
North St Paul	4	2.30%	$ 32,292.00	$ 2,000.00	1,479	2.18%	$ 473.38			$ 2,473.38
Roseville	10	5.75%	$ 80,730.00	$ 5,000.00	7,533	11.09%	$ 2,411.05			$ 7,411.05
Shoreview	7	4.02%	$ 56,511.00	$ 3,500.00	5,322	7.83%	$ 1,703.38			$ 5,203.38
Spring Lake Park	0	0.00%	$ -	$ -	-	0.00%	$ -			$ -
St Anthony	3	1.72%	$ 24,219.00	$ 1,500.00	1,896	2.79%	$ 606.84			$ 2,106.84
St Paul	96	55.17%	$ 775,008.00	$ 48,000.00	27,610	40.63%	$ 8,836.99			$ 56,836.99
Vadnais Heights	4	2.30%	$ 32,292.00	$ 2,000.00	2,013	2.96%	$ 644.29			$ 2,644.29
White Bear Lake	7	4.02%	$ 56,511.00	$ 3,500.00	4,271	6.29%	$ 1,367.00			$ 4,867.00
White Bear Township	4	2.30%	$ 32,292.00	$ 2,000.00	1,879	2.77%	$ 601.40			$ 2,601.40
Subtotal - cities	174	100.00%	$ 1,404,702.00	$ 87,000.00	67,955	100.00%	$ 21,750.00			$ 108,750.00
ISD 282 - St Anthony-NB	4	2.30%	$ -	$ 666.67		2.79%	$ 202.28			$ 868.94
ISD 621 - Mounds View	24	13.79%	$ -	$ 4,000.00		17.30%	$ 1,254.25			$ 5,254.25
ISD 622 - NSP-Maplewood	16	9.20%	$ -	$ 2,666.67		10.06%	$ 729.35			$ 3,396.02
ISD 623 - Roseville	18	10.34%	$ -	$ 3,000.00		14.75%	$ 1,069.38			$ 4,069.38
ISD 624- White Bear Lake	15	8.62%	$ -	$ 2,500.00		14.30%	$ 1,036.75			$ 3,536.75
ISD 625 - St Paul	96	55.17%	$ -	$ 16,000.00		40.63%	$ 2,945.68			$ 18,945.68
ISD 832 - Mahtomedi	1	0.57%		$ 166.67		0.17%	$ 12.33			$ 178.99
Subtotal - school districts	174	100.00%	$ -	$ 29,000.00		100.00%	$ 7,250.00			$ 36,250.00
County total				$ 116,000.00			$ 29,000.00			$ 145,000.00

Notes:
1. The cost of one precinct ballot counter, one ballot box and one ballot marking device is $8,073
2. Number of absentees is average of ABs accepted in three previous state general elections
3. Estimated annual operating costs for the first year will be $145,000
4. Annual operating costs are shared by cities (75%) and school districts (25%)
5. The county will provide any equipment needed by Blaine
6. Spring Lake Park will use voting systems provided by Anoka County.

7/24/2015

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 24th day of August, 2015 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 ADOPTING THE USE OF NEW VOTING SYSTEM

WHEREAS, Minnesota Statutes § 206.58, subdivision 1 authorizes cities to use voting systems at their elections, subject to the approval of the County; and

WHEREAS, Ramsey County has authorized the use of the Hart Verity voting system for the city and school district general election to be conducted on November 3, 2015 and all elections conducted thereafter;

NOW, THEREFORE, BE IT RESOLVED, that the Hart Verity voting system is hereby authorized for use in all elections conducted in the City of Roseville on November 3, 2015 and thereafter; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to transmit a copy of this resolution to the Ramsey County Elections Office; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to provide information to the voters concerning the use of the new voting system; and

BE IT FURTHER RESOLVED, that the City Clerk shall make the new voting system available for demonstration to the voters at one or more locations in the City prior to the November 3, 2015 election.

WHEREUPON, said Resolution was declared duly passed and adopted on the 24th day of August, 2015.

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: none.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 24th day of August, 2015, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of August, 2015.

_____
Patrick Trudgeon, City Manager

(Seal)

REQUEST FOR COUNCIL ACTION

Date: August 24, 2015
Item No.: 8.e

Department Approval	City Manager Approval

Item Description: Approve Resolution Accepting Bids and Awarding Contract for 35W at Cleveland Ave Interchange Project

BACKGROUND

On July 6, 2015, the City Council approved plans and authorized advertisement of bids for the 35W at Cleveland Ave Interchange project. This project, funded largely by a federal Surface Transportation Program grant in the amount of $1,192,584, involves the reconstruction of the intersection of I-35 Northbound ramps with Cleveland Ave and Twin Lakes Parkway. The improvements will provide more capacity at the intersection as well as align the through lanes between the on and off ramps and Twin Lakes Parkway.

The engineer's estimate, provided by the consultant SRF Consulting Group, was $1,844,968.90.

Bids were opened on August 4th, 2015 at 11 AM at City Hall. We received six total bids. The bids received are as follows:

Contractor	Bid Amount
Forest Lake Contracting, Inc.	$1,598,448.00
Bituminous Roadways, Inc.	$1,678,150.00
Meyer Contracting, Inc.	$1,716,392.99
Park Construction Company	$1,799,579.80
Thomas and Sons Construction	$1,847,253.59
C.S. McCrossan Construction, Inc.	$1,890,603.00

The low bid was received by Forest Lake Contracting, Inc. at a confirmed amount of $1,598,448.00 which is $246,520.90, or 13.3% lower than the engineer's estimate.

Staff at the Minnesota Department of Transportation has confirmed the stated DBE (Disadvantaged Business Enterprise) goal is equal to or greater than the required percentage of 15.5% and therefore has authorized the award of the contract.

The contractor has the option of constructing this project either this fall or in 2016, but must substantially complete construction activities within 90 days of the start of construction, and also be complete by August 1, 2016. While we have not heard formally from the contractor, at this point staff believes it is most likely this will be constructed in the spring/summer of 2016.

FINANCIAL IMPACTS

The cost of this improvement is largely funded by the federal transportation grant of $1,192,584.00, as mentioned above. Additionally we have $400,000 in funds from the Walmart development to apply towards this overall project. Given the bid price of $1,598,448.00 along with the engineering services ($301,040), cost of state furnished materials ($25,400) and construction testing ($20,000), the project will use approximately $352,304.00 from TIF District 17 to fill the funding gap.

STAFF RECOMMENDATION

Staff recommends the Council approve the resolution to award bid for Project P-14-07 35W at Cleveland Ave Interchange Reconstruction Project.

REQUESTED COUNCIL ACTION

Motion to approve the plans and specifications for the 35W at Cleveland Ave Interchange Project and authorize staff to advertise for bids.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Resolution
B: Engineer's Recommendation Letter
C: Bid Tabulation
D: Project Layout

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 24th day of August, 2015, at 6:00 p.m.

The following members were present: ; and and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

RESOLUTION AWARDING BID
FOR PROJECT P-14-07
35W AT CLEVELAND AVE INTERCHANGE RECONSTRUCTION PROJECT

WHEREAS, pursuant to advertisement for proposals for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said proposals were received on Tuesday, August 4, 2015, at 11:00 a.m., opened according to law and the following bids were received complying with the advertisement:

Contractor	Bid Amount
Forest Lake Contracting, Inc.	$1,598,448.00
Bituminous Roadways, Inc.	$1,678,150.00
Meyer Contracting, Inc.	$1,716,392.99
Park Construction Company	$1,799,579.80
Thomas and Sons Construction	$1,847,253.59
C.S. McCrossan Construction, Inc.	$1,890,603.00

WHEREAS, it appears that Forest Lake Contracting, Inc. of Forest Lake, MN, is the lowest responsible bidder at the proposed contract amount of $1,598,448.00, and

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Forest Lake Contracting, Inc. for $1,598,448.00 in the name of the City of Roseville for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.

2. The City Manager is hereby authorized and directed to return forthwith to all proposers the deposits made with their proposals except the deposits of the successful proposer and the next best valued proposer shall be retained until contracts have been signed.

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

The motion for the adoption of the foregoing resolution was duly seconded by Member , and upon vote being taken thereon, the following voted in favor thereof: ; and and the following voted against the same: .

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 August, 2015, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of August, 2015.

_____
Patrick Trudgeon, City Manager

(SEAL)

SRF Consulting Group, Inc. | Engineers Planners Designers

August 13, 2015 SRF No. 01485870120

Mr. Marcus Culver, PE
Director of Public Works
CITY OF ROSEVILLE
2660 Civic Center Drive
Roseville, MN 55113

SUBJECT: TH 35W AND CLEVELAND AVENUE NORTH INTERCHANGE PROJECT
SP 6284-177, 160-020-025, 062-646-026

Dear Mr. Culver:

Sealed bids were opened for the referenced projects on Tuesday, August 4, 2015, at Roseville City Hall. A total of six (6) bids were received. All bids have been reviewed and checked. The bids are tabulated below in order of value:

	CONTRACTOR	TOTAL BID
1.	Forest Lake Contracting	$1,598,448.00
2.	Bituminous Roadways, Inc.	$1,678,150.00
3.	Meyer Contracting, Inc.	$1,716,392.99
4.	Park Construction Company	$1,799,579.80
5.	Thomas and Sons Construction	$1,850,826.59
6.	C.S. McCrossan Construction, Inc.	$1,886,433.00
	ENGINEERS ESTIMATE	**$1,844,968.90**

The low bid is 13.4 percent below the final Engineer's estimate and 15.27% below the highest bid. It is our opinion that the range and number of bids represent a normal and reasonable bidding distribution, despite the volume of the construction activity.

We recommend the Contract be awarded to the apparent low bidder, Forest Lake Contracting, Inc., in the amount of $1,598,448.00. Please contact us with any questions or concerns regarding this project.

Sincerely,

SRF CONSULTING GROUP, INC.

Steven J. Miller, PE (MN)
Senior Associate

SJM/fh
Enclosure

cc: Jesse Freihammer, City of Roseville

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8/04/15

BID ABSTRACT

CITY OF ROSEVILLE

TH 35W / CLEVELAND AVENUE INTERCHANGE

S.P. 6284-177
S.P. 160-020-025
S.P. 062-646-026

					ENGINEERS ESTIMATE		FOREST LAKE CONTRACTING, INC.		BITUMINOUS ROADWAYS, INC.		MEYER CONTRACTING, INC.	
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	2021.501	MOBILIZATION	LUMP SUM	1	$50,000.00	$50,000.00	$59,000.00	$59,000.00	$110,000.00	$110,000.00	$85,000.00	$85,000.00
2	2102.502	PAVEMENT MARKING REMOVAL	LIN FT	2400	$1.00	$2,400.00	$0.65	$1,560.00	$0.70	$1,680.00	$0.65	$1,560.00
3	2104.501	REMOVE PIPE CULVERTS	LIN FT	139	$15.00	$2,085.00	$18.00	$2,502.00	$12.50	$1,737.50	$21.00	$2,919.00
4	2104.501	REMOVE WATER MAIN	LIN FT	18	$15.00	$270.00	$30.00	$540.00	$34.50	$621.00	$20.50	$369.00
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	19	$15.00	$285.00	$30.00	$570.00	$12.50	$237.50	$21.25	$403.75
6	2104.501	REMOVE CURB & GUTTER	LIN FT	5170	$3.00	$15,510.00	$3.00	$15,510.00	$4.20	$21,714.00	$3.20	$16,544.00
7	2104.501	REMOVE BITUMINOUS CURB	LIN FT	170	$3.00	$510.00	$2.00	$340.00	$3.20	$544.00	$0.60	$102.00
8	2104.501	REMOVE GUARDRAIL-PLATE BEAM	LIN FT	50	$4.00	$200.00	$15.00	$750.00	$10.50	$525.00	$3.20	$160.00
9	2104.503	REMOVE CONCRETE WALK	SQ FT	3990	$1.00	$3,990.00	$1.00	$3,990.00	$1.30	$5,187.00	$0.90	$3,591.00
10	2104.503	REMOVE PAVEMENT	SQ FT	23680	$5.00	$118,400.00	$1.50	$35,520.00	$1.50	$35,520.00	$1.00	$23,680.00
11	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	56610	$4.00	$226,440.00	$0.80	$45,288.00	$0.95	$53,779.50	$0.50	$28,305.00
12	2104.505	REMOVE CONCRETE MEDIAN	SQ YD	490	$8.00	$3,920.00	$10.00	$4,900.00	$9.70	$4,753.00	$7.90	$3,871.00
13	2104.507	REMOVE AGGREGATE	CU YD	30	$3.50	$105.00	$10.00	$300.00	$14.50	$435.00	$66.25	$1,987.50
14	2104.509	REMOVE PIPE APRON	EACH	6	$150.00	$900.00	$300.00	$1,800.00	$312.00	$1,872.00	$205.00	$1,230.00
15	2104.509	REMOVE ANCHORAGE ASSEMBLY-PLATE BEAM	EACH	1	$165.00	$165.00	$600.00	$600.00	$474.00	$474.00	$168.50	$168.50
16	2104.509	REMOVE CASTING	EACH	1	$140.00	$140.00	$600.00	$600.00	$89.50	$89.50	$62.00	$62.00
17	2104.509	REMOVE HANDHOLE	EACH	2	$200.00	$400.00	$200.00	$400.00	$263.00	$526.00	$528.00	$1,056.00
18	2104.509	REMOVE GATE VALVE & BOX	EACH	1	$250.00	$250.00	$500.00	$500.00	$312.00	$312.00	$175.50	$175.50
19	2104.509	REMOVE HYDRANT	EACH	1	$500.00	$500.00	$900.00	$900.00	$1,561.00	$1,561.00	$525.50	$525.50
20	2104.509	REMOVE DELINEATOR	EACH	5	$29.00	$145.00	$35.00	$175.00	$63.00	$315.00	$35.00	$175.00
21	2104.509	REMOVE SIGN TYPE C	EACH	1	$30.00	$30.00	$35.00	$35.00	$37.00	$37.00	$35.00	$35.00
22	2104.509	REMOVE SIGN TYPE OH	EACH	2	$7,000.00	$14,000.00	$1,000.00	$2,000.00	$1,053.00	$2,106.00	$1,000.00	$2,000.00
23	2104.509	REMOVE SIGNAL SYSTEM	EACH	1	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$7,581.00	$7,581.00	$11,990.00	$11,990.00
24	2104.509	REMOVE ECCENTRIC LOADER BCT	EACH	1	$350.00	$350.00	$600.00	$600.00	$684.00	$684.00	$332.00	$332.00
25	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	70	$6.50	$455.00	$8.00	$560.00	$5.40	$378.00	$4.50	$315.00
26	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2420	$1.75	$4,235.00	$2.00	$4,840.00	$2.00	$4,840.00	$1.70	$4,114.00
27	2104.523	SALVAGE SIGN TYPE C	EACH	28	$50.00	$1,400.00	$35.00	$980.00	$37.00	$1,036.00	$35.00	$980.00
28	2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	1	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$105.00	$105.00	$100.00	$100.00
29	2104.601	REMOVE CABLES	LUMP SUM	1	$300.00	$300.00	$1,600.00	$1,600.00	$526.00	$526.00	$4,695.00	$4,695.00
30	2105.501	COMMON EXCAVATION	CU YD	2390	$5.50	$13,145.00	$20.00	$47,800.00	$12.00	$28,680.00	$21.57	$51,552.30
31	2105.507	SUBGRADE EXCAVATION	CU YD	6012	$6.50	$39,078.00	$12.00	$72,144.00	$9.50	$57,114.00	$16.00	$96,192.00
32	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	6599	$15.00	$98,985.00	$18.00	$118,782.00	$25.00	$164,975.00	$28.91	$190,777.09
33	2118.607	AGGREGATE SURFACING (CV) CLASS 2	CU YD	160	$87.00	$13,920.00	$48.00	$7,680.00	$51.00	$8,160.00	$115.50	$18,480.00

8/04/15

BID ABSTRACT

CITY OF ROSEVILLE

TH 35W / CLEVELAND AVENUE INTERCHANGE

S.P. 6284-177
S.P. 160-020-025
S.P. 062-646-026

					ENGINEERS ESTIMATE		FOREST LAKE CONTRACTING, INC.		BITUMINOUS ROADWAYS, INC.		MEYER CONTRACTING, INC.	
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
34	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	3490	$25.00	$87,250.00	$28.00	$97,720.00	$26.50	$92,485.00	$36.75	$128,257.50
35	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	3500	$1.00	$3,500.00	$3.00	$10,500.00	$1.80	$6,300.00	$1.70	$5,950.00
36	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1390	$2.50	$3,475.00	$2.60	$3,614.00	$3.20	$4,448.00	$3.00	$4,170.00
37	2360.501	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TON	2560	$80.00	$204,800.00	$80.00	$204,800.00	$72.00	$184,320.00	$75.00	$192,000.00
38	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	1640	$65.00	$106,600.00	$70.00	$114,800.00	$52.00	$85,280.00	$63.00	$103,320.00
39	2411.618	MODULAR BLOCK RETAINING WALL	SQ FT	1730	$75.00	$129,750.00	$54.00	$93,420.00	$49.50	$85,635.00	$50.70	$87,711.00
40	2451.507	GRANULAR BEDDING (CV)	CU YD	6	$22.00	$132.00	$18.00	$108.00	$107.00	$642.00	$30.00	$180.00
41	2501.515	15" RC PIPE APRON	EACH	1	$600.00	$600.00	$600.00	$600.00	$1,097.00	$1,097.00	$770.00	$770.00
42	2501.515	18" RC PIPE APRON	EACH	1	$650.00	$650.00	$700.00	$700.00	$1,136.00	$1,136.00	$832.50	$832.50
43	2501.525	58" SPAN RC PIPE-ARCH APRON	EACH	2	$1,800.00	$3,600.00	$2,000.00	$4,000.00	$2,362.00	$4,724.00	$1,584.00	$3,168.00
44	2501.569	18" RC SAFETY APRON	EACH	2	$650.00	$1,300.00	$800.00	$1,600.00	$586.00	$1,172.00	$832.50	$1,665.00
45	2502.501	4" PRECAST CONCRETE HEADWALL	EACH	1	$165.00	$165.00	$300.00	$300.00	$365.00	$365.00	$310.00	$310.00
46	2502.521	4" TP PIPE DRAIN	LIN FT	10	$4.00	$40.00	$12.00	$120.00	$18.50	$185.00	$53.25	$532.50
47	2502.541	4" PERF TP PIPE DRAIN	LIN FT	1870	$6.00	$11,220.00	$9.00	$16,830.00	$15.00	$28,050.00	$12.75	$23,842.50
48	2503.521	58" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	49	$150.00	$7,350.00	$125.00	$6,125.00	$189.00	$9,261.00	$161.50	$7,913.50
49	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	423	$36.00	$15,228.00	$35.00	$14,805.00	$35.00	$14,805.00	$45.00	$19,035.00
50	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	93	$38.00	$3,534.00	$40.00	$3,720.00	$50.00	$4,650.00	$46.25	$4,301.25
51	2503.541	24" RC PIPE SEWER DES 3006	LIN FT	10	$46.00	$460.00	$50.00	$500.00	$104.00	$1,040.00	$59.50	$595.00
52	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	6	$700.00	$4,200.00	$900.00	$5,400.00	$624.00	$3,744.00	$700.00	$4,200.00
53	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	$800.00	$800.00	$1,700.00	$1,700.00	$1,249.00	$1,249.00	$1,206.00	$1,206.00
54	2504.602	6" PLUG-DUCTILE IRON	EACH	1	$100.00	$100.00	$200.00	$200.00	$836.00	$836.00	$517.50	$517.50
55	2504.602	6" MEGALUG	EACH	1	$100.00	$100.00	$50.00	$50.00	$70.50	$70.50	$66.50	$66.50
56	2506.501	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	45	$250.00	$11,250.00	$350.00	$15,750.00	$481.00	$21,645.00	$243.50	$10,957.50
57	2506.501	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	5	$275.00	$1,375.00	$480.00	$2,400.00	$359.00	$1,795.00	$345.50	$1,727.50
58	2506.501	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	12	$275.00	$3,300.00	$480.00	$5,760.00	$343.00	$4,116.00	$354.00	$4,248.00
59	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	6	$700.00	$4,200.00	$600.00	$3,600.00	$777.00	$4,662.00	$732.00	$4,392.00
60	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-84	LIN FT	12	$900.00	$10,800.00	$800.00	$9,600.00	$1,019.00	$12,228.00	$1,017.00	$12,204.00
61	2506.516	CASTING ASSEMBLY	EACH	14	$650.00	$9,100.00	$600.00	$8,400.00	$887.00	$12,418.00	$897.50	$12,565.00
62	2506.522	ADJUST FRAME & RING CASTING	EACH	5	$600.00	$3,000.00	$600.00	$3,000.00	$789.00	$3,945.00	$591.00	$2,955.00
63	2511.501	RANDOM RIPRAP CLASS III	CU YD	38	$100.00	$3,800.00	$110.00	$4,180.00	$105.00	$3,990.00	$149.00	$5,662.00
64	2511.501	RANDOM RIPRAP CLASS IV	CU YD	29	$110.00	$3,190.00	$110.00	$3,190.00	$105.00	$3,045.00	$150.50	$4,364.50
65	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	192	$3.00	$576.00	$4.00	$768.00	$2.80	$537.60	$3.70	$710.40

8/04/15

BID ABSTRACT

CITY OF ROSEVILLE

TH 35W / CLEVELAND AVENUE INTERCHANGE

S.P. 6284-177
S.P. 160-020-025
S.P. 062-646-026

					ENGINEERS ESTIMATE		FOREST LAKE CONTRACTING, INC.		BITUMINOUS ROADWAYS, INC.		MEYER CONTRACTING, INC.	
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
66	2521.501	4" CONCRETE WALK	SQ FT	10850	$5.00	$54,250.00	$5.00	$54,250.00	$3.90	$42,315.00	$3.20	$34,720.00
67	2521.501	6" CONCRETE WALK	SQ FT	430	$6.00	$2,580.00	$12.00	$5,160.00	$10.00	$4,300.00	$5.20	$2,236.00
68	2531.501	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	170	$16.47	$2,799.90	$22.00	$3,740.00	$30.00	$5,100.00	$34.00	$5,780.00
69	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	3190	$16.00	$51,040.00	$15.00	$47,850.00	$19.50	$62,205.00	$14.50	$46,255.00
70	2531.618	TRUNCATED DOMES	SQ FT	40	$50.00	$2,000.00	$40.00	$1,600.00	$41.00	$1,640.00	$39.00	$1,560.00
71	2533.507	PORTABLE PRECAST CONCR BARRIER DES 8337	LIN FT	1216	$15.00	$18,240.00	$15.00	$18,240.00	$15.50	$18,848.00	$14.50	$17,632.00
72	2533.508	RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	208	$15.00	$3,120.00	$4.00	$832.00	$4.20	$873.60	$4.00	$832.00
73	2545.523	2" NON-METALLIC CONDUIT	LIN FT	480	$4.00	$1,920.00	$5.00	$2,400.00	$5.30	$2,544.00	$10.75	$5,160.00
74	2545.533	DIRECT BURIED LIGHTING CABLE 4 COND NO 4	LIN FT	1840	$7.90	$14,536.00	$6.00	$11,040.00	$8.40	$15,456.00	$10.50	$19,320.00
75	2550.602	ADJUST HANDHOLE	EACH	2	$220.00	$440.00	$200.00	$400.00	$526.00	$1,052.00	$733.50	$1,467.00
76	2550.602	PULL VAULT	EACH	2	$1,200.00	$2,400.00	$900.00	$1,800.00	$1,053.00	$2,106.00	$1,409.00	$2,818.00
77	2550.602	LOOP DETECTOR DESIGN PERFORMED	EACH	2	$800.00	$1,600.00	$1,000.00	$2,000.00	$1,579.00	$3,158.00	$675.00	$1,350.00
78	2550.603	INSTALL CABLE	LIN FT	490	$3.00	$1,470.00	$2.00	$980.00	$2.10	$1,029.00	$7.00	$3,430.00
79	2554.509	GUIDE POST TYPE B	EACH	6	$60.00	$360.00	$75.00	$450.00	$79.00	$474.00	$75.00	$450.00
80	2554.615	IMPACT ATTENUATOR NO 1	ASSEMBLY	4	$2,500.00	$10,000.00	$2,000.00	$8,000.00	$2,106.00	$8,424.00	$2,000.00	$8,000.00
81	2554.615	IMPACT ATTENUATOR NO 2	ASSEMBLY	1	$2,500.00	$2,500.00	$2,200.00	$2,200.00	$2,316.00	$2,316.00	$2,200.00	$2,200.00
82	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	$40,000.00	$40,000.00	$1,000.00	$1,000.00	$5,896.00	$5,896.00	$2,000.00	$2,000.00
83	2563.601	TRAFFIC CONTROL	LUMP SUM	1	$40,000.00	$40,000.00	$15,000.00	$15,000.00	$22,675.00	$22,675.00	$13,900.00	$13,900.00
84	2563.602	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	50	$11.00	$550.00	$10.00	$500.00	$10.50	$525.00	$10.00	$500.00
85	2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	1	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$3,159.00	$3,159.00	$3,000.00	$3,000.00
86	2564.531	SIGN PANELS TYPE C	SQ FT	182	$50.00	$9,100.00	$38.00	$6,916.00	$40.00	$7,280.00	$38.00	$6,916.00
87	2564.531	SIGN PANELS TYPE D	SQ FT	132	$40.00	$5,280.00	$57.00	$7,524.00	$60.00	$7,920.00	$57.00	$7,524.00
88	2564.537	INSTALL SIGN TYPE C	EACH	28	$165.00	$4,620.00	$225.00	$6,300.00	$237.00	$6,636.00	$225.00	$6,300.00
89	2565.511	TRAFFIC CONTROL SIGNAL SYSTEM	SIG SYS	1	$238,000.00	$238,000.00	$250,000.00	$250,000.00	$263,637.00	$263,637.00	$236,244.00	$236,244.00
90	2565.601	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	1	$20,000.00	$20,000.00	$9,000.00	$9,000.00	$5,264.00	$5,264.00	$10,960.00	$10,960.00
91	2565.601	TRAFFIC CONTROL INTERCONNECTION	LUMP SUM	1	$14,000.00	$14,000.00	$7,000.00	$7,000.00	$9,476.00	$9,476.00	$14,573.00	$14,573.00
92	2565.602	APS PEDESTRIAN PUSH BUTTON STATION	EACH	2	$1,000.00	$2,000.00	$1,500.00	$3,000.00	$3,000.00	$6,000.00	$2,671.00	$5,342.00
93	2573.502	SILT FENCE, TYPE HI	LIN FT	3410	$2.50	$8,525.00	$2.00	$6,820.00	$2.60	$8,866.00	$2.50	$8,525.00
94	2573.530	STORM DRAIN INLET PROTECTION	EACH	19	$175.00	$3,325.00	$100.00	$1,900.00	$158.00	$3,002.00	$80.00	$1,520.00
95	2573.560	CULVERT END CONTROLS	EACH	2	$210.00	$420.00	$150.00	$300.00	$158.00	$316.00	$150.00	$300.00
96	2574.508	FERTILIZER TYPE 3	POUND	60	$1.00	$60.00	$5.00	$300.00	$5.00	$300.00	$4.80	$288.00
97	2574.508	FERTILIZER TYPE 4	POUND	110	$1.00	$110.00	$3.00	$330.00	$3.10	$341.00	$3.00	$330.00
98	2575.501	SEEDING	ACRE	0.8	$200.00	$160.00	$3,500.00	$2,800.00	$3,685.00	$2,948.00	$3,500.00	$2,800.00

8/04/15

BID ABSTRACT

CITY OF ROSEVILLE

TH 35W / CLEVELAND AVENUE INTERCHANGE

S.P. 6284-177
S.P. 160-020-025
S.P. 062-646-026

					ENGINEERS ESTIMATE		FOREST LAKE CONTRACTING, INC.		BITUMINOUS ROADWAYS, INC.		MEYER CONTRACTING, INC.	
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
99	2575.502	SEED MIXTURE 35-241	POUND	30	$15.00	$450.00	$28.00	$840.00	$29.00	$870.00	$27.50	$825.00
100	2575.505	SODDING TYPE LAWN	SQ YD	37	$10.00	$370.00	$8.00	$296.00	$5.90	$218.30	$5.60	$207.20
101	2575.505	SODDING TYPE SALT TOLERANT	SQ YD	1290	$10.00	$12,900.00	$7.00	$9,030.00	$6.90	$8,901.00	$6.60	$8,514.00
102	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	3310	$1.50	$4,965.00	$3.00	$9,930.00	$2.30	$7,613.00	$2.20	$7,282.00
103	2582.501	PAVT MSSG (LT ARROW) EPOXY	EACH	7	$130.00	$910.00	$130.00	$910.00	$137.00	$959.00	$175.00	$1,225.00
104	2582.501	PAVT MSSG (RT ARROW) EPOXY	EACH	4	$130.00	$520.00	$130.00	$520.00	$137.00	$548.00	$175.00	$700.00
105	2582.501	PAVT MSSG (RT-THRU ARROW) EPOXY	EACH	2	$175.00	$350.00	$260.00	$520.00	$274.00	$548.00	$290.00	$580.00
106	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	2700	$0.10	$270.00	$0.40	$1,080.00	$0.40	$1,080.00	$0.25	$675.00
107	2582.502	12" SOLID LINE WHITE-PAINT	LIN FT	20	$1.50	$30.00	$4.00	$80.00	$4.20	$84.00	$3.00	$60.00
108	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	120	$0.10	$12.00	$0.40	$48.00	$0.40	$48.00	$0.25	$30.00
109	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	1300	$0.20	$260.00	$0.80	$1,040.00	$0.85	$1,105.00	$0.40	$520.00
110	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	2840	$0.50	$1,420.00	$0.60	$1,704.00	$0.65	$1,846.00	$1.40	$3,976.00
111	2582.502	24" SOLID LINE WHITE-EPOXY	LIN FT	100	$6.50	$650.00	$10.00	$1,000.00	$10.50	$1,050.00	$13.75	$1,375.00
112	2582.502	4" BROKEN LINE WHITE-EPOXY	LIN FT	560	$0.50	$280.00	$0.60	$336.00	$0.65	$364.00	$1.40	$784.00
113	2582.502	4" SOLID LINE YELLOW-EPOXY	LIN FT	1080	$0.50	$540.00	$0.65	$702.00	$0.70	$756.00	$1.40	$1,512.00
114	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	480	$0.85	$408.00	$1.30	$624.00	$1.40	$672.00	$2.80	$1,344.00
115	2582.603	PAVEMENT MARKING SPECIAL	LIN FT	80	$10.00	$800.00	$51.00	$4,080.00	$53.00	$4,240.00	$43.75	$3,500.00
116	2582.618	PAVEMENT MARKING SPECIAL	SQ FT	30	$24.00	$720.00	$35.00	$1,050.00	$37.00	$1,110.00	$48.75	$1,462.50
117	2582.618	CROSSWALK MARKING-EPOXY (WR)	SQ FT	250	$7.00	$1,750.00	$8.00	$2,000.00	$8.30	$2,075.00	$15.25	$3,812.50
					BID TOTAL	**$1,844,968.90**	**BID TOTAL**	**$1,598,448.00**	**BID TOTAL**	**$1,678,150.00**	**BID TOTAL**	**$1,716,392.99**

8/04/15

BID ABSTRACT

CITY OF ROSEVILLE

TH 35W / CLEVELAND AVENUE INTERCHANGE

S.P. 6284-177
S.P. 160-020-025
S.P. 062-646-026

					ENGINEERS ESTIMATE		PARK CONSTRUCTION COMPANY		THOMAS AND SONS CONSTRUCTION		C.S. McCROSSAN CONSTRUCTION, INC.	
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	2021.501	MOBILIZATION	LUMP SUM	1	$50,000.00	$50,000.00	$100,000.00	$100,000.00	$127,700.00	$127,700.00	$95,000.00	$95,000.00
2	2102.502	PAVEMENT MARKING REMOVAL	LIN FT	2400	$1.00	$2,400.00	$0.66	$1,584.00	$0.75	$1,800.00	$0.75	$1,800.00
3	2104.501	REMOVE PIPE CULVERTS	LIN FT	139	$15.00	$2,085.00	$15.50	$2,154.50	$15.00	$2,085.00	$16.50	$2,293.50
4	2104.501	REMOVE WATER MAIN	LIN FT	18	$15.00	$270.00	$47.10	$847.80	$50.00	$900.00	$33.50	$603.00
5	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	19	$15.00	$285.00	$25.20	$478.80	$50.00	$950.00	$13.50	$256.50
6	2104.501	REMOVE CURB & GUTTER	LIN FT	5170	$3.00	$15,510.00	$4.55	$23,523.50	$3.00	$15,510.00	$3.20	$16,544.00
7	2104.501	REMOVE BITUMINOUS CURB	LIN FT	170	$3.00	$510.00	$4.30	$731.00	$1.00	$170.00	$2.70	$459.00
8	2104.501	REMOVE GUARDRAIL-PLATE BEAM	LIN FT	50	$4.00	$200.00	$10.20	$510.00	$20.00	$1,000.00	$11.50	$575.00
9	2104.503	REMOVE CONCRETE WALK	SQ FT	3990	$1.00	$3,990.00	$2.15	$8,578.50	$1.50	$5,985.00	$1.00	$3,990.00
10	2104.503	REMOVE PAVEMENT	SQ FT	23680	$5.00	$118,400.00	$1.70	$40,256.00	$1.65	$39,072.00	$1.10	$26,048.00
11	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ FT	56610	$4.00	$226,440.00	$0.71	$40,193.10	$1.12	$63,403.20	$0.65	$36,796.50
12	2104.505	REMOVE CONCRETE MEDIAN	SQ YD	490	$8.00	$3,920.00	$17.30	$8,477.00	$15.00	$7,350.00	$9.10	$4,459.00
13	2104.507	REMOVE AGGREGATE	CU YD	30	$3.50	$105.00	$36.90	$1,107.00	$2.00	$60.00	$22.50	$675.00
14	2104.509	REMOVE PIPE APRON	EACH	6	$150.00	$900.00	$382.00	$2,292.00	$200.00	$1,200.00	$195.00	$1,170.00
15	2104.509	REMOVE ANCHORAGE ASSEMBLY-PLATE BEAM	EACH	1	$165.00	$165.00	$306.00	$306.00	$1,500.00	$1,500.00	$870.00	$870.00
16	2104.509	REMOVE CASTING	EACH	1	$140.00	$140.00	$125.00	$125.00	$50.00	$50.00	$165.00	$165.00
17	2104.509	REMOVE HANDHOLE	EACH	2	$200.00	$400.00	$255.00	$510.00	$581.06	$1,162.12	$615.00	$1,230.00
18	2104.509	REMOVE GATE VALVE & BOX	EACH	1	$250.00	$250.00	$595.00	$595.00	$1,500.00	$1,500.00	$190.00	$190.00
19	2104.509	REMOVE HYDRANT	EACH	1	$500.00	$500.00	$595.00	$595.00	$1,500.00	$1,500.00	$1,100.00	$1,100.00
20	2104.509	REMOVE DELINEATOR	EACH	5	$29.00	$145.00	$35.70	$178.50	$40.25	$201.25	$41.50	$207.50
21	2104.509	REMOVE SIGN TYPE C	EACH	1	$30.00	$30.00	$35.70	$35.70	$40.25	$40.25	$41.50	$41.50
22	2104.509	REMOVE SIGN TYPE OH	EACH	2	$7,000.00	$14,000.00	$1,570.00	$3,140.00	$2,875.00	$5,750.00	$1,180.00	$2,360.00
23	2104.509	REMOVE SIGNAL SYSTEM	EACH	1	$8,000.00	$8,000.00	$7,350.00	$7,350.00	$6,843.46	$6,843.46	$7,260.00	$7,260.00
24	2104.509	REMOVE ECCENTRIC LOADER BCT	EACH	1	$350.00	$350.00	$408.00	$408.00	$2,500.00	$2,500.00	$875.00	$875.00
25	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	70	$6.50	$455.00	$4.35	$304.50	$8.00	$560.00	$17.50	$1,225.00
26	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2420	$1.75	$4,235.00	$3.05	$7,381.00	$1.50	$3,630.00	$7.25	$17,545.00
27	2104.523	SALVAGE SIGN TYPE C	EACH	28	$50.00	$1,400.00	$35.70	$999.60	$40.25	$1,127.00	$41.50	$1,162.00
28	2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	1	$1,000.00	$1,000.00	$102.00	$102.00	$1,000.00	$1,000.00	$500.00	$500.00
29	2104.601	REMOVE CABLES	LUMP SUM	1	$300.00	$300.00	$511.00	$511.00	$5,164.86	$5,164.86	$5,480.00	$5,480.00
30	2105.501	COMMON EXCAVATION	CU YD	2390	$5.50	$13,145.00	$15.30	$36,567.00	$18.00	$43,020.00	$15.00	$35,850.00
31	2105.507	SUBGRADE EXCAVATION	CU YD	6012	$6.50	$39,078.00	$18.50	$111,222.00	$18.00	$108,216.00	$15.00	$90,180.00
32	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	6599	$15.00	$98,985.00	$25.40	$167,614.60	$18.00	$118,782.00	$26.00	$171,574.00
33	2118.607	AGGREGATE SURFACING (CV) CLASS 2	CU YD	160	$87.00	$13,920.00	$42.60	$6,816.00	$45.00	$7,200.00	$65.00	$10,400.00

BID ABSTRACT

CITY OF ROSEVILLE

TH 35W / CLEVELAND AVENUE INTERCHANGE

S.P. 6284-177
S.P. 160-020-025
S.P. 062-646-026

					ENGINEERS ESTIMATE		PARK CONSTRUCTION COMPANY		THOMAS AND SONS CONSTRUCTION		C.S. McCROSSAN CONSTRUCTION, INC.	
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
34	2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	3490	$25.00	$87,250.00	$35.80	$124,942.00	$25.00	$87,250.00	$35.50	$123,895.00
35	2232.501	MILL BITUMINOUS SURFACE (2.0")	SQ YD	3500	$1.00	$3,500.00	$2.40	$8,400.00	$2.37	$8,295.00	$1.00	$3,500.00
36	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1390	$2.50	$3,475.00	$2.90	$4,031.00	$2.73	$3,794.70	$2.60	$3,614.00
37	2360.501	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TON	2560	$80.00	$204,800.00	$81.70	$209,152.00	$85.26	$218,265.60	$85.00	$217,600.00
38	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)	TON	1640	$65.00	$106,600.00	$67.20	$110,208.00	$71.82	$117,784.80	$82.00	$134,480.00
39	2411.618	MODULAR BLOCK RETAINING WALL	SQ FT	1730	$75.00	$129,750.00	$66.00	$114,180.00	$54.00	$93,420.00	$63.00	$108,990.00
40	2451.507	GRANULAR BEDDING (CV)	CU YD	6	$22.00	$132.00	$80.50	$483.00	$20.00	$120.00	$63.00	$378.00
41	2501.515	15" RC PIPE APRON	EACH	1	$600.00	$600.00	$590.00	$590.00	$900.00	$900.00	$1,050.00	$1,050.00
42	2501.515	18" RC PIPE APRON	EACH	1	$650.00	$650.00	$618.00	$618.00	$1,000.00	$1,000.00	$890.00	$890.00
43	2501.525	58" SPAN RC PIPE-ARCH APRON	EACH	2	$1,800.00	$3,600.00	$1,240.00	$2,480.00	$2,800.00	$5,600.00	$1,780.00	$3,560.00
44	2501.569	18" RC SAFETY APRON	EACH	2	$650.00	$1,300.00	$480.00	$960.00	$850.00	$1,700.00	$955.00	$1,910.00
45	2502.501	4" PRECAST CONCRETE HEADWALL	EACH	1	$165.00	$165.00	$164.00	$164.00	$800.00	$800.00	$465.00	$465.00
46	2502.521	4" TP PIPE DRAIN	LIN FT	10	$4.00	$40.00	$20.60	$206.00	$20.00	$200.00	$57.00	$570.00
47	2502.541	4" PERF TP PIPE DRAIN	LIN FT	1870	$6.00	$11,220.00	$13.50	$25,245.00	$12.00	$22,440.00	$8.60	$16,082.00
48	2503.521	58" SPAN RC PIPE-ARCH SEWER CL IIA	LIN FT	49	$150.00	$7,350.00	$144.00	$7,056.00	$375.00	$18,375.00	$160.00	$7,840.00
49	2503.541	15" RC PIPE SEWER DES 3006 CL V	LIN FT	423	$36.00	$15,228.00	$42.20	$17,850.60	$56.00	$23,688.00	$54.50	$23,053.50
50	2503.541	18" RC PIPE SEWER DES 3006 CL III	LIN FT	93	$38.00	$3,534.00	$45.00	$4,185.00	$90.00	$8,370.00	$60.00	$5,580.00
51	2503.541	24" RC PIPE SEWER DES 3006	LIN FT	10	$46.00	$460.00	$61.00	$610.00	$100.00	$1,000.00	$61.50	$615.00
52	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	6	$700.00	$4,200.00	$1,240.00	$7,440.00	$1,500.00	$9,000.00	$925.00	$5,550.00
53	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	$800.00	$800.00	$1,180.00	$1,180.00	$1,000.00	$1,000.00	$605.00	$605.00
54	2504.602	6" PLUG-DUCTILE IRON	EACH	1	$100.00	$100.00	$351.00	$351.00	$350.00	$350.00	$185.00	$185.00
55	2504.602	6" MEGALUG	EACH	1	$100.00	$100.00	$130.00	$130.00	$100.00	$100.00	$125.00	$125.00
56	2506.501	CONST DRAINAGE STRUCTURE DESIGN F	LIN FT	45	$250.00	$11,250.00	$237.00	$10,665.00	$375.00	$16,875.00	$295.00	$13,275.00
57	2506.501	CONST DRAINAGE STRUCTURE DESIGN G	LIN FT	5	$275.00	$1,375.00	$316.00	$1,580.00	$400.00	$2,000.00	$315.00	$1,575.00
58	2506.501	CONST DRAINAGE STRUCTURE DESIGN H	LIN FT	12	$275.00	$3,300.00	$264.00	$3,168.00	$525.00	$6,300.00	$275.00	$3,300.00
59	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	6	$700.00	$4,200.00	$719.00	$4,314.00	$650.00	$3,900.00	$670.00	$4,020.00
60	2506.501	CONST DRAINAGE STRUCTURE DESIGN SD-84	LIN FT	12	$900.00	$10,800.00	$968.00	$11,616.00	$1,650.00	$19,800.00	$955.00	$11,460.00
61	2506.516	CASTING ASSEMBLY	EACH	14	$650.00	$9,100.00	$769.00	$10,766.00	$850.00	$11,900.00	$895.00	$12,530.00
62	2506.522	ADJUST FRAME & RING CASTING	EACH	5	$600.00	$3,000.00	$417.00	$2,085.00	$500.00	$2,500.00	$415.00	$2,075.00
63	2511.501	RANDOM RIPRAP CLASS III	CU YD	38	$100.00	$3,800.00	$110.00	$4,180.00	$125.00	$4,750.00	$155.00	$5,890.00
64	2511.501	RANDOM RIPRAP CLASS IV	CU YD	29	$110.00	$3,190.00	$110.00	$3,190.00	$125.00	$3,625.00	$155.00	$4,495.00
65	2511.515	GEOTEXTILE FILTER TYPE IV	SQ YD	192	$3.00	$576.00	$2.50	$480.00	$5.00	$960.00	$7.30	$1,401.60

8/04/15

BID ABSTRACT

CITY OF ROSEVILLE

TH 35W / CLEVELAND AVENUE INTERCHANGE

S.P. 6284-177
S.P. 160-020-025
S.P. 062-646-026

					ENGINEERS ESTIMATE		PARK CONSTRUCTION COMPANY		THOMAS AND SONS CONSTRUCTION		C.S. McCROSSAN CONSTRUCTION, INC.	
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
66	2521.501	4" CONCRETE WALK	SQ FT	10850	$5.00	$54,250.00	$3.60	$39,060.00	$3.44	$37,324.00	$4.20	$45,570.00
67	2521.501	6" CONCRETE WALK	SQ FT	430	$6.00	$2,580.00	$10.90	$4,687.00	$8.84	$3,801.20	$12.50	$5,375.00
68	2531.501	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	170	$16.47	$2,799.90	$24.80	$4,216.00	$26.84	$4,562.80	$26.00	$4,420.00
69	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	3190	$16.00	$51,040.00	$18.50	$59,015.00	$19.84	$63,289.60	$18.50	$59,015.00
70	2531.618	TRUNCATED DOMES	SQ FT	40	$50.00	$2,000.00	$38.90	$1,556.00	$50.00	$2,000.00	$45.00	$1,800.00
71	2533.507	PORTABLE PRECAST CONCR BARRIER DES 8337	LIN FT	1216	$15.00	$18,240.00	$14.80	$17,996.80	$16.68	$20,282.88	$17.00	$20,672.00
72	2533.508	RELOCATE PORT PRECAST CONC BAR DES 8337	LIN FT	208	$15.00	$3,120.00	$4.10	$852.80	$4.60	$956.80	$4.70	$977.60
73	2545.523	2" NON-METALLIC CONDUIT	LIN FT	480	$4.00	$1,920.00	$5.10	$2,448.00	$11.91	$5,716.80	$12.50	$6,000.00
74	2545.533	DIRECT BURIED LIGHTING CABLE 4 COND NO 4	LIN FT	1840	$7.90	$14,536.00	$8.15	$14,996.00	$11.46	$21,086.40	$12.00	$22,080.00
75	2550.602	ADJUST HANDHOLE	EACH	2	$220.00	$440.00	$511.00	$1,022.00	$807.05	$1,614.10	$855.00	$1,710.00
76	2550.602	PULL VAULT	EACH	2	$1,200.00	$2,400.00	$1,020.00	$2,040.00	$1,549.57	$3,099.14	$1,640.00	$3,280.00
77	2550.602	LOOP DETECTOR DESIGN PERFORMED	EACH	2	$800.00	$1,600.00	$1,530.00	$3,060.00	$742.50	$1,485.00	$785.00	$1,570.00
78	2550.603	INSTALL CABLE	LIN FT	490	$3.00	$1,470.00	$2.05	$1,004.50	$7.74	$3,792.60	$8.20	$4,018.00
79	2554.509	GUIDE POST TYPE B	EACH	6	$60.00	$360.00	$76.60	$459.60	$86.25	$517.50	$62.50	$375.00
80	2554.615	IMPACT ATTENUATOR NO 1	ASSEMBLY	4	$2,500.00	$10,000.00	$2,040.00	$8,160.00	$2,300.00	$9,200.00	$2,350.00	$9,400.00
81	2554.615	IMPACT ATTENUATOR NO 2	ASSEMBLY	1	$2,500.00	$2,500.00	$2,250.00	$2,250.00	$2,530.00	$2,530.00	$2,590.00	$2,590.00
82	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	$40,000.00	$40,000.00	$7,660.00	$7,660.00	$5,000.00	$5,000.00	$12,000.00	$12,000.00
83	2563.601	TRAFFIC CONTROL	LUMP SUM	1	$40,000.00	$40,000.00	$14,200.00	$14,200.00	$18,500.00	$18,500.00	$16,500.00	$16,500.00
84	2563.602	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	50	$11.00	$550.00	$10.20	$510.00	$11.50	$575.00	$12.00	$600.00
85	2563.602	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	1	$5,000.00	$5,000.00	$3,060.00	$3,060.00	$3,450.00	$3,450.00	$3,530.00	$3,530.00
86	2564.531	SIGN PANELS TYPE C	SQ FT	182	$50.00	$9,100.00	$38.80	$7,061.60	$43.70	$7,953.40	$45.00	$8,190.00
87	2564.531	SIGN PANELS TYPE D	SQ FT	132	$40.00	$5,280.00	$58.20	$7,682.40	$0.10	$13.20	$67.50	$8,910.00
88	2564.537	INSTALL SIGN TYPE C	EACH	28	$165.00	$4,620.00	$230.00	$6,440.00	$258.75	$7,245.00	$265.00	$7,420.00
89	2565.511	TRAFFIC CONTROL SIGNAL SYSTEM	SIG SYS	1	$238,000.00	$238,000.00	$255,700.00	$255,700.00	$259,868.53	$259,868.53	$275,000.00	$275,000.00
90	2565.601	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	1	$20,000.00	$20,000.00	$5,110.00	$5,110.00	$11,395.90	$11,395.90	$12,000.00	$12,000.00
91	2565.601	TRAFFIC CONTROL INTERCONNECTION	LUMP SUM	1	$14,000.00	$14,000.00	$9,190.00	$9,190.00	$16,030.30	$16,030.30	$17,000.00	$17,000.00
92	2565.602	APS PEDESTRIAN PUSH BUTTON STATION	EACH	2	$1,000.00	$2,000.00	$1.00	$2.00	$2,937.77	$5,875.54	$3,120.00	$6,240.00
93	2573.502	SILT FENCE, TYPE HI	LIN FT	3410	$2.50	$8,525.00	$2.50	$8,525.00	$2.77	$9,445.70	$2.80	$9,548.00
94	2573.530	STORM DRAIN INLET PROTECTION	EACH	19	$175.00	$3,325.00	$335.00	$6,365.00	$175.00	$3,325.00	$415.00	$7,885.00
95	2573.560	CULVERT END CONTROLS	EACH	2	$210.00	$420.00	$335.00	$670.00	$125.00	$250.00	$560.00	$1,120.00
96	2574.508	FERTILIZER TYPE 3	POUND	60	$1.00	$60.00	$4.85	$291.00	$5.37	$322.20	$5.40	$324.00
97	2574.508	FERTILIZER TYPE 4	POUND	110	$1.00	$110.00	$3.00	$330.00	$3.33	$366.30	$3.40	$374.00
98	2575.501	SEEDING	ACRE	0.8	$200.00	$160.00	$3,570.00	$2,856.00	$3,955.00	$3,164.00	$3,980.00	$3,184.00

8/04/15

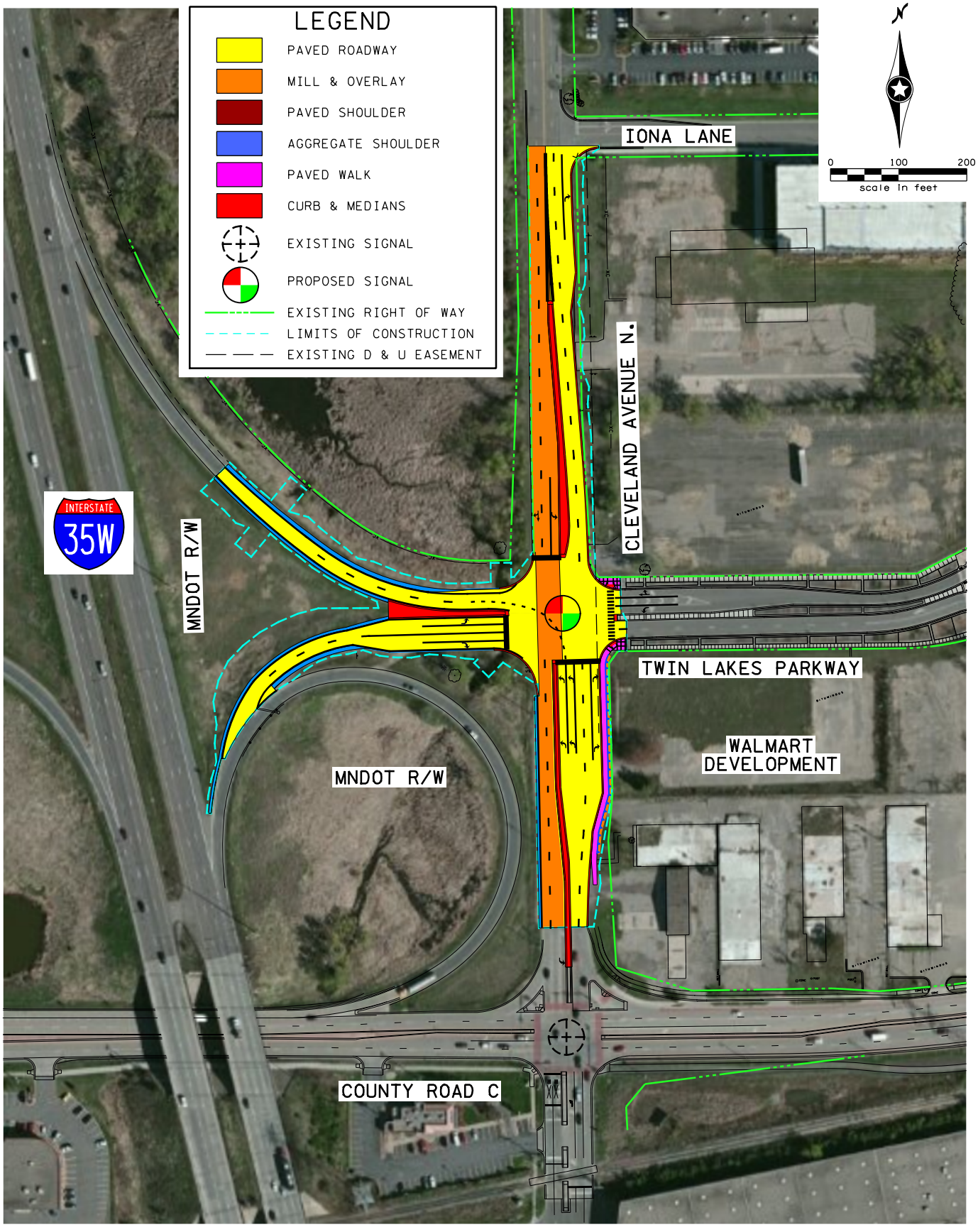
BID ABSTRACT

CITY OF ROSEVILLE

TH 35W / CLEVELAND AVENUE INTERCHANGE

S.P. 6284-177
S.P. 160-020-025
S.P. 062-646-026

					ENGINEERS ESTIMATE		PARK CONSTRUCTION COMPANY		THOMAS AND SONS CONSTRUCTION		C.S. McCROSSAN CONSTRUCTION, INC.	
NO.	ITEM NO.	ITEM	UNIT	QUANTITY	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
99	2575.502	SEED MIXTURE 35-241	POUND	30	$15.00	$450.00	$28.10	$843.00	$31.08	$932.40	$31.50	$945.00
100	2575.505	SODDING TYPE LAWN	SQ YD	37	$10.00	$370.00	$5.70	$210.90	$6.33	$234.21	$6.40	$236.80
101	2575.505	SODDING TYPE SALT TOLERANT	SQ YD	1290	$10.00	$12,900.00	$6.70	$8,643.00	$7.40	$9,546.00	$7.50	$9,675.00
102	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	SQ YD	3310	$1.50	$4,965.00	$2.25	$7,447.50	$2.49	$8,241.90	$2.50	$8,275.00
103	2582.501	PAVT MSSG (LT ARROW) EPOXY	EACH	7	$130.00	$910.00	$133.00	$931.00	$201.25	$1,408.75	$230.00	$1,610.00
104	2582.501	PAVT MSSG (RT ARROW) EPOXY	EACH	4	$130.00	$520.00	$133.00	$532.00	$201.25	$805.00	$230.00	$920.00
105	2582.501	PAVT MSSG (RT-THRU ARROW) EPOXY	EACH	2	$175.00	$350.00	$265.00	$530.00	$333.50	$667.00	$310.00	$620.00
106	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	2700	$0.10	$270.00	$0.41	$1,107.00	$0.29	$783.00	$0.45	$1,215.00
107	2582.502	12" SOLID LINE WHITE-PAINT	LIN FT	20	$1.50	$30.00	$4.05	$81.00	$3.45	$69.00	$5.60	$112.00
108	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	120	$0.10	$12.00	$0.41	$49.20	$0.29	$34.80	$0.45	$54.00
109	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	1300	$0.20	$260.00	$0.82	$1,066.00	$0.46	$598.00	$0.75	$975.00
110	2582.502	4" SOLID LINE WHITE-EPOXY	LIN FT	2840	$0.50	$1,420.00	$0.61	$1,732.40	$1.62	$4,600.80	$1.20	$3,408.00
111	2582.502	24" SOLID LINE WHITE-EPOXY	LIN FT	100	$6.50	$650.00	$10.20	$1,020.00	$15.87	$1,587.00	$14.00	$1,400.00
112	2582.502	4" BROKEN LINE WHITE-EPOXY	LIN FT	560	$0.50	$280.00	$0.61	$341.60	$1.62	$907.20	$1.20	$672.00
113	2582.502	4" SOLID LINE YELLOW-EPOXY	LIN FT	1080	$0.50	$540.00	$0.66	$712.80	$1.62	$1,749.60	$1.30	$1,404.00
114	2582.502	4" DOUBLE SOLID LINE YELLOW-EPOXY	LIN FT	480	$0.85	$408.00	$1.35	$648.00	$3.24	$1,555.20	$2.50	$1,200.00
115	2582.603	PAVEMENT MARKING SPECIAL	LIN FT	80	$10.00	$800.00	$51.40	$4,112.00	$50.26	$4,020.80	$115.00	$9,200.00
116	2582.618	PAVEMENT MARKING SPECIAL	SQ FT	30	$24.00	$720.00	$35.70	$1,071.00	$56.06	$1,681.80	$88.00	$2,640.00
117	2582.618	CROSSWALK MARKING-EPOXY (WR)	SQ FT	250	$7.00	$1,750.00	$8.10	$2,025.00	$17.48	$4,370.00	$15.00	$3,750.00
					BID TOTAL	**$1,844,968.90**	**BID TOTAL**	**$1,799,579.80**	**BID TOTAL**	**$1,850,826.59**	**BID TOTAL**	**$1,886,433.00**



H:\Projects\8587\CAD_BIM\Graphics\8587_project area.dgn

SRF Consulting Group, Inc.

Job #8587
6/29/2015

Project Area

Cleveland Ave & 35W Interchange
City of Roseville

Figure 1

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 8/24/15
Item No.: 8.f

Department Approval

City Manager Approval

Item Description: **Approval of Licenses for Multifamily Rental Dwellings with Five or More Units**

BACKGROUND

Chapter 301 of the City Code requires all licenses to be submitted to the City Council for approval. Per Ordinance #908, Licensing of Multifamily Rental Dwellings with five or more units, the following criteria needs to be satisfied in order to be licensed:

- Application materials correctly submitted.
- Inspections conducted by Roseville Code Enforcement staff completed.
- Noted deficiencies corrected or Memorandum of Understanding (MOU) implemented.
- License fees have been paid.

In the six month renewal cycle completed in June 2015, staff inspected 27 buildings and 220 units. Inspections included the site, building, common areas, and 25% of individual units. Also, 25% of previously inspected units were re-inspected.

During this renewal inspection process, 77 total violations were identified in these buildings. In the 2014 initial inspection cycle 356 total violations were identified in these same buildings. This is approximately an 80% reduction in violations.

The following Multifamily Rental Licenses are submitted for consideration:

2133 Pascal Street (11 Units) – Three Year Renewal – MOU Implemented – License Period – 7/1/15-6/30/18
Property Owner: Fedderson Properties License Fee: $320.00

2125 Pascal Street (11 Units) – Three Year Renewal – MOU Implemented – License Period – 7/1/15-6/30/18
Property Owner: Fedderson Properties License Fee: $320.00

161 Minnesota Avenue (6 Units) – Three Year Renewal – License Period – 7/1/15-6/30/18
Property Owner: Victor Real Estate License Fee: $220.00

2865 Lexington Avenue (8 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Highland Management License Fee: $260.00

2817 Lexington Avenue (8 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Highland Management License Fee: $260.00

2809 Lexington Avenue (8 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Highland Management License Fee: $260.00

2801 Lexington Avenue (8 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Highland Management License Fee: $260.00

2793 Lexington Avenue (8 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Highland Management License Fee: $260.00

2785 Lexington Avenue (8 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Highland Management License Fee: $260.00

2777 Lexington Avenue (8 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Highland Management License Fee: $260.00

2765 Lexington Avenue (8 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Highland Management License Fee: $260.00

204 Capitol Avenue (6 Units) -Three Year Renewal – MOU Implemented - License Period – 7/1/15-6/30/18
Property Owner: Calibre Ridge Ltd. License Fee: $220.00

1045 Larpenteur Avenue (127 Units) -Three Year Renewal - License Period – 7/1/15-6/30/18
Property Owner: Good Neighbor Senior Apartments License Fee: $2,640.00

1625 Eldridge Avenue (11 Units) – Three Year Renewal – License Permit – 7/1/15-6/30/18
Property Owner: Roseville Apts License Fee: $320.00

885 Highway 36 W (32 Units) – One Year Renewal – License Period – 7/1/15-6/30/16
Property Owner: Mailand Properties License Fee: $740.00

There were an additional 13 buildings that were also inspected. These buildings are not forwarded for Council approval at this time due to the detailed MOU's which were necessary for these buildings to develop a timeline for correction of violations. It is anticipated that these licenses will be forwarded to Council in approximately 30 days unless an appeal is filed by the property owners.

Attached is an example of an MOU. An MOU is a document that is utilized to allow buildings to be licensed without requiring all violations to be corrected before license issuance. The MOU lists the deficiencies, obligations, and a timeline to correct the violations. As long as progress is being made towards the correction of violations, within the timeline identified in the MOU, the violations are considered corrected.

Staff has created a presentation detailing the June 2015 Six Month License renewal process. It can be found on the Rental License Program webpage. The following is the link to the presentation:
http://www.cityofroseville.com/DocumentCenter/View/18277

POLICY OBJECTIVE
Required by City Code

FINANCIAL IMPACTS
The correct fees were paid to the City after verification of all applicable requirements of Ordinance #908.

STAFF RECOMMENDATION
Staff has reviewed the applications and has determined that these applicants meet all City requirements of Ordinance #908, Licensing of Multifamily Rental Dwellings, and, recommends approval of these licenses.

REQUESTED COUNCIL ACTION
Motion to approve the above list of Multifamily Rental Dwelling Licenses.

Prepared by: Don Munson, Permit Coordinator

Attachments: Attachment A: Rental License applications
Attachment B: Rental Licenses
Attachment C: Example Memorandum of Understanding
Attachment D: Initial Period Inspection Results Chart
Attachment E: Six Month Renewal Inspection Results Chart

ROSEVILLE

ATTACHMENT A

Community Development Department
Rental License Program
[illegible] Civic Center Drive, Roseville, MN 55113
[illegible]ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015.00011
Fee: $320.00
Receipt #: 418621
Date #: 6/30/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

2133 Pascal St N, Roseville MN 55113-5842

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0	0	11	0	
#_____ Baths _____ Sq. Ft./Bdrm	#_____ Baths _____ Sq. Ft./Bdrm	#11 Baths 740 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **2133 Pascal Street LLC**		Tax ID#:
Owner's Street Address:		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info:
☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☑ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Fedderson Properties

Agent's Street Address (cannot be a PO Box):		City/State:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

I certify that the above information is true and correct. I understand my signature as property owner and property manager will hold me responsible for the maintenance and management of said rental property, including legal action if necessary.

- ☒ I attest I will conduct criminal background checks on all prospective tenants for this property as identified in City Code Section 908.03.B.
- ☒ I attest that all tenant leases will contain Disorderly Behavior Lease Provisions as identified in City Code Section 511.02, 908.03C.
- ☒ I attest that a current Occupancy Register will be maintained as identified in City Code Section 908.03D.
- ☒ I attest that if any changes occur in any information required on the license application, I will submit a new amended license application to the City within 30 calendar days. (i.e. property owner and manager contact name, phone numbers email, etc.)

Some or all of the information that you are asked to provide on the application is classified by State law as either private, public, or confidential. The data will constitute a public record if and when the license is granted. Our purpose and intended use of this information is to annually update our records and records of other governmental agencies required by law. If you refuse to supply the information, the license may not be issued.

The Undersigned acknowledges that this application has been read and that the above is correct and agrees to comply with all the ordinances and laws of the City of Roseville City Code.

Print Name of Property Owner:	Signature of Property Owner:	Date:
Michael Feddersen		4/15/15
Print Name of Local Agent:	Signature of Local Agent:	Date:

Section 6. Important Information

- No License shall be assignable. If any changes occur in ownership, a new license and fee will be required.
- If changes in management or local agent occur you must contact our office with the updated information.
- Rental units may not be occupied without a rental license.
- Your property must have an inspection conducted by a City of Roseville Code Enforcement Officer before a rental license is issued. An inspection time and date will be included in the renewal packet.
- License fees are due by June 30, 2015. You will be invoiced for fees following the building inspection and assignment of license term.
- License fees are non-refundable.
- All rental properties are subject to review and may be required to apply and qualify for a different license type based on the level of compliance with City Codes and applicable regulations.
- **The Minnesota Department of Labor and Industry requires completion and submission of a "Certificate of Compliance" form proving workers' compensation insurance coverage. Please complete and sign the enclosed form and return with your license application.**

Section 7. Did you remember?

- ☐ Completely filled out Workers' Compensation Certificate of Compliance
- ☐ Completely filled out all information in Sections 1-3.
- ☐ Checked all boxes in Section 5,
- ☐ Property Owner and Local Agent (if applicable) have signed application.

Section 8. Preferred Correspondence Contact Method

- ☐ I would prefer future correspondence be mailed.
- ☐ I would prefer future correspondence be sent via email. My Email address:_____

FAILURE TO PROVIDE INFORMATION REQUESTED MAY RESULT IN DENIAL OF YOUR APPLICATION

Mail or drop off application to:

City of Roseville, Community Development Department
Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE

Community Development Department
Rental License Program
[illegible]0 Civic Center Drive, Roseville, MN 55113
[illegible]ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-0002
Fee: $320.00
Receipt #: 418621
Date #: 6/30/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

2125 Pascal St N, Roseville MN 55113-5846

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0	**0**	**11**	**0**	
#_____ Baths _____Sq. Ft./Bdrm	#_____ Baths _____Sq. Ft./Bdrm	#11 Baths 740 Sq. Ft./Bdrms	#_____ Baths _____Sq. Ft./Bdrms	#_____ Baths _____Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **2125 Pascal Street LLC** 2125 Pascal Street LLC		Tax ID#:
Owner's Street Address:		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info:
☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Fedderson Properties

Agent's Street Address (cannot be a PO Box):		City/State:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

I certify that the above information is true and correct. I understand my signature as property owner and property manager will hold me responsible for the maintenance and management of said rental property, including legal action if necessary.

- [x] I attest I will conduct criminal background checks on all prospective tenants for this property as identified in City Code Section 908.03.B.
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- [x] I attest that if any changes occur in any information required on the license application, I will submit a new amended license application to the City within 30 calendar days. (i.e. property owner and manager contact name, phone numbers email, etc.)

Some or all of the information that you are asked to provide on the application is classified by State law as either private, public, or confidential. The data will constitute a public record if and when the license is granted. Our purpose and intended use of this information is to annually update our records and records of other governmental agencies required by law. If you refuse to supply the information, the license may not be issued.

The Undersigned acknowledges that this application has been read and that the above is correct and agrees to comply with all the ordinances and laws of the City of Roseville City Code.

Print Name of Property Owner:	Signature of Property Owner:	Date:
Michael Feddersen		4/15/15
Print Name of Local Agent:	Signature of Local Agent:	Date:

Section 6. Important Information

- No License shall be assignable. If any changes occur in ownership, a new license and fee will be required.
- If changes in management or local agent occur you must contact our office with the updated information.
- Rental units may not be occupied without a rental license.
- Your property must have an inspection conducted by a City of Roseville Code Enforcement Officer before a rental license is issued. An inspection time and date will be included in the renewal packet.
- License fees are due by June 30, 2015. You will be invoiced for fees following the building inspection and assignment of license term.
- License fees are non-refundable.
- All rental properties are subject to review and may be required to apply and qualify for a different license type based on the level of compliance with City Codes and applicable regulations.
- **The Minnesota Department of Labor and Industry requires completion and submission of a "Certificate of Compliance" form proving workers' compensation insurance coverage. Please complete and sign the enclosed form and return with your license application.**

Section 7. Did you remember?

- [x] Completely filled out Workers' Compensation Certificate of Compliance
- [x] Completely filled out all information in Sections 1-3.
- [x] Checked all boxes in Section 5,
- [x] Property Owner and Local Agent (if applicable) have signed application.

Section 8. Preferred Correspondence Contact Method

- [x] I would prefer future correspondence be mailed.
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Mail or drop off application to:

City of Roseville, Community Development Department
Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE

Community Development Department
Rental License Program
2660 Civic Center Drive, Roseville, MN 55113
Phone - 651-792-7013 FAX – 651-792-7070
rentallicense@ci.roseville.mn.us
www.cityofroseville.com

OFFICE USE ONLY

License #: 2015-00028
Fee: $220.00
Receipt #: 417456
Date #: 4/22/15

2015 Rental License Application

Multifamily Buildings with Five or More Units
RENEWAL

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

161 Minnesota Ave, Roseville MN 55113-4703

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0	0	4	2	
#_____ Baths _____Sq. Ft./Bdrm	#_____ Baths _____Sq. Ft./Bdrm	#_____ Baths _____Sq. Ft./Bdrms	#_____ Baths _____Sq. Ft./Bdrms	#_____ Baths _____Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Lonio W Chan**		Tax ID#:
Owner's Street Address:		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info:

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Victor Real Estate

Agent's Street Address (cannot be a PO Box):		City/State:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

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Print Name of Property Owner:	Signature of Property Owner:	Date:
Victor Chen		5/26/15
Print Name of Local Agent:	**Signature of Local Agent:**	**Date:**
Vince Chan		5/28/15

Section 6. Important Information

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City of Roseville, Community Development Department
Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE

Community Development Department
Rental License Program
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[illegible]ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-00003
Fee: $260.00
Receipt #: 416540
Date #: 4/17/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

$260

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

2865 Lexington Ave N, Roseville MN 55113-2008

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0 N/A	2	4	2	N/A
#_____ Baths _____ Sq. Ft./Bdrm	# 1 Baths 900 Sq. Ft./Bdrm	@ # 1 1/2 Baths 1070 Sq. Ft./Bdrms @ # 2 baths 1120 sq. ft.	# 2 1/2 Baths 1275 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Highland Management** Group Inc	Tax ID#:
Owner's Street Address:	City/State:
Phone #1: / Phone #2:	Email:

Ownership Info:
☑ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Arrow Lexington Apartments LLC

Agent's Street Address (cannot be a PO Box):	City/State:
Phone: (Emergency-24 hour contact) / Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

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Print Name of Local Agent:	Signature of Local Agent:	Date:
Mary Schuenke President	Mary Schuenke	3-17-15

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ROSEVILLE

Community Development Department
Rental License Program
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[illegible]ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-00004
Fee: ~~$260.00~~
Receipt #: 414540
Date #: 6/17/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

$260

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

2817 Lexington Ave N, Roseville MN 55113-2008

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0 ~~N/A~~	2	4	2	~~N/A~~
#_____ Baths _____ Sq. Ft./Bdrm	# 1 Baths 900 Sq. Ft./Bdrm	# 1½ Baths 1070 Sq. Ft./Bdrms 2 baths 1120 sq. ft.	# 2½ Baths 1275 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Highland Management Group, Inc**	Tax ID#:
Owner's Street Address:	City/State:
Phone #1:	Phone #2: / Email:

Ownership Info:
☑ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Arrow Lexington Apartments, LLC

Agent's Street Address (cannot be a PO Box):	City/State:
Phone: (Emergency-24 hour contact)	Phone #2: / Email:

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Print Name of Property Owner:	Signature of Property Owner:	Date:
Highland Mgmt Group Inc / Managing agent for Arrow Lexington Apartments LLC		
Print Name of Local Agent:	Signature of Local Agent:	Date:
Mary Schwenke President	Mary Schwenke	3-17-15

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ROSEVILLE

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[illegible]ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-00005
Fee: $260.00
Receipt #: 416540
Date #: 6/17/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

$260

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

2809 Lexington Ave N, Roseville MN 55113-2008

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
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#_____ Baths _____ Sq. Ft./Bdrm	# 1 Baths 900 Sq. Ft./Bdrm	# 1½ Baths 1070 Sq. Ft./Bdrms 2 baths 1120 sq. ft.	# 2½ Baths 1275 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Highland Management Group, Inc.**		Tax ID#:
Owner's Street Address:		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info:
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Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
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Agent's Street Address (cannot be a PO Box):		City/State:
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Mary Schwenke President		3-17-15

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ROSEVILLE

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[illegible]ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-00006
Fee: $260.00
Receipt #: 416540
Date #: 6/17/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

$260

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

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Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
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#_____ Baths _____ Sq. Ft./Bdrm	# 1 Baths 900 Sq. Ft./Bdrm	# 1½ Baths 1070 Sq. Ft./Bdrms 2baths 1120 sq ft	# 2½ Baths 1275 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

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OFFICE USE ONLY

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Fee: $260.00
Receipt #: 416540
Date #: 6/17/15

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RENEWAL

$260

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Highland mgmt Group, Inc/ managing agent for Arlow Lexington Apartments, LLC		
Print Name of Local Agent:	Signature of Local Agent:	Date:
Mary Schwenke President	Mary Schwenke	3-17-15

Section 6. Important Information

- No License shall be assignable. If any changes occur in ownership, a new license and fee will be required.
- If changes in management or local agent occur you must contact our office with the updated information.
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- Your property must have an inspection conducted by a City of Roseville Code Enforcement Officer before a rental license is issued. An inspection time and date will be included in the renewal packet.
- License fees are due by June 30, 2015. You will be invoiced for fees following the building inspection and assignment of license term.
- License fees are non-refundable.
- All rental properties are subject to review and may be required to apply and qualify for a different license type based on the level of compliance with City Codes and applicable regulations.
- **The Minnesota Department of Labor and Industry requires completion and submission of a "Certificate of Compliance" form proving workers' compensation insurance coverage. Please complete and sign the enclosed form and return with your license application.**

Section 7. Did you remember?

- ☑ Completely filled out Workers' Compensation Certificate of Compliance
- ☑ Completely filled out all information in Sections 1-3.
- ☑ Checked all boxes in Section 5,
- ☑ Property Owner and Local Agent (if applicable) have signed application.

Section 8. Preferred Correspondence Contact Method

- ☑ I would prefer future correspondence be mailed.
- ☐ I would prefer future correspondence be sent via email. My Email address:_____

FAILURE TO PROVIDE INFORMATION REQUESTED MAY RESULT IN DENIAL OF YOUR APPLICATION

Mail or drop off application to:

City of Roseville, Community Development Department
Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE

Community Development Department
Rental License Program
[illegible]0 Civic Center Drive, Roseville, MN 55113
ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-00008
Fee: $260.00
Receipt #: 416540
Date #: 4/17/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

$260

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

2785 Lexington Ave N, Roseville MN 55113-2008

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0 N/A	2	4	2	N/A
#_____ Baths _____ Sq. Ft./Bdrm	# 1 Baths 900 Sq. Ft./Bdrm	# 1 1/2 Baths 1070 Sq. Ft./Bdrms 2 baths 1120 sq. ft.	# 2 1/2 Baths 1275 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Highland Management** Group, Inc.		Tax ID#:
Owner's Street Address:		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info:
☑ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Arrow Lexington Apartments, LLC

Agent's Street Address (cannot be a PO Box):		City/State:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

I certify that the above information is true and correct. I understand my signature as property owner and property manager will hold me responsible for the maintenance and management of said rental property, including legal action if necessary.

- [x] I attest I will conduct criminal background checks on all prospective tenants for this property as identified in City Code Section 908.03.B.
- [x] I attest that all tenant leases will contain Disorderly Behavior Lease Provisions as identified in City Code Section 511.02, 908.03C.
- [x] I attest that a current Occupancy Register will be maintained as identified in City Code Section 908.03D.
- [x] I attest that if any changes occur in any information required on the license application, I will submit a new amended license application to the City within 30 calendar days. (i.e. property owner and manager contact name, phone numbers email, etc.)

Some or all of the information that you are asked to provide on the application is classified by State law as either private, public, or confidential. The data will constitute a public record if and when the license is granted. Our purpose and intended use of this information is to annually update our records and records of other governmental agencies required by law. If you refuse to supply the information, the license may not be issued.

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Print Name of Property Owner:	Signature of Property Owner:	Date:
Highland Mgmt Group, Inc / managing agent for Arrow Lexington Apartments, LLC		
Print Name of Local Agent:	Signature of Local Agent:	Date:
Mary Schwenke President	Mary Schwenke	3-17-15

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- [x] Completely filled out Workers' Compensation Certificate of Compliance
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Mail or drop off application to:

City of Roseville, Community Development Department
Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE

Community Development Department
Rental License Program
[illegible]0 Civic Center Drive, Roseville, MN 55113
[illegible]ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-00009
Fee: $260.00
Receipt #: 416540
Date #: 6/17/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

$260

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

2777 Lexington Ave N, Roseville MN 55113-2008

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0 N/A	2	4	2	N/A
#_____ Baths _____ Sq. Ft./Bdrm	# 1 Baths 900 Sq. Ft./Bdrm	# 1½ Baths 1070 Sq. Ft./Bdrms 2 baths 1120 sq. ft.	# 2½ Baths 1275 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Highland Management Group, Inc.**		Tax ID#:
Owner's Street Address:		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info: ☑ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Arrow Lexington Apartments, LLC

Agent's Street Address (cannot be a PO Box):		City/State:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

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- [x] I attest that if any changes occur in any information required on the license application, I will submit a new amended license application to the City within 30 calendar days. (i.e. property owner and manager contact name, phone numbers email, etc.)

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Print Name of Property Owner:	Signature of Property Owner:	Date:
Highland Mgmt Group, Inc / managing agent for Arrowleurgton Apartments, LLC		
Print Name of Local Agent:	Signature of Local Agent:	Date:
Mary Schwenke President	Mary Schwenke	3-17-15

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Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE

Community Development Department
Rental License Program
[illegible]0 Civic Center Drive, Roseville, MN 55113
[illegible]ne - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-00010
Fee: $260.00
Receipt #: 416547
Date #: 6/12/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

$260.00

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

2765 Lexington Ave N, Roseville MN 55113-2008

Efficiency Unit #s:	1 Bedroom Unit #s: 2	2 Bedroom Unit #s: 4	3 Bedroom Unit #s: 2	4 Bedroom Unit #s:
0 N/A	2	4	2	N/A
#_____ Baths _____ Sq. Ft./Bdrm	#_1_ Baths 900 Sq. Ft./Bdrm	#_1½_ Baths 1070 Sq. Ft./Bdrms 2baths 1120 Sq. Ft.	#_2½_ Baths 1275 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Highland Management** Group, Inc.		Tax ID#:
Owner's Street Address: **5290 Villa Way**		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info:
☑ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Arrow Lexington Apartments, LLC

Agent's Street Address (cannot be a PO Box):		City/State:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

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- ☑ I attest that a current Occupancy Register will be maintained as identified in City Code Section 908.03D.
- ☑ I attest that if any changes occur in any information required on the license application, I will submit a new amended license application to the City within 30 calendar days. (i.e. property owner and manager contact name, phone numbers email, etc.)

Some or all of the information that you are asked to provide on the application is classified by State law as either private, public, or confidential. The data will constitute a public record if and when the license is granted. Our purpose and intended use of this information is to annually update our records and records of other governmental agencies required by law. If you refuse to supply the information, the license may not be issued.

The Undersigned acknowledges that this application has been read and that the above is correct and agrees to comply with all the ordinances and laws of the City of Roseville City Code.

Print Name of Property Owner:	Signature of Property Owner:	Date:
Highland Management Group, Inc.	managing agent for Arrow Lexington Apartments LL	
Print Name of Local Agent:	Signature of Local Agent:	Date:
Mary Schwenke President	Mary Schwenke	3-17-15

Section 6. Important Information

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City of Roseville, Community Development Department
Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE

Community Development Department
Rental License Program
2660 Civic Center Drive, Roseville, MN 55113
Phone - 651-792-7013 FAX – 651-792-7070
ntallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015 00013
Fee: $220.00
Receipt #: 417011
Date #: 4/17/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

204 Capitol View, Roseville MN 55113

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s: (6) 210, 212, 214 6 204, 206, 208	4 Bedroom Unit #s:
0	0	0		
#_____ Baths _____ Sq. Ft./Bdrm	#_____ Baths _____ Sq. Ft./Bdrm	#_____ Baths _____ Sq. Ft./Bdrms	# 1.5 Baths 1,310 Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Calibre Ridge LP C/O ICHDE** | Tax ID#:

Owner's Street Address: | City/State:

Phone #1: | Phone #2: | Email:

Ownership Info:
☐ Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
Property Solutions & Services, LLC

Agent's Street Address (cannot be a PO Box): | City/State:

Phone: (Emergency-24 hour contact) | Phone #2: | Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

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- ☒ I attest that a current Occupancy Register will be maintained as identified in City Code Section 908.03D.
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The Undersigned acknowledges that this application has been read and that the above is correct and agrees to comply with all the ordinances and laws of the City of Roseville City Code.

Print Name of Property Owner:	Signature of Property Owner:	Date:
Calibre Ridge L.P	Barbara M McAuliffe	4-13-15
Print Name of Local Agent:	**Signature of Local Agent:**	**Date:**
Property Solutions & Services, LLC	Ed Brin	4-13-15

Section 6. Important Information

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Section 7. Did you remember?

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Roseville, MN 55113

ROSEVILLE

Community Development Department
ntal License Program
2660 Civic Center Drive, Roseville, MN 55113
Phone - 651-792-7013 FAX – 651-792-7070
rentallicense@ci.roseville.mn.us
www.cityofroseville.com

OFFICE USE ONLY
License #: 2014-00165
Fee: $2,640.00
Receipt #: 420633
Date #: 7/16/15
PIN#:

2015 Rental License Application

Multifamily Buildings with Five or More Units

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

1045 Larpenteur Ave W, Roseville MN 55113-6565

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
#_____ Baths _____ Sq. Ft./Unit	#1 Baths 598 Sq. Ft./Unit	#1 Baths 836 Sq. Ft./Unit	#_____ Baths _____ Sq. Ft./Unit	#_____ Baths _____ Sq. Ft./Unit

Section 2. Rental Property Owner Information

Name of Owner(s): Good Neighbor Senior Apt L.L.L.P		Tax ID#:	
Owner's Street Address:	City:	State:	ZIP:
Phone #1:	Phone #2:	Email:	

Ownership Info:
☐ Corporation ☑ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent: Les or Jon Goldblatt

Stanley Management Company LLC

Agent's Street Address (cannot be a PO Box):	City:	State:	ZIP:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:	

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

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Print Name of Property Owner:	Signature of Property Owner:	Date:
Print Name of Local Agent:	**Signature of Local Agent:**	**Date:**
STANley MANAGEMENT Co. L.LC	Lester G. Goldstein	1-29-2015

Section 6. Important Information

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Section 7. Did you remember?

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ROSEVILLE

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2660 Civic Center Drive, Roseville, MN 55113
one - 651-792-7013 FAX – 651-792-7070
rentallicense@cityofroseville.com
www.cityofroseville.com

OFFICE USE ONLY

License #: 2015-00027
Fee: $320.00
Receipt #: 416539
Date #: 6/15/15

2015 Rental License Application

Multifamily Buildings with Five or More Units

RENEWAL

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

1625 Eldridge Ave W, Roseville MN 55113-5631

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0	**5**	**6**	**0**	
#_____ Baths _____Sq. Ft./Bdrm	#__1__ Baths _____Sq. Ft./Bdrm	#__1__ Baths _____Sq. Ft./Bdrms	#_____ Baths _____Sq. Ft./Bdrms	#_____ Baths _____Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): ~~Co~~ **Krishna Jain**		Tax ID#:
Owner's Street Address:		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info:
☐ Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:
KJ Management

Agent's Street Address (cannot be a PO Box):		City/State:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/building)

Section 5. Signatures

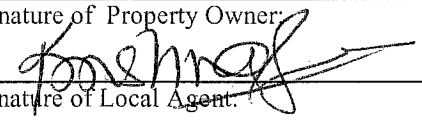
The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

I certify that the above information is true and correct. I understand my signature as property owner and property manager will hold me responsible for the maintenance and management of said rental property, including legal action if necessary.

- ☑ I attest I will conduct criminal background checks on all prospective tenants for this property as identified in City Code Section 908.03.B.
- ☑ I attest that all tenant leases will contain Disorderly Behavior Lease Provisions as identified in City Code Section 511.02, 908.03C.
- ☑ I attest that a current Occupancy Register will be maintained as identified in City Code Section 908.03D.
- ☑ I attest that if any changes occur in any information required on the license application, I will submit a new amended license application to the City within 30 calendar days. (i.e. property owner and manager contact name, phone numbers email, etc.)

Some or all of the information that you are asked to provide on the application is classified by State law as either private, public, or confidential. The data will constitute a public record if and when the license is granted. Our purpose and intended use of this information is to annually update our records and records of other governmental agencies required by law. If you refuse to supply the information, the license may not be issued.

The Undersigned acknowledges that this application has been read and that the above is correct and agrees to comply with all the ordinances and laws of the City of Roseville City Code.

Print Name of Property Owner:	Signature of Property Owner:	Date:
Krishna Jain		3/30/15
Print Name of Local Agent:	Signature of Local Agent:	Date:

Section 6. Important Information

- No License shall be assignable. If any changes occur in ownership, a new license and fee will be required.
- If changes in management or local agent occur you must contact our office with the updated information.
- Rental units may not be occupied without a rental license.
- Your property must have an inspection conducted by a City of Roseville Code Enforcement Officer before a rental license is issued. An inspection time and date will be included in the renewal packet.
- License fees are due by June 30, 2015. You will be invoiced for fees following the building inspection and assignment of license term.
- License fees are non-refundable.
- All rental properties are subject to review and may be required to apply and qualify for a different license type based on the level of compliance with City Codes and applicable regulations.
- **The Minnesota Department of Labor and Industry requires completion and submission of a "Certificate of Compliance" form proving workers' compensation insurance coverage. Please complete and sign the enclosed form and return with your license application.**

Section 7. Did you remember?

- ☑ Completely filled out Workers' Compensation Certificate of Compliance
- ☑ Completely filled out all information in Sections 1-3.
- ☑ Checked all boxes in Section 5,
- ☑ Property Owner and Local Agent (if applicable) have signed application.

Section 8. Preferred Correspondence Contact Method

- ☑ I would prefer future correspondence be mailed.
- ☐ I would prefer future correspondence be sent via email. My Email address:_____

FAILURE TO PROVIDE INFORMATION REQUESTED MAY RESULT IN DENIAL OF YOUR APPLICATION

Mail or drop off application to:

City of Roseville, Community Development Department
Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ROSEVILLE

Community Development Department
Rental License Program
2660 Civic Center Drive, Roseville, MN 55113
Phone - 651-792-7013 FAX – 651-792-7070
rentallicense@ci.roseville.mn.us
www.cityofroseville.com

OFFICE USE ONLY
License #: 2015-00002
Fee: $74.00
Receipt #: 41997
Date #: 1/13/15

2015 Rental License Application

Multifamily Buildings with Five or More Units
RENEWAL

Section 1. Rental Property Information (please fill out a separate application per building address)

Rental Property Address (street address of building and ZIP):

885 Highway 36 W, Roseville MN 55113-4401

Efficiency Unit #s:	1 Bedroom Unit #s:	2 Bedroom Unit #s:	3 Bedroom Unit #s:	4 Bedroom Unit #s:
0	16	15	1	
#_____ Baths _____ Sq. Ft./Bdrm	#_____ Baths _____ Sq. Ft./Bdrm	#_____ Baths _____ Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms	#_____ Baths _____ Sq. Ft./Bdrms

Section 2. Rental Property Owner Information

Name of Owner(s): **Mailand Mgmt Corp**		Tax ID#:
Owner's Street Address:		City/State:
Phone #1:	Phone #2:	Email:

Ownership Info:
☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other Business Entity

Section 3. Local Agent Responsible for Maintenance and Management of this Rental Property

Name of Local Agent:		
Agent's Street Address (cannot be a PO Box):		City/State:
Phone: (Emergency-24 hour contact)	Phone #2:	Email:

Section 4. Fee Calculation - Multifamily Rental License Fee ($20.00/unit + $100.00/bu. ng)

Section 5. Signatures

The undersigned hereby applies for a Multifamily Rental License as required by Title 9, Chapter 908, City Code of the City of Roseville; acknowledges the provisions of Title 9, Chapter 908 have been reviewed; and attests the subject premises will be operated and maintained according to the requirements contained therein, subject to applicable sanctions and penalties. The undersigned agrees that the subject premises may be inspected by the Code Enforcement Officer as provided in Title 9, Chapter 908 of the City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of Roseville to investigate any or all statements or facts contained herein acknowledging that the misrepresentation or the omission of fact called for will be just cause for the suspension or revocation of the license.

I certify that the above information is true and correct. I understand my signature as property owner and property manager will hold me responsible for the maintenance and management of said rental property, including legal action if necessary.

- [x] I attest I will conduct criminal background checks on all prospective tenants for this property as identified in City Code Section 908.03.B.
- [x] I attest that all tenant leases will contain Disorderly Behavior Lease Provisions as identified in City Code Section 511.02, 908.03C.
- [x] I attest that a current Occupancy Register will be maintained as identified in City Code Section 908.03D.
- [x] I attest that if any changes occur in any information required on the license application, I will submit a new amended license application to the City within 30 calendar days. (i.e. property owner and manager contact name, phone numbers email, etc.)

Some or all of the information that you are asked to provide on the application is classified by State law as either private, public, or confidential. The data will constitute a public record if and when the license is granted. Our purpose and intended use of this information is to annually update our records and records of other governmental agencies required by law. If you refuse to supply the information, the license may not be issued.

The Undersigned acknowledges that this application has been read and that the above is correct and agrees to comply with all the ordinances and laws of the City of Roseville City Code.

Print Name of Property Owner:	Signature of Property Owner:	Date:
Gregory M. Lund	Gregory Lund	4-23-15
Print Name of Local Agent:	Signature of Local Agent:	Date:

Section 6. Important Information

- No License shall be assignable. If any changes occur in ownership, a new license and fee will be required.
- If changes in management or local agent occur you must contact our office with the updated information.
- Rental units may not be occupied without a rental license.
- Your property must have an inspection conducted by a City of Roseville Code Enforcement Officer before a rental license is issued. An inspection time and date will be included in the renewal packet.
- License fees are due by June 30, 2015. You will be invoiced for fees following the building inspection and assignment of license term.
- License fees are non-refundable.
- All rental properties are subject to review and may be required to apply and qualify for a different license type based on the level of compliance with City Codes and applicable regulations.
- **The Minnesota Department of Labor and Industry requires completion and submission of a "Certificate of Compliance" form proving workers' compensation insurance coverage. Please complete and sign the enclosed form and return with your license application.**

Section 7. Did you remember?

- [x] Completely filled out Workers' Compensation Certificate of Compliance
- [x] Completely filled out all information in Sections 1-3.
- [x] Checked all boxes in Section 5,
- [x] Property Owner and Local Agent (if applicable) have signed application.

Section 8. Preferred Correspondence Contact Method

- [x] I would prefer future correspondence be mailed.
- [ ] I would prefer future correspondence be sent via email. My Email address:_____

FAILURE TO PROVIDE INFORMATION REQUESTED MAY RESULT IN DENIAL OF YOUR APPLICATION

Mail or drop off application to:

City of Roseville, Community Development Department
Rental License Program
2660 Civic Center Drive
Roseville, MN 55113

ATTACHMENT B

RENTAL LICENSE

No.: 2015-00011
Date: 06/30/2015

Name of Licensee : 2133 Pascal Street LLC
2133 Pascal Street LLC
45 Lexington Parkway N
ST. PAUL, MN 55104-

Business Type : Multifamily Rental License

Premise Address :
2133 PASCAL ST N
ROSEVILLE, MN 55113-5842

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	220.00
Total Fee Paid	320.00

Requirement ➡ / License Type ⬇	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

Neither the City, its designees, City Council, or its officers, agents, or employees warrant or guarantee the safety, fitness, or suitability of any MRD in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.

This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

No.: 2015-00012
Date: 06/30/2015

Name of Licensee : 2125 PASCAL STREET LLC
2125 Pascal Street LLC
45 Lexington Parkway N
ST. PAUL, MN 55104-

Business Type : Multifamily Rental License

Premise Address :
2125 PASCAL ST N
ROSEVILLE, MN 55113-5846

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	220.00
Total Fee Paid	320.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

No.: 2015-00028
Date: 06/22/2015

Name of Licensee : Victor Real Estate
2095 Como Avenue
ST. PAUL, MN 55108-

Business Type : Multifamily Rental License

Premise Address :
161 MINNESOTA AVE W
ROSEVILLE, MN 55113-4703

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	120.00
Total Fee Paid	220.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

No.: 2015-00003

Name of Licensee : Arrow Lexington Apartments Ll
5290 Villa Way
Edina, MN 55436-2153

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
2865 LEXINGTON AVE N
ROSEVILLE, MN 55113-2000

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	160.00
Total Fee Paid	260.00

Requirement ⇒ / License Type ⇓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

ROSEVILLE

RENTAL LICENSE

No.: 2015-00004

Name of Licensee : Arrow Lexington Apartments Ll
5290 Villa Way
Edina, MN 55436-2153

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
2817 LEXINGTON AVE N
ROSEVILLE, MN 55113-2000

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	160.00
Total Fee Paid	260.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

No.: 2015-00005

Name of Licensee : Arrow Lexington Apartments Ll
5290 Villa Way
Edina, MN 55436-2153

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
2809 LEXINGTON AVE N
ROSEVILLE, MN 55113-2000

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	160.00
Total Fee Paid	260.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

ROSEVILLE

RENTAL LICENSE

No.: 2015-00006

Name of Licensee : Arrow Lexington Apartments Ll
5290 Villa Way
Edina, MN 55436-2153

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
2801 LEXINGTON AVE N
ROSEVILLE, MN 55113-2000

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	160.00
Total Fee Paid	260.00

Requirement / License Type	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

ROSEVILLE

RENTAL LICENSE

No.: 2015-00007

Name of Licensee : Arrow Lexington Apartments Ll
5290 Villa Way
Edina, MN 55436-2153

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
2793 LEXINGTON AVE N
ROSEVILLE, MN 55113-2000

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	160.00
Total Fee Paid	260.00

Requirement / License Type	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

No.: 2015-00008

Name of Licensee : Arrow Lexington Apartments Ll
5290 Villa Way
Edina, MN 55436-2153

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
2785 LEXINGTON AVE N
ROSEVILLE, MN 55113-2000

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	160.00
Total Fee Paid	260.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

No.: 2015-00009

Name of Licensee : Arrow Lexington Apartments Ll
5290 Villa Way
Edina, MN 55436-2153

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
2777 LEXINGTON AVE N
ROSEVILLE, MN 55113-2000

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	160.00
Total Fee Paid	260.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

No.: 2015-00010

Name of Licensee : Arrow Lexington Apartments Ll
5290 Villa Way
Edina, MN 55436-2153

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
2765 LEXINGTON AVE N
ROSEVILLE, MN 55113-2000

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	160.00
Total Fee Paid	260.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

Name of Licensee : Calibre Ridge Ltd Partnership
708 lst St N Ste 241
Minneapolis, MN 55401-3825

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
204 CAPITOL VIEW W
ROSEVILLE, MN 55113-4733

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal -MOU Implemented

No.: 2015-00013

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	120.00
Total Fee Paid	220.00

Requirement / License Type	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

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This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

Name of Licensee : Good Neighbor Senior Apts Limited P
1288 Kenilworth Ct
Woodbury, MN 55125-2330

Date: 07/20/2015

Business Type : Multifamily Rental License

Premise Address :
1045 LARPENTEUR AVE W
ROSEVILLE, MN 55113-6565

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal

No.: 2014-00165

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	2,540.00
Total Fee Paid	2,640.00

Requirement ➡ / License Type ⬇	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

Neither the City, its designees, City Council, or its officers, agents, or employees warrant or guarantee the safety, fitness, or suitability of any MRD in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.

This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

Name of Licensee : Roseville Apts
478 Hazel St N Suite 101
Roseville, MN 55119-2147

Date: 06/17/2015

Business Type : Multifamily Rental License

Premise Address :
1625 ELDRIDGE AVE W
ROSEVILLE, MN 55113-5631

License Period : 07/01/2015 THRU 06/30/2018

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : Three Year Renewal

No.: 2015-00027

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	220.00
Total Fee Paid	320.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

Neither the City, its designees, City Council, or its officers, agents, or employees warrant or guarantee the safety, fitness, or suitability of any MRD in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.

This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

RENTAL LICENSE

No.: 2015-00002
Date: 07/13/2015

Name of Licensee : Mailand Properties Lp
149 Thompson E Ste 210
West St Paul, MN 55118-3238

Business Type : Multifamily Rental License

Premise Address :
885 HIGHWAY 36 W
ROSEVILLE, MN 55113-4401

License Period : 07/01/2015 THRU 06/30/2016

In accordance with provisions of the CITY OF ROSEVILLE Ordinance(s) the above-named licensee is granted the following license(s):

License Type : One Year Renewal - MOU Implemented

	Amount
Rental License Fee - Per Building	100.00
Rental License Fee - Per Unit	640.00
Total Fee Paid	740.00

Requirement → / License Type ↓	Inspections and Licensing Fee	Memorandum of Understanding	Monthly Updates
Three Year	Once every 3 years	Optional	Optional
Two Year	Once every 2 years	Optional	Optional
One Year	Once a year	Optional	Optional
Six Month	Once every 6 months	Required	Required

Neither the City, its designees, City Council, or its officers, agents, or employees warrant or guarantee the safety, fitness, or suitability of any MRD in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.

This Certificate of License is hereby issued conditioned that said licensee shall comply with all the requirements set forth in the City code and the laws of the State of Minnesota.

A License issued under this Certificate may be suspended or revoked for violations thereof.

Don Munson, Permit Coordinator

PLEASE POST IN A CONSPICUOUS PLACE

EXAMPLE ATTACHMENT C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is agreed to by and between the City of Roseville ("City") and **ABC, LLC** pursuant to Chapter 908 of the Roseville City Code.

Recitals

WHEREAS, **ABC, LLC** is the lawful owner of residential rental properties located within the City at the addresses more fully described below ("Subject Property");

WHEREAS, such properties are subject to the licensing regulations contained within Chapter 908 of City Code;

WHEREAS, on **May 12 & 13, 2015**, the Subject Property was inspected by City personnel pursuant to Chapter 908;

WHEREAS, City personnel identified certain deficiencies on the Subject Property related to City zoning, health, building, nuisance, and property maintenance ordinances and/or regulations ("Deficiencies");

WHEREAS, such Deficiencies negatively impact the issuance of a license or the licensing classification of the Subject Property pursuant to Chapter 908;

WHEREAS, City personnel and **ABC, LLC** and/or its agent(s) have met and conferred regarding the identified Deficiencies and the actions that must be completed ("Obligations") in order for the Subject Property to achieve compliance with Chapter 908 and the parties' mutually desired license issuance and classification ("Results"); and

WHEREAS, the City and **ABC, LLC** desire to memorialize in writing their mutual understanding and agreement regarding the Deficiencies and Obligations related to the desired licensing Results for the Subject Property.

NOW, THEREFORE, the City and **ABC, LLC** understand and agree to the provisions of the following Memorandum of Understanding.

1. SUBJECT PROPERTY. The properties for which this Memorandum of Understanding applies are located at:

XX1 Ave N	**XX4 Ave N**	**XX7 Ave N**
XX2 Ave N	**XX5 Ave N**	**XX8 Ave N**
XX3 Ave N	**XX6 Ave N**	**Roseville, MN 55113**

2. DEFICIENCIES. The Subject Property was identified to possess the following violations of City zoning, health, building, nuisance, and/or property maintenance ordinances and/or regulations:
    1. XX1 Unit C - Living room area appears to be being used as a sleeping area – If management allows this use then a Smoke/Carbon Monoxide Detector is required to be installed per City Code.
    2. XX2 Unit G – No access granted to mechanical room – personal items blocked door from opening
    3. XX3 Unit G – No safe, clear path of travel to egress – Minimum 36" clear path required - items on stairs in stairwell and hallways
    4. XX4 Unit G – Upstairs bath faucet at sink requires maintenance – cold water side works intermittently

5. **Please note:** An Additional Smoke Detector will be required on EVERY level of multi-level units (example – Units B,C,G,F) – Please contact staff for clarification
6. Paint failing on Exterior surfaces and trim
7. XX1 Trip Hazards on sidewalks
8. XX2 Unit A & Unit H – Vinyl dryer exhaust duct
9. XX2 Unit H – Bathroom exhaust fan requires maintenance

3. OBLIGATIONS. The owner of Subject Property understands and agrees to complete the following actions in the manner and time frame set forth below:
   - **PAINT OR COVER exterior wood surfaces within 180 Days of the signing of this Memorandum.**
   - **Repair/Replace deteriorated sidewalks with trip hazards within 180 Days of the signing of this Memorandum.**
   - **Add required smoke detectors immediately**
   - **Correct all noted deficiencies within timeframes listed on Inspection Report.**

4. RESULTS.
   a. In the event of timely and satisfactory adherence to the above-stated Obligations, future licensing 'type' calculations at, license renewals will be tabulated without the above violations included.
   b. In the event of untimely and unsatisfactory adherence to the above-stated Obligations, City personnel will recommend to the Roseville City Council that pursuant to Chapter 908, the License type of any non-compliant buildings revert to a Type D License, with all the resulting obligations as set forth in Chapter 908 of the City Code.

ADDITIONAL UNDERSTANDING

5. This Memorandum of Understanding shall be effective as of **July 1, 2015**.

6. The owner and authorized agents of the Subject Property expressly agree and understand that failure to timely and satisfactorily complete any of the Obligations set forth in this Memorandum of Understanding may result, pursuant to Chapter 908, in denial, suspension, revocation, or other adverse licensing decision by the Roseville City Council.

7. In the event of an adverse licensing decision as described in paragraph 6 above, this Memorandum of Understanding does not interfere with any notice, hearing, or appeal rights available to the owner of the Subject Property as contained within Chapter 908.

8. This Memorandum of Understanding is subject to amendment only by mutual written consent by the parties.

9. The undersigned representative of the Subject Property, if not the legal owner of the Subject Property, covenants that he/she has express authority to execute this Memorandum of Understanding on behalf of the owner of the Subject Property.

CITY OF ROSEVILLE

Date:_____ _____

(Name) (Title)

ABC, LLC

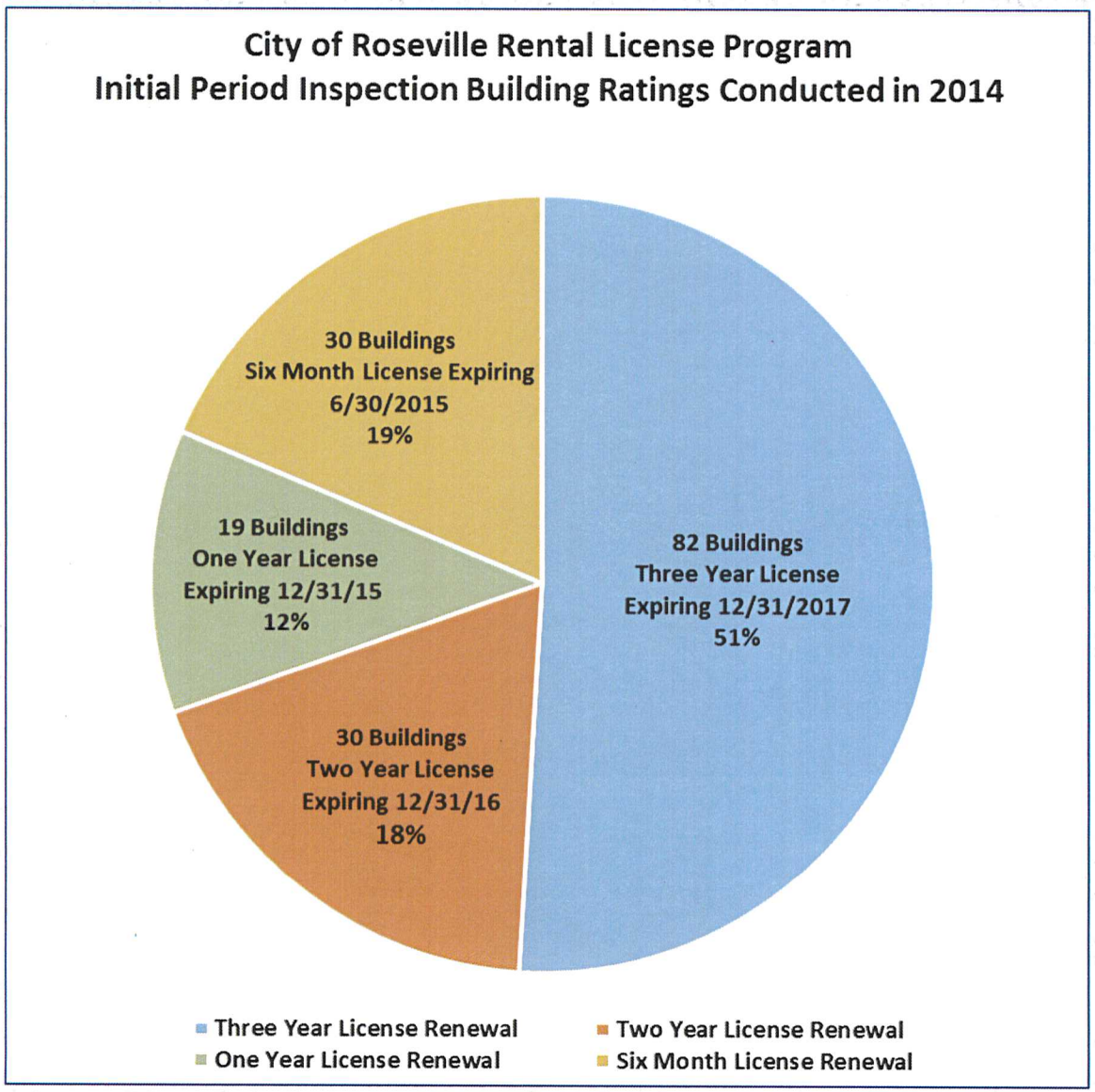
Date:_____ _____

(Name) (Title)

ATTACHMENT D

Rental License Program

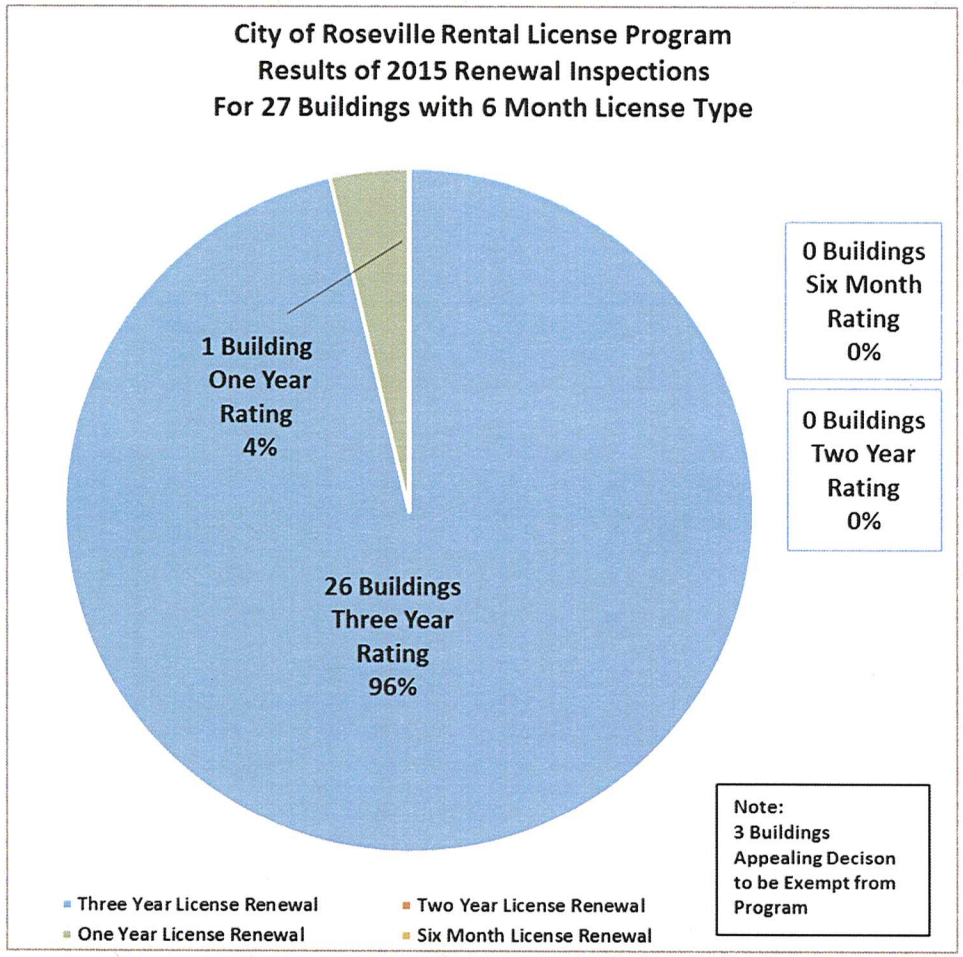
Initial Period Inspection Results



ATTACHMENT E

Rental License Program

Six Month Renewal Inspection Results



REQUEST FOR COUNCIL ACTION

Date: August 24, 2015
Item No.: 8.g

Department Approval	City Manager Approval

Item Description: Resolution Approving TH 36 at Lexington Ave Bridge Project Cooperative Construction Agreement No. 06980

BACKGROUND

The Minnesota Department of Transportation has been working on the design of a new bridge at the interchange of Trunk Highway (TH) 36 and Lexington Ave. The project is set to accept bids this fall for construction next year. The project will replace the existing bridge with two new bridges (one for eastbound TH 36 and one for westbound TH 36), reconstruct the on and off ramps, and replace the traffic signal systems at the two ramp intersections. A new sidewalk will also be constructed between the two ramps on the east side of Lexington Ave. Finally, significant stormwater devices will be constructed to meet watershed requirements and help with some historic flooding issues in the area.

The project will require closing Lexington Ave between the ramps approximately from the middle of May 2016 to about the end of September of 2016. The final closure will be dependent on the contractor's overall schedule. Mn/DOT and the City have been working closely with the Roseville school district to coordinate the impacts of this closure on their operations. MnDOT will start working with area businesses and residents to communicate this closure.

The project is being bid with what MnDOT calls an "A+B" process. In this case, MnDOT assigns a daily cost of the road closure at $10,000 per day with a minimum closure of Lexington Ave at 90 days and a maximum closure of 150 days. The cost of the construction project, A, is added to the cost of the closure over 90 days, B, to reach a total bid price. If a contractor indicates a total closure of 100 days, then $100,000 (B) is added to their bid price (A). This gives the contractor incentive to open the roadway as soon as possible. They will also be charged that $10,000 per day if they exceed their indicated closure timeline.

The attached Cooperative Construction Agreement is an agreement between the City of Roseville, Ramsey County and the Minnesota Department of Transportation (MnDOT) detailing the maintenance responsibilities and cost participation of the three agencies for the final improvements. Most of the terms within this agreement align with MnDOT's and Ramsey County's cost participation policies.

According to the agreement, the City of Roseville is responsible for 50% of the cost of the new sidewalk on the east side of Lexington Ave and 100% of the cost of the under bridge lighting. The City is also responsible for the ongoing electrical costs of each signal system and the lighting in the area. We currently pay for these electric expenses on the existing signal system. The overall energy costs should be lower as all of the new signal indications as well as all new lighting will use LED technology.

Aside from paying for the ongoing electrical costs, the City is responsible for the long term maintenance costs of the overhead lighting, the under bridge lighting, and the sidewalk and trail along each side of Lexington. We currently maintain the trail along the west side of Lexington.

FINANCIAL IMPACTS

The total estimated cost to the City, including an 8% add on for contract administration and inspection costs for the City elements, is $22,444.56. City staff recommends using Municipal State Aid funds to cover this cost, which we are allowed to spend on County State Aid and Trunk Highway projects.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached resolution approving MnDOT Cooperative Construction Agreement No. 06980.

REQUESTED COUNCIL ACTION

Motion to approve the attached resolution approving MnDOT Cooperative Construction Agreement No. 06980.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Resolution
B: Agreement
C: Project Layout

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 24th day of August, 2015, at 6:00 p.m.

The following members were present: ; and the following were absent: .

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION No.

RESOLUTION APPROVING MnDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 06980

WHEREAS, the Minnesota Department of Transportation is reconstructing the bridge(s) and interchange at Trunk Highway (TH) 36 and County State Aid Highway 51 (Lexington Ave); and,

WHEREAS, elements of this project impact City of Roseville infrastructure and construct new components of City infrastructure; and,

WHEREAS, the project will be funded with City of Roseville, Trunk Highway and County State Aid funds; and,

WHEREAS, it is necessary to enter into an agreement to provide for payment by the City to the State of the City's share of the project costs and long term maintenance responsibilities of all parties on State Project No. 6212-148.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville enter into MnDOT Agreement No. 06980 with the State of Minnesota, Department of Transportation and Ramsey County.

IT IS FURTHER RESOLVED that the Mayor and the City Manager are authorized to execute the Agreement and any amendments to the Agreement.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon 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)
) 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 August, 2015, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of August, 2015.

_____
Patrick Trudgeon, City Manager

(Seal)

MnDOT Contract No: **06980**

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF ROSEVILLE
And
RAMSEY COUNTY
TRAFFIC CONTROL SIGNAL AGREEMENT

State Project Number (S.P.):	**6212-148**	**City:**	**Total Obligation**	**$22,444.56**
Trunk Highway Number (T.H.):	**36=118**			
State Aid Project (S.A.P.):	**062-651-049**			
State Aid Project (S.A.P.):	**160-020-027**			
Bridge WB Number:	**62731**			
Bridge EB Number:	**62734**			
Lighting System Feed Point No.	**"City"**	**County:**	**Total Obligation**	**$239,382.00**
Signal System ID – System A	**20629**			
Signal System ID – System B	**20628**			

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Roseville acting through its City Council ("City") and Ramsey County acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bituminous milling and surfacing, signals, lighting, TMS, Bridge No. 62731 and Bridge No. 62734 construction and other associated construction upon, along and adjacent to Trunk Highway No. 36 from Hamline Avenue to 500 feet east of Victoria Avenue according to State-prepared plans, specifications and special provisions designated by the State as State Aid Projects No. 062-651-049, 160-020-027 and State Project No. 6212-148 (T.H. 36=118)("Project"); and
2. The State will remove the existing Traffic Control Signal(s) and install new Traffic Control Signal(s) with Signal Pole Mounted Luminaires, and Signing ("Signal System(s)") and Interconnect, on Trunk Highway No. 36 at County State Aid Highway No. 51 (Lexington Avenue) North Ramp, and on Trunk Highway No. 36 at County State Aid Highway No. 51 (Lexington Avenue) South Ramp and for the LED underpass luminaires under Trunk Highway No. 36 at Lexington Avenue in the City of Roseville, according to State-prepared plans, specifications and special provisions designated by the State as State Aid Projects No. 062-651-049, 160-020-027 and State Project No. 6212-148 (T.H. 36)("Project"); and
3. The State will install Emergency Vehicle Pre-emption System(s) ("EVP System(s)") and Accessible Pedestrian Signals ("APS"), for Signal System A and Signal System B; and
4. The State's operation and maintenance responsibilities for the Signal System will be covered under this Agreement and will be performed by the County on a reimbursable basis with the State.
5. The City wishes to participate in the costs of the LED underpass luminaires, sidewalk construction and associated construction engineering; and
6. The County wishes to participate in the costs of the Signal System(s), APS, and Interconnect construction and associated construction engineering; and
7. The County and the State will participate in the operation and maintenance of the new Signal System(s), APS, EVP System(s) and Interconnect; and

8. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

1.1. ***Effective date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 10. Liability; Worker Compensation Claims; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure. The terms and conditions set forth in Article 5. Signal System(s) and EVP System(s) Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

1.4. ***Plans, Specifications, Special Provisions.*** Plans, specifications and special provisions designated by the State as State Aid Projects No. 062-651-049, 160-020-027 and State Project No. 6212-148 (T.H. 36=118) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

1.5. ***Exhibits.*** Preliminary Schedule "I" is on file in the office of the City Engineer and County Engineer and incorporated into this Agreement by reference.

2. Construction by the State

2.1. ***Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. ***Direction, Supervision and Inspection of Construction.*** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

2.3. ***Plan Changes, Additional Construction, Etc.***

A. The State will make changes in the Project Plans and contract construction, which may include City and County participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City and or County officials of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City and or County participation construction covered under this Agreement.

B. The City and or County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

2.4. ***Satisfactory Completion of Contract.*** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. ***Permits***

A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).

B. ***Limited Use Permit.*** The City will obtain, through the District's Right of Way Area Manager, a Limited Use Permit No. 6212-0073 to cover the City's liability responsibilities of the trail crossing under Trunk Highway No. 36 at Lexington Avenue to be constructed upon the State right-of-way.

2.6. ***Replacement of Castings***. Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City.

Upon completion of the project, the City will provide the following without cost or expense to the State:

3.1. Sidewalks. Maintenance of County State Aid Highway No. 51 (Lexington Avenue), north and south ramp sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, graffiti, and debris removal, patching, crack repair, panel replacement and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

3.2. ***Municipal Utilities.*** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

3.3. Lighting. Maintenance and ownership of under bridge luminaires lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

3.4. ***Bikeways/Shared Use Paths.*** Maintenance of any bikeways and shared use paths construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. Maintenance for that portion of the Bikeway/Shared use Path to be construction upon the Trunk Highway right-of-way will be according to the Limited Use Permit No. 6212-0073 on file in the office of the State's District Engineer.

3.5. ***Additional Drainage.*** None of the parties to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other parties. The drainage areas served by the storm sewer facilities constructed under the construction

contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

4. Maintenance by the County.

Upon completion of the project, the County will provide the following without cost or expense to the State:

4.1. ***Roadways.*** Maintenance of County State Aid Highway No. 51 (Lexington Avenue). Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted County maintenance practices.

4.2. ***Storm Sewers.*** Routine maintenance of County State Aid Highway No. 51 (Lexington Avenue) storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of minor erosion problems; minor structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.

Upon completion of the Project the County shall, at its own cost and expense, retain ownership and maintenance responsibilities for those portions of the roadway storm sewer drainage system functioning as catch basins and associated lead pipes that are within or between the outermost curb lines of the County roadways as well as those within the radius return limits of intersecting municipal streets.

4.3. ***Additional Drainage.*** None of the parties to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other parties. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

5. Signal System(s) and EVP System(s) Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System(s) and EVP System(s) on T.H. 36 at C.S.A.H. 51 (Lexington Avenue) South Ramp (System "A"), and on T.H. 36 at C.S.A.H. (Lexington Avenue) North Ramp (System "B"), and for the Interconnect on T.H. 36 from South Ramps (System "A") to Trunk Highway No. 36 North Ramps (System "B"); and for the new LED Underpass Luminaires under Trunk Highway No. 36 on County State Aid Highway No. 51 (Lexington Avenue).

5.1. ***City Responsibilities***

A. ***Power.*** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System(s), EVP System(s), and Interconnect and the new LED Underpass Luminaires.

B. ***Minor Signal System Maintenance.*** The City will provide for the following, without cost to the State.

i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

ii. Maintain the new Underpass LED luminairies, including replacing the luminaires when necessary. The LED luminaire must be replaced with it fails or when light levels drop below recommended AASHTO levels for the installation.

iii. Clean the Signal System controller cabinet and service cabinet exteriors.

iv. Clean the Signal System and luminaire mast arm extensions.

5.2. ***State Responsibilities (Performed by the County on a Reimbursable Basis)***

Operation and maintenance activities covered below are the responsibility of the State and will be performed by the County on a reimbursable basis. The County will invoice the State annually for the actual costs incurred in performing said operation and maintenance activities. Invoices will be submitted to the office of the State's Metro District Traffic Signal Maintenance Engineer at MnDOT Metro Electrical Services Unit, 6000 Minnehaha Avenue, St. Paul, MN 55111. State's payment is subject to an encumbrance of funds for signal operation and maintenance work.

A. ***Interconnect; Timing; Other Maintenance.*** The County will maintain the Interconnect (between System "A" and System "B") and signing, and perform all other Signal System and signal pole luminaire circuit maintenance. All Signal System timing will be determined by the County subject to the State's approval.

B. ***Locating.*** The County will perform Gopher State One Call Locating for System "A" and System "B" and for interconnect between System "A" and System "B".

C. ***EVP System Operation.*** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

i. All maintenance of the EVP System will be done by County forces.

ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City and County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

iii. Malfunction of the EVP Systems must be reported to the County immediately.

iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City and County receives written notice from the State, the State may remove the EVP System(s). Upon removal of the EVP System(s) pursuant to this Paragraph, all of its parts and components become the property of the State.

v. All timing of the EVP Systems will be determined by the County.

5.3. ***Replacement and Relocation.*** As owner, the State is responsible for scheduling future Signal and EVP System replacement and relocation.

5.4. ***Termination of Operation and Maintenance Terms.*** Each party may terminate the operation and maintenance terms covered under Article 5 by providing 30 days notice to the other party. The County's termination requires a resolution of the County Board and the State's termination requires a letter from the State's District Engineer. Upon termination, the City will continue to perform the operation and maintenance activities as stated in Article 5.1 and the State will perform all of the operation and maintenance activities previously performed by the County under Article 5.2.

5.5. ***Right of Way Access.*** Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

5.6. ***Related Agreements.*** This agreement will supersede and terminate the operation and maintenance terms of Agreement No. 77791M, dated June 8, 1999, between the parties, for the intersection of T.H. 36 at C.S.A.H. 51 (Lexington Avenue) North and South ramp.

6. Basis of City and County Cost

6.1. ***SCHEDULE "I".*** The Preliminary SCHEDULE "I" includes all anticipated City and County participation construction items, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

6.2. ***County Participation Construction.*** The County will participate in the following at the percentages indicated.

A. Signal System, APS, EVP System on T.H. 36 at C.S.A.H. 51 (Lexington Avenue) South Ramp (System "A").

i. 50 Percent will be the County's rate of the EVP System, and Signal System cost participation.

B. Signal System, APS, EVP System on T.H. 36 at C.S.A.H. 51 (Lexington Avenue) North Ramp (System "B").

i. 50 Percent will be the County's rate of the EVP System and Signal System cost participation.

C. Interconnect on C.S.A.H. No. 51 (Lexington Avenue) from T.H. 36 North ramp to T.H. 36 South ramp.

i. 50 Percent will be the County's rate of cost participation.

6.3. ***City Participation Construction.*** The City will participate in the following at the percentages indicated.

i. 100 Percent will be the City's rate of cost participation for the LED underpass luminaires.

ii. 50 Percent will be the City's rate of cost participation for the east side, sidewalk construction.

6.4. ***Construction Engineering Costs.*** The City and County will pay a construction engineering charge equal to 8 percent of their respective total participation construction covered under this Agreement.

6.5. ***Plan Changes, Additional Construction, Etc.*** The City and County, respectively, will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City and or County participation construction covered under this Agreement, including any City and or County requested additional work and plan changes.

The State reserves the right to invoice the City and or County for the cost of any additional City and or County requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

7. City and County Cost and Payment

7.1. ***City and County Cost.*** $22,444.56 is the City's estimated share and $239,382.00 is the County's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices, which will replace and supersede the Preliminary SCHEDULE "I" as part of this agreement.

7.2. ***Conditions of Payment.*** The City and County will pay the State their full and complete lump sum amount(s), as shown in the Revised SCHEDULE "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City and County, including a copy of the Revised SCHEDULE "I".

B. The City and County's receipt of a written request from the State for the advancement of funds.

7.3. ***Acceptance of the City and County's Cost and Completed Construction.*** The computation by the State of the amount due from the City and County will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City and County as to the satisfactory completion of the contract construction.

7.4. ***Final Payment, Additional City and County Requested Work***

Upon completion of all contract construction and upon computation of the final amount due the State's contractor, and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final SCHEDULE "I" and submit a copy to the City and or County. The Final SCHEDULE

"I" will be based on final quantities of any additional City and or County requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City and or County will be final, binding and conclusive.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

8.2. The City's Authorized Representative will be:

Name/Title: Marc Culver, City Engineer – City of Roseville (or successor)
Address: 2660 Civic Center Drive, Roseville, MN 55113
Telephone: (651) 792-7042
E-Mail: marc.culver@cityofroseville.com

8.3. The County's Authorized Representative will be:

Name/Title: Joseph Lux, Planner – Ramsey County (or successor)
Address: 1425 Paul Kirkwold Drive, Arden Hills, MN 55112-3933
Telephone: (651) 266-7114
E-Mail: joseph.lux@co.ramsey.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

9.1. ***Assignment.*** None of the parties may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

9.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

9.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

9.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, City and County. No other understanding regarding this Agreement, whether written or oral, may be used to bind the parties.

10. Liability; Worker Compensation Claims

10.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and County.

10.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City and County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

The City, County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by the City, County or State.

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

15.2. ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and County.

15.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

16. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF ROSEVILLE

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

RAMSEY COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MKS

PRELIMINARY SCHEDULE "I"
Agreement No. 06980
County of Ramsey and City of Roseville

S.P. 6212-148 (T.H. 36)
S.A.P. 062-651-049
S.A.P. 160-020-027
Bridge No. 62731 (WB)
Bridge No. 62734 (EB)

Prelilminary: August 7, 2015

Traffic control signal construction to start approximately March 2016 under
State Contract No. ____ with ____
located on Trunk Highway No. 36 from Hamline Avenue to 500 feet east of Victoria Avenue

RAMSEY COUNTY TRAFFIC SIGNAL COST PARTICIPATION

	UNIT	QUANITY	PRICE	Participating Cost	County Cost Participation Rates	Total County Cost
2565.511 Signal System "A"	SIG SYS	1	200,000.00	200,000.00	*50%*	100,000.00
2565.601 Traffic Control Interconnection	LS	1	18,000.00	18,000.00	*50%*	9,000.00
2565.601 Emergency Vehicle Pre-emption System "A"	LS	1	6,000.00	6,000.00	*50%*	3,000.00
2521.501 4" Concrete Walk	SQ. FT.	1,539	4.00	6,156.00	*100%*	6,156.00
2211.503 Aggregate Base (CV) Class 6	CU. YD.	19	26.00	494.00	*100%*	494.00
2565.511 Signal System "B"	SIG SYS	1.00	2,000.00	200,000.00	*50%*	100,000.00
2565.601 Emergency Vehicle Pre-emption System "B"	LS	1.00	6,000.00	6,000.00	*50%*	3,000.00
Construction Subtotals						$221,650.00
Construction Engineering (8%)						17,732.00
Totals (Construction + Construction Engineering)					(1)	**$239,382.00**

(1) Amount of advance payment as described in Article 7.1 of the Agreement (Estimated amount)

Data is considered Non-public prior to project award.

PRELIMINARY SCHEDULE "I"
Agreement No. 06980
County of Ramsey and City of Roseville

S.P. 6212-148 (T.H. 36) Prelilminary: August 7, 2015
S.A.P. 062-651-049
S.A.P. 160-020-027
Bridge No. 62731 (WB)
Bridge No. 62734 (EB)

Traffic control signal construction to start approximately March 2016 under
State Contract No. ____ with ____
located on Trunk Highway No. 36 from Hamline Avenue to 500 feet east of Victoria Avenue

CITY OF ROSEVILLE COST PARTICIPATION

	UNIT	QUANITY	PRICE	Participating Cost	Participation Rates	Total City Cost
2545.501 Electric Lighting System A	LS	1	14,132.00	14,132.00	*100%*	14,132.00
2521.501 4" Concrete Walk	SQ. FT.	1,539	4.00	6,156.00	*100%*	6,156.00
2211.503 Aggregate Base (CV) Class 6	CU. YD.	19	26.00	494.00	*100%*	494.00
Construction Subtotals						$20,782.00
Construction Engineering (8%)						1,662.56
Totals (Construction + Construction Engineering)					(1)	**$22,444.56**

(1) Amount of advance payment as described in Article 7.1 of the Agreement (Estimated amount)

CITY OF ROSEVILLE

RESOLUTION

IT IS RESOLVED that the City of Roseville enter into MnDOT Agreement No. 06980 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the Traffic Control Signal(s) construction, LED Underpass Luminaires and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 36 from Hamline Avenue to 500 feet east of Victoria Avenue within the corporate City limits under State Aid Projects No. 062-651-049, 160-020-027 and State Project No. 6212-148.

IT IS FURTHER RESOLVED that the _____ and the
(Title)
_____ are authorized to execute the Agreement and any
(Title)
amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Roseville at an authorized meeting held on the _____ day of _____, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 2015

Notary Public _____

My Commission Expires _____

NOTARY STAMP

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

RAMSEY COUNTY

RESOLUTION

IT IS RESOLVED that Ramsey County enter into MnDOT Agreement No. 06980 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the County to the State of the County's share of the costs of the Traffic Control Signal(s) construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 36 from Hamline Avenue to 500 feet east of Victoria Avenue within the corporate City limits of the City of Roseville under State Aid Projects No. 062-651-049, 160-020-027 and State Project No. 6212-148.

IT IS FURTHER RESOLVED that the _____ and the
(Title)
_____ are authorized to execute the Agreement and any
(Title)
amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Ramsey County at an authorized meeting held on the _____ day of _____, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
_____ day of _____, 2015

Notary Public _____

My Commission Expires _____

NOTARY STAMP

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

TH 36
LEXINGTON AVE. BRIDGE REPLACEMENT

S.P. 6212–148 (T.H. 36)

PRELIMINARY

INPLACE NW RAMP

NW RAMP

INPLACE NE RAMP

NE RAMP

COLOR KEY
- ROADWAY
- PAVED SHOULDER
- CURB & GUTTER, RAISED MEDIAN
- BRIDGE
- MILL & OVERLAY
- BITUMINOUS OVERLAY
- ADA IMPROVEMENTS
- PROPOSED SIGNAL
- EXISTING SIGNAL
- PRELIMINARY CONSTRUCTION LIMITS
- EXISTING RIGHT OF WAY
- PONDS

Roseville

RAMSEY COUNTY

Roseville

INPLACE TH 36 STA 163+00

INPLACE SW RAMP

INPLACE SE RAMP

TH 36

TH 36 STA 151+90 TO 156+45

SW RAMP

BRIDGE NO. 62731

BRIDGE NO. 62734

SE RAMP

TH 36 STA 156+45 TO 190+84

REQUEST FOR COUNCIL ACTION

Date: August 24, 2015
Item No.: 8.h

Department Approval	City Manager Approval

Item Description: Approve Resolution Requesting Speed Study on Cleveland Ave

BACKGROUND

City staff has received requests from residents for a lower speed limit on Cleveland Avenue (CSAH 46) between Larpenteur Avenue and County Rd B. This road is under Ramsey County jurisdiction. The County just recently finished a mill and overlay project on this portion of Cleveland Avenue. As part of the project, the County narrowed lane widths in the three lane sections from two, 12 foot driving lanes and a 14 foot center left-turn lane, to two, 11 foot driving lanes and a 12 foot center left-turn lane with 5 foot shoulders.

The current speed limit on the road is 40 MPH. Ramsey County indicated the last speed study on this road was done in 1965 which is likely out of date. Further, the narrower lanes may act as a traffic calming measure and may reduce speeds.

In order for a speed limit to be changed, the road jurisdiction needs to request a speed study from the Minnesota Department of Transportation (MnDot). In this case Ramsey County would need to request the study.

As part of the study, MnDot would study the traffic speed under ideal driving conditions. They would then analyze the results to determine the 85th percentile, which is the speed at which most drivers are traveling. The posted speed limit would be set near this mark. There is a possibility the speed limit will remain the same or could go up depending on the results.

FINANCIAL DISCUSSION

None

STAFF RECOMMENDATION

Staff recommends requesting Ramsey County to request a speed study be done by the Minnesota Department of Transportation on Cleveland Avenue between Larpenteur Avenue & County Rd B.

REQUESTED COUNCIL ACTION

Approve resolution requesting Ramsey County to request a speed study be done by the Minnesota Department of Transportation on Cleveland Avenue between Larpenteur Avenue & County Rd B.

Prepared by: Jesse Freihammer, City Engineer
Attachments: A: Resolution
B: Map of Proposed Speed Study Area

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 24th day of August, 2015, at 6:00 p.m.

The following members were present: ; and and the following members were absent:

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION NO.
RESOLUTION REQUESTING RAMSEY COUNTY TO REQUEST A SPEED STUDY ON CLEVELAND AVENUE FROM LARPENTEUR AVENUE TO COUNTY ROAD B

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

WHEREAS, Cleveland Avenue is a Ramsey County facility designated as County State Aid Highway 46 in the City of Roseville from Larpenteur Avenue to County Road B; and

WHEREAS, the City Council has received several requests for a lower speed limit on Cleveland Ave south of County Road B; and

WHEREAS, the MnDOT Commissioner sets speed limits based upon an engineering study and traffic investigation; and

WHEREAS, MnDOT requires a resolution by the road authority requesting a speed study; and

WHEREAS, the appropriate speed limit for Cleveland Avenue from Larpenteur Avenue to County Road B to needs to be determined by a MnDOT speed study.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville requests Ramsey County request a speed study to determine the appropriate speed limit on Cleveland Avenue from Larpenteur Avenue to County Road B.

The motion was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof: ; and and the following voted against:

WHEREUPON said resolution was declared duly passed and adopted.

Requesting a Speed Study on Cleveland Avenue

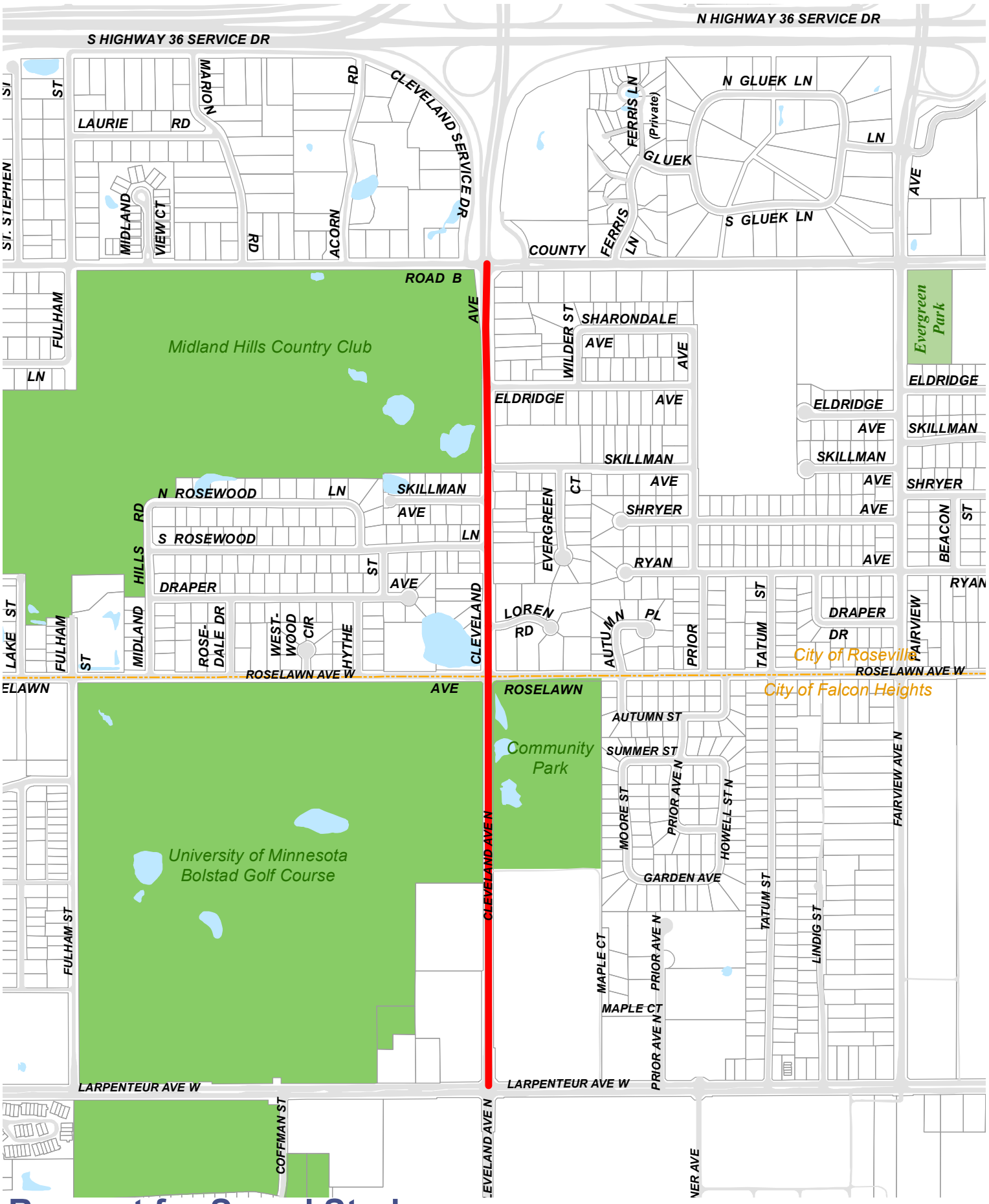
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

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 August, 2015, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of August, 2015.

_____
City Manager

(SEAL)



Request for Speed Study

Proposed Speed Study Area

ROSEVILLE

Prepared by:
Engineering Department
August 18, 2015

Data Sources and Contacts:
* Ramsey County GIS Base Map (8/3/15)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering 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 651-792-7075. 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.

0 100 200 300 400 Feet

mapdoc: ClevelandSpeedStudy.mxd
map: ClevelandSpeedStudy.pdf

N

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Agenda Date: 8/24/2015
Agenda Item: 8.i

Department Approval

City Manager Approval

Item Description: Request for Renewed Approval of the Existing Temporary Classroom Structure to Remain on the Property at 2131 Fairview Avenue as an Interim Use for an Additional 2 years, through 2018

APPLICATION INFORMATION

Applicant: Hand In Hand Christian Montessori

Property Owner: Church of Corpus Christi

Open House Meeting: held on June 17, 2015

Application Submission: considered complete on July 2, 2015

City Action Deadline: August 25, 2015, per Minn. Stat 15.99

GENERAL SITE INFORMATION

Land Use Context

	Existing Land Use	Guiding	Zoning
Site	Place of assembly, elementary school	IN	INST
North	One-family residential, detached	LR	LDR-1
West	Community center	IN	INST
East	Park One-family residential, detached	POS/ LR	PR/ LDR-1
South	One-family residential, detached	LR	LDR-1

Natural Characteristics: The site has a slope that runs to the south and has had a history of storm water issues at the bottom of that slope.

Planning File History: PF13-010; 2013 approval of existing temporary classroom facility as an interim use.

Planning Commission Action:

On August 5, 2015, the Planning Commission unanimously recommended renewed approval of the existing interim use, subject to certain conditions.

PROPOSAL

In August 2013, Hand In hand Christian Montessori (HIH) received interim use approval for a temporary classroom facility to be located on the property until August 31, 2016. The interim use approval was necessitated by the fact that the proposed structure would not conform to the design standards in the INST District. The present interim use renewal application is intended to allow occupancy of the temporary structure for an additional two academic years after the upcoming school season.

The full analysis of the application is contained in the RPCA and supporting documentation included with this report as Exhibit A. Upon conclusion of the public hearing held for this application, the Planning Commission's approval recommendation included three conditions as follow:

a. *The applicant shall maintain the yard and the drain tile device, which was installed to satisfy the conditions of approval of the existing interim use, so as to ensure the continued, proper functioning of that required drainage system;*

b. *The applicant shall work with Metropolitan Council to address and resolve any additional SAC obligation resulting from extended occupancy of the temporary classroom facility prior to the expiration date of the 2013 interim use approval, which is August 31, 2016; and*

c. *The approval shall expire, and the temporary classroom facility shall be removed, by 11:59 p.m. on December 31, 2018 or within 6 months of the relocation of HIH off of the property, whichever comes first.*

Although the ongoing drainage issues on the property are independent of the temporary classroom facility, the topic of storm water continues to be of significant interest. To that end, HIH has taken the lead in designing and funding a comprehensive solution for this drainage issue. While the final details and timing of the plans and their implementation are still being worked out, a concept version of the plans are included with this RCA as Exhibit B. In recognition of the fact that the proposed plans would improve overall storm water management on the property, Planning Division staff recommends revising approval condition "a" to allow these broader storm water devices to replace the drain tile system mandated with the interim use approvals. The revised condition is incorporated into the draft approval resolution included with this RCA as Exhibit C.

Planning Division staff also recommends revising condition "b" to provide Community Development Staff with documentation of having satisfied any additional SAC obligation, just to eliminate uncertainty as to whether the condition is ultimately satisfied.

PUBLIC COMMENT

The public hearing for this application was held by the Planning Commission on August 5, 2015. No members of the public spoke to this issue at the public hearing and, after discussing the application and the comment received prior to the hearing, the Planning Commission voted unanimously to recommend renewed approval of the existing interim use. Draft minutes of the public hearing were not yet available at the time this RCA was submitted. At the time this report was prepared, Planning Division staff has not received any additional public comments.

RECOMMENDED ACTION

Adopt a resolution approving the renewal of the interim use, allowing the existing temporary classroom facility to remain on the property for an additional two academic years, based on the findings and recommendation of the Planning Commission and the content of this RCA, subject to the following conditions:

a. Until such time as a more comprehensive storm water management system is approved by the City Engineer and installed on the property, the applicant shall maintain the yard and the drain tile device, which was installed to satisfy the conditions of approval of the existing interim use, so as to ensure the continued, proper functioning of that required drainage system;

b. The applicant shall work with Metropolitan Council to address and resolve any additional SAC obligation resulting from extended occupancy of the temporary classroom facility, and shall provide Community Development Staff with documentation of having satisfied any additional SAC obligation, prior to the expiration date of the 2013 interim use approval, which is August 31, 2016; and

c. The approval shall expire, and the temporary classroom facility shall be removed, by 11:59 p.m. on December 31, 2018, or within 6 months of the relocation of HIH off of the property, whichever comes first.

ALTERNATIVE ACTIONS

A) Pass a motion to table the item for future action. Tabling beyond August 25, 2015 may require an agreement to extend the 60-day action deadline established in Minn. Stat. 15.99 to avoid statutory approval.

B) By motion, deny the request. Denial should be supported by specific findings of fact based on the City Council's review of the application, applicable City Code regulations, and the public record.

Prepared by: **Senior Planner Bryan Lloyd**
651-792-7073 | bryan.lloyd@ci.roseville.mn.us

RCA Exhibits: A: 8/5/2015 RPCA packet
B: Concept storm water management plan
C: Draft resolution

ROSEVILLE

REQUEST FOR PLANNING COMMISSION ACTION

Agenda Date: 8/5/2015
Agenda Item: 5a

Division Approval

Agenda Section
PUBLIC HEARINGS

Item Description: Request for renewed approval of the existing temporary classroom structure to remain on the property as an interim use for an additional 2 years **(PF13-010)**

APPLICATION INFORMATION

Applicant: Hand In Hand Christian Montessori

Location: 2131 Fairview Avenue

Property Owner: Church of Corpus Christi

Open House Meeting: held on June 17, 2015

Application Submission: considered complete on July 2, 2015

City Action Deadline: August 25, 2015, per Minn. Stat 15.99

GENERAL SITE INFORMATION

Land Use Context

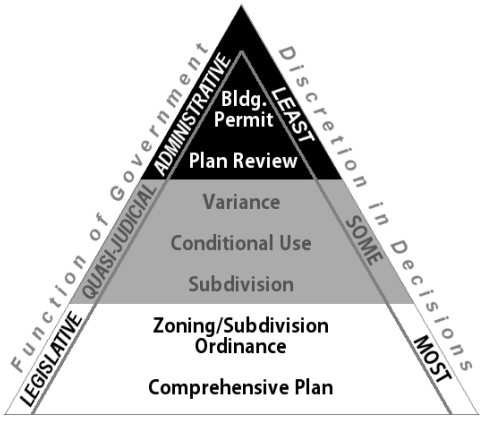
	Existing Land Use	**Guiding**	**Zoning**
Site	Place of assembly, elementary school	IN	INST
North	One-family residential, detached	LR	LDR-1
West	Community center	IN	INST
East	Park One-family residential, detached	POS/ LR	PR/ LDR-1
South	One-family residential, detached	LR	LDR-1

Natural Characteristics: The site has had a history of storm water issues.

Planning File History: PF13-010; 2013 approval of existing temporary classroom facility as an interim use.

LEVEL OF CITY DISCRETION IN DECISION-MAKING

Action taken on an interim use proposal is **legislative** in nature; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community.



PROPOSAL

In August 2013, Hand In hand Christian Montessori (HIH) received interim use approval for a temporary classroom facility to be located on the property until August 31, 2016. The interim use approval was necessitated by the fact that the proposed structure would not conform to the design standards in the INST District, which would likely require additional door and window openings in the façade, as well as horizontal articulations of the exterior walls. The original intent was to utilize the temporary, prefabricated structure for the 2013 – 2014 and 2014 – 2015 school years, as HIH decided whether to pursue a permanent expansion at this location or to find a more suitable location elsewhere. The original interim use approval would have also allowed ample additional time to remove the structure. As it turned out, the additional time required to address building code requirements and weather in fall 2013 led to the structure being unavailable until the 2014 – 2015 school year. The present interim use renewal application is intended not only to compensate for the missed 2013 – 2014 academic year, but also to occupy the temporary structure for an additional two academic years.

Once the building code requirements were worked through following the initial interim use approval, the appearance of the structure had changed considerably from what was reviewed with the interim use application, but the size and nature of the building remained consistent with the approval. The roof pitch lap siding used on the existing structure have a more residential character than the originally-proposed modular structure, but it still fails to conform to the design requirements in the zoning code. Therefore, renewed approval as an interim use is required in order for the structure to remain on site after August 2016. The original plans from 2013, City Council Resolution 11087 approving the existing interim use, recent satellite imagery, and current photographs of the existing structure are included with this report as Attachment B.

REVIEW OF INTERIM USE APPLICATION

Section 1009.03 of the City Code establishes the regulations pertaining to INTERIM USES. The purpose statement for this section indicates that: *Certain land uses might not be consistent with the land uses designated in the Comprehensive Land Use Plan, and they might also fail to meet all of the zoning standards established for the district within which they are proposed; some such land uses may, however, be acceptable or even beneficial if reviewed and provisionally approved for a limited period of time. The purpose of the interim use review process is to allow the approval of interim uses on a case-by-case basis; approved interim uses shall have a definite end date and may be subject to specific conditions considered reasonable and/or necessary for the protection of the public health, safety, and general welfare.*

Section 1009.03D of the City Code specifies that three specific findings must be made in order to approve a proposed INTERIM USE:

a. *The proposed use will not impose additional costs on the public if it is necessary for the public to take the property in the future.*

b. *The proposed use will not create an excessive burden on parks, streets, and other public facilities.*

c. *The proposed use will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety, and general welfare.*

Although an interim use requires findings, similar to conditional use and variances, actions taken on interim use proposals are legislative in nature, which gives the City discretion to deny interim use applications even though it might satisfy the findings. The detailed findings

supporting the approval of the existing interim use are not repeated here because they are incorporated as part of Attachment C. Further, a new statement of these finding is not a part of this RPCA because nothing is proposed to change as a result of the request for renewed approval of the existing interim use except for the expiration date.

The approval of the existing interim use did, however, include a condition item "c" of the interim use findings to address the storm water issues on the property in order ensure that the approved building area didn't exacerbate those issues. So long as the storm water device installed to satisfy the conditions of approval for existing interim use is properly maintained, the Public Works Director, Marc Culver, believes that it adequately mitigates the additional storm water runoff generated by the existing temporary classroom facility. The Public Works Director also noted, however, that Corpus Christi, the City, and the watershed district are all interested in addressing the long-standing storm water issues on the property, likely by the installation of another storm water device along Fairview Avenue. Final details of design and funding have yet to be worked out, but Mr. Culver is hopeful that such a device can be implemented in the foreseeable future.

Roseville's Development Review Committee (DRC) reviewed this application on June 18 and 30, 2015. In addition to the above zoning and storm water comments, the DRC observed that a Sewer Availability Charge (SAC) was paid to Metropolitan Council that was commensurate with the anticipated 3-year lifespan of the building and that the applicant or property owner would be responsible for payment of additional SAC corresponding to the continued use of the structure.

The recommended expiration of a renewed interim use approval is the end of the 2018 calendar year. This is intended to allow for use of the facility over four academic years, as requested, ending in May/June 2018, and allowing the remaining 6 – 7 months of that year for the removal of the facility.

PUBLIC COMMENT

An applicant seeking approval of an interim use is required to hold an open house meeting to inform the surrounding property owners and other interested individuals of the proposal, to answer questions, and to solicit feedback. The open house for this application was held on June 17, 2015. Some of the feedback received at the open house related to the untidy appearance of the exterior of the facility, and HIH had requested additional time to attempt to address some of that feedback. A brief summary of the open house meeting provided by the applicant, as well as other written feedback provided by attendees is included with this staff report as Attachment C. At the time this report was prepared, Planning Division staff has not received any additional communications from members of the public about the request for renewed approval.

RECOMMENDED ACTION

By motion, recommend renewed approval of the temporary classroom facility as an interim use at 2131 Fairview Avenue, based on the comments and findings of this report, and subject to the following conditions:

a. The applicant shall maintain the yard and the draintile device, which was installed to satisfy the conditions of approval of the existing interim use, so as to ensure the continued, proper functioning of that required drainage system;

b. The applicant shall work with Metropolitan Council to address and resolve any additional SAC obligation resulting from extended occupancy of the temporary classroom facility

prior to the expiration date of the 2013 interim use approval, which is August 31, 2016; and

c. The approval shall expire, and the temporary classroom facility shall be removed, by 11:59 p.m. on December 31, 2018 or within 6 months of the relocation of HIH off of the property, whichever comes first.

ALTERNATIVE ACTIONS

Pass a motion to table the item for future action. Tabling beyond August 25, 2015 may require extension of the 60-day action deadline mandated in Minn. Stat. 15.99.

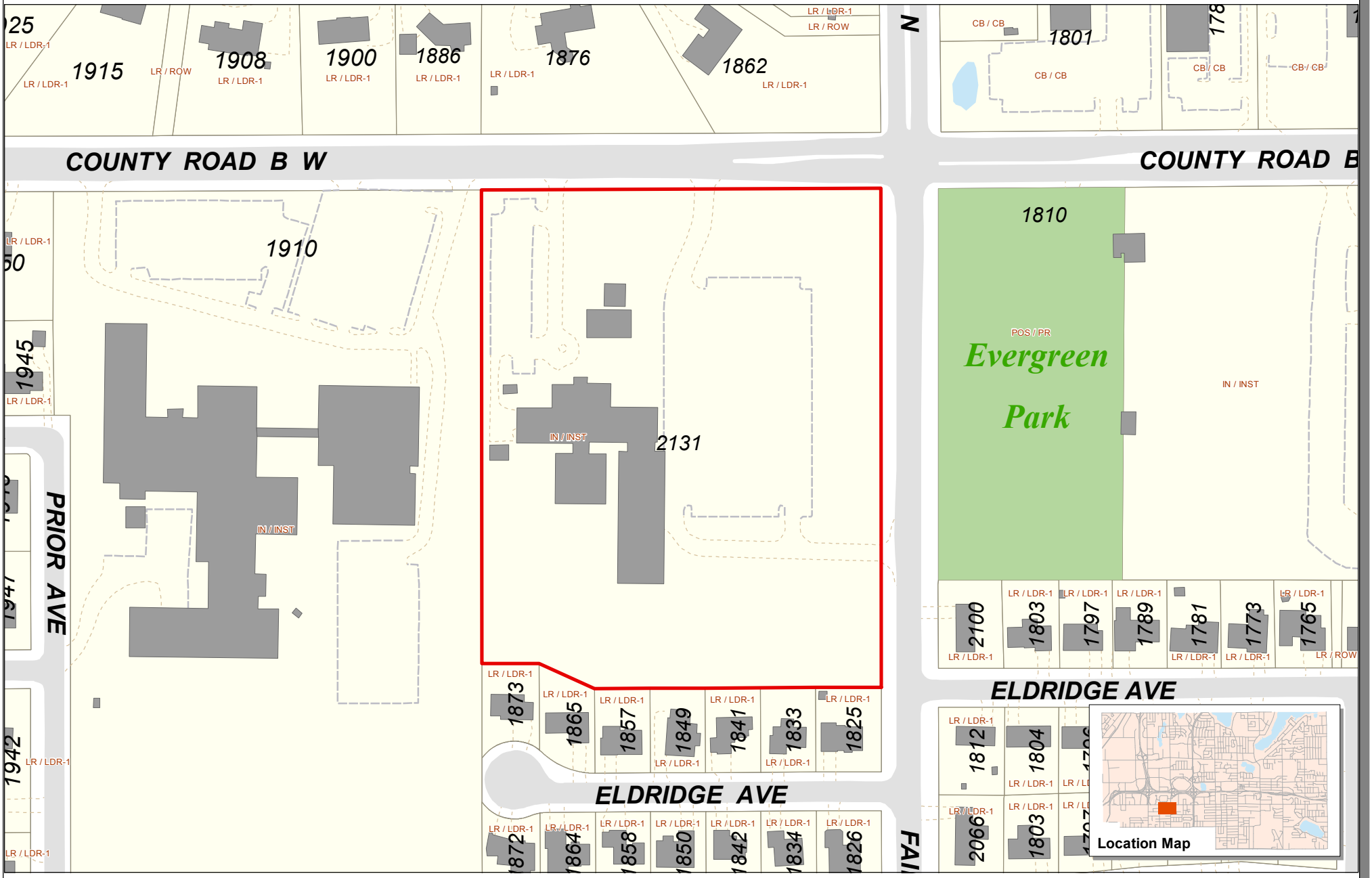
By motion, recommend denial of the proposal. A recommendation to deny should be supported by specific findings of fact based on the Planning Commission's review of the application, applicable City Code regulations, and the public record.

Prepared by: **Senior Planner Bryan Lloyd**
651-792-7073 | bryan.lloyd@cityofroseville.com

Attachments: A: Area map
B: Existing approval and facilities
C: Open house materials

RCA Exhibit A

Attachment A for Planning File 13-010



ROSEVILLE

Prepared by:
Community Development Department
Updated: July 8, 2013

Site Location
LR / LDR-1 Comp Plan / Zoning Designations

Data Sources
* Ramsey County GIS Base Map (7/1/2013)
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.

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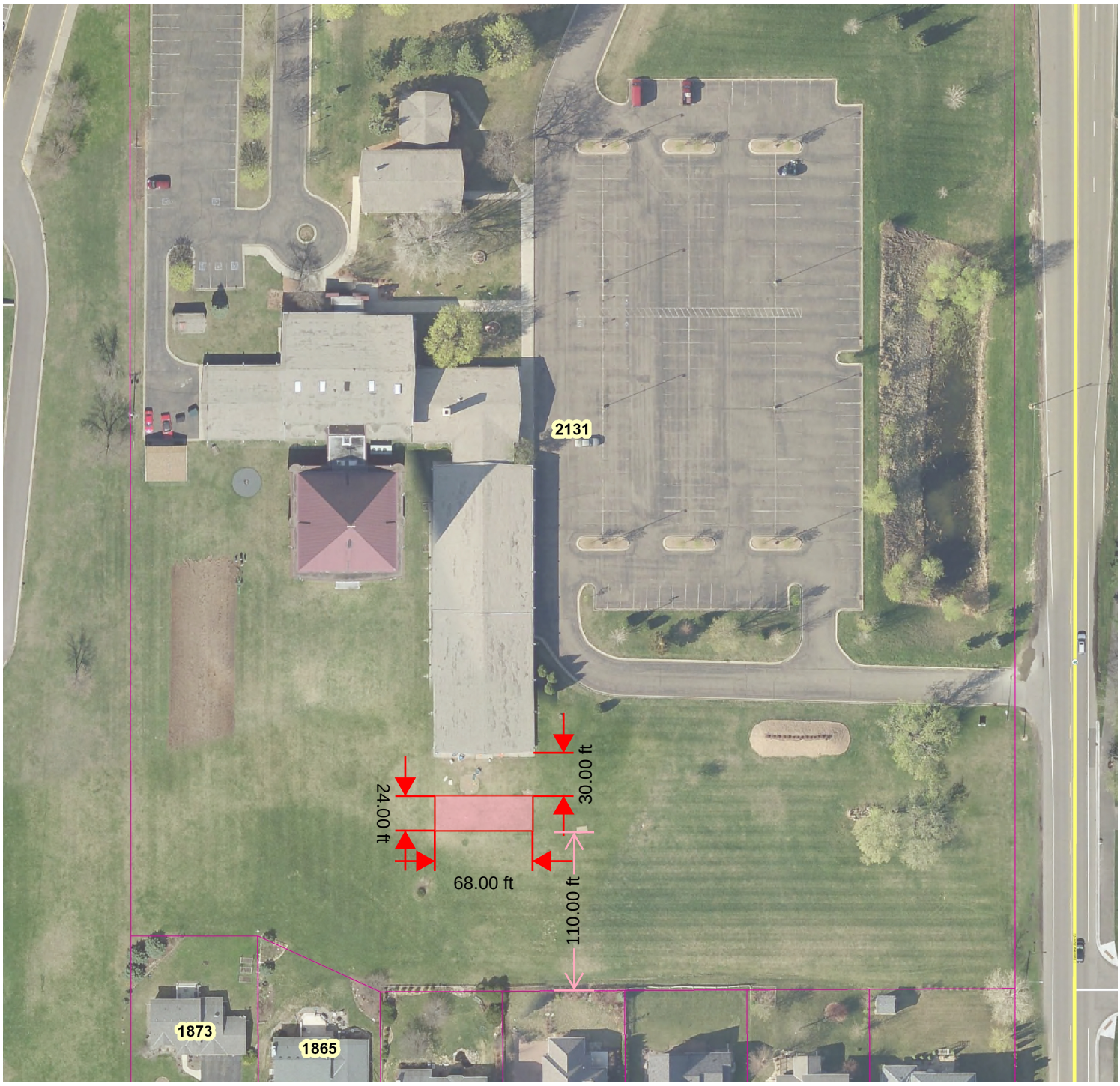
from 2013 application



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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Enter Map Description

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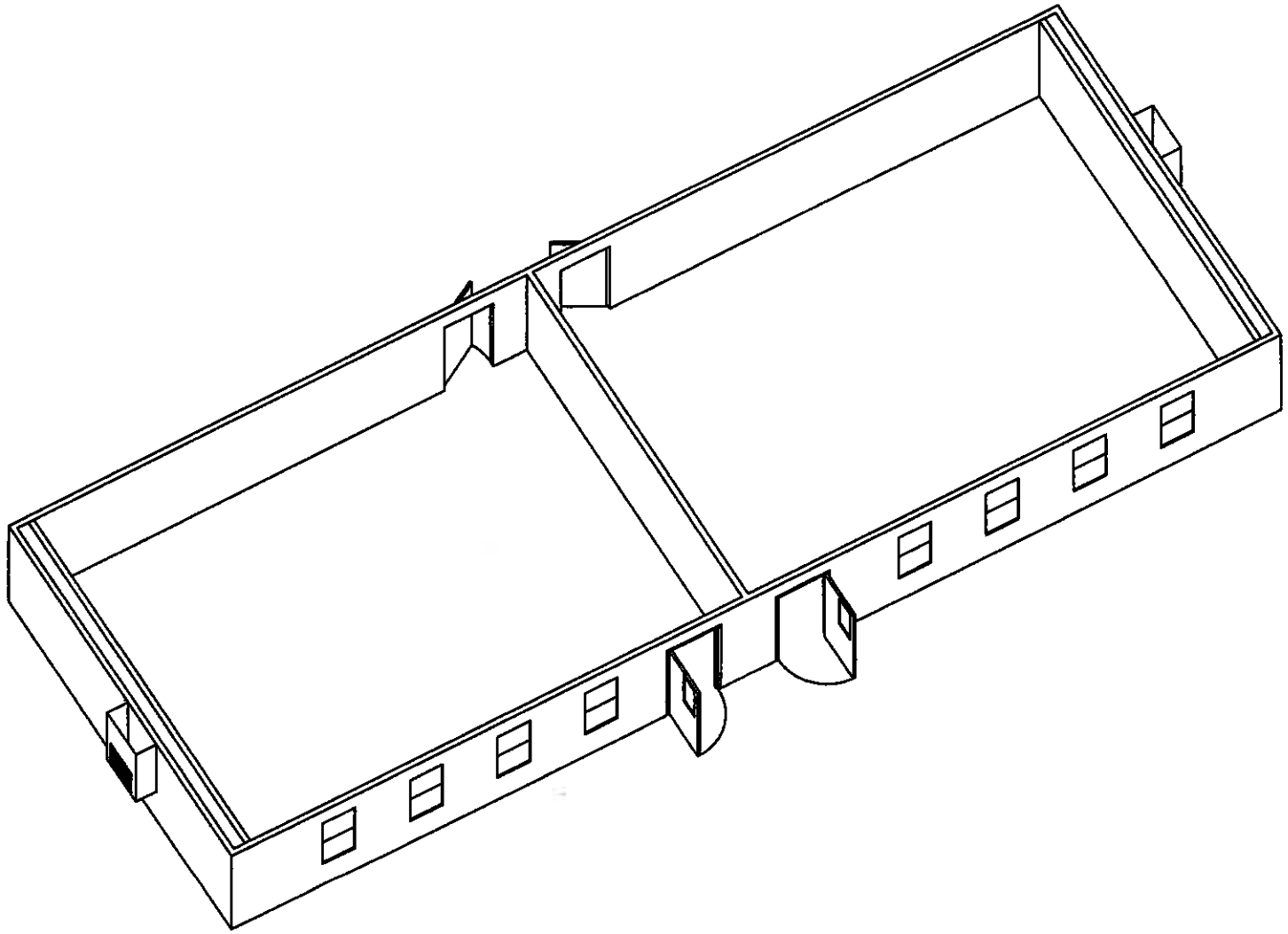
CL6824

CLASSROOM



from 2013 application

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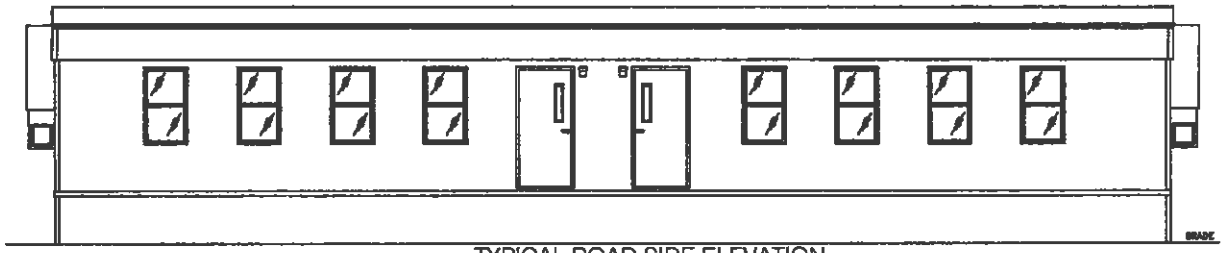
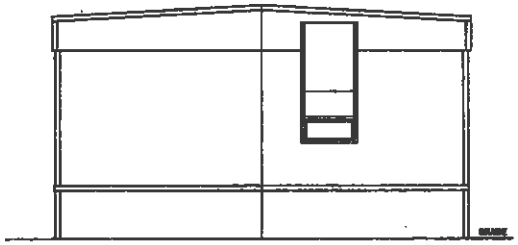
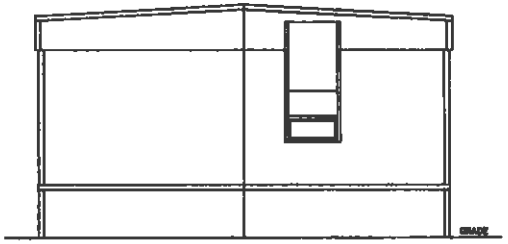


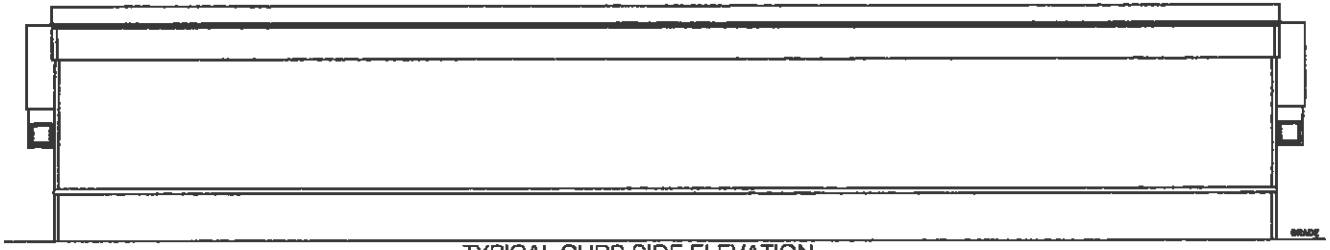
TYPICAL ROAD SIDE ELEVATION



TYPICAL FRONT WALL ELEVATION



TYPICAL REAR WALL ELEVATION



TYPICAL CURB SIDE ELEVATION

from 2013 application

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 19th day of August 2013 at 6:00 p.m.

The following Members were present: Laliberte, McGehee, Willmus, Etten, Roe and none were absent.

Council Member Willmus introduced the following resolution and moved its adoption:

RESOLUTION NO. 11087
A RESOLUTION APPROVING A TEMPORARY CLASSROOM FACILITY AS AN INTERIM USE AT 2131 FAIRVIEW AVENUE (PF13-010)

WHEREAS, Hand In Hand Christian Montessori has applied for approval of the proposed temporary classroom facility as an INTERIM USE in conjunction with Church of Corpus Christi, owner of the property at 2131 Fairview Avenue; and

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed INTERIM USE on August 7, 2013, voting 5 – 0 to recommend approval of the use based on testimony offered at the public hearing as well as the information and findings provided with the staff report prepared for said public hearing; and

WHEREAS, the Roseville City Council has determined that approval of the proposed INTERIM USE will not result in adverse impacts to the surrounding properties based on the following findings:

a. The proposed school use is essentially the same as existing uses on site so the INTERIM USE would not have significant negative effects on the land;

b. The INTERIM USE does not constitute an excessive burden on streets, parks, or other facilities because the proposed temporary classroom represents a rather minor expansion of existing land uses; and

c. The primary concerns expressed by neighboring residential property owners involve the potential exacerbation of existing storm water issues. With approval of the proposed INTERIM USE conditioned on continuing to work with Engineering staff in implementing specific storm water mitigation measures to address the storm water issues, the proposed temporary classroom structure as an INTERIM USE would not be injurious to the surrounding neighborhood or otherwise harm the public health, safety, and general welfare.

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the proposed temporary classroom facility as an INTERIM USE in accordance with Section §1009.03 of the Roseville City Code, subject to the following conditions:

a. The applicants shall continue to work with City staff to address storm water concerns according to the plan developed in consultation with the City Engineer; and

b. The approval shall expire, and the temporary classroom structure, along with all footings and appurtenances, shall be removed, by 11:59 p.m. on August 31, 2016 or upon the relocation of HIH off of the property, whichever comes first.

AND BE IT FURTHER RESOLVED, by the Roseville City Council, that representatives of the property owner and the applicant shall sign the form attached to this resolution to acknowledge that each has received, reviewed, and understood the terms and conditions of the approval and agrees to abide by said terms and conditions prior to commencement of the commercial greenhouse activity.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member Laliberte and upon vote being taken thereon, the following voted in favor: Laliberte, McGehee, Willmus, Etten, Roe;
and none voted against.

WHEREUPON said resolution was declared duly passed and adopted.

Resolution approving temporary classroom facility as interim use at 2131 Fairview Avenue (PF13-010)

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 19th day of August 2013 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 19th day of August 2013.

Patrick Trudgeon, Interim City Manager

(SEAL)

Resolution approving temporary classroom facility as interim use at 2131 Fairview Avenue (PF13-010)

I, the undersigned, do hereby acknowledge that I have received, reviewed, and understand the attached and foregoing extract of minutes of a regular meeting of the Roseville City Council held on the 19th day of August 2013 and that I agree to abide by the terms and conditions of the approval as they apply to the temporary classroom facility at 2131 Fairview Avenue.

Representative of Church of Corpus Christi

ROBERT J. FITZPATRICK, PASTOR
printed name and title

signature 9/4/13 *date*

Representative of Hand In Hand Christian Montessori

Michelle A.L. Thompson, Dean
printed name and title

signature 9/4/13 *date*

Bing® satellite image

View from Eldridge Avenue

View from Fairview Avenue

From:	Brent Thompson
To:	Bryan Lloyd
Cc:	hihchristianmontessori; Stephen Mastey
Subject:	Re: Interim Use application
Date:	Thursday, July 23, 2015 11:13:42 AM

Hi Bryan-

Thanks for update - we are ready for August 5th as well.

1. Can you confirm public hearing starts at 6:30 or 7:00pm

2. In response to your question below.

A little backstory - The school has engaged a Landscape Designer that has been working on both the schools behalf and the church to in essence get a deal done that the city of roseville wants done on the church property to better handle the undersized drainage pipes that effect directly the neighbors to the direct south of the church property. We at HIH have been the driving force to acheive this for the sake of all parties involved.

So far with the temp building and the school installing the rock drainage system per our approved engineer plan I believe this has helped the bigger problem of water when it rains hard and the current storm system cannot handle the amount of water which backs up on the properties. This rock field has created storage for overflow water.

Specifically, at the last neighborhood mtg (1) councilmember and 3-5 planning commission members with one neighbor who lives east of fairview ave were present at the neighborhood mtg.
At this meeting i briefly explained the reasons for an extension to the temp building.
1. Due to permit acquisition and code issues the building was not able to commence until mid November -
2. Weather that year became an issue.
3. The school would simply like to use this space for 4 complete years. We are headed into the 2nd year and are requesting a 2 year extension.
4. One complaint is the duration time of construction. This project was built with 50% hired subcontractors and 50% school volunteers.
5. The attendees of the mtg were very impressed with the interior of the space and concerned about the exterior groundwork.

As of today the school has taken the lead as the church is responsible for the grounds under our lease. The school since this mtg took place has removed all the weeds and has installed edging & Mulch around the building so that the church does not have additional work to maintain cutting of grass.

I preferred that we hold of on the mtg so that if any city official wanted to do a drive bye that they could confirm that this work has been completed.

From:	Brent Thompson
To:	Bryan Lloyd
Cc:	hihchristianmontessori
Subject:	Re: Interim use renewal application
Date:	Thursday, June 18, 2015 2:16:29 PM

Hi Bryan-

I had a neighborhood mtg last night and I spoke with (1) planning commission member via phone, had (3) other planning members, (1) neighbor and (1) city council person at the meeting.The mtg went well with good discussion however the grounds are a little messy on the school end and around the actual school building.

At this point before we go to planning commission I would ask that you place us on the August agenda as I need to clean up the grounds on behalf of the church campus first. Our lease does not include care of the grounds. I would like to complete a workday on behalf of the church first get things cleaned up for them and us as we lease the space and have pictures of progress before I go in front of planning commission.

If you have any questions let me know. - Please confirm receipt of this message.

Brent Thompson

From:	Paul Bilotta
To:	Bryan Lloyd; Thomas Paschke; Don Munson; Brian Coughlin
Subject:	Fwd: RE: Corpus Christi Church
Date:	Thursday, June 18, 2015 5:55:34 AM

---------- Forwarded message ----------
From: Tam McGehee [redacted]
Date: Jun 17, 2015 8:31 PM
Subject: RE: Corpus Christi Church
To: Marc Culver <Marc.Culver@cityofroseville.com>,Paul Bilotta <Paul.Bilotta@cityofroseville.com>
Cc:

Marc and Paul,

I attended the meeting this evening with a member of the Board of the Montessori School--and three members of the Planning Commission. There were a couple of issues for each of you.

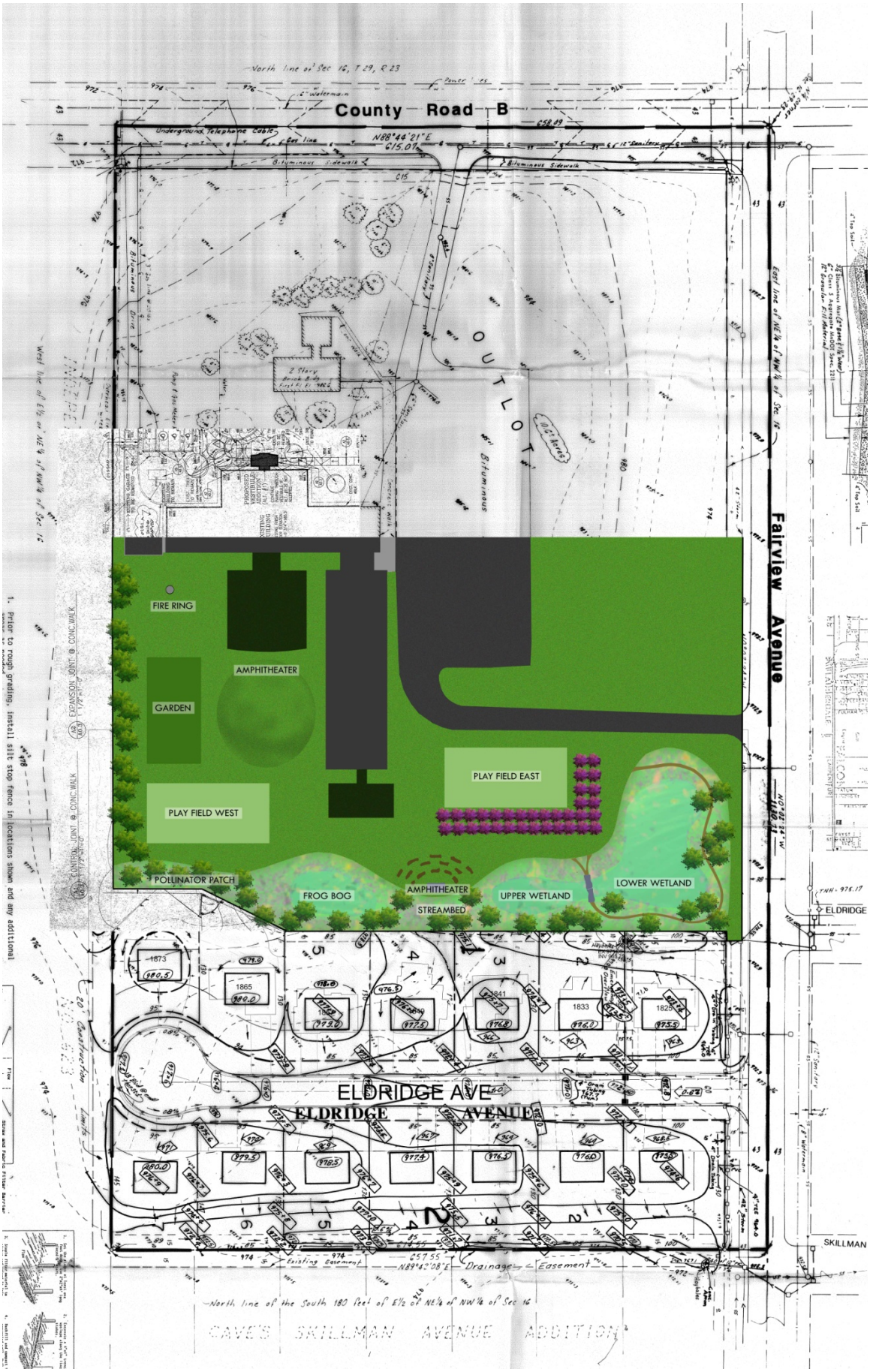
As to drainage, Marc there is a drainage pipe coming from the church down to an area south of the temporary building. Apparently students have placed a log platform and several large logs directly in the path of the flow channel of the pipe. Someone should probably check that out as well as plantings that could hold soil much better than the sea of mowed grass. I will look forward to seeing the plans the City is working on.

Paul, there are several "beautification issues" surrounding the "temporary building" that is the subject of the interim use renewal discussion. First, the color makes the building stand out starkly. There is some beige siding on the portion facing Fairview which blends in much better with the existing building. The south side of the building has siding panels on the upper left missing. There is junk and debris around the outside of the building. There is poor, compacted construction soil surrounding the building for about 6-10 feet which is covered with weeds. The soil need to be improved and sodded or seeded and maintained. There is a pea gravel area near the parking lot. It needs an edge to contain the gravel and the weeds need to be pulled. We were told it is an area the children use--and it needs some management. The front face of the school building has chipped concrete in several places and a ripped piece of aluminum siding that is attached and dangerous as one walks along the sidewalk from the temporary building to the front door.

It was confusing regarding the lines between landlord and tenant, but the school is clearly renting. As tenants, much of this fall on the landlord, Corpus Christi, but as I said, the responsibilities of each party were unclear. In any case, there are issues to be resolved on a couple of fronts.

Thanks for you help and please keep me in the loop.

RCA Exhibit B

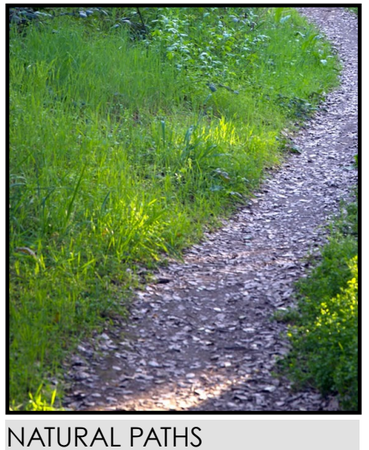


ACTIVITIES

PLAY FIELDS

GARDENING

AMPHITHEATER



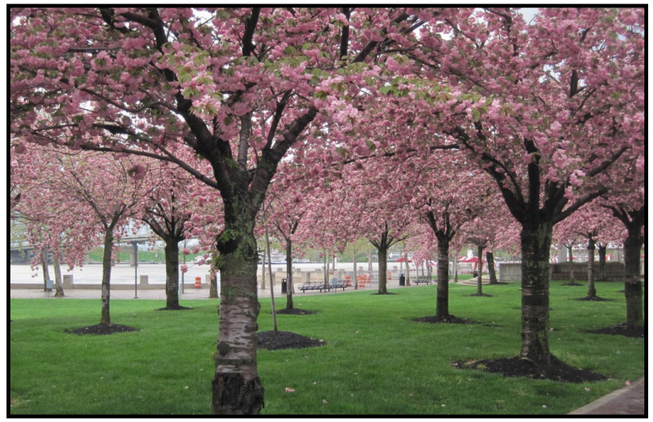
NATURAL PATHS

FROG BOG

STEPPING STONES

WETLAND AREAS

PLANTING PALETTE



ORCHARD

BLUE GRAMA

RED TWIG DOGWOOD

LINDEN TREE

PRAIRIE

TAMARACK TREE

CORPUS CHRISTI & HAND IN HAND
LANDSCAPE ARCHITECTURE INCORPORATED

REVISED

RCA Exhibit C

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 24th day of August 2015 at 6:00 p.m.

The following Members were present: _____;
and _____ were absent.

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____
A RESOLUTION APPROVING A TEMPORARY CLASSROOM FACILITY AS AN INTERIM USE AT 2131 FAIRVIEW AVENUE (PF13-010)

WHEREAS, Hand In Hand Christian Montessori has applied for renewed approval of the existing temporary classroom facility as an interim use in conjunction with Church of Corpus Christi, owner of the property at 2131 Fairview Avenue; and

WHEREAS, the property at 2131 Fairview Avenue is legally described as:

PIN: 16-29-23-21-0025

Outlot A, Corpus Christi Addition, Ramsey County, Minnesota

WHEREAS, the Roseville Planning Commission held the public hearing regarding the renewal of the interim use on August 5, 2015, voting 7 – 0 to recommend approval of the request based on testimony offered at the public hearing as well as the information and findings provided with the staff report prepared for said public hearing; and

WHEREAS, the Roseville City Council has determined that approval of the proposed interim use will not result in adverse impacts to the surrounding properties based on the following findings:

a. the proposed school use is essentially the same as existing uses on site so the interim use would not have significant negative effects on the land;

b. The interim use does not constitute an excessive burden on streets, parks, or other facilities because the proposed temporary classroom represents a rather minor expansion of existing land uses; and

c. With the proper maintenance of the drain tile device installed as the storm water mitigation measure in satisfaction of a condition of the existing interim use approval, the temporary classroom structure will not be injurious to the surrounding neighborhood or otherwise harm the public health, safety, and general welfare.

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to renew the approval of the temporary classroom facility as an interim use in accordance with Section §1009.03 of the Roseville City Code, subject to the following conditions:

a. Until such time as a more comprehensive storm water management system is installed on the property, the applicant shall maintain the yard and the drain tile device, which was installed to satisfy the conditions of approval of the existing interim use, so as to ensure the continued, proper functioning of that required drainage system;

b. The applicant shall work with Metropolitan Council to address and resolve any additional SAC obligation resulting from extended occupancy of the temporary classroom facility, and shall provide Community Development Staff with documentation of having satisfied any additional SAC obligation, prior to the expiration date of the 2013 interim use approval, which is August 31, 2016; and

c. The approval shall expire, and the temporary classroom facility shall be removed, by 11:59 p.m. on December 31, 2018, or within 6 months of the relocation of Hand In Hand Christian Montessori off of the property, whichever comes first.

AND BE IT FURTHER RESOLVED, by the Roseville City Council, that representatives of the property owner and the applicant shall sign the form attached to this resolution to acknowledge that each has received, reviewed, and understood the terms and conditions of the approval and agrees to abide by said terms and conditions.

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

WHEREUPON said resolution was declared duly passed and adopted.

Resolution approving temporary classroom facility as interim use at 2131 Fairview Avenue (PF13-010)

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 August 2015 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of August 2015.

_____
Patrick Trudgeon, City Manager

Resolution approving temporary classroom facility as interim use at 2131 Fairview Avenue (PF13-010)

I, the undersigned, do hereby acknowledge that I have received, reviewed, and understand the attached and foregoing extract of minutes of a regular meeting of the Roseville City Council held on the 24th day of August 2015 and that I agree to abide by the terms and conditions of the approval as they apply to the temporary classroom facility at 2131 Fairview Avenue.

Representative of Church of Corpus Christi

_____
printed name and title

_____ _____
signature *date*

Representative of Hand In Hand Christian Montessori

_____
printed name and title

_____ _____
signature *date*

REQUEST FOR COUNCIL ACTION

Date: 8/24/2015
Item No.: 8.j

Department Approval

City Manager Approval

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

BACKGROUND

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

General Purchases or Contracts

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

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
IT	Datalink	Cisco Call Manager Ugrade	A	n/a	$ 26,950.00	Budget
IT	Aercor Wireless Inc.	Software licensing: Police	B	n/a	6,362.36	Budget
Communications	AVI Systems	Council Chambers Video Upgrades	C	80,000.00	14,046.81	Budget

Comments/Description:

a) Professional services to upgrade the City's phone system. The costs are shared amongst 30 governmental agencies as part of Metro I-Net. Roseville's cost is approximately $6,700.
b) Licenses for multi-factor authentication software used by police departments to obtain a secure connection to other agencies. This purchase is on behalf of a number of Metro I-Net police agencies. Roseville's share is approximately $1,500.
c) Includes projector, video display unit, and associated equipment.

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

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

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

Prepared by: Chris Miller, Finance Director
Attachments: A: 2015 CIP Purchase Summary

Attachment A

City of Roseville

Updated July 31, 2015

2015 Capital Improvement Plan Summary

Asset Type	Department / Function	Item / Description	Budget Amount	Council Approval Date	YTD Actual Amount	Difference
Vehicles	Police	Marked squad replacement (5)	$ 165,000		$ 136,978	$ 28,022
Vehicles	Police	Unmarked vehicles (1)	24,000		19,790	4,210
Vehicles	Fire	Staffed engine replacement	525,000	Various	513,178	11,822
Vehicles	Fire	Medic unit	55,000	6/22/2015	-	-
Vehicles	Engineering	Vehicle #303 Survey Crew	30,000		-	-
Vehicles	Streets	Vehicle #104: 1-ton pickup	33,000		-	-
Vehicles	Streets	Vehicle #155 Stering 3-ton w/ plow	180,000	3/2/2015	92,219	87,781
Vehicles	Streets	Vehicle #159 Crafco router	10,000		-	-
Vehicles	Engineering Services	Vehicle for ROW Specialist	20,000	1/26/2015	24,301	(4,301)
Vehicles	Sanitary Sewer	Vehicle #201 Jetter/Vactor	350,000	3/2/2015	-	-
		Total Vehicles	$ 1,392,000		$ 786,467	$ 127,533
Equipment	Central Services	Postage Machine/Copier Rental	$ 77,840		$ 38,315	$ 39,525
Equipment	Police	Computer equipment	7,400		-	-
Equipment	Police	Office furniture	2,100		-	-
Equipment	Police	Patrol area cubicles	7,400		-	-
Equipment	Police	Laptop replacement for squads	126,075		-	-
Equipment	Police	Printer replacement for squads	7,210		-	-
Equipment	Police	Non-lethal weapons	1,600		6,591	(4,991)
Equipment	Police	Long-gun parts	3,090		530	2,560
Equipment	Police	Sidearm parts	2,060		-	-
Equipment	Police	Tactical gear	5,150		4,286	864
Equipment	Police	SWAT vests	6,180		2,630	3,550
Equipment	Police	Cell phone extraction device	6,000		-	-
Equipment	Police	Crime scene equipment	1,000		-	-
Equipment	Police	Bite suit	1,545		-	-
Equipment	Police	Defibrillators	1,575		252	1,323
Equipment	Police	Radar units	4,120		-	-
Equipment	Police	Stop sticks	1,030		-	-
Equipment	Police	Rear transport seats	2,705		-	-
Equipment	Police	Control boxes	4,000		-	-
Equipment	Police	Visabars	8,250		722	7,528
Equipment	Police	Radio equipment	15,500	6/22/2015	25,104	(9,604)
Equipment	Fire	Weather and traffic protection	21,000		640	20,360
Equipment	Streets	Street signs	50,000	Various	-	-
Equipment	Streets	Mower/ Snow blower combo	35,000	3/2/2015	-	-
Equipment	Maintenance Garage	Vehicle analyzer	1,000		-	-
Equipment	Maintenance Garage	Brake lathe	8,300		-	-
Equipment	Maintenance Garage	Column lifts rehab/replace	2,500		-	-
Equipment	Maintenance Garage	Tire Changer/Lift	-	3/2/2015	8,728	(8,728)
Equipment	Park Maintenance	Belos & blower	145,000	2/9/2015	144,002	998
Equipment	Park Maintenance	Park security systems	150,000		6,070	143,930
Equipment	Park Maintenance	Unit #536 Jacobsen 16' mower	95,000		85,490	9,510
Equipment	Park Maintenance	Push mowers	1,000		-	-
Equipment	Park Maintenance	Unit #565 Smithco sweeper	8,000		-	-
Equipment	Skating Center	Compressors - OVAL	50,000		-	-
Equipment	Skating Center	Rental skates - OVAL	5,000		-	-
Equipment	Skating Center	Permiter fence pads - OVAL	35,000		-	-
Equipment	Communications	Council Chambers camera replacement	80,000	3/9/2015	26,077	53,923
Equipment	Information Technology	Computers, monitors printers	116,315	Various	96,885	19,430
Equipment	Information Technology	Network: servers, routers, etc.	215,325	Various	78,616	136,709
Equipment	Water	Water meters, AMR system	600,000		-	84
Equipment	Storm Drainage	Replace Flail Mower (*2014 CIP*)	-	3/2/2015	14,441	(14,441)
Equipment	Storm Drainage	Replace Unit #164 Turf gator	10,000	4/20/2015	-	9,581
Equipment	Storm Drainage	Portable generator	100,000		-	-
Equipment	Storm Drainage	Tractor/snowblower	35,000	3/2/2015	49,779	(14,779)
Equipment	Golf Course	Gas pump and tank replacement	10,000		-	-
Equipment	Golf Course	Course netting/deck/shelter	8,000		-	-
Equipment	Golf Course	Cushman #1 and #2	28,000		-	-
		Total Equipment	$ 2,101,270		$ 589,157	$ 397,333

City of Roseville

Updated July 31, 2015

2015 Capital Improvement Plan Summary

Asset Type	Department / Function	Item / Description	Budget Amount	Council Approval Date	YTD Actual Amount	Difference
Bldgs & Infrastructure	General Facilities	VAV's heat/cool	$ 15,000		$ -	$ -
Bldgs & Infrastructure	General Facilities	VAV's cool	10,000		-	-
Bldgs & Infrastructure	General Facilities	Update flooring: City Hall & PD	25,000		3,531	21,469
Bldgs & Infrastructure	General Facilities	Update restrooms: City Hall	30,000		-	-
Bldgs & Infrastructure	General Facilities	LED conversion: City Hall	50,000		-	-
Bldgs & Infrastructure	General Facilities	Brimhall gymnasium improvements	80,800		-	-
Bldgs & Infrastructure	General Facilities	Central Park gymnasium improvements	5,000		-	-
Bldgs & Infrastructure	General Facilities	Gymnastics center improvements	10,000		-	-
Bldgs & Infrastructure	Street Lighting	General replacement - streetlight fixtures	25,000		-	-
Bldgs & Infrastructure	Skating Center	Rubber flooring in locker room - Arena	8,000		-	-
Bldgs & Infrastructure	Skating Center	Dehumidification system - Arena	87,500		-	-
Bldgs & Infrastructure	Skating Center	Scoreboard (large) - Arena	30,000		-	-
Bldgs & Infrastructure	Skating Center	Garage doors - OVAL	12,000		-	-
Bldgs & Infrastructure	Pathways	Pathway Maintenance	180,000		56,910	123,090
Bldgs & Infrastructure	Information Technology	Office furniture	25,000		-	-
Bldgs & Infrastructure	License Center	Electrical improvements	4,500		670	3,830
Bldgs & Infrastructure	License Center	Kitchen improvements	5,500		-	-
Bldgs & Infrastructure	Comm Development	Office furniture	500		-	-
Bldgs & Infrastructure	Pavement Mangement	Mill & Overlay	1,000,000		763,427	236,573
Bldgs & Infrastructure	Pavement Mangement	MSA Street Construction / Overlay	1,000,000		115,650	884,350
Bldgs & Infrastructure	Park Improvements	Park Renewal Program	4,743,750		1,914,248	2,829,502
Bldgs & Infrastructure	Park Improvements	Park Improvement Program	40,000		7,996	32,004
Bldgs & Infrastructure	Water	Water system improvements	800,000		112,116	687,884
Bldgs & Infrastructure	Water	Booster station improvements	354,000		-	-
Bldgs & Infrastructure	Sanitary Sewer	Sanitary Sewer improvements	1,000,000		378,639	621,361
Bldgs & Infrastructure	Sanitary Sewer	I & I reduction, Lift station repairs	665,000		479,006	185,994
Bldgs & Infrastructure	Storm Drainage	Pond Improvements, sewer replacement	650,000		232,220	417,780
Bldgs & Infrastructure	Golf Course	Course improvements	5,000		-	-
Bldgs & Infrastructure	Golf Course	Parking lot improvements	8,000		-	-
Bldgs & Infrastructure	Golf Course	Clubhouse: general upkeep and repairs	8,000		-	-
Bldgs & Infrastructure	Golf Course	Clubhouse roof replacement	33,000		-	-
		Total Buildings & Infrastructure	$10,910,550		$ 4,064,413	$ 6,043,837
		Total - All 2015 Funded CIP Items	$14,403,820		$ 5,440,037	$ 6,568,703

REQUEST FOR COUNCIL ACTION

Date: August 24, 2015
Item No.: 11.a

Department Approval	City Manager Approval

Item Description: 35W North Corridor Project Presentation

BACKGROUND

The Minnesota Department of Transportation is currently working on an environmental study and alternatives analysis for the potential expansion of I-35W from Trunk Highway 36 to Lexington Ave (County Road 17) in Blaine. As part of the alternatives analysis, MnDOT looked at general purpose lanes versus managed lanes and/or High Occupancy Vehicle (HOV) lanes. Managed lanes are open to car pools, motorcycles and buses at no cost but also allow single occupancy vehicles to pay to access the lanes. The toll is based on congestion pricing, whereby the cost is higher as congestion increases on the mainline lanes.

Mn/DOT's Project Manager for this study, Jerome Adams, will be presenting information to the City Council about the study and the potential project.

Attached is some information for the project webpage located at:

www.dot.state.mn.us/metro/i35wroseville/index.html

The project is currently programmed for 2019-2020 and has $100 million in funding allocated. The estimated cost of the project is currently between $125 and $180 million and could go higher once final design elements are identified. There has been some discussion about accelerating this project to 2017 or 2018, but more funding would have to be identified first.

Once the project has been fully funded, MnDOT will begin working on the final design. Prior to advertising the project for bids, MnDOT will have to seek and receive Municipal Consent from all Cities that the project is located within.

FINANCIAL IMPACTS

As the project is currently defined, there is not expected to be any cost participation on the part of the City of Roseville.

STAFF RECOMMENDATION

Receive the presentation from the Minnesota Department of Transportation on the 35W North Corridor Expansion Project.

REQUESTED COUNCIL ACTION

None.

Prepared by: Marc Culver, Public Works Director
Attachments: A: Project Information

I-35W

Roseville, Blaine

About

MnDOT is designing a road project that includes adding a lane, in each direction, to I-35W between Hwy 36 in Roseville and Lexington Avenue (County Road 17) in Blaine. MnDOT is also analyzing the need and locations for building noise walls along the interstate.

MnDOT's goal is to design a project that:

- Reduces congestion and improves safety on the highway
- Increases the number of people that are moved along the highway during peak hours
- Provides reliable travel times for commuters during peak hours
- Optimizes and reuses existing roads and bridges (without needing to acquire homes and properties)

To learn why a construction project is necessary in this location, visit the background page (background.html).

Cost

- The project is not fully funded.

Through the Corridors of Commerce program (http://www.dot.state.mn.us/corridorsofcommerce/), the project was awarded $1.1 million in State funds and $800,000 in Federal funds.

Local and federal elected officials and the Governor of Minnesota support the efforts to design this project. They have helped secure funding with the goal of having a project that is ready for construction when funding becomes available.

Click map for larger PDF version.

Schedule

- Status: We are designing options for a project and assessing the environmental impacts (environment.html) of a project.

  Construction timeline is dependent on funding.

Location

- I-35W between Hwy 36 in Roseville and Lexington Avenue in Blaine

Related studies

- Previous study completed at this location (http://www.dot.state.mn.us/metro/projects/i35wstudy/index.html)

Nearby projects

- I-35W between Hwy 36 and I-694 (/metro/projects/i35wardenhills/index.html)

Connect with us

Email updates (http://visitor.r20.constantcontact.com/d.jsp?llr=pehis8bab&p=oi&m=1101510483087&sit=yrwm7lacb)

Follow us on Facebook (http://www.facebook.com/pages/Minnesota-Department-of-Transportation/153795482248)

Follow us on Twitter (/socialmedia/index.html)

Get Connected: Answers to your questions about transportation funding (http://www.dot.state.mn.us/getconnected/)

REQUEST FOR COUNCIL ACTION

Date: August 24, 2015
Item No.: 11.b

Department Approval

City Manager Approval

Item Description: Community Engagement Commission Meeting with the City Council

BACKGROUND

Now into its second year of service, the Community Engagement Commission is coming forward to meet with the City Council to provide a status report on its priority projects for 2015. The commission was created by the City Council in January of 2014 and held its first meeting in May of the same year. The Commission last met with the City Council in December of 2014.

2015 PRIORITY PROJECTS

- Assist and encourage the formation of Roseville neighborhood associations
- Create learning events on Community Engagement in Roseville
- Form a joint taskforce with members of the Planning Commission to study zoning notification issues
- Assist and encourage the resumption of Roseville U educational program for residents
- Study and recommend for approval by the City Council an online civic engagement module to be integrated into the City's website.

ADDITIONAL PRIORITIES

- Implementation of list of other strategic recommendations
- Definitions of Community and Civic Engagement

QUESTIONS FOR THE CITY COUNCIL

- What feedback can the City Council provide to the commission about its work?
- What guidance can the City Council provide for future priorities of the commission?
- What emerging council priorities should inform the work of the commission?

Prepared by: **Garry Bowman, Staff Liaison**

Attachments:
A: Joint task force Roseville Community Engagement & Planning Commissions June 18, 2015, Meeting Notes
B: Current Status Report on 2014 Community Engagement Commission Recommended Policies & Strategies
C: Definitions of Community & Civic Engagement for Consideration

JOINT TASK FORCE ON ZONING NOTIFICATION

A joint task force of the Roseville Community Engagement & Planning Commissions

June 18, 2015, Meeting Notes

Members Present: Gary Grefenberg, Michelle Manke, Jim Daire, Mike Boguszewski (late arrival)
Members Absent: Shannon Cunningham

Staff Present: Paul Bilotta, Thomas Paschke

Gary Grefenberg opened the second Task Force meeting at 6:00pm in the Aspen Room of the Roseville City Hall. For the benefit of Jim Daire, who was attending his first meeting of the joint Task Force, Grefenberg gave a brief oral summary of the Task Force's first meeting and the topics discussed at that June 18th meeting.

In addition to staff, four ~~c~~committee members were present: Gary Grefenberg, Michelle Manke, Jim Daire, and Mike Boguszewski.

The first topic previously discussed was how **renters could be included** in the notification process. Several challenges in accomplishing this purpose were mentioned: adequate database and database-merging; apartment numbering systems; identifying the number of units in a rental property. Renters will also need to include business entities such as commercial renters.

The second topic discussed was the **geographic area for notification**. State law requires notification of residents and businesses within a 350 foot radius of the proposed action; Roseville currently uses a 500 foot radius criterion. The third topic involve the **identification of issues or topics that trigger**, or could possibly trigger, **official notification**. Such issues or topics might also include road construction, anticipated dramatic changes in traffic, zoning changes, and notification of proposed development changes.

Also discussed at the previous meeting was the need to make sure the notification language was accessible to residents.

At today's meeting, committee members discussed the current and possibly new means of communication with the public on zoning issues: e- mail, "snail mail," notification signs on proposed project lots, applicant-sponsored open houses, and the City's recently redesigned web site. The question arose about using local newspapers, for example the Roseville Review, as a vehicle for notification.

Paul Bilotta told of a recent call he'd gotten from a neighborhood association chair who called to ask why they had not been notified of a commercial parking lot resurfacing project a block from his/her house. The following question was discussed by the Task Force: should notification be required of everything that the city grants permits for? And, who should receive the notice?

Paul indicated that the city issues 4500 to 5000 permits a year. The question arose as to whether a building permit for a bathroom remodeling project should require notification of nearby residents or the neighborhood association. The general feeling was that it was not possible that everyone or a neighborhood could be notified of every permit-required action: there were some permit-requiring projects of a small nature, or internal to a residential structure, that need not trigger notification.

Paul suggested the following matrix regarding the scale of the project and ~~its~~ appropriate notification strategy:

CLASSES OF ACTIONS	NOTIFICATION STRATEGY
A. large-scale actions which may have impacts over a wide geographic area, e.g., an asphalt plant.	The scale of impacts have to be defined, possibly through an EAW-(Environmental Assessment Worksheet) type process and notification tailored to the impact area.
B. Community-wide actions such as Comprehensive Plan or special interest projects	These may require a customized notification effort.
C. Normal hearing items	Needs to include renters, potentially affected people driving by, or email lists
D. Permits of interest	Development report or email lists
E. Administrative deviation, etc.	Local notification (within 350 to 500 foot radius)
F. Low impact actions	None

The Task Force discussed Paul's matrix as he explained it point-by-point. Paul also mentioned that city staff is looking at various permit-tracking software packages and mentioned that one of the key selection criteria is adaptability to flexible notification requirements.

Jim Daire mentioned that Minneapolis, a fully-developed city like Roseville, had adopted a community/neighborhood planning process in the 1960s which involved a significant portion of the city's population in the planning and communication processes. He asked staff if Roseville had established or defined "neighborhood boundaries" as an aid to its planning process.

Thomas Paschke replied that the city had defined sixteen planning districts but had not defined neighborhood boundaries. Thomas mentioned that the city contained several recognized neighborhood associations, but that there were no mutually exclusive boundaries associated with these recognized neighborhood groups. Grefenberg commented that these "planning districts' seemed to only exist on paper and that he was not aware of them ever been used in the recent past.

Paul mentioned that these planning districts used by staff and Planning Commission or the "Park Constellations" system used by Parks and Recreation staff and the Roseville Park Commission might also serve for small area planning and involvement/notification purposes.

In summary, the committee identified four groups of citizens who needed to be notified:

- Directly impacted people, including those required by state law to be notified;
- Interested people;
- People interested in tracking governmental actions; and
- Commercial interests.

Jad:grg:07-16-2015

IMPLEMENTATION OF COMMISSION RECOMMENDED POLICIES & STRATEGIES

As Recommended to the Roseville City Council on December 8, 2014

Current Status Report on Some Non-Priority Items

1) Initiative: Involvement of Underrepresented Groups

Current Status: *Commission Involvement Begins*. On February 12th the Commission has received a presentation from Advocates for Human Rights on Immigrants and Civic Engagement. At its April 9th meeting the Commission decided to continue to meet with Advocates and discuss a partnership to increase the involvement and participation of immigrants in the Roseville community.

It was the consensus of the Commission to enter into a partnership with Advocates for Human Rights and move forward carefully and inform the City Council of this opportunity at its joint meeting with the Commission. Commissioners Gardella and Commissioner Sanders volunteered to work with Advocates to determine appropriate programs and present these in detail to the Commission for consideration; since February they have met twice with Madeline Lohman, Program Associate at the Advocates for Human Rights.

Next Steps: At its August 13th meeting the Commission will get a report on this initiative. The Commission has not yet formally approved the specifics of this initiative so that step remains to be taken, as well as notifying the Council of this initiative.

Policy Context: Related Commission Authority, Policies and Recommendations

Pursuant to City Ordinance the Commission's charge includes*: Review and recommend ways to improve the City's public participation process and policies*, ***identify under-represented groups, remove any barriers, and engage and promote increased participation of all residents….***

In recognition of that charge, the Commission has adopted the following recommendations and policies*:*

Policy # 1.1: The City should work to enrich and strengthen civic engagement at city hall, and encourage employees and elected officials to appreciate civic engagement as an asset.

c) Recommendation: Recognize the changing demographics of Roseville in order to understand how best to keep all Roseville residents informed and involved.

Policy # 2.1: The City should foster public participation at both the council and commission level

d) Recommendation: Explore alternative methods to reach those who are not normally involved in civic affairs.

Policy # 2.2: The City should widely publicize openings on all commissions and ad hoc advisory groups, and encourage residents to apply.

a) Recommendation: Encourage community engagement and civic participation across all demographic lines.

Policy 4.2: The City should invest in civic engagement training for public officials, city staff, and residents to foster a climate of public participation.

a) Recommendation: Host annual training/conference on the latest trends, technologies, and tools uses to engage citizens. City staff shall plan and publicize the event, in collaboration with the CEC.

2) Reinstate the Welcome Packet for New Residents

Current Status: *No Change*. On February 12th Commissioner Mueller raised the issue of moving forward on the Welcome Packet to welcome new residents to Roseville. (In the past such a Welcome Packet had been the responsibility of the Roseville Housing and Redevelopment Agency.) Commissioner Manke and Staff Liaison Garry Bowman volunteer to assist her in this effort.

Next Steps: To Be Discussed at a future Commission meeting. At this time this project appears to be dormant.

Policy Context: Related Commission Policies and Recommendations

Policy # 7.2: The City should emphasize communications utilizing existing systems more proactively and effectively with the intention of engaging residents.

e) Recommendation: Reinstate the "Welcome Packet" for new residents of Roseville and incorporate information needed to foster volunteerism and effective civic engagement in the "Welcome Packet."

3) NextDoor

Current Status: NextDoor leads have met three times in order to coordinate their efforts and assist each other in following the NextDoor Guidelines and increasing participation. Initial motivation was to use the NextDoor network to foster neighborhood participation and neighborhood associations. Commissioners Grefenberg and Sanders have participated in all three meetings.

The NextDoor leads at their last meeting on May 5th approved a list of tips and suggestions for all NextDoor leads entitled *Roseville's Next Door Did You Know Tips*

Policy Context: **Related Commission Policies and Recommendations**

Policy # 7.2: The City should emphasize communications utilizing existing systems more proactively and effectively with the intention of engaging residents.

a) √ Recommendation: Connect Nextdoor neighborhood leads to facilitate communication between them on issues of city-wide significance.

b) Recommendation: Devise a process for identifying, maintaining, and updating Nextdoor neighborhood leads.

Current Status: Some progress has been achieved. As referenced above, a comprehensive list of suggestions for NextDoor leads has been prepared by the leads themselves. Although Grefenberg and Sanders have participated in this effort, much of the credit for the drafting of this document should go to the leads themselves.

c) Consider ways the City could support the efforts of NextDoor leads in disseminating information necessary for neighborhood-building efforts.

Policy # 8.1: Monitor and Evaluate the Success of NextDoor and include goal-related metrics and user satisfaction.

4) Commission Governance and Practices

aka Uniform Commission Code

Current Status: Chair has been advised that the Uniform Commission Code may be acted upon soon this spring. The Commission adopted and presented several recommended policies to the Council in its December Report to the Council. In April of 2015 Chair Grefenberg and Vice-Chair Becker met with the primary authors of the proposed Uniform Commission Code and reviewed the Commission's recommendations on these items. At the July 13th Council meeting Vice-Chair Gardella and Commissioner Grefenberg testified on the Commission's recommendations, and were well received.

Those recommendations adopted by the Council on July 20th are indicated below with a √ mark, as well as a few other procedural changes initiated by the City Manager with the support of the Council.

Policy Context: Related Commission Policies and Recommendations

2.1 Policy: The City should foster public participation at both the council and commission level.

Recommendations:

a.) Encourage each commission to hold community meetings.

√ c.) Have commission meetings follow these same rules and procedures as the city council, and as described above.

Included in the recently enacted Uniform Commission code.

Rationale: The practice of a few Commissions does not make clear that public input can occur during its meeting. Once approved by the Council, the City Manager should advise all Commissions to provide for public comment before and during its meetings. Public comment during a meeting should occur before a Commission takes action on an agenda item.

Achieved: The Council in its Uniform Commission Code also included this as a requirement for all Commissions. In addition, the Code includes a

provision that minutes of Commission meetings *shall be detailed in the same way as the City Council minutes are written.*

√d.) Provide direct contact information for each commission and its leadership on its web page and printed materials such as brochures.

Achieved earlier in the year by the City Manager with the support of the Council, as well as confirmed in the recently-enacted Uniform Commission Code.

e.) Explore alternative methods to reach those who are not normally involved in civic affairs.

Progress: City Administration has initiated a focused program for working with the Karen Community on some of the issues confronting this new immigrant community. Commissioner Sanders is participating in that effort.

f.) In so far as possible staff should advise Commissions on items on Council agenda which fall under their purview according to City Ordinance.

Rationale: Since a Commission's function is to serve as an advisor to the Council, as such it requires advance notice of a Council's deliberations in order to give timely advice.

Current Status: Considered by the proponents of the Uniform Commission Code but not included at this time in the newly-enacted code.

√ 2.3 **Policy**: The City should develop and enforce an absence policy for commissions.

Recommendations:

We recommend the City:

a) **√** Request staff report to the City Council when any commissioner misses more than four meetings in a rolling twelve month period or an equivalent maximum of missed meetings for those few commissions who meet less often.

TIMELINE: Contingent upon when the Council takes up the Uniform Standards for Commissions.

Achieved in the Uniform Commission Code passed by the Council in July, 2015. The City Ordinance now stipulated that the Staff Liaison or the Commission chair report to the Council any Commissioner missing three meetings in a rolling twelve month period, a more stringent than initially proposed by the Commission.

2.4 **Policy:** The City should provide opportunities for residents to learn about Commissions.

2.4.1: Prior to the annual announcement of Commission openings or at the same time, the City and the Commission should sponsor an open workshop to learn about Commissions, how and why they operate, the role of individual Commissioners, and other information on Commissions, general and specific.

2.4.2: The organization and scheduling of this workshop should be closely coordinated with Staff so that the Workshop itself should be seen as an integral part of the City's process of advertising and filling Commission vacancies.

TIMELINE: Planning and concurrence of staff and Council should be achieved by the end of February, 2015, so this workshop can be seen as a pilot project incorporated into the spring process for filling Commission vacancies.

Current Status: No progress on this recommendation at this time. Next cycle of Commission appointments will be in the early spring of 2016.

GRG: 08-06-2015

Roseville Community Engagement Commission
Definition of Terms for Consideration - REVISED
August 13, 2015

PREFACE

Community and civic engagement are relevant no matter where you live. As an inner-ring suburb, Roseville has the best of urban life and suburban living, but like many other inner-ring suburbs, the City faces the challenges of rapid change, sprawl, and the growing isolation of urban and suburban culture. These challenges can be met with a strong community and civic engagement infrastructure. Engaged citizens have a stronger sense of self and of their community, and they have knowledge of and access to community networks and resources. Engaged citizens are invested in making their community the best it can be - for themselves and their neighbors.

In 2014, the Roseville City Council created the Community Engagement Commission to advise them on the effective and meaningful involvement of Roseville residents in their community, and to make recommendations, review policies and suggest strategies that will help to improve city communication and increase a sense of community. To that end, the Community Engagement Commission is adopting the following definitions and principles to serve as guides to our work and the work of the City.

COMMUNITY ENGAGEMENT

Community engagement is an intentional process that includes multiple strategies to promote the participation of residents in community life, especially those who are excluded and isolated, by engaging them in collective action to create a healthy community. Community is defined as those who are affiliated by geographic proximity, culture, special interests or similar situations with respect to issues affecting their well-being.

Principles/Practices of Authentic Community Engagement

- Stay in it for the long term. Community engagement is about relationships, not just issues, and relationships take time.
- Honor the expertise in the community. People are experts in assessing the long-term needs of their community and developing solutions to address their challenges.
- Work WITH communities not FOR communities. When you work with communities you help to build their capacity and leadership, and ensure that the engagement efforts leave the community better.
- Move beyond consultation or input. True community engagement goes beyond consultation to authentically facilitate community involvement in decision-making.
- Context matters. Understand the historical context in which previous attempts of engagement have been occurring. What are the stories of success, lessons learned, barriers, and tensions?
- Know the community. Establish relationships, build trust, work with the formal and informal leadership, and seek commitment from community organizations and leaders to co-create solutions.

- Be intentional in addressing power. Power imbalances will affect the ability of the community to participate and act as an equal partner.
- Recognize, respect and appreciate the diversity/differences within and across communities. Awareness of the factors impacting communities' ability to exercise their power (like historical trauma, oppression, disenfranchisement, etc.) must be intentionally addressed while co-creating, planning, designing, and implementing approaches to engage a community.
- Expect tension. Authentic engagement is not necessarily easy or peaceful.

CIVIC ENGAGEMENT OR CIVIC PARTICIPATION

Individual and collective actions designed to identify and address issues of public concern. Civic engagement can take many forms – individual volunteerism, volunteering on city commissions and committees, involvement with neighborhood groups or other non-profit civic organizations, and/or organizational involvement for electoral participation. It can include efforts to directly address an issue, work with others in a community to solve a problem or interact with the institutions of representative democracy.[1]

Principles of Civic Engagement[2]

- Those who are affected by a decision have a right to be involved in the decision-making process.
- Community members are assured that their contribution will influence the decision, and will be told/shown how their input affected the decision.
- Seek out and facilitate the involvement of those potentially affected by or interested in a decision.
- Community members have a say in how they want to participate.
- Community members have access to the information they need to participate in a meaningful way.

[1] *American Psychological Association*

[2] *Adapted from IAP2 USA - http://iap2usa.org/resources/Documents/Core%20Values%20Awards/IAP2%20-%20Core%20Values%20-%20stand%20alone%20document.pdf*

REQUEST FOR COUNCIL ACTION

Date: August 24, 2015
Item No.: 11.c

Department Approval	City Manager Approval

Item Description: Discussion of Civic Engagement Module Policy & Procedures

BACKGROUND

In March of 2015 the City Council approved a recommendation of the Community Engagement Commission to contract with Granicus to develop an electronic civic engagement module for integration with the City of Roseville website. A Contract was executed with Granicus to develop the module and in July development of the module, Speak Up, Roseville! (www.speakuproseville.org), was completed and the module was ready for launch.

Also in July, Councilmember Lisa Laliberte requested that Staff come before the City Council for a final discussion about the module and any associated policies and procedures developed to administer the platform prior to the module going live.

POLICIES AND PROCEDURES

Staff has developed the attached Speak Up, Roseville! Policies and Procedures manual to assist in the oversite and management of the module. The manual discusses responsibilities for day-to-day maintenance, interaction responsibilities, use requirements and restrictions, and topic selection, as well as other logistical items.

STAFF RECOMMENDATIONS

Staff recommends that City Council accept the Speak Up, Roseville! Policies and Procedures Manual and grant final approval for launch and integration of civic engagement module into City website.

REQUESTED COUNCIL ACTION

A motion to accept the Speak Up, Roseville! Policies and Procedures Manual and authorize staff City Council integrate civic engagement module into City website.

Prepared by: **Garry Bowman, Staff Liaison**
Attachments: A: Speak Up, Roseville! Policies and Procedures Manual (revised 8/19/15)

CITY OF ROSEVILLE

SPEAKUP, ROSEVILLE!

POLICIES AND PROCEDURES

DRAFT

2660 CIVIC CENTER DRIVE
ROSEVILLE, MN 55113

Revised: 8/19/15

Speak Up, Roseville Policy - draft

August 2015

I. Policy

The City of Roseville will determine how its web-based civic engagement module, SpeakUp, Roseville!, will be designed, implemented and managed as part of its overall communication strategy.

II. Purpose

The City has an overriding interest in deciding what is "asked" and "answered" on behalf of the City. This policy establishes guidelines for the use of SpeakUp, Roseville!. The policy ensures the proper use of the civic engagement module by its employees and establishes procedures for operating the module in a positive and informative fashion. Staff tasked with using the module shall have the responsibility to use these resources in an efficient, effective, ethical and lawful manner.

III. Scope

This policy applies specifically to the SpeakUp, Roseville! civic engagement module. The City's official website, www.cityofroseville.com shall remain the City's primary online medium for communicating information to the public.

IV. Definition

SpeakUp, Roseville! is a civic engagement module integrated into the City's website that allows for resident feedback through discussions on selected topics and direct feedback via surveys. The module allows residents to find out about ongoing Projects, create/share/vote on citizen-generated Ideas, and connect with other residents that share their interests.

V. General Conditions & Restrictions

Goals

The goals of integrating a civic engagement module is:

- To promote the value and importance of civic participation among residents
- To sustain the productive involvement of its residents
- To engage a broader audience and generate fresh ideas
- To better inform residents of new and ongoing projects
- To seek feedback from residents about current and potential projects
- To foster 2-way communications channels and to maintain an open, professional and responsive dialog with residents

VI. Management of Civic Engagement Module

Communications staff will be responsible for day-to-day maintenance of SpeakUp, Roseville! Communications staff may at times rely on the expertise of additional city staff, the city manager, department heads and city councilmembers to assist with interactions.

When using SpeakUp, Roseville! as a representative of the City of Roseville will:

- Adhere to personnel policies
- Use appropriate language

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- Not provide private or confidential information
- Not negatively comment on community partners or their services
- Not provide information related to pending decisions that would compromise negotiations
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases

VII. Use

The primary use of SpeakUp, Roseville! will be for the City to better inform residents of new and ongoing projects and to receive feedback from residents about those projects. SpeakUp, Roseville! will also be a place where residents can share their own ideas and receive responses from the City.

VIII. Posting of Topics

City staff will be primarily tasked with generating and moderating topics for inclusion on SpeakUp, Roseville! City Councilmembers will also produce guidance for topics. Commission members may suggest topic for staff to include in discussion or forum section of the module. Inclusion of suggested topics made by commission members shall be determined by the City Manager. Resident's ideas and discussion items shall be posted in the Ideas section of the module; however should staff determine that an idea should be escalated to a discussion or forum item it may choose to do so after consultation with the City Manager. Staff interested in employing the survey function of SpeakUp, Roseville! shall do so only after receiving approval from the City Council. Staff will also make it known that the surveys are for informational purposes and are not meant to serve as scientific measurements of public opinion.

IX. Hosting, Training, and Support

City of Roseville Communications staff will provide basic training to the primary staff members responsible for maintaining SpeakUp, Roseville!

X. Data Retention

The City will comply with the Minnesota General Record Retention Schedule. Routine social media posts and comments by residents are considered "transitory correspondence," as defined by the Minnesota General Records Retention Schedule. These messages are not required to be retained.

XI. Disclaimer

The following disclaimer will be posted as a part of SpeakUp, Roseville!:

> SpeakUp, Roseville! is operated by the City of Roseville. The City reserve the right, at our sole discretion, to change, modify, add or delete comments or posts, photos and video at any time.
>
> Comments associated with unlawful activity or that contain offensive or vulgar language or photos, personal attacks on staff or members of the public, political endorsements of any kind, commercial advertisements or any other form of commercial solicitation will be removed.
>
> The City of Roseville has the right to reproduce any pictures or videos to this site in any of its publications or websites or any other media outlets.
>
> The views, postings or opinions expressed on this site do not necessarily reflect those of the City of Roseville.

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XII. Advertising

The City of Roseville does not endorse any product, service, company or organization advertising through its civic engagement module.

XIII. Privacy Policy

The City of Roseville does not share information gathered through its social media sites with third parties for promotional purposes. However, any information you provide to the city is subject to the Minnesota Data Practices Act. This law classifies certain information as available to the public upon request.

XIV. Moderating Public Comments

City of Roseville staff, with administrative rights, will not edit posted comments, but may remove comments that are abusive; obscene; defamatory; in violation of the copyright, trademark right or other intellectual property right of any third party; or otherwise inappropriate or incorrect. The following may be removed by city staff:

- Potentially libelous comments
- Obscene or racist comments
- Personal attacks, insults or threatening language
- Plagiarized material
- Private, personal information published without consent
- Comments totally unrelated to the topic of the forum
- Commercial promotions or spam
- Hyperlinks to material that is not directly related to the discussion
- Sexually content or links to sexual content
- Encourage or promote illegal activity
- Promote political campaigns or ballot measures
- Information that may compromise the safety or security of the public
- Posts by individuals using aliases or false names to utilize module

In addition, residents may flag abusive or offensive comments as part of the SpeakUp, Roseville! terms of use. Once a comment has been flagged it is removed from being displayed and placed into a queue for staff review. Should staff determine the comment to have violated the module's terms of conditions the comment will be deleted and the posting member warned. Repeated offensive posts may result in loss of posting privileges for the offending poster.

DRAFT

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Agenda Date: 8/24/2015
Agenda Item: 12.a

Department Approval

City Manager Approval

Item Description: Public Hearing to Consider Amending TIF Districts 10 and 12, Approval of a Development Agreement, and Approval of a Final Plat of the Development Property at 2325 – 2335 Dale Street, and 657 – 675 Cope Avenue Into 18 Medium-Density Residential Lots

PROJECT TIMELINE

On April 6, 2015, the City of Roseville entered into a purchase agreement with the Roseville Housing and Redevelopment Authority in order to purchase the HRA's land that is contained in the Dale Street redevelopment project area that called for a closing by June 30, 2015.

On May 11, 2015, the City of Roseville entered into a predevelopment agreement with the Greater Metropolitan Housing Corporation (GMHC) so that GMHC can purchase and develop the property.

The City of Roseville contracted with an environmental firm to perform a Phase 1 environmental analysis and the report has been reviewed by GMHC, Western Bank, City Staff and the City Attorney and been deemed to be sufficient for waiving the City's environmental contingency in the purchase agreement with the HRA.

The City of Roseville has obtained updated title for the property that the City Attorney has deemed to be sufficient to waive the City's title contingency in the purchase agreement with the HRA.

GMHC has received a written commitment from Western Bank for project financing. The financing commitment is a readvancing line of credit draw note in the amount of $1,461,000 with a maturity of 36 months. The commitment covers all 18 townhome units. The value of the units that are proposed was confirmed by the bank's appraiser and therefore it is comfortable funding the project. The initial 6 units will be funded without a presale requirement and then each of the additional two phases of 6 units will have a 50% presale requirement, which is a standard condition for townhome project financing. The bank has indicated that if presales go faster than anticipated, the bank will increase the amount available to the project so that it can move forward in a timely fashion and improve economies of scale.

The initial pro forma and commitment were reviewed by the City's housing finance consulting firm, Ehlers and Associates.

On June 22, 2015, the City Council approved an Interfund Loan Resolution to advance TIF funds for the closing on the HRA property in advance of the formal modifications of the TIF districts funding the development (TIF Districts 10 and 12).

On June 24, 2015, the City closed on the property owned by the HRA.

On July 20, 2015, the City Council set the date for the TIF public hearing and approved the preliminary plat for the development.

On August 17, 2015, the City Council reviewed the development agreement, financial commitment and elevations in a work session and identified no significant issues.

TIF MODIFICATION BACKGROUND

On July 20, 2015, the City Council set a date for a public hearing on August 24th to amend TIF Districts 10 and 12. The TIF Districts are being modified to identify the use of the TIF 10/12 funds to support the Dale Street project, including repaying the interfund loan used to close on the HRA owned property and paying the city for the land value of the former fire station.

The proposed action is just the step necessary to implement the City Council's past policy decisions regarding this project and not any new policy direction. A draft resolution authorizing modifications to the development program for Development District 1 and TIF Plans for TIF Districts 10 and 12 is included with this RCA as Exhibit A, and the proposed Development and TIF District amendments themselves are included as Exhibits B, C, and D.

DEVELOPMENT AGREEMENT BACKGROUND

The predevelopment activities for the Dale Street development are coming to a close. Following the August 24th meeting, the focus will quickly move towards setting up the closing on the property with the developer and the initiation of construction.

The City's TIF Attorney has prepared a draft purchase and redevelopment resolution for approval and contract, which is included with this RCA as Exhibit E & F.

Staff has negotiated provisions to benefit the City if unanticipated changes occur in the project both in the positive and negative direction. If the project should go into default, there are provisions for the City to obtain title to the property again. The City's interest would be subordinate to the bank's financial interest (which is a common condition for developments), but the City would have a process available to it to eliminate the developer's ownership interest in the event of a default and reclaim title to the property.

If the project should succeed beyond projections, there is a provision for the City to share the extra profits, thereby reducing the initial land and demolition TIF subsidy.

Proposed draft elevations are also included with this RCA as Exhibit G. The developer is working with the City Planner to develop the final elevations. Some of the final modifications that the developer is having prepared right now include the following:

- Working with a designer to create cohesive color schemes for the project. The developer wants each unit to have some individuality but tie into the larger development as well.
- Architectural styles and color schemes for each building will be made consistent along all four sides. For example, if a front porch design has shakes or boards and batten, these materials will be carried around the sides and back as well.
- Homeowners will have a variety of front door styles to choose from but they will all tie into the overall theme.
- Muntins will be added to the windows for architectural interest.
- Garage door styles will be tied into the styles for windows and doors.

If all proceeds according to the current schedule, it is anticipated that a property closing would occur shortly after the developer is able to record the final plat (early September).

FINAL PLAT

Application Information

Applicant: Greater Metropolitan Housing Corporation

Property Owner: City of Roseville & Roseville Housing and Redevelopment Authority

Application Submission: received on August 7, 2015; considered complete on August 17, 2015

City Action Deadline: October 6, 2015, as mandated by Minn. Stat. §462.358

General Site Information

Land Use Context

	Existing Land Use	Guiding	Zoning
Site	Vacant	MR	MDR
North	One-family residential, detached Multi-family	LR HR	LDR-1 HDR-1
West	One-family residential, detached	LR	LDR-1
East	Place of assembly	IN	INST
South	Multi-family	HR	HDR-1

Natural Characteristics: The site includes many trees on the existing undeveloped lots.

Planning File History: PF14-004; rezoned the property to MDR and approved a preliminary plat of 25 residential lots for a mix of one-family dwelling types. Final plat was not brought forward within the time allowed by the Subdivision Code.

Preliminary Plat Actions:

On July 1, 2015, the Planning Commission unanimously recommended approval of the proposed preliminary plat, subject to conditions.

On July 20, 2015, the City Council unanimously approved the preliminary plat, subject to conditions, as part of that meeting's consent agenda.

Final Plat Analysis

Greater Metropolitan Housing Corporation (GMHC) proposes to demolish the decommissioned fire station and replat the property into 18 lots for development of one-family, attached and detached townhomes. The proposed final plat, included with this report as RCA Exhibit H, conforms to the preliminary plat approval with its three conditions:

a. *The Public Works Department shall approve easements, rights-of-way, grading and drainage, storm water management, and public utility requirements as necessary to meet the applicable standards prior to the approval of the final plat or issuance of permits for site improvements;*

b. Permits for site improvements shall not be issued without evidence of an approved permit from the Ramsey-Washington Metro Watershed District; and

c. Final plat approval shall not be issued without approval of a tree preservation plan, accounting for any impacts not yet anticipated, by the Community Development Department.

The portions of condition "a" of the preliminary plat approval related to easements and rights-of-way needed to be addressed before final plat approval, and have been satisfactorily addressed as presented in Exhibit A. The final grading, drainage, storm water, utility and other development plans must still be finally reviewed and approved in order to issue permits for development activities; this is the subject of a recommended condition of final plat approval.

Condition "b" of the preliminary plat approval does not require action prior to final plat approval, and should be carried over as a condition of final plat approval.

GMHC's development team has been working with Roseville's consulting arborist, Mark Rehder, to develop the tree preservation plans to satisfy condition "c" of the preliminary plat approval. Mr. Rehder has concluded that the tree preservation plan reviewed with the preliminary plat is accurate insofar as it indicates the removal of nearly all of the existing trees. Final tree replacement calculations could still change, however, depending on final grading and construction plans and given that some formerly-healthy oak trees were significantly harmed when the homestead was burned.

Public Comment

Planning Division staff has not received any additional public comments following the approval of the preliminary plat.

Park Dedication

Roseville's Parks and Recreation Commission reviewed the preliminary plat against the park dedication requirements of §1103.07 of the City Code and recommended a dedication of cash in lieu of land The existing land area is composed of five buildable lots in the 1977 *O'Niell's Addition* plat and un-platted parcel where the former fire station stands. Since the existing land comprises five residential lots, the proposed 18-unit plat would create 13 new building sites. The 2015 Fee Schedule establishes a park dedication amount of $3,500 per residential unit; for the 13, newly-created residential lots the total park dedication would be $45,500, to be collected prior to recording an approved plat at Ramsey County.

RECOMMENDED ACTIONS

1) **Hold the public hearing for modification of TIF Districts 10 and 12.**

2) **Adopt a resolution authorizing modification to the development program for TIF District 1 and TIF Plans for Districts 10 and 12.**

3) **Adopt a resolution authorizing entering into a Purchase and Redevelopment Contract with Dale Street Station, LLC** for redevelopment of the Dale Street Fire Station project area and performance of the actions necessary to meet the City's obligations identified in the executed purchase and redevelopment contract.

4) **Adopt a resolution approving the proposed Garden Station final plat** of the property of the property at 2325 – 2335 Dale Street, and 657 – 675 Cope Avenue, based on the public

record, the conformity of the proposed final plat with the approved preliminary plat, and the content of this RCA, subject to the following conditions:

a. The Public Works Department shall approve grading and drainage, storm water management, and public utility requirements as necessary to meet the applicable standards prior to issuance of permits for site improvements;

b. Permits for site improvements shall not be issued without evidence of an approved permit from the Ramsey-Washington Metro Watershed District; and

c. Final plat approval shall not be issued without approval of a tree preservation plan, accounting for any changes to grading, utility, or storm water plans not yet anticipated, by the Community Development Department.

ALTERNATIVE ACTIONS

A) Pass a motion to table the item(s) for future action. Tabling beyond October 6, 2015 may require an agreement to extend the 60-day action deadline established in Minn. Stat. §462.358 to avoid statutory approval of the final plat.

B) Adopt a resolution denying the request(s). Denial should be supported by specific findings of fact based on the City Council's review of the application, applicable City Code regulations, and the public record.

Prepared by: **Senior Planner Bryan Lloyd**
651-792-7073 | bryan.lloyd@cityofroseville.com

RCA Exhibits:
- A: Draft resolution authorizing TIF modifications
- B: Modified Development Program for Development District 1
- C: Modified TIF Plan, TIF District 10
- D: Modified TIF Plan, TIF District 12
- E: Draft resolution authorizing purchase and redevelopment contract
- F: Draft purchase and redevelopment contract
- G: Proposed elevations
- H: Proposed final plat
- I: Draft resolution approving final plat

RCA Exhibit A

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

HELD: August 24, 2015

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 called and held on the 24th day of August, 2015, at 6:00 p.m.

The following members of the Council were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING THE MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1 AND APPROVING THE MODIFICATIONS TO THE TAX INCREMENT FINANCING PLANS FOR TAX INCREMENT FINANCING DISTRICT NOS. 10 AND 12.

A. WHEREAS, the City of Roseville, Minnesota (the "City") has heretofore established Development District No. 1 and adopted a Development Program therefor and established Tax Increment Financing District No. 10 and Tax Increment Financing District No. 12 (together, the "TIF Districts) therein and approved and adopted a Tax Increment Financing Plan for each of the TIF Districts (the "TIF Plans") therefor under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794 (the "Act"); and

B. WHEREAS, the City Council has investigated the facts and has caused to be prepared a modification to the Development Program for Development District No. 1 (the "Development Program Modification") and the modifications to the TIF Plans for the TIF Districts (the "TIF Plan Modifications"), which identifies parcels to be acquired within Development District No. 1 (the Development Program Modification and the TIF Plan Modifications are referred to collectively herein as the "Modifications"); and

C. WHEREAS, the City has performed all actions required by law to be performed prior to the approval of the Modifications, including, but not limited to, notification of Ramsey County and School District No. 623 having taxing jurisdiction over the property included in the TIF Districts and the holding of a public hearing upon published and mailed notice as required by law; and

D. WHEREAS, the City held a public hearing on the Modifications on this date following not less than 10 days and not more than 30 days published notice in the local newspaper of general circulation; and

E. WHEREAS, the City is not modifying the boundaries of the Development District or the TIF Districts; and

F. WHEREAS, the City is not extending the duration of the TIF Districts.

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

1. Development District No. 1. The City has heretofore established in the City Development District No. 1 (the "Development District"), the initial boundaries of which are fixed and determined as described in the Development Program.

2. Development Program Modification. The Development Program Modification for the Development District, a copy of which is on file in the office of the City Manager, is adopted.

3. TIF District Nos. 10 and 12. The City has heretofore established the TIF Districts within the Development District.

4. TIF Plan Modifications. The TIF Plan Modifications are adopted for the TIF Districts, and the City Council makes the following findings:

(a) The City Council hereby reaffirms the original findings for the TIF Districts, namely that when they were established, each was established as a "redevelopment district".

(b) The TIF Plan Modifications identify additional parcels to be acquired within the Development District.

(c) The TIF Plan Modifications will generally compliment and serve to implement policies adopted by the City.

(d) The TIF Plan Modifications conform to the general plan for development or redevelopment of the City as a whole. The fact supporting this finding is that the TIF Plan Modifications will generally complement and serve to implement policies adopted in the City's comprehensive plan.

(e) The TIF Plan Modifications will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Development District by private enterprise. The facts supporting this finding are that the TIF Plan Modifications will continue the redevelopment by private enterprise that has been stimulated under the original plan for the TIF Districts.

5. Public Purpose. The adoption of the Modifications conform in all respects to the requirements of the Act and will help fulfill a need to redevelop an area of the State which is already built up, to provide employment opportunities, to provide housing opportunities, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

6. Approval and Adoption of the Modifications. The Modifications, as presented to the City Council on this date, are hereby approved, ratified, adopted and shall be placed on file in the office of City Manager.

7. Filing. The City Manager is authorized and directed to file a copy of the Modifications with Ramsey County Auditor. The City Manager is further authorized and directed to file a copy of the Modifications with the Commissioner of Revenue and the Office of the State Auditor.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon 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
RAMSEY COUNTY
CITY OF ROSEVILLE

I, the undersigned, being the duly qualified and acting City 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 of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the modifications to the City's development program for Development District No. 1 and tax increment financing plans for Tax Increment Financing District Nos. 10 and 12.

WITNESS my hand this 24th day of August, 2015.

_____
Patrick Trudgeon, City Manager

City of Roseville, Minnesota

Modified Development Program

for

Development District No. 1

Draft Dated: August 24, 2015
Public Hearing Scheduled: August 24, 2015

Prepared by:

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Map of Development District 1 ..... EXHIBIT I-A
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SECTION I

DEVELOPMENT PROGRAM FOR
DEVELOPMENT DISTRICT NO. 1

The City of Roseville adopted a Development Program and created Development District No. 1 on October 13, 1982. At that time, Tax Increment Financing Districts No. 1 and No. 2 were also created within Development District No. 1 and Tax Increment Financing Plans were adopted. Subsequent to the initial tax increment financing activity in 1982 and continuing through 2005, Tax Increment Financing Districts Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, Hazardous Substance Subdistrict No. 11A, and Hazardous Substance Subdistrict No. 17A were created within Development District No. 1 and the appropriate Tax Increment Financing Plans were adopted and added to the Development Program. Additional tax increment financing activity within Development District No. 1 from 1995 through 2010 included the decertification of Tax Increment Financing Districts Nos. 2, 3, 4, 5, 6, 7, 8, 9, 14, and 15 and various modifications to the Development Program and the Tax Increment Financing Plans for the remaining Tax Increment Financing Districts Nos. 1, 10, 11, 12, 13, 16, 17 and 18. All previous modifications and amendments to the Development Program and Tax Increment Financing Plans are hereby incorporated into this Development Program. The September 13, 2010 modification to the Development Program included the creation of Tax Increment Financing District No. 19 within Development District No. 1 and the adoption and addition of its Tax Increment Financing Plan to the Development Program;

This August 24, 2015 modification to the Development Program includes:

(1) the modification of Tax Increment Financing District Nos. 10 and 12 within Development District No. 1 and the adoption of the Modified Tax Increment Financing Plans.

Attached to this Development Program is Exhibit I-B, “Municipal Action Taken”, which summarizes the City’s tax increment activities within Development District No. 1 and its various Tax Increment Financing Districts. Also included is the following definitional section for reference and convenience. Please note that these terms shall, for purposes of this Development Program, have the meanings herein specified, unless the context otherwise specifically requires:

"City" means the City of Roseville, Minnesota, a municipal corporation and political subdivision of the State of Minnesota.

"Comprehensive Plan" means the City's comprehensive plan which contains the objectives, policies, standards and programs to guide public and private land use, development, redevelopment and preservation for all lands and water within the City.

"Council" means the City Council of the City.

"County" means the County of Ramsey, Minnesota.

"Development District Act" or "City Development Districts Act" or "Act" means the statutory provisions of Minnesota Statutes, Sections 469.124 to 469.133, inclusive, as amended and supplemented from time to time.

"Development District No. 1" or "Development District" means the geographic area that was designated and created on October 13, 1982 pursuant to the Development District Act.

"Development Program" means the Development Program adopted on October 13, 1982 including all amendments and modifications adopted through August 24, 2015.

"Land Use Regulations" means all federal, state and local laws, rules, regulations, ordinances and plans relating to or governing the use or development of land in the County, including but not limited to environmental, zoning and building code laws and regulations.

"Port Authority Act" means the statutory provisions of Minnesota Statutes, Sections 469.48 to 469.068, inclusive, as amended and supplemented from time to time.

"Program" means the Development Program for the Project Area.

"Project Area" means the real property located within the geographic boundaries of Development District No. 1.

"Development Program" means this Program, which incorporates the Development Program as previously modified and as restated herein, for the Project Area and as it shall be modified or restated, from time to time hereafter, as defined in Minnesota Statutes, Section 469.125, subdivision 3.

"School District" means Independent School District No. 621 or Independent School District No. 623.

"State" means the State of Minnesota.

"Tax Increment Act" means the statutory provisions of Minnesota Statutes, sections 469.174 to 469.1799, inclusive, as amended and supplemented from time to time.

"Tax Increment Bonds" means the general obligation or revenue tax increment bonds issued and to be issued by the City to finance the public costs associated with the Project Area as stated in the Program and in the Tax Increment Plans for each of the Tax Increment Districts within the Project Area. The term "Tax Increment Bonds" shall also include any obligations issued to refund the Tax Increment Bonds.

"Tax Increment District" means any tax increment financing district presently established or to be established in the future within the Project Area.

"Tax Increment Plan" means the respective Tax Increment Financing Plan for each Tax Increment District located within the Project Area.

Section A Statement and Finding of Public Purpose

The Council of the City has determined that there was, and hereby reaffirms that there continues to be, a need for the City to take certain actions designed to encourage and facilitate the private sector to (1) recreate and reinforce a sense of residential place and security to create neighborhood cohesiveness through investment in neighborhood infrastructure and public improvements; (2) rehabilitate the existing housing stock and preserve existing residential neighborhoods wherever possible; (3) revitalize property to create a safe, attractive, comfortable, convenient and efficient area for residential use; (4) develop and redevelop underutilized, blighted, contaminated and unused land located within its corporate limits; (5) improve the tax base of the City, the County and the School District, thereby enabling them to better utilize existing public facilities and provide needed public services; (6) improve the general economy of the City, the County and the State; and, (7) provide additional employment opportunities for residents of the City and the surrounding area. Specifically, the City has determined and reaffirms that there is property within the City that is unused due to a variety of factors, including fragmented ownership, contamination or blighted improvements, which have resulted in a lack of private investment. Further, it was found and is reaffirmed that there are certain underutilized parcels of property within the City which are potentially more useful, productive and valuable than are being realized under existing conditions. As a result, the property is not providing adequate employment opportunities or living environments and is not contributing to the tax base and general economy of the City, the County, the School District and the State to its full potential.

Therefore, the Council has determined and hereby reaffirms that it is necessary to exercise its authority to develop, implement and finance a Program for improving the Project Area to (1) recreate and reinforce a sense of residential place and security to create neighborhood cohesiveness through investment in neighborhood infrastructure and public improvements; (2) rehabilitate the existing housing stock and preserve existing residential neighborhoods wherever possible; (3) revitalize property to create a safe, attractive, comfortable, convenient and efficient area for residential use; (4) facilitate clean up of contaminated properties; (5) improve and maintain the natural environment; (6) provide an impetus for private development and redevelopment; (7) maintain and increase employment; (8) utilize, enhance and supplement existing potential; and, (9) facilitate other activities as outlined in Section I, Subsection F.1. of the Program.

The Council has also determined and hereby reaffirms (1) that the proposed development or redevelopment would not occur solely through private investment in the foreseeable future; (2) that the Tax Increment Plans proposed herein are consistent with the Program; (3) that the Tax Increment Plans would afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Project Area by private enterprise; and (4) that the Program conforms to the Comprehensive Plan of the City.

The Council has further determined and hereby reaffirms that the welfare of the City, School District, County and State requires active promotion, attraction, encouragement and development of economically sound housing, industry and commerce to carry out its stated public purpose objectives.

Section B Statutory Authority

The Council has determined and hereby reaffirms that it continues to be desirable and in the public interest to designate a specific area within the corporate limits of the City as the Project Area and to establish, develop and implement a Program pursuant to the provisions of the Development District Act and the Port Authority Act (collectively, the "Acts"), as amended and supplemented from time to time.

Funding of the necessary activities and improvements in the Project Area shall be accomplished, in part, with any funds the Council has or may have available from any source, including funds made available by the City and through tax increment financing pursuant to the Tax Increment Act.

The Tax Increment Act authorizes the establishment of tax increment districts within the Project Area pursuant to the requirements set forth in Section 469.174. The Tax Increment Act also designates the types of tax increment districts and establishes the limitations and requirements that apply to activities and public improvements which can be financed for each type of tax increment district.

It is the intention of the City, notwithstanding the enumeration of specific goals and objectives in the Program, that the City shall have and enjoy with respect to the Project Area the full range of powers and duties conferred upon the City pursuant to the Acts, the Tax Increment Act, and such other legal authority as the City may have or enjoy from time to time.

Section C Property Description

The boundaries of the Project Area are coterminous with the corporate boundaries of the City and are illustrated on Exhibit I-A.

Section D Rehabilitation

For some projects, property owners within the Project Area will be encouraged to rehabilitate their properties to conform with the applicable State and local codes and ordinances, as well as any design standards. Potential owners who may purchase property within the Project Area from the City may be required to rehabilitate their properties as a condition of sale of land. The City will provide such rehabilitation assistance as may be available from federal, State, County, or local sources.

Section E Relocation

The City accepts its responsibility for providing for relocation, if and when applicable, pursuant to Minnesota Statutes and federal law.

Section F Development Program

1. Statement of Objectives. The Council originally determined, and its determinations are hereby reaffirmed, that the establishment of the Project Area and the adoption of the Program will provide the City with the ability to achieve certain public purpose goals not otherwise obtainable in the foreseeable future without City intervention in the normal development or redevelopment process. These public purpose goals include: (1) restoration and improvement of the tax base and tax revenue generating capacity of the Project Area; (2) increased employment opportunities; (3) realization of comprehensive planning goals; (4) removal of blighted conditions and environmental contamination; (5) preservation and enhancement of the natural environment of the community and implementation of the Natural Resource Management Plan dated June, 2002; and, (6) revitalization of the property within the Project Area to create an attractive, comfortable, convenient and efficient area for housing, industrial, commercial, and related uses.

The Program objectives for the Project Area include the following:

a. Revitalize property to create a safe, attractive, comfortable, convenient and efficient area for residential use.

b. Create and reinforce a sense of residential place and security which creates neighborhood cohesiveness through City investment in neighborhood infrastructure and public improvements, including landscaping, park improvements, local street modifications to reduce traffic impacts, street construction or repaving, curb and gutter construction or replacement and streetlight installation or updating.

c. Encourage infill development and redevelopment that is compatible in use and scale with surrounding neighborhoods.

d. Rehabilitate existing housing stock and preserve existing residential neighborhoods wherever possible.

e. Demolish and reconstruct, where necessary, aging residential buildings to preserve neighborhoods.

f. Provide a link between seniors moving out of existing single family homes and young families seeking first time purchase options.

g. Develop and promote housing programs that encourage the retention and attraction of young families with children.

h. Provide alternate housing for seniors to enable them to remain a vital part of the community.

i. Develop new housing in partnership with federal, state and regional agencies, non profit community groups and private sector development partners.

j. Develop and promote programs that provide choice and diversity in housing stock to include a variety of affordable housing options.

k. Provide information regarding the importance of quality and diverse housing opportunities and close-knit neighborhoods to foster a sense of community.

l. Promote and secure the prompt development or redevelopment of certain property in the Project Area, which property is not now in productive use or in its highest and best use, in a manner consistent with the City's Comprehensive Plan, which will where practicable, mitigate existing adverse environmental conditions and cause a minimum adverse impact on the environment and thereby promote and secure the development or redevelopment of other land in the City.

m. Promote and secure additional employment opportunities within the Project Area and the City for residents of the City and the surrounding area, thereby improving living standards, reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.

n. Secure the increased valuation of property subject to taxation by the City, the School District, the County and other taxing jurisdictions in order to better enable such entities to pay for governmental services and programs required to be provided by them.

o. Provide for the financing and construction of public improvements in the Project Area necessary for the orderly and beneficial development or redevelopment of the Project Area.

p. Promote the concentration of new desirable residential, commercial, office, and other appropriate development or redevelopment in the Project Area so as to develop and maintain the area in a manner compatible with its accessibility and prominence in the City.

q. Encourage local business expansion, improvement, development and redevelopment whenever possible.

r. Encourage the renovation and expansion of historical structures.

s. Eliminate physical deterrents to the development or redevelopment of the land.

t. Create a desirable and unique character within the Project Area through quality land use alternatives and design quality in new and remodeled buildings.

u. Encourage and provide maximum opportunity for private development or redevelopment of existing areas and structures which are compatible with the Program.

v. Create viable environments which will facilitate and enable the construction, upgrading and maintaining of housing stock, maintaining housing health and safety quality standards, and maintaining and strengthening individual neighborhoods.

w. Stimulate private activity and investment to stabilize, enhance and balance the City's housing supply.

x. Eliminate code violations, remediate environmental contamination and eliminate nuisance and other negative conditions that adversely affect neighborhoods or are obstacles to the objectives of the Program.

y. Remove substandard structures.

2. Revitalization Project Proposals and Public Facilities. Revitalization within the Project Area must be financially feasible, marketable and compatible with longer range City development plans. The following activities represent the development activities that may occur within the Project Area.

a. clearance and redevelopment
b. rehabilitation of remaining buildings
c. relocation of buildings and inhabitants of buildings
d. vacation of rights-of-way
e. dedication of new rights-of-way and pedestrian walkways
f. construction and expansion of commercial and industrial buildings
g. land acquisition
h. soil improvement and site preparation
i. installation or replacement of public improvements
j. environmental cleanup
k. water retention measures including ponds, infiltration systems and rain gardens

3. Open Space to be Created. Open space may be created for the purpose of enhancing housing developments through the development of open space and pedestrian walkways, the installation of special landscaping on residential and public properties, and the creation of recreational facilities, including parks and walkways, to improve the quality of life, transportation and physical facilities.

4. Environmental Controls. To the extent proposed development or redevelopment raises environmental concerns, all municipal actions, public improvements and private development or redevelopment shall be carried out in a manner consistent with applicable environmental standards or approvals.

5. Private Development and Reuse of Property. The Program goals and objectives are to be achieved in a cost efficient and timely manner by assisting and encouraging the private sector whenever reasonably possible. Generally, the City will proceed by contracting with the private sector (developer, builder, user, owner and so forth) for the reuse of land or building that is part

of the Project Area. The City may acquire any property, real or personal, that is necessary or convenient for the implementation of the Program. The City will acquire property if it believes there is a likelihood that the property can be reused in the foreseeable future and if the City can identify sources of revenue to pay for such property. Generally, the City will enter into a contract with the private sector for the reuse of the property. However, there may be parcels that are so important to a proposed redevelopment or reuse that the City may find it difficult or impractical to enter into any contract without first owning or having control of the parcel, either through negotiation or by use of eminent domain. The City may also acquire, from willing sellers or by use of eminent domain, parcels as part of a long-term redevelopment effort. In such instances, the acquisition should meet a stated Program goal or objective, revenues should have been identified to pay for them and the parcels should be held only until sufficient parcels have been acquired to allow Program goals and objectives to be implemented.

Section G Administration

The City Manager shall serve as Administrator of the Project Area pursuant to the provisions of the Development District Act, provided however that such powers may only be exercised at the direction of the Council. No action taken by the Administrator shall be effective without Council authorization.

A developer or redeveloper may be any person, business, corporation (for-profit or non-profit) or government unit, including the City. A developer or redeveloper may initiate a plan and participate with the City in the development or redevelopment thereof.

Section H Parcels to be Acquired

The City may acquire any of the parcels illustrated on Exhibit I-A by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of the Program. With the Modification of the Tax Increment Financing Plans for Tax Increment Financing District Nos. 10 and 12, the City will be acquiring certain properties identified as follows: Lots 18, 19, 20, 21 and 22, Block 1, O'Neil's Addition and Copes Subdivision of LOT 1 of Cope's Subdivision of the SE ¼ of Section 11, Township Subject to Road; Then 134 FT of E 247 FT & N 131 FT of W 78 FT of E 325 FT of LOT 12, according to the recorded plat thereof, County of Ramsey, State of Minnesota to facilitate the redevelopment of the former Dale Street Fire Station area within the City, using tax increment revenues from the identified districts.

Section I Public Improvement Costs

The estimated public improvement costs and the amount of bonded indebtedness, including interest thereon, to be incurred within the Project Area for the benefit of the Project Area and its Tax Increment Districts are set forth in the individual Tax Increment Financing Plans.

Section J Sources of Revenue

Anticipated revenue sources to assist in the financing of the public improvement costs located within the Tax Increment Districts and the Project Area include (1) general obligation and/or revenue tax increment obligations with interest; (2) the direct use of tax increments; (3) the borrowing of available funds, including without limitation interest-bearing City short-term or long-term loans; (4) interfund loans or advances; (5) interfund transfers, both in and out; (6) land sale or lease proceeds; (7) levies; (8) grants from any public or private source; (9) developer payments; (10) loan repayments or other advances originally made with tax increments as permitted by Minnesota Statutes; and (11) any other revenue source derived from the City's activities within the Project Area as required to finance the costs as set forth in each of the Tax Increment Financing Plans. All revenues are available for all tax increment eligible expenses within the Project Area as allowed by Minnesota Statutes.

Map of Development District No. 1

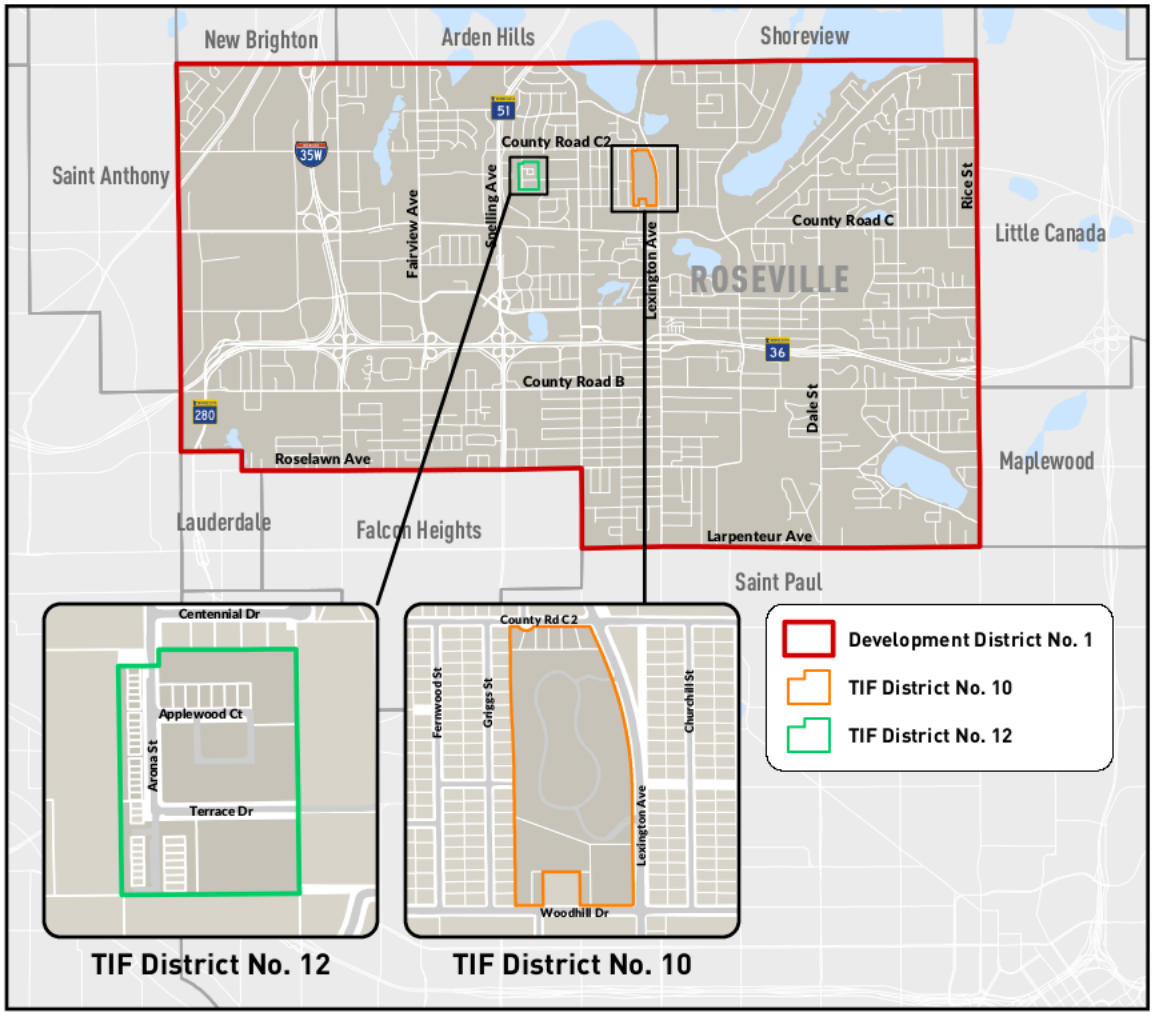

EXHIBIT I-B

MUNICIPAL ACTION TAKEN

The following municipal actions were taken in connection with the tax increment financing activities of the City of Roseville pursuant to Minnesota Statutes, Sections 469.001 to 469.047, 469.048 to 469.068, 469.124 to 469.134, and 469.174 to 469.1799, inclusive, as amended and supplemented from time to time:

October 13, 1982: Creation of Development District No. 1 and adoption of a Development Program; creation of Redevelopment District No. 1 as a redevelopment tax increment district and adoption of a Tax Increment Financing Plan; creation of Redevelopment District No. 2 as a redevelopment tax increment district and adoption of a Tax Increment Financing Plan.

May 9, 1983: Modification of the Development Program Development District No. 1 and Tax Increment Financing Plans for Redevelopment Districts No. 1 and No. 2 to reflect increased project expenses.

September 24, 1984: Creation of [Municipal] Development District No. 3 and adoption of a Development Program; creation of Tax Increment Financing District No. 3 as a redevelopment district and adoption of a Tax Increment Financing Plan.

December 16, 1985: Modification of the Development Program Development District No. 1 to include the area of Development District No. 3/Tax Increment Financing District No. 3; modification of the Tax Increment Financing Plan for Tax Increment Financing District No 1 (previously referred to as Redevelopment District No. 1) to reflect the addition of forty two parcels, increased project expenses and the deletion of ten parcels; modification of the Tax Increment Financing Plan for Tax Increment Financing District No. 2 (previously referred to as Redevelopment District No. 2) to reflect the addition of three parcels and the deletion of twelve parcels; creation of Tax Increment Financing District No. 4 as a redevelopment district and adoption of a Tax Increment Financing Plan.

July 14, 1986: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 5 as a redevelopment district and adoption of a Tax Increment Financing Plan.

January 12, 1987: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 6 as a housing district and adoption of a Tax Increment Financing Plan; creation of Tax Increment Financing District No. 7 as a redevelopment district and adoption of a Tax Increment Financing Plan; creation of Tax Increment Financing District No. 8 as an economic development district and adoption of a Tax Increment Financing Plan.

July 13, 1987: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 9 as a redevelopment district and adoption of a Tax Increment Financing Plan.

October 1988: Creation of Tax Increment Financing District No. 10 as a redevelopment district and adoption of a Tax Increment Financing Plan.

October 23, 1989: Modification of the Development Program for Development District No. 1 and Tax Increment Financing Plans for Tax Increment Financing Districts No. 1 through No. 10.

March 26, 1990: Modification of the Development Program for Development District No. 1 and Tax Increment Financing Plans for Tax Increment Financing Districts No. 1 through No. 10; creation of Tax Increment Financing District No. 11 as a redevelopment district and adoption of a Tax Increment Financing Plan;

creation of Tax Increment Financing District No. 12 as a redevelopment district and adoption of a Tax Increment Financing Plan.

September 10, 1990: Modification of the Tax Increment Financing Plans for Tax Increment Financing districts No. 1 through No. 12.

December 10, 1990: Creation of a Redevelopment Project Area and adoption of a Redevelopment Plan to exercise housing and redevelopment authority powers; creation of Industrial Development District No. 1 and adoption of an Industrial Development Plan to exercise port authority powers.

December 17, 1990: Modification of the Tax Increment Financing Plans for Tax Increment Financing Districts No. 1 through No. 12 to reflect increased project costs within Development District No. 1.

July 8, 1992: Modification of the Tax Increment Financing Plans for Tax Increment Financing Districts No. 1 through No. 12.

September 23, 1991: Modification of the Development Program for Development District No. 1; the Redevelopment Plan for the Redevelopment Project Area and the Industrial Development District No. 1 Plan for Industrial Development District No. 1 to reflect increased geographic areas.

April 26, 1993: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 13 as a redevelopment district and adoption of a Tax Increment Financing Plan.

February 28, 1994: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 14 as a redevelopment district and adoption of a Tax Increment Financing Plan.

April 11, 1994: Modification of the Tax Increment Financing Plans for Tax Increment Financing Districts No. 1 through No. 13 to reflect increased project costs.

September 26, 1994: Creation of Tax Increment Financing District No. 11A as a hazardous substance subdistrict and adoption of a Tax Increment Financing Plan.

June 12, 1995: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 16 as a redevelopment district and adoption of a Tax Increment Financing Plan.

December 31, 1997: Decertification of Tax Increment Financing District No. 8.

December 16, 1996: Modification of the Development Program for Development District No. 1 and the Tax Increment Financing Plans for Tax Increment Financing Districts No. 1 through No. 14 and No. 16 to reassert the powers of Minnesota Statutes, Sections 469.124 through 469.134.

March 24, 1997: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 15 as a redevelopment district and adoption of a Tax Increment Financing Plan.

November 27, 2000: Modification of the Tax Increment Financing Plan for Tax Increment Financing District No. 2 to reflect the elimination of eight parcels; modification of the Tax Increment Financing Plan for Tax Increment Financing District No. 10 to reflect the elimination of six parcels; decertification of Tax Increment Financing Districts No. 5, No. 6, No. 7 and No. 9; modification of the Tax Increment Financing Plans for Tax Increment Financing Districts No. 1 through No. 7 and No. 9 through No. 11 to reflect increased project costs.

December 17, 2001: Decertification of Tax Increment Financing Districts No. 2, No. 3, No. 4, No. 14 and No. 15.

December 8, 2003: Modification of the Tax Increment Financing Plan for Tax Increment Financing District No. 12 to reflect increased project expenses, increased bonded indebtedness and increased sources of revenues.

June 20, 2005: Modification of the Tax Increment Financing Plan for Tax Increment Financing District No. 11 to reflect the elimination of twenty-one parcels; modification of the Tax Increment Financing Plan for Hazardous Substance Subdistrict No. 11A to reflect the elimination of twenty-one parcels; creation of Tax Increment Financing District No. 17 as a redevelopment district and adoption of a Tax Increment Financing Plan; creation of Hazardous Substance Subdistrict No. 17A and adoption of a Tax Increment Financing Plan; restatement of the Development Program for Development District No. 1 and modification of the Tax Increment Financing Plans for Tax Increment Financing Districts No. 1, 10, 11, 12, 13, and 16.

July 13, 2009: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 18 as a housing district and adoption of a Tax Increment Financing Plan.

September 13, 2010: Modification of the Development Program for Development District No. 1; creation of Tax Increment Financing District No. 19 as an economic development district and adoption of a Tax Increment Financing Plan.

August 24, 2015: Modification of the Development Program for Development District No. 1; modification of Tax Increment Financing District Nos. 10 and 12 and adoption of Modified Tax Increment Financing Plans.

City of Roseville, Minnesota

Modification to the Tax Increment Financing Plan

for

Tax Increment Financing (Redevelopment) District No. 10

Within

Development District No. 1

Original Approval: July 7, 1988
Administrative Amendment Approval: March 3, 2014
Modification Draft Date: August 24, 2015
Scheduled Public Hearing to Consider: August 24, 2015

Prepared by:

SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000
WWW.SPRINGSTED.COM

INTRODUCTION

The City, on July 7, 1988 created Tax Increment Financing District No. 10, within Development District No. 1 (Project Area), and adopted a Tax Increment Financing Plan (the "Plan") in connection therewith. The boundaries of Tax Increment Financing District No. 10 are not being modified due to this amendment.

The City previously administratively amended the Plan for Tax Increment Financing District No. 10 on March 3, 2014 to provide for the financing of certain eligible redevelopment project costs within the Project Area and City of Roseville. Specifically the City intends to use available tax increments from the Tax Increment Financing District No. 10 for financing of eligible redevelopment costs in conjunction with the redevelopment of the former Dale Street Fire Station into owner-occupied housing units. The purpose of the administrative amendment to the Plan is to adjust the existing authorized tax increment revenues and public costs to authorize for 'pooling' of increment to pay for eligible redevelopment project costs related to the new anticipated redevelopment project.

The City is further modifying the Plan for Tax Increment Financing District No. 10 to allow for the purchase of property identified in this modification using available tax increment revenues from the Tax Increment Financing District No. 10 for the former Dale Street Fire Station redevelopment project.

The section of the Plan for Tax Increment Financing District No. 10 specifically being modified includes Section F: Parcels to be Acquired and Section G: Estimate of Project Costs. There is not expected to be any additional changes to other sections of the TIF Plan as a result of this modification.

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PART VIII

Tax Increment Financing District No. 10 Finance Plan

Section F Property to be Acquired

The City intends to purchase property located within the Project Area with tax increments from Tax Increment Financing District No. 10 identified as follows:

Lots 18, 19, 20, 21 and 22, Block 1, O'Neil's Addition, according to the recorded plat thereof, County of Ramsey, State of Minnesota.

And

Copes Subdivision of LOT 1 of Cope's Subdivision of the SE ¼ of Section 11, Township Subject to Road; Then 134 FT of E 247 FT & N 131 FT of W 78 FT of E 325 FT of LOT 12.

Section G Estimated Public Costs

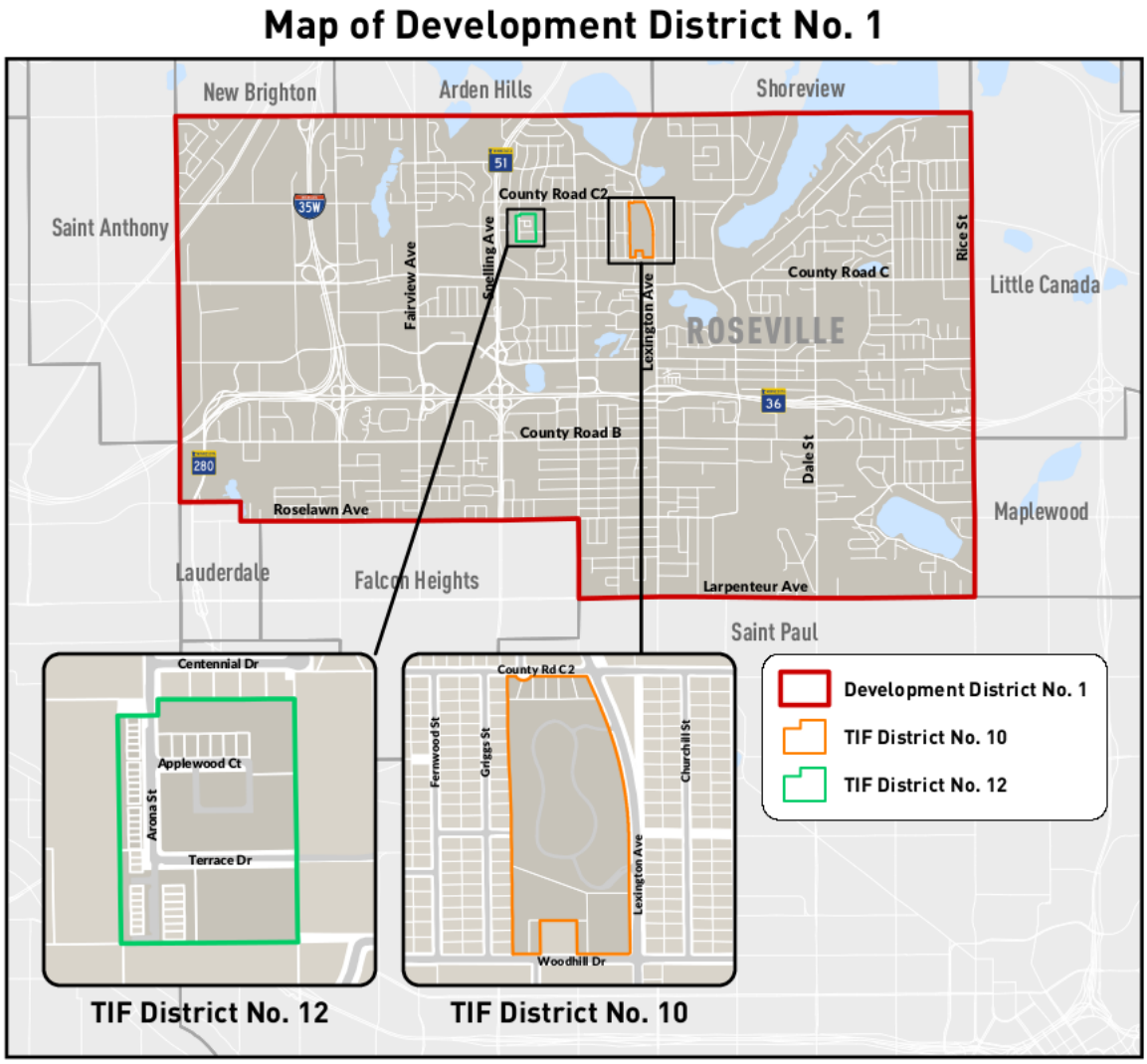
The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

Estimated Project Cost	Estimated Amount June 20, 2005 Modification	Estimated Amount March 3, 2014 Amendment	Estimated Amount August 24, 2015 Modification
Land/building Acquisition	13,117,721	13,117,721	13,117,721
Site improvements/preparation costs	0	2,000,000	2,000,000
Utilities	6,739,847	2,639,847	2,639,847
Other qualifying improvements	4,638,023	6,638,023	6,638,023
Construction of affordable housing	0	0	0
Administrative Costs	0	100,000	100,000
Subtotal	24,495,591	24,495,591	24,495,591
Interest	23,552,093	23,552,093	23,552,093
Total	48,047,684	48,047,684	48,047,684

The City reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased.

Under this Plan as amended, the City estimates additional eligible costs associated with redevelopment of the former Dale Street Fire Station area into owner occupied housing units, including acquisition of property identified, demolition and site improvements, will be financed with available tax increment revenues of this District. The total estimated project cost amount is not being increased but reflects the ability to purchase the property using the tax increment revenues of the TIF District.

Map of Tax Increment Financing District No. 10
Within Development District No. 1



City of Roseville, Minnesota

Modification to the Tax Increment Financing Plan

for

Tax Increment Financing (Redevelopment) District No. 12

Within

Development District No. 1

Original Approval: March 26, 1990
Administrative Amendment Approval: March 3, 2014
Modification Draft Date: August 24, 2015
Scheduled Public Hearing to Consider: August 24, 2015

Prepared by:

SPRINGSTED INCORPORATED
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St. Paul, MN 55101-2887
(651) 223-3000
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INTRODUCTION

The City, on March 26, 1990 created Tax Increment Financing District No. 12, within Development District No. 1 (Project Area), and adopted a Tax Increment Financing Plan (the "Plan") in connection therewith. The boundaries of Tax Increment Financing District No. 12 are not being modified due to this amendment.

The City previously administratively amended the Plan for Tax Increment Financing District No. 12 on March 3, 2014 to provide for the financing of certain eligible redevelopment project costs within the Project Area and City of Roseville. Specifically the City intends to use available tax increments from the Tax Increment Financing District No. 12 for financing of eligible redevelopment costs in conjunction with the redevelopment of the former Dale Street Fire Station into owner-occupied housing units. The purpose of the administrative amendment to the Plan is to adjust the existing authorized tax increment revenues and public costs to authorize for 'pooling' of increment to pay for eligible redevelopment project costs related to the new anticipated redevelopment project.

The City is further modifying the Plan for Tax Increment Financing District No. 12 to allow for the purchase of property identified in this modification using available tax increment revenues from the Tax Increment Financing District No. 12 for the former Dale Street Fire Station redevelopment project.

The section of the Plan for Tax Increment Financing District No. 12 specifically being modified includes Section F: Parcels to be Acquired and Section G: Estimate of Project Costs. There is not expected to be any additional changes to other sections of the TIF Plan as a result of this modification.

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Map of Tax Increment Financing District No. 12 within Development District No. 1 ..... Exhibit I

Tax Increment Financing District No. 12 Finance Plan

Section F Property to be Acquired

The City intends to purchase property located within the Project Area with tax increments from Tax Increment Financing District No. 12 identified as follows:

Lots 18, 19, 20, 21 and 22, Block 1, O'Neil's Addition, according to the recorded plat thereof, County of Ramsey, State of Minnesota.

And

Copes Subdivision of LOT 1 of Cope's Subdivision of the SE ¼ of Section 11, Township Subject to Road; Then 134 FT of E 247 FT & N 131 FT of W 78 FT of E 325 FT of LOT 12

Section G Estimated Public Costs

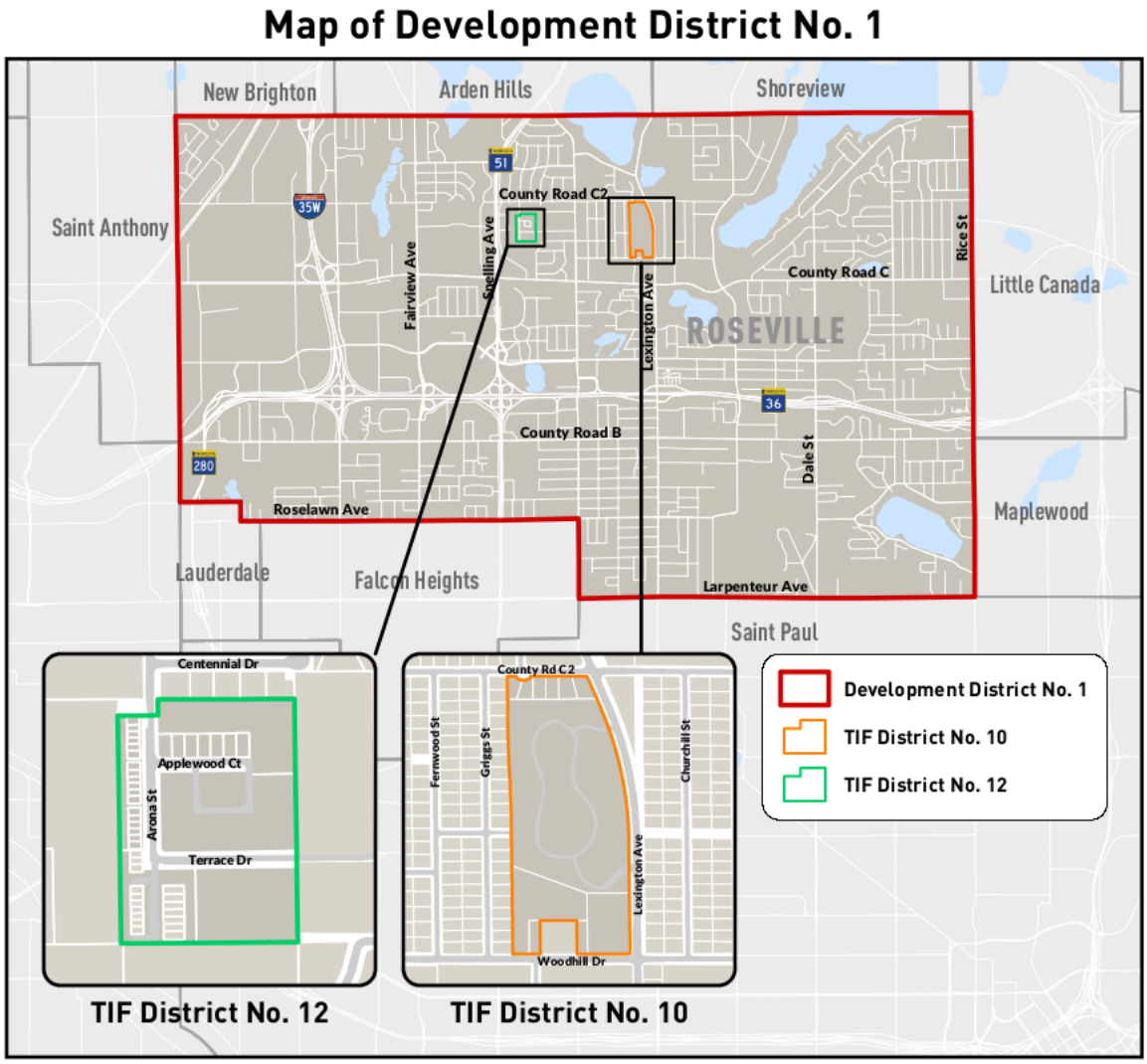
The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

Estimated Project Cost	Estimated Amount June 20, 2005 Modification	Estimated Amount March 3, 2014 Amendment	Estimated Amount August 24, 2015 Modification
Land/building Acquisition	1,200,000	1,750,000	2,710,000
Site improvements/preparation costs	200,000	900,000	600,000
Utilities	600,000	350,000	350,000
Other qualifying improvements	200,000	200,000	270,000
Construction of affordable housing	0	0	0
Administrative Costs	370,000	100,000	100,000
Subtotal	2,570,000	3,300,000	4,030,000
Interest	770,000	40,000	40,000
Total	3,340,000	3,340,000	4,070,000

The City reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased.

Under this Plan as amended, the City estimates additional eligible costs associated with redevelopment of the former Dale Street Fire Station area into owner occupied housing units, including acquisition of property identified, demolition and site improvements, will be financed with available tax increment revenues of this District. The total estimated project cost amount is not being increased but reflects the ability to purchase the property using the tax increment revenues of the TIF District.

Map of Tax Increment Financing District No. 12
Within Development District No. 1



RCA Exhibit E

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 24th day of August, 2015, at 6:00 p.m.

The following members were present: , , , , and Mayor . and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

RESOLUTION APPROVING A PURCHASE AND REDEVELOPMENT CONTRACT WITH THE DALE STREET STATION, LLC BY THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville (the "City") owns or controls certain land that comprises the Dale Street Fire Station Redevelopment Project Area (the "Project"); and

WHEREAS, the Dale Street Station, LLC (the "Developer") has requested that the City enter into a Purchase and Redevelopment Contract with it in order to provide the Developer with certain rights and obligations to facilitate the redevelopment of the Project; and

WHEREAS, the City found and determined that entering into a Purchase and Redevelopment Contract with the Developer is in the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the City Council ("Council") of the City of Roseville, Minnesota as follows:

1. The Council approves the Purchase and Redevelopment Contract, subject to modifications that do not alter the substance of the transaction and that are approved by the City Attorney, provided that execution of the Purchase and Redevelopment Contract shall be conclusive evidence of approval.
2. City staff and officials are authorized to take all actions necessary to perform the City's obligations under the Purchase and Redevelopment Contract as a whole.

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 Mayor . and the following voted against the same: .

RCA Exhibit E

WHEREUPON said resolution was declared duly passed and adopted.

RCA Exhibit E

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 day of, , 20 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this day of , 20

SEAL

_____
Patrick Trudgeon, City Manager

RCA Exhibit F (Revised)

PURCHASE AND REDEVELOPMENT CONTRACT

By and Between

THE CITY OF ROSEVILLE

and

DALE STREET STATION, LLC

Dated as of: AUGUST 1, 2015

This document drafted by:

BRIGGS AND MORGAN (MLI)
Professional Association
2200 First National Bank Building
St. Paul, Minnesota 55101

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RCA Exhibit F (Revised)

PURCHASE AND REDEVELOPMENT CONTRACT

THIS AGREEMENT, made as of the 1st day of August, 2015, by and between the City of Roseville (the "City"), a Minnesota municipal corporation, and Dale Street Station, LLC (the "Redeveloper"), a Minnesota limited liability company.

WITNESSETH:

WHEREAS, the Housing and Redevelopment Authority in and for the City of Roseville (the "Authority") and the Redeveloper had begun work on a redevelopment project to be constructed on certain land located in the City, a portion of which was owned by the Authority and a portion by the City, such property (the "Redevelopment Property") legally described on Schedule A;

WHEREAS, the City determined that the redevelopment project could be more effectively and efficiently undertaken by the City directly under its authority pursuant to the Development Act as hereinafter defined;

WHEREAS, the Authority has subsequently conveyed its portion of the Redevelopment Property it owned to the City and consequently the City now owns the entire Redevelopment Property;

WHEREAS, the City has heretofore created Development District No. 1 (hereinafter referred to as the "Development District"), pursuant to the Development Act and the Redevelopment Property is located therein.

WHEREAS, the City has authority to convey the Redevelopment Property for redevelopment purposes and has selected the Redeveloper for the development of the Minimum Improvements (as hereinafter defined);

WHEREAS, the City has further determined that the redevelopment will require financial assistance as provided in this Agreement to be financial feasible and to allow the creation of the quality of housing at the prices desired by the City;

WHEREAS, the City believes that the redevelopment of the Redevelopment Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the 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 Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and 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:

"Affiliate" means with respect to any entity (a) any corporation, partnership, limited liability company or other business entity or person controlling, controlled by or under common control with the entity, and (b) any successor to such party by merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of such party (or such Affiliate). For the purpose hereof the words "controlling", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership, limited liability company or other business entity, the ownership of fifty percent or more of the voting interests in such entity or possession, directly or indirectly, of the power to direct or cause the direction of management policies of such entity, whether through ownership of voting securities or by contract or otherwise.

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

"Authority" means the Housing and Redevelopment Authority in and for the City of Roseville.

"Business Day" means any day except a Saturday, Sunday, legal holiday, a day on which the City is closed for business, or a day on which banking institutions in the City are authorized by law or executive order to close.

"Business Subsidy Act" means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

"Certificate of Completion" means the certification provided to the Redeveloper pursuant to Section 4.4 of this Agreement.

"City Representative" means the City Manager of the City, or any person designated by the City Manager to act as the City Representative for the purposes of this Agreement.

"City" means the City of Roseville, Minnesota.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by the Redeveloper on the Redevelopment Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) underground parking plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as the Authority may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

"County" means the County of Ramsey, Minnesota.

"Development Act" means Minnesota Statutes, Sections 469.124 to 469.133, as amended.

"Development District" means Development District No. 1 and the area within such district.

"Development Program" means the Development Program for the Project.

"Environmental Costs" has the meaning provided in Section 3.3(a) hereof.

"Escrow Agreement" means the Escrow Agreement attached hereto as Exhibit E.

"Event of Default" means an action by the Redeveloper listed in Article IX of this Agreement.

"Holder" means the owner of a Mortgage.

"Minimum Improvements" means construction on the Redevelopment Property of approximately 18 units of owner-occupied housing, and associated surface and garage parking, along with all associated infrastructure, sidewalks, and landscaping.

"Mortgage" means any mortgage made by the Redeveloper that is secured, in whole or in part, with the Redevelopment Property and that is a permitted encumbrance pursuant to the provisions of Article VIII of this Agreement.

"Parcel" means any parcel of the Redevelopment Property.

"Pooled Tax Increment" means tax increments received by the City from the TIF Districts and authorized to be used for Public Redevelopment Costs pursuant to the Tax Increment Plans for the TIF Districts.

"Pro Forma" means the financial pro forma for the Minimum Improvements attached hereto as Schedule F.

"Public Redevelopment Costs" means those costs identified in Section 3.2, 3.6 and 3.7.

"Redeveloper" means Dale Street Station, LLC, a Minnesota limited liability company, or its permitted successors and assigns.

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

"State" means the state of Minnesota.

"Tax Increment Act" or "TIF Act" means the Tax Increment Financing Act, Minnesota Statutes Sections 469.174 to 469.1794, as amended.

"Tax Increment Plans" or "TIF Plans" means the Tax Increment Financing Plans for the TIF Districts, as amended by the City Council from time to time.

"Tax Official" means any County assessor, County auditor, County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

"Termination Date" means the earlier of the date of termination of this Agreement pursuant to an uncured Event of Default under Article IX hereof, or the date of final reimbursement under the Escrow Agreement.

"TIF Districts" mean the City's TIF Districts No. 10 and 12, from which Pooled Tax Increment will be used to finance the Public Redevelopment Costs.

"Transfer" has the meaning set forth in Section 8.2(a) hereof.

"Unavoidable Delays" means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the result of strikes, lockouts or other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, acts of terrorism, 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), including without limitation condemnation or threat of condemnation of any portion of the Redevelopment Property, and other similar events, beyond the reasonable control of the party seeking to be excused. Unavoidable Delays shall include delays experienced by the Redeveloper in obtaining permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under Section 4.3 of this Agreement, so long as the Construction Plans have been approved in accordance with Section 4.2 hereof and the permits and approvals have been applied for in a timely fashion.

"Unit" means an individual lot or house in the Project.

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

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City.

(a) The City is a statutory city duly organized and existing under the laws of the State. Under the provisions of the TIF Act and the Development Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City will use its best efforts to facilitate development of the Minimum Improvements, including but not limited to cooperating with the Redeveloper in obtaining necessary administrative and land use approvals and construction financing pursuant to Section 7.1 hereof.

(c) The City will finance the Public Redevelopment Costs, subject to all the terms and conditions of this Agreement.

(d) The activities of the City are undertaken for the purpose of fostering the redevelopment of certain real property that is occupied by substandard and obsolete buildings, which will revitalize this portion of the Development District, increase tax base, and increase housing opportunities.

(e) The City has received no written notice or other written communication from any local, state or federal official that any prior actions or existing situations on the Redevelopment Property are in violation of any environmental law or regulation. The City has caused a phase one study of the Redevelopment Property to be prepared and has provided such study to the Redeveloper.

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

(a) The Redeveloper is a limited liability company, duly incorporated and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its articles of organization or operating agreement, is duly qualified as a limited liability company and 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 members.

(b) If the Redeveloper acquires the Redevelopment Property in accordance with this Agreement, the Redeveloper will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Development Program and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code, energy-conservation and public health laws and regulations).

(c) The Redeveloper will use reasonable efforts to secure all permits, licenses and approvals necessary for construction of the Minimum Improvements.

(d) The Redeveloper has received no written notice or other written communication from any local, state or federal official that the activities of the Redeveloper or the City in the Development District 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 Redeveloper 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.

(e) 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 Redeveloper is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The proposed development by the Redeveloper hereunder would not occur but for the tax increment financing assistance and other public assistance being provided by the City. hereunder.

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

ARTICLE III

Property Acquisition

Section 3.1. Conveyance of the Property. (a) The City will convey title to and possession of the Redevelopment Property to the Redeveloper at a Closing (as defined in Section 3.3(b) hereof), subject to all the terms and conditions of this Agreement.

(b) On or before the Closing, the Redeveloper shall prepare and obtain City approval of a plat of the Redevelopment Property (the "Redevelopment Plat") at Redeveloper's cost and subject to all City ordinances and procedures. Nothing in this Agreement is intended to limit the City's authority in reviewing the preliminary plat, or to preclude revisions requested or required by the City.

Section 3.2. Purchase Price; Provisions for Payment. The purchase price to be paid to the City by the Redeveloper in exchange for the conveyance of the Redevelopment Property shall be $1,120,017.42, payable at the Closing. At closing upon payment of the purchase price of $1,120,017.42 by the Developer the City shall reimburse the Developer for the purchase price from Pooled Tax Increments.

Section 3.3. Conditions of Conveyance. (a) The City shall convey title to and possession of the Redevelopment Property to the Redeveloper by quit claim deed substantially in the form set forth on Schedule B to this Agreement (the "Deed"). The City's obligation to convey the Redevelopment Property to the Redeveloper is subject to satisfaction of the following terms and conditions:

(1) The City having approved permanent financing for construction of a portion of the Minimum Improvements related to the first phase in accordance with Article VII hereof, and the Redeveloper having closed on such permanent financing related to such phase at or before Closing on transfer of title to the Redevelopment Property to the Redeveloper.

(2) The City having approved the Redevelopment Plat in accordance with Section 3.1, and the Redeveloper having recorded the Redevelopment Plat at or before the Closing.

(3) The City having approved all necessary zoning approvals, including any variances, for the Project on the Redevelopment Property in accordance with Section 3.1.

(4) The City having approved Construction Plans for the Minimum Improvements in accordance with Section 4.3.

(5) The Redeveloper having reviewed and approved (or waived objections to) title to the Redevelopment Property as set forth in Section 3.5.

(6) There being no uncured Event of Default under this Agreement.

Conditions (1), (4) and (6) are solely for the benefit of the City, and may be waived by the City. Condition (5) is solely for the benefit of the Redeveloper, and may be waived by the Redeveloper. Conditions (2) and (3) are for the benefit of both parties and may be waived by either party.

(b) The closing on conveyance of the Redevelopment Property from the City to the Redeveloper ("Closing") shall occur upon satisfaction of the conditions specified in this Section, but the first Closing no later than October 31, 2015; subject to the provisions of Section 3.5.

Section 3.4. Place of Document Execution, Delivery and Recording. (a) Unless otherwise mutually agreed by the City and the Redeveloper, the execution and delivery of the deed, documents and the payment of the purchase price shall be made at the offices of the City or such other location to which the parties may agree.

(b) The Deed shall be in recordable form and shall be promptly recorded in the proper office for the recordation of deeds and other instruments pertaining to the Redevelopment Property. At closing, the Redeveloper shall pay: all recording costs, including state deed tax, in connection with the conveyance of a portion of the Redevelopment Property; title insurance commitment fees and premiums, if any; and title company closing fees, if any. The City shall pay costs of recording any instruments used to clear title encumbrances; and any special assessments outstanding or levied against a portion of the Redevelopment Property as of the Closing date. The parties agree and understand that the Redevelopment Property is exempt from property taxes for taxes payable in 2015.

Section 3.5. Title. (a) As soon as practicable after the date of this Agreement, the Redeveloper, at Redeveloper's sole expense, shall obtain a commitment for the issuance of a policy of title for the Redevelopment Property. The Redeveloper shall have twenty (20) days from the date of its receipt of such commitment to review the state of title to the Redevelopment Property and to provide the City with a list of written objections to such title. Upon receipt of the Redeveloper's list of written objections, the City shall proceed in good faith and with all due diligence to attempt to cure the objections made by the Redeveloper. In the event that the City has failed to cure objections within sixty (60) days after its receipt of the Redeveloper's list of such objections, the Redeveloper may by the giving of written notice to the City (i) terminate this Agreement, upon the receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, other than Redeveloper's obligations under Section 3.09 hereof; or (ii) waive the objections and proceed to Closing. The City shall have no obligation to take any action to clear defects in the title to the Redevelopment Property, other than the good faith efforts described above, except that the obligation to clear any title defects that can be resolved by the payment of money shall be absolute.

(b) The City shall take no actions to encumber title to the Redevelopment Property between the date of this Agreement and the time the Deed is delivered to the Redeveloper.

(c) The Redeveloper shall take no actions to encumber title to the Redevelopment Property between the date of this Agreement and the time the Deed is delivered to the Redeveloper. The Redeveloper expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Redevelopment Property prior to the Closing. Notwithstanding termination of this Agreement prior to the Closing, Redeveloper is obligated to

pay all costs to discharge any encumbrances to the Redevelopment Property attributable to actions of Redeveloper, its employees, officers, agents or consultants, including without limitation the Architect, Contractor and Redeveloper's Engineer.

Section 3.6. Environmental Conditions. (a) The Redeveloper acknowledges that the City makes no representations or warranties as to the condition of the soils on the Redevelopment Property or the fitness of the Redevelopment Property for construction of the Minimum Improvements or any other purpose for which the Redeveloper may make use of such property, and that the assistance provided to the Redeveloper under this Agreement neither implies any responsibility by the City or the City for any contamination of the Redevelopment Property nor imposes any obligation on such parties to participate in any cleanup of the Redevelopment Property. Provided, if any need for remediation arises on the Redevelopment Property, the City agrees to cooperate with Redeveloper in use of the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Clean-up (VIC) or Petroleum Brownfields (PB) programs to accomplish the remediation, and further agrees to use its best efforts to obtain funding for the remediation from any available County, Metropolitan Council or State funds. Costs of the VIC and PB programs shall be Public Redevelopment Costs and shall be reimbursed one-half from Pooled Tax Increment not to exceed $50,000.

(b) Without limiting its obligations under Section 8.3 of this Agreement, the Redeveloper further agrees that it will indemnify, defend, and hold harmless the City, and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants existing on or in the Redevelopment Property, unless and to the extent that such hazardous wastes or pollutants are present as a result of the actions or omissions of the indemnitees or were present on the Redevelopment Property prior to the Closing. Nothing in this section will be construed to limit or affect any limitations on liability of the City or City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

Section 3.7. Reimbursement for Demolition. The City has agreed to reimburse the Redeveloper for the cost of demolishing the existing fire station on the Redevelopment Property, not to exceed $65,000, as a Public Redevelopment Cost payable from Pooled Tax Increment. The Redeveloper shall complete the demolition in accordance with applicable law and provide the City evidence of the demolition and invoices for the work. Within twenty (20) days after receipt of documentation reasonably acceptable to the City, the City shall pay the Redeveloper the cost of the demolition, not to exceed $65,000 from Pooled Tax Increment.

Section 3.8. TIF Lookback. (a) *Generally.* The financial assistance to the Redeveloper under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing the Minimum Improvements and proceeds to be derived by the Redeveloper from the sale of Units of the Minimum Improvements. Specifically, the amount of reimbursement of Public Redevelopment Costs has been determined based on the amount of assistance needed to provide the Redeveloper a developer's fee of 8% of the total development cost of the project (the "Development Fee"), as shown in the current pro forma attached as Schedule F. The City and the Redeveloper agree that those assumptions will be reviewed at the times described in this Section, and that the amount of tax increment assistance provided under Sections 3.2, 3.6 and 3.7 will be adjusted as follows: In the event the aggregate development sale proceeds would

allow a Development Fee exceeding 8%, any such amount shall be paid one-half (1/2) to the City and one-half (1/2) to the Redeveloper. The Development Fee shall be paid to the Redeveloper upon completion of the Minimum Improvements.

(b) *Pro Forma Review*. Before commencement of construction, the City and the Redeveloper shall mutually agree in writing on a final development pro forma allowing for 8 percent net profit to the Redeveloper (the "Pro Forma") based on total development costs, including the net effective cost of the Redevelopment Property at $1.00 and excluding any Development Fee. The Pro Forma must be in substantially the form of the preliminary pro forma attached as Schedule F, and net profit will be calculated substantially as described in that schedule. Within 60 days after substantial completion of the Minimum Improvements, the Redeveloper shall submit cost and revenue analysis prepared by an accountant to the City's financial advisor in the form of the final Pro Forma and prepared in accordance with generally accepted accounting principles. The Redeveloper agrees to provide to the City's consultant any background documentation related to the financial data, upon request. If the City has reason to believe that the cost and revenue analysis is inaccurate, the City may retain an accountant to audit the submitted Pro Forma. In the event the audit demonstrates a discrepancy of more than 3%, the cost of the audit shall be paid by the Redeveloper and shall not be a cost of the Redevelopment subtracted when computing the Redeveloper's Development Fee.

Section 3.9. Business Subsidy. The parties agree and understand that the financial assistance described in this Agreement does not constitute a business subsidy within the meaning of the Business Subsidy Act, because the assistance provided is for housing. The Redeveloper releases and waives any claim against the City, and the governing body members, officers, agents, servants and employees thereof arising from application of the Business Subsidy Act to this Agreement, including without limitation any claim that the City failed to comply with the Business Subsidy Act with respect to this Agreement.

Section 3.10. Payment of Administrative Costs. The Redeveloper agrees that it will pay, within 15 days after written notice from the City, the reasonable costs of consultants and attorneys retained by the City in connection with the negotiation in preparation of this Agreement and the implementation of this Agreement and other incidental agreements and documents related to the development contemplated hereunder, which cost shall be included in the total development costs for purposes of determination of the amount of the Redeveloper's Development Fee. The City will provide written reports describing the costs accrued under this Section upon request from the Redeveloper, but not more often than intervals of 45 days. Any amount deposited by the Redeveloper upon filing its application for tax increment financing with the City will be credited to the Redeveloper's obligation under this Section. Upon termination of this Agreement in accordance with its terms, the Redeveloper remains obligated under this section for costs incurred through the Termination Date.

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

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Improvements. The Redeveloper agrees that it will construct or cause construction of the Minimum Improvements on the Redevelopment Property in accordance with the approved Construction Plans and that it will, during any period while the Redeveloper retains ownership of any portion of the Minimum Improvements, operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Before commencing construction of the Minimum Improvements, the Redeveloper shall submit to the City Construction Plans for the Minimum Improvements. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, the Development Program and all applicable State and local laws and regulations. The City will approve the Construction Plans in writing if (i) the Construction Plans conform to all terms and conditions of this Agreement; (ii) the Construction Plans conform to the goals and objectives of the Development Program; (iii) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iv) the Construction Plans are adequate to provide for construction of the Minimum Improvements; (v) the Construction Plans do not provide for expenditures in excess of the funds available to the Redeveloper for construction of the Minimum Improvements; and (vi) no Event of Default has occurred. No approval by the City shall relieve the Redeveloper of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the City shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by the Redeveloper in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the City, in whole or in part. Such rejections shall set forth in detail the reasons therefor based upon the criteria set forth in (i) through (vi) above, and shall be made within 20 days after the date of receipt of final plans from the Redeveloper. If the City rejects any Construction Plans in whole or in part, the Redeveloper shall submit new or corrected Construction Plans within twenty (20) days after written notification to the Redeveloper of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. The City's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

The Redeveloper hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the City and/or any changes in the Construction Plans requested by the City. Neither the City , the City , nor any employee or official of the City or City shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the City.

(b) If the Redeveloper desires to make any material change in the Construction Plans or any component thereof after their approval by the City, the Redeveloper shall submit the proposed change to the City for its approval. For the purpose of this section, the term "material" means changes that increase or decrease construction costs by $500,000 or more. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Redeveloper, setting forth in detail the reasons therefor. Such rejection shall be made within 10 days after receipt of the notice of such change. The City's approval of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.3. Commencement and Completion of Construction. (a) Subject to Unavoidable Delays, the Redeveloper shall commence construction of the Minimum Improvements within 30 days after the Closing on the Redevelopment Property related to such phase. Subject to Unavoidable Delays, the Redeveloper shall complete the construction of the Minimum Improvements in phases by:

- Six (6) Units, September 30, 2016
- Six (6) additional Units, September 30, 2017
- Six (6) additional Units, September 30, 2018

All work with respect to the Minimum Improvements to be constructed or provided by the Redeveloper on the Redevelopment Property shall be in conformity with the Construction Plans as submitted by the Redeveloper and approved by the City.

(b) The Redeveloper agrees for itself, its successors, and assigns, and every successor in interest to the Redevelopment Property, or any part thereof, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Redevelopment Property through the construction of the Minimum 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. After the date of this Agreement and until the Minimum Improvements have been sold, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the City, but no more than monthly, as to the actual progress of the Redeveloper with respect to such construction and sales.

Section 4.4. Certificate of Completion. (a) Promptly after completion of each Unit of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Minimum Improvements (including the dates for beginning and completion thereof, the City Representative shall deliver to the Redeveloper a Certificate in substantially the form shown as Schedule D, in recordable form and executed by the City.

(b) If the City Representative shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this Agreement, the City Representative shall,

within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the relevant Unit of the Minimum 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 Redeveloper to take or perform in order for the City to issue the Certificate of Completion.

(c) The construction of each Unit of the Minimum Improvements shall be deemed to be substantially complete upon issuance of a certificate of occupancy for the Unit, and upon determination by the City Representative that all related site improvements on the Redevelopment Property have been substantially completed in accordance with approved Construction Plans, subject to landscaping that cannot be completed until seasonal conditions permit.

Section 4.5. Records. The City through any authorized representatives, shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of Redeveloper relating to the Minimum Improvements. Such records shall be kept and maintained by Redeveloper through the Termination Date.

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ARTICLE V

Insurance

Section 5.1. Insurance. (a) The Redeveloper will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the principal amount of the Note, and with coverage available in no reporting form on the so-called "all risk" form of policy. The interests of the City and City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than $2,000,000 combined limit and $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as additional insured on the policy; and

(iii) Workers' compensation insurance, with statutory coverage, provided that the Redeveloper may be self-insured with respect to all or any part of its liability for workers' compensation.

(b) Upon completion of construction of the Minimum Improvements and prior to the sale of the final Unit, the Redeveloper shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to all unsold Units of the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount of $2,000,000 aggregate and $1,000,000 for each occurrence, and shall be endorsed to show the City as additional insured.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Redeveloper, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Redeveloper may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Redeveloper that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Redeveloper 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 Redeveloper and the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Redeveloper may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Redeveloper shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Redeveloper agrees to notify the City immediately in the case of damage exceeding $100,000 in amount to, or destruction of, any unsold Unit of the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event the Redeveloper will forthwith repair, reconstruct, and restore such Unit of the Minimum 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 Redeveloper will apply the net proceeds of any insurance relating to such damage received by the Redeveloper to the payment or reimbursement of the costs thereof.

The Redeveloper shall complete the repair, reconstruction and restoration of such Unit of the Minimum Improvements, regardless of whether the net proceeds of insurance received by the Redeveloper 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 Redeveloper.

(e) The Redeveloper and the City agree that all of the insurance provisions set forth in this Article V shall terminate upon the termination of this Agreement.

Section 5.2. Subordination. Notwithstanding anything to the contrary herein, the rights of the City with respect to the receipt and application of any insurance proceeds shall, in all respects, be subordinate and subject to the rights of any Holder under a Mortgage allowed pursuant to Article VII of this Agreement.

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ARTICLE VI

Tax Increment; Taxes

Section 6.1. Right to Collect Delinquent Taxes. The Redeveloper acknowledges that the City is providing substantial aid and assistance in furtherance of the development through reimbursement of the Public Redevelopment Costs. To that end, the Redeveloper agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency during any time that the Redeveloper owns the Redevelopment Property all real estate taxes assessed against the Redevelopment Property and the Minimum Improvements. The Redeveloper acknowledges that this obligation creates a contractual right on behalf of the City to sue the Redeveloper or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Review of Taxes. The Redeveloper agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Redevelopment Property through: (A) willful destruction of the Redevelopment Property or any part thereof; or (B) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1 of this Agreement. The Redeveloper also agrees that it will not, prior to the Termination Date, seek exemption from property tax for the Redevelopment Property or any portion thereof or transfer or permit the transfer of the Redevelopment Property to any entity that is exempt from real property taxes and state law (other than any portion thereof dedicated or conveyed to the City in accordance with platting of the Redevelopment Property), or apply for a deferral of property tax on the Redevelopment Property pursuant to any law.

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ARTICLE VII

Other Financing

Section 7.1. Generally. Before Closing, the Redeveloper shall submit to the City or provide access thereto for review by City staff, consultants and agents, evidence reasonably satisfactory to the City that Redeveloper has available funds, or commitments to obtain funds, whether in the nature of mortgage financing, equity, grants, loans, or other sources sufficient for paying the cost of the construction of the Minimum Improvements, provided that any lender or grantor commitments shall be subject only to such conditions as are normal and customary in the commercial lending industry.

Section 7.2. City's Option to Cure Default on Mortgage. In the event that any portion of the Redeveloper's funds is provided through mortgage financing, and there occurs a default under any Mortgage authorized pursuant to Article VII of this Agreement, the Redeveloper shall cause the City to receive copies of any notice of default received by the Redeveloper from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of the Redeveloper within such cure periods as are available to the Redeveloper under the Mortgage documents.

Section 7.3. Modification; Subordination. The City agrees to subordinate its rights under this Agreement to the Holder of any Mortgage securing construction or permanent financing, in accordance with the terms of a subordination agreement substantially in the form attached as Schedule E, or such other form as the City approves.

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ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. The Redeveloper represents and agrees that its purchase of the Redevelopment Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Redevelopment Property and not for speculation in land holding.

Section 8.2. Prohibition Against Redeveloper's Transfer of Property and Assignment of Agreement. The Redeveloper represents and agrees that prior to issuance of a Certificate of Completion for each Unit of the Minimum Improvements:

(a) Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Redevelopment Property, or any part thereof, to perform its obligations with respect to undertaking the redevelopment contemplated under this Agreement, and any other purpose authorized by this Agreement, the Redeveloper 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 lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Redevelopment Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity whether or not related in any way to the Redeveloper (collectively, a "Transfer"), without the prior written approval of the City (whose approval will not be unreasonably withheld, subject to the standards described in paragraph (b) of this Section) unless the Redeveloper remains liable and bound by this Redevelopment Agreement in which event the City's approval is not required. Any such Transfer shall be subject to the provisions of this Agreement. For the purposes of this Agreement, the term Transfer does not include (i) acquisition of a controlling interest in Redeveloper by another entity or merger of Redeveloper with another entity; or (ii) any sale, conveyance, or transfer in any form to any Affiliate.

(b) In the event the Redeveloper, upon Transfer of the Redevelopment Property or any portion thereof either before or after issuance of the Certificate of Completion, seeks to be released from its obligations under this Redevelopment Agreement as to the portion of the Redevelopment Property that is transferred, the City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such release that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper as to the portion of the Redevelopment Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable in the public land records of Ramsey County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of the City , have expressly assumed all of the obligations of the Redeveloper under this Agreement as to the portion of the Redevelopment Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject as to such portion;

provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Redevelopment Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Redevelopment Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Redevelopment Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit the City of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Redevelopment Property that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by this Agreement or otherwise with respect to the Redevelopment Property, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Redevelopment Property governed by this Article VIII, shall be in a form reasonably satisfactory to the City.

(iv) At the written request of Redeveloper, the City shall execute and deliver to Redeveloper and the proposed transferee an estoppel certificate containing commercially customary and reasonable certifications.

In the event the foregoing conditions are satisfied then the Redeveloper shall be released from its obligation under this Agreement, as to the portion of the Redevelopment Property that is transferred, assigned, or otherwise conveyed.

(c) Nothing in this Article VIII will be construed to require, as a condition for release of the Redeveloper hereunder or otherwise, that purchasers of any Unit assume any obligations of the Redeveloper. Upon sale of any Unit to an initial owner, the City will provide to Redeveloper or the buyer the Certificate of Completion for that Unit in recordable form releasing the Unit from all encumbrances of this Agreement.

Section 8.3. Release and Indemnification Covenants. (a) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties as hereinafter defined, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Redeveloper releases from and covenants and agrees that the City, and the governing body members, officers, agents, servants, and employees thereof (the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Redevelopment Property or the Minimum Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Redeveloper agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance, and operation of the Redevelopment Property.

(c) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties as hereinafter defined, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Redeveloper or its officers, agents, servants, or employees or any other person who may be about the Redevelopment Property or Minimum Improvements.

(d) 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 such entities and not of any governing body member, officer, agent, servant, or employee of such entities in the individual capacity thereof.

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ARTICLE IX

Events of Default

Section 9.1. 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, any one or more of the following events, after the non-defaulting party provides thirty (30) days written notice to the defaulting party of the event, but only if the event has not been cured within said thirty (30) days or, if the event is by its nature incurable within thirty (30) days, the defaulting party does not, within such thirty (30) day period, provide assurances reasonably satisfactory to the party providing notice of default that the event will be cured and will be cured as soon as reasonably possible:

(a) Failure by the Redeveloper or City to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

(b) If, before issuance of the Certificate of Completion for all the Minimum Improvements, the Redeveloper shall

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law, which action is not dismissed within sixty (60) days after filing; or

(ii) make an assignment for benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated a bankrupt or insolvent.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may:

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

(b) Upon a default by the Redeveloper under this Agreement, the City may terminate the Escrow Agreement and this Agreement.

(c) 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 9.3. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Redevelopment Property to Redeveloper and prior to completion of construction of the Minimum Improvements (evidenced by a Certificate of Completion described in Section 4.4):

(a) Redeveloper, subject to Unavoidable Delays, shall fail to begin construction of the Minimum Improvements in conformity with this Agreement and such failure to begin construction is not cured within 90 days after written notice from the City to Redeveloper to do so; or

(b) Redeveloper fails to pay real estate taxes or assessments on the parcel or any part thereof when due, or creates, suffers, assumes, or agrees to any encumbrance or lien on the parcel (except to the extent permitted by this Agreement), or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within thirty (30) days after written demand by the City to do so; provided, that if Redeveloper first notifies the City of its intention to do so, it may in good faith contest any mechanics' or other lien filed or established and in such event the City shall permit such mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal and during the course of such contest Redeveloper shall keep the City informed respecting the status of such defense; or

(c) there is, in violation of the Agreement, any Transfer of the parcel in violation of the terms of Section 8.2, and such violation is not cured within sixty (60) days after written demand by the City to Redeveloper, or if the event is by its nature incurable within 30 days, Redeveloper does not, within such 30-day period, provide assurances reasonably satisfactory to the City that the event will be cured as soon as reasonably possible; or

(d) Redeveloper fails to comply with any of its other covenants under this Agreement related to the Minimum Improvements and fails to cure any such noncompliance or breach within thirty (30) days after written demand from the City to Redeveloper to do so, or if the event is by its nature incurable within 30 days, Redeveloper does not, within such 30-day period, provide assurances reasonably satisfactory to the City that the event will be cured as soon as reasonably possible; or

(e) the Holder of any Mortgage secured by the subject property exercises any remedy provided by the Mortgage documents or exercises any remedy provided by law or equity in the event of a default in any of the terms or conditions of the Mortgage, in either case which would materially adversely affect the rights and obligations of the City hereunder;

Then the City shall have the right to re-enter and take possession of the parcel to which the default relates and to terminate (and revest in the City) the estate conveyed by the deed to Redeveloper as to that parcel, subject to all intervening matters, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the parcel to Redeveloper shall be made upon, and that the deed shall contain a condition subsequent to the effect that in the event of any default on the part of Redeveloper and failure on the part of Redeveloper to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the parcel conveyed to Redeveloper, and that such title and all rights and interests of Redeveloper, and any assigns or successors in interest to and in the parcel, shall revert to the City , but only if the events stated in Section 9.3(a)-(e) have not been cured within the time periods provided above. Notwithstanding anything to the contrary herein, in

the event the Redevelopment Property have been replatted as part of other parcels as of the date of the City's exercise of its rights under this Section, Redeveloper will cooperate with the City in obtaining any subdivision necessary to revest in the City title to the applicable City Parcel.

Section 9.4. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to and/or possession of the parcel or any part thereof as provided in Section 9.3, the City shall, pursuant to its responsibilities under law, use its best efforts to sell the parcel or part thereof as soon and in such manner as the City shall find feasible and consistent with the objectives of such law and of the Development Program and TIF Plan to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Minimum Improvements as shall be satisfactory to the City in accordance with the uses specified for such parcel or part thereof in the Development Program and TIF Plan. During any time while the City has title to and/or possession of a parcel obtained by reverter, the City will not disturb the rights of any tenants under any leases encumbering such parcel. Upon resale of the parcel, the proceeds thereof shall be applied:

(a) First, to reimburse the City for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the parcel (but less any income derived by the City from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the parcel or part thereof (or, in the event the parcel is exempt from taxation or assessment or such charge during the period of ownership thereof by the City , an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the parcel were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the parcel or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the parcel or part thereof; and any amounts otherwise owing the City by Redeveloper and its successor or transferee; and

(b) Second, to reimburse Redeveloper, its successor or transferee, up to the amount equal to the amount actually invested by Redeveloper in making any of the subject improvements on the parcel or part thereof.

Any balance remaining after such reimbursements shall be retained by the City as its property.

Section 9.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party 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. 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 IX.

Section 9.6. 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.

Section 9.7. Attorney Fees. Whenever any Event of Default occurs and if the non-defaulting party employs attorneys or incurs 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 defaulting party under this Agreement, the defaulting party shall, within ten (10) days of written demand by the non-defaulting party, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

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ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; Representatives Not Individually Liable. The City, the City and the Redeveloper, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City or 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 that affects his personal interests or the interests of any corporation, partnership, or association in which he, directly or indirectly, is interested. No member, official, or employee of the City or City shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Redeveloper or successor or on any obligations under the terms of the Agreement.

Section 10.2. Equal Employment Opportunity. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Minimum 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 10.3. Restrictions on Use. The Redeveloper agrees that until the Termination Date, the Redeveloper, and such successors and assigns, shall devote the Redevelopment Property to the operation of the Minimum Improvements as described in Section 4.1 hereof, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Redevelopment Property or any improvements erected or to be erected thereon, or any part thereof. Redeveloper agrees that no portion of the Redevelopment Property will be used for a sexually-oriented business, a pawnshop, a check-cashing business, a tattoo business, or a gun business.

Section 10.4. 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 Redevelopment Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. 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 10.6. 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, to the following addresses (or to such other addresses as either party may notify the other):

To Redeveloper: Dale Street Station, LLC
c/o Greater Metropolitan Housing Corporation
Attn: Executive Director/President
15 South Fifth Street, Suite 710
Minneapolis, MN 55402
Attn: Carolyn Olson

To City: City of Roseville
Attn: City Manager
2660 Civic Center Drive
Roseville, Minnesota 55113

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The City may record this Agreement and any amendments thereto with the Ramsey County recorder. The Redeveloper shall pay all costs for recording. The Redeveloper's obligations under this Agreement are covenants running with the land for the term of this Agreement, enforceable by the City against the Redeveloper, its successor and assigns, and every successor in interest to the Redevelopment Property, or any part thereof or any interest therein.

Section 10.9. Amendment. This Agreement may be amended only by written agreement approved by the City and the Redeveloper.

Section 10.10. City Approvals. Unless otherwise specified, any approval required by the City under this Agreement may be given by the City Representative.

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RCA Exhibit F (Revised)

IN WITNESS WHEREOF, the City and Redeveloper have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

CITY OF ROSEVILLE

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ and _____ the Mayor and City Manager of the City of Roseville, on behalf of the City.

_____
Notary Public

RCA Exhibit F (Revised)

DALE STREET STATION, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of Dale Street Station, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

RCA Exhibit F (Revised)

SCHEDULE A

REDEVELOPMENT PROPERTY

Lots 18, 19, 20, 21, and 22, Block 1, O'Neil's Addition, according to the recorded plat thereof, County of Ramsey, State of Minnesota.

And

Copes Subdivision of LOT 1 of Cope's Subdivision of the SE ¼ of Section 11, Township Subject to Road; Then 134 FT of E 247 FT & N 131 FT of W 78 FT of E 325 FT of LOT 12

SCHEDULE B

FORM OF QUIT CLAIM DEED

THIS INDENTURE, between the City of Roseville, a public body corporate and politic (the "Grantor"), and Dale Street Station, LLC, a Minnesota limited liability company (the "Grantee").

WITNESSETH, that Grantor, in consideration of the sum of $_____ and other good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey to the Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Ramsey and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging.

SECTION 1.

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement recorded herewith entered into between the Grantor, the City of Roseville, Minnesota, and Grantee on the _____ day of _____, 2015, identified as "Purchase and Redevelopment Contract" (hereafter referred to as the "Agreement") and that the Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a certificate of completion releasing the Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record. This provision, however, shall in no way prevent the Grantee from mortgaging this Property in order to obtain funds for the purchase of the Property hereby conveyed or for erecting the Minimum Improvements thereon (as defined in the Agreement) in conformity with the Agreement, any applicable development program and applicable provisions of the zoning ordinance of the City of Roseville, Minnesota, or for the refinancing of the same.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certifications and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a

mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the Minimum Improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder and/or Registrar of Titles, Ramsey County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum 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 Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2.

The Grantee's rights and interest in the Property are subject to the terms and conditions of Section 9.3 of the Agreement relating to the Grantor's right to re-enter and revest in Grantor title to the Property under conditions specified therein, including but not limited to termination of such right upon issuance of a Certificate of Completion as defined in the Agreement. Notwithstanding the foregoing, this right shall terminate as to any portion of the Property upon its sale to a new buyer after improvement by a portion of the Minimum Improvements on which a Certificate of Completion has been issued, or following sale by a Holder approved by the City, each of the above terms, as defined in the Agreement

SECTION 3.

The Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall comply with all provisions of the Agreement that relate to the Property or use thereof for the periods specified in the Agreement, including without limitation the covenant set forth in Section 10.3 thereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land for the respective terms herein provided, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or

is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall not have any right to re-enter the Property or revest in the Grantor the estate conveyed by this Deed on grounds of Grantee's failure to comply with its obligations under this Section 3.

SECTION 4.

This Deed is also given subject to:

(a) Provision of the ordinances, building and zoning laws of the City of Roseville, and state and federal laws and regulations in so far as they affect this real estate.

(b) [Others]

Grantor certifies that it does not know of any wells on the Property.

RCA Exhibit F (Revised)

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director this _____ day of _____, 20__.

CITY OF ROSEVILLE

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this ____ day of _____, 20__, before me, a notary public within and for Ramsey County, personally appeared _____ and _____ to me personally known who by me duly sworn, did say that they are the Mayor and City Manager of the City of Roseville (the "City"), a Minnesota municipal corporation, named in the foregoing instrument; that said instrument was signed on behalf of said City pursuant to a resolution of its governing body; and _____ and _____ acknowledged said instrument to be the free act and deed of said City .

_____
Notary

This instrument was drafted by:

SCHEDULE C

FORM OF ESCROW AGREEMENT

RCA Exhibit F (Revised)

SCHEDULE D

CERTIFICATE OF COMPLETION

WHEREAS, the City of Roseville, Minnesota, a Minnesota municipal Corporation and Dale Street Station, LLC ("Redeveloper") entered into a certain Purchase and Redevelopment Contract dated _____, 2015 ("Contract"), filed as Document No. _____ at the office of the County Registrar of Titles; and

WHEREAS, the Contract contains certain covenants and restrictions set forth in Articles III and IV thereof related to completing certain Minimum Improvements; and

WHEREAS, the Redeveloper has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification as regards the portion of the Redevelopment Property legally described on Exhibit 1 attached hereto relating to such Unit.;

NOW, THEREFORE, this is to certify that all construction and other physical improvements related to the Unit of the Minimum Improvements specified to be done and made by the Redeveloper have been completed and the agreements and covenants in Articles III and IV of the Contract have been performed by the Redeveloper, and this Certificate is intended to be a conclusive determination of the satisfactory termination of the covenants and conditions of Articles III and IV of the Contract related to completion of the Unit of the Minimum Improvements, but any other covenants in the Contract shall remain in full force and effect.

Dated: _____, 20__.

CITY OF ROSEVILLE

By _____
City Representative

RCA Exhibit F (Revised)

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

This document drafted by:

EXHIBIT 1

[Attached legal description of Unit]

SCHEDULE E

Form of Subordination Agreement

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, between _____ ("Lender"), whose address is at _____, and the CITY OF ROSEVILLE, a municipal corporation ("City").

RECITALS

A. Dale Street Station, LLC, a Minnesota limited liability company ("Redeveloper"), is the owner of certain real property situated in Ramsey County, Minnesota and legally described in Exhibit A attached hereto and incorporated herein (the "Property").

B. Lender has made a mortgage loan to Redeveloper in the original principal amount of $_____ (the "Loan"). The Loan is the evidenced and secured by the following documents:

(i) a certain promissory note (the "Note") made by Redeveloper dated _____, 200_, in the amount of $_____; and

(ii) a certain mortgage, security agreement and fixture financing statement (the "Mortgage") made by Redeveloper dated _____, 200_, filed _____, 200_, as Ramsey County Recorder/Registrar of Titles Doc. No. _____ encumbering the Property; and

(iii) a certain assignment of leases and rents (the "Assignment") made by Redeveloper dated _____, 20__, filed _____, 20__, as Ramsey County Recorder/Registrar of Titles Doc. No. _____ encumbering the Property.

The Note, the Mortgage, the Assignment, and all other documents and instruments evidencing, securing and executed in connection with the Loan, are hereinafter collectively referred to as the "Loan Documents."

C. City is the owner and holder of certain rights under a certain Purchase and Redevelopment Contract (the "Contract") by and between Redeveloper, the City of Roseville, Minnesota, and City dated _____, 20__ and filed _____, 20__, as Ramsey County Recorder/Registrar of Titles Doc. No. _____ encumbering the Property, which includes a right of reverter in the City.

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lender to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1. Subordination. The City hereby agrees that the rights of the City with respect to City's right of reverter under Section 9.3 of the Contract are and shall remain subordinate and subject to liens, rights and security interests created by the Loan Documents and to any and all

amendments, modifications, extensions, replacements or renewals of the Loan Documents; provided, however, that nothing herein shall be construed as subordinating the requirement contained in the Contract that the Property be used in accordance with the provisions of Section 10.3 of the Contract.

2. Notice to City. Lender agrees to use commercially reasonable efforts to notify City of the occurrence of any Event of Default given to Redeveloper under the Loan Documents, in accordance with Section 7.2 of the Contract. The Lender shall not be bound by the other requirements in Section 7.2 of the Contract.

3. Statutory Exception. Nothing in this Agreement shall alter, remove or affect Lender's obligation under Minnesota Statutes, § 469.029 to use the Property in conformity to Section 10.3 of the Contract.

4. No Assumption. The City acknowledges that the Lender is not a party to the Contract and by executing this Agreement does not become a party to the Contract, and specifically does not assume and shall not be bound by any obligations of the Redeveloper to the City under the Contract, and that the Lender shall incur no obligations whatsoever to the City except as expressly provided herein. Lender will want to get subsidy if takes the Property back. .

5. Notice from City. So long as the Contract remains in effect, the City agrees to give to the Lender copies of notices of any Event of Default given to Redeveloper under the Contract.

6. Governing Law. This Agreement is made in and shall be construed in accordance with the laws of the State of Minnesota.

7. Successors. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any person who acquires title to the Property through the Lender of a foreclosure of the Mortgage.

8. Severability. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

9. Notice. Any notices and other communications permitted or required by the provisions of this Agreement shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage, or delivery by reputable private carrier and addresses as set forth above.

10. Transfer of Title to Lender. The City agrees that in the event the Lender, a transferee of Lender, or a purchaser at foreclosure sale, acquires title to the Property pursuant to a foreclosure, or a deed in lieu thereof, the Lender, transferee, or purchaser shall not be bound by the terms and conditions of the Contract except as expressly herein provided. Further the City agrees that in the event the Lender, a transferee of Lender, or a purchaser at foreclosure sale acquires title to the Property pursuant to a foreclosure sale or a deed in lieu thereof, then the Lender, transferee, or purchaser shall be entitled to all rights conferred upon the Redeveloper under the Contract,

provided that no condition of default exists and remains uncured beyond applicable cure periods in the obligations of the Redeveloper under the Contract.

11. Estoppel. The City hereby represents and warrants to Lender, for the purpose of inducing Lender to make advances to Redeveloper under the Loan Documents that:

(a) No default or event of default by Redeveloper exists under the terms of the Contract on the date hereof;

(b) The Contract has not been amended or modified in any respect, nor has any material provision thereof been waived by either the City or the Redeveloper, and the Contract is in full force and effect;

(c) Such other reasonable certifications as the Lender may request.

12. Amendments. The City hereby represents and warrants to Lender for the purpose of inducing Lender to make advances to Redeveloper under the Loan Documents that City will not agree to any amendment or modification to the Contract that materially affects the Property without the Lender's written consent.

RCA Exhibit F (Revised)

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first written above.

CITY OF ROSEVILLE

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

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

_____
Notary Public

RCA Exhibit F (Revised)

_____

By:_____
Its_____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of _____, a _____, on behalf of the _____.

_____
Notary Public

RCA Exhibit F (Revised)

SCHEDULE F

PRO FORMA

SCHEDULE G

SITE PLAN

Revised 8/24

PURCHASE AND REDEVELOPMENT CONTRACT

By and Between

THE CITY OF ROSEVILLE

and

DALE STREET STATION, LLC

Dated as of: ~~_____~~, AUGUST 1, 2015

This document ~~was~~ drafted by: BRIGGS AND MORGAN (MLI) Professional Association
2200 First National Bank Building
St. Paul, Minnesota 55101

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PURCHASE AND REDEVELOPMENT CONTRACT

THIS AGREEMENT, made as of the ~~—~~1st day of ~~————,~~August, 2015, by and between the City of Roseville (the "City"), a Minnesota municipal corporation, and Dale Street Station, LLC (the "Redeveloper"), a Minnesota limited liability company.

WITNESSETH:

WHEREAS, the Housing and Redevelopment Authority in and for the City of Roseville (the "Authority") and the Redeveloper had begun work on a redevelopment project to be constructed on certain land located in the City, a portion of which was owned by the Authority and a portion by the City, such property (the "Redevelopment Property") legally described on Schedule A;

WHEREAS, the City determined that the redevelopment project could be more effectively and efficiently undertaken by the City directly under its authority pursuant to the Development Act as hereinafter defined;

WHEREAS, the Authority has subsequently conveyed its portion of the Redevelopment Property it owned to the City and consequently the City now owns the entire Redevelopment Property;

WHEREAS, the City has heretofore created Development District No. 1 (hereinafter referred to as the "Development District"), pursuant to the Development Act and the Redevelopment Property is located therein.

WHEREAS, the City has authority to convey the Redevelopment Property for redevelopment purposes and has selected the Redeveloper for the development of the Minimum Improvements (as hereinafter defined);

WHEREAS, the City has further determined that the redevelopment will require financial assistance as provided in this Agreement to be financial feasible and to allow the creation of the quality of housing at the prices desired by the City;

WHEREAS, the City believes that the redevelopment of the Redevelopment Property pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the 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 Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and 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:

"Affiliate" means with respect to any entity (a) any corporation, partnership, limited liability company or other business entity or person controlling, controlled by or under common control with the entity, and (b) any successor to such party by merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of such party (or such Affiliate). For the purpose hereof the words "controlling", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership, limited liability company or other business entity, the ownership of fifty percent or more of the voting interests in such entity or possession, directly or indirectly, of the power to direct or cause the direction of management policies of such entity, whether through ownership of voting securities or by contract or otherwise.

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

"Authority" means the Housing and Redevelopment Authority in and for the City of Roseville.

"Business Day" means any day except a Saturday, Sunday, legal holiday, a day on which the City is closed for business, or a day on which banking institutions in the City are authorized by law or executive order to close.

"Business Subsidy Act" means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

"Certificate of Completion" means the certification provided to the Redeveloper pursuant to Section 4.4 of this Agreement.

"City Representative" means the City Manager of the City, or any person designated by the City Manager to act as the City Representative for the purposes of this Agreement.

"City" means the City of Roseville, Minnesota.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by the Redeveloper on the Redevelopment Property which (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) underground parking plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as the Authority may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

"County" means the County of Ramsey, Minnesota.

"Development Act" means Minnesota Statutes, Sections 469.124 to 469.133, as amended.

"Development District" means Development District No. 1 and the area within such district.

"Development Program" means the Development Program for the Project.

"Environmental Costs" has the meaning provided in Section 3.3(a) hereof.

"Escrow Agreement" means the Escrow Agreement attached hereto as Exhibit E.

"Event of Default" means an action by the Redeveloper listed in Article IX of this Agreement.

"Holder" means the owner of a Mortgage.

"Minimum Improvements" means construction on the Redevelopment Property of approximately 18 units of owner-occupied housing, and associated surface and garage parking, along with all associated infrastructure, sidewalks, and landscaping.

"Mortgage" means any mortgage made by the Redeveloper that is secured, in whole or in part, with the Redevelopment Property and that is a permitted encumbrance pursuant to the provisions of Article VIII of this Agreement.

"Parcel" means any parcel of the Redevelopment Property.

"Pooled Tax Increment" means tax increments received by the City from the TIF Districts and authorized to be used for Public Redevelopment Costs pursuant to the Tax Increment Plans for the TIF Districts.

"Pro Forma" means the financial pro forma for the Minimum Improvements attached hereto as Schedule F.

"Public Redevelopment Costs" means those costs identified in Section 3.2, 3.6 and 3.7.

"Redeveloper" means Dale Street Station, LLC, a Minnesota limited liability company, or its permitted successors and assigns.

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

"State" means the state of Minnesota.

"Tax Increment Act" or "TIF Act" means the Tax Increment Financing Act, Minnesota Statutes Sections 469.174 to 469.1794, as amended.

"Tax Increment Plans" or "TIF Plans" means the Tax Increment Financing Plans for the TIF Districts, as amended by the City Council from time to time.

"Tax Official" means any County assessor, County auditor, County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

"Termination Date" means the earlier of the date of termination of this Agreement pursuant to an uncured Event of Default under Article IX hereof, or the date of final reimbursement under the Escrow Agreement.

"TIF Districts" mean the City's TIF Districts No. 10 and 12, from which Pooled Tax Increment will be used to finance the Public Redevelopment Costs.

"Transfer" has the meaning set forth in Section 8.2(a) hereof.

"Unavoidable Delays" means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the result of strikes, lockouts or other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, acts of terrorism, 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), including without limitation condemnation or threat of condemnation of any portion of the Redevelopment Property, and other similar events, beyond the reasonable control of the party seeking to be excused. Unavoidable Delays shall include delays experienced by the Redeveloper in obtaining permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under Section 4.3 of this Agreement, so long as the Construction Plans have been approved in accordance with Section 4.2 hereof and the permits and approvals have been applied for in a timely fashion.

"Unit" means an individual lot or house in the Project.

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

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City.

(a) The City is a statutory city duly organized and existing under the laws of the State. Under the provisions of the TIF Act and the Development Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City will use its best efforts to facilitate development of the Minimum Improvements, including but not limited to cooperating with the Redeveloper in obtaining necessary administrative and land use approvals and construction financing pursuant to Section 7.1 hereof.

(c) The City will finance the Public Redevelopment Costs, subject to all the terms and conditions of this Agreement.

(d) The activities of the City are undertaken for the purpose of fostering the redevelopment of certain real property that is occupied by substandard and obsolete buildings, which will revitalize this portion of the Development District, increase tax base, and increase housing opportunities.

(e) The City has received no written notice or other written communication from any local, state or federal official that any prior actions or existing situations on the Redevelopment Property are in violation of any environmental law or regulation. The City has caused a phase one study of the Redevelopment Property to be prepared and has provided such study to the Redeveloper.

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

(a) The Redeveloper is a limited liability company, duly incorporated and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its articles of organization or operating agreement, is duly qualified as a limited liability company and 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 members.

(b) If the Redeveloper acquires the Redevelopment Property in accordance with this Agreement, the Redeveloper will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Development Program and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code, energy-conservation and public health laws and regulations).

(c) The Redeveloper will use reasonable efforts to secure all permits, licenses and approvals necessary for construction of the Minimum Improvements.

(d) The Redeveloper has received no written notice or other written communication from any local, state or federal official that the activities of the Redeveloper or the City in the Development District 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 Redeveloper 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.

(e) 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 Redeveloper is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The proposed development by the Redeveloper hereunder would not occur but for the tax increment financing assistance and other public assistance being provided by the City. hereunder.

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

ARTICLE III

Property Acquisition

Section 3.1. Conveyance of the Property. (a) The City will convey title to and possession of the Redevelopment Property to the Redeveloper at a Closing (as defined in Section 3.3(b) hereof), subject to all the terms and conditions of this Agreement.

(b) On or before the Closing, the Redeveloper shall prepare and obtain City approval of a plat of the Redevelopment Property (the "Redevelopment Plat") at Redeveloper's cost and subject to all City ordinances and procedures. Nothing in this Agreement is intended to limit the City's authority in reviewing the preliminary plat, or to preclude revisions requested or required by the City.

Section 3.2. Purchase Price; Provisions for Payment. The purchase price to be paid to the City by the Redeveloper in exchange for the conveyance of the Redevelopment Property shall be $1,120,017.42, payable at the Closing. At closing upon payment of the purchase price of $1,120,017.42 by the Developer the City shall reimburse the Developer for the purchase price from Pooled Tax Increments.

Section 3.3. Conditions of Conveyance. (a) The City shall convey title to and possession of the Redevelopment Property to the Redeveloper by quit claim deed substantially in the form set forth on Schedule B to this Agreement (the "Deed"). The City's obligation to convey the Redevelopment Property to the Redeveloper is subject to satisfaction of the following terms and conditions:

(1) The City having approved permanent financing for construction of a portion of the Minimum Improvements related to the first phase in accordance with Article VII hereof, and the Redeveloper having closed on such permanent financing related to such phase at or before Closing on transfer of title to the Redevelopment Property to the Redeveloper.

(2) The City having approved the Redevelopment Plat in accordance with Section 3.1, and the Redeveloper having recorded the Redevelopment Plat at or before the Closing.

(3) The City having approved all necessary zoning approvals, including any variances, for the Project on the Redevelopment Property in accordance with Section 3.1.

(4) The City having approved Construction Plans for the Minimum Improvements in accordance with Section 4.3.

(5) The Redeveloper having reviewed and approved (or waived objections to) title to the Redevelopment Property as set forth in Section 3.5.

(6) There being no uncured Event of Default under this Agreement.

Conditions (1), (4) and (6) are solely for the benefit of the City, and may be waived by the City. Condition (5) is solely for the benefit of the Redeveloper, and may be waived by the Redeveloper. Conditions (2) and (3) are for the benefit of both parties and may be waived by either party.

(b) The closing on conveyance of the Redevelopment Property from the City to the Redeveloper ("Closing") shall occur upon satisfaction of the conditions specified in this Section, but the first Closing no later than ~~September 30~~October 31, 2015; subject to the provisions of Section 3.5.

Section 3.4. Place of Document Execution, Delivery and Recording. (a) Unless otherwise mutually agreed by the City and the Redeveloper, the execution and delivery of the deed, documents and the payment of the purchase price shall be made at the offices of the City or such other location to which the parties may agree.

(b) The Deed shall be in recordable form and shall be promptly recorded in the proper office for the recordation of deeds and other instruments pertaining to the Redevelopment Property. At closing, the Redeveloper shall pay: all recording costs, including state deed tax, in connection with the conveyance of a portion of the Redevelopment Property; title insurance commitment fees and premiums, if any; and title company closing fees, if any. The City shall pay costs of recording any instruments used to clear title encumbrances; and any special assessments outstanding or levied against a portion of the Redevelopment Property as of the Closing date. The parties agree and understand that the Redevelopment Property is exempt from property taxes for taxes payable in 2015.

Section 3.5. Title. (a) As soon as practicable after the date of this Agreement, the Redeveloper, at Redeveloper's sole expense, shall obtain a commitment for the issuance of a policy of title for the Redevelopment Property. The Redeveloper shall have twenty (20) days from the date of its receipt of such commitment to review the state of title to the Redevelopment Property and to provide the City with a list of written objections to such title. Upon receipt of the Redeveloper's list of written objections, the City shall proceed in good faith and with all due diligence to attempt to cure the objections made by the Redeveloper. In the event that the City has failed to cure objections within sixty (60) days after its receipt of the Redeveloper's list of such objections, the Redeveloper may by the giving of written notice to the City (i) terminate this Agreement, upon the receipt of which this Agreement shall be null and void and neither party shall have any liability hereunder, other than Redeveloper's obligations under Section 3.09 hereof; or (ii) waive the objections and proceed to Closing. The City shall have no obligation to take any action to clear defects in the title to the Redevelopment Property, other than the good faith efforts described above, except that the obligation to clear any title defects that can be resolved by the payment of money shall be absolute.

(b) The City shall take no actions to encumber title to the Redevelopment Property between the date of this Agreement and the time the Deed is delivered to the Redeveloper.

(c) The Redeveloper shall take no actions to encumber title to the Redevelopment Property between the date of this Agreement and the time the Deed is delivered to the Redeveloper. The Redeveloper expressly agrees that it will not cause or permit the attachment of any mechanics, attorneys, or other liens to the Redevelopment Property prior to the Closing.

Notwithstanding termination of this Agreement prior to the Closing, Redeveloper is obligated to pay all costs to discharge any encumbrances to the Redevelopment Property attributable to actions of Redeveloper, its employees, officers, agents or consultants, including without limitation the Architect, Contractor and Redeveloper's Engineer.

Section 3.6. Environmental Conditions. (a) The Redeveloper acknowledges that the City makes no representations or warranties as to the condition of the soils on the Redevelopment Property or the fitness of the Redevelopment Property for construction of the Minimum Improvements or any other purpose for which the Redeveloper may make use of such property, and that the assistance provided to the Redeveloper under this Agreement neither implies any responsibility by the City or the City for any contamination of the Redevelopment Property nor imposes any obligation on such parties to participate in any cleanup of the Redevelopment Property. Provided, if any need for remediation arises on the Redevelopment Property, the City agrees to cooperate with Redeveloper in use of the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Clean-up (VIC) or Petroleum Brownfields (PB) programs to accomplish the remediation, and further agrees to use its best efforts to obtain funding for the remediation from any available County, Metropolitan Council or State funds. Costs of the VIC and PB programs shall be Public Redevelopment Costs and shall be reimbursed one-half from Pooled Tax Increment not to exceed $50,000.

(b) Without limiting its obligations under Section 8.3 of this Agreement, the Redeveloper further agrees that it will indemnify, defend, and hold harmless the City, and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants existing on or in the Redevelopment Property, unless and to the extent that such hazardous wastes or pollutants are present as a result of the actions or omissions of the indemnitees or were present on the Redevelopment Property prior to the Closing. Nothing in this section will be construed to limit or affect any limitations on liability of the City or City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

Section 3.7. Reimbursement for Demolition. The City has agreed to reimburse the Redeveloper for the cost of demolishing the existing fire station on the Redevelopment Property, not to exceed $65,000, as a Public Redevelopment Cost payable from Pooled Tax Increment. The Redeveloper shall complete the demolition in accordance with applicable law and provide the City evidence of the demolition and invoices for the work. Within twenty (20) days after receipt of documentation reasonably acceptable to the City, the City shall pay the Redeveloper the cost of the demolition, not to exceed $65,000 from Pooled Tax Increment.

Section 3.8. TIF Lookback. (a) *Generally.* The financial assistance to the Redeveloper under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing the Minimum Improvements and proceeds to be derived by the Redeveloper from the sale of Units of the Minimum Improvements. Specifically, the amount of reimbursement of Public Redevelopment Costs has been determined based on the amount of assistance needed to provide the Redeveloper a developer's fee of 8% of the total development cost of the project (the "Development Fee"), as shown in the current pro forma attached as Schedule F. The City and the Redeveloper agree that those assumptions will be reviewed at the times described in this Section, and that the amount of tax increment assistance provided under Sections 3.2, 3.6

and 3.7 will be adjusted as follows: In the event the aggregate development sale proceeds would allow a Development Fee exceeding 8%, any such amount shall be paid one-half (1/2) to the City and one-half (1/2) to the Redeveloper. The Development Fee shall be paid to the Redeveloper upon completion of the Minimum Improvements.

(b) *Pro Forma Review*. Before commencement of construction, the City and the Redeveloper shall mutually agree in writing on a final development pro forma allowing for 8 percent net profit to the Redeveloper (the "Pro Forma") based on total development costs, including the net effective cost of the Redevelopment Property at $1.00 and excluding any Development Fee. The Pro Forma must be in substantially the form of the preliminary pro forma attached as Schedule F, and net profit will be calculated substantially as described in that schedule. Within 60 days after substantial completion of the Minimum Improvements, the Redeveloper shall submit cost and revenue analysis prepared by an accountant to the City's financial advisor in the form of the final Pro Forma and prepared in accordance with generally accepted accounting principles. The Redeveloper agrees to provide to the City's consultant any background documentation related to the financial data, upon request. If the City has reason to believe that the cost and revenue analysis is inaccurate, the City may retain an accountant to audit the submitted Pro Forma. In the event the audit demonstrates a discrepancy of more than 3%, the cost of the audit shall be paid by the Redeveloper and shall not be a cost of the Redevelopment subtracted when computing the Redeveloper's Development Fee.

Section 3.9. Business Subsidy. The parties agree and understand that the financial assistance described in this Agreement does not constitute a business subsidy within the meaning of the Business Subsidy Act, because the assistance provided is for housing. The Redeveloper releases and waives any claim against the City, and the governing body members, officers, agents, servants and employees thereof arising from application of the Business Subsidy Act to this Agreement, including without limitation any claim that the City failed to comply with the Business Subsidy Act with respect to this Agreement.

Section 3.10. Payment of Administrative Costs. The Redeveloper agrees that it will pay, within 15 days after written notice from the City, the reasonable costs of consultants and attorneys retained by the City in connection with the negotiation in preparation of this Agreement and the implementation of this Agreement and other incidental agreements and documents related to the development contemplated hereunder, which cost shall be included in the total development costs for purposes of determination of the amount of the Redeveloper's Development Fee. The City will provide written reports describing the costs accrued under this Section upon request from the Redeveloper, but not more often than intervals of 45 days. Any amount deposited by the Redeveloper upon filing its application for tax increment financing with the City will be credited to the Redeveloper's obligation under this Section. Upon termination of this Agreement in accordance with its terms, the Redeveloper remains obligated under this section for costs incurred through the Termination Date.

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ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Improvements. The Redeveloper agrees that it will construct or cause construction of the Minimum Improvements on the Redevelopment Property in accordance with the approved Construction Plans and that it will, during any period while the Redeveloper retains ownership of any portion of the Minimum Improvements, operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2. Construction Plans. (a) Before commencing construction of the Minimum Improvements, the Redeveloper shall submit to the City Construction Plans for the Minimum Improvements. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, the Development Program and all applicable State and local laws and regulations. The City will approve the Construction Plans in writing if (i) the Construction Plans conform to all terms and conditions of this Agreement; (ii) the Construction Plans conform to the goals and objectives of the Development Program; (iii) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (iv) the Construction Plans are adequate to provide for construction of the Minimum Improvements; (v) the Construction Plans do not provide for expenditures in excess of the funds available to the Redeveloper for construction of the Minimum Improvements; and (vi) no Event of Default has occurred. No approval by the City shall relieve the Redeveloper of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the City shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by the Redeveloper in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the City, in whole or in part. Such rejections shall set forth in detail the reasons therefor based upon the criteria set forth in (i) through (vi) above, and shall be made within 20 days after the date of receipt of final plans from the Redeveloper. If the City rejects any Construction Plans in whole or in part, the Redeveloper shall submit new or corrected Construction Plans within twenty (20) days after written notification to the Redeveloper of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. The City's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

The Redeveloper hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the City and/or any changes in the Construction Plans requested by the City. Neither the City , the City , nor any employee or official of the City or City shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the City.

(b) If the Redeveloper desires to make any material change in the Construction Plans or any component thereof after their approval by the City, the Redeveloper shall submit the proposed change to the City for its approval. For the purpose of this section, the term "material" means changes that increase or decrease construction costs by $500,000 or more. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 of this Agreement with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Redeveloper, setting forth in detail the reasons therefor. Such rejection shall be made within 10 days after receipt of the notice of such change. The City's approval of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.3. Commencement and Completion of Construction. (a) Subject to Unavoidable Delays, the Redeveloper shall commence construction of the Minimum Improvements within 30 days after the Closing on the Redevelopment Property related to such phase. Subject to Unavoidable Delays, the Redeveloper shall complete the construction of the Minimum Improvements in phases by:

- Six (6) Units, September 30, 2016
- Six (6) additional Units, September 30, 2017
- Six (6) additional Units, September 30, 2018

All work with respect to the Minimum Improvements to be constructed or provided by the Redeveloper on the Redevelopment Property shall be in conformity with the Construction Plans as submitted by the Redeveloper and approved by the City.

(b) The Redeveloper agrees for itself, its successors, and assigns, and every successor in interest to the Redevelopment Property, or any part thereof, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Redevelopment Property through the construction of the Minimum 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. After the date of this Agreement and until the Minimum Improvements have been sold, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the City, but no more than monthly, as to the actual progress of the Redeveloper with respect to such construction and sales.

Section 4.4. Certificate of Completion. (a) Promptly after completion of each ~~phase~~Unit of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Minimum Improvements (including the dates for beginning and completion thereof, the City Representative shall deliver to the Redeveloper a Certificate in substantially the form shown as Schedule D, in recordable form and executed by the City.

(b) If the City Representative shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this Agreement, the City Representative shall,

within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the relevant ~~phase~~Unit of the Minimum 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 Redeveloper to take or perform in order for the City to issue the Certificate of Completion.

(c) The construction of each ~~phase~~Unit of the Minimum Improvements shall be deemed to be substantially complete upon issuance of a certificate of occupancy for the ~~phase~~Unit, and upon determination by the City Representative that all related site improvements on the Redevelopment Property have been substantially completed in accordance with approved Construction Plans, subject to landscaping that cannot be completed until seasonal conditions permit.

Section 4.5. Records. The City through any authorized representatives, shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of Redeveloper relating to the Minimum Improvements. Such records shall be kept and maintained by Redeveloper through the Termination Date.

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ARTICLE V

Insurance

Section 5.1. Insurance. (a) The Redeveloper will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to 100% of the principal amount of the Note, and with coverage available in no reporting form on the so-called "all risk" form of policy. The interests of the City and City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than $2,000,000 combined limit and $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as additional insured on the policy; and

(iii) Workers' compensation insurance, with statutory coverage, provided that the Redeveloper may be self-insured with respect to all or any part of its liability for workers' compensation.

(b) Upon completion of construction of the Minimum Improvements and prior to the sale of the final Unit, the Redeveloper shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to all unsold Units of the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount of $2,000,000 aggregate and $1,000,000 for each occurrence, and shall be endorsed to show the City as additional insured.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Redeveloper, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Redeveloper may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Redeveloper that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Redeveloper 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 Redeveloper and the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the Redeveloper may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Redeveloper shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Redeveloper agrees to notify the City immediately in the case of damage exceeding $100,000 in amount to, or destruction of, any unsold Unit of the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event the Redeveloper will forthwith repair, reconstruct, and restore such Unit of the Minimum 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 Redeveloper will apply the net proceeds of any insurance relating to such damage received by the Redeveloper to the payment or reimbursement of the costs thereof.

The Redeveloper shall complete the repair, reconstruction and restoration of such Unit of the Minimum Improvements, regardless of whether the net proceeds of insurance received by the Redeveloper 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 Redeveloper.

(e) The Redeveloper and the City agree that all of the insurance provisions set forth in this Article V shall terminate upon the termination of this Agreement.

Section 5.2. Subordination. Notwithstanding anything to the contrary herein, the rights of the City with respect to the receipt and application of any insurance proceeds shall, in all respects, be subordinate and subject to the rights of any Holder under a Mortgage allowed pursuant to Article VII of this Agreement.

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ARTICLE VI

Tax Increment; Taxes

Section 6.1. Right to Collect Delinquent Taxes. The Redeveloper acknowledges that the City is providing substantial aid and assistance in furtherance of the development through reimbursement of the Public Redevelopment Costs. To that end, the Redeveloper agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency during any time that the Redeveloper owns the Redevelopment Property all real estate taxes assessed against the Redevelopment Property and the Minimum Improvements. The Redeveloper acknowledges that this obligation creates a contractual right on behalf of the City to sue the Redeveloper or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Review of Taxes. The Redeveloper agrees that prior to the Termination Date it will not cause a reduction in the real property taxes paid in respect of the Redevelopment Property through: (A) willful destruction of the Redevelopment Property or any part thereof; or (B) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1 of this Agreement. The Redeveloper also agrees that it will not, prior to the Termination Date, seek exemption from property tax for the Redevelopment Property or any portion thereof or transfer or permit the transfer of the Redevelopment Property to any entity that is exempt from real property taxes and state law (other than any portion thereof dedicated or conveyed to the City in accordance with platting of the Redevelopment Property), or apply for a deferral of property tax on the Redevelopment Property pursuant to any law.

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ARTICLE VII

Other Financing

Section 7.1. Generally. Before Closing, the Redeveloper shall submit to the City or provide access thereto for review by City staff, consultants and agents, evidence reasonably satisfactory to the City that Redeveloper has available funds, or commitments to obtain funds, whether in the nature of mortgage financing, equity, grants, loans, or other sources sufficient for paying the cost of the construction of the Minimum Improvements, provided that any lender or grantor commitments shall be subject only to such conditions as are normal and customary in the commercial lending industry.

Section 7.2. City's Option to Cure Default on Mortgage. In the event that any portion of the Redeveloper's funds is provided through mortgage financing, and there occurs a default under any Mortgage authorized pursuant to Article VII of this Agreement, the Redeveloper shall cause the City to receive copies of any notice of default received by the Redeveloper from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of the Redeveloper within such cure periods as are available to the Redeveloper under the Mortgage documents.

Section 7.3. Modification; Subordination. The City agrees to subordinate its rights under this Agreement to the Holder of any Mortgage securing construction or permanent financing, in accordance with the terms of a subordination agreement substantially in the form attached as Schedule E, or such other form as the City approves.

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ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. The Redeveloper represents and agrees that its purchase of the Redevelopment Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Redevelopment Property and not for speculation in land holding.

Section 8.2. Prohibition Against Redeveloper's Transfer of Property and Assignment of Agreement. The Redeveloper represents and agrees that prior to issuance of a Certificate of Completion for each Unit of the Minimum Improvements:

(a) Except only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Redevelopment Property, or any part thereof, to perform its obligations with respect to undertaking the redevelopment contemplated under this Agreement, and any other purpose authorized by this Agreement, the Redeveloper 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 lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Redevelopment Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity whether or not related in any way to the Redeveloper (collectively, a "Transfer"), without the prior written approval of the City (whose approval will not be unreasonably withheld, subject to the standards described in paragraph (b) of this Section) unless the Redeveloper remains liable and bound by this Redevelopment Agreement in which event the City's approval is not required. Any such Transfer shall be subject to the provisions of this Agreement. For the purposes of this Agreement, the term Transfer does not include (i) acquisition of a controlling interest in Redeveloper by another entity or merger of Redeveloper with another entity; or (ii) any sale, conveyance, or transfer in any form to any Affiliate.

(b) In the event the Redeveloper, upon Transfer of the Redevelopment Property or any portion thereof either before or after issuance of the Certificate of Completion, seeks to be released from its obligations under this Redevelopment Agreement as to the portion of the Redevelopment Property that is transferred, the City shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such release that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper as to the portion of the Redevelopment Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable in the public land records of Ramsey County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of the City , have expressly assumed all of the obligations of the Redeveloper under this Agreement as to the portion of the Redevelopment Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject as to such portion;

provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Redevelopment Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Redevelopment Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Redevelopment Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit the City of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Redevelopment Property that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Redeveloper, or any other party bound in any way by this Agreement or otherwise with respect to the Redevelopment Property, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Redevelopment Property governed by this Article VIII, shall be in a form reasonably satisfactory to the City.

(iv) At the written request of Redeveloper, the City shall execute and deliver to Redeveloper and the proposed transferee an estoppel certificate containing commercially customary and reasonable certifications.

In the event the foregoing conditions are satisfied then the Redeveloper shall be released from its obligation under this Agreement, as to the portion of the Redevelopment Property that is transferred, assigned, or otherwise conveyed.

(c) Nothing in this Article VIII will be construed to require, as a condition for release of the Redeveloper hereunder or otherwise, that purchasers of any Unit assume any obligations of the Redeveloper. Upon sale of any Unit to an initial owner, the City will provide to Redeveloper or the buyer the Certificate of Completion for that Unit in recordable form releasing the Unit from all encumbrances of this Agreement.

Section 8.3. Release and Indemnification Covenants. (a) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties as hereinafter defined, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Redeveloper releases from and covenants and agrees that the City, and the governing body members, officers, agents, servants, and employees thereof (the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Redevelopment Property or the Minimum Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Redeveloper agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance, and operation of the Redevelopment Property.

(c) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the Indemnified Parties as hereinafter defined, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Redeveloper or its officers, agents, servants, or employees or any other person who may be about the Redevelopment Property or Minimum Improvements.

(d) 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 such entities and not of any governing body member, officer, agent, servant, or employee of such entities in the individual capacity thereof.

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ARTICLE IX

Events of Default

Section 9.1. 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, any one or more of the following events, after the non-defaulting party provides thirty (30) days written notice to the defaulting party of the event, but only if the event has not been cured within said thirty (30) days or, if the event is by its nature incurable within thirty (30) days, the defaulting party does not, within such thirty (30) day period, provide assurances reasonably satisfactory to the party providing notice of default that the event will be cured and will be cured as soon as reasonably possible:

(a) Failure by the Redeveloper or City to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

(b) If, before issuance of the Certificate of Completion for all the Minimum Improvements, the Redeveloper shall

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law, which action is not dismissed within sixty (60) days after filing; or

(ii) make an assignment for benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated a bankrupt or insolvent.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may:

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

(b) Upon a default by the Redeveloper under this Agreement, the City may terminate the Escrow Agreement and this Agreement.

(c) 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 9.3. Revesting Title in City Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Redevelopment Property to Redeveloper and prior to completion of construction of the Minimum Improvements (evidenced by a Certificate of Completion described in Section 4.4):

(a) Redeveloper, subject to Unavoidable Delays, shall fail to begin construction of the Minimum Improvements in conformity with this Agreement and such failure to begin construction is not cured within 90 days after written notice from the City to Redeveloper to do so; or

(b) Redeveloper fails to pay real estate taxes or assessments on the parcel or any part thereof when due, or creates, suffers, assumes, or agrees to any encumbrance or lien on the parcel (except to the extent permitted by this Agreement), or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within thirty (30) days after written demand by the City to do so; provided, that if Redeveloper first notifies the City of its intention to do so, it may in good faith contest any mechanics' or other lien filed or established and in such event the City shall permit such mechanics' or other lien to remain undischarged and unsatisfied during the period of such contest and any appeal and during the course of such contest Redeveloper shall keep the City informed respecting the status of such defense; or

(c) there is, in violation of the Agreement, any Transfer of the parcel in violation of the terms of Section 8.2, and such violation is not cured within sixty (60) days after written demand by the City to Redeveloper, or if the event is by its nature incurable within 30 days, Redeveloper does not, within such 30-day period, provide assurances reasonably satisfactory to the City that the event will be cured as soon as reasonably possible; or

(d) Redeveloper fails to comply with any of its other covenants under this Agreement related to the Minimum Improvements and fails to cure any such noncompliance or breach within thirty (30) days after written demand from the City to Redeveloper to do so, or if the event is by its nature incurable within 30 days, Redeveloper does not, within such 30-day period, provide assurances reasonably satisfactory to the City that the event will be cured as soon as reasonably possible; or

(e) the Holder of any Mortgage secured by the subject property exercises any remedy provided by the Mortgage documents or exercises any remedy provided by law or equity in the event of a default in any of the terms or conditions of the Mortgage, in either case which would materially adversely affect the rights and obligations of the City hereunder;

Then the City shall have the right to re-enter and take possession of the parcel to which the default relates and to terminate (and revest in the City) the estate conveyed by the deed to Redeveloper as to that parcel, subject to all intervening matters, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the parcel to Redeveloper shall be made upon, and that the deed shall contain a condition subsequent to the effect that in the event of any default on the part of Redeveloper and failure on the part of Redeveloper to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the City at its option may declare a termination in favor of the City of the title, and of all the rights and interests in and to the parcel conveyed to Redeveloper, and that such title and all rights and interests of Redeveloper, and any assigns or successors in interest to and in the parcel, shall revert to the City , but only if the events stated in Section 9.3(a)-(e) have not been cured within the time periods provided above. Notwithstanding anything to the contrary herein, in

the event the Redevelopment Property have been replatted as part of other parcels as of the date of the City's exercise of its rights under this Section, Redeveloper will cooperate with the City in obtaining any subdivision necessary to revest in the City title to the applicable City Parcel.

Section 9.4. Resale of Reacquired Property; Disposition of Proceeds. Upon the revesting in the City of title to and/or possession of the parcel or any part thereof as provided in Section 9.3, the City shall, pursuant to its responsibilities under law, use its best efforts to sell the parcel or part thereof as soon and in such manner as the City shall find feasible and consistent with the objectives of such law and of the Development Program and TIF Plan to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the Minimum Improvements as shall be satisfactory to the City in accordance with the uses specified for such parcel or part thereof in the Development Program and TIF Plan. During any time while the City has title to and/or possession of a parcel obtained by reverter, the City will not disturb the rights of any tenants under any leases encumbering such parcel. Upon resale of the parcel, the proceeds thereof shall be applied:

(a) First, to reimburse the City for all costs and expenses incurred by them, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the parcel (but less any income derived by the City from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the parcel or part thereof (or, in the event the parcel is exempt from taxation or assessment or such charge during the period of ownership thereof by the City , an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the parcel were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the parcel or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the subject improvements or any part thereof on the parcel or part thereof; and any amounts otherwise owing the City by Redeveloper and its successor or transferee; and

(b) Second, to reimburse Redeveloper, its successor or transferee, up to the amount equal to the amount actually invested by Redeveloper in making any of the subject improvements on the parcel or part thereof.

Any balance remaining after such reimbursements shall be retained by the City as its property.

Section 9.5. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party 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. 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 IX.

Section 9.6. 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.

Section 9.7. Attorney Fees. Whenever any Event of Default occurs and if the non-defaulting party employs attorneys or incurs 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 defaulting party under this Agreement, the defaulting party shall, within ten (10) days of written demand by the non-defaulting party, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

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

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; Representatives Not Individually Liable. The City, the City and the Redeveloper, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City or 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 that affects his personal interests or the interests of any corporation, partnership, or association in which he, directly or indirectly, is interested. No member, official, or employee of the City or City shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Redeveloper or successor or on any obligations under the terms of the Agreement.

Section 10.2. Equal Employment Opportunity. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Minimum 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 10.3. Restrictions on Use. The Redeveloper agrees that until the Termination Date, the Redeveloper, and such successors and assigns, shall devote the Redevelopment Property to the operation of the Minimum Improvements as described in Section 4.1 hereof, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Redevelopment Property or any improvements erected or to be erected thereon, or any part thereof. Redeveloper agrees that no portion of the Redevelopment Property will be used for a sexually-oriented business, a pawnshop, a check-cashing business, a tattoo business, or a gun business.

Section 10.4. 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 Redevelopment Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. 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 10.6. 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, to the following addresses (or to such other addresses as either party may notify the other):

To Redeveloper:	Dale Street Station, LLC c/o Greater Metropolitan Housing Corporation Attn: Executive Director/President 15 South Fifth Street, Suite 710 Minneapolis, MN 55402 Attn: Carolyn Olson
To City:	City of Roseville Attn: City Manager 2660 Civic Center Drive Roseville, Minnesota 55113

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The City may record this Agreement and any amendments thereto with the Ramsey County recorder. The Redeveloper shall pay all costs for recording. The Redeveloper's obligations under this Agreement are covenants running with the land for the term of this Agreement, enforceable by the City against the Redeveloper, its successor and assigns, and every successor in interest to the Redevelopment Property, or any part thereof or any interest therein.

Section 10.9. Amendment. This Agreement may be amended only by written agreement approved by the City and the Redeveloper.

Section 10.10. City Approvals. Unless otherwise specified, any approval required by the City under this Agreement may be given by the City Representative.

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

IN WITNESS WHEREOF, the City and Redeveloper have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

CITY OF ROSEVILLE

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ and _____ the Mayor and City Manager of the City of Roseville, on behalf of the City.

_____
Notary Public

DALE STREET STATION, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of Dale Street Station, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

SCHEDULE A

REDEVELOPMENT PROPERTY

Lots 18, 19, 20, 21, and 22, Block 1, O'Neil's Addition, according to the recorded plat thereof, County of Ramsey, State of Minnesota.

And

Copes Subdivision of LOT 1 of Cope's Subdivision of the SE ¼ of Section 11, Township Subject to Road; Then 134 FT of E 247 FT & N 131 FT of W 78 FT of E 325 FT of LOT 12

SCHEDULE B

FORM OF QUIT CLAIM DEED

THIS INDENTURE, between the City of Roseville, a public body corporate and politic (the "Grantor"), and Dale Street Station, LLC, a Minnesota limited liability company (the "Grantee").

WITNESSETH, that Grantor, in consideration of the sum of $_____ and other good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey to the Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Ramsey and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging.

SECTION 1.

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement recorded herewith entered into between the Grantor, the City of Roseville, Minnesota, and Grantee on the _____ day of _____, 2015, identified as "Purchase and Redevelopment Contract" (hereafter referred to as the "Agreement") and that the Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a certificate of completion releasing the Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record. This provision, however, shall in no way prevent the Grantee from mortgaging this Property in order to obtain funds for the purchase of the Property hereby conveyed or for erecting the Minimum Improvements thereon (as defined in the Agreement) in conformity with the Agreement, any applicable development program and applicable provisions of the zoning ordinance of the City of Roseville, Minnesota, or for the refinancing of the same.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certifications and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a

mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the Minimum Improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder and/or Registrar of Titles, Ramsey County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum 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 Grantor, for the Grantee to take or perform in order to obtain such certification.

SECTION 2.

The Grantee's rights and interest in the Property are subject to the terms and conditions of Section 9.3 of the Agreement relating to the Grantor's right to re-enter and revest in Grantor title to the Property under conditions specified therein, including but not limited to termination of such right upon issuance of a Certificate of Completion as defined in the Agreement. Notwithstanding the foregoing, this right shall terminate as to any portion of the Property upon its sale to a new buyer after improvement by a portion of the Minimum Improvements on which a Certificate of Completion has been issued, or following sale by a Holder approved by the City, each of the above terms, as defined in the Agreement

SECTION 3.

The Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall comply with all provisions of the Agreement that relate to the Property or use thereof for the periods specified in the Agreement, including without limitation the covenant set forth in Section 10.3 thereof.

It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land for the respective terms herein provided, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or

is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall not have any right to re-enter the Property or revest in the Grantor the estate conveyed by this Deed on grounds of Grantee's failure to comply with its obligations under this Section 3.

SECTION 4.

This Deed is also given subject to:

(a) Provision of the ordinances, building and zoning laws of the City of Roseville, and state and federal laws and regulations in so far as they affect this real estate.

(b) [Others]

Grantor certifies that it does not know of any wells on the Property.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its President and Executive Director this _____ day of _____, 20__.

CITY OF ROSEVILLE

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this ____ day of _____, 20__, before me, a notary public within and for Ramsey County, personally appeared _____ and _____ to me personally known who by me duly sworn, did say that they are the Mayor and City Manager of the City of Roseville (the "City"), a Minnesota municipal corporation, named in the foregoing instrument; that said instrument was signed on behalf of said City pursuant to a resolution of its governing body; and _____ and _____ acknowledged said instrument to be the free act and deed of said City .

_____
Notary

This instrument was drafted by:

~~7174856v3~~
7174856v4

SCHEDULE C

FORM OF ESCROW AGREEMENT

SCHEDULE D

CERTIFICATE OF COMPLETION

WHEREAS, the City of Roseville, Minnesota, a Minnesota municipal Corporation and Dale Street Station, LLC ("Redeveloper") entered into a certain Purchase and Redevelopment Contract dated _____, 2015 ("Contract"), filed as Document No. _____ at the office of the County Registrar of Titles; and

WHEREAS, the Contract contains certain covenants and restrictions set forth in Articles III and IV thereof related to completing certain Minimum Improvements; and

WHEREAS, the Redeveloper has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification~~;~~ as regards the portion of the Redevelopment Property legally described on Exhibit 1 attached hereto relating to such Unit.;

NOW, THEREFORE, this is to certify that all construction and other physical improvements related to the ~~respective phase~~Unit of the Minimum Improvements specified to be done and made by the Redeveloper have been completed and the agreements and covenants in Articles III and IV of the Contract have been performed by the Redeveloper, and this Certificate is intended to be a conclusive determination of the satisfactory termination of the covenants and conditions of Articles III and IV of the Contract related to completion of the ~~respective phase~~Unit of the Minimum Improvements, but any other covenants in the Contract shall remain in full force and effect.

Dated: _____, 20__.

CITY OF ROSEVILLE

By _____
City Representative

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, the City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

This document drafted by:

EXHIBIT 1

[Attached legal description of Unit]

SCHEDULE E

Form of Subordination Agreement

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, between _____ ("Lender"), whose address is at _____, and the CITY OF ROSEVILLE, a municipal corporation ("City").

RECITALS

A. Dale Street Station, LLC, a Minnesota limited liability company ("Redeveloper"), is the owner of certain real property situated in Ramsey County, Minnesota and legally described in Exhibit A attached hereto and incorporated herein (the "Property").

B. Lender has made a mortgage loan to Redeveloper in the original principal amount of $_____ (the "Loan"). The Loan is the evidenced and secured by the following documents:

(i) a certain promissory note (the "Note") made by Redeveloper dated _____, 200_, in the amount of $_____; and

(ii) a certain mortgage, security agreement and fixture financing statement (the "Mortgage") made by Redeveloper dated _____, 200_, filed _____, 200_, as Ramsey County Recorder/Registrar of Titles Doc. No. _____ encumbering the Property; and

(iii) a certain assignment of leases and rents (the "Assignment") made by Redeveloper dated _____, 20__, filed _____, 20__, as Ramsey County Recorder/Registrar of Titles Doc. No. _____ encumbering the Property.

The Note, the Mortgage, the Assignment, and all other documents and instruments evidencing, securing and executed in connection with the Loan, are hereinafter collectively referred to as the "Loan Documents."

C. City is the owner and holder of certain rights under a certain Purchase and Redevelopment Contract (the "Contract") by and between Redeveloper, the City of Roseville, Minnesota, and City dated _____, 20__ and filed _____, 20__, as Ramsey County Recorder/Registrar of Titles Doc. No. _____ encumbering the Property, which includes a right of reverter in the City.

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lender to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1. Subordination. The City hereby agrees that the rights of the City with respect to City's right of reverter under Section 9.3 of the Contract are and shall remain subordinate and subject to liens, rights and security interests created by the Loan Documents and to any and all

amendments, modifications, extensions, replacements or renewals of the Loan Documents; provided, however, that nothing herein shall be construed as subordinating the requirement contained in the Contract that the Property be used in accordance with the provisions of Section 10.3 of the Contract.

2. Notice to City. Lender agrees to use commercially reasonable efforts to notify City of the occurrence of any Event of Default given to Redeveloper under the Loan Documents, in accordance with Section 7.2 of the Contract. The Lender shall not be bound by the other requirements in Section 7.2 of the Contract.

3. Statutory Exception. Nothing in this Agreement shall alter, remove or affect Lender's obligation under Minnesota Statutes, § 469.029 to use the Property in conformity to Section 10.3 of the Contract.

4. No Assumption. The City acknowledges that the Lender is not a party to the Contract and by executing this Agreement does not become a party to the Contract, and specifically does not assume and shall not be bound by any obligations of the Redeveloper to the City under the Contract, and that the Lender shall incur no obligations whatsoever to the City except as expressly provided herein. Lender will want to get subsidy if takes the Property back. .

5. Notice from City. So long as the Contract remains in effect, the City agrees to give to the Lender copies of notices of any Event of Default given to Redeveloper under the Contract.

6. Governing Law. This Agreement is made in and shall be construed in accordance with the laws of the State of Minnesota.

7. Successors. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any person who acquires title to the Property through the Lender of a foreclosure of the Mortgage.

8. Severability. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

9. Notice. Any notices and other communications permitted or required by the provisions of this Agreement shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage, or delivery by reputable private carrier and addresses as set forth above.

10. Transfer of Title to Lender. The City agrees that in the event the Lender, a transferee of Lender, or a purchaser at foreclosure sale, acquires title to the Property pursuant to a foreclosure, or a deed in lieu thereof, the Lender, transferee, or purchaser shall not be bound by the terms and conditions of the Contract except as expressly herein provided. Further the City agrees that in the event the Lender, a transferee of Lender, or a purchaser at foreclosure sale acquires title to the Property pursuant to a foreclosure sale or a deed in lieu thereof, then the Lender, transferee, or purchaser shall be entitled to all rights conferred upon the Redeveloper under the Contract,

provided that no condition of default exists and remains uncured beyond applicable cure periods in the obligations of the Redeveloper under the Contract.

11. Estoppel. The City hereby represents and warrants to Lender, for the purpose of inducing Lender to make advances to Redeveloper under the Loan Documents that:

(a) No default or event of default by Redeveloper exists under the terms of the Contract on the date hereof;

(b) The Contract has not been amended or modified in any respect, nor has any material provision thereof been waived by either the City or the Redeveloper, and the Contract is in full force and effect;

(c) Such other reasonable certifications as the Lender may request.

12. Amendments. The City hereby represents and warrants to Lender for the purpose of inducing Lender to make advances to Redeveloper under the Loan Documents that City will not agree to any amendment or modification to the Contract that materially affects the Property without the Lender's written consent.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first written above.

CITY OF ROSEVILLE

By _____
Its Mayor

By _____
Its City Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

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

_____
Notary Public

_____

By:_____
Its_____

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of _____, a _____, on behalf of the _____.

_____
Notary Public

SCHEDULE F

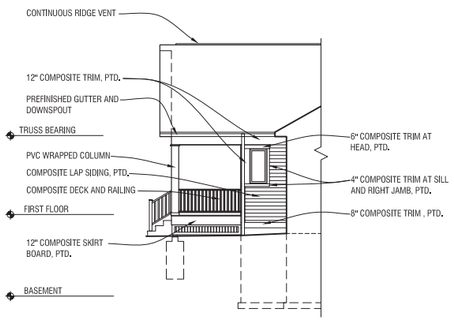
PRO FORMA

SCHEDULE G

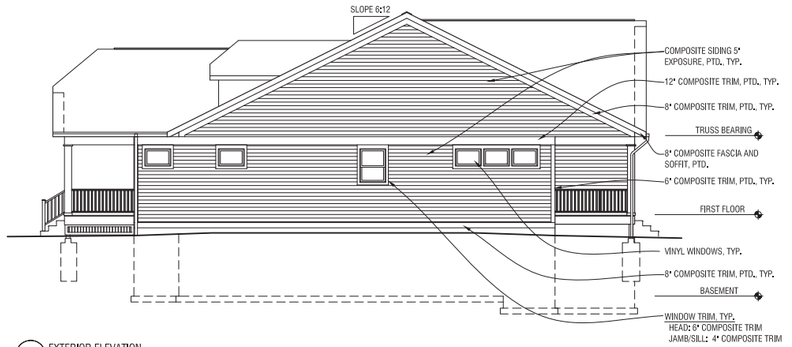
SITE PLAN

RCA Exhibit G

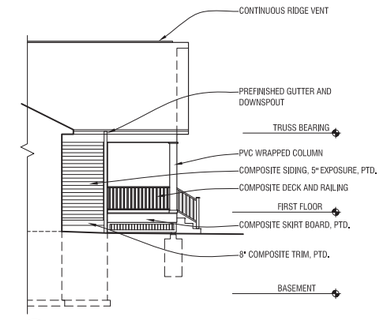
GENERAL NOTE: ALL COMPOSITE TRIM IS 5/8" THICKNESS.



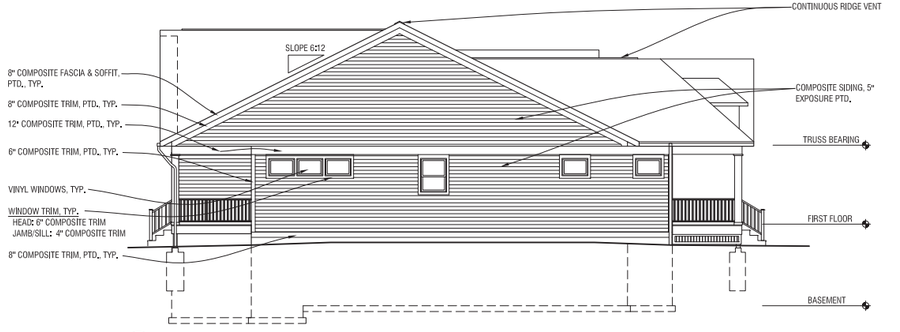
6 PARTIAL EXTERIOR ELEVATION
1/8" = 1'-0"



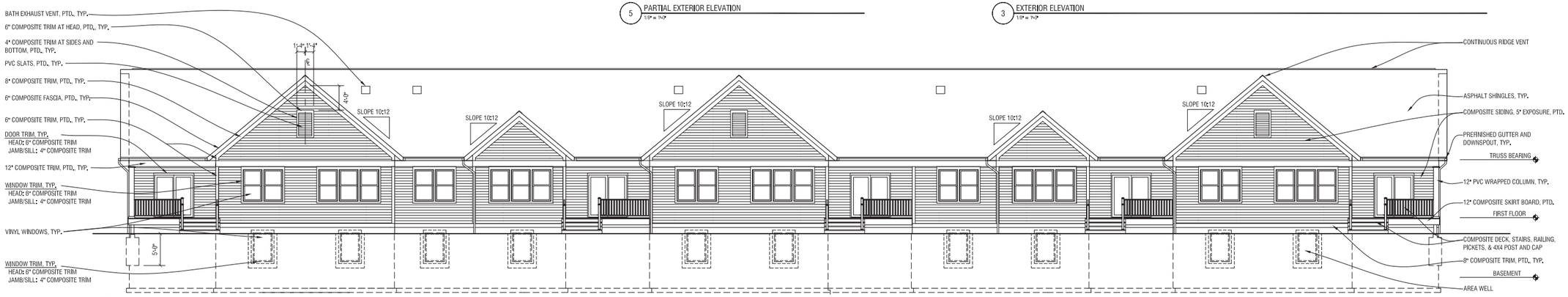
4 EXTERIOR ELEVATION
1/8" = 1'-0"



5 PARTIAL EXTERIOR ELEVATION
1/8" = 1'-0"



3 EXTERIOR ELEVATION
1/8" = 1'-0"



2 EXTERIOR REAR ELEVATION - 5 UNIT BUILDING
1/8" = 1'-0"

1 EXTERIOR FRONT ELEVATION - 5 UNIT BUILDING
1/8" = 1'-0"

NOTE: SEE SHEETS A4.3, A4.4 FOR ENLARGED ELEVATIONS OF PORCH TYPES

CERMAK RHOADES ARCHITECTS
233 East Fourth Street, Suite 400, St. Paul, MN 55101
p 651.225.8623 f 651.225.8720
www.cermakrhoades.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of Minnesota.

Signed

DATE	06/19/2015
REG. NO.	22055

GMHC
The Greater Metropolitan Housing Corp.

EXTERIOR ELEVATIONS

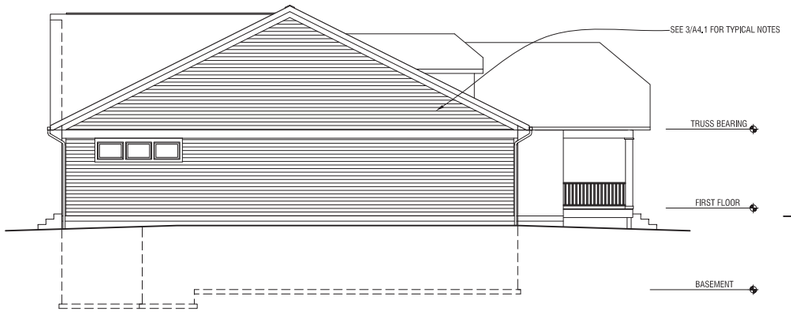
ROSEVILLE GARDEN STATION: TOWNHOMES - REDESIGN

GREATER METROPOLITAN HOUSING CORPORATION
15 SOUTH 5TH STREET SUITE 710
MINNEAPOLIS, MINNESOTA

REVISIONS	
DATE ISSUED	06/19/2015
JOB NO.	1327
FILE NAME	1327STH-A4.X.dwg

A4.1

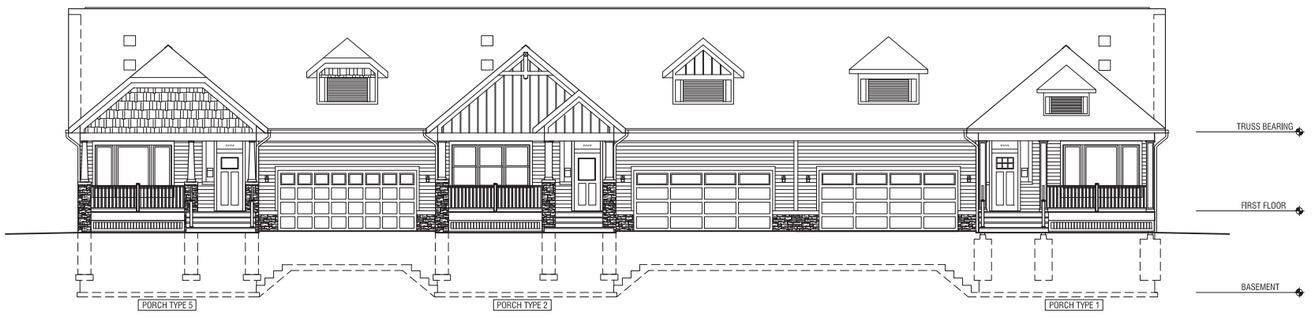
GENERAL NOTE: ALL COMPOSITE TRIM IS 5/8" THICKNESS.



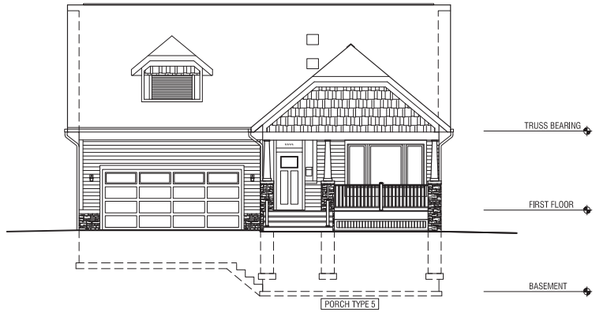
6 EXTERIOR WEST ELEVATION - SINGLE FAMILY HOME
1/8" = 1'-0"

3 EXTERIOR REAR ELEVATION - 3 UNIT BUILDING TYPICAL
1/8" = 1'-0"

5 EXTERIOR REAR ELEVATION - SINGLE FAMILY HOME
1/8" = 1'-0"

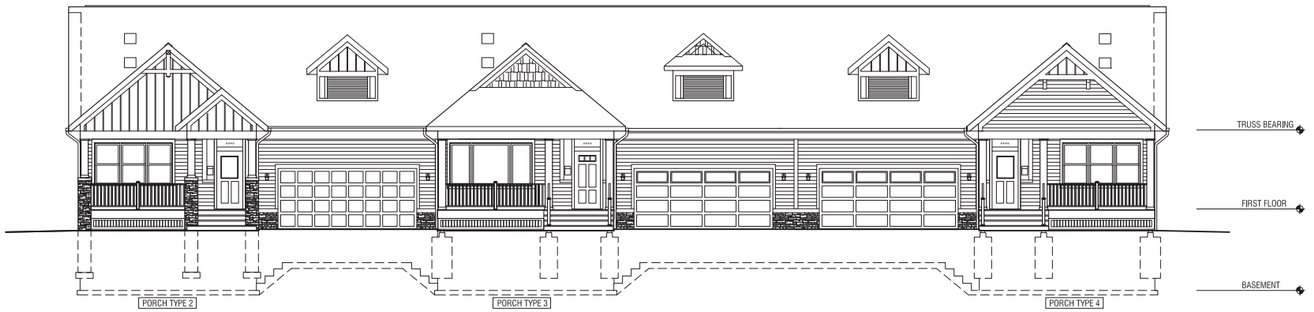


2 EXTERIOR FRONT ELEVATION - 3 UNIT BUILDING B
1/8" = 1'-0"



4 EXTERIOR FRONT ELEVATION - SINGLE FAMILY HOME
1/8" = 1'-0"

NOTE: SEE SHEETS A4.3, A4.4 FOR ENLARGED ELEVATIONS OF PORCH TYPES



1 EXTERIOR FRONT ELEVATION - 3 UNIT BUILDING A
1/8" = 1'-0"

NOTE: SEE SHEETS A4.3, A4.4 FOR ENLARGED ELEVATIONS OF PORCH TYPES

CERMAK RHOADES ARCHITECTS
175 Fort Road Street, Suite 400, St. Paul, MN 55101
p 651.225.8623 f 651.225.8720
www.cermakrhoades.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of Minnesota.

Signed

DATE	06/19/2015
REG. NO.	22055

GMHC
The Greater Metropolitan Housing Corp.

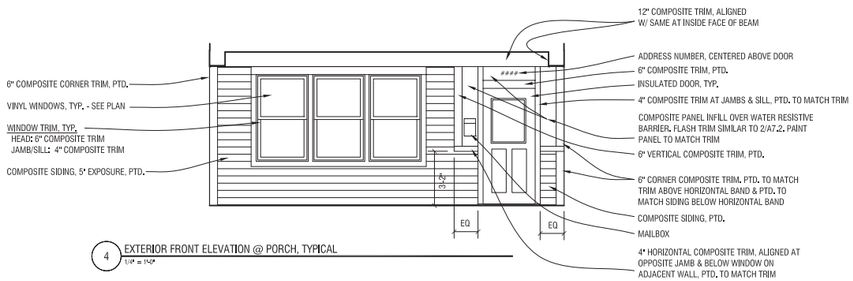
EXTERIOR ELEVATIONS

ROSEVILLE GARDEN STATION: TOWNHOMES - REDESIGN

GREATER METROPOLITAN HOUSING CORPORATION
15 SOUTH 5TH STREET SUITE 710
MINNEAPOLIS, MINNESOTA

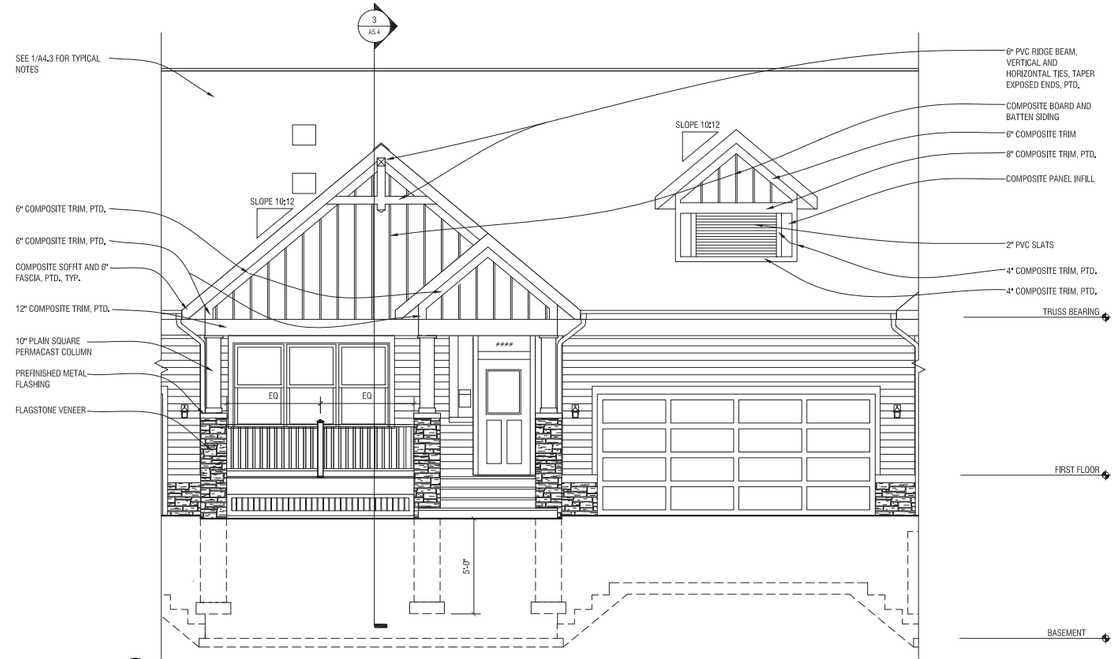
REVISIONS	
DATE ISSUED	06/19/2015
JOB NO.	1327
FILE NAME	1327STH-A4.X.dwg

A4.2

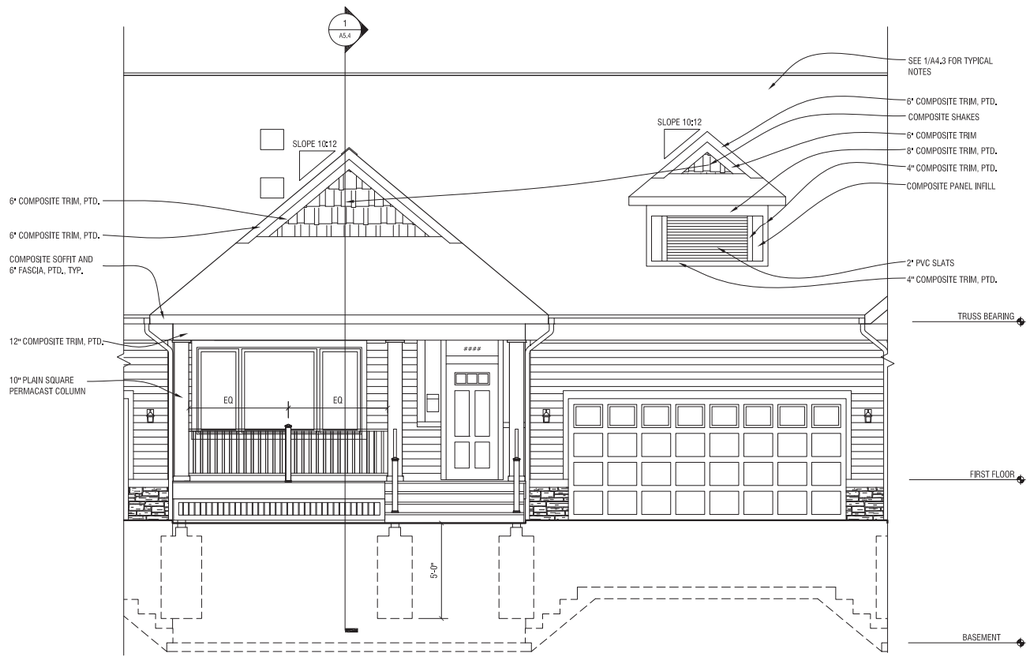


4 EXTERIOR FRONT ELEVATION @ PORCH, TYPICAL
1/4" = 1'-0"

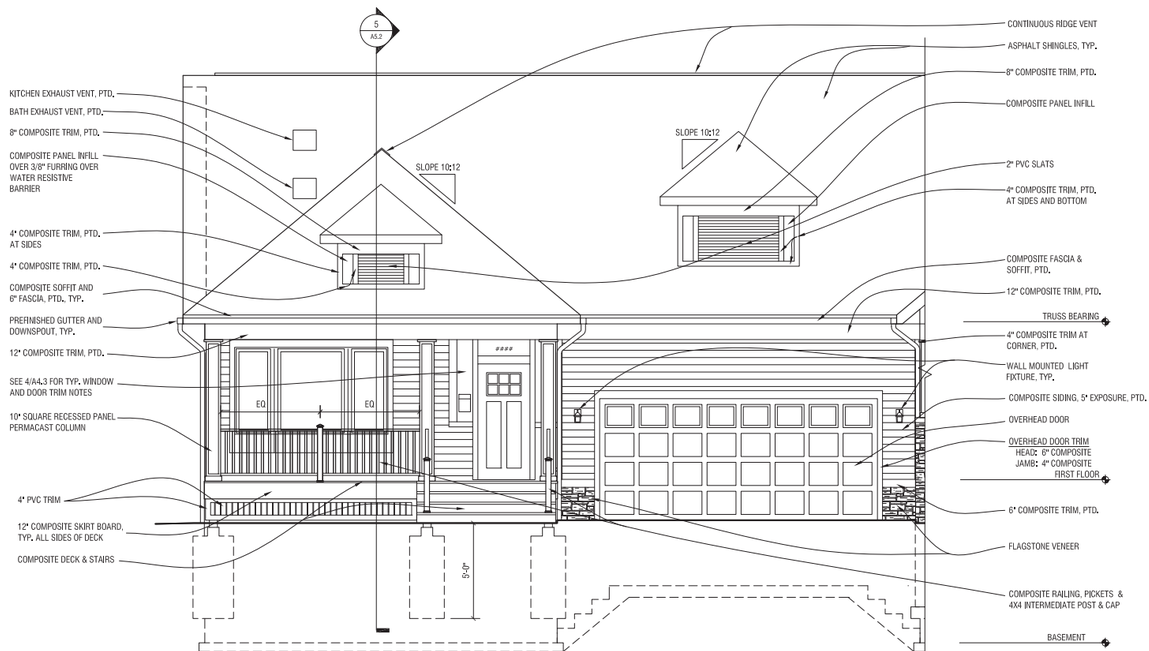
GENERAL NOTE: ALL COMPOSITE TRIM IS 5/8" THICKNESS.



2 PARTIAL EXTERIOR FRONT ELEVATION - PORCH TYPE 2
1/4" = 1'-0"



3 PARTIAL EXTERIOR FRONT ELEVATION - PORCH TYPE 3
1/4" = 1'-0"



1 PARTIAL EXTERIOR FRONT ELEVATION - PORCH TYPE 1
1/4" = 1'-0"

CERMAK RHOADES ARCHITECTS
123 East Fourth Street, Suite 400, St. Paul, MN 55101
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www.cermakrhoades.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of Minnesota.

Signed

DATE 06/19/2015
REG. NO. 22055

GMHC
The Greater Metropolitan Housing Corp.

EXTERIOR ELEVATIONS

ROSEVILLE GARDEN STATION: TOWNHOMES - REDESIGN
GREATER METROPOLITAN HOUSING CORPORATION
15 SOUTH 5TH STREET SUITE 710
MINNEAPOLIS, MINNESOTA

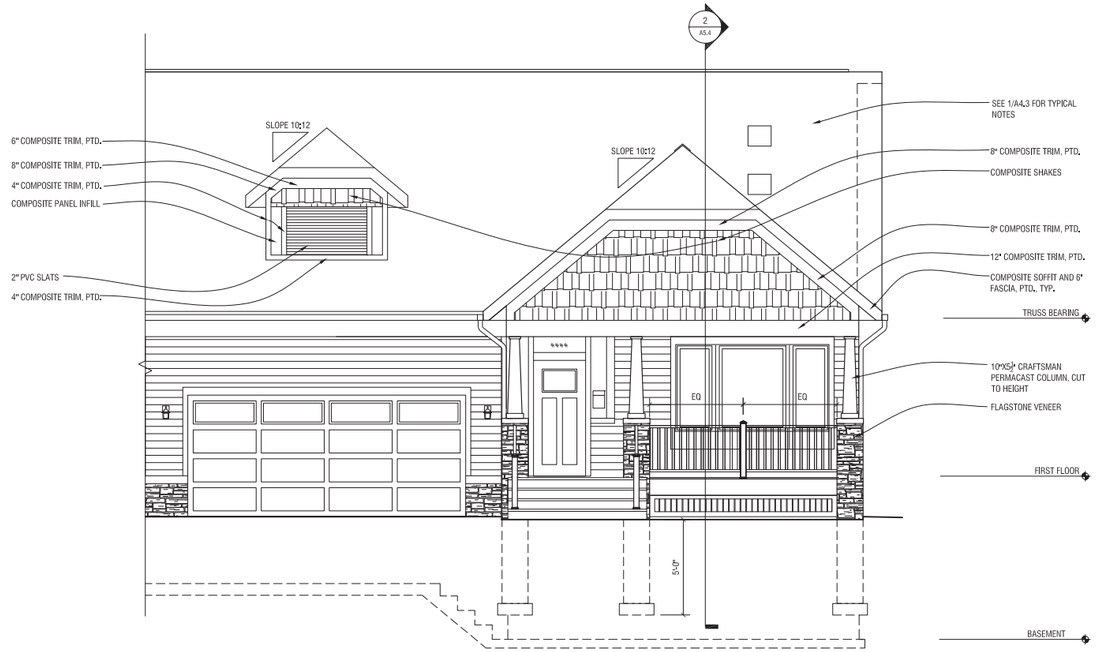
REVISIONS

DATE ISSUED 06/19/2015
JOB NO. 1327
FILE NAME 1327STH-A4.X.dwg

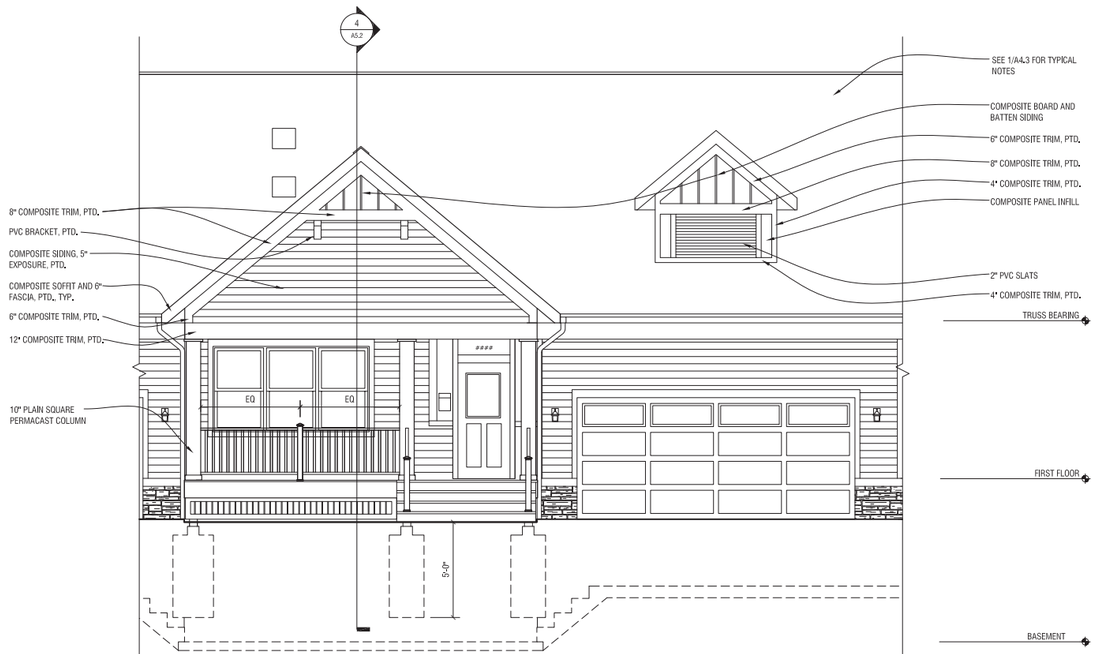
A4.3

RCA Exhibit G

GENERAL NOTE: ALL COMPOSITE TRIM IS 5/8" THICKNESS.



3 PARTIAL EXTERIOR FRONT ELEVATION - PORCH TYPE 5
1/4" = 1'-0"



1 PARTIAL EXTERIOR FRONT ELEVATION - PORCH TYPE 4
1/4" = 1'-0"

CERMAK RHOADES ARCHITECTS
175 Fort Road Street, Suite 400, St. Paul, MN 55101
p 651.225.8623 f 651.225.8720
www.cermakrhoades.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of Minnesota.

Signed

DATE 06/19/2015

REG. NO. 22055

GMHC
The Greater Metropolitan Housing Corp.

EXTERIOR ELEVATIONS

ROSEVILLE GARDEN STATION: TOWNHOMES - REDESIGN

GREATER METROPOLITAN HOUSING CORPORATION
15 SOUTH 5TH STREET SUITE 710
MINNEAPOLIS, MINNESOTA

REVISIONS

DATE ISSUED 06/19/2015
JOB NO. 1327
FILE NAME 1327STH-A4.X.dwg

A4.4

GARDEN STATION ADDITION

KNOW ALL MEN BY THESE PRESENTS: That Greater Metropolitan Housing Corporation, a Minnesota Corporation, owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

Lots 18, 19, 20, 21 and 22, Block 1, O'NEIL'S ADDITION, according to the record plat thereof, Ramsey County, Minnesota;

And

The North 164.0 feet of the East 325.0 feet, EXCEPT the North 30 feet thereof, and EXCEPT the South 3.0 feet of the West 78 feet thereof of Lot 12, COPES SUBDIVISION OF LOT 1 OF COPE'S SUBDIVISION OF THE S.E. 1/4 OF SECTION 11 – TOWNSHIP 29, RANGE 23, according to the record plat thereof, Ramsey County, Minnesota.

Has caused the same to be surveyed and platted as GARDEN STATION ADDITION and does hereby dedicate or donate to the public for public use forever the public way and the drainage and utility easements as shown on this plat.

In witness whereof said Greater Metropolitan Housing Corporation, a Minnesota Corporation, has caused these presents to be signed by its proper officer _____day of_____, 201__.

Signed: Greater Metropolitan Housing Corporation

_____
Carolyn E. Olson, President

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this____day of_____201__, by Carolyn E. Olson, President of Greater Metropolitan Housing Corporation, a Minnesota corporation, on behalf of the corporation.

_____
_____
Notary Public, _____County, Minnesota
My Commission Expires _____

I, Jonathan L. Faraci, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this_____day of_____, 201__,

_____
Jonathan L. Faraci, Professional Land Surveyor
Minnesota License No. 16464

STATE OF MINNESOTA

COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this____day of_____201__, by Jonathan L. Faraci, a Licensed Land Surveyor.

_____
_____
Notary Public, _____County, Minnesota
My Commission Expires _____

City of Roseville

We do hereby certify that on the_____day of_____, 201__, the City Council of the City of Roseville, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

_____
Mayor

_____
City Clerk

Department of Property Records and Revenue

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 201__ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this____day of_____, 201__,

_____, Director
Department of Property Records and Revenue

By _____, Deputy

County Surveyor

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this_____day of _____, 201__.

_____
Craig W. Hinzman, L.S.
Ramsey County Surveyor

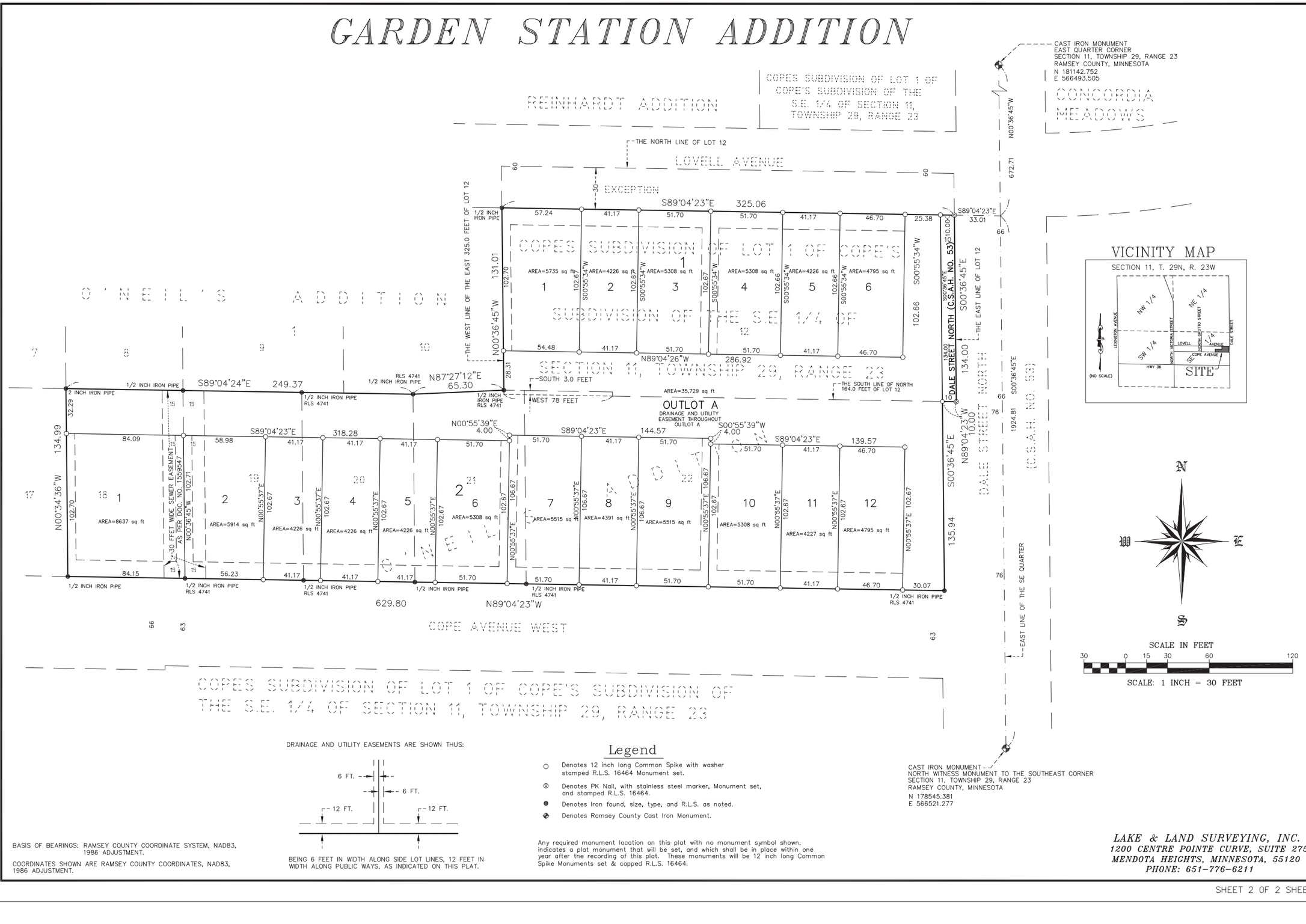
County Recorder, County of Ramsey, State of Minnesota

I hereby certify that this plat of GARDEN STATION ADDITION was filed in the office of the County Recorder for public record on this_____day of_____, 201__, at_____o'clock ___.M. and was duly filed in Book_____of Plats, Page _____,as Document Number _____.

_____
Deputy County Recorder

LAKE & LAND SURVEYING, INC.
1200 CENTRE POINTE CURVE, SUITE 275
MENDOTA HEIGHTS, MINNESOTA, 55120
PHONE: 651-776-6211

GARDEN STATION ADDITION



SHEET 2 OF 2 SHEETS

RCA Exhibit I

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 24th day of August, 2015 at 6:00 p.m.

The following Members were present: _____ and _____were absent.

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ___

A RESOLUTION APPROVING THE FINAL PLAT OF GARDEN STATION (PF15-011)

WHEREAS, Greater Metropolitan Housing Corporation. has applied for approval of the proposed plat, in conjunction with City of Roseville, owner of the property 2325 – 2335 Dale Street and 657 – 675 Cope Avenue, which parcels are legally described in Exhibit A;

And WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed preliminary plat on July 1, 2015, and after said public hearing the Roseville Planning Commission voted to recommend approval of the proposed preliminary plat based on the comments and findings of the pertinent staff report and the input from the public; and

WHEREAS, the Roseville City Council, at its regular meeting on July 20, 2015 received the Planning Commission's recommendation and voted to approve the preliminary plat; and

WHEREAS, the final plat materials have been prepared and submitted which are consistent with the approved preliminary plat and reflect applicable conditions of preliminary plat approval;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota, that the final plat of the subject property creating Garden Station is hereby approved with the following conditions:

a. The Public Works Department shall approve grading and drainage, storm water management, and public utility requirements as necessary to meet the applicable standards prior to issuance of permits for site improvements;

b. Permits for site improvements shall not be issued without evidence of an approved permit from the Ramsey-Washington Metro Watershed District; and

c. Final plat approval shall not be issued without approval of a tree preservation plan, accounting for any changes to grading, utility, or storm water plans not yet anticipated, by the Community Development Department.

AND BE IT FURTHER RESOLVED, by the Roseville City Council that based on the April 1, 2014 recommendation of the Roseville Parks and Recreation Commission related to a similar plat proposal and pursuant to City Code §1103.07, the City Council will accept park dedication of cash in lieu of land. Because the proposed 18-lot plat would add 13 residential building sites to the subject land area and the 2015 City of Roseville fee schedule establishes a park dedication fee of $3,500 per residential unit, a payment of the $45,500 park dedication shall be made by the applicant before the signed final plat is released for recording at Ramsey County.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and upon a vote being taken thereon, the following voted in favor: _____ and _____ voted against.

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 August, 2015 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of August, 2015.

_____
Patrick Trudgeon, City Manager

(SEAL)

Exhibit A

Legal Description of Property and Parcel Identification Numbers

Lots 18, 19, 20, 21, and 22, Block 1, O'Neil's Addition, Ramsey County, Minnesota

And

The North 164.0 feet of the East 325.0 feet except the North 30 feet thereof and except the South 3.0 feet of the West 78 feet thereof of Lot 12, Cope's Subdivision of Lot 1 of Cope's Subdivision of the Southeast Quarter of Section 11, Township 29, Range 23, Ramsey County, Minnesota; according to the plat thereof on file and recorded in the office of the Register of Deeds of said County and State.

PINs:
11.29.23.41.0062
11.29.23.41.0074
11.29.23.41.0073
11.29.23.41.0072
11.29.23.41.0071
11.29.23.41.0070

Date: August 24, 2015
Item: 14.a
TIF 10 & 12 Amendment
Consideration
Please See Item: 12.a

REVISED 8/24

REVISIONS IN YELLOW

REQUEST FOR COUNCIL ACTION

Date: August 24, 2015
Item No.: 14.b

Department Approval

City Manager Approval

Item Description: Review of Housing Redevelopment Authority levy request for 2016

BACKGROUND

On August 18, 2015, the RHRA Board was presented with the attached budget information, which was recommended by the RHRA Finance Subcommittee. The RHRA adopted Resolution No. 63 in support of the proposed levy amount of $650,000.

POLICY OBJECTIVE

The RHRA power to levy is subject to a resolution of consent from the City Council.

BUDGET IMPLICATIONS

The maximum levy the RHRA can impose in 2016 is $752,913. The RHRA is request a levy of $650,000, which is a 7.6% decrease from the 2015 levy of $703,579. The RHRA is seeking this levy amount in order to continue to support the Multi-Family Loan and Acquistion Funds for assemblage of sites for redevelopment and to start putting resources aside for Economic Development activities for redevelopment, retaining businesses and business enhancements. In addition funds have been budgeted for continuing the effort to studying S/E Roseville and continued efforts of implementation of the Business Retention and Expansion study that was completed in spring of 2014. The RHRA levy also includes funding to support the implementation of the RHRA adopted Strategic Plan September 2015-August 2019.

The impact of the proposed 2016 RHRA Levy on variously priced Roseville homes:

Estimated *ANNUAL* Tax Impact - Residential – 0.0% Valuation decrease

Value of Home	2015	2016	$ Increase (Decrease)	% Increase (Decrease)
160,000	27	25	(2)	-8.9%
180,000	31	28	(3)	-8.9%
216,500	$ 36.71	$ 33.45	$ (3.26)	-8.9%
235,000	40	36	(4)	-8.9%
255,000	43	39	(4)	-8.9%
			$ (0.27)	Per month

The RHRA was also provided a new quarterly report of the current fund balances. Account 720 holds funds for the Housing Replacement Program and loans to build new construction housing that meet certain criterias. Account 721 has income restrictions and can only be used to build or sustain workforce housing. Account 722 is a revolving fund that is used to abate deficient properties through the NEP and Code Enfocement complains. Account 723 is the annual levy amount to support RHRA activites as directed by the Strategic Plan. Account 724 is used for

site assemblage for redevelopment of medium and high-density housing as well as rehabilitation of those type of properties.

STAFF RECOMMENDATION

The attached information is for Council's review when considering the 2016 RHRA levy request.

REQUESTED COUNCIL ACTION

The RHRA recommends the City Council approve the levy amount of $650,000 for 2016.

Prepared by: Jeanne Kelsey, HRA Executive Director, 651-792-7086
Attachments:
A: HRA Case
B: HRA 2016 Budget Detail
C: HRA Resolution for 2016 Budget
D: HRA account balances related to programs that HRA administers

Request for HRA Action

Date: 08-18-15
Item No: 9c

Director Approval:

Jeanne Kelsey

Agenda Section:

Action

Description: 2016 RHRA Budget

Requested Action

The RHRA needs to adopt a preliminary 2016 budget by resolution. The draft 2016 budget included in this report has been based on direction from the RHRA Finance Subcommittee. The RHRA needs to review and, if necessary, modify the draft 2016 budget.

Budget Process

Per State Statute 469.033, subdivision 6, the HRA must formulate and file a budget each year in accordance with the budget procedure followed by the executive departments of the City.

To request a preliminary HRA levy, the RHRA must adopt a resolution and budget and present it to the City Council. The RHRA 2016 budget is scheduled to go to the Council August 24, 2015. Assuming approval, the RHRA budget will be included in the City budget and levy request that is submitted to Ramsey County in September. The City Council then holds a public hearing on all elements of the budget in December, including any proposed HRA levy. This process would solidify the amount the City will levy in 2016. Once the initial HRA levy request is approved in August, the levy can still be lowered but cannot be raised above the preliminary level.

Background

To prepare the 2016 RHRA budget, staff used the draft September 2015 – August 2019 Strategic Plan and held a discussion with the RHRA Finance Subcommittee.

According to Chris Miller, City Finance Director, the maximum levy that the RHRA can impose in 2016 is $752,913. In 2014 and 2015, the HRA levy was $703,579. The RHRA Finance Subcommittee is recommending a levy of $650,000 which is a 7.6% decrease from 2015 amount and 14.7% less than the maximum levy.

The impact on a median-valued home of $216,500 would be approximately $33.45 annually, which is approximately $3.26 less than 2015.

In 2016, the following programs will continue to operate but will receive no additional funds:

Roseville Loan Program (consolidated home improvement loan program)	$0
Abatement Assistance (payment of abatement costs for code enforcement activities).	$0
Housing Replacement/Single Family Construction Fund	$0

In 2016, the following programs will be discontinued:

Roseville “Living Smarter” Home and Garden Fair	$0

In 2016, the following programs will be continued or expanded:

Multi-Family Loan and Acquisition Funds Offers rehabilitation loans to existing rental property owners (whose properties have 5 or more units) and also makes dollars available for energy improvements. This program is also used for site assemblage for redevelopment of higher density housing.	$100,000
Ownership Rehabilitation Programs Provides residents with free, comprehensive consultation services about the construction/renovation process to maintain, improve, and/or enhance their existing home, with a specific focus on energy efficiency. The program also recognizes homeowners that have done green construction or improvements to their homes and yards. This program budgets for 200 energy efficiency audits to be completed each year.	$24,850
Neighborhood Enhancement Program (NEP) This funding pays for professional services for seasonal program along with printing and mailing of program materials.	$53,975
Research Studies & Implementation The RHRA assists the City in researching issues that are identified by the RHRA and Council. Additional research is needed for the Hotel/Motel Study, and studying of S/E Roseville.	$20,000
Marketing The RHRA will recreate a welcome packet for mailing to new residents regarding resources and programs that are available. Workshops will be done 8 times a year to address home improvements, sustainability, gardening and healthy living.	$8,000
Economic Development RHRA is working to implement the Business Retention & Expansion program (BR&E). The intent is to help business expand, retain and attract desirable businesses that lead to employment, investment and commitment to the community. This year the RHRA is proposing to budget for funds to be set aside for Economic Development activities for redevelopment, retaining business and business enhancements. The budget reflects continued implementation of the recommendations and resources for outreach to existing businesses. These efforts include a partnership with the St. Paul Area Chamber of Commerce to provide a quarterly educational workshop series as well as newsletters, yearly networking events, and having assistance from interns.	$326,400
General RHRA Expenditures The RHRA has operating costs associated with overhead, staff, attorney, recording secretary services, continuing education and training of staff and the board.	$190,680
Total Expenses	$723,905

Suggested RHRA Action

Discuss and review proposed 2016 RHRA Budget, amend as necessary, then adopt resolution.

Prepared by: Jeanne Kelsey, Executive Director (651) 792-7086

Attachments:
A. Proposed 2016 RHRA Budget
B. Resolution adopting 2016 RHRA Levy
C. Costs of HRA Levy on homeowners

2016 Roseville Housing and Redevelopment Authority (RHRA) Budget Details

To prepare the 2016 RHRA budget, staff reviewed the RHRA Strategic Plan: September 2015 – August 2019 and discussed the Board's priorities with the RHRA Finance Subcommittee. The levy that the RHRA is proposing for 2016 is $650,000, which is a 7.6% decrease from the 2015 Levy of $703,579. In addition to the levy dollars, the RHRA offsets expenses whenever possible with grant dollars.

Home and Garden Fair **2016 Proposed Levy: $0**

The Board has decided to discontinue the annual "Living Smarter" Roseville Home & Garden Fair.

Housing Replacement/Single Family Construction Fund **2016 Proposed Levy: $0**

These programs strive to bring new investment and improvements to the City's neighborhoods by acquiring and razing older homes then selling the land to a qualified builder, developer, or home owner for the construction of a new home. A home owner is approached only if the home has not had substantial reinvestment. Newly constructed homes must meet specific design and site criteria. This fund also is used to provide gap financing on new home construction such as the 5 homes built in 2005 at Applewood Point. This program will continue with the funds on hand in 720 account; no additional funds for 2016 are being budgeted.

Multi-Family Loan and Acquisition Funds **2016 Proposed Levy: $100,000**

These programs offer rehabilitation loans to existing rental property owners (whose properties have 4 or more units) and makes dollars available for energy improvements. These funds are also used for site assemblage for redevelopment of higher density housing. This is a decline from $250,000 in 2015.

Ownership Rehabilitation Program **2016 Proposed Levy: $24,850**

The Ownership Rehabilitation Programs provide residents with free, comprehensive consultation services about the construction/renovation process to maintain, improve, and/or enhance their existing home, with a specific focus on energy efficiency. The program also recognizes homeowners that have done green construction or improvements to their homes and yards.

Housing Resources Prof. Construction Services	$12,000.00
Green Award Program	$850.00
Energy Efficiency Program	$12,000.00

First Time Buyer Program **2016 Proposed Levy: $0**

The HRA has been requested to provide educational resources and workshops for First Time Home Buyer Programs. These funds can be used to offset costs associated with nonprofit organizations that sometimes charge for such workshops. This funding has been moved to the Marketing Studies Marketing Materials/Education Stipend in order to provide more flexibility for other topics.

Neighborhood Enhancement Program **2016 Proposed Levy: $53,975**

The Neighborhood Enhancement Program is a proactive program that initiates neighborhood inspections (from the street) for public nuisance type violations in an attempt to identify and resolve public nuisances before they become large enough to negatively impact neighborhoods and property values.

Professional Services for seasonal program	$47,500.00
Marketing, Printing and Mailing of Material	$6,475.00

Marketing and Studies **2016 Proposed Levy: $ 28,000**

Marketing, outreach, and studies are conducted for the RHRA on an as-needed basis to assist the mission of the RHRA. When specialized expertise is needed in the areas of research, studies, reports, presenters and design projects, the RHRA may contract with third-party providers. Welcome packets related to housing services, programs and loans are sent to new residents.

Implementation of Hotel/Motel Study	$10,000.00
Implementation of SE Roseville Study	$10,000.00
Printing Materials/Education Stipend	$6,500.00

Miscellaneous – Postage, etc.	$1,500.00

Economic Development **2016 Proposed Levy: $326,400**

The economic well-being of Roseville depends on the health and stability of our existing businesses and industries RHRA has developed a Business Retention & Expansion program (BR&E). The intent is to expand, retain, and attract desirable businesses that lead to employment, investment, and commitment to the community. The RHRA is providing resources to our existing businesses with educational opportunities and networking. In 2016 the RHRA will start setting aside funds for Economic Development activities for redevelopment, retaining business and business enhancements.

BR&E implementation services and software	$10,400.00
Marketing outreach to existing businesses, including bi-monthly newsletter	$10,000.00
Economic Development Fund	$300,000.00
Business Educational Series	$6,000.00

General RHRA Expenditures & Income **2016 Proposed Levy: $190,680**

The RHRA has operating costs associated with overhead, staff, continuing education and training of staff and the board. The RHRA contributes funds that are the equivalent of one full-time position and one part-time position; the RHRA also contracts for attorney and recording secretary services.

Professional Services of Staff and Recorder	$159,600
Professional Services of Attorney	$15,000
Fiscal/Overhead Fee	$9,080
Education (Training/Conferences)	$2,500
Training/Conferences for Board Members	$1,000
Memberships/Subscriptions	$1,500
Miscellaneous services and charges	$2,000

Projected 2016 Expenses			**Projected 2016 Revenue/Carryover**	
Home & Garden Fair	$0		2016 Proposed Levy	$650,000
Housing Replacement	$0		Investment income/grants	$5,000
Multi-Family Program	$100,000		**Subtotal Projected Revenue**	**$655,000**
Ownership Rehabilitation	$24,850			
First Time Buyer Program	$0		Projected 2015 Carryover	$68,905
Neighborhood Enhancement Program	$53,975			
Marketing & Studies	$28,000			
Economic Development	$326,400			
Total	**$723,905**		**Total**	**$723,905**

EXTRACT OF MINUTES OF MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF ROSEVILLE

Pursuant to due call and notice thereof, a regular meeting of the Housing and Redevelopment Authority in and for the City of Roseville, County of Ramsey, Minnesota, was duly called and held at the City Hall on Tuesday, the 18st day of August, 2015, at 6:00 p.m.

The following members were present: Bill Majerus, Bill Masche, Jason Etten, Dan Wall, Vickie Lee, and Chair Maschka

and the following were absent: Sue Elkins

Commissioner Majerus introduced the following resolution and moved its adoption

Resolution No. 63

A Resolution Adopting A Tax Levy in 2015 Collectible in 2016

BE IT RESOLVED by the Board of Commissioners (the "Board") of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota (the "Authority"), as follows:

Section 1. Recitals.

1.01. The Authority is authorized by Minnesota Statutes Section 469.033 to adopt a levy on all taxable property within its area of operation, which is the City of Roseville, Minnesota (the "City").

1.02. The Authority is authorized to use the amounts collected by the levy for the purposes of Minnesota Statutes Section 469.001 to 469.047 (the "General Levy").

Section 2. Findings

2.01. The Authority hereby finds that it is necessary and in the best interest of the City and the Authority to adopt the General Levy to provide funds necessary to accomplish the goals of the Authority and in furtherance of its Housing Plan.

Section 3. Adoption of General Levy.

3.01. The following sums of money are hereby levied for the current year, collectible in 2016, upon the taxable property of the City for the purposes of the General Levy described in Section 1.02 above:

Amount: $650,000

Section 4. Report to City and Filing of Levies.

4.01. The executive director of the Authority is hereby instructed to transmit a certified copy of this Resolution to the City Council for its consent to the levies.

4.02. After the City Council has consented by resolution to the levies, the executive director of the Authority is hereby instructed to transmit a certified copy of this Resolution to the county auditor of Ramsey County, Minnesota.

Adopted by the Board of the Authority this 18st day of August, 2015.

Certificate

I, the undersigned, being duly appointed and Executive Director of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on August 18, 2015.

I further certify that Commissioner Majerus introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner Lee, and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof:

Bill Majerus, Bill Masche, Jason Etten, Vickie Lee, and Chair Maschka

and the following voted against the same: Dan Wall

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director and Chair of the Authority this 18st day of August, 2015.

Executive Director
Housing and Redevelopment Authority in
and for the City of Roseville, Minnesota

Chair
Housing and Redevelopment Authority in
and for the City of Roseville, Minnesota

Housing Replacement Program/Single Family | RHRA Account 720 | As of July 31, 2015

ASSETS	Beginning Balance	Current Balance
Cash	$ 180,865.20	$ 403,979.79
Investment Income Receivable	$ 282.56	$ -
Investment Interest Receivable	$ 189.74	$ -
2nd Mortgage Receivable	$ -	$ 55,000.00
2nd Mortgage Receivable	$ -	$ 36,000.00
2nd Mortgage Receivable	$ -	$ 28,000.00
ASSETS Totals	**$ 181,337.50**	**$ 522,979.79**

LIABILITIES	Beginning Balance	Current Balance
Accounts Payable	$ -	$ -
Due to other Governments	$ -	$ -
LIABILITIES Totals	**$ -**	**$ -**

FUND BALANCE	Beginning Balance	Current Balance
Fund Balance	$ 181,337.50	$ 522,979.79
FUND BALANCE Totals	**$ 181,337.50**	**$ 522,979.79**

FUND 720 - Housing Replacement Program/Single Family

Source of Funds: This account holds funds budgeted from levy operating dollars; the funds are transferred from Fund 723 to Fund 720 at end of the year.

Use of Funds: The Housing Replacement Program strives to bring new investment and improvements to the City's neighborhoods by acquiring older homes and reselling the land to a qualified builder, developers, or home owners for the construction of a new home. Sale of property is voluntarily; sellers are approached only if a home has not had substantial reinvestment. The program requires any newly constructed homes to meet specific design and site criteria.

Restrictions: These are levy dollars and must be spent in accordance with HRA state statute

REVENUE	Beginning Balance	Current Balance
Investment Income	$ -	$ 633.99
Change in MV of Investment	$ -	$ (483.16)
County - Ramsey	$ -	$ -
Interest on Loans	$ -	$ -
REVENUE Totals	**$ -**	**$ 150.83**

EXPENSES	Beginning Balance	Current Balance
Loan Write-off	$ -	$ -
GMHC Payments	$ -	$ -
Turf Control	$ -	$ 324.98
EXPENSE TOTALS	**$ -**	**$ 324.98**

Community Development Block Grant (CDBG) | RHRA Account 721 | As of July 31, 2015

ASSETS	Beginning Balance	Current Balance
Cash	$ 91,698.43	$ 332,193.18
Investment Income Receivable	$ 143.26	$ -
Accounts Receivable	$ -	$ -
Notes Receivable /SHRP Loans	$ -	$ 12,458.46
Sienna Green 2040 Note Receivable	$ 341,073.02	$ 341,073.02
Investment Interest Receivable	$ 96.20	$ -
2nd Mortgage Receivable	$ -	$ 59,000.00
2nd Mortgage Receivable	$ -	$ 59,000.00
ASSETS TOTALS	**$ 433,010.91**	**$ 803,724.66**
LIABILITIES	**Beginning Balance**	**Current Balance**
Accounts Payable	$ -	$ -
Due to Other Governments	$ -	$ -
LIABILITIES TOTALS		
FUND BALANCE	**Beginning Balance**	**Current Balance**
Fund Balance	$ 433,010.91	$ 803,724.66
FUND BALANCE TOTALS	**$ 433,010.91**	**$ 803,724.66**

FUND 721 - Community Development Block Grant Program (CDBG)

Source of Funds: CDBG Funds come from Ramsey County and are loans that have supported building and rehabbing of single family and multifamily projects.

Use of Funds: Can be grants or loans to develop workforce housing.

Restrictions: Funds are income restricted to 51% of the development needs to be 80% or less of Area Median Income.

REVENUE	Beginning Balance	Current Balance
Investment Income	$ -	$ 115.59
Change in MV of Investment	$ -	$ (143.26)
REVENUE TOTALS	**$ -**	**$ (27.67)**
EXPENSES	**Beginning Balance**	**Current Balance**
Payment to Owner	$ -	$ -
Public Works	$ -	$ -
EXPENSE TOTALS	**$ -**	**$ -**

Property Abatement Program | RHRA Account 722 | As of July 31, 2015

ASSETS	Beginning Balance	Current Balance
Cash	$ 117,959.58	$ 120,247.88
Special Assessments - Delinquent	$ -	$ -
Investment Income Receivable	$ 184.29	$ -
Investment Interest Receivable	$ 123.75	$ -
Special Assmt Rec	$ 2,073.30	$ 936.34
Deferred Special Assmt	$ -	$ -
Accounts Receivable	$ 1,457.65	$ 383.00
ASSETS Totals	**$ 121,798.57**	**$ 121,567.22**
LIABILITIES	**Beginning Balance**	**Current Balance**
Accounts Payable	$ -	$ -
Use Tax Payable	$ -	$ -
Deferred Revenue	$ -	$ -
LIABILITIES Totals	**$ -**	**$ -**
FUND BALANCE	**Beginning Balance**	**Current Balance**
Fund Balance	$ 121,798.57	$ 121,567.22
FUND BALANCE Totals	**$ 121,798.57**	**$ 121,567.22**

FUND 722 - Property Abatement Program

Source of Funds: This account holds revolving funds budgeted originally from levy operating dollars that were transferred from 723.

Use of Funds: Funds in the account are used to abate deficient properties through the Neighborhood Enhancement Program and Code Enforcement complaints.

Restrictions: These are levy dollars and must be spent in accordance with HRA state statute.

REVENUE	Beginning Balance	Current Balance
Property Taxes	$ -	$ -
Investment Income	$ -	$ 152.56
Change in MV of Investment	$ -	$ (184.29)
Administrative Fees	$ -	$ -
Special Assessment - County	$ -	$ -
REVENUE Totals	**$ -**	**$ (31.73)**
EXPENSES	**Beginning Balance**	**Current Balance**
Payment to Contractors	$ -	$ 199.62
EXPENSE TOTALS	**$ -**	**$ 199.62**

RHRA General Operating | RHRA Account 723 | As of July 31, 2015

ASSETS	Beginning Balance	Current Balance
Cash	$ 137,695.61	$ 357,433.98
Revolving Loan Program (Cash Held by GMHC)	$ 637,611.12	$ 637,611.12
Cashflow Reserve*	$ 165,109.58	$ 165,109.58
Investment Income Receivable	$ 336.04	$ -
Investment Interest Receivable	$ 219.70	$ -
Taxes Receivable - Current	$ 1,028.03	$ -
Taxes Receivable - Delinquent	$ 7,406.73	$ 7,406.73
Deferred Special Assessments	$ -	$ -
Accounts Receivable	$ -	$ -
GMHC Ownership Rehab Loan Prog - *Receivable*	$ 63,182.81	$ 63,182.81
GMHC Family Home Ownership - *Receivable*	$ 16,094.47	$ 16,094.47
GMHC Revolving Home Imprv Loan - *Receivable*	$ 207,321.54	$ 207,321.54
ASSETS TOTALS	**$ 1,236,005.63**	**$ 1,454,160.23**

LIABILITIES	Beginning Balance	Current Balance
Accounts Payable	$ (1,161.42)	$ -
Sales Tax Payable	$ -	$ -
Use Tax Payable	$ -	$ -
Due to other Governments	$ -	$ -
Deferred Income-Special Assmts	$ -	$ -
Deferred Income-Property Taxes	$ (7,406.73)	$ (7,406.73)
Deposits	$ -	$ -
LIABILITIES TOTALS	**$ (8,568.15)**	**$ (7,406.73)**
FUND BALANCE TOTALS	**$ 1,227,437.48**	**$ 1,446,753.50**

FUND 723

Source of Funds: This account receives the levy funds for the RHRA. It also holds the Home & Garden Fair fees paid by exhibitors.

Use of Funds: This account funds the Housing Replacement Program, pays for the Housing Resource consultant services, and also supports the RHRA's activities as directed in its Strategic Plan.

Restrictions: These are levy dollars and must be spent in accordance with HRA state statute.

***Cash flow Reserves:** Recommended reserve amount is 35% of total annual budget expenditures, which this year equals $294,445.*

REVENUE	Budget Amount	Current Amount
Administration Revenue - Property Taxes	$ 703,579.00	$ 355,955.86
Administration - Investment Income	$ 5,000.00	$ 503.65
Administration - Change in MV of Investment	$ -	$ (336.04)
Home & Garden Fair - Fees	$ 15,000.00	$ 1,485.00
Rental Rehab - Lake Josephine HIA	$ -	$ -
Donations - Economic Development	$ -	$ -
REVENUE TOTALS	**$ 723,579.00**	**$ 357,608.47**

EXPENSES	Budget Amount	Current Amount
Administration	$ 179,025.00	$ 106,820.16
Economic Development	$ 26,400.00	$ 1,678.00
Fair	$ 21,000.00	$ 10,924.29
Housing Replacement	$ 200,000.00	$ -
Rental Rehab	$ 250,000.00	$ -
Ownership Rehab	$ 24,850.00	$ 17,520.00
First Time Buyer	$ 1,000.00	$ -
Neighborhood Enhancement	$ 37,405.00	$ -
Marketing Studies	$ 58,000.00	$ 1,350.00
EXPENSE TOTALS	**$ 797,680.00**	**$ 138,292.45**

Multi-family Housing Program and Aquisition | RHRA Account 724 | As of July 31, 2015

ASSETS	Beginning Balance	Current Balance
Cash	$ 995,906.00	$ 1,305,519.04
Investment Income Receivable	$ 852.86	$ -
Investment Interest Receivable	$ 572.70	$ -
Special Assmt Rec	$ -	$ -
Deferred Special Assessment	$ -	$ -
Accounts Receivable	$ -	$ -
Sienna Green2028 Note Rec	$ 55,955.93	$ 55,955.93
Land Held for Resale	$ 659,809.98	$ -
2nd Mortgage Receivable	$ -	$ -
2nd Mortgage Receivable	$ -	$ -
2nd Mortgage Receivable	$ -	$ -
ASSETS Totals	**$ 1,713,097.47**	**$ 1,361,474.97**

LIABILITIES	Beginning Balance	Current Balance
Accounts Payable	$ 55.50	$ -
Use Tax Payable	$ -	$ -
Deferred Revenue	$ -	$ -
Escrow for Attny Fees	0	0
LIABILITIES Totals	**$ 55.50**	**$ -**

FUND BALANCE	Beginning Balance	Current Balance
Fund Balance	$ 1,713,097.47	$ 1,361,474.97
FUND BALANCE Totals	**$ 1,713,208.47**	**$ 1,361,474.97**

FUND 724 - Mulit-family Housing Program & Acquistion

Source of Funds: Budgeted from levy operating dollars and transferred at end of the year for the program.

Use of Funds: These programs offer rehabilitation loans to existing rental property owners (whose properties have 5 or more units) and makes dollars available for energy improvements. These funds are also used for site assemblage for redevelopment of medium and high-density housing.

Restrictions: These are levy dollars and must be spent in accordance with HRA state

REVENUE	Beginning Balance	Current Balance
Property Taxes	$ -	$ -
Investment Income	$ -	$ 1,320.02
Change in MV of Investment	$ -	$ (652.26)
Transfer In	$ -	$ -
Miscellaneous Revenue - *Reimb for Dale St. Exp*	$ -	$ (27,864.64)
REVENUE Totals	**$ -**	**$ (27,196.88)**

EXPENSES	Beginning Balance	Current Balance
Payment to Contractors	$ -	$ -
Land Purchases	$ -	$ -
Payment to Owners	$ -	$ -
Professional Services	$ -	$ -
Printing	$ -	$ -
Utilities	$ -	$ -
Miscellaneous	$ -	$ -
Building & Structures	$ -	$ -
Turf Control	$ -	$ -
Advertising	$ -	$ -
Construction Contracts	$ -	$ -
2335 Dale St Attorney Fees	$ -	$ -
EXPENSE Totals	**$ -**	**$ -**

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Agenda Date: 8/24/2015
Agenda Item: 14.c

Department Approval

City Manager Approval

Item Description: Request for approval of a preliminary plat at 2668 – 2688 Lexington Avenue (the southeast corner of Lexington Avenue and Woodhill Drive, excluding the County Cycles property)

APPLICATION INFORMATION

Applicant: United Properties

Property Owner: United Properties, City of Roseville

Open House Meeting: none required (proposed plat yields fewer than 4 lots)

Application Submission: received on July 2, 2015; considered complete on July 27, 2015

City Action Deadline: September 11, 2015, City Code §1102.01E

GENERAL SITE INFORMATION

Land Use Context

	Existing Land Use	**Guiding**	**Zoning**
Site	Multi-family residential	HR	HDR-1
North	One-family residential, detached	LR/NB	LDR-1/NB
West	Small-scale retail/ City Hall campus	NB/ IN	NB\ INST
East	One-family residential, detached/ Condominium	LR/ HR	LDR-1/ HDR-1
South	Multi-family residential	HR	HDR-1

Natural Characteristics: The site includes many trees, steep slopes, and pond/wetland area.

Planning File History: **PF3018:** (1998) purchase of the 2668 Lexington Avenue parcel by City of Roseville as part of the Housing Replacement Program to replace deteriorating lower-value housing with new homes or multi-family housing

PF3202: (2000) approval of the sale of the 2668 Lexington Avenue parcel to a private developer, "contingent upon successful approval of a Planned Unit Development for senior housing" on the land are that is mostly identical to the present plat proposal

PF3519: (2003) Planning Commission review of a sketch plan for the senior housing development; no formal application for approval was ever submitted

Planning Commission Action:

On August 5, 2015, the Planning Commission unanimously recommended approval of the proposed preliminary plat, subject to certain conditions.

PROPOSAL

United Properties proposes to plat the property into two lots: a large lot, owned by United Properties, for development of a proposed Cherrywood Pointe facility, and a small lot owned by City of Roseville, which may be used for providing access from Lexington Avenue into this development site as well as into other future development(s) generally south of the City-owned parcel. Approving the proposed plat would not confer any ownership or development rights on the City-owned parcel to United Properties. The City's intent in participating in the plat application as a property owner is to resolve the apparent overlap in legal descriptions as shown on the plat and to facilitate negotiation with United Properties with respect to the possible transfer of ownership or access rights on that parcel. The proposed preliminary plat information, the staff analysis presented in the Request for Planning Commission Action, and other supporting documentation, as well as draft public hearing minutes, are included with this report as RCA Exhibit A.

The updated preliminary plat (included with this RCA as Exhibit B) meets or exceeds all applicable requirements, and the Planning Commission's approval recommendation included five conditions as follow:

a. *The Public Works Department shall approve easements, grading and drainage, storm water management, and utility requirements as necessary to meet the applicable standards prior to the approval of the final plat or issuance of permits for site improvements;*

b. *Permits for site improvements shall not be issued without evidence of an approved permit from the watershed district;*

c. *Final plat approval shall not be issued without approval of a tree preservation plan, accounting for any impacts not yet anticipated, by the Community Development Department;*

d. *Vacation of the existing sewer easement and dedication of the proposed replacement sewer easement shall be addressed in conjunction with the Public Improvement Contract that will be required for the reconstruction of the sewer infrastructure related to those easements;*

e. *The applicant shall pay park dedication fees in the amount of $3,500.00 per unit;*

f. *The applicant shall complete a traffic study for this project. The traffic study will be reviewed by, and any required mitigation efforts approved by, the City Engineer prior to the issuance of a building permit; and*

g. *The applicant is aware that any future variance requests will be reviewed on their merits, and the platting process does not have any impact on the variance process, if needed, in the future.*

Since the Planning Commission met, the applicant has continued working with Public Works staff on the engineering-related plans, and has begun coordinating with Roseville's consulting

traffic engineers to perform the traffic study required in condition "f" of the recommended approval.

Recommended condition "g" was added by the Planning Commission largely in recognition of the fact that the tree replacement required as a product of proposed tree removal for the development may represent more trees than can be reasonably planted on the property. The City is presently considering revisions to the tree preservation requirements, and these revisions may provide the ability for developers to plant required replacement trees in approved off-site locations (e.g., neighboring properties, nearby parks, or adjacent boulevards) or the option to contribute money to a tree-planting fund in lieu of installing more trees on a development site than that site can reasonably accommodated. While this zoning amendment might provide United Properties some flexibility in meeting this requirement by the time the development site is ready to accommodate newly-planted trees, any such amendments have yet to be fully considered and approved and, if United Properties is unable to satisfy tree replacement (or other) requirements in place at the time development occurs or replacement trees are to be planted, a variance may be required.

PUBLIC COMMENT

The public hearing for this application was held by the Planning Commission on August 5, 2015. Several members of the public spoke about the proposal, and the primary concerns were related to pedestrian safety in light of increased traffic. Because this application did not require the developer to host an open house meeting, no such informal meeting was held prior to the public hearing and members of the public were generally unaware of the development plans. United Properties had been intending to hold an open house-style meeting to introduce their plans to the neighborhood, but they were waiting until they had enough detail about both the Cherrywood Pointe project as well as the Applewood Pointe project proposed nearby; as of the time this RCA was drafted, United Properties was preparing to hold the open house. After discussing the application and the public comment received during to the hearing, the Planning Commission voted unanimously to recommend approval of the proposed preliminary plat. At the time this report was prepared, Planning Division staff has not received any additional public comments.

RECOMMENDED ACTION

Pass a motion approving the proposed preliminary Cherrywood Pointe at Lexington plat, dated August 3, 2015 and generally comprising the property at 2668 – 2688 Lexington Avenue, based on the findings and recommendation of the Planning Commission and the content of this RCA, subject to the following conditions:

a. The Public Works Department shall approve easements, grading and drainage, storm water management, and utility requirements as necessary to meet the applicable standards prior to the approval of the final plat or issuance of permits for site improvements;

b. Permits for site improvements shall not be issued without evidence of an approved permit from the watershed district;

c. Final plat approval shall not be issued without approval of a tree preservation plan, accounting for any changes to grading, utility, or storm water plans not yet anticipated, by the Community Development Department;

d. Vacation of the existing sewer easement and dedication of the proposed replacement sewer easement shall be addressed in conjunction with the Public Improvement Contract that will be required for the reconstruction of the sewer infrastructure related to those easements;

e. The applicant shall pay park dedication fees in the amount of $3,500.00 per unit;

f. The applicant shall complete a traffic study for this project. The traffic study will be reviewed by, and any required mitigation efforts approved by, the City Engineer prior to the issuance of a building permit; and

g. The applicant is aware that any future variance requests will be reviewed on their merits, and the platting process does not have any impact on the variance process, if needed, in the future.

ALTERNATIVE ACTIONS

A) Pass a motion to table the item for future action. Tabling beyond September 11, 2015 may require an agreement to extend the 60-day action deadline established in City Code §1102.01 to avoid statutory approval.

B) By motion, deny the request. Denial should be supported by specific findings of fact based on the City Council's review of the application, applicable City Code regulations, and the public record.

Prepared by: **Senior Planner Bryan Lloyd**
651-792-7073 | bryan.lloyd@cityofroseville.com

RCA Exhibits: A: 8/5/2015 RPCA packet and draft public hearing minutes
B: Updated preliminary plat drawings

ROSEVILLE

REQUEST FOR PLANNING COMMISSION ACTION

Agenda Date: 8/5/2015
Agenda Item: 5b

Division Approval

Agenda Section
PUBLIC HEARINGS

Item Description: Request for approval of a preliminary plat **(PF15-010)**

APPLICATION INFORMATION

Applicant: United Properties

Location: 2668 – 2688 Lexington Avenue (the southeast corner of Lexington Avenue and Woodhill Drive, excluding the County Cycles property)

Property Owner: United Properties, City of Roseville

Open House Meeting: none required (plat yields fewer than 4 lots)

Application Submission: received on July 2, 2015; considered complete on July 27, 2015

City Action Deadline: September 11, 2015, City Code §1102.01E

GENERAL SITE INFORMATION

Land Use Context

	Existing Land Use	**Guiding**	**Zoning**
Site	Multi-family residential	HR	HDR-1
North	One-family residential, detached	LR/NB	LDR-1/NB
West	Small-scale retail/ City Hall campus	NB/ IN	NB\ INST
East	One-family residential, detached/ Condominium	LR/ HR	LDR-1/ HDR-1
South	Multi-family residential	HR	HDR-1

Natural Characteristics: The site includes many trees, steep slopes, and pond/wetland area.

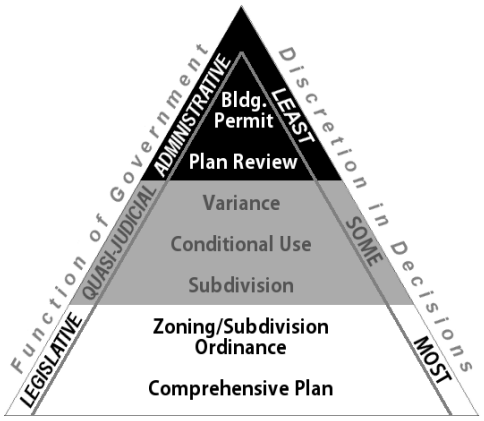
Planning File History: **PF3018:** (1998) purchase of the 2668 Lexington Avenue parcel by City of Roseville as part of the Housing Replacement Program to replace deteriorating lower-value housing with new homes or multi-family housing

PF3202: (2000) approval of the sale of the 2668 Lexington Avenue parcel to a private developer, "contingent upon successful approval of a Planned Unit Development for senior housing" on the land are that is mostly identical to the present plat proposal

PF3519: (2003) Planning Commission review of a sketch plan for the senior housing development; no formal application for approval was ever submitted

LEVEL OF CITY DISCRETION IN DECISION-MAKING

Action taken on a plat request is **quasi-judicial**; the City's role is to determine the facts associated with the request, and weigh those facts against the legal standards contained in State Statute and City Code.



PROPOSAL

United Properties proposes to develop the subject property as an assisted living and memory care facility. The proposed preliminary plat documentation is included with this report as Attachment C. While the proposal shows access to the development across the City-owned parcel (2668 Lexington Avenue) and the plat is intended to include the City-owned parcel, the preliminary plat drawing available at the time this report was prepared did not show this entire parcel within the plat boundary. Planning Division staff anticipates that the plat drawing will be updated in time to present to the Planning Commission as a bench handout. It should also be noted that approving the proposed plat would not confer any ownership or development rights on the City-owned parcel to United Properties. The City's intent in participating in the plat application as a property owner is to resolve the apparent overlap in legal descriptions as shown on the plat and to facilitate negotiation with United Properties with respect to the possible transfer of ownership or development rights on that parcel.

When exercising the so-called "quasi-judicial" authority on a plat request, the role of the City is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the application meets the relevant legal standards and will not compromise the public health, safety, and general welfare, then the applicant is likely entitled to the approval. The City is, however, able to add conditions to a plat approval to ensure that the likely impacts to parks, schools, roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed. Proposals may also be modified to promote the public health, safety, and general welfare, and to provide for the orderly, economic, and safe development of land, and to promote housing affordability for all levels.

PRELIMINARY PLAT ANALYSIS

As a preliminary plat of multi-family-zoned property, neither the zoning nor subdivision codes establish minimum requirements for area or width of lots, but the proposal is subject to the easement standards of the subdivision code, established in Chapter 1103 (Design Standards) of the City Code.

City Code §1103.04 (Easements): Drainage and utility easements 12 feet in width, centered on side and rear property lines, are required where necessary. The proposed plat meets this requirement.

Roseville's Public Works Department staff have been working with the applicant to address the requirements related to grading and drainage, the utilities that will be necessary to serve the contemplated development as well as existing infrastructure that traverses the property, and dedication of additional right-of-way to Lexington Avenue and Woodhill Drive. With respect to right-of-way, Ramsey County Traffic Engineer, Erin Laberee, has alerted City staff to the fact

that another 16.5 feet of right-of-way will need to be dedicated for Lexington Avenue, beyond what is shown in the current documents, to meet the requirements of Ramsey County's Major Street Plan. Even if these engineering plans are not discussed in more detail at the public hearing, actions by the Planning Commission and the City Council typically include conditions that such plans must ultimately meet the approval of Public Works staff. To that end, the applicant has addressed the initial comments of Roseville's Public Works staff, and staff is comfortable that the current plans are able (perhaps with minor modifications as plans are finalized) to satisfy all applicable requirements.

Further, the proposed future development will necessitate the reconstruction and relocation of an existing sewer line, vacation of an associated, existing sewer easement, and dedication of a new easement for the relocated infrastructure. In order not to prematurely vacate the existing easement and dedicate a new easement that would be superfluous if the proposed development does not occur, the preliminary plat can be approved with a condition that the easement vacation and dedication occur in conjunction with formalizing the Public Improvement Contract that will be required for construction of the new sewer infrastructure.

City Code specifies that an approved tree preservation plan is a necessary prerequisite for approval of a preliminary plat. The tree preservation plan (included with this RPCA as part of Attachment C) indicates the expected removal of about two-thirds of the "significant" trees and about four-fifths of the "heritage" trees, resulting in an obligation to plant about 1,100 inches (measured as trunk diameter at breast height) worth of new trees. Based on the minimum 3-inch trunk diameter for replacement trees, that would translate into about 365 new trees. The tree preservation plan has been provided to Roseville's consulting arborist with S&S Tree Service for his review, and Planning Division staff anticipates being able to answer more detailed questions that may arise during the public hearing.

A determination has not yet been made regarding park dedication; United Properties is also working on another residential development of the former Owasso School site at Woodhill Drive and Victoria Street, and park dedication for this proposal will be incorporated into the larger negotiation related to the school site.

Roseville's Development Review Committee (DRC) met on July 9, 23, and 30, 2015 to discuss this application. All of the feedback from members of the DRC is incorporated into the above comments pertaining to the zoning and subdivision codes and engineering requirements.

PUBLIC COMMENT

At the time this report was prepared, Planning Division staff has not received any communications from members of the public about the proposal.

RECOMMENDED ACTION

By motion, recommend approval of the proposed preliminary plat of Cherrywood Pointe at Lexington, generally comprising the property at 2668 – 2688 Lexington Avenue, based on the comments and findings of this report, and subject to the following conditions:

a. The Public Works Department shall approve easements, grading and drainage, storm water management, and utility requirements as necessary to meet the applicable standards prior to the approval of the final plat or issuance of permits for site improvements;

b. Permits for site improvements shall not be issued without evidence of an approved permit from the watershed district;

c. Final plat approval shall not be issued without approval of a tree preservation plan, accounting for any impacts not yet anticipated, by the Community Development Department; and

d. Vacation of the existing sewer easement and dedication of the proposed replacement sewer easement shall be addressed in conjunction with the Public Improvement Contract that will be required for the reconstruction of the sewer infrastructure related to those easements.

ALTERNATIVE ACTIONS

Pass a motion to table the item for future action. Tabling beyond September 11, 2015 may require extension of the 60-day action deadline established in City Code §1102.01E

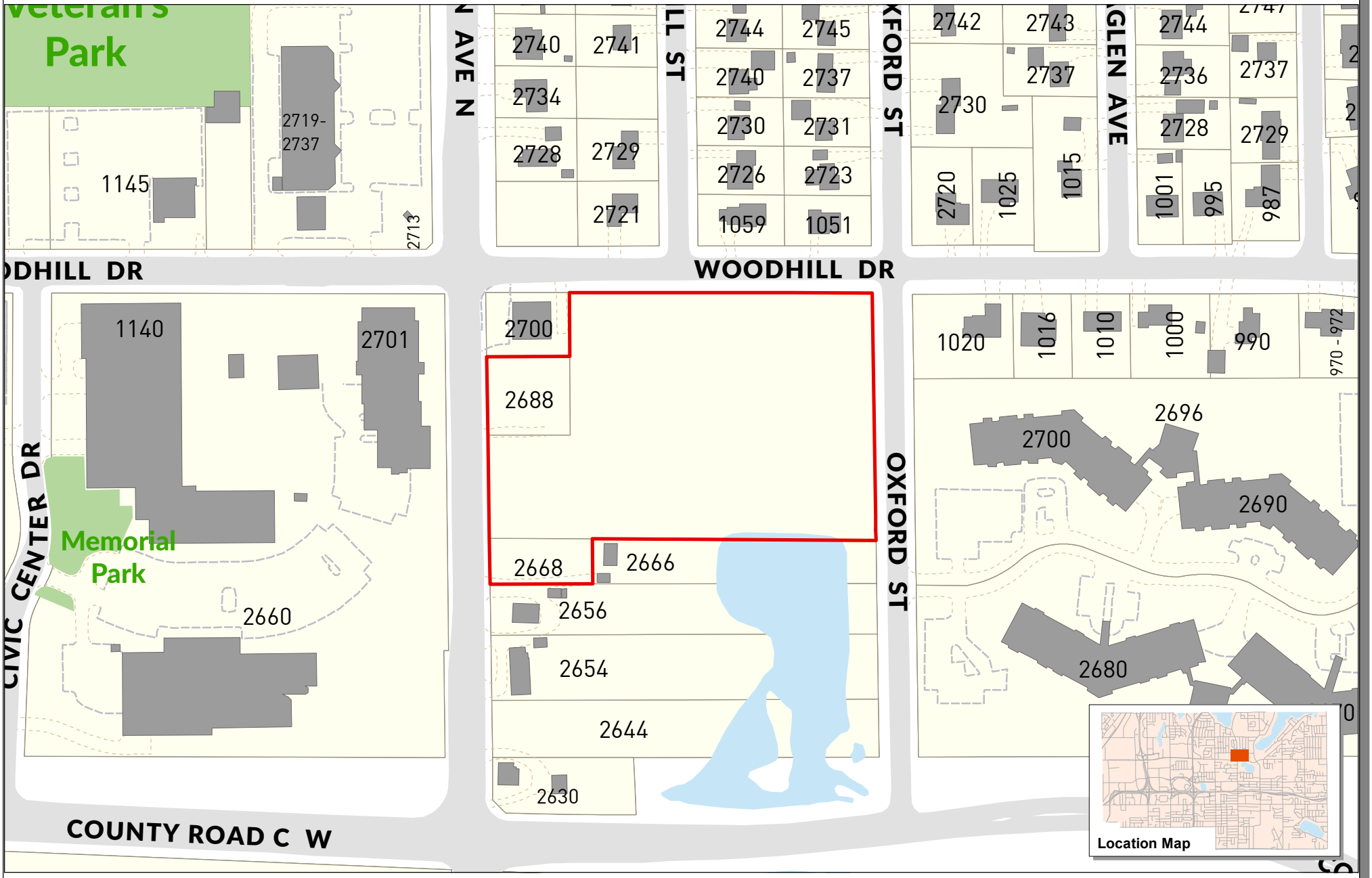
By motion, recommend denial of the proposal. A recommendation to deny should be supported by specific findings of fact based on the Planning Commission's review of the application, applicable City Code regulations, and the public record.

Prepared by: **Senior Planner Bryan Lloyd**
651-792-7073 | bryan.lloyd@cityofroseville.com

Attachments:
A: Area map
B: Aerial photo
C: Preliminary plat information

RCA Exhibit A

Attachment A for Planning File 15-015



ROSEVILLE

Prepared by:
Community Development Department
Updated: July 10, 2015

Site Location
LR / LDR-1 Comp Plan / Zoning Designations

Data Sources
* Ramsey County GIS Base Map (6/29/2015)
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.

0 100 200 Feet

N

mapdoc: planning_commission_location.mxd

Attachment B for Planning File 15-015

ROSEVILLE

Prepared by:
Community Development Department
Printed: July 10, 2015

Site Location

Data Sources
* Ramsey County GIS Base Map (6/29/2015)
* Aerial Data: MnGeo (4/2012)
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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0 50 100 Feet

N

RCA Exhibit A

RPCA Attachment C

ALTA/ACSM LAND TITLE SURVEY

~for~ UNITED PROPERTIES RESIDENTIAL, LLC
~of~ REILING PARCEL

CERTIFICATION

I hereby certify to United Properties Residential LLC, a Minnesota limited liability company, and to Stewart Title Guaranty Company, that this is a survey of:

Parcel 2: (Per Title Commitment)
Beginning at a point 496 feet North from the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 2, Township 29, Range 23, thence North 120 feet, thence East 160 feet, thence South 120 feet, thence West to the point of beginning, Ramsey County, Minnesota.

Parcel 3: (Per Title Commitment)
That part of the West 1/4 of the Southwest 1/4, Section 2, Township 29, Range 23, Ramsey County, Minnesota, lying South of the centerline of County Road C (now called Woodhill Drive); except the South 336 feet thereof; and except the North 253.8 feet of the West 160 feet thereof.

and is based upon information found in the commitment for title insurance prepared by Stewart Title Guaranty Company, File No. 01040-5066, dated effective March 31, 2014 at 8:00 A.M., and shows the locations of all buildings, structures, or improvements on said property; that there are no visible rights of way or easements on said described property other than shown or noted hereon; that there are no party walls or visible encroachments on said described property by buildings, structures, or other improvements situated on adjoining property except as shown or noted hereon; that all easements, if any, listed in Schedule B on the herein referenced commitment for title insurance, are shown hereon; and that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM, and NSPS in 2011, and (ii) pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion, as a land surveyor licensed in the State of Minnesota, the Relative Positional Accuracy of this survey does not exceed that which is specified therein and includes Items 1, 2, 3, 4, 5, 6a, 8, 9, 11(b), 13 and 16 of Table A thereof.

I further certify that this survey 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.

Date: May 29th, 2014

E.G. Rud & Sons, Inc.

Jason E. Rud, Land Surveyor
Minnesota License No. 41578

GENERAL NOTES

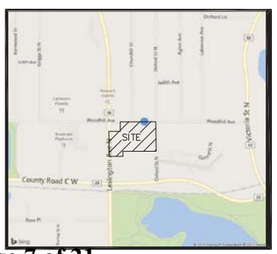
1. Fee ownership is vested in Roger Joseph Reiling for Parcels 2 and 3.
   Parcel ID Numbers: Parcel 2 = 02-29-23-33-0047
   Parcel 3 = 02-29-23-33-0048
2. Address of the surveyed premises: Parcel 2 = 2688 Lexington Avenue North, Roseville, Minnesota.
   Parcel 3 = 0 Oxford Street North, Roseville, Minnesota.
3. Bearings shown hereon are based on Ramsey County Coordinate System.
4. Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance flood plain.), according to Flood Insurance Rate Map Community Panel No. 27123C0020G by the Federal Emergency Management Agency, effective date June, 04, 2010.
5. Boundary area of the surveyed premises: 251,377± sq. ft. (5.77 acres) including right-of-way
   214,250± sq. ft. (4.92 acres) excluding right-of-way.
6. A search of the City of Roseville's website indicates that the surveyed premises shown on this survey is currently zoned HDR-1 – (High Density Residential-1 District). A zoning endorsement letter has not been provided for this survey. Under the applicable zoning regulations, the current lot standards and setbacks are:

	Attached	Multifamily
Maximum density	24 Units/net acre	
Minimum density	12 Units/net acres	
Maximum building height	35 Feet	65 feet
Maximum improvement area	75%	75%
Minimum front yard building setback:		
Street	30 Feet	30 Feet
Interior courtyard	10 Feet	10 Feet
Minimum side yard building setback:		
Interior	8 Feet (end unit)	20 Feet, when adjacent to ldr-1 or ldr-2 10 Feet, all other uses
Corner	15 Feet	20 Feet
Minimum rear yard building setback	30 Feet	30 Feet

   For additional information contact the Planning and Zoning Department at the City of Roseville at (651) 792-7000.
7. There are no marked or striped parking areas onsite. (0 regular, 0 handicapped)
8. The surveyed premises has access to Lexington Avenue, Woodhill Drive and Oxford Street, all public streets.
9. Utilities shown hereon are observed. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation. United Locating Services (612-270-7632) was used for utility locates. The Gopher State Ticket number obtained by United Locating services for this survey locate request is 141323722. Utility Companies contacted by One Call are as follows: AT&T LOCAL SVCS/TRANSMISSI (903) 753-3145; BP PIPELINE (800) 548-6482; CITY OF ROSEVILLE (651) 792-7004; COMCAST - COMCST01 (612) 522-8141; MCI (800) 289-3427; MN COMMERCIAL RAILWAY (651) 295-8609; RAMSEY COUNTY PUBLIC WORKS (651) 266-7100; XCEL ENERGY (651) 229-2427; TTM OPERATING CORP (866) 753-8309; CENTURYLINK (800) 283-4237 and ZAYO GROUP No number provided.
10. Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.
11. The field survey of this site was completed on May 23rd, 2014.
12. Stewart Title Guaranty Company, Commitment No. 01040-5066, Schedule B-II Survey Related Exceptions regarding Parcels 2 and 3 only:
    10.) Lexington Avenue and Woodhill Drive as laid out and traveled. [Surveyor's Note: Lexington Avenue and Woodhill Drive as laid out and traveled are shown. The widths shown are per the Ramsey County Half Sections Maps and therefore it is not warranted or guaranteed for accuracy. No documentation was provided to determine the legal width of said right-of-way.]
    11.) Terms and conditions of Easement dated 11/12/1962, filed 11/21/1962, as Document No. 1577421. [Surveyor's Note: Easement per Document No. 1577421 is shown in approximate location only. The easement does not provide a basis of bearings to accurately depict the location. The easement also does not cover the entire sanitary sewer line as shown.]
    12.) Terms and conditions of Easement dated 12/7/1962, filed 12/31/1962, as Document No. 1580419. [Surveyor's Note: Easement per Document No. 1580419 does not lie within Parcels 2 and 3.]
    13.) Terms and conditions of Easement dated 5/8/1968, filed 6/19/1968, as Document No. 1726546. [Surveyor's Note: Easements per Document No. 1726546 are shown.]
    14.) Terms and conditions of Easement dated 11/14/1972, filed 12/18/1972 as Document No. 1844504. [Surveyor's Note: Easement per Document No. 1844504 does not lie within Parcels 2 and 3.]
    15.) Terms and conditions of Easement dated 12/1/1972, filed 12/26/1972, as Document No. 1845114. [Surveyor's Note: Easements per Document No. 1845114 are shown.]
    16.) Right of the public, State of Minnesota and adjoing land owners to the body of water on the property and consequences of the change in location or expansion of the body of water due to rising and falling levels. [Surveyor's Note: The body of water is shown.]
13. There is a description gap between Parcels 2 and 3 as shown.
14. Curb shots are taken at the top and back of curb.

VICINITY MAP

PART OF SEC. 02, TWP. 29, RNG. 23

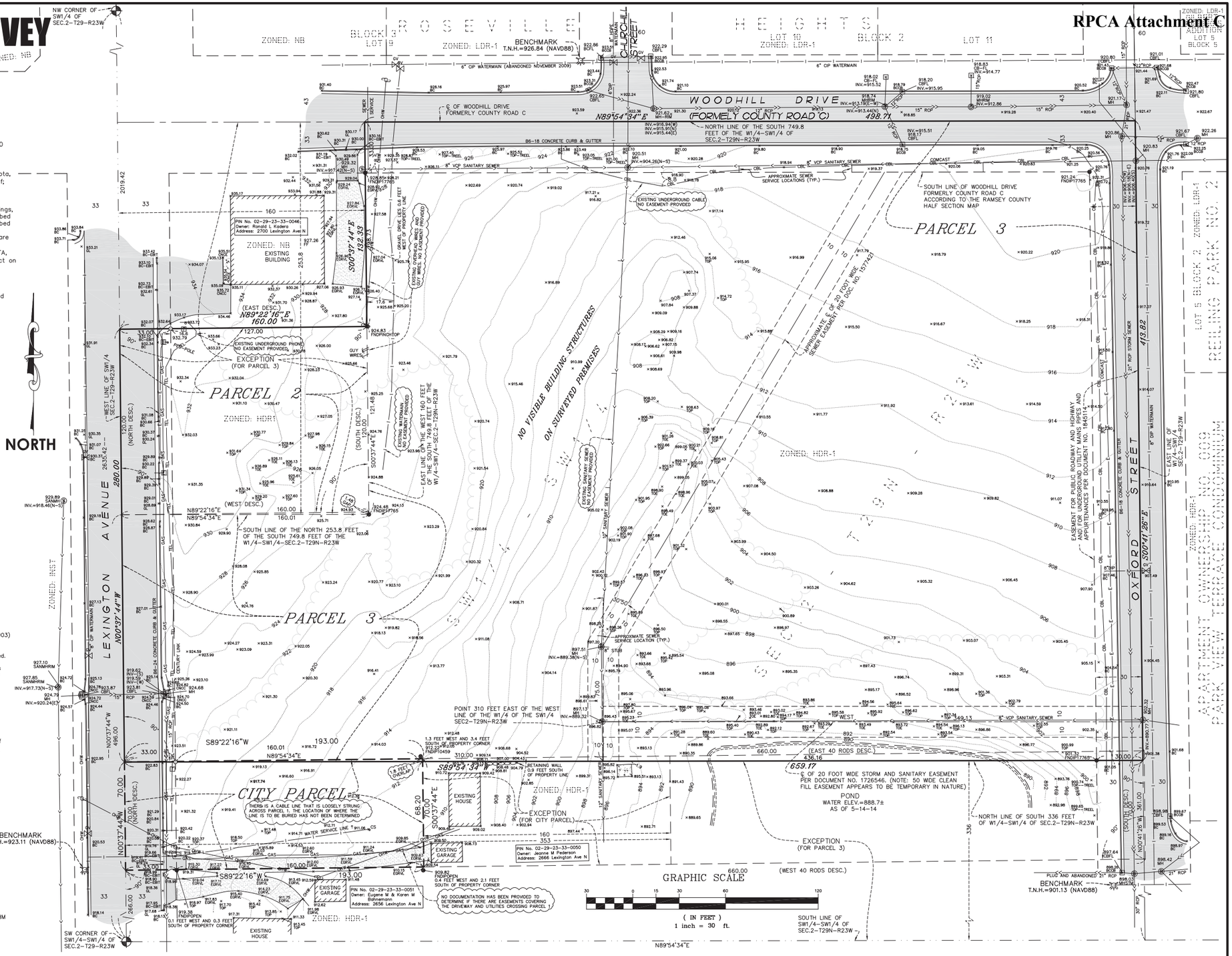


ROSEVILLE, RAMSEY COUNTY, MINNESOTA
(NO SCALE)

BENCHMARK

BENCHMARK: RAMSEY COUNTY BM
#9080 ALUMINUM MONUMENT
ELEV.=904.156 NAVD 1988

E.G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com



NORTH

CITY'S PARCEL DESCRIPTION

All the West 353 feet of the following described premises located in Section 2, Township 29, Range 23; Beginning 266 feet North of the Southwest corner of the Southwest Quarter of the Southwest Quarter, Section 2, Township 29, Range 23; thence North 70 feet; thence East 40 rods; thence South 70 feet; thence West 40 rods to the point of beginning. Except the East 160 feet thereof.

CITY'S PARCEL NOTES

- Description for City's Parcel is per Warranty Deed Document No. 3070327.
- No title work was furnished for City's Parcel. Therefore, there may or may not exist easements or other encumbrances that are not shown on this survey.
- There is a description overlap between the City's Parcel and Parcel 3 as shown.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES STORM SEWER MANHOLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES GAS METER
- DENOTES POWER POLE
- x 952.36 DENOTES EXISTING SPOT ELEVATION
- DENOTES SIGN
- DENOTES TELEPHONE PEDESTAL
- DENOTES CABLE PEDESTAL
- DENOTES ELECTRICAL BOX
- DENOTES FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING 2 FOOT CONTOURS
- DENOTES TREE LINE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES OVERHEAD WIRE
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES UNDERGROUND GAS LINE
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)

PIN No. 17-119-22-14-0008
Owner: City of X
Address: Unassigned

DRAWN BY: JEN	JOB NO: 14233PP	DATE: 05/29/14
CHECK BY: JER	SCANNED ☐	

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

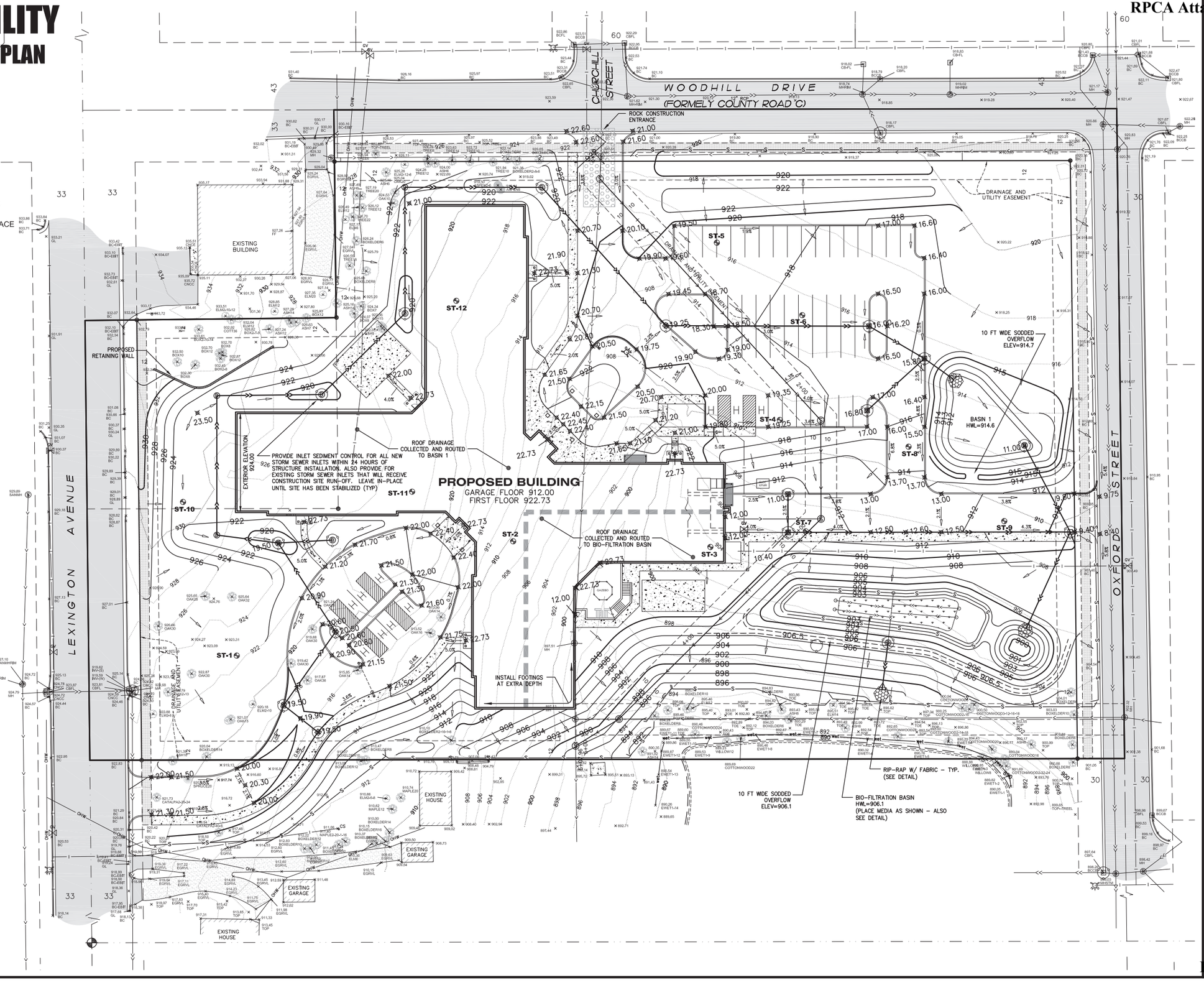
SENIOR CARE FACILITY

GRADING, DRAINAGE & ESC PLAN

ROSEVILLE, MINNESOTA

NOTES:

1) SEE SHEET C0 FOR LEGEND AND CONSTRUCTION NOTES
2) SEE STORM WATER POLLUTION PREVENTION PLAN FOR ADDITIONAL EROSION CONTROL NOTES, SITE SEQUENCING & EROSION AND SEDIMENT CONTROL DETAILS
3) TEMPORARY EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION



Know what's below. Call before you dig.

DESIGN BY: A.G.	DRAWN BY: A.G.
CHCKD BY: C.W.P.	PROJ. NO. 14-1493

ORIGINAL DATE: FEBRUARY 11, 2015

DATE	REVISION DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY

ADAM GINKEL LIC. NO. 43963

DATE: 07.22.2015

SENIOR CARE FACILITY
(LEXINGTON & WOODHILL)
ROSEVILLE, MINNESOTA
GRADING, DRAINAGE & ESC PLAN

PREPARED FOR:
UNITED PROPERTIES

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH

0 15 30
1 INCH = 30 FEET

C2.1

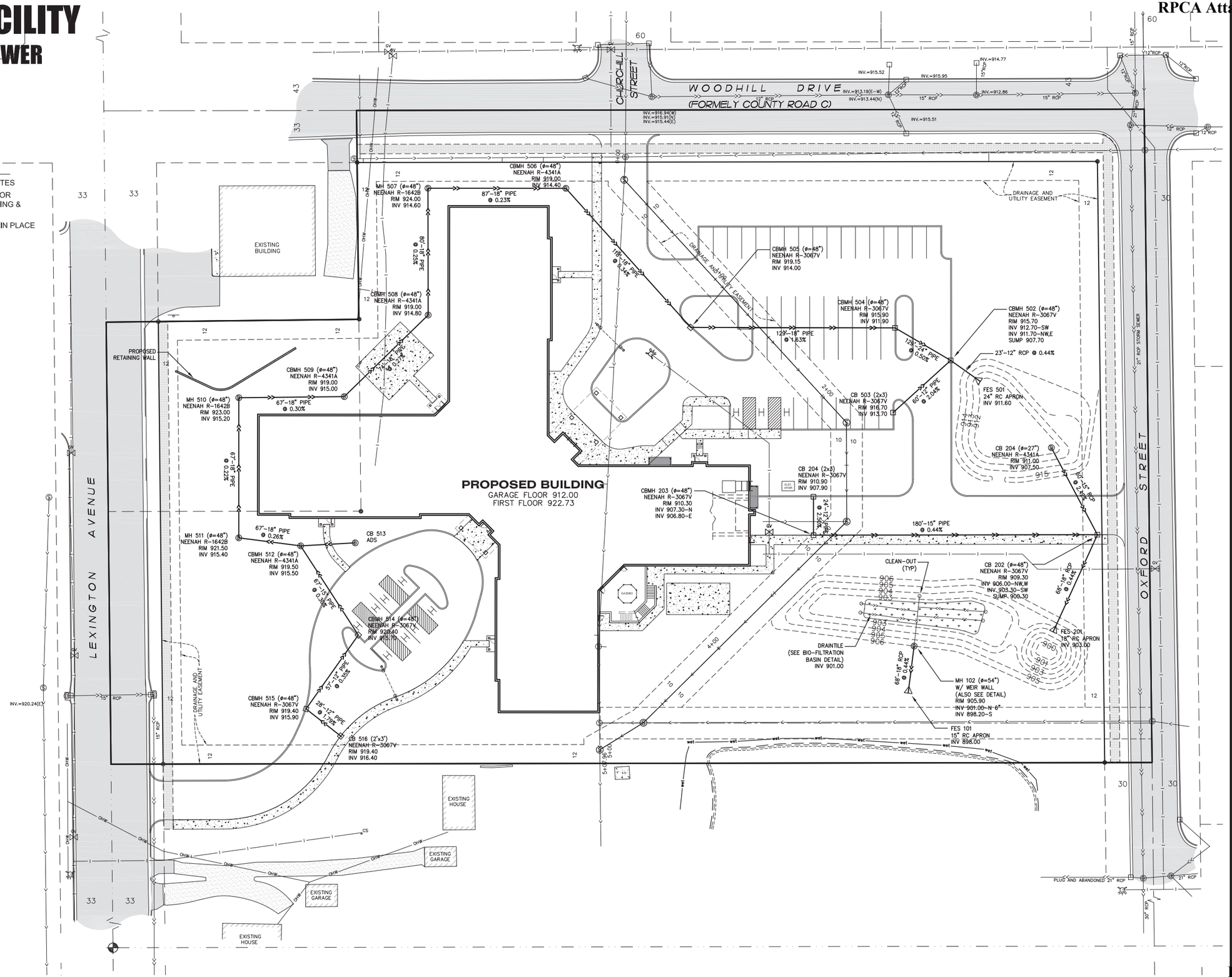
SENIOR CARE FACILITY

UTILITY PLAN - STORM SEWER

ROSEVILLE, MINNESOTA

NOTES:

1) SEE SHEET C0 FOR LEGEND AND CONSTRUCTION NOTES
2) SEE STORM WATER POLLUTION PREVENTION PLAN FOR ADDITIONAL EROSION CONTROL NOTES, SITE SEQUENCING & EROSION AND SEDIMENT CONTROL DETAILS
3) TEMPORARY EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION



Know what's below. Call before you dig.

DESIGN BY: A.G. | DRAWN BY: A.G.
CHCKD BY: C.W.P. | PROJ. NO. 14-1493
ORIGINAL DATE: FEBRUARY 11, 2015

DATE	REVISION DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

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ADAM GINKEL LIC. NO. 43963
DATE: 07.22.2015

SENIOR CARE FACILITY
(LEXINGTON & WOODHILL)
ROSEVILLE, MINNESOTA

UTILITY PLAN
STORM SEWER

PREPARED FOR:
UNITED PROPERTIES

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

NORTH
0 15 30
1 INCH = 30 FEET

C4.1

TREE PRESERVATION & REPLACEMENT SUMMARY:

○ SIGNIFICANT TREE
Total: 1154 inches
Removed: 778 inches

Total Significant Trees: 1154 inches x 35% = 404 inches allowed for removal
Replacement: 778 total inches removed - 404 inches = 374 inches over
374 x 0.5 inches = **187 inches required**

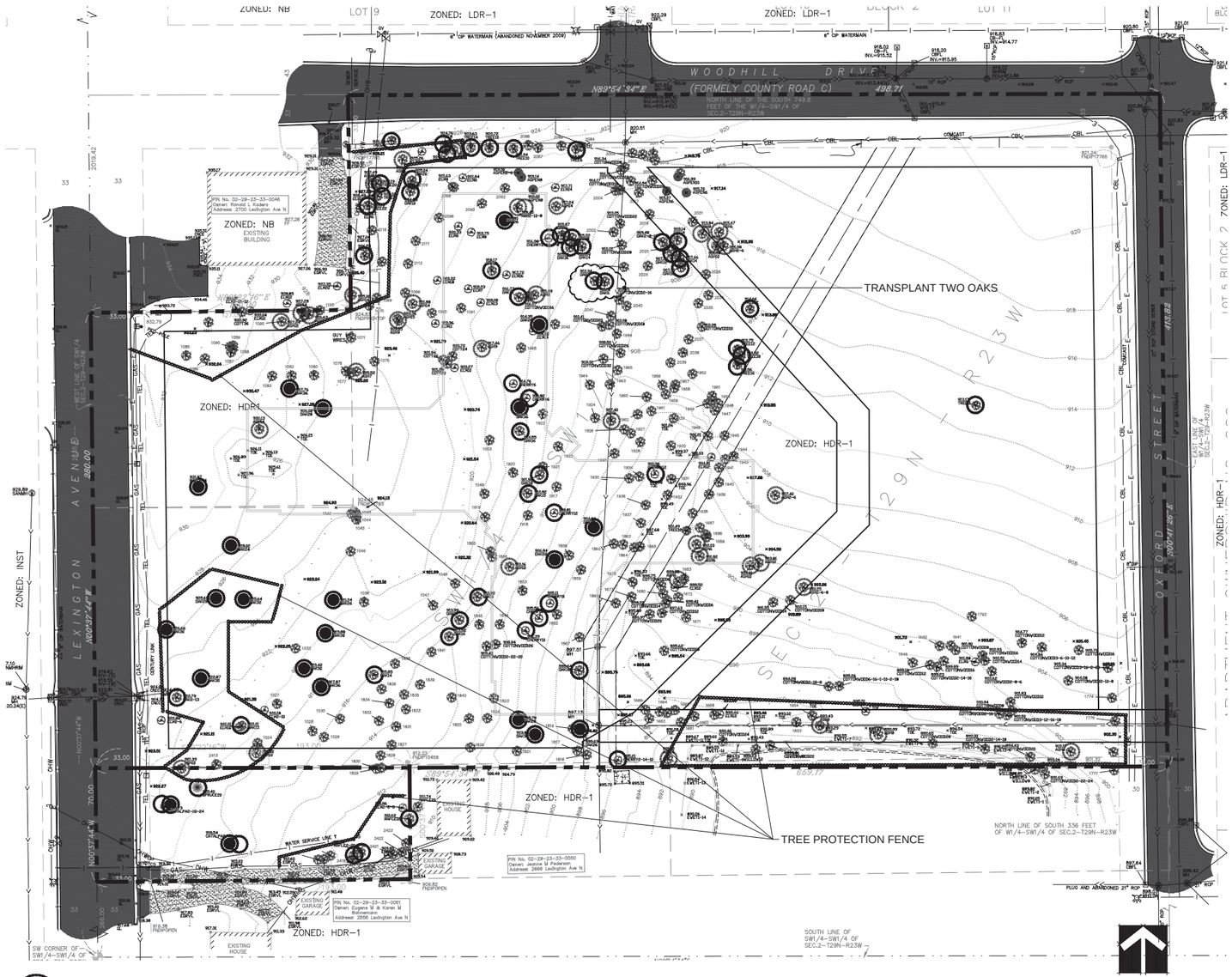
● HERITAGE TREE
Total: 676 inches
Removed: 556 inches

Total: 676 inches x 15% = 101 inches allowed for removal
Replacement: 556 inches removed - 101 inches allowed = 455 inches over
455 inches x 2 inches required for replacement = **910 inches required for replacement**

GRAND TOTAL: 1097 INCHES REQUIRED

LEGEND:

H- TREE = HERITAGE TREE
H-TREE = HERITAGE TREE REMOVED
TREE = SIGNIFICANT TREE REMOVED
E-TREE = EXEMPT TREE REMOVAL



1 L1.0 **SIGNIFICANT TREE INVENTORY AND PRESERVATION PLAN**
Scale: 1" = 40'-0"

LEGEND
10" = TREE SIZE
-2 = NUMBER OF TREES

TREE INVENTORY LIST

TREE NO.	TREE TYPE AND SIZE
1019	ELM2-6
1020	OAK2-13
H-1021	OAK30
1022	OAK15
1023	ELM10
1024	BOXELDER15
1025	ASH10
1026	ELM2-10
1027	BOXELDER7
1028	BOXELDER8
1029	BOXELDER8
1030	BOXELDER8
H-1031	OAK36
H-1032	OAK30
1033	BOXELDER9
H-1034	OAK30
H-1035	OAK26
1036	BOXELDER8
H-1037	OAK32
H-1038	OAK28
H-1039	OAK30
H-1040	OAK24
H-1041	MAPLE44
1042	BOXELDER12
1043	BOXELDER12
1044	BOXELDER24
1045	BOXELDER7
1046	BOXELDER10
1047	BOXELDER9
1048	BOXELDER10
1049	BOXELDER14
1050	OAK15
1051	OAK18
1052	OAK16
1053	BOXELDER9
H-1054	OAK36
1055	COTT20
1056	COTT26
1057	COTT24
1058	ELM10
1059	ELM11
1060	BOX8
1061	BOX6
1062	ELM7
1063	ELM13
1064	ASH9
1065	ELM18
1066	BOX9
1067	ASH15
1068	ASH9
1069	BOX7
1070	BOX8
1071	BOX9
1075	BOX11
1076	ASH7
1077	BOX12
1078	BOX6
H-1079	OAK28
1080	BOX12
H-1081	OAK36
1082	BOX2-7
1083	BOX7
1084	ASH14
1085	BOX10
1086	BOX8
1087	BOX2-8
1088	BOX12
1089	BOX8
1090	BOX12
1091	ELM12
1092	COTT36
1093	ELM2-10-12
1094	BOX2-10-14
1095	BOX2-7-9
1096	ELM12
1097	ASH14
1098	ASH12
1099	ASH7
1100	BOX12
1616	TREE11
1640	COTTONWOOD8
1641	BOXELDER6
1642	BOXELDER6
1643	COTTONWOOD16
1644	COTTONWOOD2-14-16
1645	COTTONWOOD12
1646	BOXELDER2-8-10
1647	ELM14
1648	ASH8
1649	COTTONWOOD28
1650	COTTONWOOD6-16-1-10-2-18
1651	COTTONWOOD2-18-8
1652	ASH8
1653	BOXELDER6
1654	BOXELDER6
1655	COTTONWOOD22
1656	WILLOW12
1657	COTTONWOOD24
1658	BOXELDER10
1659	ELM12
1660	BOXELDER6
1661	BOXELDER8
1662	BOXELDER6
1663	BOXELDER14
1664	BOXELDER6
1665	BOXELDER10
1666	BOXELDER6
1670	COTTONWOOD18
1671	BOXELDER2-6-8
1672	BOXELDER8
1673	COTTONWOOD6
1674	COTTONWOOD14
1675	COTTONWOOD12
1676	COTTONWOOD20
1677	BOXELDER10
1678	BOXELDER10
1679	COTTONWOOD6
1680	BOXELDER8
1681	ELM10
1682	ASH6
1683	BOXELDER6
1684	ASH6
1685	ASH6
1686	TREE12
1687	BOXELDER8
1688	BOXELDER6
1689	BOXELDER8
1690	ASH10
1691	ASH10
1692	COTTONWOOD14
1693	COTTONWOOD18
E-1694	ASH2-8-8
1695	ASH2-6
1726	ASH14
1769	COTTONWOOD12
1770	COTTONWOOD3-6-10-12
1771	COTTONWOOD16
1772	COTTONWOOD3-16-2-20
1773	COTTONWOOD2-10-8
1774	BOXELDER6
1775	BOXELDER10
1776	BOXELDER6
1777	BOXELDER6
1778	ASH8
1779	COTTONWOOD16
1780	COTTONWOOD2-22-24
1781	WILLOW8
1782	COTTONWOOD20
1783	WILLOW8
1784	COTTONWOOD2-14-18
1785	ELM10
1786	COTTONWOOD3-12-16-18
1787	COTTONWOOD8
1788	COTTONWOOD12
1789	COTTONWOOD2-8-6
1790	COTTONWOOD14
1791	COTTONWOOD16
1792	ELM6
1793	BOXELDER6
1811	CHERRY2-14-10
1816	BOXELDER10
1817	BOXELDER18
H-1818	OAK26
1819	BOXELDER8
H-1820	OAK36
1821	BOXELDER6
H-1822	OAK28
1823	BOXELDER12
1824	BOXELDER16
1825	BOXELDER2-12-6
1826	BOXELDER2-16-1-8
1827	BOXELDER8
1828	BOXELDER6
1829	BOXELDER12
1830	BOXELDER10
1831	BOXELDER12
1832	BOXELDER10
1833	BOXELDER10
1834	BOXELDER10
1835	BOXELDER14
1836	BOXELDER6
1837	OAK14
1838	BOXELDER6
1839	BOXELDER8
1840	BOXELDER10
1841	BOXELDER12
1842	OAK16
1843	OAK14
1844	OAK10
1845	BOXELDER6
1846	BOXELDER6
1847	COTTONWOOD26
1848	COTTONWOOD2-22-20
1849	CHERRY10
1850	CHERRY6
1851	CHERRY8
1852	BOXELDER12
1853	BOXELDER2-10-8
1854	ASH10
1855	BOXELDER8
1856	BOXELDER8
H-1857	OAK28
1858	BOXELDER6
1859	BOXELDER10
H-1861	OAK32
1862	BOXELDER6
1863	BOXELDER2-12-8
1864	BOXELDER8
1865	BOXELDER12
1866	BOXELDER12
1867	BOXELDER2-14
1868	OAK18
1916	CHERRY12
1917	BOXELDER8
1918	BOXELDER6
1919	BOXELDER8
1920	BOXELDER6
1921	BOXELDER6
1922	BOXELDER6
1923	BOXELDER8
1924	BOXELDER8
1925	ASH8
1926	BOXELDER2-8-10
1927	BOXELDER10
1928	BOXELDER10
1929	BOXELDER10
1930	BOXELDER2-12-10
1931	BOXELDER6
1932	BOXELDER10
1933	CHERRY12
1934	BOXELDER6
1935	BOXELDER2-10-6
1936	BOXELDER2-12-6
1937	BOXELDER6
1938	BOXELDER6
1939	BOXELDER8
1940	BOXELDER2-8-10
1941	BOXELDER8
1942	ELM12
1943	BOXELDER2-12-8
1944	BOXELDER6
1945	BOXELDER8
1946	BOXELDER8
1947	BOXELDER2-10-6
1948	BOXELDER2-10-8
1949	BOXELDER8
1950	BOXELDER10
1951	BOXELDER8
1952	BOXELDER8
1953	TREE12
1954	TREE18
1955	TREE16
1956	BOXELDER6
1957	BOXELDER8
1958	BOXELDER8
1959	BOXELDER8
1960	BOXELDER6
1961	BOXELDER8
1962	BOXELDER6
1963	BOXELDER8
1964	BOXELDER14
1965	BOXELDER6
1966	CHERRY6
1967	CHERRY6
1968	BOXELDER6
1990	BOXELDER10
1992	COTTONWOOD32
1993	COTTONWOOD26
1994	BOXELDER10
1995	COTTONWOOD18
1996	COTTONWOOD20
1997	COTTONWOOD2-16
1998	OAK6
1999	OAK6
2000	BOXELDER6
2001	COTTONWOOD28
2002	BOXELDER6
2003	COTTONWOOD22
2004	BOXELDER2-6-8
2005	COTTONWOOD18
2006	COTTONWOOD18
2007	COTTONWOOD26
2008	COTTONWOOD8
2009	BOXELDER6
2010	BOXELDER10
2011	BOXELDER12
2012	BOXELDER8
2013	BOXELDER8
2014	ASPEN10
2015	ASPEN6
2016	BOXELDER6
2017	BOXELDER6
2018	BOXELDER8
2019	OAK2-8-18
2020	BOXELDER14
E-2021	OAK14
2022	OAK12
2023	OAK14
2024	OAK16
2025	BOXELDER6
2026	BOXELDER2-8-10
E-2027	ASH10
2028	ASH2-6
2029	ASH6
E-2030	ASH8
2031	BOXELDER2-6
2032	ASPEN6
E-2033	TREE10
2034	BOXELDER8
2035	BOXELDER6
2036	COTTONWOOD10
2037	BOXELDER6
2038	BOXELDER6
2039	BOXELDER6
2040	BOXELDER6
2041	BOXELDER6
2042	BOXELDER10
H-2043	OAK26
2044	ELM14
2045	ASH8
2046	COTTONWOOD16
2047	OAK16
2048	ELM16
2049	OAK20
H-2050	OAK26
2051	ASH2-10-8
2052	ASPEN8
2053	ELM14
2054	ASH14
2055	CHERRY2-12-1-8
2056	OAK6
2057	OAK18
2058	OAK16
2059	OAK14
2084	BOXELDER14
E-2085	TREE8
2086	BOXELDER8
2087	BOXELDER2-8-6
2088	BOXELDER8
E-2089	TREE10
2090	ASPEN2-6
2091	ASPEN8
2092	BOXELDER8
2093	BOXELDER2-8-6
2094	ELM8
2095	ELM8
2096	BOXELDER10
2097	ELM8
2098	BOXELDER12
2099	ELM8
E-2100	TREE10
E-2101	TREE14
2102	ASH6
2103	TREE12
2104	TREE8
2105	ELM2-12-8
2106	ASH6
E-2107	TREE6
2108	OAK20
2109	BOXELDER6
2110	OAK10
2111	BOXELDER12
2112	BOXELDER10
2113	BOXELDER8
2114	ASH14
2115	ASH14
2116	ELM20
2117	TREE18
2118	BOXELDER6
2119	ELM6
2120	TREE22
2121	TREE12
2122	ELM12
2123	ASH8
2124	TREE20
H-2410	CATALPA2-20-26
2411	SPRUCE20
2412	ASH10
2413	BOXELDER14
H-2414	CATALPA2-18-6
2415	BOXELDER10
2416	BOXELDER12
2417	BOXELDER12
2418	BOXELDER12
2419	MAPLE2-20-1-16
2420	ELM6
2421	BOXELDER12
2422	BOXELDER16
2423	BOXELDER14
2424	MAPLE12
2425	ELM2-6-8
2426	MAPLE20

Candace Amberg, PLA
Feb. 12, 2015
40646
DATE LIC. NO.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

REVISION NO	DATE	EXPLANATION

SCALE: AS NOTED
DESIGN BY: ---
PLAN BY: ---
PROJECT NO: ---
CHECKED BY: ---
DATE
RECORD COPY BY:

LEXINGTON AVE APPLEWOOD POINTE
United Properties

Tree Preservation Plan

WSB & Associates, Inc.
701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
Tel. (763) 541-4800 • Fax. (763) 541-1700
wsbeng.com

engineering • planning • environmental • construction

SHEET
L1.0

Date: Jul 17, 2015 **Drawing File:** k:\02126-070\cad\proposed\02126-070 tree preservation_07-17-15.dwg, **Page Setup:** ----, **Sheet Layout:** L2.0
XREFS: Xref: survey; Xref: TITLE BLOCK

PRELIMINARY PLAT

~of~ CHERRYWOOD POINTE AT LEXINGTON
~for~ CHERRYWOOD POINTE OF
ROSEVILLE AT LEXINGTON LLC

PROPERTY DESCRIPITON

(Description per Stewart Title Guaranty Company, Commitment No. 01040-5066.)

Parcel 2: (Per Title Commitment)
Beginning at a point 496 feet North from the Southwest corner of the Southwest Quarter of Section 2, Township 29, Range 23, thence North 120 feet, thence East 160 feet, thence South 120 feet, thence West to the point of beginning, Ramsey County, Minnesota.

Parcel 3: (Per Title Commitment)
That part of the West 1/4 of the Southwest 1/4, Section 2, Township 29, Range 23, Ramsey County, Minnesota, lying South of the centerline of County Road C (now called Woodhill Drive); except the South 336 feet thereof; and except the North 253.8 feet of the South 749.8 feet of the West 160 feet thereof.

NOTE:
A gap exists between Parcels as shown. This has been reviewed by the client's title company, and a revised legal description is provided on the proposed final plat that would remove the gap.

DEVELOPMENT DATA

TOTAL SITE AREA = 251,377 S.F. (5.77± ACRES)
TOTAL NUMBER OF LOTS = 1
LOT 1 BLOCK 1 = 214,250 S.F. (4.92± ACRES)

GENERAL NOTES

1. Fee ownership is vested in Roger Joseph Reiling for Parcels 2 and 3.
   Parcel ID Numbers: Parcel 2 = 02-29-23-33-0047
   Parcel 3 = 02-29-23-33-0048
2. Address of the surveyed premises: Parcel 2 = 2688 Lexington Avenue North, Roseville, Minnesota.
   Parcel 3 = 0 Oxford Street North, Roseville, Minnesota.
3. Bearings shown hereon are based on Ramsey County Coordinate System.
4. Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance flood plain.), according to Flood Insurance Rate Map Community Panel No. 27123C0020G by the Federal Emergency Management Agency, effective date June, 04, 2010.
5. Boundary area of the surveyed premises: 251,377± sq. ft. (5.77 acres) including right-of-way
   214,250± sq. ft. (4.92 acres) excluding right-of-way.
6. A search of the City of Roseville's website indicates that the surveyed premises shown on this survey is currently zoned HDR-1 – (High Density Residential-1 District). A zoning endorsement letter has not been provided for this survey. Under the applicable zoning regulations, the current lot standards and setbacks are:

	Attached	Multifamily
Maximum density	24 Units/net acre	
Minimum density	12 Units/net acres	
Maximum building height	35 Feet	65 feet
Maximum improvement area	75%	75%
Minimum front yard building setback:		
Street	30 Feet	30 Feet
Interior courtyard	10 Feet	10 Feet
Minimum side yard building setback:		
Interior	8 Feet (end unit)	20 Feet, when adjacent to ldr-1 or ldr-2
		10 Feet, all other uses
Corner	15 Feet	20 Feet
Minimum rear yard building setback	30 Feet	30 Feet

   For additional information contact the Planning and Zoning Department at the City of Roseville at (651) 792-7000.
7. There are no marked or striped parking areas onsite. (0 regular, 0 handicapped)
8. The surveyed premises has access to Lexington Avenue, Woodhill Drive and Oxford Street, all public streets.
9. Utilities shown hereon are observed. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation. United Locating Services (612-270-7632) was used for utility locates. The Gopher State Ticket number obtained by United Locating services for this survey locate request is 141323722. Utility Companies contacted by One Call are as follows: AT&T LOCAL SVCS/TRANSMISSI (903) 753-3145; BP PIPELINE (800) 548-6482; CITY OF ROSEVILLE (651) 792-7004; COMCAST – COMCST01 (612) 522-8141; MCI (800) 289-3427; MN COMMERCIAL RAILWAY (651) 295-8609; RAMSEY COUNTY PUBLIC WORKS (651) 266-7100; XCEL ENERGY (651) 229-2427; TTM OPERATING CORP (866) 753-8309; CENTURYLINK (800) 283-4237 and ZAYO GROUP No number provided.
10. Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.
11. The field survey of this site was completed on May 23rd, 2014. Delineated wetlands were located on June 10th, 2014.
12. Stewart Title Guaranty Company, Commitment No. 01040-5066, Schedule B-II Survey Related Exceptions regarding Parcels 2 and 3 only:
    10.) Lexington Avenue and Woodhill Drive as laid out and traveled. [Surveyor's Note: Lexington Avenue and Woodhill Drive as laid out and traveled are shown. The widths shown are per the Ramsey County Half Sections Maps and therefore it is not warranted or guaranteed for accuracy. No documentation was provided to determine the legal width of said right-of-way.]
    11.) Terms and conditions of Easement dated 11/12/1962, filed 11/21/1962, as Document No. 1577421. [Surveyor's Note: Easement per Document No. 1577421 is shown in approximate location only. The easement does not provide a basis of bearings to accurately depict the location. The easement also does not cover the entire sanitary sewer line as shown.]
    12.) Terms and conditions of Easement dated 12/7/1962, filed 12/31/1962, as Document No. 1580419. [Surveyor's Note: Easement per Document No. 1580419 does not lie within Parcels 2 and 3.]
    13.) Terms and conditions of Easement dated 5/8/1968, filed 6/19/1968, as Document No. 1726546. [Surveyor's Note: Easements per Document No. 1726546 are shown.]
    14.) Terms and conditions of Easement dated 11/14/1972, filed 12/18/1972 as Document No. 1844504. [Surveyor's Note: Easement per Document No. 1844504 does not lie within Parcels 2 and 3.]
    15.) Terms and conditions of Easement dated 12/1/1972, filed 12/26/1972, as Document No. 1845114. [Surveyor's Note: Easements per Document No. 1845114 are shown.]
    16.) Right of the public, State of Minnesota and adjoing land owners to the body of water on the property and consequences of the change in location or expansion of the body of water due to rising and falling levels. [Surveyor's Note: The body of water is shown.]
13. There is a description gap between Parcels 2 and 3 as shown.
14. Curb shots are taken at the top and back of curb.
15. Proposed Site Plan information provided by JSSH Architects, ponding provided by Plowe Engineering.

VICINITY MAP

PART OF SEC. 02, TWP. 29, RNG. 23

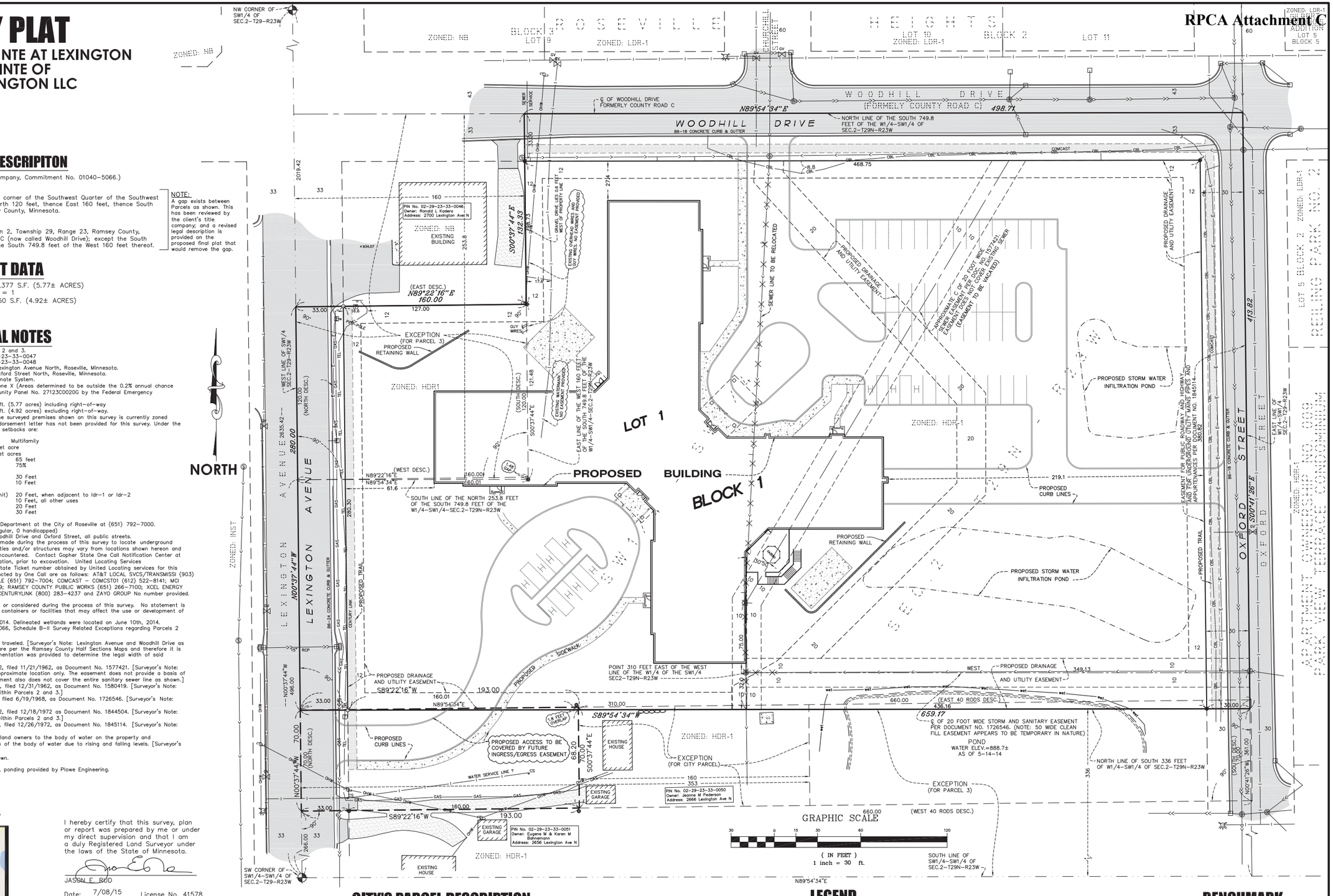
RAMSEY COUNTY, MINNESOTA
(NO SCALE)

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

JASON E. RUD

Date: 7/08/15 License No. 41578

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
www.egrud.com
Tel. (651) 361-8200 Fax (651) 361-8701



CITY'S PARCEL DESCRIPTION

All the West 353 feet of the following described premises located in Section 2, Township 29, Range 23; Beginning 266 feet North of the Southwest corner of the Southwest Quarter of the Southwest Quarter, Section 2, Township 29, Range 23; thence North 70 feet; thence East 40 rods; thence South 70 feet; thence West 40 rods to the point of beginning. Except the East 160 feet thereof.

CITY'S PARCEL NOTES

– Description for City's Parcel is per Warranty Deed Document No. 3070327.
– No title work was furnished for City's Parcel. Therefore, there may or may not exist easements or other encumbrances that are not shown on this survey.
– There is a description overlap between the City's Parcel and Parcel 3 as shown.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES STORM SEWER MANHOLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES GAS METER
- DENOTES POWER POLE
- DENOTES SIGN
- DENOTES TELEPHONE PEDESTAL
- DENOTES CABLE PEDESTAL
- DENOTES ELECTRICAL BOX
- DENOTES FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES OVERHEAD WIRE
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES UNDERGROUND GAS LINE
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)
- DENOTES WETLANDS AS DELINEATED BY KJOLHAUG ENVIRONMENTAL SERVICE COMPANY IN JUNE 2014.

BENCHMARK

BENCHMARK: RAMSEY COUNTY BM #9080 ALUMINUM MONUMENT
ELEV.=904.156 NAVD 1988

DRAWN BY: JEN	JOB NO: 14233PP	DATE: 07/08/15
CHECK BY: JER	SCANNED ☐	

NO.	DATE	DESCRIPTION
1		
2		
3		

14233PP

c. PLANNING FILE No. 15-015
Request by United Properties for approval of a PRELIMINARY PLAT of land in the southeast corner of Lexington Avenue and Woodhill Drive

Chair Boguszewski opened the public hearing for Planning File 15-015 at 7:08 p.m.

Member Murphy advised Chair Boguszewski that he would be recusing himself from this discussion in lieu of any potential conflict of interest, as he was a member of the Board of Directors for a Cooperative that was still doing business with United Properties. Member Murphy left the bench at 7:09 p.m., and observed from the audience through completion of the case.

In his review of the staff report and attachments, Senior Planner Bryan Lloyd noted the Preliminary Plat included was inaccurate as it had omitted in its entirety the city-owned parcel on the southern most edge, and with the updated August 3, 2015 as displayed at this time, was shown as Lot 2. Furthermore, Mr. Lloyd noted the original 33' easement dedication and information provided in the meeting agenda packet, had been reviewed and corrected that the actual distance required is 49.5', as also shown on the updated plat as displayed. Mr. Lloyd briefly revised that city-owned parcel and the applicant's plat not conveying ownership rights to the applicant (United Properties) with negotiations ongoing as to whether the applicant will be able to access property from another access point or by crossing the city-owned easement; or if the parcel would be transferred in part or whole to the applicant. Mr. Lloyd clarified that Preliminary Plat approval does not affect property ownership, with ultimate approval of those negotiations by the City Council at a later date. As part of the Preliminary Plat approval, Mr. Lloyd further noted that High Density Residential (HDR) zoning designation for this property did not address lot sizes or shape diameters as part of the Subdivision Code and would be reviewed as a separate process; with only property boundaries addressed as part of the Preliminary Plat approval as shown on the displayed plat, and ultimate right-of-way dedication corrected as dictated by Ramsey County during their review of this parcel adjacent to Lexington Avenue, a county roadway.

Mr. Lloyd reviewed the existing storm sewer easement and infrastructure on the property, and subsequent proposed vacation and dedication of a new easement and storm sewer line as part of the new plat. Mr. Lloyd noted that the Public Works/Engineering Department indicated it was proper to hold off on the vacation element until negotiation and completion of a Public Improvement Contract ultimately approved by the City Council to address any easements if and when needed.

As indicated in the staff report, Mr. Lloyd noted the preliminary tree preservation plan, and advised that the City's consulting arborist was in the audience to address any questions with the preliminary calculations based on required tree plantings on the site, which he noted would change some with the extension of the right-of-way by an additional 16.5'. Mr. Lloyd noted that, under the current tree preservation ordinance, the obligation for replanting was quite extensive and would be a challenge on this parcel. Mr. Lloyd note this further served to indicate the need for revised language as coming before the Planning Commission and City Council for discussion in the near future in considering replanting on site, funding the cost of tree planting elsewhere in the city versus on site and at another location if impractical on a given site; and other potential considerations moving forward. In this instance and under current City Code for tree preservation, Mr. Lloyd advised that the applicant may need to apply for a variance when the final tree calculations are determined.

Mr. Lloyd advised that staff would be recommending an additional or revised condition for approval as part of their recommendation, since at the time of the staff report; there had been no recommendation from the City related to a park dedication.

In context, Community Development Director Paul Bilotta noted that this application was for an easy subdivision. However, Mr. Bilotta noted that this project developer was also the controlling developer for the former Owasso School site, location of the Owasso ballfields; and noted that active negotiations were still in play at this time, and therefore remained confidential, but clarified that some of those elements were in play with this

project on adjacent land as well. Mr. Bilotta advised that Lot 2 was part of that discussion for possible inclusion as part of this project, but whether or not it occurred remained in the negotiation process. Either way, Mr. Bilotta noted that the City ended up with a platted parcel and in bringing it forward separately was part of the desire not to hold up this project allowing it to get in the ground this fall. Mr. Bilotta noted that the remaining project, the former Owasso School site had many complexities; and the latest draft of a Purchase Agreement separated out the park dedication issue. Therefore, Mr. Bilotta asked that the Commission add an additional condition that the developer agrees to pay park dedication fees in the amount of $3,500 per unit, the standard rate, as separated from the agreement and in negotiations, and therefore was not following the normal process of the Parks & Recreation Commission making a recommendation.

At the request of Chair Boguszewski, Mr. Bilotta advised that, at this time, the developer estimated a total of 116 units; and confirmed that the $3,500 park dedication fee was a standard per unit cost.

In conclusion, staff recommended approval of the revised Preliminary Plat dated August 3, 2015 including Lot 2; based on the conditions outlined in the staff report, in addition to the additional condition as detailed by Mr. Bilotta. Mr. Lloyd suggested that, given the uncertainty with the quantity of trees or another means to accommodate their replacement, Condition C be revised to address tree preservation/replacement as an obligation of subsequent Final Plat approval by the City Council.

Chair Boguszewski clarified that, if Condition C remained as currently written in the staff report, and subsequently it was found that getting 365 trees on the site after construction, the applicant could then choose to come forward with a Variance request; to which Mr. Lloyd responded affirmatively, similar to that process used by Pizza Lucé as an example.

Given the sensitivity of and interest by the community in tree preservation, and personally as a Planning Commissioner, Chair Boguszewski asked that staff make sure that it is clearly understood by the applicant that any future Variance is not a given, but any actual application to the Variance Board would be thoughtfully considered, and if the Preliminary Plat was approved tonight it should in no way indicate to the applicant or give them any signal that a future Variance application would be granted.

At the request of Member Daire, Mr. Lloyd clarified the location of the replacement storm water easement.

At the request of Member Cunningham, Mr. Lloyd clarified that the identity of the city-owned parcel, identified as Lot 2, was addressed as 2668 Lexington Avenue N. Also, Mr. Lloyd confirmed for Member Cunningham that because this subdivision was for less than four lots, it did not meet the threshold requiring that the developer hold an open house; with the proposal involving three lots, but creating two lots under the revised Preliminary Plat.

At the request of Member Gitzen, Mr. Bilotta confirmed that current negotiations would determine ultimate ownership of Lot 2; originally a single-family lot, but currently designated multi-family zoning. As part of those negotiations, Mr. Bilotta confirmed for Member Gitzen that easements and access points would be addressed; and any further title and boundary issues would be resolved prior to the Final Plat approval and included in documents and maps filed and recorded with Ramsey County.

As noted by Member Gitzen, Mr. Lloyd clarified that his intent was not to indicate any additional dedication required on the north end on Woodhill Drive, but simply to recognize that street with rights-of-way for verification through the process.

Member Bull asked for staff to address the characteristics for the driveway on Lot 2, and whether there would be additional hard cover to extend the driveway.

Mr. Bilotta advised that, while this is a city lot, as part of the broader look with any and all property acquisition, it was intended as the entry point to serve this area, along with any necessary easements for surrounding properties as part of the larger development for adjacent parcels (e.g. Old Owasso School site). Mr. Bilotta noted that the City would prefer that location as the access point versus the currently controlled access point,

based on Lexington Avenue being a county road and grade issues, as well as its location directly across the road from the Fire Station. Mr. Bilotta advised that that preference was to pull access points as far away from that intersection as possible without sliding them further into and creating issues at County Road C and Lexington Avenue to the south. When developed, Mr. Bilotta noted the result would achieve better traffic safety and one versus multiple access points on Lexington Avenue.

If the ownership of Lot 2 is not transferred, Member Stellmach asked if it would be possible for that access point to be moved further north or if there were additional restrictions.

Mr. Bilotta responded that if Lot 2 was ultimately not part of the project, reminding the Commission that it was not approving any Preliminary Site Plan for that portion of the project (Old Owasso School site) at this time, the applicant would need to propose an alternative for City and Ramsey Council approval, whether further north or requiring a redesign of the project with no access off Lexington Avenue.

At the request of Member Stellmach, Mr. Bilotta noted that no traffic studies had been required, since this was proposed as an assisted living use, and therefore any significant increase in vehicles per day would be minimal. From his best recollection, and without benefit of data at hand, Mr. Bilotta estimated current traffic volumes for Oxford Street, Woodhill Drive and Lexington Avenue.

At the request of Member Daire, Mr. Lloyd confirmed that the proposed facility was 2-3 levels, with the lower level of the facility being 10-12’ below the driveway coming off Lexington Avenue, and with two entry points, one at the top level and one lower. However, Mr. Lloyd advised that, at this Preliminary Plat approval point, staff had yet to review any building plan specifics beyond that proposed to ensure grading was sufficiently addressed, including elevations and floor plans to see how levels related to one another.

Based on the traffic expectations addressed by staff in their report, Chair Boguszewski asked if staff was comfortable that current development plans would address current and future traffic on Lexington Avenue with only minor adjustments. Given the back-up already evident on Lexington Avenue, Chair Boguszewski opined that it was important to address and make sense of any additional traffic generated by this project. While recognizing the validity of staff’s comments that as an assisted living/memory care facility, traffic would be negligible from residents living on site, Chair Boguszewski noted that there would be traffic generated from staff and visitors and vendors accessing the site. Therefore, Chair Boguszewski noted such a development application would typically include a traffic study, while staff was indicating they found it not to be a challenge in this case; and suggested – if possible – the Commission may prefer to make it a condition of approval serving to satisfy the Commission and community that an additional level of vetting had been pursued.

Mr. Bilotta had since obtained current traffic number data from his office; and advised that, whether or not a traffic study was deemed appropriate, the Commission could add it as a condition for approval. While an assisted living facility would generate less traffic, since it is a large facility located on a county roadway, Mr. Bilotta advised that as part of their approval, Ramsey County may require a traffic study as well. Therefore, Mr. Bilotta stated that he saw no problem adding that as a condition for approval of the Preliminary Plat. At the request of Chair Boguszewski, Mr. Bilotta confirmed that a traffic study would indicate the level of intensity at which the developer could build.

Member Cunningham asked if there was a reason why access had to be on Lexington Avenue as opposed to Oxford Street, opining that an access point there seemed of less impact to her.

Mr. Paschke reviewed the location of the propose main access, as well as drop-off and pick-up points for workers and/or guests of Oxford Street and Woodhill Drive, considered as the back parking lot due to grade and what seemed to work out most appropriately.

From his personal perspective, Chair Boguszewski addressed internal traffic circulation for this HDR designated property and steps to adequately address and not degrade the quality of life for those single-family residential properties in the area. Chair Boguszewski recognized that the project itself would need to meet design standards of current City Code, with the proposed front facing Lexington Avenue in accordance with that Code, thereby identifying access off Lexington Avenue versus off the back of the building site. However, if the applicant and City ultimately determine that a better way could be found to address traffic concerns, even against City Code, Chair Boguszewski clarified that this was something that would and could come before the Commission for a Variance to adjust that issue.

At the request of Member Daire, Mr. Bilotta further reviewed traffic volume calculations in this area, currently and with the addition of 116 units for assistant living housing; and compared this development with that of the Lexington Apartment complex immediately to the north with approximately 258 general occupancy units (e.g. multiple vehicles per unit). While not in any way attempting to defend or make insignificant concerns and potential issues with traffic, Mr. Bilotta did note that any time a vacant lot developed with a large building, it was intimidating and created some fear.

At the request of Member Cunningham, Mr. Lloyd reviewed the process for Preliminary Plat approval: with the public hearing before the Planning Commission, followed by City Council action on the Preliminary Plat based on the Commission's recommendation; if approved, the applicant proceeds to the Final Plat (intended to be the finalized version of the Preliminary Plat) that would return to the City Council for their final review and action for approval or denial; and eventual recording of the Final Plat with Ramsey County for perpetuity.

At the request of Member Stellmach, Mr. Lloyd confirmed that the property was currently zoned HDR; and since the actual development plan had yet to be reviewed or approved, the number of units and size of the area with or without Lot 2 was not yet done.

At the request of Chair Boguszewski, Mr. Bilotta was charged with drafting appropriate language for an additional condition requiring a traffic study as part of the Commission's recommendation to the City Council.

Applicant/Developer Representative, Mark Nelson, United Properties
Mr. Nelson addressed questions raised by commissioners from the developer's perspective. Specific to Lot 2, Mr. Nelson suggested this not be a major concern at this time, as the developer negotiated on a broader front and based on the long-term vision for the access to Lexington Avenue for this parcel and location of the bike shop on the corner and potential access further to the south. In that overall context, as noted on the displayed preliminary plat and general site plan, Mr. Nelson advised that during discussions with Ramsey County Engineers, it had become apparent that access on Lot 2 was their preferred location as alluded to by Mr. Bilotta; and equidistant between the two lots and as shown on these preliminary drawings. Technically, Mr. Nelson noted that the plan works without that access and could work on Lot 1; but it was the intent of the developer to accommodate the broader vision.

In focusing on just this development and not the overall plan for this block, Mr. Nelson noted and displayed the current tree preservation plan, noting that some on Lexington Avenue and others on Woodhill Drive were not included for saving due to their species and whether considered significant under current city code language. Since this was moving into more detailed information than necessary or currently available at this time under a preliminary plat approval, Mr. Nelson advised that the developer was happy to reasonably accommodate city code as it relates to tree preservation.

As to why the site plan was laid out as shown, Mr. Nelson advised that they ran into fill on the eastern portion of the site, directly in half on Woodhill Drive – apparently consisting of road debris which they had attempted to address through the site plan, as it would prove a herculean effort to completely remove it from those parcels. As previously mentioned by Mr. Paschke, Mr. Nelson noted that current city code design standards call for the front door of the development on Lexington Avenue, so the intent was to not make that

too far away, while still allowing for some parking off Lexington Avenue and an aesthetically pleasing streetscape.

Regarding grading of the site and levels for entries, Mr. Nelson clarified those levels, each accessed differently; and reviewed locations for employee, visitor and other parking and signage to direct that internal traffic flow for the best functioning of the site.

Regarding concerns about an overlap to the east, Mr. Nelson stated he did not feel there was an overlap, even though the updated survey called out Lot 2, with that city-owned parcel overlapping on the development; and advised that a similar situation occurred between their internal lots with a current small single-family home on the lot. Mr. Nelson advised that the original plat was very old and inaccurate legal descriptions had occurred with titles over time, but in reality there was no additional overlap on the east to his knowledge.

Specific to density, Mr. Nelson noted that this property was currently zoned high-density residential (HDR), and given the size of the parcel could accommodate about 118-120 units; with their development anticipating 115 units of assisted living/memory care; and providing for one guest suite for family, making a total of 116 total units in the proposed four-story building; with all parking at the first level.

Mr. Nelson advised that even though HDR was the designated zoning for this type of density, with no access system surrounding the development according to current code requirements, the developer was willing to conduct a traffic study to address any concerns of the neighbors or city.

In conclusion, Mr. Nelson stated that United Properties was a local developer, having worked in and around Roseville for a number of years, previously known for commercial developments, and then moving onto senior residential housing options, developing the first cooperative housing option in Roseville opened in 2004 at the former Ralph Reeder School site. Mr. Nelson noted this had served as a flagship development for their firm, and provided pictures of phases of the Langton Lake development and redevelopment of that area they'd achieved even during the recent recession, as well as additional housing options they'd constructed since then and over the last twelve years, and meeting a large need for various senior housing options and services in today's marketplace. Mr. Nelson provided examples from other metropolitan communities as well and samples of their architectural variability.

Chair Boguszewski noted that this proposed development was well within the scale and mass of current city code that was a potential expectation of this type of site.

Mr. Nelson expressed United Properties' interest in further development as negotiations continue for the adjacent properties (former Owasso School site); offering that their intent was to hold a joint open house for both sites and developments at that point. However, since this project was ready to go, Mr. Nelson advised that they had decided to move forward at this time for this part of the project. Mr. Nelson apologized to surrounding neighbors if this created any concern on their part in not giving them an opportunity through an open house to view the proposal and comment on it at that time, even though the size and zoning for this project did not require that such an open house be held.

At the request of Chair Boguszewski, Mr. Nelson advised that an anticipated 35 FTE (full-time equivalent employees) with a total of fifty employees, with shifts probably in the range of 25-30 employees per shift. Mr. Nelson further responded that he would anticipate peak hour traffic during those shift changes to be about 30-35 vehicles based on their other sites of similar size.

At the request of Member Bull, Mr. Nelson clarified the entrances to the site from Lexington Avenue and Woodhill Drive in accessing the first level of the buildings as grading changes on the lot.

Public Comment

Mike Flanagan, 1016 Woodhill
Mr. Flanagan reminded everyone that Woodhill Drive was still a county road, which should be considered in discussions regarding easements.

Also, noting current stormwater pooling during heavy rains on the 1059 and 1051 addressed parcels, Mr. Flanagan asked that developers use caution in moving and relocating stormwater management to take advantage of the lowest point on Woodhill Drive to move water as quickly as possible, which he'd frequently seen ready up to 4' and stall vehicles. Mr. Flanagan also noted the existing stormwater pone at the bottom of County Road C and that connection with Lake Bennett; and asked that drainage from this new development, including oil and fuel from vehicles on site, be addressed to ensure an environmental collection point is available to handle those new materials and filter them before reaching the lake.

While understanding this is a preliminary plat, Mr. Flanagan stated "we love our trees," and noted a recent development (Josephine Heights) immediately north on Lexington Avenue where a majority of the mature trees had been removed to make room for the development, with 400 removed and not many replaced. Mr. Flanagan questioned whether, in reality, 360 trees could be fit back on this parcel after development; and suggested looking at facilitating some of those required replacement trees along Wood hill Drive as boulevard trees, since many of the existing trees along that roadway are mature and starting to die. Mr. Flanagan further noted perhaps the allotted tree replacement could be handled through new trees for residents in that area as well.

While recognizing that United Properties may be able to replace trees on other lots, since this will add additional traffic to the area, Mr. Flanagan asked that it be made as attractive as possible, making it better than it is currently without losing more trees in this existing natural wildlife area and protecting the integrity of that park-like area.

Regarding any park dedication fee, if it was going to be used elsewhere in the community instead of immediately adjacent to this site, Mr. Flanagan asked that it not be too far from the development area to keep the money in the neighborhood.

Mr. Flanagan admitted he and other neighbors were concerned about additional traffic, especially with weekend traffic being heavier, and in light of the potential development at the other end of the block having even more impact; again asking that the traffic-related integrity of the neighborhood also be addressed.

Based on the type of facility and limited resident vehicles for this use, Mr. Flanagan asked why the developer needed a garage and also asked how large that garage would be.

Mr. Nelson
At the request of Chair Boguszewski, Mr. Nelson responded that the garage floor would have approximately fifty parking stalls, and since this facility will offer a continuum of care and services, there may be a few residents that will initially retain their cars, perhaps involving up to half of the units. Mr. Nelson advised that depending on the season, some key staff people may also park their vehicles in the garage. However, Mr. Nelson clarified that the garage space would provide storage for the facility as well as for residents, including other building storage that may be required. Mr. Nelson advised that the garage would not involve the entire building footprint, and with four wings to the building, it would not involve the wing toward Lexington Avenue in an effort to preserve those existing trees.

Regarding stormwater management, Mr. Nelson advised that the development proposed to relocate the sanitary sewer line, not the storm sewer line, since right now, for whatever reason, if followed a straight line south of Woodhill Drive running directly to their property. Mr. Nelson advised that the developer was proposing to relocate that sanitary sewer line to tie it from the south end around the building to the north end of Woodhill Drive.

As far as stormwater management was addressed, Mr. Nelson advised that they would continue to work with the city and watershed district, with the district already having

provided conditional approval for their proposal. Mr. Nelson noted this involved a series of ponds similar to the preliminary plat application materials and staging water collection at various infiltration points before getting into the existing wetland area to the south. Mr. Nelson assured everyone that the developer's intent was to directly address that sedimentation through plant cleaning the stormwater before it arrived at the wetland area.

Ann Berry, 1059 Woodhill Drive
As a resident in this location for fifty-two years and observing the many changes to the area, Ms. Berry noted her enjoyment during those years in viewing the natural area directly south of her property. Ms. Berry expressed appreciation that the access on Woodhill Drive would not be directly across from her property, but asked for further clarification on the access points.

At the request of Chair Boguszewski, Mr. Lloyd clarified access points for the proposed development in relationship for Ms. Berry.

Ms. Berry expressed concern with the current number of school bus stops and children along Woodhill Drive, even though it provided a wonderful neighborhood for aging in place, but asked that the developer and city be aware of and responsive to that safety concern.

Ms. Berry expressed appreciation for the efforts to save trees, and while realizing redevelopment was inevitable, she noted the fill – road debris – on site and past experience with illegal dumping and her many phone calls and staff responses in regulating and enforcing those activities.

While recognizing this development would result in a significant change to the neighborhood, she hoped the developer would provide an attractive site, with well-controlled traffic, and that they remain cognizant of children and their safety in that neighborhood.

Tongue in cheek, Ms. Berry suggested it would be ideal if the facility was built in time for her to simply move across the street when it came time for her to move from her single-family home.

At the request of Chair Boguszewski, Mr. Paschke advised that typically a traffic study would use vehicle counters to study raw traffic data and how traffic was disbursing from the area during morning and evening peak hours. However, Mr. Paschke advised that he was not sure it would specifically address school bus traffic.

Benna Sydow, 2750 N Oxford Street
Mr. Sydow questioned the number of surface area parking spaces in the development.

Mr. Nelson responded that approximately fifty were anticipated, similar to the number offered in the garage area; with 6-8 spaces on the Lexington Avenue side, and the remaining located on the Woodhill Drive/Oxford Street side.

Mr. Sydow expressed his concern with garbage trucks and access to the site; as well as accommodating sidewalks for pedestrians in the area, especially given the number of children in the neighborhood and accessing Central park. Mr. Sydow opined that such an accommodation as part of this development would be greatly appreciated to get pedestrians off the street and improve safety.

Mr. Sydow further opined that this type of project is encouraging for Roseville and the need for senior housing; and expressed his appreciation of the possibility of being able to simply move down the street when the time came to consider other housing options.

Dwight Gange, 2723 Oxford Street
Mr. Gange sought clarification as to the traffic study and whether it looked at foot traffic or just that of vehicles.

Chair Boguszewski responded that generally the traffic study calculated vehicle traffic and differences between current and projected increases.

Mr. Gange asked if this facility included independent and assisted living units, opining that depending on how many were independent units it could also impact not only vehicular traffic but pedestrian traffic in the neighborhood.

Mr. Nelson confirmed that both would be included, and the percentage breakdowns between the two types of units would vary, depending on the need. Mr. Nelson estimated initially independent units may represent about one-third or 40% of the available units based on their other facilities and projected needs in the community and area; but reiterated that this would ebb and flow as residents moved from one type of unit to another. Mr. Nelson suggested about 1/3 of the units not memory care with the remainder of approximately 30 units for memory care, or 35-50% of the remaining 85 units.

With no one else appearing to speak, Chair Boguszewski closed the public hearing at 8:21 p.m.

Commission Discussion

After public comment, Chair Boguszewski opined that he was even more convinced that a traffic study was needed. While the preliminary plat met all code requirements and it was recognized that the plan was not written in stone at this point of the development, Chair Boguszewski stated that there may be other options found and conditions to address site access, parking and other amendments that could still meet requirements of city code and serve the site and neighborhood more effectively.

Mr. Lloyd acknowledged that comment; however, he clarified that a preliminary plat's intent was at its core required to address boundaries and easements; with the proposal for actual development illustrated in the meeting materials only intended as a concept and to help understand engineering work done to-date.

Chair Boguszewski noted conditions for approval of this preliminary plat already outlined in the staff report as defined by staff; and recognized the potential for additional conditions as well.

Member Daire sought clarification on the trigger requiring a developer to hold an open house and how that related to this proposal and preliminary plat.

Mr. Lloyd clarified that, since this development was under the subdivision threshold of four lots, with it currently being four lots creating two in replatting, the developer had not been required to hold an open house.

Member Daire noted that this public hearing may represent the only and first opportunity, given the number of neighbors present in tonight's audience, that the neighborhood had gotten details on the project.

Mr. Lloyd acknowledged that this may be the case; but further noted that the process was typical for a public hearing on a preliminary plat with a development proposal going along with it on the same parallel course. As Mr. Nelson stated earlier in his comments, Mr. Lloyd noted that this was the first opportunity for the neighbors to hear the details, and had offered to hold a non-required informational meeting with neighbors to address this project along with the one proposed further east of this project as well.

In his service on the City's Task Force reviewing and revising zoning notification areas, Member Daire noted that he had become very sensitive to the need to involve neighbors early on in discussions. As a matter of courtesy, Member Daire suggested it may have been prudent for the developer to hold an open house prior to tonight's public hearing.

Mark Nelson

Mr. Nelson reiterated the developer's commitment to holding an open house, but admitted the timing had gotten off track, and their original intent had been to discuss both projects at the same time. However, due to unforeseen issues, Mr. Nelson noted the former Owasso School site project had been running behind. Mr. Nelson expressed appreciation for the good feedback and good ideas heard during tonight's public comment, and the public process in general to facilitate this dialogue. Mr. Nelson stated the developer's commitment to hold an open house as the Owasso School project proceeds, and clarified that it was not nor had it ever been their intent to skirt any open

house discussion with neighbors. Mr. Nelson assured neighbors and the commission that they would follow-up with an open house for both projects in the very near future.

Chair Boguszewski recognized that the developer was operating under current city code and not being required to hold an open house, and reiterated that the developer was not attempting to evade holding an open house.

Mr. Nelson noted that, for a considerable time during the planning process, the developer didn't even think there would be a need to plat the property for this project, other than through the administrative approval process. However, once it became evident that the road right-of-way and 1.5 acre overlap on 50' of Lot 2 needed to be cleaned up on the title, Mr. Nelson advised this initiated this more formal process to clarify those issues.

To further clarify for the benefit of the public, Chair Boguszewski noted that both he and Member Daire served on the Task Force previously referenced by Member Daire; and further noted that the Task Force was supported by Mr. Paschke and Mr. Bilotta of staff; with the general intent to look at the current process and triggers requiring notification of projects with the eye toward improving and probably enlarging the number of property owners and residents included in notices beyond that of today. Chair Boguszewski advised that over the last several years, efforts to improve good civic engagement and address resident issues with an apparent lack of transparency in the past had come forth based on common courtesy, that the current process needed modification. However, since nothing had yet been finalized or any recommendations formally presented to the City Council for formal action, Chair Boguszewski opined that it would be unfair in the middle of those discussions, to require a developer to meet those higher standards before they were adopted.

Chair Boguszewski noted that it was prudent that the Roseville public be aware that the City desired to continue improving the process.

Mr. Paschke noted, in this unique instance, the developer was not required to plat the property and they could have simply subdivided the property without any project. Mr. Paschke clarified that when talking about extending the notification process for projects requiring a formal review and approval process versus the normal administrative process as guided and zoned, it was not the intent to notify for each and every project coming forward unless it met certain triggers or thresholds.

Member Daire noted a recent parking lot resurfacing project occurring near a citizen's home and their questioning of why they were not notified of that occurring. Member Daire noted his surprise with that statement, and reiterated that it had made him sensitive to people needing to know what was going on around them. Member Daire clarified that he did not intend to suggest this developer was attempting in any way to avoid examination of their project.

While recognizing no fault with the developer, and specific to the work of the Task Force, Member Cunningham asked that her colleagues bring this particular example to the Task Force as evidence of the need to modify current practices and processes. Member Cunningham noted the need for the developer to be aware of and respond to questions and concerns of residents before a public hearing at the Planning Commission level. Member Cunningham expressed appreciation to residents accepting that this property would be developed and no longer be a vacant lot. However, Member Cunningham expressed confidence in the developer and their efforts in performing their due diligence in meeting current requirements; and offered her support of the project moving forward.

Member Stellmach noted that, since this property was zoned HDR, a much denser project could have been possible. Member Stellmach stated this represented a good project for the overall neighborhood, and offered his support for the proposal.

Member Gitzen stated the neighbors had brought forward good comments, and thanked Mr. Nelson for immediately responding to those concerns and comments; and offered his support of the project.

Member Bull expressed appreciation for the good information received and organization of the presentation and public comments; and offered his support of the project.

Finding himself generally supportive of the idea, Member Daire offered his support of the project as well.

Chair Boguszewski agreed with comments of his colleagues, and as noted by Member Stellmach something much worse than this proposal on this HDR-zoned parcel could occur. Chair Boguszewski noted that this addressed the needs for additional senior housing in the community, and – while not a determining factor – it further met the long-range goals of the community. As long as additional safeguards are added to the conditions as previously discussed, Chair Boguszewski stated he was comfortable in supporting the proposal.

Regarding resident comments regarding tree replacement, Chair Boguszewski noted that while suggestions for planting trees along the Woodhill Drive boulevard or on private property may be a future possibility, under current code, the developer was required to replace them on site depending on caliper calculations. Chair Boguszewski noted that again the City Council was in the process of commission a task force or committee to look at the current tree preservation process, rules and regulations; and one of the many ideas talked about going forward was the option for replacing trees off-site. However, Chair Boguszewski noted that, as written today, the City's tree preservation ordinance unfortunately did not allow for that option, but a future concept of a tree canopy for the overall good of Roseville, and ability to satisfy that replanting elsewhere in the community may be a recommendation.

On that note, Mr. Paschke advised that the September Planning Commission agenda tentatively scheduled a presentation of the current tree preservation ordinance and initial draft for an update, which may shed light on some of those very issues.

Member Daire noted the creative input provided by neighbors tonight in replacing aging or dying trees on private property using the tree preservation requirements, even though admitting he didn't know the legal or other ramifications for such an option. Member Daire noted the other comment suggesting separating pedestrian and vehicular traffic along a high volume road such as Lexington Avenue or Woodhill Drive had some validity. Member Daire questioned if Woodhill was still a county road or had been turned back to the city. Member Daire opined that separating pedestrian and vehicular traffic as volumes rise in general throughout the city was a good idea deserving of future consideration.

MOTION
Member Boguszewski moved, seconded by Member Cunningham to recommend to the City Council approval of the proposed PRELIMINARY PLAT dated August 3, 2015 for Cherrywood Pointe at Lexington, generally comprising the property at 2668 – 2688 Lexington Avenue; based on the comments, findings, and conditions contained the project report dated August 5, 2015; amended as follows:

- ***Revise Condition C as presented in the staff report to state that "The applicant shall pay park dedication fees in the amount of $3,500 per unit."***
- ***New Condition: "The applicant shall complete a traffic study for this project. The traffic study will be reviewed by and any required mitigation efforts approved by the City Engineer prior to issuance of a building permit."***
- ***New Condition: "The applicant is hereby made aware that any future variance requests will be evaluated on their individual merits; and this conditioned preliminary plat approval does not nor will have any impact on that variance process, if needed, in the future."***

Ayes: 6
Nays: 0
Abstentions: 1 (Murphy)
Motion carried.

PRELIMINARY PLAT

~of~ CHERRYWOOD POINTE AT LEXINGTON
~for~ CHERRYWOOD POINTE OF ROSEVILLE AT LEXINGTON LLC

PROPERTY DESCRIPITON

(Description per Stewart Title Guaranty Company, Commitment No. 01040-5066.)

Parcel 2: (Per Title Commitment)
Beginning at a point 496 feet North from the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 2, Township 29, Range 23, thence North 120 feet, thence East 160 feet, thence South 120 feet, thence West to the point of beginning, Ramsey County, Minnesota.

Parcel 3: (Per Title Commitment)
That part of the West 1/4 of the Southwest 1/4, Section 2, Township 29, Range 23, Ramsey County, Minnesota, lying South of the centerline of County Road C (now called Woodhill Drive); except the South 336 feet thereof; and except the North 253.8 feet of the South 749.8 feet of the West 160 feet thereof.

NOTE:
A gap exists between Parcels as shown. This has been reviewed by the client's title company; and a revised legal description is provided on the proposed final plat that would remove the gap.

DEVELOPMENT DATA

TOTAL SITE AREA = 264,715 S.F. (6.08± ACRES)
TOTAL NUMBER OF LOTS = 2
LOT 1 BLOCK 1 = 209,624 S.F. (4.81± ACRES)
LOT 2 BLOCK 1 = 9,884 S.F. (0.23± ACRES)

GENERAL NOTES

1. Fee ownership is vested in Roger Joseph Reiling for Parcels 2 and 3.
   Parcel ID Numbers: Parcel 2 = 02-29-23-33-0047
   Parcel 3 = 02-29-23-33-0048
2. Address of the surveyed premises: Parcel 2 = 2688 Lexington Avenue North, Roseville, Minnesota.
   Parcel 3 = 0 Oxford Street North, Roseville, Minnesota.
3. Bearings shown hereon are based on Ramsey County Coordinate System.
4. Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance flood plain.), according to Flood Insurance Rate Map Community Panel No. 27123C0020G by the Federal Emergency Management Agency, effective date June, 04, 2010.
5. Boundary area of the surveyed premises: 251,377± sq. ft. (5.77 acres) including right-of-way
   214,250± sq. ft. (4.92 acres) excluding right-of-way.
6. A search of the City of Roseville's website indicates that the surveyed premises shown on this survey is currently zoned HDR-1 – (High Density Residential-1 District). A zoning endorsement letter has not been provided for this survey. Under the applicable zoning regulations, the current lot standards and setbacks are:

	Attached	Multifamily
Maximum density	24 Units/net acre	
Minimum density	12 Units/net acres	
Maximum building height	35 Feet	65 feet
Maximum improvement area	75%	75%
Minimum front yard building setback:		
Street	30 Feet	30 Feet
Interior courtyard	10 Feet	10 Feet
Minimum side yard building setback:		
Interior	8 Feet (end unit)	20 Feet, when adjacent to ldr-1 or ldr-2 10 Feet, all other uses
Corner	15 Feet	20 Feet
Minimum rear yard building setback	30 Feet	30 Feet

   For additional information contact the Planning and Zoning Department at the City of Roseville at (651) 792-7000.
7. There are no marked or striped parking areas onsite. (0 regular, 0 handicapped)
8. The surveyed premises has access to Lexington Avenue, Woodhill Drive and Oxford Street, all public streets.
9. Utilities shown hereon are observed. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation. United Locating Services (612-270-7632) was used for utility locates. The Gopher State Ticket number obtained by United Locating services for this survey locate request is 141323722. Utility Companies contacted by One Call are as follows: AT&T LOCAL SVCS/TRANSMISSI (903) 753-3145; BP PIPELINE (800) 548-6482; CITY OF ROSEVILLE (651) 792-7004; COMCAST – COMCST01 (612) 522-8141; MCI (800) 289-3427; MN COMMERCIAL RAILWAY (651) 295-8609; RAMSEY COUNTY PUBLIC WORKS (651) 266-7100; XCEL ENERGY (651) 229-2427; TTM OPERATING CORP (866) 753-8309; CENTURYLINK (800) 283-4237 and ZAYO GROUP No number provided.
10. Subsurface and environmental conditions were not examined or considered during the process of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of the surveyed premises.
11. The field survey of this site was completed on May 23rd, 2014. Delineated wetlands were located on June 10th, 2014.
12. Stewart Title Guaranty Company, Commitment No. 01040-5066, Schedule B-II Survey Related Exceptions regarding Parcels 2 and 3 only:
    10.) Lexington Avenue and Woodhill Drive as laid out and traveled. [Surveyor's Note: Lexington Avenue and Woodhill Drive as laid out and traveled are shown. The widths shown are per the Ramsey County Half Sections Maps and therefore it is not warranted or guaranteed for accuracy. No documentation was provided to determine the legal width of said right-of-way.]
    11.) Terms and conditions of Easement dated 11/12/1962, filed 11/21/1962, as Document No. 1577421. [Surveyor's Note: Easement per Document No. 1577421 is shown in approximate location only. The easement does not provide a basis of bearings to accurately depict the location. The easement also does not cover the entire sanitary sewer line as shown.]
    12.) Terms and conditions of Easement dated 12/7/1962, filed 12/31/1962, as Document No. 1580419. [Surveyor's Note: Easement per Document No. 1580419 does not lie within Parcels 2 and 3.]
    13.) Terms and conditions of Easement dated 5/8/1968, filed 6/19/1968, as Document No. 1726546. [Surveyor's Note: Easements per Document No. 1726546 are shown.]
    14.) Terms and conditions of Easement dated 11/14/1972, filed 12/18/1972 as Document No. 1844504. [Surveyor's Note: Easement per Document No. 1844504 does not lie within Parcels 2 and 3.]
    15.) Terms and conditions of Easement dated 12/1/1972, filed 12/26/1972, as Document No. 1845114. [Surveyor's Note: Easements per Document No. 1845114 are shown.]
    16.) Right of the public, State of Minnesota and adjoing land owners to the body of water on the property and consequences of the change in location or expansion of the body of water due to rising and falling levels. [Surveyor's Note: The body of water is shown.]
13. There is a description gap between Parcels 2 and 3 as shown.
14. Curb shots are taken at the top and back of curb.
15. Proposed Site Plan information provided by JSSH Architects, ponding provided by Plowe Engineering.

VICINITY MAP

PART OF SEC. 02, TWP. 29, RNG. 23

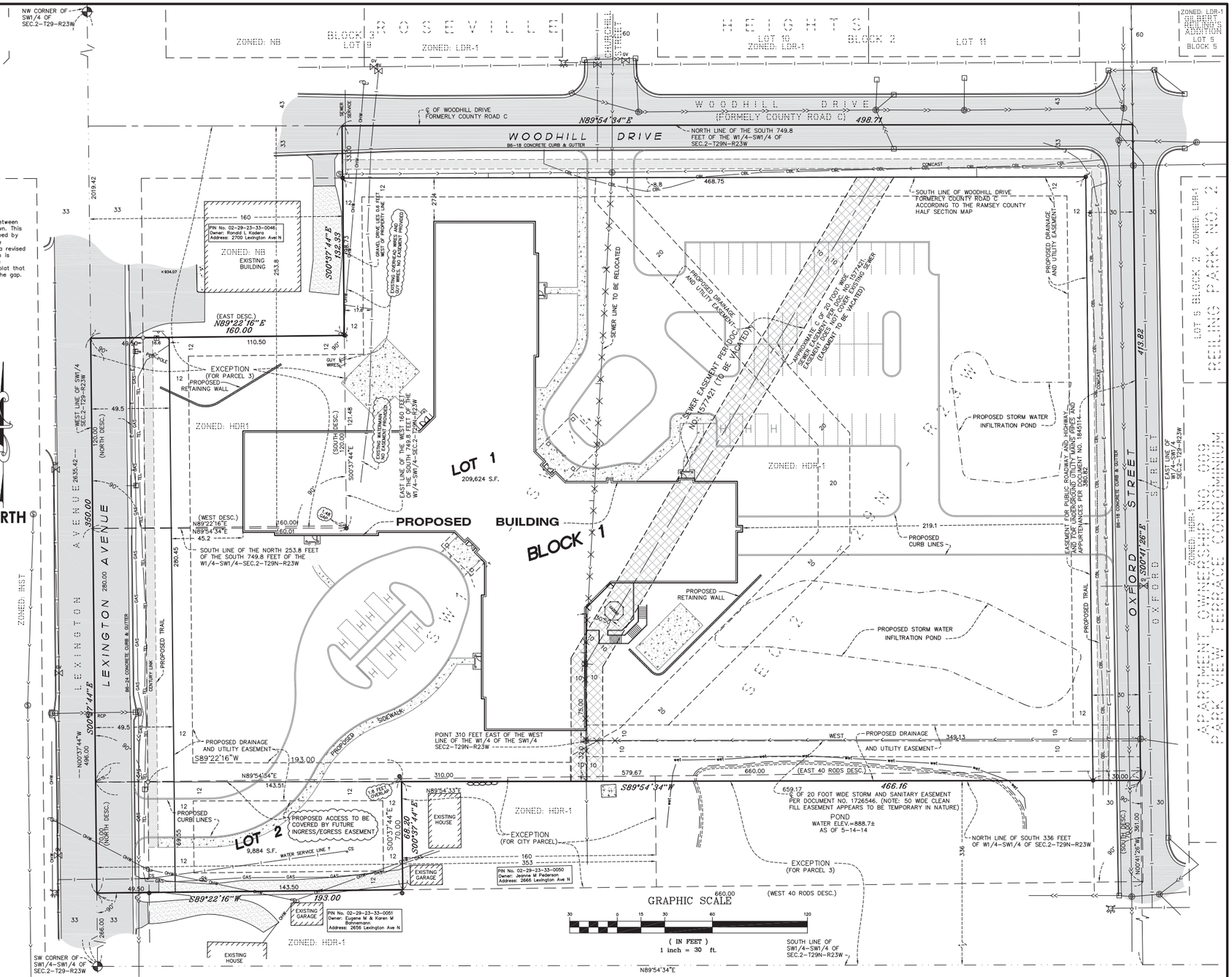
RAMSEY COUNTY, MINNESOTA
(NO SCALE)

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

JASON E. RUD

Date: 8/03/15 License No. 41578

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com



CITY'S PARCEL DESCRIPTION

All the West 353 feet of the following described premises located in Section 2, Township 29, Range 23; Beginning 266 feet North of the Southwest corner of the Southwest Quarter of the Southwest Quarter, Section 2, Township 29, Range 23; thence North 70 feet; thence East 40 rods; thence South 70 feet; thence West 40 rods to the point of beginning. Except the East 160 feet thereof.

CITY'S PARCEL NOTES

- Description for City's Parcel is per Warranty Deed Document No. 3070327.
- No title work was furnished for City's Parcel. Therefore, there may or may not exist easements or other encumbrances that are not shown on this survey.
- There is a description overlap between the City's Parcel and Parcel 3 as shown.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- DENOTES CATCH BASIN
- DENOTES STORM SEWER MANHOLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES HYDRANT
- DENOTES GATE VALVE
- DENOTES GAS METER
- DENOTES POWER POLE
- DENOTES SIGN
- DENOTES TELEPHONE PEDESTAL
- DENOTES CABLE PEDESTAL
- DENOTES ELECTRICAL BOX
- DENOTES FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES OVERHEAD WIRE
- DENOTES UNDERGROUND ELECTRIC LINE
- DENOTES UNDERGROUND GAS LINE
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)
- DENOTES WETLANDS AS DELINEATED BY KJOLHAUG ENVIRONMENTAL SERVICE COMPANY IN JUNE 2014.

BENCHMARK

BENCHMARK: RAMSEY COUNTY BM #9080 ALUMINUM MONUMENT
ELEV.=904.156 NAVD 1988

DRAWN BY: JEN	JOB NO: 14233PP	DATE: 07/08/15	
CHECK BY: JER	SCANNED ☐		
NO.	DATE	DESCRIPTION	BY
1	08/03/15	Added City Parcel & Add R/W	JEN
2			
3			

14233PP

PRELIMINARY COPY
UNRECORDED AS OF 8-03-15

CHERRYWOOD POINTE AT LEXINGTON

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

KNOW ALL MEN BY THESE PRESENTS: That Cherrywood Pointe of Roseville at Lexington LLC, a Minnesota limited liability company, fee owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

That part of the West Quarter of the Southwest Quarter, Section 2, Township 29, Range 23, Ramsey County, Minnesota, lying South of the centerline of County Road C (now called Woodhill Drive); except the South 336 feet thereof.

Also excepting that part of the North 253.8 feet of the South 749.8 feet of the West 160 feet of the Southwest Quarter of Section 2, Township 29, Range 23, Ramsey County, Minnesota, which lies north of the following described line:

Beginning at a point on the West line of said Southwest Quarter, 616 feet North from the Southwest corner of said Southwest Quarter; thence East at a right angle to the East line of said West 160 feet of the Southwest Quarter and said line there terminating.

And that The City of Roseville, a Minnesota municipal corporation, fee owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

All the West 353 feet of the following described premises located in Section 2, Township 29, Range 23; Beginning 266 feet North of the Southwest corner of the Southwest Quarter of the Southwest Quarter, Section 2, Township 29, Range 23; thence North 70 feet; thence East 40 rods; thence South 70 feet; thence West 40 rods to the point of beginning; Except the East 160 feet thereof.

Have caused the same to be surveyed and platted as CHERRYWOOD POINTE AT LEXINGTON and do hereby dedicate to the public for public use forever the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said Cherrywood Pointe of Roseville at Lexington LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officers this _____ day of _____, 20 ___.

Signed: Cherrywood Pointe of Roseville at Lexington LLC

_____,
Brian P. Carey, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Brian P. Carey, Chief Manager of Cherrywood Pointe of Roseville at Lexington LLC, a Minnesota limited liability company, on behalf of the company.

_____
_____
Notary Public, _____County, Minnesota
My Commission Expires _____

In witness whereof said The City of Roseville, a Minnesota municipal corporation, has caused these presents to be signed by its proper officers this _____ day of _____, 20 ___.

Signed: The City of Roseville

_____, Mayor _____, City Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___,
by _____, Mayor and by _____, City Manager of The City of Roseville, a Minnesota municipal corporation, on behalf of the corporation.

_____
_____
Notary Public, _____County, Minnesota
My Commission Expires _____

I, Jason E. Rud, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20___.

_____
Jason E. Rud, Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20___, by Jason E. Rud, a Licensed Land Surveyor.

_____
_____
Notary Public, _____County, Minnesota
My Commission Expires _____

CITY OF ROSEVILLE

We do hereby certify that on the _____ day of _____, 20___, the City Council of the City of Roseville, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

_____, Mayor _____, City Clerk

DEPARTMENT OF PROPERTY RECORDS AND REVENUE
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered this _____ day of _____, 20___.

_____, Director By _____, Deputy
Property Records and Revenue

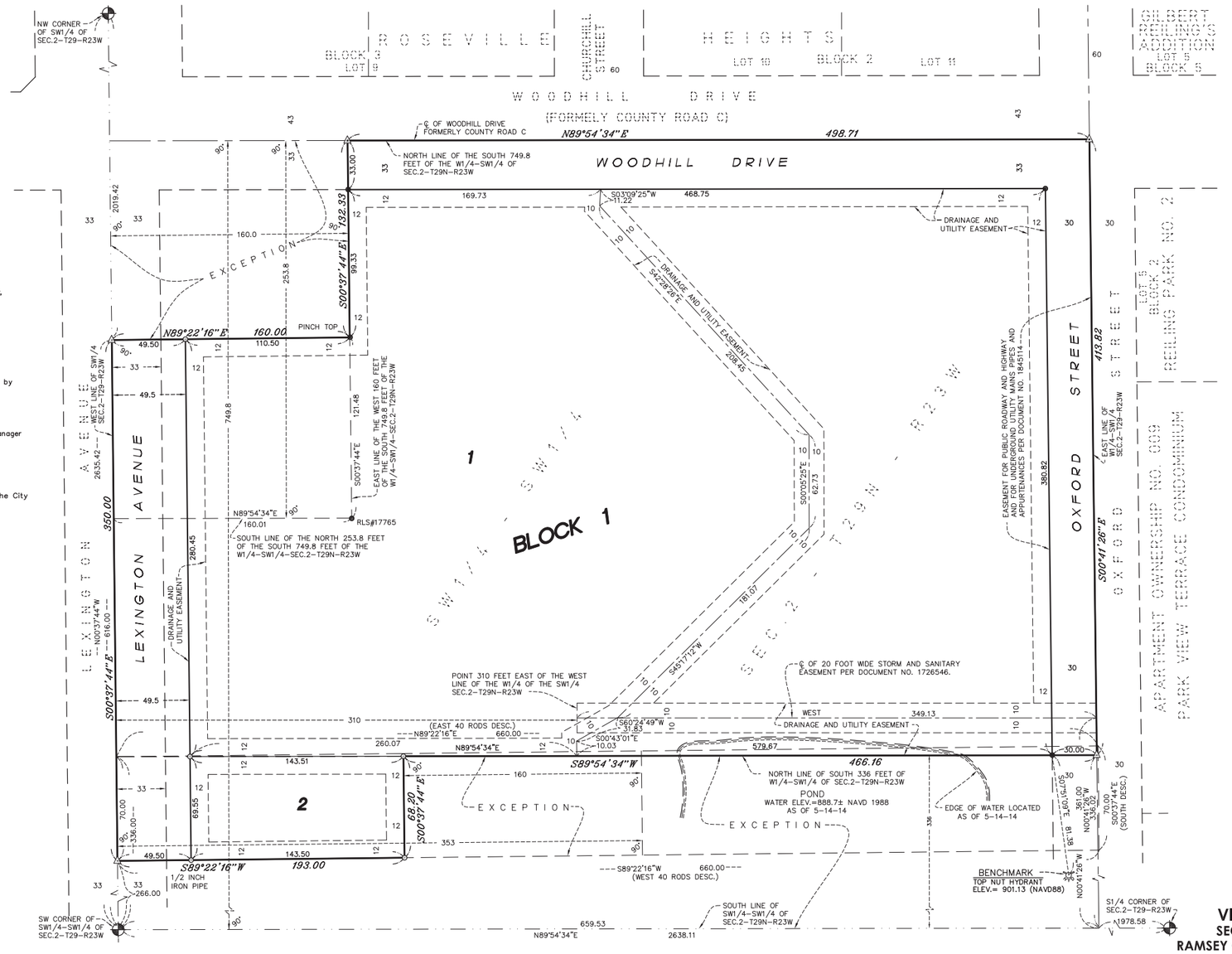
County Surveyor

_____
Craig W. Hinzman, L.S.
Ramsey County Surveyor

COUNTY RECORDER,
COUNTY OF RAMSEY, STATE OF MINNESOTA

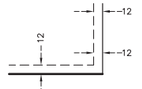
I hereby certify that this plat of CHERRYWOOD POINTE AT LEXINGTON was filed in the office of the County Recorder for public record on this_____day of _____, 20____ at ____ o'clock ____M., and was duly filed in Book _____ of Plats, Pages_____, and _____, as Document Number _____.

_____
Deputy County Recorder



EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



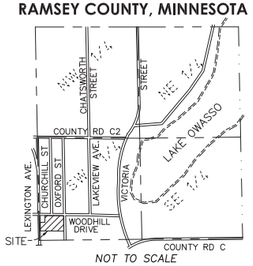
BEING 12 FEET IN WIDTH AND ADJOINING LOT LINES AND PUBLIC WAYS, UNLESS OTHERWISE SHOWN ON THIS PLAT.

GRAPHIC SCALE IN FEET
40 0 20 40 80 160
1 INCH = 40 FEET

The orientation of this bearing system is based upon Ramsey County Coordinates, North American Datum of 1983, 1986 adjustment.

- *Denotes Ramsey County cast iron monument*
- *Denotes set 1/2 inch by 18 inch iron pipe monument marked RLS 41578.*
- *Denotes found 1/2 inch iron pipe monument marked RLS 17765, unless otherwise labeled.*
- *Denotes set PK nail with metal disk marked RLS 41578.*

VICINITY MAP
SEC. 02, T.29, R.23
RAMSEY COUNTY, MINNESOTA



NOT TO SCALE

REQUEST FOR COUNCIL ACTION

DATE: **08/24/15**
ITEM NO: 14.d

Department Approval: V. Paul Bilotta

City Manager Approval:

Item Description: Determination of Fence Screening and Landscaping Requirements for Vogel Sheetmetal IU, 2830 Fairview Avenue

CRONOLOGY OF ACTIONS AND SUBMITTALS

On June 4, 2014, the Roseville Planning Commission held the public hearing regarding a request by Vogel Sheetmetal to occupy the former Aramark building at 2830 Fairview Avenue for their business headquarters (Attachment A).

One of the issues raised at the public hearing by the neighborhood was a desire for a fence and landscaping.

The Planning Commission voted 6-0 to recommend approval of the IU with the following condition:

> *The applicant shall install opaque fencing of 6-8 feet in height and/or coniferous plantings or landscaping along the northern edge of the property.*

On June 23, 2014, the Roseville City Council considered the IU request by Vogel Sheetmetal (Attachment B). The Council heard additional testimony and revised the conditions as follows:

- *The applicant shall install opaque fencing of 6 to 8 feet in height, coniferous plantings, and landscaping along the northern edge of the property*
- *Doors shall be closed during periods of operation*

Council Member Willmus clarified that staff would work with neighbors and the business owner to work out details, such as type of trees, landscaping, and fencing to be installed.

SCREENING/LANDSCAPE PROJECT UPDATE

Early in May, the Vogels asked Planning staff to review some concerns about the site and to discuss screening and fencing options and what type of plan was necessary for review. They were particularly concerned that the installation of the fence at/near north property line could damage landscaping in the neighbors yards. A week later, Planning Staff received the proposed fence and landscape plan (option 1- Attachment C), which included a short opaque fence section at the front parking lot for headlight screening purposes, 2 coniferous trees, 1 canopy tree, and 2 perennial planting beds. The proposal further included an opaque fence 8 feet in height that would reuse of the existing fence posts of the fence nearest the rear parking lot. The wide side yard green space between the fence and the north property line was proposed for 8 coniferous trees. This proposal did not satisfy the original motion text word for word, but staff did present it to the neighborhood for review because it had what appeared to be two interesting traits - it

provided better screening of the rear parking lot, particularly from the second floor decks or the adjacent duplexes, and it left the existing vegetation along the northern property line along and the large green area between the neighbors and Vogel on the neighborhood side of the fence, which could provide more of a "pocket park" feel which might be viewed positively.

The following week, the Planning staff met with several residents to review and discuss the proposal. Staff did mention a concern regarding replacement of the existing fence and the fact that a number of trees and/or large branches would need to be removed in order to properly install the 8 foot tall fence, which would eliminate existing screening currently enjoyed by the neighborhood. Staff also discussed goals screening and buffering are attempting to address and provided their perspective regarding the proposal and achieving these goals. Upon further consideration, the neighborhood rejected that the proposal by the Vogels and indicated that the concerns included that it would not screen the other neighbors who evidently walk their dogs onto the Vogel property as well as concerns about the large grass buffer would mean commercial mowing equipment would be used to cut it without being screened with a fence.

The Vogel proposal (option 1) was determined not to be acceptable by the Community Development Director as it did not meet the letter of the condition and the neighborhood did not like the alternative concept.

Later in June, the Vogels investigated what it would take to rebuild a fence using the existing fence posts near the north property line and had numerous conversations with Xcel Energy regarding an easement to access the property for maintain their power lines. There was also a discussion with Xcel regarding trimming of the trees in advance of any fence installation. It was also discovered that CenturyLink has a buried line near the existing fence.

On July 23, Xcel’s tree contractor began trimming the upper portions of the trees that potentially can affect power transmission.

On August 11, Vogels submitted their new proposal (option 2 – Attachment D), which stays out of the easements which they indicate is what they have been told the utilities want. The proposal calls for the fence to be placed roughly 20 feet from the north property line and would be a wood opaque fence 6 feet in height to approximately the property line of 1800 Centennial and 8 feet tall the remainder. The fence is proposed to end generally at the rear parking lot, approximately 70 feet from the east property line. The proposal also includes 15 evergreen trees within the grass area that lies between the building and parking lots and the northern property line. Staff had not reviewed this concept prior to its submittal.

On August 12, option 2 was rejected by the neighborhood and an alternative plan submitted (Attachment E). It is the neighborhood’s belief the Vogels can install the fence on the property line without severing underground cable or violating Xcel's overhead easement. Staff has asked both the Vogels and the neighborhood's attorney to produce some sort of definitive response (letter, email, phone call to staff) from the utility companies to validate each side's position as to whether or not the utility would accept the fence in the easement, which is a private land rights issue, not a municipal issue. So far, neither side has been able to produce this definitive evidence.

The plan submitted by the neighborhood includes a full fence replacement with a new opaque wood fence 6 feet in height from front property line to the lot line of 1800 Centennial. The remaining fence is 8 feet in height and ends tying-in with existing wood fence along the eastern property line. The neighborhood plan also includes 16 coniferous and 5 canopy trees.

STAFF COMMENT

This IU request would not normally have triggered any screening fence requirement since limited production and processing is not supposed to generate negative impacts in excess of what would be expected from an office building.

From the beginning, there has been an expectation that the neighbors to the north and Vogel's could work together on establishing a screening and landscape plan. However, that has not worked out and now staff is being put into a mediation role regarding interpretation of City Council intent. Staff has now reached a point where we need guidance to break an impasse between the two parties.

Staff would like clarification from the City Council regarding the exact placement of the fence and the specific tree number and type of trees (coniferous, canopy, or both) to be placed in and around the northern side yard.

SUGGESTED CITY COUNCIL ACTION

Provide clarity regarding the IU condition of June 23, 2014 and direct staff to work with Vogels on provision of a plan the meets this confirmed requirement**.**

Prepared by: City Planner Thomas Paschke 651-792-7074 | thomas.paschke@cityofroseville.com

Attachments

A:	PC Minutes 060423	B:	CC Minutes 062314
C:	Option 1	D:	Option 2
E:	Neighborhood option	F:	Resolution Included 8/24

EXTRACT OF THE JUNE 4, 2014 ROSEVILLE PLANNING COMMISSION MEETING MINUTES

b. PLANNING FILE 14-012

Request by Vogel Sheetmetal, Inc. for approval of limited production and processing of sheet metal as an INTERIM USE at 2830 Fairview Avenue

Chair Gisselquist opened the Public Hearing for Planning File 14-009 at 8:03 p.m.

Senior Planner Bryan Lloyd reviewed the request of the applicant to allow for light fabrication of ductwork and sheet metal accessories as an INTERIM USE at 2830 Fairview Avenue, as detailed in the staff report dated June 4, 2014. As noted in Section 4.2 of the staff report, Mr. Lloyd advised that recent efforts to facilitate reinvestment and redevelopment for properties in the Twin Lakes Redevelopment Area include a proposal for re-designation of this property, and others in the neighborhood, from High Density Residential (HDR-1) to Community Mixed Use (CMU), with the proposed use then becoming permitted, and the temporary Interim Use permit no longer needed.

Mr. Lloyd advised that the relocation of this business to Roseville was due to them outgrowing their current Stillwater, MN location. Mr. Lloyd advised that there was no indication that there would be significant noise impacts for residential neighbors on the north and therefore no significant impact to public health, safety or welfare, as detailed in Section 5.4.c of the staff report. Mr. Lloyd noted that noise of previous uses (e.g. Aramark) and truck traffic would have been significantly higher than this proposed use on the adjacent residential neighborhood.

On an essentially unrelated note, Mr. Lloyd noted that the right-of-way on part of Terrace Drive was beyond the street itself on the western portion; and suggested that the Public Works Department was interested in working with the property owner on a pathway easement or acquisition of right-of-way to facilitate extending the pathway. However, Mr. Lloyd reiterated that this was not a condition of approval for the Interim Use.

Mr. Lloyd advised that, after staff's analysis of the request, they recommended approval of the request for a five-year Interim Use, unless it was discontinued by the applicant and/or the permitted use changes as noted by re-designation of the zoning district.

At the request of Member Cunningham, Mr. Lloyd advised that there was a pending Purchase Agreement for the property at this time by Vogel Sheetmetal.

As he drove by the subject property, Chair Gisselquist questioned how long the property had been vacant; and asked if truck traffic or employee/customer parking would be housed in the Terrace Drive and/or Fairview Drive. Mr. Lloyd responded that there was a small parking lot off Fairview Avenue, with loading doors and employee parking off Terrace Drive. At the request of Chair Gisselquist, Mr. Lloyd confirmed that there was an existing chain link fence on the north and east of the property in some places that would serve as a limited buffer to residential properties on the north.

At the request of Member Murphy, Mr. Lloyd confirmed that re-use of the property, since it had stood vacant for over one year and grandfathered status elapsed, screening requirements would be triggered in accordance with today's code, and their type yet to be determined (e.g. privacy fence, screening wall, or coniferous plantings). At the request of Member Murphy,

Mr. Lloyd clarified that they were part of code requirements, and therefore not needed as a condition of approval.

Subsequent to preparation of the staff report, Mr. Lloyd advised that he received a phone call from a neighboring property owner earlier today, seeking staff's rationale in not including that screening as a condition of approval. Mr. Lloyd noted that the caller as in tonight's audience, and may wish to speak to the issue during public comment.

At the request of Member Murphy, Mr. Lloyd addressed the mechanics or process if and when the zoning changed from HDR-1 to CMU and status of the Interim Use (IU) Permit, as detailed in Section 7.0 of the staff report.

At the request of Member Daire, Mr. Lloyd confirmed that the IU would then become a legal conforming use; and the applicant did not need to secure verification that it was then an accepted use, as it would fit the definition in City C ode already for limited production and processing.

Related to noise, Member Stellmach asked if there would be any increased noise due to more traffic coming into the property versus other uses on the site.

In the long term, Mr. Lloyd opined that the traffic intensity from this proposed use would still be of significantly less intensity than its former and traditional use. However, since the property had been vacant for 1.5 years, Mr. Lloyd anticipated that neighbors may expect to hear some increased noise than during that interim period, but of lower volume or intensity than with the past use.

At the request of Member Stellmach, Mr. Lloyd advised that there was no expectation that fabrication noises in forming ducts would escape the building to any great degree, but property performance standards of City Code would establish requirements for those external noises. Even if they were to be audible outside the building, Mr. Lloyd opined that they would not reach a nuisance level based on the intended use of the building.

Mr. Paschke clarified that there would be no mechanical equipment used to make the component, but that it was done with brute labor for custom duct work, which the applicant could speak to later tonight. From the City's perspective, Mr. Paschke stated that this use was a better use and more compatible to the adjacent area than the former business (Aramark) with hundreds of trucks on the site in previous years on a daily basis, and that traffic should subsequently be much less as well.

Applicant Bonnie Vogel, Owner and CEO, Vogel Sheetmetal, Inc., 10684 Lansing Avenue N, Stillwater, MN 55082

Specific to traffic, Ms. Vogel advised that the main focus would be from the contractor, as fabrication is supplemental and an asset to the company to service accounts. Ms. Vogel advised that they could make some limited ductwork, but not major components. Regarding vehicles on site, Ms. Vogel advised that their field staff typically took the vehicles home and drove directly to respective job sites; and the only trucks they have is a pick-up and a one-ton pickup with bed and gate. Ms. Vogel advised that they had one truck/trailer that was on the job sites 90% of the time unless reloading on their lot; but assured that traffic would be at a minimum. Ms. Vogel advised that their office employees were currently at seven, but they hoped to double that number in the future with their proposed expansion.

At the request of Member Boguszewski, Ms. Vogel clarified that their operation was not noise generating, and mostly consisted of one shop person at this time doing custom cabinet handwork of ductwork and placing them on pulleys; with a sheer and press brake and laser cutting table part of their equipment and machinery, but no giant stampers.

At the request of Member Stellmach, Ms. Vogel advised that their proposed expansion was focused around becoming a full mechanical provided, as they were not limited to sheet metal and HVAC, while most general contractors in the commercial realm were looking for a mechanical contractor, which was currently a disadvantage to their operation. Ms. Vogel advised that they just had a new hire to oversee their hiring division to facilitate construction and contracting to use their proposed location for staging and to attract more employees from a broader range and larger mechanical companies.

At the request of Member Daire, Ms. Vogel advised that they anticipated no outdoor storage, as the typical equipment they worked on would be like a ten ton roof top equipment to units about ¼ the size of this room, with the majority of those items going out to the field. While increasing the size of the facility, Ms. Vogel did not find any issues in being able to store inside whatever was necessary with the only outdoor involvement when loading a semi-trailer between jobs. At the request of Member Daire, Ms. Vogel confirmed that the operation was mostly a pass through supplier for HVAC units, not as a full mechanical contractor; and delivered to the job site and only requiring a short stop at this site. For the most part, Ms. Vogel advised that the only storage at their site would be in the case of equipment staging delays for larger projects, or a scheduling issue on the job site, and would typically only consist of end caps, grills and/or registers, with someone else typically fabricating the larger ductwork that would be delivered directly to a job site.

Member Daire advised that he had an image in his mind of a large helicopter picking up a rooftop unit to transport it off-site.

Ms. Vogel advised that their firm had done helicopter lifts, including a recent one for Costco, but advised that they were not done from their site and those sized units usually go to crane yards for storage.

Member Daire advised that he had not attended the open house held by the applicant, and asked Ms. Vogel to summarize any unaddressed concerns if any remained.

Ms. Vogel advised that noise and traffic concerns were addressed; and the only other issue seemed to be about odors which were attributed to other neighboring businesses and floating across the neighborhood, but would not be an issue for their operation. Ms. Vogel advised that the other questions raised by the public were similar to those of the Commission tonight: whether the scope of the business would significantly change due to improved economics. Ms. Vogel advised that their intent was to take advantage of this opportunity to expand their fabrication operation; and they would remain bound to the City's zoning laws and restrictions, and intended that their business model would remain respectful of those and abide by them.

Public Comment

Lisa McCormick

Ms. McCormick advised that she had spoken with Mr. Lloyd earlier today; and having lived in the neighborhood for twenty years, and a Roseville resident for almost thirty years, in general she was supportive of granting this application. However, Ms. McCormick advised that she had some concerns about the general welfare portion and some issues in line with tonight's discussion.

While not knowing much about the sheetmetal field, Ms. McCormick advised that she had done some research, and noise and chemical use were the issues of most concern to her from that research. In researching existing fabrication shops, Ms. McCormick advised that she had found only one located adjacent to a residential neighborhood, and that was in Minneapolis, in a not so desirable neighborhood. Ms. McCormick advised that others were consistently located in industrial parks. While being satisfied with the limited use, Ms. McCormick advised that she would not support full sheetmetal fabrication, which was significant and lent credibility to concerns on noise and other issues.

Ms. McCormick advised that she had attended the open house and the comments of Ms. Vogel, and applauded her efforts and accomplishments to-date; and their planned expansion based on their exceptional growth, and including a succession plan. Ms. McCormick advised that she saw this use as a long-term one and relationship in the City; and sought to ensure that any potential problems be addressed now rather than after they develop later. Ms. McCormick noted that the business was moving from a 3,000 square foot suite to a 38,000 square foot building, which was a significant increase, with expectations that their business would continue to grow, based on the size of their financial investment and long-term succession plan in place.

Ms. McCormick advised that her concern coincided with other issues on tonight's agenda, including the proposed CMU designation, and the potential that this use will become a conforming use. While more than willing to welcome this company into the neighborhood, Ms. McCormick opined that conditions should be required and controls in place now rather than later. Ms. McCormick recognized that this type of building and proposed use made sense, but advised that her only concern was that the Interim Use has conditions in place. While understanding from her discussion with Mr. Lloyd was that such conditions were not generally made with this type of permit, in her review of City Code and those discussions, Ms. McCormick opined that screening requirements of City Code would be triggered by licensing procedures in place, and if no major improvements were planned at this time and the business intended to move into the building as is, those conditions may not be required.

Regarding landscaping in Section 1011.02.C., Ms. McCormick addressed noise restrictions and environmental conditions, which apparently did not apply to off-street parking and loading. Ms. McCormick noted the two loading docks located in the rear of the building, and based on her measurements, the space between the current chain link fence and rear residential property, also having a chain link fence, was 55' from the edge of the parking lot to the rear yards, with no trees in the entire strip at this time. Ms. McCormick opined that there was no significant space intended as a noise buffer, and as evidenced with the Advanced Circuits operation in the building to the east, noise had become a significant issue. While recognizing that Aramark traffic generation had been significant in the past, along

with Advanced Circuit operations, Ms. McCormick noted that the elevations became higher the further north, and then elevation dropped at Oasis Park and the Twin Homes properties immediately to the north, and beyond that single-family homes. Given neighborhood involvement across Oasis Park, Ms. McCormick noted that noise studies had been done in the past, prompting a wooden fence to the north of the adjoining property on the east.

Ms. McCormick asked that the Planning Commission consider conditioning this approval on installation of a barrier fence in place, along with landscaping, as per Section 1011.03.A., 3.d., and requested that a landscaping plan be provided and in Section e. addressing the exception if the land remained undisturbed and in its natural state, it could then be waived. However, Ms. McCormick opined that there was enough ambiguity perceived by her and the neighbors that noise is a major concern, and once this is passed, the opportunity for public input became non-existent; and if they're not required to provide a landscape plan or provide screening at this time, there was no triggering factor or process in place to require them to do so at that time, and the neighbors would have no opportunity to be heard on this issue at that time.

Ms. McCormick requested that a landscaping plan be submitted for approval and activity limited to current production, and if there was a future expansion, it not exceed the current noise level, with no large scale sheetmetal fabrication done due to that noise factor. Ms. McCormick reiterated that this is the only opportunity to make this request; and further requested that the loading dock doors remain closed during operations.

At the request of Member Cunningham as to paid for the construction of the fence behind and bordering Oasis Park and the 1633 building, triggered by noise complaints, Ms. McCormick opined that it was a joint cost-share of the City and company.

From the City's perspective, Member Cunningham asked staff if the proposal moved forward without any restriction, and subsequent complaints were heard from neighbors, if the City could work with the property owner to install a similar wall.

Mr. Paschke clarified that this was not a similar situation with the other and past issue. However, Mr. Paschke advised that the Planning Division looked at the issue two-fold. Mr. Paschke noted that existing guidance and zoning deemed this site non-conforming; and in essence the use as production/processing and light industrial use ceased to exist after vacant for over a year, thus requiring the need for an Interim Use for the proposed use; and looking at that use in a building triggered certain but not all requirements. With the use, Mr. Paschke advised that staff's desire is to mitigate certain impacts, which would require screening on the site: a wood fence of mixture of fencing and/or landscaping; however, staff would not require landscaping to be part of the use of the site. Mr. Paschke advised that City Code reads that a landscaping plan would be required if soil was turned to develop the site, and City Code could not trigger that requirement unless there was a 50% or more increase in that development. While Mr. Paschke opined that it would be great to get the lot spruced up, he was not sure the City had the ability to require it as part of the IU. From a screening perspective, Mr. Paschke advised that staff believed that this type of use did require mitigation under current code, and to get ahead of what may potentially come in the future.

Mr. Lloyd clarified that the landscaping plan or site beautification, as referenced by Mr. Paschke, was not a requirement of that aesthetic plan, but plantings as part of a buffer or screening requirement was totally different.

Mr. Paschke concurred, or noted that it could be a combination in some instances.

At the request of Member Cunningham, Mr. Paschke advised that the buffering or screening discussion would happen immediately, as indicated by Mr. Lloyd.

Member Boguszewski clarified that it would be part of the approval process, but not called out specifically as a condition of the IU approval.

Mr. Paschke responded that it was not necessary as a condition, but clarified that it was the discretion of the Commission to call out conditions specifically, but whether or not they remained a condition of final approval by the City Council would be up to them at the recommendation of the City Attorney. Mr. Paschke stated that it was staff's belief that City Code spoke for itself, and that staff had the ability to require it simply under the proposed use moving it under that circumstance and the unique situation. Mr. Paschke opined that staff believed that the component of the code was triggered accordingly.

It the IU was denied and the property eventually was re-designated as CMU, and at that time the same use was proposed, Member Murphy asked if there would be conditions placed on the conforming use under a CMU.

Mr. Paschke clarified that it would not be a condition, but once the building improvement permits were sought, under City Code, staff would require screening along the north property line.

Member Murphy clarified that was the intent of his previous question to Mr. Lloyd, and if the CMU definition was altered and subsequently implemented, would conditions be similar to those under the IU being considered to get the business operating while the CMU process settles out. Member Murphy opined that he was haring that conditions were being considered for IU, but not required for CMU if the code changes.

Mr. Paschke clarified that the issue was underlying the entire discussion, and if this was not such a unique site, there would be no discussion on screening, or if vacated less than a year ago, as the applicant could have moved in with their similar use with no screening discussion required, with today's code regulating that property with no ability to address noise, traffic and/or loading docks, but simply as a permitted use and no recourse at that point in time. Because of the new use after the legal, nonconformity expired, and attempting to address and mitigate concerns of the neighbors, Mr. Paschke noted that the City now has the ability to address some of those issues. In referencing the building to the east in the early 2000's when improvements were made, Mr. Paschke recalled similar discussions, but the ability for cities to require meeting current code for p re-existing properties was very limited. In this case, with respect to screening, Mr. Paschke opined that the City had the ability to require it, otherwise they were not able to do so unless noise studies and/or complained allowed that to be addressed under the City's nuisance ordinance; or to make a request of the business properties to improve the situation, but without any ability to require them to do so, as they predated new codes and uses. Mr. Paschke noted that there would always be properties not compliance with current code.

Chair Gisselquist closed Public Hearing at 8:47 p.m.; no one else spoke for or against.

Member Boguszewski expressed confidence that Mr. Paschke's interpretation of and assurance that City Code was sufficient, but opined that he saw no harm in adding an additional condition to require the applicant to install structures or landscaping to provide a visual screening and sound attenuation measure for residential properties on Centennial Drive.

MOTION
Member Boguszewski moved, seconded by Member Gisselquist to recommend to the City Council APPROVAL of an INTERIM USE at 2830 Fairview Avenue, allowing limited production and processing of sheet metal ductwork and accessories; based on the comments and findings of Sections 4 – 6 and the recommendation of Section 7 of the staff report dated June 4, 2014; *amended as follows:*

Additional Condition:

- ***"The applicant shall install structures or landscaping that provides visual screening and sound attenuation for the residential properties on Centennial Drive."***

Member Daire asked Member Boguszewski to define "sound attenuation."

Member Murphy also asked how the applicant would know when they met that condition without some measure in place, or if the neighbor installed a fence, how would the Planning Commission or staff know if or how the condition was met.

At the request of Member Boguszewski, Mr. Paschke reviewed the minimum standards for fence height per City Code, and screening for purpose of mitigating sound, opining that it became difficult for code compliance considerations even with a fence, and landscaping of coniferous plantings that may be staggered initially. While having standards in place. Mr. Paschke suggested it may be best to have the condition state " a mixture of opaque fencing or mixture f coniferous landscaping" to get to the heart of the issue, noise mitigation, since a wall may not be cost effective or effective to mitigate that noise. Mr. Paschke advised that there may be noise, no matter what was required, but a fence of 6' to 8' was the best situation, and would mitigate noise somewhat and coniferous trees would do so in the winter time, but recognized that it may take several years for them to grow to substantial height. Mr. Paschke advised that City Code also talked about opaqueness, with a solid board on board fence as an example, which would address noise and/or screening purposes.

Member Boguszewski offered revised language to his additional condition in the original motion as follows:

- ***"The applicant shall install opaque fencing of 6' – 8' in height and/or Coniferous plantings or landscaping along the northern edge of the properties."***

Mr. Paschke opined that the biggest screening and noise issue was in the back parking lot, which was not generating noise but had little landscaping; and suggested that the proposed Coniferous landscaping on the north of the parking lot would address any headlight issues, and if worded accordingly would provide staff the flexibility to address where those plantings were located for the most effect, and not end up screening the building only.

As a point of clarification, Member Daire asked Member Boguszewski his intent as to whether screening is necessary or only responding to a concern that the cost of such will be passed on to Vogel Sheetmetal.

Member Boguszewski opined that it was better with the additional condition, and whether it was a necessity or not, he couldn't determine, but he believed that this type of language – landscaping and fencing – would add something to what was now existing, and provide direction to seek improvements to create a barrier. Member Boguszewski expressed his preference that the whole swath between homes and the band to the south would become HDR as a step up zone between single-family and industrial, but noted that it hasn't happened yet; and now with consideration being given to changing the zoning to allow zero buffers from that zone to the residential zone, at the very least consideration should be given to this type of protective condition as a veneer rather than only a patch.

Member Daire, with his background in transportation planning, and work with MnDOT on attenuation walls, advised that part of that working knowledge from MnDOT was that while trees – particularly coniferous trees – provide a visual screen, they did nothing for sound. Member Daire noted that this was found to be similar with a 6' – 8' board fence, and that both had minimal impact on sound attenuation. In order to have that attenuation, Member Daire advised that a mass of wall similar to that found on freeway sound barrier fences was needed, and included two timber surfaces infilled with dirt to attenuate sound. Member Daire advised that this knowledge caused him to pursue this train of thought; and while the barrier may look better, it did nothing to reduce sound.

Member Boguszewski recognized Member Daire's opinion and expertise.

Mr. Lloyd reiterated that Zoning Code would require this type of screening anyway; but opined that there would be no harm in making it a condition of approval, and while not inventing a solution, it would simply make that code requirement more explicit.

Member Boguszewski advised that everything mentioned by Member Daire he believed to be true, but recognized that it was not realistic to require a condition that would meet the specifications mentioned. However, Member Boguszewski opined that he still felt right about imposing such a condition, and at risk, it would be merely cosmetic, but he still wanted to keep it as an additional condition to the original motion. Member Boguszewski suggested that, if the Commission preferred to approve the motion without that additional condition, they should vote against the current motion and someone else could move to approve a motion as originally proposed by staff.

Member Murphy proposed a different route to get to the same goal.

MOTION
Member Murphy moved, seconded by Member Daire to recommend to the City Council APPROVAL of an INTERIM USE at 2830 Fairview Avenue, allowing limited production and processing of sheet metal ductwork and accessories; based on the comments and findings of Sections 4 – 6 and the recommendation of Section 7 of the staff report dated June 4, 2014.

Member Cunningham opined that there was something to be said for the neighborhood abutting this area; and when the zoning was changed to HDR, opined that it was more fitting with this neighborhood in providing a buffer. Member Cunningham opined that adding the wall as a condition was good.

Ayes: 2 (Daire and Murphy)
Nays: 4 (Gisselquist, Stellmach, Cunningham, Boguszewski)
Motion failed.

MOTION
Member Boguszewski moved, seconded by Member Gisselquist to recommend to the City Council APPROVAL of an INTERIM USE at 2830 Fairview Avenue, allowing limited production and processing of sheet metal ductwork and accessories; based on the comments and findings of Sections 4 – 6 and the recommendation of Section 7 of the staff report dated June 4, 2014; *amended as follows:*

Additional Condition:

- ***"The applicant shall install opaque fencing of 6' – 8' in height and/or Coniferous plantings or landscaping along the northern edge of the properties."***

Ayes: 6
Nays: 0
Motion carried.

EXTRACT FROM THE JUNE 23, 2014 CITY COUNCIL MEETING MINUTES

i. Request by Vogel Sheetmetal, Inc. for Approval of Limited Production and Processing of Sheetmetal as an Interim Use at 2830 Fairview Avenue

At the request of Mayor Roe, City Manager Patrick Trudgeon briefly reviewed this item, as detailed in the Request for Council Action dated June 23, 2014. Mr. Trudgeon noted the additional condition by the Planning Commission based on public comment at the Public Hearing, for fencing and/or plantings to protect adjacent single-family homes adjacent to the site on the north. Councilmember McGehee advised that she had heard from some residents in the area of problems from previous stamping machine business, and their concerns with noise when doors are open during those operations. Since this use would involve a benching machine as part of their process, Councilmember McGehee suggested some accommodation be made to address any potential noise concerns.

Public Comment

Lisa McCormick (resident north of site)
Ms. McCormick submitted a written petition, ***attached hereto and made a part hereof,*** from the neighborhood, addressing their concerns regarding this Interim Use and potential future rezoning.

Ms. McCormick asked to clarify the points of the conditions approved and revised by the Planning Commission, where it had been made clear that the neighbor-hood's preference was for both fencing and trees, with staff having initially noted the potential for lights from vehicles in the back parking lot affecting the single-family residents to the north of the site. Ms. McCormick opined that a fence would also serve to address noise concerns; and with living on the eastern portion of the subject site, where there used to be a fence, she attested to the reduced impacts that would arise from having both a fence and trees in place. With the potential for rezoning in the near future, Ms. McCormick advised that residential neighbors felt strongly that there needed to be a barrier between residential and commercial properties, since there was only 50' between those uses and residential backyards against the site; and asked that language for the condition specifying "a fence 'and/or' coniferous plantings" be revised to "fencing 'AND' canopy trees." Ms. McCormick noted that the petition had twenty-four signatures, representing eighteen homes in the area; with their unanimous support of both trees and fence to be included.

Speaking to Councilmember McGehee's point about noise, Ms. McCormick ad-vised that residents would also like doors closed during operations whenever possible to limit noise from the facility.

Councilmember McGehee sought clarification as to whether the residents were looking for summer and winter shielding, and for those plantings to be as tall as the fence when initially planted.

Ms. McCormick noted that City Code required 6', but the neighbors wanted to be reasonable, but were seeking canopy trees for year-round protection. In the con-text of rezoning, Ms. McCormick expressed concerns of neighbors that when re-zoned, the Interim Use would terminate, and under code the property owner had one year to comply with conditions, but if rezoning took place before then, she questioned if the applicant would still be required to comply. Ms. McCormick advised that the neighbors were simply requesting that if possible, this condition survive the Interim Use and potential rezoning at which time the Interim Use would terminate.

Steve Gjerdingen, 2553 Fisk Street
Mr. Gjerdingen opined that he was not too excited about an Interim Use versus a Conditional Use; based on this being part of the Twin Lakes Redevelopment Area, and intended for re-use as a more

vibrant area with better improvements for properties. With the Hagen site proposed for development as a multi-family apartment complex near this site, zoned as High Density Residential (HDR), Mr. Gjerdingen noted that this property was the only one on the east side of Terrace Drive with a gap in sidewalk. Mr. Gjerdingen asked that, as part of this approval, the City Council require that sidewalk segment to be installed at this time.

Applicant Bonnie Vogel, Owner/CEO, Vogel Sheetmetal, Inc., 10684 Lansing Avenue N, Stillwater, MN 55082

Ms. Vogel noted that the Planning Commission meeting discussion included fencing, and it was her understanding that the property would be rezoned Commercial/Mixed Use. Ms. Vogel assured the City Council and adjacent residential property owners that it was the firm's intent to beautify the property, and that they were willing to address neighborhood concerns by installing fencing and trees. However, Ms. Vogel asked for specific heights and parameters for them to meet, since this would be part of their budget and financing, and affect other plans for the property and business.

At the request of Councilmember Willmus, Ms. Vogel advised that they were willing to address neighborhood concerns and keep doors closed during operations to the extent feasible for their business. Ms. Vogel noted that this issue had been discussed during the Open House with neighbors.

Specific to the sidewalk segment along Terrace Drive, Ms. Vogel advised that this took her by surprise, as she was not clear as to whether this was a responsible of the City or developer.

Mayor Roe clarified that installation and maintenance of sidewalks in commercial areas were typically the responsibility of the developer and/or property owner.

Ms. Vogel noted that there was a monitoring well in that sidewalk area that the City claims ownership to, but from their property survey, appeared to be on the private property rather than public right-of-way, creating the need to make a de-termination on the responsible party to remove that monitoring well.

Councilmember McGehee noted that a large portion of the segment without a sidewalk along Terrace Drive was taken up by the property's driveway, which should reduce sidewalk installation costs to some extent.

Ms. Vogel recognized that; however, she asked for more specifics and why that would be required as part of this Interim Use approval process.

Councilmember Willmus noted the sidewalk along the south side of Terrace Drive from Fairview to Lincoln Drive, which served this area.

Councilmember McGehee thanked Ms. Vogel for her complete notes, including questions and responses, provided as written record of their open house.

Mayor Roe thanked Ms. Vogel for providing their firm's perspective of the project.

Councilmember Willmus stated that he was in support of adding language to the recommended Condition A to reference "fencing, plantings, and landscaping" and an added condition that "doors be closed during periods of operation.

Willmus moved, Etten seconded, Resolution No. 11160 (Attachment F) entitled, "A Resolution Approving a Temporary Limited Production and Processing Facility as an Interim Use at 2830 Fairview Avenue (PF14-012);" ***amended as follows:***

- ***Condition A, revise language as follows: "The applicant shall install opaque fencing of 6' to 8in height, coniferous plantings [AND] landscaping along the northern edge of the property; and…"***
- ***Add Condition C: "Doors shall be closed during periods of operation."***

Senior Planner Bryan Lloyd noted a typographical error in the draft resolution (Attachment F), line 34, amending, the first line of Item "a" (page 2 of 4) to read as follows: "The proposed limited production and processing use would [NOT] be expected to have…"

At the request of Councilmember McGehee, Councilmember Willmus clarified with agreement by Mayor Roe that, as typically done during the process, staff would work with neighbors and the business owner to work out details, such as type of trees, landscaping, and fencing to be installed.

Regarding installation of a section of sidewalk along this property, Councilmember Willmus noted that this application was for an Interim Use of an existing facility; and with an existing sidewalk along the south side of Terrace Drive, an installation of sidewalk would be quite expensive for this owner in addition to other improvements they've already committed to for the property. Councilmember Willmus opined that the existing sidewalk served the neighborhood.

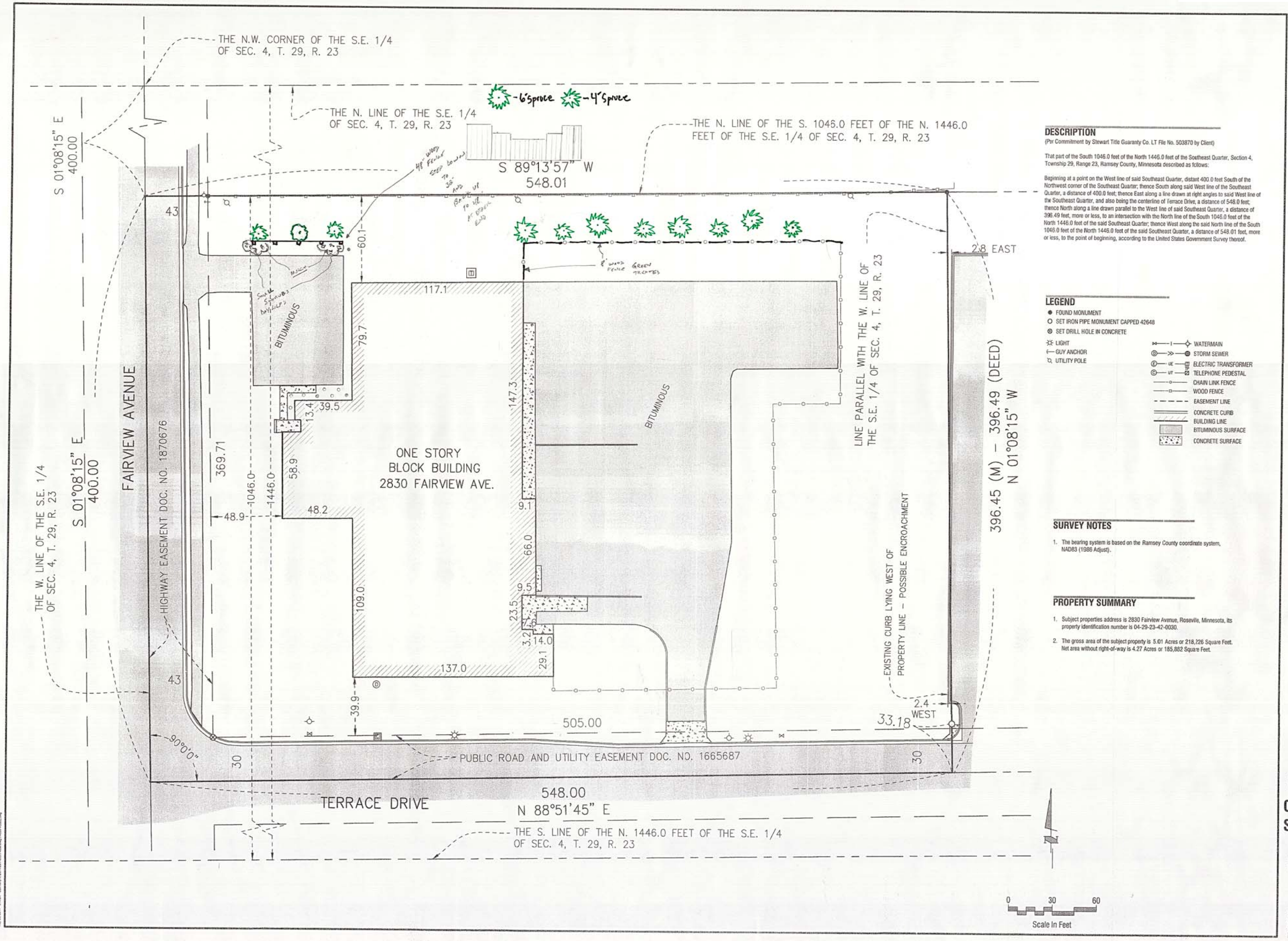
Regarding buffers between residential and commercial properties along this area, Mayor Roe noted the need for a broader discussion in the near future across the entire zoning district; at which time any discussion of additional sidewalk segments would be more appropriate.

Roll Call

Ayes: Laliberte; McGehee; Willmus; Etten; and Roe.

Nays: None.

Attachment C



DESCRIPTION

(Per Commitment by Stewart Title Guaranty Co. LT File No. 503870 by Client)

That part of the South 1046.0 feet of the North 1446.0 feet of the Southeast Quarter, Section 4, Township 29, Range 23, Ramsey County, Minnesota described as follows:

Beginning at a point on the West line of said Southeast Quarter, distant 400.0 feet South of the Northwest corner of the Southeast Quarter; thence South along said West line of the Southeast Quarter, a distance of 400.0 feet; thence East along a line drawn at right angles to said West line of the Southeast Quarter, and also being the centerline of Terrace Drive, a distance of 548.0 feet; thence North along a line drawn parallel to the West line of said Southeast Quarter, a distance of 396.49 feet, more or less, to an intersection with the North line of the South 1046.0 feet of the North 1446.0 feet of the said Southeast Quarter; thence West along the said North line of the South 1046.0 feet of the North 1446.0 feet of the said Southeast Quarter, a distance of 548.01 feet, more or less, to the point of beginning, according to the United States Government Survey thereof.

LEGEND

- FOUND MONUMENT
- SET IRON PIPE MONUMENT CAPPED 42648
- SET DRILL HOLE IN CONCRETE
- LIGHT
- GUY ANCHOR
- UTILITY POLE
- WATERMAIN
- STORM SEWER
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- CHAIN LINK FENCE
- WOOD FENCE
- EASEMENT LINE
- CONCRETE CURB
- BUILDING LINE
- BITUMINOUS SURFACE
- CONCRETE SURFACE

SURVEY NOTES

1. The bearing system is based on the Ramsey County coordinate system, NAD83 (1986 Adjust).

PROPERTY SUMMARY

1. Subject properties address is 2830 Fairview Avenue, Roseville, Minnesota, its property identification number is 04-29-23-42-0030.
2. The gross area of the subject property is 5.01 Acres or 218,226 Square Feet. Net area without right-of-way is 4.27 Acres or 185,882 Square Feet.

HULT & HEBEISEN, P.A.

PO Box 37
Forest Lake, MN 55025

ph: (651) 464-3130
fax: (651) 464-4822
www.hultmn.com

Surveyors + Engineers + Wetland Specialists

Client
Bonnie and David Vogel
10684 Lansing Ave. N., Stillwater, MN 55082

Project
Boundary and Location Survey

Location
Part of Sec. 4, T. 29, R. 23, Ramsey Co. Minnesota

Certification

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.

Kelly L. Jordan
Registration No. 42648 Date: 5/08/2014

Summary

Designed:
Drawn: SLD
Approved: KLJ
Book / Page:
Phase:
Initial Issue: 05/08/2014

Revision History

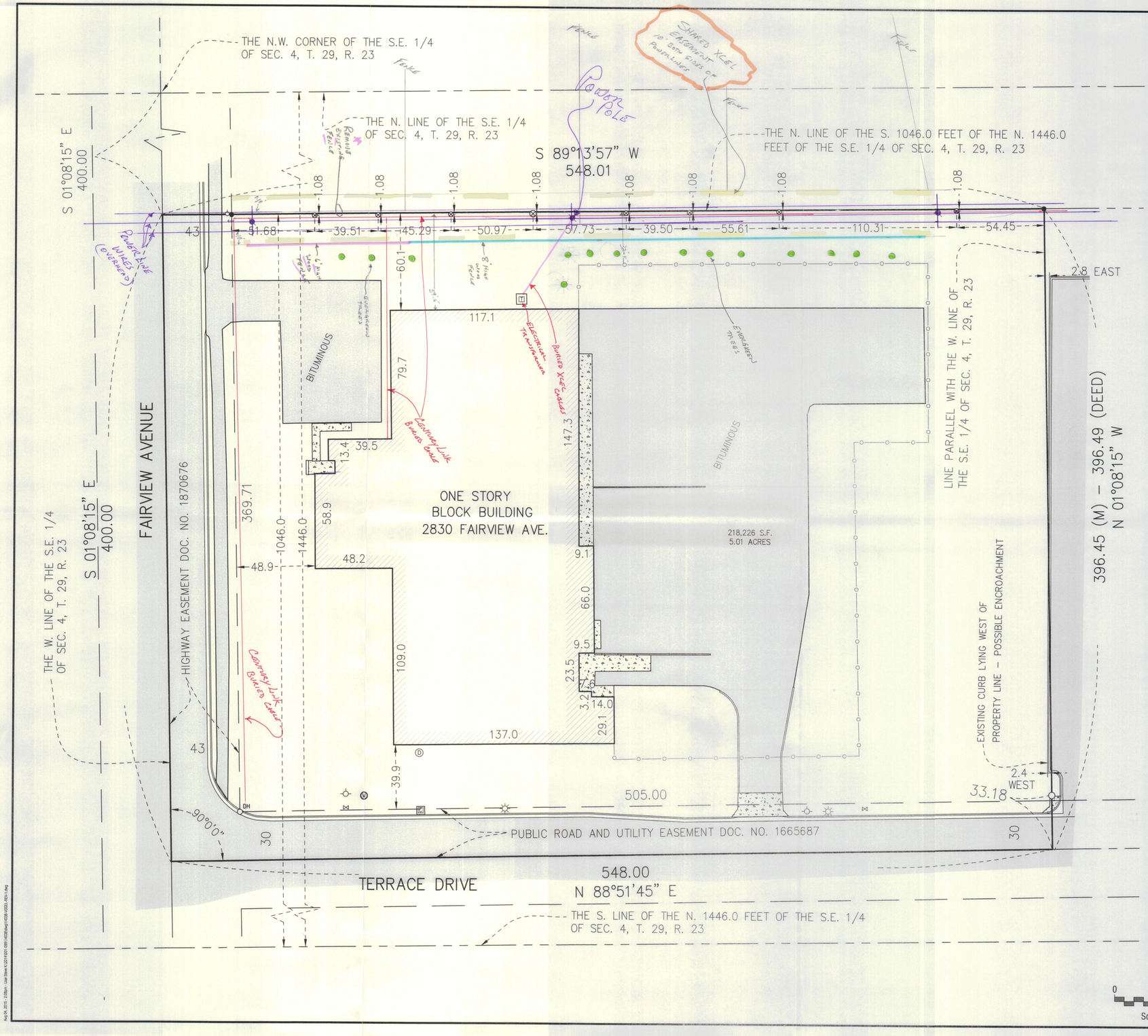
No. Date By Submittal / Revision

Sheet Title
Certificate of Survey

Sheet Number **Revision**

Project No. 14038

Attachment D



DESCRIPTION

(Per Commitment by Stewart Title Guaranty Co. LT File No. 503870 by Client)

That part of the South 1046.0 feet of the North 1446.0 feet of the Southeast Quarter, Section 4, Township 29, Range 23, Ramsey County, Minnesota described as follows:

Beginning at a point on the West line of said Southeast Quarter, distant 400.0 feet South of the Northwest corner of the Southeast Quarter; thence South along said West line of the Southeast Quarter, a distance of 400.0 feet; thence East along a line drawn at right angles to said West line of the Southeast Quarter, and also being the centerline of Terrace Drive, a distance of 548.0 feet; thence North along a line drawn parallel to the West line of said Southeast Quarter, a distance of 396.49 feet, more or less, to an intersection with the North line of the South 1046.0 feet of the North 1446.0 feet of the said Southeast Quarter; thence West along the said North line of the South 1046.0 feet of the North 1446.0 feet of the said Southeast Quarter, a distance of 548.01 feet, more or less, to the point of beginning, according to the United States Government Survey thereof.

LEGEND

- FOUND MONUMENT
- SET IRON PIPE MONUMENT CAPPED 42648
- SET SPIKE
- SET DRILL HOLE IN CONCRETE
- LIGHT
- GUY ANCHOR
- UTILITY POLE
- EXISTING WELL
- WATERMAIN
- STORM SEWER
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- CHAIN LINK FENCE
- WOOD FENCE
- EASEMENT LINE
- CONCRETE CURB
- BUILDING LINE
- BITUMINOUS SURFACE
- CONCRETE SURFACE

SURVEY NOTES

1. The bearing system is based on the Ramsey County coordinate system, NAD83 (1986 Adjust).

PROPERTY SUMMARY

1. Subject properties address is 2830 Fairview Avenue, Roseville, Minnesota, its property identification number is 04-29-23-42-0030.
2. The gross area of the subject property is 5.01 Acres or 218,226 Square Feet. Net area without right-of-way is 4.27 Acres or 185,882 Square Feet.

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Client
Bonnie and Davie Vogel

10684 Lansing Ave. N., Stillwater, MN 55082

Project
Boundary and Location Survey

Location
Part of Sec. 4, T. 29, R. 23, Ramsey Co. Minnesota

Certification

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.

Kelly L. Jordan
Registration No. 42648 Date: 8/04/2015

Summary

Designed: SLD
Drawn: SLD
Approved: KLJ
Book / Page:
Phase:
Initial Issue: 05/08/2014

Revision History

No.	Date	By	Submittal / Revision
1	05/14/2014	KLJ	Existing Well Location
2	08/04/2015	SLD	P.O.L. spikes on N. line

Sheet Title
Certificate of Survey

Sheet Number **Revision**

Project No. 14038

Attachment_E

NEIGHBORS' PROPOSAL FOR LANDSCAPING AT 2830 FAIRVIEW (VOGEL SHEETMETAL)

16 conifer/evergreen (Bonnie had 15 on her plan so I've only added one)

Add 5 Over-story/canopy deciduous of ? type. (Thomas had included an Autumn Blaze Maple in the front on previous plan.)

FENCING. The specs for the fence to the East are: 96" treated pine (or cedar per Vogel's preference): 1 x 6 x 8' s4s boards, mounted on four 2 x 8 x 8' s4s, one 2 x 4 x 8' s4s, and 6 x 6 rough sawn posts set in concrete footing. Fence to have a 2 x 8 s4s top cap. All rails to be fastened with a power driven ring shank 16d nail. All boards to be fastened with a power driven ring shank 6d nail.

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 23rd day of June 2014 at 6:00 p.m.

The following Members were present: Laliberte, McGehee, Willmus, Etten, Roe; and the following Members were absent: None.

Council Member Willmus introduced the following resolution and moved its adoption:

RESOLUTION NO. 11160
A RESOLUTION APPROVING A TEMPORARY LIMITED PRODUCTION AND PROCESSING FACILITY AS AN INTERIM USE AT 2830 FAIRVIEW AVENUE (PF14-012)

WHEREAS, Vogel Sheetmetal, Inc. has applied for approval of the proposed temporary sheetmetal fabrication facility as an INTERIM USE in conjunction with BDLM Vogel Properties, LLC, owner of the property at 2830 Fairview Avenue; and

WHEREAS, the property at 2830 Fairview Avenue is legally described as:

PIN: 04-29-23-42-0030

That part of the South 1046.0 feet of the North 1446.0 feet of the Southeast 1/4, Section 4, Township 29, Range 23, Ramsey County, Minnesota described as follows:

Beginning at a point on the West line of said Southeast 1/4, distant 400.0 feet South of the Northwest corner of the Southeast 1/4; thence South along said West line of the Southeast 1/4, a distance of 400.0 feet; thence East along a line drawn at right angles to said West line of the Southeast 1/4, and also being the centerline of Terrace Drive, a distance of 548.0 feet, thence North along a line drawn parallel to the West line of said Southeast 1/4, a distance of 396.49 feet, more or less to an intersection with the North line of the South 1046.0 feet of the North 1446.0 feet of the said Southeast 1/4; thence West along the said North line of the South 1046.0 feet of the North 1446.0 feet oft he said Southeast 1/4, a distance of 548.01 feet, more or less, to the point of beginning, according to the United States Government Survey thereof.

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed INTERIM USE on June 4, 2014, voting 6 – 0 to recommend approval of the use based on testimony offered at the public hearing as well as the information and analysis provided with the staff report prepared for said public hearing; and

WHEREAS, the Roseville City Council has determined that approval of the proposed INTERIM USE will not result in adverse impacts to the surrounding properties based on the following findings:

a. The proposed limited production and processing use would not be expected to have significant negative effects on the land because the byproduct of the proposed light sheetmetal fabrication would be recyclable scrap metal;

b. The INTERIM USE does not constitute an excessive burden on streets, parks, or other facilities because The main operations (i.e., office activities and limited sheetmetal fabrication activities) of the facility would be conducted indoors, and the traffic volume from deliveries and installation crews should be considerably less than the former distribution use of the property; and

c. Noise from fabrication of ducts and other sheetmetal accessories stands to be the only potential nuisance for surrounding property owners, and §1011.02 (Environmental Regulations) of the City Code requires all uses to comply with regulations pertaining to noise and other environmental considerations. By meeting these requirements, the proposed limited production of sheetmetal ducts and accessories would not be injurious to the surrounding neighborhood or otherwise harm the public health, safety, and general welfare.

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the proposed temporary limited production and processing facility as an INTERIM USE in accordance with Section §1009.03 of the Roseville City Code, subject to the following conditions:

a. The applicant shall install opaque fencing of 6' – 8' in height and coniferous plantings or landscaping along the northern edge of the property; and

b. The approval shall expire, and the sheetmetal fabrication shall cease, by 11:59 p.m. on June 30, 2019, or upon the earlier cessation of the business, unless limited production and processing is allowed to continue through renewed approval as an INTERIM USE or by virtue of more permanent approval(s) (e.g., ZONING CHANGE, CONDITIONAL USE, etc.), whichever comes first.

c. Doors shall be closed during operation.

AND BE IT FURTHER RESOLVED, by the Roseville City Council that representatives of the property owner and the applicant shall sign the form attached to this resolution to acknowledge that each has received, reviewed, and understood the terms and conditions of the approval and agrees to abide by said terms and conditions prior to commencement of the drive-through activity.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member Etten and upon vote being taken thereon, the following voted in favor: Laliberte, McGehee, Willmus, Etten, Roe;
and none voted against.

WHEREUPON said resolution was declared duly passed and adopted.

Resolution approving limited production and processing as an interim use at 2830 Fairview Avenue (PF14-012)

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 23rd day of June 2014with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of June 2014.

Patrick Trudgeon, City Manager

(SEAL)

Resolution approving limited production and processing as an interim use at 2830 Fairview Avenue (PF14-012)

I, the undersigned, do hereby acknowledge that I have received, reviewed, and understand the attached and foregoing extract of minutes of a regular meeting of the Roseville City Council held on the 23rd day of June 2014 and that I agree to abide by the terms and conditions of the approval as they apply to the temporary limited production and processing facility at 2830 Fairview Avenue.

Representative of BDLM Vogel Properties, LLC

Bonnie L. Vogel, Chief Manager
printed name and title

Bonnie L. Vogel — 6/26/14
signature — *date*

Representative of Vogel Sheetmetal, Inc.

Bonnie L. Vogel, CEO
printed name and title

Bonnie L. Vogel — 6/26/14
signature — *date*

ROSEVILLE

REQUEST FOR CITY COUNCIL ACTION

Agenda Date: **08/24/2015**
Agenda Item: 15.a

Department Approval

City Manager Approval

Item Description: Consultant Check-Back Regarding Draft Tree Preservation Ordinance Amendments

BACKGROUND

On July 6, 2015, Ben Gozola and Mark Rehder, the consultants for the proposed amendments to Section 1011.04, Tree Preservation and Restoration in all Districts, were present to listen and discuss with the Planning Commission and City Council tree preservation, replacement, and other associated items (see attachment A). At the conclusion of the meeting the City Council requested a check-back prior to the proposed amendments being forwarded to the Planning Commission for public hearing and a recommendation.

This evening Ben Gozola is present to review and discuss the draft amendments as proposed in the attached document. Please see Attachment B from Mr. Gozola, which provides an overview of the work completed since the July 6 City Council Meeting. The draft proposal can be found as Attachment C.

SUGGESTED CITY COUNCIL ACTIONS

Provide the consultant with further direction regarding proposed text amendments to Section 1011.04, Tree Preservation and Restoration in all Districts.

Prepared by: **City Planner Thomas Paschke - 651-792-7074 | thomas.paschke@ci.roseville.mn.us**

Attachments:
A: 070615 Minutes
B: Overview memorandum
C: Draft tree preservation amendments

EXTRACT FROM THE JOINT MEETING OF CITY COUNCIL AND PLANNING COMMISSION RELATED TO TREE PRESERVATION

Ben Gozola, Sambatek and Mark Reeder, S & S Tree Service

Mr. Gozola introduced Mark Reeder from S & S Tree Service, with each consultant providing a brief personal biography and a history of their company and services they provided. Mr. Gozola advised that he would be involved in the process and ordinance writing for each objective; with Mr. Reeder providing detailed expertise on tree preservation and replacement.

Taking the lead in the presentation, Mr. Gozola advised that the intent was two-fold: to exactly understand what the community wished to accomplish, and general approaches based on feedback from the City Council tonight to reach an understanding. Mr. Gozola noted each community was different and provided examples of other communities and their variable foci. Mr. Gozola advised that he had researched meeting minutes from the City as part of his background information provided during this presentation and his findings of areas for discussion to glean a better understanding of the community.

At the request of Chair Boguszewski, Mr. Gozola confirmed that woodland preservation areas included both private and public properties; frequently identified through GIS mapping; and ecologically rated by species.

Councilmember McGehee noted the need to consider Roseville as a flyway area for migratory song birds over Minneapolis to Langton Lake and surrounding areas where quality vegetation is needed.

Mr. Gozola reviewed tree ordinances for the cities of Minnetonka, Savage, and Farmington among others and their specific approaches.

Chair Boguszewski expressed interest in the tree bank program as a concept he'd be interested in pursuing if moving in that direction in addressing replacement rates and incentives for woodland protection and tree "banking" credits.

Commissioner Daire opined it seemed presumptive to have to replace or take the base line as it is now and anything coming later was referred back to that baseline, making it implicit that there was no consideration of or underlying idea that the current status is enough. Commissioner Daire suggested consideration also should be given to air quality, amount of shade, sunlight penetration you can use to define where or if you need additional foliage, and other issues as well.

Mr. Gozola noted that this was getting to the heart of discussion, and sought to hear goals or what the City Council and Commission wished to accomplish; at which point he would work with staff to draft an ordinance to achieve those specific goals.

Commissioner Murphy asked if any cities had a concept to put trees somewhere beyond a development like park; and opined that would have been nice alternative to have available with the recent Pizza Lucé development and nearby Oasis Park that could have benefitted.

In his role serving as a Planner for the City of Victoria during a transitional period, Mr. Gozola advised that they allowed that concept in other areas of the community if no place was available on the existing project site, even though their ordinance was very strict.

Councilmember McGehee suggested the use of trees along freeways as sound barriers, which had been considered in past discussions.

Chair Boguszewski noted the issues brought up so far involved symmetric as mentioned by Commissioner Daire and a rationale for establishing goals.

Mr. Reeder noted other ideas in communities, and software applications to establish a baseline, such as by addressing canopy coverage vacillating, to consider where to go in the future.

Commissioner Daire spoke in support of that approach.

Chair Boguszewski opined that underpinning the whole concept, the key seemed to allow part of the comprehensive plan to involve a quantitative plan by holding a broader public discourse around the entire concept and not just the city deciding they have authority of trees in a private yard, but agreeing to a good, long-term goal for the entire community. Chair Boguszewski opined that it certainly made things more palatable rather than his initial concerns that a tree ordinance was within the realm of government overreach.

Mr. Gozola continued with examples from other communities, including addressing either mechanism during development and/or construction (Maple Grove), limiting tree preservation to a subdivision versus zoning ordinance (Plymouth), or cash in lieu of tree removal or restoration (Minnestrista).

As outlined in Attachment A of Sambatek's memorandum dated July 6, 2015, Mr. Gozola reviewed his current project understanding and observations of the community's current status.

Chair Boguszewski noted the points discussing flexibility on the part of the community and the overarching goal of why to keep or increase trees as part of the educational piece as well.

Mayor Roe noted the need to justify any city ordinance with some kind of policy.

While hearing a lot about tree preservation from Planning Commission discussions, Councilmember Willmus stated his observation of their deliberations was based on how they were interpreting the letter of the law with the zoning code and comprehensive plan. However, Councilmember Willmus noted that the Tree Board, as a role of the Parks & Recreation Commission, had not yet been heard from, and expressed his desire to make sure they weighed in on this discussion as a vital part of the equation.

During his eight year tenure with the City, City Manager Trudgeon advised that he was not aware of the Tree Board being involved much or being aware of their actual role. However, going forward, Mr. Trudgeon advised that he would incorporate them into these discussions.

Councilmember McGehee opined that Public Works was also part of the equation, as this involved the entire city, whether private trees, right-of-way or boulevard trees, or those located in parks or general common spaces. Councilmember McGehee opined that some of the issues of importance to her included grouping trees or massing them to identify certain areas; recognizing the flyway migratory areas; retaining vegetation in natural areas; diversity with boulevard tree planning, as well as its spacing for maintenance and to ensure tree survival, and how to address use of underground stormwater storage in irrigating trees. Councilmember McGehee also noted her concerns heard from residents in their lack of confidence with tree inspections requiring the expensive removal of apparently diseased trees, and subsequent discovery when analyzed by the U of MN that they were not actually diseased at all. Councilmember McGehee expressed her lack of support for planting elsewhere in lieu of the immediate development area, opining that provided nothing but wasteland in some areas and overcrowding in other areas. Councilmember McGehee further noted a recent newspaper article about one old growth tree species (the state's largest Butternut tree) in the community that needed to be preserved.

Councilmember Willmus agreed with Councilmember McGehee in the need to call attention to old growth trees, with much of the tree planning occurring as the community grew from farmland to residential during the 1950's through 1970's; and impressive growth achieved without any actual tree preservation plan in place. During the Pulte Housing Development project, Councilmember Willmus admitted it had served as a real eye opener for the City Council in clear-cutting that area for

development and replacing those trees that may be found lacking from some perspectives. Councilmember Willmus clarified that he was not interested in an ordinance governing or requiring a private resident to cut down an old tree or having to approach City Hall to get a replacement tree permit, but was more concerned with an ordinance addressing subdivisions or redevelopment and consistent and fair questions to ask as part of that process.

While recognizing that the Planning Commission as a body didn't have authority over what the City Council ultimately adopted as an ordinance, Chair Boguszewski noted the individual comments of commissioners, and their willingness to serve on a task force or advisory board to assist the City Council in their efforts.

Mayor Roe noted that got back to the balance question and what triggered enforcement; and his tendency to agree with Councilmember Willmus' interest in a reasonable approach to promote adding trees, but recognizing while there may not be much old growth from a technical sense, the community still had some significant trees.

Councilmember Etten agreed that it was necessary to decide the City's purpose in having such an ordinance, with an excellent list available in the annual Arbor Day Resolution addressing the City's regulatory function and benefits for the community and its overall health and public good. Councilmember Etten noted the involvement of the Tree Board as part of the Emerald Ash Borer (EAB) infestation; and encouraged Mr. Gozola and Reeder to review the staff RCA prepared for the November 17, 2014 and past discussions. While perhaps not being a desirable species, Councilmember Etten noted there was value in a 70' tall Cottonwood tree as a significant tree, even though not considered a specimen tree, a common sight in Roseville. Councilmember Etten expressed his interest in incentives to preserve such trees; and noted his frustrations in not tying together a tree preservation plan drawing with the grading plan drawing during review of land use cases during the Planning Commission and City Council review, opining that they needed to go together to understand the overall impact of building in a readable format. Under current code, Councilmember Etten noted the negative potential to clear all trees in the right-of-way, such as evidenced near Lady Slipper Park on West Owasso Boulevard, but recognizing the positive impact with the replacement berm embankment and appreciation of it as a justification to clear the area, and not just because it happened to be on the right-of-way. Councilmember Etten noted the big impacts to neighborhoods, and solar considerations to address and how to balance those interests as part of the process.

In referencing the previously-noted Pulte Development, Councilmember McGehee noted the need to address tree protection during the construction process, and her concern in the impacts of the Oaks with compaction of their root mass during that construction process, without any guidelines in place to address that.

Councilmember Etten also addressed the Pizza Lucé development as an example and the lack of staff resources to continually monitor every development without professional assistance to maintain quality trees.

Councilmember Laliberte expressed her appreciation of this presentation and examples from other communities. Councilmember Laliberte stated her biggest concern was with the Pulte Project serving as a wake-up call for her in the potential for clear-cutting trees and starting from scratch. Councilmember Laliberte agreed that she was not interested in the city assessing or approving a private property owner's need to remove a tree for insurance and/or structure issues, nor in their being required to jump through hoops to accomplish that work, given the expensive nature of such a venture to remove a tree already. Councilmember Laliberte spoke in support of coordinating with various departments and commissions as an integrated part of the decision-making process for the City Council

and addressing where responsibilities lie and where final decisions were made; and whether current staffing or a different staffing model was indicated as part of the process moving forward.

City Manager Trudgeon thanked Councilmember Willmus for bringing the Tree Board to his attention; noting they did not currently have a direct role in reviewing tree preservation, which was often tied to development. However, Mr. Trudgeon noted the need to include their perspective related to shade trees, pests, and boulevard issues; and noted the need to reconcile their role with this discussion.

Mayor Roe opined that the City's first attempt at a tree preservation ordinance was good, but now it was time to refine it. As noted by Councilmember Etten and the discussion held in November of 2014, Mayor Roe opined that fairly reflected the thoughts of the City Council, and while there may be a difference of opinion among individual Councilmembers about ultimate triggers, the policy decision needed to be made. Mayor Roe indicated that to begin that process, a draft ordinance would provide something for the City Council to respond to, while hoping tonight's input had provided some parameter within which to start that work.

Mr. Gozola thanked the City Council for their overall direction, noting he was not hearing anything to indicate the points already pointed out were not out-of-line or off-base, but still grounded in what the City hoped to accomplish. Mr. Gozola thanked Planning Commissioners for their input as well; and expressed his interest in bringing all boards and departments into the consultation process. Since this is the first introductory meeting held, Mr. Gozola noted next steps would be to review this discussion with staff, define a cost to develop an ordinance, with nothing signed to-date; and bringing that proposal back to the City Council with a plan about how to get the city where they thought they wanted to go.

Mayor Roe opined that the preservation areas provided an interesting concept (e.g. Acorn Road) that may indicate different replacement rates, as well as credits for off-site replacement and/or tree "banking," all of which he found worthy to look at. Mayor Roe opined that the "cash in lieu of" for trees could fund those wanting to put up a tree and the ability to do so at a reduced cost, offering his interest in looking at that concept.

Based on earlier comments and what additional information was needed, Councilmember Laliberte noted the need to have all departments aligned and working together. Recognizing the position for a Forester posted earlier this year, Councilmember Laliberte noted the need to hear more options: whether a staff position was preferable, or an outside consultant or business; or whether the City's role was to get involved in the business or identifying good or bad trees beyond disease issues (e.g. EAB) to avoid being seen as "tree snobs."

Along those lines of good or bad trees, Councilmember McGehee noted the need to avoid encouraging planting of noxious invasive trees, but also providing a general list of trees that differentiated between native or non-native plantings rather than trying to define all tree species; but only those not serving to encroach further.

Attachment B

Sambatek

Engineering | Surveying | Planning | Environmental

Memorandum

DATE: 8/24/15

TO: Roseville City Council

FROM: Ben Gozola, AICP

SUBJECT: **Tree Preservation Ordinance Update**

Overview

As requested by the City Council at our last meeting on July 6th, Sambatek and S&S Tree Specialists have penned a draft Tree Preservation Ordinance for the City's consideration. As directed, we have brought our initial draft directly to Council to ensure we are on the right track before scheduling a public hearing. General goals we were asked to achieve included:

- *Needing to identify a solid purpose for the regulations.*
- *Categorize by tree type in some manner (i.e. High Quality Trees, Common Trees, Less Desirable Trees, Remove/Prohibited), but be more generalized in what we're protecting (recognizing the public wants a 24" Cottonwood protected just as much as a 24" Oak).*
- *Provide incentives to preserving trees.*
- *Require an easy-to-read and understand "tree loss" plan with development applications (i.e. the tree inventory + grading plan impacts = tree preservation plan).*
- *Consider limiting allowed removals (i.e. don't allow all trees in planned ROW to be removed outright).*
- *Require tree protection fencing during development*
- *Don't make individual property owners jump through permitting hoops to remove trees*
- *Ensure proper City review both before and after development.*
- *Consider implementing a cash-in-lieu of trees program that could fund trees for public grounds, open space, boulevards, or even a subsidized program for private plantings.*

First Draft

The initial draft is organized as follows

(A) Intent and Purpose – The intent and purpose section draws from both the existing ordinance and the City's past Arbor Day resolutions to explain why these regulations are necessary.

(B) Applicability – Rather than tie these new regulations to a term like "land alteration," we've elected to identify already existing permit applications that would trigger tree preservation requirements:

a. Platting, re-platting, or any lot division;

b. Any building permit for a new principal structure, or any building permit that would expand the footprint of an existing principal structure by more than 50%;

c. Demolition permits that would remove 50% or more of a principal structure;

d. A grading permit that would disturb (an as-of-yet determined) amount of ground cover or relocate an (an as-of-yet determined) amount of dirt.

Each of the above application types would need to provide a tree preservation plan set prior to the application being deemed "complete" City staff.

(C) Exemptions – to ensure clarity on things that are not covered by this ordinance, we list upfront that tree removal for city public improvement projects or repairs AND emergency removal of trees to protect public health are outright allowed and are not subject to tree preservation or replacement standards.

(D) Trees Required to be Inventoried – In recognition that the general public values green vegetation and isn't necessarily fixated on the quality of trees, we have deviated from inventorying only specific tree types in favor of inventorying ALL trees that meet a minimum size regardless of their health or quality.

(E) Tree Classifications – Whereas subsection "D" identifies everything that must be inventoried, this section recognizes that not all inventoried trees will carry the same level of importance. Getting back to the fact that "a tree is a tree" in the eyes of the public, large trees (regardless of species) are given higher classifications than smaller trees. Note that small trees that are either rare or of exceptional quality can be assigned a higher classification if deemed exceptional by a forester, or if approved by the City Forester to be a focal point of a development.

Per the proposed language, the following trees would be exempt from the inventory:

a. Invasive Species that must be removed anyway;

b. A tree suffering from a major insect infestation or pathological problem that cannot be resolved;

c. A tree experiencing extensive decay or hollow;

d. A tree that has suffered damage or is in poor coition such that its life expectancy is less than ten (10) years.

(F) Incentive Multipliers – "Incentive Multipliers" are essentially replacement rates for each classification type, but we are also using them to provide bonuses when trees are preserved over and above what is required. We demonstrate how they function within subsection (G).

(G) Tree Preservation Plan Set Required – This section details what plans sets must be provided with the triggering application. Things to note about this section include:

a. We are suggesting the City no longer allow a surveyor to prepare the plans as such inventories often times include misidentified trees, and expertise is needed to identify "exempt" trees.

b. Two years would be the validity period for a tree inventory.

c. The four components of the required plan will bring clarity to the tree preservation process. At its core, this process will identify what exists *before* activities occur, what areas will be impacted by the proposed activity, and what the site will look like following activity. A required matrix (example below) will provide staff with an easy-to-reference summary of what is required on any given site.

	Number of Trees	Number of Caliper Inches	Allowed Removal %	Allowed Removal in Inches	Actual Removal in Inches	Net Removal or Net Preservation	Incentive Multiplier	Final
Heritage	*3*	*120*	*15%*	*18*	0	*18*	*2*	*36*
Specimen	*5*	*60*	*35%*	*21*	-30	*-9*	*1*	*-9*
Common	*8*	*48*	*35%*	*17*	-48	*-31*	*0.5*	*-16*
Exempt	*12*	*64*	*100%*	*64*	-64	*0*	*0*	*0*
Total:	**28**	**292**		*120*	*-142*	*-22*		**11**

(H) Tree Preservation Simplified Plan Set – Mimicking current code, a simplified plan set will still be permissible in certain circumstances. For this section, we have elected to get more specific on what information must be provided, and have created a graphic to illustrate the City's intent and make understanding this subsection simple and straightforward. We have also included language that will allow these plan sets when minimal tree loss will clearly be within the allowed removal thresholds to save residents money when issues are very straightforward.

(I) Allowable Tree Removal – The major concerns we heard about the current tree preservation ordinance focused more on process than on results, so we've elected in this section to keep existing replacement rates. Note that while 35% of both "significant" and "common" trees may be removed, the incentive multipliers (1.0 and 0.5 respectively) will encourage developers to preserve larger trees over smaller trees.

We are currently running various numbers against two recent developments to see how this system would have worked in the field, and may suggest changes at a later time.

(J) Replacement Tree Specifications – Replacement tree requirements largely mimic existing standards. Suggested improvements to this section include putting the City in charge of determining replacement trees when heritage trees are removed (thereby providing another disincentive to heritage tree removals), and allowing the applicant to suggest all other replacement types subject to review and approval by the City.

Other things accomplished in this section include:

a. As requested, replacement trees will now count towards required landscaping.

b. Subsection (7) spells out *where* replacement trees must be planted. Importantly, we are currently requiring all plants to be placed on-site unless a certain condition exists (impractical, inappropriate, or counterproductive). In those cases, trees may be planted on boulevards or other public lands as directed by the City, or the applicant may provide cash-in-lieu of replacement inches.

By policy, we would recommend all such funds be placed in a special City Tree Fund used specifically to fund the planting of trees where needed throughout the community (public lands, boulevards, etc). A second idea floated that we would encourage is to set up a "City Beautiful" grant program that would subsidize a portion of tree costs for private residents. Such a policy should require trees to be planted in front yards or areas highly visible to the public on a given property.

(K) Tree Protection Required – Tree protection fencing requirements established in this section are largely similar to existing requirements with the following exceptions:

a. We are proposing new pruning standards for oak and elm trees which include flexibility should pruning need to be done during prohibited time frames.

b. We dis-incentivize after-the-fact/unplanned loss of trees by upping replacement rates by ½ inch for every inch removed for each category of tree.

c. If an unplanned tree is lost due to development, we are requiring the applicant to provide a planting plan showing how they will conform to the replacement penalty.

(L) Certification of Compliance with Approved Landscape Plan – this is unchanged existing language.

(M) Warranty Requirement – this is unchanged existing language.

(N) Entry on Private Property and Interference with Inspection – this is unchanged existing language.

Next Steps

Sambatek and S&S Tree Specialists will utilize the additional feedback we receive on the 24th to draft a final ordinance to be considered at a public hearing before the Planning Commission. Because the proposed language represents a substantial reorganization of the existing rules, the ordinance will be drafted to simply repeal all of existing Section 1011.04, and replace it with the new language.

We look forward to seeing you on the 24th!

Attachment C

City of Roseville

DRAFT Tree Preservation Ordinance

City Council Review

8-24-15

Definitions Needed (work in progress):

Caliper Inch Measurement *– The standard of tree trunk measurement for replacement trees. The caliper inch measurement of the trunk shall be taken at six (6) inches above the ground for trees up to and including four (4) inch caliper size, and twelve (12) inches above the ground for trees larger than four (4) inch caliper.*

Coniferous/Evergreen Tree – *A woody plant having foliage on the outermost portions of the branches year-round which at maturity is at least twelve (12) feet or more in height. Tamaracks and Larch are included as coniferous tree species.*

Deciduous Tree *– A woody plant, which sheds leaves annually, having a defined crown and at maturity is at least fifteen (15) feet or more in height.*

Diameter Breast Height (DBH). *The diameter of trees at breast height, measured 4 ½ feet (54 inches) above the ground.*

Ground Cover – (TBD)

Invasive*. Any tree species that is not native to Minnesota or its regional ecosystem that can spread or be spread into any non-cultivated soil site and establish itself, expanding the plant species' population by its own volition and generally harm, destroy or prevent native plants. Invasive tree species include Norway Maple, Black Locust, Amur Maple, Siberian Elm, and Buckthorn.*

Typical Root Protection Zone – *A circle radius around a tree in feet equal to 1.25 times the tree's diameter breast height for both deciduous and coniferous trees.*

1011.04 Tree Preservation and Restoration in All Districts

A. Intent and Purpose

The City of Roseville recognizes that trees are a significant element of the community given their beauty (adding color and interest to the urban landscape, and being a source of joy and spiritual renewal for many), their importance to the environment (purifying air and water, helping to conserve soil and energy, reduction of noise and energy consumption, and providing valuable habitat for all kinds of wildlife), and their positive impact on property values (by providing buffering, protection of privacy, and a unique sense of place within neighborhoods).

The purpose of this section is to protect and promote this important resource by:

1. Ensuring trees are protected when they are most vulnerable: during times of development;
2. Establishing reasonable requirements for replacement of significant trees lost due to development;
3. Incentivizing the protection and planting of trees at all times for the benefits they provide;
4. Instituting plan requirements to ensure tree losses can be identified prior to development, and that adequate replacement plantings will occur following land disturbances;
5. Providing for fair, effective, and consistent enforcement of the regulations contained herein.

B. Applicability

The regulations in this section shall apply to any individual, business or entity that applies for one of the following permits or approvals:

1. An application for platting, re-platting, or any lot division application that will result in the creation of one or more new parcels; and
2. A building permit application to construct a new principal structure or seeking to expand the footprint of an existing principal structure by more than 50%;
3. A demolition permit seeking to remove more than 50% of a principal structure in anticipation of immediate or future redevelopment.
4. A grading permit seeking to add, remove, or relocate more than __ cubic yards of dirt, or disturb more than _____ square feet of ground cover.

C. Exemptions

The following activities are exempt from the requirements of this Section:

1. Tree removal related to city public improvement projects or repairs;
2. Emergency removal of a tree or trees to protect public health.

D. Trees Required to be Inventoried

All deciduous trees measuring a minimum of six (6) inches at Diameter Breast Height (DBH), and all coniferous trees that are twelve (12) feet or more in height, shall be identified on the tree preservation plan sets required by this section.

E. Tree Classifications

All trees required to be inventoried shall be assigned a classification as follows:

1. **Heritage Trees:**
    a. All deciduous trees measuring equal to or greater than twenty-seven (27) inches at DBH, and all coniferous trees measuring equal to or greater than fifty (50) feet in height.
    b. A smaller tree can be considered a heritage tree if:
        i. A registered forester or certified arborist determines it is a rare or unusual species or of exceptional quality, or
        ii. If it is specifically used by a developer as a focal point in a development project, and the Community Development Department concurs with the designation given the tree's location, species, and/or likelihood to become a prominent feature of the development.
2. **Significant Trees:**
    a. All deciduous trees with DBH measurements of twelve (12) inches or greater, but less than twenty-seven (27) inches.
    b. All coniferous trees that are twenty-five (25) feet tall or greater, but less than fifty (50) feet in height.
3. **Common Trees:**
    a. All deciduous trees with DBH measurements of six (6) inches or greater, but less than twelve (12) inches.
    b. All coniferous trees that are twelve (12) feet tall or greater, but less than twenty-five (25) feet in height.
4. **Exempt:**

    In lieu of one of the above classifications, an inventoried tree may be classified as "Exempt" if a registered forester or certified arborist certifies that one or more of the following conditions are met:

    a. The tree is identified as an Invasive Species and must be removed.
    b. The tree suffers from a major insect or pathological problem that cannot be resolved;
    c. The tree is experiencing extensive decay or hollow; or

d. The tree has suffered damage or is in poor condition such that it has a life expectancy of less than ten (10) years.

F. Incentive Multipliers

To incentivize the protection and preservation of the most important trees within the community, the following incentive multipliers are to be used against the net preservation or loss shown on a tree preservation plan as required in Section 1011.04(G):

1. Heritage Trees: 2.0

2. Significant Trees: 1.0

3. Common Trees: 0.5

G. Tree Preservation Plan Set Required

At the time of application for preliminary plat, grading permit, demolition permit or building permit which includes the demolition of a principal structure; a tree preservation plan meeting the following requirements, or a simplified plan set as outlined in 1011.04(H), shall be submitted by the applicant (failure to provide a complete tree preservation plan set shall be grounds to deem an application incomplete):

1. The tree preservation plans shall be prepared and signed by a registered forester or certified arborist.

2. The preparation date of all tree preservation plan components shall not precede the date of application by more than two (2) years.

3. The tree preservation plan set shall consist of four (4) components.

a. An **overall tree inventory** including the following information:

i. Location, diameter, unique identifier, and species of all trees on the site;

ii. Location, diameter, unique identifier, and species of all adjacent significant trees on adjacent property whose typical root protection zone extends on to the subject property.

iii. Trees on the subject property shall be tagged and numbered with the unique identifier assigned to the tree as part of the overall tree inventory.

b. A **disturbance plan** showing the overall tree inventory in relation to the following and including:

   i. Identification of which significant trees are:

      1. Protected, preserved, or undisturbed;

      2. Removed or disturbed (the typical root protection zone will be impacted); and

      3. Exempt [per Section 1011.04(E)(4)].

   ii. Proposed grading contours of the site.

   iii. Proposed location of building pads and other impervious surfaces being installed.

   iv. Proposed disturbance zones (due to construction, grading, utility installations and other development activities) as identified by cross-hatching or gray-colored shading on the plan.

   v. Identification of the typical root protection zone for all trees proposed for preservation, and for all inventoried off-site trees shown on the inventory.

   vi. Proposed locations and details of tree protection fencing to be installed for all trees to be preserved.

c. A **final planting plan** showing:

   i. The final inventory of existing trees to remain on-site following completion of all development activities.

   ii. Location, diameter, and species of all proposed replacement trees in conformance with Section 1011.04(J).

   iii. Location, diameter, and species of all required landscaping as required by Section 1011.03.

d. A **matrix of inventoried trees** that meets the following specifications:

   i. Data for each tree shall include:

      1. A unique identification number assigned to each tree that identifies the tree on the preservation plan sets;

      2. The tree's classification as defined in Section 1011.04(E);

      3. The tree's species or common name;

      4. The actual size of deciduous trees at diameter breast height; and for coniferous trees, the following diameter breast heights based on their classification:

         a. Heritage Coniferous Tree: 24 inches

         b. Significant Coniferous Tree: 16 inches

         c. Common Coniferous Tree: 8 inches

5. An indication as to whether the tree is intended for removal, intended to be preserved, or is exempt due to the condition of the tree or the location of the tree in an allowed removal area.

ii. A summary table shall be provided which includes the following:

1. The total number of inventoried trees on the site broken down by Heritage Trees, Significant Trees, Common Trees, and Exempt Trees;
2. The total number of diameter breast height inches on the site broken down into Heritage Trees, Significant Trees, Common Trees, and Exempt Trees;
3. The total number of allowed diameter breast height inches that can be removed without replacement per Section 1011.04(I);
4. The total number of diameter breast height inches planned for removal broken down by Heritage Trees, Significant Trees, Common Trees, and Exempt Trees;
5. The net diameter breast height inches being preserved or removed in relation to allowed removal for each tree type;
6. A denotation of the incentive multiplier for each tree type: Heritage Trees (x2), Significant Trees (x1), Common Trees (x0.5), and Exempt Trees (x0).
7. The final product of diameter breast height inches being preserved or removed multiplied by the incentive multiplier;
8. The final sum of removals and credits following consideration of the incentive multiplier. Final numbers reflect caliper inches.

Example Summary Table:

	Number of Trees	Number of Diameter Inches	Allowed Removal %	Allowed Removal in Inches	Actual Removal in Inches	Net Removal or Net Preservation	Incentive Multiplier	Final Caliper Inches
Heritage	*3*	*120*	*15%*	*18*	0	*18*	*2*	*36*
Specimen	*5*	*60*	*35%*	*21*	-30	*-9*	*1*	*-9*
Common	*8*	*48*	*35%*	*17*	-48	*-31*	*0.5*	*-16*
Exempt	*12*	*64*	*100%*	*64*	-64	*0*	*0*	*0*
Total:	**28**	**292**		*120*	*-142*	*-22*		**11**

H. Tree Preservation Simplified Plan Set

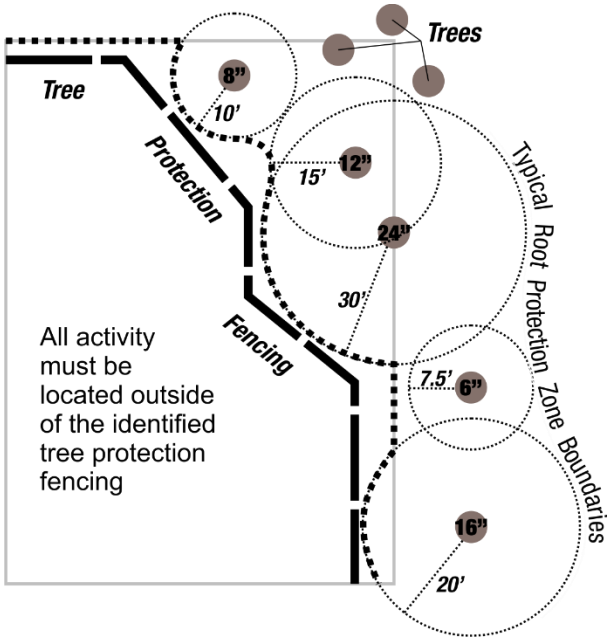
1. At the discretion of the Community Development Department, a simplified Tree Preservation Plan may be submitted when trees do not exist on the site or when no activity is planned within the typical root protection zone of existing trees. Simplified plans, when pre-approved for submittal, shall include the following information:

a. Location of trees (both on and adjacent to the property) and their typical root protection zones which form the boundary of vegetation being protected during the proposed activity;

b. Proposed grading contours of the site (if applicable);

c. Proposed location of building pads and other impervious surfaces being installed;

d. Proposed locations and details of tree protection fencing to be installed for all treed areas to be protected.



2. At the discretion of the Community Development Department, a simplified Tree Preservation Plan may also be submitted when a significant majority of trees will be preserved on a site, and the few trees to be impacted within the area of activity will clearly not exceed allowed removal thresholds.

3. An escrow as required by 1011.04(M) shall still be required for any activity which can be permitted with a simplified Tree Preservation plan set.

I. Allowable Tree Removal

1. In conjunction with platting, re-platting, or any lot division application that will result in the creation of one or more new parcels, the tree preservation plan set approved as part of the development shall dictate tree preservation requirements on all new lots until such time as the lots have been developed for their intended purpose.

a. Inventoried trees within right-of-way(s) or easement(s) that are being used for the installation of public streets, utilities, or storm water ponding areas may be removed without required replacement.

b. Of all remaining inventoried trees not exempt per Section 1011.04(I)(1)(a) above, up to 15% of the total DBH-inches of all Heritage trees, up to 35% of the total DBH-inches of all Significant trees, and up to 35% of the total DBH-inches of all Common trees may be removed without tree replacement or restitution subject to the incentive multipliers listed in Section 1011.04(F);

c. The required final planting plan shall identify the final allowed tree removal for each lot within the proposed development.

2. Properties that are subject to the Tree Preservation requirements of Section 1011.04 due to a requested building, demolition, or grading permit shall determine allowable removal based on the following:

a. If a tree preservation plan set was previously approved for the site within two (2) years of the application date, then the approved plan set shall dictate allowed removals on the lot.

b. If the subject lot is not party to a previously approved tree preservation plan set, then up to 15% of the total DBH-inches of all Heritage trees, up to 35% of the total DBH-inches of all Significant trees, and up to 35% of the total DBH-inches of all Common trees may be removed without tree replacement or restitution subject to the incentive multipliers listed in Section 1011.04(F).

J. Replacement Tree Specifications

1. Minimum sizes for replacement trees shall be:

a. Deciduous Trees: 3-inch caliper

b. Coniferous Trees: 6 feet in height

2. Replacement trees shall be from balled and burlapped, certified nursery stock as defined and controlled by MN Stat. 18.44 through 18.61, the Plant Pest Act, as may be amended from time to time. Replacement trees may also be from bare root stock, provided the trees are planted no later than May 15th in any year, and the planting is inspected by the City Forester or other local official as determined by the Community Development Department.

3. Replacement trees shall be covered by a minimum 2-year guarantee.

4. When heritage trees are removed, replacement tree options shall be as determined by the City Forester or other local official as determined by the Community Development Department.

5. Replacement trees for significant and common trees may be selected by the applicant, but all final planting plans shall be subject to review and approval by the City Forester or other local official as determined by the Community Development Department, who will determine whether the proposed trees are suitable to the site, are well placed, and accomplish local diversity goals.

6. Replacement trees may be utilized to meet landscaping and screening requirements if placement, species, and location are consistent with those requirements.

7. Replacement Tree Locations. Required replacement trees shall be planted on the site being developed unless doing so is deemed to be impractical (i.e. due to lack of space), inappropriate (available planting areas are not ideal for new plantings or would do little to enhance the site), or counterproductive to a property's intent (i.e. would entail too much screening for a retail business) as determined by the City Forester or other local official assigned by the Community Development Department. When such a determination is made, the applicant shall comply with replacement requirements in one of two ways:

a. As directed by the City, required replacement trees may be located on public boulevards or other public lands throughout the City if such lands are deemed to be available; or

b. The city may accept a payment of $100.00 per required caliper inch of replacement tree.

K. Tree Protection Required

All trees which are to be retained on a site shall be marked and physically protected from harm or destruction caused by soil compaction, equipment and material storage within the typical root protection zone, bark abrasions, changes in soil chemistry, out-of-season pruning, and root damage during construction.

1. Before any construction or grading of any development project occurs, a "safety fence" per the approved tree preservation plan shall be erected meeting the following requirements:

a. Must be at least 4 feet in height and staked with posts no less than every 5 feet.

b. Shall be placed around the typical root protection zone borders of woodlots and/or the typical root protection zone of trees to be preserved per the approved tree preservation plan.

c. Signs shall be placed along the fence line identifying the area as a tree protection area, and prohibiting development activities beyond the fence line.

2. The tree protection fencing shall remain in place until all grading and construction activity is terminated.

3. No equipment, construction materials, or soil may be stored within the typical root protection zone of any inventoried tree to be preserved.

4. Care must be taken to prevent a change in soil chemistry due to concrete washout and leakage or spillage of toxic materials such as fuels or paints.

5. Drainage patterns on the site shall not change considerably causing drastic environmental changes in the soil moisture content where trees are intended to be preserved.

6. Pruning of oak trees and elm trees shall be subject to the following requirements:

a. Pruning of Oak trees shall not occur from March 15th through July 1st.

b. Pruning of Elm trees shall not occur from April 1st through August 31st.

c. On a year to year basis, the City Council may alleviate or extend the above seasonal restrictions by resolution if, in its opinion, the same is necessary for the betterment of city wide oak and elm tree populations.

d. If pruning of either tree type is absolutely necessary during prohibited timeframes, the city shall be notified before work begins, and the landowner shall be required to seal all wounds with a proper wound sealing paint authorized by the City Forester or other local official assigned by the Community Development Department.

7. Unplanned Loss of Trees.

a. Any tree, not previously identified for removal, that is determined by the City Forester or other local official assigned by the Community Development Department to be destroyed or damaged as a result of development activity shall be replaced at the following rates:

Catagory	Replacement Rate
Heritage Trees	2.5
Significant Trees	1.5
Common Trees	1.0

b. Unauthorized tree removal which results in mandatory replacement shall require the applicant to prepare or update a final planting plan as required by Section 1011.04(G)(3)(c). Replacement plantings shall only occur once authorized by the City Forester or other local official assigned by the Community Development Department.

L. Certification of Compliance with Approved Landscape Plan

Upon completion of construction activity and/or required landscaping, the Developer shall notify the City and request an inspection of the work. Following the inspection, the City shall notify the Developer that additional work is still required, or issue a letter finding that all plantings have been satisfactorily completed. The required warranty period for plantings shall begin on the date of the issued satisfactory completion letter.

M. Warranty Requirement

1. New Development Sites: the Developer shall provide a financial guarantee, in a form satisfactory to the City, prior to the approval or issuance of any permit for land alteration

a. The amount of the guarantee shall be 125% of the estimated cost to furnish and plant replacement trees. The estimated cost shall be provided by the Developer subject to approval by the City. The estimated cost shall be at least as much as the reasonable amount charged by nurseries for the furnishing and planting of replacement trees. The City reserves the right in its sole discretion to determine the estimated cost in the event the Developer's estimated cost is not approved.

b. The security shall be maintained for at least 2 years after the date that the last replacement tree has been planted. Upon a showing by the Developer and such inspection as may be made by the City, that portion of the security may be released by the City equal to 125% of the estimated cost of the replacement trees which are alive and healthy at the end of such year. Any portion of the security not entitled to be released at the end of the year shall be maintained and shall secure the Developer's obligation to remove and replant replacement trees which are not alive or are unhealthy at the end of such year and to replant missing trees. Upon completion of the replanting of such trees the entire security may be released.

2. Development or Redevelopment of Existing Lots: The developer shall provide a cash escrow in the amount of $500.00 to guarantee compliance with the requirements of this Ordinance. Said security shall be released upon certification of compliance by the developer to the satisfaction of the City. Notwithstanding the foregoing, no portion of the security shall be released while there are unsatisfied Developer's obligations to indemnify the City for any expenses in enforcing this requirement.

3. The City may retain from the security required above as reimbursement an amount expended by the City to enforce the provisions of this Section.

N. Entry on Private Property and Interference with Inspection

The Community Development Department may enter upon private premises at any reasonable time for the purposes of enforcing the regulations set forth in this Section. No person shall unreasonably hinder, prevent, delay, or interfere with the Community Development Department while engaged in the enforcement of this Section.

REQUEST FOR COUNCIL ACTION

Date: August 24, 2015
Item No.: 15.b

Department Approval

City Manager Approval

Item Description: Discussion of 2015-2017 Policy Priority Planning Document

BACKGROUND

At the June 22 City Council meeting, the City Council adopted the Policy Priority Planning document that identified two strategic priorities to be focused on over the next 18 months. The two priorities were Housing and Redevelopment and Infrastructure Sustainability. The City Council instructed staff to bring back the document for further discussion and decisions on identifying targets and initiatives for the identified priorities. Attachment A includes the approved document. The City Manager has included the previously identified targets and initiatives in the table for information purposes.

POLICY OBJECTIVE

Adopting strategic priorities will provide the City Council and staff direction in providing City services and programs in a planned and targeted way.

FINANCIAL IMPACTS

There are not any costs for further discussion of the Policy Priority Planning document. As the priorities are executed, any new costs will need be included in future budgets.

STAFF RECOMMENDATION

The City Council should discuss and decide on possible targets and initiatives that will implement the identified strategic priorities.

REQUESTED COUNCIL ACTION

The City Council should discuss and decide on possible targets and initiatives that will implement the identified strategic priorities.

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

Attachments: A: Policy Priority Planning Summary Document
B: June 22, 2015 City Council minutes

Attachment A

City Council Priority Plan – 2015-2016

Strategic Priority	Key Outcome Indicator (KOI)	Target*	Strategic Initiatives*	Responsible Staff/ Commission
Housing and Redevelopment	**SE Roseville**	*Increase in comm. MV* *Increase in resid. MV*	*Create Southeast Roseville Redevelopment Plan* *Formalize Southeast Roseville Working Group* *Establish Twin Lakes Economic Development Program* *Establish Move-Up Housing Program* *Establish Housing Value Support Program*	
	Twin Lakes	*50 Increase in living wage jobs*		
	Move-up housing	*20 Increase units $350k/>*		
	Residential hsg value	*10% chng. Owner-occupied value-2015-20* *10% chng. Rental value-2015-20*		
Infrastructure Sustainability	**Capital improvement funding**	*Adopted comprehensive infrastructure plan & funding strategy*	*Establish enterprise-wide consistency for asset management plan implementation* *Establish measure of effectiveness for each infrastructure asset*	
	Infrastructure Condition	*Adopted standards for each asset category*		

**These columns need further discussion and revision by the City Council. Previous thoughts on the contents of these columns are shown in italics for reference purposes.*

Guiding Principles of City Council Priority Plan
Educational Outreach, Process, Policy, and Transparency

12. **Public Hearings**

13. Budget Items

14. Business Items (Action Items)

a. Consider Policy Priority Planning Document

As Councilmember Laliberte had been unable to attend the initial discussion of Councilmembers in May when this document was discussed, Mayor Roe invited her to share her feedback at this time.

At the request of Councilmember Laliberte, the "City of Roseville-Strategic Plan Summary for 2015-17 (part of Attachment C, page 3) was displayed for reference during her comments. In general, and as she previously shared with her colleagues and City Manager Trudgeon, Councilmember Laliberte stated she was not in favor of adopting the strategic initiatives as presented. Councilmember Laliberte reviewed each of the five strategic priorities listed and provided her comments specific to each.

Civic Engagement

Councilmember Laliberte questioned how or whether to include this as part of the strategic plan, especially her differing view of proposed strategic initiatives laid out by staff. Recognizing that increased engagement was an overarching priority of this City Council, and recent creation of the new Community Engagement Commission (CEC), and regular requests of and a desire by staff and the community to improve those engagement efforts, Councilmember Laliberte questioned the need to included it as part of the strategic plan when it was already a given.

Councilmember Laliberte opined that the use of "civic" and "community" engagement meant different things, and while the City Council values that area of focus, she found a gap in understanding how best to achieve it. Until that became a common understanding among all stakeholders, Councilmember Laliberte suggested it not be included as a new goal; and not be a checklist, but an ongoing process and culture shift that the City Council and staff had already made a commitment to.

Councilmember Laliberte expressed her confidence in allowing the newly-formed CEC, and her expectations of staff to engage the community, would suffice without defining additional strategic initiatives. In consideration of those initiatives proposed by staff, Councilmember Laliberte noted the Key Outcome Indicator (KOI) for community satisfaction was already being addressed in surveys with commitment by the City Council to perform them every other year.

Regarding the KOI to increase volunteer opportunities, Councilmember Laliberte opined that the target goal to simply increase volunteer opportunities by 5% didn't necessarily translate into engagement.

Councilmember Laliberte opined that the KOI of improving participation by under-represented populations in Roseville and target of engaging three new segments of the community, while appreciated, also did not mean engagement. Councilmember Laliberte questioned if any of the targets or strategic initiatives as proposed actually got at what was needed or what the City Council hoped to accomplish.

Housing and Redevelopment

Councilmember Laliberte opined that this section needed more work by the City Council as a group, since it involved bigger issues and involved multiple departments, commissions, community stakeholders and others.

Councilmember Laliberte opined that the KOI of SE Roseville should be a priority for everyone, but suggested more progress could be made if that priority remained open, and the who, what and when was better defined.

Regarding Twin Lakes, Councilmember Laliberte opined that there remained more work to do, and a clear priority should be for the City to define that work, the steps and processes to achieve it, and goals at the end of the process.

Regarding move-up-housing, Councilmember Laliberte agreed that it could be an initiative, but since the City didn't own the land, further discussion was needed about what was possible, what the City Council needed from staff and advisory commissions, and then set targets that could be realistically achieved.

Regarding the value of residential housing, Councilmember Laliberte suggested more discussion about the specifics of that section and proposed targets as currently outlined.

Effective Governance

Councilmember Laliberte suggested striking this strategic priority completely, opining that it involved individual leadership and actions speaking louder than words from each person. Councilmember Laliberte opined that the proposed targets and strategic initiatives didn't serve to resolve any particular item; and recognized that involving the community may mean issues take longer to bring to fruition. As far as the process transparency KOI, Councilmember Laliberte agreed with the concept, but since staff and the CEC had already been tasked to pursue that continuum, no new document was needed.

Specific to the KOI of respectful interaction of the leadership team, Councilmember Laliberte further opined that this was up to each individual and that there was

no meaningful way to measure it or change it, and therefore there was no need for it to be addressed on staff's radar. Councilmember Laliberte opined that, if residents didn't believe Councilmembers were being respectful of each other or them, they would address that during the next election cycle.

Organizational Effectiveness

Councilmember Laliberte also suggested striking this section entirely. While the community and staff cared, Councilmember Laliberte noted the City Manager was hired and had expressed confidence that he could lead the organization in the most effective way possible. Therefore, Councilmember Laliberte clarified that the community, City Council and staff either believed that or didn't, and it would become self-evident in other ways.

Regarding the KOI of employee satisfaction, Councilmember Laliberte opined there was no need to hire another consultant, but under the City Manger's leadership and during employee reviews or exit interviews, part of the discussion should be why people stayed or didn't stay. Councilmember Laliberte further noted that employee turnover could serve as another tracking measure.

Specific to the KOI for resource allocation, Councilmember Laliberte noted this was already under review by the City Manager and his management staff, and would be further reviewed annually by the City Council during the budget process.

Councilmember Laliberte suggested that the proposed strategic initiative suggesting an annual review of organizational interdependencies and collaboration opportunities was another aspect of why the City Manager was hired and part of what he was already doing. If he had concerns or opportunities that should be brought to the attention of the City Council, Councilmember Laliberte opined that he could do so, but there was no need for any additional tracking.

Infrastructure Sustainability

Without focused work form this group or a lack of funds for improvements, Councilmember Laliberte opined there was a need for the City Council to focus on the CIP as part of the KOI for capital improvement funding should be incorporated in the budget process sooner rather than later. Councilmember Laliberte noted the pending nature of the asset management software program across the organization and the City Council's desire to see that completed, opining that urgency should be monitored moving forward.

Regarding the infrastructure condition KOI, Councilmember Laliberte suggested this should already be part of the City Manager's work and area of focus for each department as they worked around industry standards.

General Comments

Regarding the actual document itself, Councilmember Laliberte expressed her concerns about cost, proposed timeframes, and staffing limitations.

Councilmember Laliberte opined that the City had done a disservice to the community with this proposed plan as currently drafted, suggesting it proceed cautiously about which portions it ultimately adopted. Councilmember Laliberte noted the need to knowingly agree among Councilmembers the staff time and resources being expended.

Councilmember Laliberte noted her initial hope that the Retreat exercises would allow the City Council and staff to come away with broad goals for the Mayor and City Council to address for one year, in addition to the ongoing work of the body. Since it's now the middle of the one year, with the original proposal for a three year plan, Councilmember Laliberte noted that only two of those years remained, part of which could realistically be under the direction of a new City Council. Councilmember Laliberte stated her unwillingness to obligate a future City Council to this sitting City Council's priorities.

Councilmember Laliberte noted that considerable staff time had already been spent on this project, and given their time constraints, the City Council needed to decide if this was how they wanted their staff to spend their time. Councilmember Laliberte recognized the City Council's commitment to measurable results and delivery of quality services in Roseville, and questioned if this plan allowed the City to make progress on specific issues in a timely manner.

Instead, Councilmember Laliberte suggested moving forward in the remainder of 2015 with only two to three short-term, big picture items that the City Council and staff could realistically work toward. In defining those 2-3 strategic priorities, Councilmember Laliberte suggested making those a standing agenda item for each subsequent City Council meeting or at least on a monthly basis for an update or discussion publically to review continuing progress, allowing all stakeholders access to the same information at the same time. Councilmember Laliberte opined that this would provide the public with the benefit of and assurance that behind-the-scenes work was being performed (e.g. SE Roseville working group or Twin Lakes community meetings).

<u>Additional Strategic Priority or Goal</u>
Councilmember Laliberte suggested the addition of one additional new item for discussion by the body, and as part of the short-term priority list specifically addressing the consistency of direction given by the City Council to its advisory commissions. As those groups work on their own, Councilmember Laliberte questioned if the City Council touched base with them as often as it should whether through the joint meetings or in other ways.

<u>SWOT Analysis</u>

Councilmember Laliberte opined that the SWOT analysis provided good information, much of which didn't rise to the final document, but worth reviewing, and recommended that should be done on an annual basis moving forward. Councilmember Laliberte suggested a swift review of the SWOT document be performed each January as part of the organizational meeting.

Councilmember Comments/Feedback

Councilmember McGehee

In response to Councilmember Laliberte, Councilmember McGehee agreed with her comments regarding civic engagement and effective governance, and emphasized her concurrence that both are cultural and under individual control. In terms of transparency, Councilmember McGehee suggested the development of policies addressing a known and clear process inviting specific elements of a neighborhood or other or civic participation opportunity. If those policies are not built into programming, Councilmember McGehee opined it would continue to be inconsistent on only complaint-driven.

Regarding move-up housing, Councilmember McGehee opined a good discussion had been held at the Retreat about that, and when she considers the twenty new units and their price point as part of the revised Dale Street Project, she thought that could be removed from the list once they're constructed.

Councilmember McGehee agreed that she didn't like the checklist approach either, and while agreeing this had been a good exercise, some things had come out of the Retreat that did not become part of the final report, nor had they been discussed in any meaningful way even though she found the overall discussion to be good.

Councilmember McGehee agreed with the need to shine a light on the asset management program for continue monitoring and subsequent completion.

In terms of civic engagement, Councilmember McGehee opined that the City Council and City still had a long way to go, but the checklist would not get anyone there, and required a cultural shift. Agreeing that outreach was a fine initiative, Councilmember McGehee opined that it needed to be to everyone, not only targeting a specific group, but across the board.

Whether or not an employee survey is done, Councilmember McGehee opined that it was important for the City Council to understand staff jobs. Councilmember Member McGehee suggested that may be accomplished through the City Manager proposing a policy for consistent exit interviews; and how to provide enough steps within each department to satisfy employees as they grow in their career. Councilmember McGehee stated she would defer to the City Manager on this topic, and if he felt a survey was needed he could provide information going forward to establish a policy.

Councilmember McGehee suggested a project template going forward, with minimal tweaking and similar to the Dale Street process, that would go a long way toward civic engagement and organizational effectiveness. While understanding the need to do so as part of the budget process and allowing Department Heads to know City Council expectations for major focus items, Councilmember McGehee noted there were other policy issues for departments.

Councilmember Etten
Councilmember Etten expressed appreciation of many of the ideas expressed in Councilmember Laliberte's "white paper," and suggested taking items and making revisions that would essentially prioritize those priorities. Councilmember Etten stated that he really liked Councilmember Laliberte's idea of having fewer priorities and monthly updates, even perhaps some quarterly as applicable, but keeping them in front of the City. Councilmember Etten clarified that the purpose is not meant to direct all city operations and services, but those few areas the City Council wanted to specifically focus on.

Councilmember Etten opined that housing and redevelopment was important for Roseville as the market continued to improve and the City to transition. Councilmember Etten also spoke in support of the need to look at how to task advisory commissions and boards with meaningful activities. Specific to housing and redevelopment efforts, Councilmember Etten opined that this was largely up to the HRA and City Council working together to flesh out the targets and strategic initiatives currently listed on the right side of the document; with continual adjustment over time as citizens and advisory commissions bring new information forward for the City Council's and HRA's attention.

Specific to civic engagement, Councilmember Etten suggested changing the strategic priority to "Community Outreach." Councilmember Etten noted that the CEC had already been tasked with many of these items, and had asked to be given the opportunity to address them in this important role. While supporting volunteer opportunities, Councilmember Etten noted the need for more public input about how to get more new people involved.

Noting his total support of participation by underrepresented groups in the community, Councilmember Etten noted the need to continually and further address immigrant populations and apartment dwellers as part of that process and as a vital part of the community. Councilmember Etten opined that those initiatives could be addressed as part of the role of advisory boards and commissions.

Regarding infrastructure sustainability, Councilmember Etten opined that it fell into so many departments, and under the adopted CIP. Councilmember Etten opined that from his perspective, updating the CIP and adopting those updates in 2016 from the original 2012 document was a necessary step and would provide a more accurate document with those updates four years after inception.

Councilmember Etten agreed that individuals could work on respectful interaction on their own, but opined that things were in a better spot than in the past.

Councilmember Etten suggested moving the community survey into the Organizational Effectiveness priority.

Regarding resolving items as introduced, Councilmember Etten agreed that sometimes items may need deferral to receive additional information or for a recommendation or clarification from a citizen advisory commission, but suggested that simply could involve providing additional information in packet materials for follow-through.

Councilmember Etten supported retaining the process transparency KOI as being vitally important.

Councilmember Etten recognized his appreciation of Councilmember Laliberte's idea to work with boards and staff assigned to those boards by providing clear direction allowing them to be more productive and positively engaged. Councilmember Etten opined that this was a good goal to retain, as he had heard comments from a number of advisory commissions that the City Council had not helped as much as they could have.

Under a new document title of "City Council Priority Plan – 2015/2016," Councilmember Etten suggested revising the goals to focus on just a few things that would end before a new City Council is seated and as follows:
1) Housing and Redevelopment;
2) Community Outreach/Communication (formerly civic engagement);
3) Infrastructure Sustainability; and
4) Effective Governance/Organizational Effectiveness

Councilmember Willmus
Councilmember Willmus thanked Councilmember Laliberte for providing her perspective; and offered his agreement with much that she had stated and the input from Councilmember McGehee. While appreciating the ranking or prioritization suggested by Councilmember Etten, Councilmember Willmus was unable to fully support that, and agreed that "Effective Governance" and "Organizational Effectiveness" could fall off.

In reviewing strategic priorities and tasking citizen advisory commissions, Councilmember Willmus opined that civic engagement specifically could fall within the role of the CEC. When starting this process, Councilmember Willmus noted his understanding that this would identify several areas of focus for the City Council over the next two years.

Regarding infrastructure and housing, Councilmember Willmus noted the need for them to remain, but suggested more focus of the City Council and their citizen advisory commissions in order to attain the direction being sought.

One area of disagreement Councilmember Willmus noted as addressed by Councilmember McGehee included targets being static, but from his perspective they should be continually moving. As an example, when the new housing units come online as part of the Dale Street project, Councilmember Willmus opined the need remained to continue evaluating housing needs.

Councilmember McGehee clarified that was not the intent of her comments, and agreed with Councilmember Willmus' perspective that they continued to move; and would constantly be in flux.

Mayor Roe
While in agreement with a lot of things already discussed and the common viewpoints expressed, Mayor Roe questioned the need to rank the priorities by number, but to simply recognize them as THE priorities with no one more important than another. Mayor Roe spoke in support of streamlining and reducing the document.

Specific to organizational effectiveness, Mayor Roe agreed this was more internal, even though the goal was to have the City Manager more involved, it may be of lower priority for the City Council and therefore removed as part of this document.

Mayor Roe suggested combining organizational effectiveness with civic engagement re-titled as "Community Outreach/Engagement," and then have two other categories and priorities identified as "Housing and Redevelopment," and "Infrastructure Sustainability."

Related to community outreach, Mayor Roe agreed with Councilmember Laliberte that since a survey was already being done periodically, there was no need to stress it as part of this document.

Regarding volunteer opportunities, Mayor Roe noted the target to increase volunteer engagement or teams, for him the strategic initiative was to figure out those strategies, as well as engaging underrepresented populations, which the CEC was already looking at and how best to measure that.

Specific to move-up housing, Mayor Roe reminded his colleagues that the number of 20 additional units was a starting point for discussions at the Retreat, and initiatives may be to pursue applicable initiatives versus an actual program.

Regarding residential housing values, Mayor Roe again questioned whether a program was needed rather than looking at initiatives to incentivize property values (e.g. code enforcement, building standards, etc.) and involved staff, the HRA and the Planning Commission among others.

Regarding effective governance, if combined with civic engagement, Mayor Roe opined that only the area of process transparency be retained and development of ways to improve it and hold the City Council and staff accountable to ongoing improvement.

Mayor Roe agreed with Councilmember Etten's comments regarding updating the CIP.

Mayor Roe expressed his agreement in only going through 2016 from the point of view that 2015 is already half over, and if pursuing a similar exercise as this in 2016 it only be done with the purpose to further tweak this document.

When talking about strategic planning, and in response to the public and citizen advisory commissions, Mayor Roe opined that the City Council reworded it to reflect the intent as a priority planning exercise, and not an exercise to develop a new *Imagine Roseville 2025* community document. Mayor Roe clarified that such a community visioning process would be the focus in a few years, and the perception of this process became much larger than originally intended. However, Mayor Roe expressed his appreciation to his colleagues that the original intent was being refocused, which should make the public more comfortable with the outcome. Mayor Roe reiterated that the purpose of this exercise and subsequent document was not replacing the CEC discussion and larger community vision; and also emphasized that the *Imagine Roseville 2025* community visioning process would need to be revisited in the near future, and would be an entirely separate process than this.

Councilmember Laliberte Responses
Councilmember Laliberte stated that, if organizational effectiveness was eliminated from the document, she was fine with that.

As for effective governance, if to remain or be disseminated, Councilmember Laliberte suggested it be discussed further at a future City Council Worksession.

Regarding renaming community outreach, Councilmember Laliberte opined that some still didn't serve to measure engagement. If better direction is needed for citizen advisory commission, Councilmember Laliberte suggested the CEC provide recommendation to the City Council but not include it in this document for eventual adoption.

Specific to housing and redevelopment priorities, Councilmember Laliberte noted the many entities working on those items, including the Planning Commission, HRA, Community Development Department and CEC.

Councilmember Laliberte spoke in support of retaining the priority for infrastructure sustainability.
Councilmember McGehee asked that her four overarching focus areas be incorporated into each and every goal as finalized, and including: educational outreach, transparency, formulation of policy, and process.

Public Comment

Lisa McCormick
Ms. McCormick expressed appreciation for the thoughtful contributions provided by Councilmember Laliberte as well as the points brought out by individual council members tonight.

Under effective governance, Ms. McCormick expressed her total agreement, noting culture references by several Councilmembers. As a member of the community, Ms. McCormick expressed her frustration at times to fully understand community and civic engagement, opining that sometimes they appeared to be at odds.

Without going into too much detail, Ms. McCormick referenced a personal incident this week causing her to pause and consider the current Ethics Code, and lack of mention in the Mission Statement about a code of professional conduct. Ms. McCormick opined that this involved not only involved interpersonal interaction between Councilmembers, boards and citizen advisory commissions, but also should include those parties and their interaction with the public. Ms. McCormick opined that it was important to her to be assured as a citizen if she interacts with a board member or commissioner, she would receive courteous treatment.

While appreciating the transparency efforts, and in her personal review of staff reports and staff presentations, Ms. McCormick noted the need to provide a review of financial implications as part of that information, especially impacts to infrastructure and CIP, both important aspects.

Ms. McCormick expressed appreciation for tonight's discussion, opining things were moving in the right direction. However, regarding accountability being addressed at the next election as suggested by Councilmember Laliberte, Ms. McCormick stated she would prefer not to wait until them and as with conduct, people be held accountable as part of being challenged to be better.

Kathleen Erickson, 1790 Centennial Drive
Ms. Erickson expressed concern, specific to community engagement efforts, that often it seems like the only time the City was interested in that involvement was

when seeking help clearing Buckthorn or building a playground, or serving on a task force or commission. Ms. Erickson opined that it needed to start in the community and not just be a City Hall culture, but a recognition that each neighborhood had its own culture as well; and encouraged the City Council and staff to make themselves aware of the flavor of each neighborhood. While not necessarily perfect, Ms. Erickson opined that people lived where they did for a reason, but often when speaking to the City Council at a public meeting such as this, it felt like the City Council and staff were light years away from understanding what the neighborhood valued and what they didn't want to lose. Ms. Erickson asked that community engagement not be thought of as "drive-through government" cruising through their neighborhood, but by expending effort to find out who they were. As a result of recent neighborhood issues, Ms. Erickson noted she had found out she lives in a great neighborhood, and asked that the City Council and staff also look beyond the obvious perception of community engagement.

Mayor Roe thanked the public for their verbal and written comments throughout this discussion process.

Laliberte moved, Willmus seconded, renaming the document to "City Council Priority Plan – 2015-2016," finishing out this year and tweaking it as needed in 2016; and adopt only two strategic priorities or goals entitled "Housing and Redevelopment," and "Infrastructure Sustainability."

At the request of Mayor Roe, Councilmembers Laliberte and Willmus confirmed that this would retain key outcome indicators as currently written.

Councilmember McGehee offered an amendment to incorporate her four goals as previously mentioned.

Councilmember Laliberte opined that those would come into the targets and initiatives yet to be rewritten or refined.

Councilmember McGehee noted the public comment reference and upcoming training sponsored by the Human Rights Commission for community training addressing ethics and professional conduct.

Mayor Roe suggested that as an additional item, at the discretion of the body, following this discussion.

Councilmember McGehee reiterated the importance of ethics as an important part of civic engagement when citizens bring things forward and the City Council's current response is only "thank you."

As part of this overall process, Councilmember Etten stated his enjoyment of the robust discussion resulting in the community and among Councilmembers, as

well as tonight's discussion. However, Councilmember Etten opined that he was still not ready to let go of the third piece of the document; and therefore offered a friendly amendment to include a strategic priority for "cultural change" and how best to communicate and provide information as a City.

Etten moved, Roe seconded, an amendment to include a third category entitled "Community Outreach/Communication," and including process discussion from the current "Effective Governance" priority for process transparency and other indicators (KOI's) involving participation of other areas from the current "Civic Engagement" category; and those areas that fall into the CEC realm for further refinement.

To clarify the amendment, Mayor Roe reworded it as intended to add a third priority entitled, "Community Outreach/Communication," incorporating the process transparency KOI category from "Effective Governance," and participation by underrepresented populations KOI category as part of "Civic Engagement" at a minimum.

Councilmember Laliberte expressed her interest in working more closely with citizen advisory commissions on guiding principles to use in working on priorities, not as a checklist but guiding those things not being tasked to advisory commissions.

Councilmember McGehee spoke in opposition to the amendment, agreeing with Councilmember Laliberte that the original motion presented a more manageable and cleaner approach, while still allowing inclusion of those other items as addressed by Councilmember Laliberte. Councilmember McGehee expressed her preference for a clean, comprehensive document.

Councilmember Etten stated his rationale for including the amendment was based on the reasons outlined by Councilmember McGehee; opining that it included in the document it allowed for regular updates and tracking versus a checklist.

Councilmember Willmus stated his concern was even in providing charges to citizen advisory commissions, as a body the CEC incorporated a good group of people that he would like to allow an opportunity to take this document and see what they returned with versus the City Council now establishing its own KOI and targets. Councilmember Willmus suggested allowing the CEC to bring it back; and therefore would not support the friendly amendment at this time; concurring with the two items in the original motion as moved by Councilmembers Laliberte and McGehee, and including the four goals stated by Councilmember McGehee and embedded in each goal.

Mayor Roe spoke in support of the amendment, stating that the priority of this City Council is to improve communications through the process of transparency,

and nothing talked about the targets in the original, thus the added third category included. As noted by Councilmember Etten, if additional KOI are received from the CEC or others, they can be added in, but this amendment to the motion reflected the February Retreat and subsequent discussions, and needed to be amended to the original motion to adequately address the priorities of this City Council and the City organization.

Councilmember Laliberte stated she would not support the amendment for the main reason that this direction had already been given and requests that these things happen outside of this document.

Roll Call (Amendment)

Ayes: Etten and Roe.
Nays: Willmus, McGehee, Laliberte.
Motion fails.

Roll Call (Original Motion)

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

As a follow-up to staff, without objection Mayor Roe directed that the "Rapp" document be identified as reference material only, and not the official document until this new revision was created as a separate document.

For clarification, City Manager Trudgeon reviewed that staff would create a similar one-page document listing the two priorities as adopted and KOI as part of that revised and separate document; with the "Rapp" report serving as reference material, and including the SWOT analysis.

At the request of City Manager Trudgeon as to whether to include Councilmember McGehee's four goals, Mayor Roe clarified that they were not yet an official action of the City Council at this time.

Regarding targets and strategic initiatives to support what has now been adopted by the City Council, Councilmember Laliberte asked that at a future work session, they discuss those further, at which time citizen advisory commission, staff and other feedback could be engaged providing a much broader group than just the City Council.

Personally, Mayor Roe opined the City Council needed to decide how to move on from here as a body.

Councilmember Laliberte opined those groups be involved a City Council work session.

Mayor Roe asked if this only got us back to the same current issue if citizen advisory commissions were part of that discussion, questioning if the City Council needed to figure it out now or have it as part of the next step in the conversation.

Next Steps

Councilmember McGehee yielded to Councilmember Laliberte on the work session, taking those two main items and KOI, with each individual coming up with a list of what they would like to see for the direction from input received from citizen advisory commissions and sending that input to the City Manager for dissemination, with the subsequent meeting to determine consensus. After that, Councilmember McGehee suggested that document be forwarded to commissions for their feedback and responses to the City Council as to how they envision implementing it.

Councilmember Willmus agreed with that concept, recognizing the timing of the next HRA meeting and upcoming City Council work session, allowing the benefit of their background discussions at that time.

Councilmember Laliberte suggested the work session allow for a review of targets to determine which should be kept or tweaked; and then publicize who should be involved and how involved, with the public and commissioners – as private citizens – all having time to speak.

Mayor Roe noted this would serve in identifying targets as well as stakeholders.

Councilmember Laliberte clarified this was not to say it would remain static but would start with an initial group and add to it moving forward.

Councilmember McGehee opined that she didn't see it as limiting if specific targets were identified, with the potential for short-term task forces and specific direction to interested community members.

Mayor Roe noted the City Council anticipated staff input as well during their review of the document, and as part of the public and City Council discussions at that July 13, 2015 Worksession.

McGehee moved to keep her four goals in mind as guiding principles: educational outreach, process, policy and transparency as part of this activity.

Mayor Roe directed staff to include that list on the bottom of the document; and was approved without objection.

b. Authorize Interfund Transfer – Dale Street Development

As detailed in the RCA, Community Development Director Paul Bilotta summarized this request.