



Mayor's State of the City Address

5:00 p.m.

and

City Council Agenda

Monday, February 23, 2009

6:00 p.m.

City Council Chambers

(Times are Approximate)

- 6:00 p.m. **1. Roll Call**
 - Voting & Seating Order for February: Johnson; Ihlan; Roe; Pust; Klausing
- 6:02 p.m. **2. Approve Agenda**
- 6:05 p.m. **3. Public Comment**
- 6:10 p.m. **4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report**
- 6:15 p.m. **5. Recognitions, Donations, Communication**
 - a. Award Human Rights Commission Essay Contest Winners
 - b. Proclamation of Women's History Month
- 6:45 p.m. **6. Approve Minutes**
 - a. Approve Minutes of 2/07/09 Special Meeting
 - b. Approve Minutes of 2/09/09 Special Meeting - Interviews
 - c. Approve Minutes of 2/09/09 Closed Executive Session
 - d. Approve Minutes of 2/09/09 Regular Meeting
- 6:50 p.m. **7. Approve Consent Agenda**
 - a. Approve Payments
 - b. Approve General Purchases and Sale of Purchases Exceeding \$5,000
 - c. Approve One-day Alcohol License for Corpus Christi
 - d. Approve One-day Gambling License for Pope Paul II School

- e. Adopt Resolution Approving Plans & Specifications and Ordering Bids for Roselawn Avenue
- f. Adopt a Resolution and Approve State of Minnesota Grant Agreement for the Roseville Skating Center/Guidant John Rose Minnesota OVAL related to 2008 Bonding Bill
- g. Approve Lease Extension for Wildlife Rehabilitation Center Parking Lot
- h. Authorize 2009 Parks Improvement Program Projects
- i. Adopt Resolution Supporting Aeon's application to Ramsey County for CDBG Home Funds for Phase II of the HarMar Apartments Project
- j. Adopt a Resolution Restricting Parking on Roselawn Avenue
- k. Adopt a Resolution Authorizing Staff to Pursue Shared Services with Others
- l. Adopt a Resolution Approving a Six Month Extension to the Final Plat and Final Development PUD for Har Mar Apartments
- m. Award 2009 Street Maintenance Materials, Contractual Concrete and Paving Bids
- n. Award Contract for Janitorial Services

7:00 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

10. Presentations

7:15 p.m. a. Update of Mounds View Schools by School Board
Chairman Jon Tynjala and Superintendent Dan Hoverman

11. Public Hearings

7:25 p.m. a. Conduct a Public Hearing regarding the placement of
Water Ski Course and Water Ski Jump on Lake Owasso

12. Business Items (Action Items)

7:35 p.m. a. Approve the placement of a Water Ski Course and Water
Ski Jump on Lake Owasso

7:40 p.m. b. Approve Agreement with Ramsey County for
Supplemental Law Enforcement Services on Lake Owasso

7:50 p.m. c. Authorize staff to engage WSB and Associates, Inc. to
complete additional study and final design for the Walsh
Lake Subwatershed Drainage Improvements

- 8:05 p.m. d. Approve Interim Use Permit for the temporary Roseville Library location at 2680 Arthur Street
- 8:15 p.m. e. Approve the Interagency Agreement with Metropolitan Council for the I35W and County Road C Park-N-Ride

13. Business Items – Presentations/Discussions

- 8:30 p.m. a. Discuss City Council Electronic Communications Policy

14. City Manager Future Agenda Review

15. Councilmember Initiated Items for Future Meetings

- 8:45 p.m. a. Water Rate Structure (Councilmember Ihlan)

16. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Feb 24	6:30 p.m.	Public Works, Environment & Transportation Commission
Tuesday	Mar 3	6:30 p.m.	Parks & Recreation Commission
Wednesday	Mar 4	6:30 p.m.	Planning Commission
Monday	Mar 9	6:00 p.m.	City Council Meeting
Tuesday	Mar 10	7:00 p.m.	Human Rights Commission
Monday	Mar 16	-	ISD 633 and 621 1 st day of Spring Break
Tuesday	Mar 17	6:00 p.m.	Housing & Redevelopment Authority <i>Postponed to 3/31/09</i>
Monday	Mar 23	6:00 p.m.	City Council Meeting
Tuesday	Mar 24	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Mar 30	6:00 p.m.	City Council Meeting
Tuesday	March 31	6:00 p.m.	Housing & Redevelopment Authority

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

REQUEST FOR COUNCIL ACTION

Date: February 23, 2009
Item No.: 5.a

Department Approval

City Manager Approval



Item Description: Human Rights Essay Contest Winners

BACKGROUND

Each year the Roseville Human Rights Commission holds an essay contest for sixth, seventh and eighth grade students within the Roseville Area School's boundaries. This year more than 240 students from RAMS and Parkview School entered the contest. Commissioners conducted an anonymous review of the essays. Names of the students were not known until after the winners were selected.

This year students chose a current news event in which they believed there was a human rights violation. Students were asked if there was anything being done to bring justice to the situation and what they could do about it?

Commission Chair David Singleton will speak on behalf of the Commission and recognize the following students and teachers:

First	Meghan Brady	8 th Grade Parkview	Mr. Ebert
Second	Connor Polydoroff	8 th Grade RAMS	Mr. Ueland
Third - Tie	Sammy Shaker	7 th Grade RAMS	Mr. Lauinger
Third - Tie	Jingyang Dong	8 th Grade RAMS	Mr. Johnson

Honorable mentions (in alphabetical order)

Jordan Burich	8 th Grade RAMS	Ms. Archer
Anne Raymond	8 th Grade Parkview	Mr. Ebert

The first, second and third place winners will be invited to read their essays. Each honorable mention will receive a certificate.

COUNCIL ACTION

No City Council action necessary.

Prepared by: Carolyn Curti, Communications Specialist
Attachments: A: Winning Essays

Think Before You Buy

When I saw trendy clothes or a pair of shoes at the store, I never thought about how they were made or how they got there. That was before. Now I know that many famous designers and stores use sweatshops for the manufacture of their products. Sweatshops are places where people work in horrible conditions and get paid next to nothing. I think that it is a violation of human rights to have poor, innocent people making things for us and earning barely enough to get by. These people don't earn enough money for food, housing and clothes for their families, let alone money to send their children to college. They are just trying to manage and they have to endure awful conditions and treatment. I think that it is wrong for people to have to work in that kind of harmful environment.

Article 24 of the Universal Declaration of Human Rights states: "Everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay." Countless people get sick or die each year due to fatigue caused by overwork in sweatshops in many countries, including China, Indonesia, India, and Mexico. Some people work 12 or more hours per day for seven days a week. People work so hard and for so long and most get paid less than \$1.00 an hour. That can't be right, can it? It is not right for these people to be working so hard in such terrible conditions.

Many people who work in sweatshops have tried to form labor unions. Their attempts have failed because of union busters, who are usually local thugs and criminals hired by the companies. Article 23, Section 4 of the Universal Declaration of Human Rights states: "Everyone has the right to form and to join trade unions for the protection

of his interests.” Workers can’t receive better wages, benefits, or rights because anytime any organization gets formed, it is immediately destroyed.

Low wages, no benefits, long hours, and cramped and unsanitary conditions are what people have to tolerate every day when they go to work at a sweatshop. Numerous people die every year from exhaustion caused by overwork, injury from machinery, abuse by managers, and sickness due to unclean surroundings. Some factory managers and supervisors even rape, abuse, and assault the workers to scare them into not leaving, even though they are abused. Article 23, Section 1 of the Universal Declaration of Human Rights states: “Everyone has the right to work, to free choice of employment, to just and favorable conditions of work and to protection against unemployment.” These people definitely do not work in favorable conditions; they work in very harmful environments.

I think that it is appalling that children also work in these types of environments. Many companies that use sweatshops prefer hiring children instead of adults because many can work faster and the companies can pay them less or even nothing at all. Article 23, Section 2 of the Universal Declaration of Human Rights states: “Everyone, without any discrimination, has the right to equal pay for equal work.” Many companies that use sweatshops hire children who are ineligible to work. About 250 million children who are between the ages of five and fourteen are hired at sweatshops to work full time, doing very dangerous jobs. I do not think that these companies should take advantage of these vulnerable children.

People who work in sweatshops don’t choose to work there. They are forced to because they can’t find any other job, and they need money to support their families. I think that this issue is a major violation of human rights. Many organizations are trying to

raise awareness about this problem. The organization SweatFree Communities prepared the "2008 Shop with a Conscience Consumer Guide" to let people know which companies use sweatshops and those that don't. In response to criticism, Nike has started a system to try to improve working conditions at supplier factories. I think other companies like Ralph Lauren, Tommy Hilfiger, and Reebok should try to do the same thing. There are many things that we as individuals can do to try to stop this problem. It is important to create awareness by telling people you know about this issue. We have to pay attention to the countries and companies that use sweatshops and stop buying their products. Stopping sweatshops will not be easy, but with hard work and determination someday we can reach our goal, starting with one person at a time.

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Human Rights

U.S. Enforcement of Immigration Laws with Workplace Raids

In recent years, the United States government has adopted an alarming policy of conducting workplace raids to enforce immigration policies. I think such raids are a violation of human rights for three reasons, one because the people are doing work for our country, two, because the workers are separated from their families and may be deported, and three because the policies violate the constitution and global human rights conventions.

People immigrate to America because they want a better life and some can't earn a living in their home countries. They came to the U.S. and started looking for work. On December 12, 2006, six Swift meat processing company facilities were raided by government immigration officials. They were located in Colorado, Texas, Nebraska, Utah, Iowa, and Minnesota. These raids were part of the U.S. Department of Homeland Security's Immigration and Customs Enforcement (ICE). ICE has reported an estimated 1,282 Swift employees have been detained. Only a few have been charged with^a crime. The others were kept until proper documentation was verified by ICE. Anyone without documentation was deported to their home country.

Both legal and illegal immigrants were arrested and separated from their families. Many parents had to let their children go and be kept by caretakers. One caring school teacher named Barbara Kremer gave shelter to 24 immigrants who feared returning to their homes. Many legal immigrants did not have their papers with them at work, so they were arrested. The ones that didn't have papers at all were arrested and deported.

I think deporting illegal immigrants violates their human rights. The Fourth Amendment explains how people have the right to be safe from unreasonable searches and seizures. These raids clearly violate this constitutional right. I think these government raids also violate the Eighth Amendment which states, "Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted." I feel being deported is cruel and unusual punishment because parents are separated from their children and their lives are shattered. They came to the United States for a reason, to earn a living and have a better life for their families.

There are many articles in the United Nations Universal Declaration of Human Rights that these raids clearly violate. For example article number five says, "no one shall be subjected to torture or to cruel, inhuman or degrading treatment." In bursting into workplaces and corralling people because of their race, ICE breaks all of the rules in article 5. In article nine, which states "No one shall be subjected to arbitrary arrest, detention or exile." The ICE raids violate this because targeting workplaces and arresting people because of their race is arbitrary. Of all 30 articles on the Universal Declaration of Human Rights, I think at least half of those have been abused by ICE with their policy of workplace raids.

There are many efforts being undertaken to bring justice to this situation. There are many lawsuits being filed against ICE on behalf of the workers. Many human rights campaigns are taking action on this issue. Some of these organizations are creating petitions to fight against this undocumented immigrant issue. One petition, "Petition Alleging Violations of the Human Rights of Undocumented Workers of the United States of America," challenges government discrimination against immigrant workers. Many of

the petitioners are undocumented immigrants living illegally in the U.S. These workers are poorly paid and denied economic rights. These immigrants make up 5% of all employees in the U.S. They work for little pay, and do the most undesirable jobs that nobody else wants to do.

I can actually do many things about this issue. I can share my knowledge with people such as my friends, family, and other relatives. If I inform them, they could inform other people and soon enough, a lot of people would know about this issue. The more people that know about this issue, the better. If I were one of the immigrants who got arrested in the swift raid, I would do exactly what most of them are doing. Get a lawyer, ^{and} file a lawsuit. Also, when I am old enough to vote, I will support candidates who are in favor of immigrant rights.

I hope I have demonstrated that this is a serious human rights issue that deserves more attention. Immigrants are an important part of our society and deserve the same respect and justice that the rest of us expect.

Human Rights Essay

The world is not perfect. This is the conclusion made by humans over thousands of years. However, people have tried to make the world a better place since the dawn of time, by setting down rules for the treatment of others that should be followed by all people. The main set of rules for the treatment of all humans in the world is the Universal Declaration of Human Rights, created by the UN. Sadly, not all countries follow these rules. An example of this is the Chinese occupation of Tibet.

Tibet is located in Central Asia, and it is about a quarter of the size of India. In 1950, the People's Republic of China invaded Tibet. They were not accepted by the Tibetan people, so in 1956, rebellions broke out in Amdo and eastern Khan. It was cruelly crushed by the Chinese in 1959, as they killed tens of thousands of Tibetans. It was at this time that the 14th Dalai Lama and some of his government principles fled to India, where they have stayed to this day.

China claims that the Chinese occupation of Tibet is leading to prosperity and technological advancement. It can be plainly seen from the way the Tibetans react to the Chinese that this is not the case. Over 1.2 million Tibetans have been killed since the Chinese invasion of Tibet, and the Chinese have allowed 6 million Han Chinese to settle in Tibet. There are now more Han Chinese in Tibet than Tibetans. In addition, Tibetans are prohibited from carrying or having a Tibetan flag. In their own homeland, they have fewer rights than the Han Chinese living on their land. Tibetans are abused, threatened, starved, and beaten by the Chinese government. This is all in violation of the Universal Declaration of Human Rights, which states that everyone is born with the same rights. So

those Tibetans in their home country, in the eyes of the UN, are no different than we in the United States. Then why are they being treated differently than us? Are they not human?

Unfortunately, this seems to be the Chinese opinion of the Tibetans. China is a founding member of the UN, so they are the most obligated of all countries to follow the Universal Declaration of Human Rights. From the way the Tibetans have been treated, it seems that China is outright disobeying this declaration. This declaration is also being violated in that it states that all people should have the right to govern themselves. The Chinese government has forced the Tibetan government into exile in India and has put in their place Han Chinese, who will always be in favor of China, not Tibet.

One of the articles of the Universal Declaration of Human Rights also states that every person will have the right to chose and follow their own religion. Since the 1950 occupation, 6000 places of worship have been destroyed by the Chinese. The Chinese are forcing their own Communist system upon the Tibetans, in which they discourage religion and encourage atheism and agnosticism. This is in direct violation of the Universal Declaration of Human Rights, which states that every person has the right to have their own religion, and are not obligated to follow the religion of the state. One of the other major religious problems was the choosing of the Panchen Lama, a religious leader that is traditionally chosen by the Dalai Lama. The 14th Dalai Lama chose young Gedhun Choekvi Nyima, in contrast with the People's Republic of China's choice of Gyancaïn Norbu. The choosing of the Panchen Lama is traditionally a religious affair, so the Chinese government should not interfere with religious matters. Gedhun Choekvi Nyima and his family are currently under "a hidden identity for protection and privacy",

as stated by the People's Republic of China. Gyancaïn Norbu is now held to be the real Panchen Lama, though the Tibetan Government in Exile know him as the Panchen Zama, literally fake Panchen Lama. This is another example of the oppression of Tibet by China.

Most of the people reading this essay will ask, "What can we do about this?" The easiest way is to simply log on to www.freetibet.org and find out what you can do for Tibet. Other ways you can help are to get petitions signed for restrictions upon China, to help give the Tibetans more money, starting more rallies for Tibet, and writing letters to high government officials about Tibet.

One of the most unfortunate things about Tibet is that countries still seem to be trading with China in the same way they have for years. No country is forcing trade restrictions upon China because of Tibet, even though they have the right to force restrictions upon countries that break UN laws. This is probably because China provides most of the world with materials and items. It seems as though countries have just forgotten about the Tibetans. But people should never forget about Tibet. For Tibet emphasizes the struggle of the underdog in a dog-eat-dog world. Tibet stands for the idea that all people are created equal, and they all have the same basic human rights as everyone else. If we forget about Tibet, then we will have forgotten the Holocaust, the Civil Rights Movement, the Belgian Congo, and almost every other human rights movement in the history of the world; for they all embody the idea that all men* are created equal, from the day they are born to the day they die, from now and to forever.

*The word men is used here to symbolize all mankind, not just males. It is used for a more powerful expression, not as a symbol of bias toward males.

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Human Rights Essay

TASER Abuse

Human rights are the most basic rights and freedoms to which all humans are entitled. According to the United Nations, a violation of human rights would occur when an individual or group breaches any part of the Universal Declaration of Human Rights or any other international human rights instrument. However, certain groups of people or countries must also follow more specific laws and regulations. For law enforcement officials, they must also follow the United Nations Code of Conduct for Law Enforcement Officials and the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials along with the Universal Declaration of Human Rights. A violation of any of them would be a violation of human rights.

Over 300 people have died since 2001 because of the abuse of TASER guns. Currently, one example of a human rights violation would be the abuse of the usage of TASER guns by law enforcement officers. TASER guns are weapons that use Electro-Muscular Disruption technology to cause neuromuscular incapacitation and strong muscle contractions through the stimulation of sensory and motor nerves. TASER guns are effective on everyone, including people with high pain tolerance, making it very useful to law enforcement officers to get control of the person they are dealing with. However, when the use of TASER guns becomes excessive and improper, TASER guns become abusive weapons.

There are several reasons why TASER abuse is a violation of human rights. First, the excessive use of TASER guns creates severe pain and suffering, which in certain circumstances can be classified as a form of torture. This torture violates the United Nations Code of Conduct for Law Enforcement Officers, the Bill of Rights, and the Universal Declaration of Human Rights. Second, the excessive use of TASER guns breaches the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials. Third, the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials says that before being deployed, weapons should be carefully evaluated. There has been little to no research on TASER guns and what effect they have on humans. The United Nations Code of Conduct for Law Enforcement Officials, Article 8, states that the code cannot be broken or it is a violation of human rights. The three reasons listed above indicate that TASER abuse breaks the code. Therefore, it is in violation of human rights.

The Universal Declaration of Human Rights defines torture as, "...any act by which severe pain or suffering, whether physical or mental, is intentionally inflicted...on a person for such purposes as...punishing him for an act he committed, or is suspected of having committed..." When a TASER gun is fired at a person, that person experiences severe pain and collapses instantly. Often, the reason why the TASER gun is fired in the first place is that a police officer wants to get the person being stunned under control, during either an argument, or when the person refuses to do what the police officer requests. This fulfills the definition of torture. Article 5 of the Universal Declaration of Human Rights states,

"No one shall be subjected to torture or to cruel, inhuman, or degrading treatment or punishment." Amendment VIII the Bill of Rights also states, "Excessive bail shall not be required, nor excessive fines imposed, or cruel and unusual punishments inflicted". Based on these statements, TASER abuse is a violation of human rights.

There are several cases of excessive use of TASER guns. In some occasions, people were shocked repeatedly with TASER guns even after they had already collapsed onto the ground, or did not present a threat to the security of the officer at all. Several incidents of this type of TASER abuse have been reported.

On March 20, 2008, Darryl Turner was shocked for 37 seconds after he got into an argument with his manager. The officer shocked Turner immediately after entering the room, when Turner was standing with his hands at his side, making no attempt to harm anyone. After he collapsed, he was shocked again. He died minutes later.

On January 15, 2008, Mark Backlund was shocked by a TASER gun on Highway 694. He was on his way to pick his parents up from the airport but got into an accident. There were five officers at the scene. He was listed as uncooperative, and then TASERed. He died soon after in the hospital.

On December 28, 2007, Emily Delafield, a wheelchair-bound insane woman, was shocked ten times within two minutes. She was apparently waving knives and hammers around on her sister's property. She died soon after.

On November 13, 2006, Kristina Fretter was shocked while in handcuffs at a police station. She was drunk and unconscious. She also died shortly.

These incidents of excessive use of TASER guns have violated Article 3 of the United Nations Code of Conduct for Law Enforcement Officers, which states, "Law enforcement officials may use force only when strictly necessary and to the extent required for the performance of their duty", and are violations of human rights.

"The development and deployment of non-lethal incapacitating weapons should be carefully evaluated...and the use of such weapons should be carefully controlled", states the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials. The effects of TASER guns on people have never been studied before they started to be used on humans. According to Amnesty International, the only research that Taser International, (the manufacturer of TASER guns), has done on the effects of the TASER guns is having a company-paid farmer and doctor stun a pig and five dogs with a TASER gun. Taser International never researched the effects of TASERing a human. Using a weapon on a human before it is fully evaluated is a violation of human rights.

Finally, Article 2 of the United Nations Code of Conduct for Law Enforcement Officers states, "In the performance of their duty, law enforcement officials shall...uphold the human rights of all persons." and Article 8 states, "Law enforcement officials shall respect the law and the present Code. They shall also...prevent and rigorously oppose any violations of them." This asserts that

any officer that violated the Code or the Universal Declaration of Human Rights has violated the rights of humans. As of today, there have been many violations of the Code and the Universal Declaration of Human Rights in the abusive use of TASER guns. Therefore, TASER abuse is a violation of human rights.

Currently, there is not much that has been done about TASER abuse, because TASER policy is often a local issue. Individual law enforcement agencies decide the policies. People can help by lobbying in their own city to suspend the use of TASERs, or ask for more safety research on TASER guns. To improve a town's TASER policy, people can request information about TASERs, and then write to their police departments. They can also include advice on how to change the TASER policy. There have been many cases in which signed petitions have changed a town's TASER policy. There are also many other ways to change a town's TASER policy. Most of the time, regular people are the ones who act and because of them, many innocent lives can be saved.

TASER abuse is a violation of human rights in many different ways. It can be corrected if the TASER policy is improved. Let us work together so that there will be fewer violations of human rights, and the world will be a better place for many more people!

The Use of Child Soldiers Must Stop

Imagine that you are a young child walking around scared and unprotected because you were forced to fight in a war. You don't get to see your family and it is likely you may never see them again. One of your friends was just injured and you don't know if they will live or not. You are told what to do and have no control over your life. Everywhere you go you witness death and destruction. Everyday there are children in foreign countries forced to become soldiers who live in situations as terrible as this scenario or worse. Child soldiers are currently being used in 17 countries in Africa, Central America, and the Middle East, including Afghanistan, Colombia, India, Iraq, Somalia, and Sudan. These innocent children's basic human rights are being violated. It should be a part of the Universal Declaration of Human Rights and an international law that children should not be forced to be soldiers.

There are many moral arguments against children being used as soldiers, but few laws or international agreements. In article 3 of the Universal Declaration Of Human Rights it says, "Everyone has the right to life, liberty and security of person." Also Article 4 of the Universal Declaration says, "No one shall be held in slavery and servitude; slavery and the slave trade shall be prohibited in all their forms". If these children are forced to fight then they are being held in servitude. Also in article 5 it says, "No one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment." Since children are getting hurt in battle so their captors are violating this human right. These declarations can be used as an argument against the use of child soldiers. But there needs to be specific statements forbidding the use of child soldiers in the Universal Declaration of Human Rights and in international laws.

Some people are trying to stop the use of child soldiers. President Bush passed a law that

says that any person who enters the U.S and has been involved with recruiting child soldiers can be prosecuted. If found guilty they can be jailed for up to twenty years, or up to a life in prison if their action resulted in the child's death.

The Human Rights Watch has already put a lot of information out stating that people need to stop using child soldiers so that more people are aware of this issue. The U.S. Campaign to Stop the Use of Child Soldiers is made up of more than sixty U.S. Organizations. They are campaigning for U.S. ratification of the Optional Protocol to the Convention on the Rights of the Child. This convention is trying to stop the use of child soldiers.

There are some things that we can do to help. We can write to the President of the U.S. because he has connections to other countries. The President can tell other governments that using child soldiers is wrong because it is violation the child's human rights. He can tell the governments that it should be against the law in their countries to force children to be soldiers. We can also help to stop the use of child soldiers by giving money or helping support the Optional Protocol to the Convention on the Rights of the Child. Another organization we could give money to is Human Rights Watch because they are a main group that is watching this problem. We can also join the Human Rights Watch Children's Action Network. We need to create awareness so we need to tell the media and newspapers that they need to write about people in other countries using innocent children as soldiers. Finally, people need to know that major human rights documents don't say anything about children and their rights. We should make sure that major human rights documents have more information about children's human rights. If we do these things then we can help to stop the use of child soldiers.

These innocent children should stop being used as soldiers. It should be an international

law because children should have the right to be free and have fun and learn. When they are in the military they don't get to choose what they do and they never get time to play with friends or have the comfort of their family. Additionally, child soldiers may die young so by allowing this to happen the government is killing future generations. The kids that survive being soldiers may have mental health problems because they witnessed death and were forced to kill people. The use of child soldiers should be stopped NOW!!

HUMAN RIGHTS ESSAY

Has there ever been a big problem with illegal immigrants in Iowa? Well, I went on the web to find an article that violated a human right. I think I found a good one. It is about a huge raid on illegal immigrants working in a meat plant. Not just any meat plant, the biggest kosher meat plant in the nation. The government had been planning this raid for months, the immigration authorities from the **Immigration and Customs Enforcement** were in coordination with the local authorities. In one day they arrested around 387 people. It only took four days to sentence 297 workers to 5 months in prison for false documentation. Two people got sentenced for one year in prison for the same offense, and 8 more were convicted of a different crime. The last twenty-seven were just put on probation.

Those arrested were mainly from Guatemala. They came into the court room in groups of 10 and they all had shackles on their hands and feet. They had a Spanish interpreter say there pleas for them because they could not speak English. One by one, they stated they had taken the job using fraudulent immigration documents and/or social security cards. Right after they were done with this, they were moved to another court room for sentencing.

The prosecutors made a plea bargain to plead guilty for the lesser crime to avoid more serious charges. A lot of the immigrants agreed to immediate deportation after there sentence was up. The National Cattle Congress in Waterloo held the hearing. The place had mobile trailers and a dance hall that was modified to handle the proceedings.

What I think violated a human right was that the immigrants were denied a meeting with an immigration lawyer. They were rushed through the prosecution process without due process. The police officers even say you have a right to a lawyer, they say it when they make an arrest. The immigrants should have the same rights in the prosecution process as if they were U.S Citizens. The whole thing was over in four days, they had made the sentences for the workers and everything. This is why the American Immigration Lawyers Association protested.

This was the most sentences in a single day in the northern Iowa district. What is weird is it was most sentences in a day but only took four days to clear up. It is remarkable because immigration violations generally fall under civil statutes. Relatively few immigrants that were caught in raids have been charged with federal crimes like document fraud or identity theft. Even a law professor at Lewis and Clark Law School in Portland, Oregon said "To my knowledge, the magnitude of these indictments is completely unprecedented."

Only a couple of workers had no criminal record according to court documents. Representatives from the Agriprocessors Inc. said that they were working with the government and that the owner of the meat plant had been looking for a replacement for the chief executive officer of the company. They are the largest producer of kosher meat, but with a large portion of their workforce gone, they will have a hard time maintaining that status. The economy of Waterloo will also be greatly affected. The owner will have to find a new source of workers from within the U.S.A..

In the Bill of Rights amendment 5, it states that no one shall be deprived of liberty without due process. This clearly shows that the arrested workers have the right to have due process. In the Universal Declaration of Human Rights article 2, it states, "no distinction shall be made on the basis of the political, jurisdictional or international status of the country or territory to which a person belongs." Just because the workers were from Guatemala does not mean they don't deserve a fair trial. What the immigration authorities did was violate a human right.

I could go to school and become a lawyer to help future immigrants that find themselves in similar situations. I could also become an immigration authority that helps immigration cases. On the other hand I could just be more aware and make my multibillion dollar company only hire U.S. citizens.

Even though it seems bad, some of what happened is actually good. You get food in prison and you don't have to pay for it. Some of the workers were getting paid very little. A little girl said, "She knew what time she would start but not what time she would finish." So as I found out in my researching this project, this is a bigger problem then I realized and we need to fix it.

Date: 2/23/09

Item: 5.b

Proclamation



Women's History Month March 2009

Whereas: The City of Roseville is committed to recognizing and honoring contributions of all members of our community; and

Whereas: Women's History Week was established to accurately and completely promote women's historical achievements; and

Whereas: In 1980 the Joint Congressional Resolution declared the week of March 8 as National Women's History Week, and in 1987 Congress expanded the celebration of women's contributions to the entire month of March; and

Whereas: The movement recognizes and celebrates the contributions that women of every race, class and ethnic background have made to the world; and

Whereas: The 2009 National Women's History Month theme, *Women Taking the Lead to Save Our Planet*, encourages the recognition of the important work of women in the ongoing environmental movement; and

Whereas: *Women Taking the Lead to Save Our Planet* provides an opportunity to reevaluate our individual and our City's environmental impact; and

Whereas: The Roseville Human Rights Commission celebrates the contributions that generations of women have made to the City of Roseville, the State of Minnesota and the world.

Now, Therefore Be It Resolved, that the City Council hereby declare March 2009 to be Women's History Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 23rd day of February 2009.

Mayor Craig D. Klausing

Date: 2/23/09

Item: 6.a

Minutes of Special
Meeting of 2/07/09

No Attachment

Date: 2/23/09
Item: 6.b
Minutes of Special
Meeting of 2/09/09

No Attachment

Date: 2/23/09

Item: 6.c

Minutes of 2/07/09

Closed Executive Session

No Attachment

Date: 2/23/09

Item: 6.d

Minutes of 2/09/09

Regular Meeting

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 2/23/2009
Item No.: 7.a

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$813,880.47
54294-54419	\$399,046.20
Total	\$1,212,926.67

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: Checks for Approval Report

Accounts Payable

Checks for Approval

User: mjenson

Printed: 02/17/2009 - 1:52 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/03/2009	General Fund	Operating Supplies	Staples-ACH	DVD's	10.65
0	02/03/2009	Information Technology	Operating Supplies	Staples-ACH	DVD's	10.66
0	02/03/2009	Recreation Fund	Operating Supplies	Franklin Covey-ACH	Calendar	25.58
0	02/03/2009	Storm Drainage	Operating Supplies	National Camera Exchange-ACH	Film Processing	34.12
0	02/03/2009	Storm Drainage	Operating Supplies	Ace Hardware-ACH	Red Pint	10.23
0	02/03/2009	Water Fund	Operating Supplies	Menards-ACH	Extruded Pick	147.88
0	02/03/2009	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	Hosting, Domain Names	75.00
0	02/03/2009	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	Hosting, Domain Names	25.00
0	02/03/2009	Sanitary Sewer	Operating Supplies	Marathon Oil-ACH	Fuel	29.89
0	02/03/2009	Sanitary Sewer	Operating Supplies	Marathon Oil-ACH	Credit	-29.89
0	02/03/2009	Sanitary Sewer	Operating Supplies	Marathon Oil-ACH	Fuel	14.94
0	02/03/2009	Sanitary Sewer	Operating Supplies	Mills Fleet Farm-ACH	Burner	49.84
0	02/03/2009	General Fund	Operating Supplies	Menards-ACH	Fire Station Supplies	60.78
0	02/03/2009	Recreation Fund	Operating Supplies	Michaels-ACH	HANC Supplies	22.36
0	02/03/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Fasteners, Anchors, Nails	8.52
0	02/03/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	240.91
0	02/03/2009	P & R Contract Maintenance	Operating Supplies	Home Depot- ACH	Tool Combo Kit	328.70
0	02/03/2009	Recreation Fund	Operating Supplies	Cub Foods- ACH	Senior Club Supplies	7.85
0	02/03/2009	General Fund	Operating Supplies	Sirchie Finger Print-ACH	Ink Pads	39.36
0	02/03/2009	General Fund	Use Tax Payable	Sirchie Finger Print-ACH	Sales/Use Tax	-2.40
0	02/03/2009	Information Technology	Contract Maintenance	Microsoft Tech Support-ACH	PPI Phone	259.00
0	02/03/2009	Information Technology	Contract Maintenance	Microsoft Tech Support-ACH	Credit	-259.00
0	02/03/2009	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Hockey Rink Supplies	36.06
0	02/03/2009	General Fund	Operating Supplies	Superamerica-ACH	Mayor's Election Judge Recept.	81.00
					Supplies	
0	02/03/2009	General Fund	Other Improvements	National Business Furniture-AC	High Back Chair	575.66
0	02/03/2009	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Shop Supplies	57.65
0	02/03/2009	Recreation Fund	Operating Supplies	Michaels-ACH	Custom Frame	79.55
0	02/03/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Fasteners	17.06
0	02/03/2009	Recreation Fund	Office Supplies	Walgreens-ACH	Display Case Decorations	52.34
0	02/03/2009	Recreation Fund	Office Supplies	Walgreens-ACH	Display Case Decorations	2.14
0	02/03/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	HANC Supplies	8.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/03/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	HANC Supplies	19.03
0	02/03/2009	General Fund	Conferences	U of M CCE Online-ACH	MPWA Fall Conference	225.00
0	02/03/2009	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Cutting	9.54
0	02/03/2009	Information Technology	Operating Supplies	Dell- ACH	Power Supply	95.00
0	02/03/2009	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Fasteners	18.14
0	02/03/2009	Recreation Fund	Operating Supplies	Petco-ACH	HANC Supplies	30.77
0	02/03/2009	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Credit	-51.24
0	02/03/2009	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Shipping	51.24
0	02/03/2009	General Fund	Professional Services	Roseville Bakery-ACH	Ethics Training Supplies	14.75
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Walgreens-ACH	Beverages	6.41
0	02/03/2009	General Fund	Training	U of M CCE Online-ACH	City Engineers Annual Conference	265.00
0	02/03/2009	Sanitary Sewer	Operating Supplies	Harbor Freight Tools-ACH	Dolly	18.14
0	02/03/2009	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Carbonless Forms	192.15
0	02/03/2009	General Fund	Operating Supplies	Nelsons Cheese & Deli-ACH	Slaw, Pasta	35.99
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Papa John's-ACH	Pizza	115.93
0	02/03/2009	Recreation Fund	Operating Supplies	Menards-ACH	HANC Supplies	10.47
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	178.30
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	310.43
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	5.29
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	148.91
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	142.29
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	161.19
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	141.32
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	158.77
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	165.61
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	144.47
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	161.62
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	136.58
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	170.32
0	02/03/2009	General Fund Donations	Supplies - Target Corp Grant	Target- ACH	Shop With a Cop Items	148.36
0	02/03/2009	Water Fund	Water Meters	Kath Auto Parts-ACH	Meter Van Supplies	52.04
0	02/03/2009	Info Tech/Contract Cities	North St. Paul Computer Equip	Network Solutions-ACH	Acquisition	69.98
0	02/03/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Cancy Canes	14.89
0	02/03/2009	Recreation Fund	Office Supplies	Staples-ACH	Office Supplies	136.85
0	02/03/2009	Recreation Fund	Office Supplies	Staples-ACH	Credit	-56.27
0	02/03/2009	Recreation Fund	Operating Supplies	Radio City-ACH	Adapters	21.30
0	02/03/2009	Recreation Fund	Operating Supplies	O'Reilly Automotive-ACH	Fuse	3.19
0	02/03/2009	Recreation Fund	Memberships & Subscriptions	Mn Dept of Labor-ACH	Boiler License Renewal	20.00
0	02/03/2009	Water Fund	Contract Maintenance	PayPal-ACH	UB Verisign Renewal	18.03
0	02/03/2009	Storm Drainage	Contract Maintenance	PayPal-ACH	UB Verisign Renewal	18.03
0	02/03/2009	Sanitary Sewer	Contract Maintenance	PayPal-ACH	UB Verisign Renewal	18.04
0	02/03/2009	Recreation Fund	Operating Supplies	Suburban Ace Hardware-ACH	Fasteners	8.53
0	02/03/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Tickets	59.61
0	02/03/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Caulk	6.17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/03/2009	Recreation Fund	Operating Supplies	Kath Auto Parts-ACH	Fuses, Polish	21.32
Check Total:						5,661.64
0	02/04/2009	Recreation Fund	Professional Services	Carole Gernes	Preschool Programs	90.00
0	02/04/2009	Recreation Fund	Professional Services	Barbara Carlson	Community Band Librarian-Oct-Dec 2008	117.00
0	02/04/2009	General Fund	Conferences	Duane Schwartz	MPWA Conference Reimbursement	934.24
0	02/04/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	1,000.00
0	02/04/2009	License Center	Transportation	Mary Dracy	Mileage Reimbursement	46.80
0	02/04/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	780.00
0	02/04/2009	License Center	Transportation	Bridget Koeckeritz	Mileage Reimbursement	32.76
0	02/04/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	54.97
0	02/04/2009	Recreation Fund	Printing	Roseville Area Schools	Copies	169.93
0	02/04/2009	Recreation Fund	Advertising	Roseville Area Schools	Copies	169.92
0	02/04/2009	Workers Compensation	Professional Services	Berkley Risk Administrators Co	Additional Admin. Services-Jan-Dec 2008	3,818.00
0	02/04/2009	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Saw Blade	79.95
0	02/04/2009	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Leader Hose, Labor Parts	326.04
0	02/04/2009	P & R Contract Maintenance	Operating Supplies	Praxair Distribution -	Press	18.26
0	02/04/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	132.50
0	02/04/2009	General Fund	Professional Services	Jensen, Bell, Converse & Erick	Legal Services	11,586.40
0	02/04/2009	General Fund	Utilities	Xcel Energy	Civil Defense	63.91
0	02/04/2009	General Fund	Utilities	Xcel Energy	Fire #1	1,921.43
0	02/04/2009	Golf Course	Utilities	Xcel Energy	Golf	730.76
0	02/04/2009	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	10,850.17
0	02/04/2009	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	10,176.59
0	02/04/2009	P & R Contract Maintenance	Utilities	Xcel Energy	P&R	3,632.85
0	02/04/2009	General Fund	Utilities	Xcel Energy	Fire Station #2	1,117.44
0	02/04/2009	Sanitary Sewer	Utilities	Xcel Energy	Sewer	1,052.34
0	02/04/2009	Recreation Fund	Utilities	Xcel Energy	Skating	19,791.19
0	02/04/2009	General Fund	Utilities	Xcel Energy	Street Light	339.33
0	02/04/2009	Storm Drainage	Utilities	Xcel Energy	Storm Water	15.91
0	02/04/2009	General Fund	Utilities	Xcel Energy	Taffic Signal	2,117.47
0	02/04/2009	Water Fund	Utilities	Xcel Energy	Water	5,278.25
0	02/04/2009	General Fund	Utilities	Xcel Energy	Street Light	12,792.23
0	02/04/2009	General Fund	Other Improvements	Ancom Communications, Inc.	Palm Mic	95.05
0	02/04/2009	General Fund	Use Tax Payable	Ancom Communications, Inc.	Sales/Use Tax	-5.80
0	02/04/2009	Storm Drainage	Professional Services	Gopher State One Call	Billable Tickets	188.61
0	02/04/2009	Sanitary Sewer	Professional Services	Gopher State One Call	Billable Tickets	188.61
0	02/04/2009	Water Fund	Professional Services	Gopher State One Call	Billable Tickets	188.62
0	02/04/2009	Storm Drainage	Professional Services	Gopher State One Call	Billable Tickets	181.79
0	02/04/2009	Sanitary Sewer	Professional Services	Gopher State One Call	Billable Tickets	181.80
0	02/04/2009	Water Fund	Professional Services	Gopher State One Call	Billable Tickets	181.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/04/2009	Storm Drainage	Professional Services	Gopher State One Call	Billable Tickets	60.53
0	02/04/2009	Sanitary Sewer	Professional Services	Gopher State One Call	Billable Tickets	60.53
0	02/04/2009	Water Fund	Professional Services	Gopher State One Call	Billable Tickets	60.53
0	02/04/2009	P & R Contract Maintenance	Operating Supplies	Grainger Inc	Nylon Rope	78.47
0	02/04/2009	P & R Contract Maintenance	Operating Supplies	Safety Kleen Systems	Washer Service	331.66
0	02/04/2009	Recreation Fund	Furniture & Fixtures	Becker Arena Products, Inc.	Rental Skates	2,482.52
Check Total:						93,511.36
0	02/05/2009	Recreation Fund	Operating Supplies	Becker Arena Products, Inc.	Glass Suction Cups	142.71
0	02/05/2009	License Center	Professional Services	Marsden Building Maint., Inc.	Janitorial Service-Jan 2009	632.61
0	02/05/2009	Recreation Fund	Contract Maintenance	Marsden Building Maint., Inc.	Janitorial Service-Jan 2009	799.82
0	02/05/2009	Recreation Fund	Contract Maintenance	Marsden Building Maint., Inc.	Janitorial Service-Jan 2009	1,513.37
0	02/05/2009	General Fund	Professional Services	Marsden Building Maint., Inc.	Janitorial Service-Jan 2009	741.24
0	02/05/2009	General Fund	Professional Services	Marsden Building Maint., Inc.	Janitorial Service-Jan 2009	5,598.71
0	02/05/2009	Recreation Fund	Operating Supplies	R & R Specialties Inc	Impeller	133.88
0	02/05/2009	Recreation Fund	Professional Services	Hannah Stolba	Basketball Score keeping	120.00
0	02/05/2009	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	26.00
0	02/05/2009	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	7.00
0	02/05/2009	Recreation Fund	Professional Services	Alaina Bean	Assistant Dance Instructor	50.00
0	02/05/2009	License Center	Transportation	Mary Dracy	Mileage Reimbursement	61.05
0	02/05/2009	Community Development	Transportation	Joel Koepp	Mileage Reimbursement	23.65
0	02/05/2009	Community Development	Transportation	Joel Koepp	Parking Reimbursement	6.00
0	02/05/2009	License Center	Transportation	Bridget Koeckeritz	Mileage Reimbursement	71.50
0	02/05/2009	Water Fund	Operating Supplies	Total Tool	Allen Chain Wrench	43.10
0	02/05/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	183.56
0	02/05/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	631.55
0	02/05/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	360.00
0	02/05/2009	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Jan 13 Payroll Deduction	80.00
0	02/05/2009	General Fund	Transportation	William Malinen	Mileage Reimbursement	79.28
0	02/05/2009	License Center	Transportation	Jill Theisen	Mileage Reimbursement	237.60
0	02/05/2009	License Center	Professional Services	Electro Watchman, Inc.	Security System-License Center	191.70
0	02/05/2009	General Fund	Operating Supplies	North Heights Hardware Hank	Oil	3.72
0	02/05/2009	General Fund	Operating Supplies	North Heights Hardware Hank	Wrench	38.64
0	02/05/2009	P & R Contract Maintenance	Operating Supplies	North Heights Hardware Hank	Shovel	17.03
0	02/05/2009	General Fund	Contract Maintenance	Metro Garage Door Co, Inc.	Emergency Repair	308.95
0	02/05/2009	License Center	Office Supplies	Resolution Graphics, Inc	Envelopes	297.14
0	02/05/2009	General Fund	Printing	Resolution Graphics, Inc	Envelopes	662.80
0	02/05/2009	Community Development	Professional Services	TR Computer Sales, LLC	PermitWorks Annual Support	2,816.14
0	02/05/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	980.50
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	0.45
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	143.38
0	02/05/2009	Storm Drainage	Telephone	NEXTEL Communications	Cell Phones	199.85
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	16.90

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/05/2009	Sanitary Sewer	Telephone	NEXTEL Communications	Cell Phones	266.11
0	02/05/2009	Recreation Fund	Telephone	NEXTEL Communications	Cell Phones	136.05
0	02/05/2009	Recreation Fund	Telephone	NEXTEL Communications	Cell Phones	51.20
0	02/05/2009	P & R Contract Maintenance	Telephone	NEXTEL Communications	Cell Phones	215.35
0	02/05/2009	Golf Course	Telephone	NEXTEL Communications	Cell Phones	34.75
0	02/05/2009	Community Development	Telephone	NEXTEL Communications	Cell Phones	116.75
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	33.96
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	16.90
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	67.60
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	472.76
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	398.92
0	02/05/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	1,156.54
0	02/05/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Roll Towels, Black Liners, Toilet Tissue	453.69
0	02/05/2009	Sanitary Sewer	Operating Supplies	CCP Industries Inc	Nitrile Gloves	89.50
0	02/05/2009	Sanitary Sewer	Operating Supplies	CCP Industries Inc	Safety Cuff, Gloves	136.41
0	02/05/2009	Sanitary Sewer	Operating Supplies	CCP Industries Inc	Lea Palm	143.62
Check Total:						21,009.94
0	02/10/2009	Recreation Fund	Operating Supplies	Uniforms Unlimited-ACH	Dance Costumes	1,471.90
0	02/10/2009	General Fund	Operating Supplies	Office Depot- ACH	Ink Cartridges	36.27
0	02/10/2009	Boulevard Landscaping	Operating Supplies	Grainger-ACH	Larpenteur Sprinklers Supplies	57.41
0	02/10/2009	Boulevard Landscaping	Operating Supplies	Suburban Ace Hardware-ACH	Larpenteur Irrigation Supplies	9.26
0	02/10/2009	General Fund Donations	Supplies - Target Corp Grant	Walgreens-ACH	Fantus	3.20
0	02/10/2009	General Fund	Recognition Program	Byerly's- ACH	Bob Willmas' Cake	69.98
0	02/10/2009	Community Development	Operating Supplies	Crucial.Com-ACH	Lloyd Computer	66.17
0	02/10/2009	P & R Contract Maintenance	Operating Supplies	ERS Digital-ACH	Clearprint Vellum	62.13
0	02/10/2009	Water Fund	Water Meters	Suburban Ace Hardware-ACH	Bushings	5.32
0	02/10/2009	General Fund	Training	Nelsons Cheese & Deli-ACH	Food During Taser Training	10.44
0	02/10/2009	Golf Course	Conferences	MNLA-ACH	MN Green Expo	73.00
0	02/10/2009	General Fund	Operating Supplies	Grainger-ACH	Fire Station Supplies	77.74
0	02/10/2009	General Fund	Operating Supplies	Menards-ACH	Fire Station Supplies	93.47
0	02/10/2009	Sanitary Sewer	Operating Supplies	North Hgts Hardware Hank-ACH	Propane Cylinder	4.26
0	02/10/2009	Recreation Fund	Office Supplies	Staples-ACH	Office Supplies	26.61
0	02/10/2009	Police Forfeiture Fund	Professional Services	Nelsons Cheese & Deli-ACH	Supplies/Food-Barricaded Susp. Incident	110.71
0	02/10/2009	Police Forfeiture Fund	Professional Services	Nelsons Cheese & Deli-ACH	Supplies/Food-Barricaded Susp. Incident	44.99
0	02/10/2009	General Fund	Operating Supplies	Superamerica-ACH	Emergency Supplies	7.47
0	02/10/2009	Police Forfeiture Fund	Professional Services	White Castle-ACH	Lunch for East Metro Swat	41.18
0	02/10/2009	Police Forfeiture Fund	Professional Services	REI-ACH	Supplies/Food-Barricaded Susp. Incident	17.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/10/2009	Police Forfeiture Fund	Professional Services	Honey Baked Ham-ACH	Supplies/Food-Barricaded Susp. Incident	73.30
0	02/10/2009	General Fund	Operating Supplies	Grainger-ACH	Fire Station Supplies	77.74
0	02/10/2009	General Fund	Operating Supplies	McDonald's-ACH	Food for Residents-Barricaded Susp.Emerg	112.22
0	02/10/2009	Police Forfeiture Fund	Professional Services	McDonald's-ACH	Supplies/Food-Barricaded Susp. Incident	82.73
0	02/10/2009	Information Technology	Operating Supplies	Suburban Ace Hardware-ACH	Drill Bit	7.86
0	02/10/2009	Police Forfeiture Fund	Professional Services	Byerly's- ACH	Supplies/Food-Barricaded Susp. Incident	142.70
0	02/10/2009	Police Forfeiture Fund	Professional Services	Jimmy John's Sandwiches- ACH	Lunch with Wounded Officer	83.64
0	02/10/2009	General Fund	Operating Supplies	Reed's Sales-ACH	Valve	19.85
0	02/10/2009	P & R Contract Maintenance	Training	MNLA-ACH	Mn Green Expo Registration	186.00
0	02/10/2009	Recreation Fund	Professional Services	Janus Elevator-ACH	PBX Repair	69.72
0	02/10/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Window Parts	47.45
0	02/10/2009	Recreation Fund	Operating Supplies	Petco-ACH	Animal Supplies	10.29
0	02/10/2009	Information Technology	Training	Grumpy's Grill-ACH	Training Meal	193.80
0	02/10/2009	Recreation Fund	Operating Supplies	Costume Gallery-ACH	Skating Costumes	2,605.67
0	02/10/2009	General Fund	Operating Supplies	Superamerica-ACH	Station Supplies	7.45
0	02/10/2009	License Center	Operating Supplies	Walgreens-ACH	Gift Bags for Dealers	8.01
0	02/10/2009	Recreation Fund	Operating Supplies	Wolff Fording Inc- ACH	Shirts	137.85
0	02/10/2009	General Fund	Vehicle Supplies	Checker-ACH	Vehicle Supplies	14.93
0	02/10/2009	Recreation Fund	Operating Supplies	Dansco-ACH	Skating Costumes	139.47
0	02/10/2009	Recreation Fund	Operating Supplies	Dansco-ACH	Skating Costumes	1,753.64
0	02/10/2009	Recreation Fund	Operating Supplies	Liberts-ACH	Skating Costumes	841.07
0	02/10/2009	Recreation Fund	Operating Supplies	Design Works-ACH	Skating Costumes	964.00
0	02/10/2009	Recreation Fund	Operating Supplies	Curtain Call-ACH	Skating Costumes	1,964.46
0	02/10/2009	Community Development	Conferences	Economic Dev. Asso MN-ACH	Winter Conference-Trudgeon, Radel	290.00
0	02/10/2009	General Fund	Training	National Safety Council-ACH	Drivers Training Materials	172.18
0	02/10/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Binders	40.01
0	02/10/2009	General Fund	Operating Supplies	Network Solutions-ACH	MNGFOA Web Domain Registration	34.99
0	02/10/2009	Water Fund	Operating Supplies	Toll Company-ACH	Hard Hat	14.82
0	02/10/2009	Info Tech/Contract Cities	North St. Paul Computer Equip	Crucial.Com-ACH	Computer Equipment	251.85
0	02/10/2009	General Fund	Operating Supplies	Menards-ACH	Fire Station Supplies	11.90
0	02/10/2009	Community Development	Operating Supplies	Office Depot- ACH	Notebook Dividers	48.68
0	02/10/2009	General Fund	Operating Supplies	Target- ACH	Holiday Supplies for On-Duty Crew	67.98
0	02/10/2009	Police Forfeiture Fund	Professional Services	Target- ACH	Gift Card	50.00
Check Total:						12,814.77
0	02/10/2009	Water Fund	Water - Roseville	City of Roseville- ACH	January Water	11,447.23
0	02/10/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 1/13 Payroll	32,679.81
0	02/10/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 1/13 Payroll	43,150.42
0	02/10/2009	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 1/13 Payroll	8,118.13

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/10/2009	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for 1/27 Payroll	9,010.81
0	02/10/2009	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 1/13 Payroll	57,241.42
0	02/10/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 1/13 Payroll	24,831.05
0	02/10/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 1/13 Payroll	24,831.05
0	02/10/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 1/13 Payroll	21,425.46
0	02/10/2009	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	60.00
0	02/10/2009	General Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	378.00
0	02/10/2009	Information Technology	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	52.00
0	02/10/2009	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	3,693.00
0	02/10/2009	Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	308.00
0	02/10/2009	P & R Contract Maintenance	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	4.00
0	02/10/2009	Community Development	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	6.00
0	02/10/2009	License Center	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	136.00
0	02/10/2009	Police Forfeiture Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	78.00
0	02/10/2009	Recreation Improvements	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	198.00
0	02/10/2009	Sanitary Sewer	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	91.00
0	02/10/2009	Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	7,309.00
0	02/10/2009	Water Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	3.00
0	02/10/2009	Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	290.00
0	02/10/2009	Housing & Redevelopment	AUse Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax Dec 08	13.00
0	02/10/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 1/29 Payroll	18,648.85
0	02/10/2009	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 1/27 Payroll	47,599.48
0	02/10/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 1/27 Payroll	24,578.56
0	02/10/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 1/27 Payroll	24,578.56
0	02/10/2009	General Fund	Postage	Pitney Bowes - Monthly ACH	January 2009 Postage	3,000.00
0	02/10/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 1/27 Payroll	29,857.75
0	02/10/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 1/27 Payroll	38,892.40
0	02/10/2009	Police - DWI Enforcement	Operating Supplies	Roseville License Center-ACH	Vehicle Licensing	80.00
0	02/10/2009	Workers Compensation	Police Patrol Claims	Berkley Risk- ACH	January Work Comp Claims	3,083.45
0	02/10/2009	Workers Compensation	Street Department Claims	Berkley Risk- ACH	January Work Comp Claims	288.39
0	02/10/2009	General Fund	Salaries - Regular	Berkley Risk- ACH	January Work Comp Claims	3,400.00
Check Total:						439,361.82
0	02/10/2009	Internal Service - Interest	Investment Income	RVA- ACH	December Interest	1,296.33
0	02/10/2009	Recreation Fund	Credit Card Fees	US Bank-ACH	December Card Terminal Charges	122.27
0	02/10/2009	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	December Card Terminal Charges	1,021.66
0	02/10/2009	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	December Card Terminal Charges	272.71
0	02/10/2009	General Fund	Motor Fuel	MN Dept of Revenue-ACH	Dec 2008 Fuel Tax	692.07
Check Total:						3,405.04
0	02/11/2009	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	190,650.93

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/11/2009	Telephone	Telephone	FSH Communications-LLC	Payphone Advantage Service	63.90
0	02/11/2009	Water Fund	Professional Services	Radix Corporation	Monthly Support Fee-March 2009	93.33
0	02/11/2009	Water Fund	Use Tax Payable	Radix Corporation	Sales/Use Tax	-5.70
0	02/11/2009	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping Charges-Jan 2009	497.25
0	02/11/2009	General Fund	Vehicle Supplies	Force America, Inc.	Tubes	243.08
0	02/11/2009	Housing & Redevelopment A	Printing	George Hornik	Home & Garden Fair Printing	4,259.01
					Reimburs.	
0	02/11/2009	Housing & Redevelopment A	Printing	George Hornik	Home & Garden Fair Printing	53.97
					Reimburs.	
0	02/11/2009	Housing & Redevelopment A	Printing	George Hornik	Home & Garden Fair Printing	266.38
					Reimburs.	
0	02/11/2009	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections-Jan 09	5,748.32
0	02/11/2009	Community Development	Office Supplies	Jamie Radel	Reimbursement for Office Supplies	33.08
0	02/11/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 2/10 Payroll	7,799.54
0	02/11/2009	General Fund	Clothing	Allen Knoll	Boot Reimbursement Per Union	107.00
					Contract	
0	02/11/2009	General Fund	210600 - Union Dues Deduction	Local Teamsters #320	Payroll Deduction for 2/10 Union	553.24
					Dues	
0	02/11/2009	Community Development	Transportation	Jamie Radel	Parking Reimbursement	7.50
0	02/11/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-March 2009	2,500.00
0	02/11/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-March 2009	1,700.00
0	02/11/2009	Telecommunications	Operating Supplies	Tim Pratt	Parts	43.32
0	02/11/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	166.15
0	02/11/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	348.62
0	02/11/2009	Workers Compensation	Professional Services	SFM Risk Solutions	Work Comp.	998.00
0	02/11/2009	General Fund	SCBA Equipment	Jefferson Fire & Safety, Inc.	Pig Fire Gloves	1,511.09
0	02/11/2009	Solid Waste Recycle	Conferences	Recycling Association of MN	2009 Recycling Markets Forum-Pratt	20.00
0	02/11/2009	General Fund	Contract Maintenance	Metro Garage Door Co, Inc.	Repair Garage Door	1,050.00
0	02/11/2009	General Fund	Op Supplies - City Hall	AmSan Brissman-Kennedy, Inc.	Credit Memo	-52.23
0	02/11/2009	General Fund	Op Supplies - City Hall	AmSan Brissman-Kennedy, Inc.	Floor Stripper, Floor Finish	376.59
0	02/11/2009	Water Fund	Operating Supplies	Aggregate Industries, Inc.	Limestone	681.31
0	02/11/2009	License Center	Contract Maintenance	Quicksilver Express Courier	Delivery Service	151.62
0	02/11/2009	General Fund	Utilities	Xcel Energy	Fire #3	2,598.10
0	02/11/2009	Recreation Fund	Utilities	Xcel Energy	Nature Center	1,011.01
0	02/11/2009	License Center	Utilities	Xcel Energy	Motor Vehicle	692.69
0	02/11/2009	Water Fund	Utilities	Xcel Energy	2501 Fairview/Water Tower	283.52
0	02/11/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	53.47
0	02/11/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	25.32
0	02/11/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	16.45
0	02/11/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	16.24
0	02/11/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	145.66
0	02/11/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	33.70
0	02/11/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	32.11
0	02/11/2009	General Fund	Office Supplies	Unisource Worldwide-No Central	Copy Paper	670.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	02/11/2009	General Fund	Vehicle Supplies	Napa Auto Parts	Washer	58.53
0	02/11/2009	General Fund	Vehicle Supplies	Napa Auto Parts	Washer	87.79
0	02/11/2009	General Fund	Vehicle Supplies	Napa Auto Parts	Oil Filter	11.48
0	02/11/2009	General Fund	Vehicle Supplies	Napa Auto Parts	Air Filter	30.12
0	02/11/2009	General Fund	Vehicle Supplies	Napa Auto Parts	Serpentine	22.14
0	02/11/2009	General Fund	Vehicle Supplies	Grainger Inc	Broom, Pick Up Kit	35.46
0	02/11/2009	General Fund	Vehicle Supplies	Grainger Inc	Cutting Fluid	46.75
0	02/11/2009	General Fund	Contract Maint. - City Garage	Grainger Inc	T-Stat Vac	245.82
0	02/11/2009	General Fund	Op Supplies - City Hall	Eagle Clan Enterprises, Inc	Roll Towels, Green Foam	329.09
0	02/11/2009	General Fund	Vehicle Supplies	CCP Industries Inc	Glass Cleaner, Brake Cleaner	153.14
0	02/11/2009	Information Technology	Contract Maintenance	Berbee Info Networks, Inc.	Anti-Spam, Anti-Virus	1,120.88
0	02/11/2009	General Fund	Op Supplies - City Hall	Tessman Seed Co - St. Paul	Ice Melt	531.08
Check Total:						228,115.90
54294	02/04/2009	Water Fund	Operating Supplies	Batteries Plus, Inc.	Lithium Batteries	70.43
Check Total:						70.43
54295	02/04/2009	Recreation Fund	Professional Services	Angela Benes	Tap for Seniors Instructor-Nov/Dec 2008	240.00
Check Total:						240.00
54296	02/04/2009	P & R Contract Maintenance	Operating Supplies	Central Power Distributors Inc	Loop	32.12
Check Total:						32.12
54297	02/04/2009	General Fund	Medical Services	ChoicePoint Services, Inc.	Three Enrollment Charges	96.00
Check Total:						96.00
54298	02/04/2009	General Fund	Tuition Reimbursement	Dakota County Technical Colleg	Defensive Driving-Snow Plow Training	400.00
Check Total:						400.00
54299	02/04/2009	Pathway Maintenance Fund	Contract Maintenance	FPI Paving Contractors, Inc.	Skating Center Parking Lot Repair	1,100.00
Check Total:						1,100.00
54300	02/04/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	400.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54300	02/04/2009	Contracted Engineering Svcs	Transportation	Kristine Giga	Mileage Reimbursement-July-Dec 2008	231.08
Check Total:						631.08
54301	02/04/2009	Building Improvements	GEO Thermal Project	Harty Mechanical, Inc.	GEO Thermal Project	202,732.46
Check Total:						202,732.46
54302	02/04/2009	Vehicle Revolving	Vehicles & Equipment	HealthEast Transportation	Vehicle Conversion	2,709.73
54302	02/04/2009	Vehicle Revolving	Vehicles & Equipment	HealthEast Transportation	Vehicle Conversion	2,662.24
54302	02/04/2009	General Fund	Other Improvements	HcalthEast Transportation	Vehicle Conversion	1,058.55
54302	02/04/2009	Vehicle Revolving	Vehicles & Equipment	HealthEast Transportation	Vehicle Conversion	2,603.65
54302	02/04/2009	Vehicle Revolving	Vehicles & Equipment	HealthEast Transportation	Vehicle Conversion	7,214.42
Check Total:						16,248.59
54303	02/04/2009	Recreation Fund	Professional Services	Jean Herther	Dance Apparel Refund	45.00
Check Total:						45.00
54304	02/04/2009	Water Fund	Operating Supplies	Interstate PowerSystems	Heater	285.19
Check Total:						285.19
54305	02/04/2009	General Fund	Training	League of MN Cities	Reducing Energy Costs Class	40.00
Check Total:						40.00
54306	02/04/2009	Recreation Fund	Advertising	Lillie Suburban Newspaper Inc	Open Skate Ad	220.80
Check Total:						220.80
54307	02/04/2009	Water Fund	Operating Supplies	Menards	Hose	96.27
Check Total:						96.27
54308	02/04/2009	Recreation Fund	Professional Services	Michael Miller/ISN	54 Games Adult basketball game officials	2,700.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	2,700.00
54309	02/04/2009	P & R Contract Maintenance	Vehicle Supplies	Overhead Door Co of the Northl	Transmitter	95.85
					Check Total:	95.85
54310	02/04/2009	General Fund	Other Improvements	Photo Creations by Christina	Photo Mounting-2008 CIP	73.65
					Check Total:	73.65
54311	02/04/2009	Water Fund	Professional Services	Quality Restoration Services,	Detour Arrows, Barricades, Signs	172.57
					Check Total:	172.57
54312	02/04/2009	General Fund	Professional Services	Ramsey County	Truth in Taxation Notice	2,802.89
54312	02/04/2009	Storm Drainage	Contract Maintenance	Ramsey County	Reimbursement Operating Costs-Larpenteur Lift Station	863.44
					Check Total:	3,666.33
54313	02/04/2009	Recreation Improvements	Acorn Shelter Demo	Ray Anderson & Sons Companie,	Acorn shelter and play area demolition	5,900.00
					Check Total:	5,900.00
54314	02/04/2009	Recreation Fund	Professional Services	Roseville Boys Hockey Booster	Holiday Tournament Goal Judges	400.00
					Check Total:	400.00
54315	02/04/2009	Water Fund	Professional Services	Twin City Water Clinic, Inc.	Blanket PO for water testing (bacteria t	400.00
					Check Total:	400.00
54316	02/04/2009	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	Remove Dead Trees	718.88
					Check Total:	718.88
54317	02/04/2009	Recreation Fund	Operating Supplies	US Bank	Petty Cash Reimbursement	64.79

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	64.79
54318	02/04/2009	Recreation Fund	Contract Maintenance	US Environmental Resources	Consulting Services	350.00
					Check Total:	350.00
54319	02/04/2009	Storm Drainage	Operating Supplies	Viking Industrial Center	PVC Coated Gloves	7.94
					Check Total:	7.94
54320	02/05/2009	Recreation Fund	Professional Services	AARP	AARP Driving Instructor	270.00
					Check Total:	270.00
54321	02/05/2009	Recreation Fund	Professional Services	AARP	AARP Driving Instructor	248.00
					Check Total:	248.00
54322	02/05/2009	General Fund	Clothing	Aspen Mills Inc.	Patches	35.70
54322	02/05/2009	General Fund	Clothing	Aspen Mills Inc.	Pants, Patches	100.79
					Check Total:	136.49
54323	02/05/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
54323	02/05/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
					Check Total:	35.86
54324	02/05/2009	General Fund	Clothing	Classic Lines	8 Fire Helmet Names	59.64
					Check Total:	59.64
54325	02/05/2009	Information Technology	Telephone	Comcast Cable	High Speed Internet	21.76
					Check Total:	21.76
54326	02/05/2009	Water Fund	Water Meters	Dakota Supply Group	Meter Supplies	221.54
					Check Total:	221.54

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54327	02/05/2009	Recreation Fund	Professional Services	Shane Donohue	Cross Country Ski Instructor	150.00
					Check Total:	150.00
54328	02/05/2009	General Fund	Operating Supplies	Ecolab Inc	Digiclean Foam	254.79
					Check Total:	254.79
54329	02/05/2009	Water Fund	Operating Supplies	Ted Fish	Reimbursement-Food During Water Break	27.76
					Check Total:	27.76
54330	02/05/2009	Recreation Fund	Professional Services	Forecast Public Artworks, Corp	Consulting Service-Payment 2/2	1,000.00
					Check Total:	1,000.00
54332	02/05/2009	Water Fund	Operating Supplies	General Industrial Supply Co.	Ratchet Strap	14.91
54332	02/05/2009	Water Fund	Operating Supplies	General Industrial Supply Co.	Electric Wall Clock	29.76
					Check Total:	44.67
54333	02/05/2009	Recreation Fund	Professional Services	Celia Gillette	Basketball Score Keeping	80.00
					Check Total:	80.00
54334	02/05/2009	Fire Equipment	Fire Department Vehicles	HealthEast Transportation	Vehicle Conversion	2,931.45
					Check Total:	2,931.45
54335	02/05/2009	Golf Course	Advertising	Idearc Media	Advertising-Prepay	465.69
					Check Total:	465.69
54336	02/05/2009	General Fund	Professional Services	IFP, TEST SERVICES	Psychological Exams	395.00
					Check Total:	395.00
54337	02/05/2009	Recreation Fund	Professional Services	Robert Johnson	Score Keeping	90.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						90.00
54338	02/05/2009	Recreation Fund	Professional Services	Amy Karel	Basketball Score Keeping	40.00
Check Total:						40.00
54339	02/05/2009	Recreation Fund	Fee Program Revenue	Craig Larson	Resident Team Discount	60.00
Check Total:						60.00
54340	02/05/2009	Recreation Fund	Professional Services	Kristen Lear	Score Keeping	120.00
Check Total:						120.00
54341	02/05/2009	Community Development	Advertising	Lillie Suburban Newspaper Inc	Notices	42.00
54341	02/05/2009	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices	115.38
Check Total:						157.38
54342	02/05/2009	Recreation Fund	Professional Services	Michael Malinen	Score Keeping	90.00
Check Total:						90.00
54343	02/05/2009	General Fund	Training	MFSCB	Firefighter Certification-Sweeney	25.00
Check Total:						25.00
54344	02/05/2009	Recreation Fund	Operating Supplies	MIDC Enterprises	Threaded Valve	17.65
Check Total:						17.65
54345	02/05/2009	General Fund	Vehicle Supplies	Minneapolis Saw, Inc.	Tank Cap	23.85
Check Total:						23.85
54346	02/05/2009	Recreation Fund	Professional Services	Minnesota Lynx	Deposit for Lynx Game for Kids	100.00
Check Total:						100.00
54347	02/05/2009	Housing & Redevelopment	AMembership/Subscriptions	MINNESOTA NAHRO	2009 Membership	130.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						130.00
54348	02/05/2009	Recreation Fund	Operating Supplies	Minnesota Recreation & Park As	Annual Meeting-Boettcher, Maxey	60.00
Check Total:						60.00
54349	02/05/2009	General Fund	Memberships & Subscriptions	MN Chapter IAAI	2009 Membership Renewal-Sjostrom	25.00
Check Total:						25.00
54350	02/05/2009	General Fund	Sick Leave Pay	MN State Retirement System	Post Health 2008	19,919.86
54350	02/05/2009	General Fund	Vacation Pay	MN State Retirement System	Post Health 2008	4,054.00
54350	02/05/2009	Recreation Fund	Vacation Pay	MN State Retirement System	Post Health 2008	13,809.20
54350	02/05/2009	General Fund	Vacation Pay	MN State Retirement System	Post Health 2008	12,815.80
54350	02/05/2009	General Fund	Vacation Pay	MN State Retirement System	Post Health 2008	6,907.20
54350	02/05/2009	Information Technology	Vacation Pay	MN State Retirement System	Post Health 2008	4,662.80
54350	02/05/2009	Recreation Fund	Sick Leave Pay	MN State Retirement System	Post Health 2008	4,271.65
54350	02/05/2009	Community Development	Vacation Pay	MN State Retirement System	Post Health 2008	3,542.20
54350	02/05/2009	General Fund	Vacation Pay	MN State Retirement System	Post Health 2008	3,528.60
54350	02/05/2009	General Fund	Vacation Pay	MN State Retirement System	Post Health 2008	3,016.00
54350	02/05/2009	Golf Course	Vacation Pay	MN State Retirement System	Post Health 2008	2,810.20
54350	02/05/2009	General Fund	Vacation Pay	MN State Retirement System	Post Health 2008	473.60
54350	02/05/2009	General Fund	Sick Leave Pay	MN State Retirement System	Post Health 2008	2,240.15
54350	02/05/2009	Community Development	Vacation Pay	MN State Retirement System	Post Health 2008	1,491.20
54350	02/05/2009	Sanitary Sewer	Vacation Pay	MN State Retirement System	Post Health 2008	1,378.80
54350	02/05/2009	P & R Contract Maintenance	Sick Leave Pay	MN State Retirement System	Post Health 2008	1,315.70
54350	02/05/2009	Sanitary Sewer	Sick Leave Pay	MN State Retirement System	Post Health 2008	854.21
54350	02/05/2009	General Fund	Sick Leave Pay	MN State Retirement System	Post Health 2008	692.44
54350	02/05/2009	General Fund	Sick Leave Pay	MN State Retirement System	Post Health 2008	563.06
54350	02/05/2009	Storm Drainage	Sick Leave Pay	MN State Retirement System	Post Health 2008	549.70
54350	02/05/2009	General Fund	Vacation Pay	MN State Retirement System	Post Health 2008	852.20
Check Total:						89,748.57
54351	02/05/2009	Recreation Fund	Operating Supplies	Muska Lighting Center	SS2P/WS	32.32
Check Total:						32.32
54352	02/05/2009	Information Technology	Operating Supplies	NDR Cables & Networks, Inc.	Fiber Cable	121.80

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						121.80
54353	02/05/2009	Recreation Fund	Professional Services	Brenda Newbauer	Tap Clinic Instructor	90.00
Check Total:						90.00
54354	02/05/2009	General Fund	Professional Services	Performance Plus, Inc.	Mask Fit	48.00
54354	02/05/2009	General Fund	Professional Services	Performance Plus, Inc.	Vaccines	273.00
Check Total:						321.00
54355	02/05/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	184.62
Check Total:						184.62
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	2,175.00
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	620.00
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	620.00
54356	02/05/2009	P & R Contract Maintenance	Employer Insurance	Premier Bank	HSA-Jan 2009	525.00
54356	02/05/2009	License Center	Employer Insurance	Premier Bank	HSA-Jan 2009	495.00
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	370.00
54356	02/05/2009	Recreation Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	295.00
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	200.00
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	200.00
54356	02/05/2009	Community Development	Employer Insurance	Premier Bank	HSA-Jan 2009	200.00
54356	02/05/2009	Water Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	200.00
54356	02/05/2009	Information Technology	Employer Insurance	Premier Bank	HSA-Jan 2009	170.00
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	170.00
54356	02/05/2009	Community Development	Employer Insurance	Premier Bank	HSA-Jan 2009	170.00
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	125.00
54356	02/05/2009	General Fund	Employer Insurance	Premier Bank	HSA-Jan 2009	125.00
54356	02/05/2009	General Fund	211402 - HCMA - Medical Exp.	Premier Bank	HSA-Jan 2009	2,533.08
Check Total:						9,193.08
54357	02/05/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	119.39
54357	02/05/2009	Telephone	Telephone	Qwest	Telephone	325.40
54357	02/05/2009	Telephone	NSCC Telephone	Qwest	Telephone	178.89
Check Total:						623.68

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54358	02/05/2009	Telephone	Telephone	Qwest Communications	Telephone	278.88
					Check Total:	278.88
54359	02/05/2009	Solid Waste Recycle	Furniture & Fixtures	Resourceful Bag & Tag, Inc.	Recycling Containers	2,817.99
54359	02/05/2009	Solid Waste Recycle	Use Tax Payable	Resourceful Bag & Tag, Inc.	Sales/Use Tax	-171.99
					Check Total:	2,646.00
54360	02/05/2009	Singles Program	Operating Supplies	Ron Rieschl	Single Supplies Reimbursement	15.00
					Check Total:	15.00
54361	02/05/2009	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	72.00
					Check Total:	72.00
54362	02/05/2009	Recreation Fund	Fee Program Revenue	Karen Schaffhausen	Abrakadoodle Class Refund	62.00
54362	02/05/2009	Recreation Fund	Fee Program Revenue	Karen Schaffhausen	Abrakadoodle Class Refund	4.00
					Check Total:	66.00
54363	02/05/2009	Recreation Fund	Operating Supplies	Myra Smisek	Preschool Supplies Reimbursement	31.00
					Check Total:	31.00
54364	02/05/2009	General Fund	Contract Maintenance	Sprint	Cell Phones	342.35
54364	02/05/2009	General Fund	Telephone	Sprint	Cell Phones	457.95
					Check Total:	800.30
54365	02/05/2009	General Fund	Transportation	Dana Stevens	Mileage Reimbursement	77.00
					Check Total:	77.00
54366	02/05/2009	General Fund	Professional Services	Sheila Stowell	City Council Metting Minutes	419.75
54366	02/05/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	9.58
					Check Total:	429.33
54367	02/05/2009	Water Fund	Clothing	United Rentals Northwest, Inc.	Bomber Jacket	64.59

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						64.59
54368	02/05/2009	Golf Course	Operating Supplies	US Bank	League Prizes	1,000.00
54368	02/05/2009	Golf Course	Petty Cash	US Bank	Petty Cash for Golf Course Operations	1,000.00
Check Total:						2,000.00
54369	02/05/2009	P & R Contract Maintenance	Operating Supplies	Viking Industrial Center	Safety Glasses, Gloves	55.46
Check Total:						55.46
54370	02/05/2009	General Fund	Operating Supplies	Washington County	Notary Commission Registration-Koontz	100.00
Check Total:						100.00
54371	02/05/2009	Singles Program	Operating Supplies	Martha Weller	Singles Supplies Reimbursement	25.33
Check Total:						25.33
54372	02/05/2009	Sanitary Sewer	Postage	Lone Oak Companies, Inc.	Postage for Utility Bills	282.45
54372	02/05/2009	Water Fund	Postage	Lone Oak Companies, Inc.	Postage for Utility Bills	282.45
54372	02/05/2009	Storm Drainage	Postage	Lone Oak Companies, Inc.	Postage for Utility Bills	282.46
Check Total:						847.36
54373	02/11/2009	Information Technology	Contract Maintenance	Access Communications Inc	Fiber Optics Annual Billing	7,158.03
Check Total:						7,158.03
54374	02/11/2009	Water Fund	Accounts Payable	AWESOME PROPERTIES, INC.	Refund check	85.74
Check Total:						85.74
54376	02/11/2009	Sanitary Sewer	Accounts Payable	BRUCE BROWN	Refund check	2.88
Check Total:						2.88
54377	02/11/2009	Water Fund	Accounts Payable	DENNIS CARRIGAN	Refund check	19.41

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						19.41
54378	02/11/2009	Contracted Engineering Svcs	Memberships & Subscriptions	City Engineer Assoc of MN CEAM-c/o	2009 Membership Renewal-Bloom	60.00
54378	02/11/2009	General Fund	Memberships & Subscriptions	City Engineer Assoc of MN CEAM-c/o	2009 Membership Renewal-Giga	60.00
Check Total:						120.00
54379	02/11/2009	Water Fund	Accounts Payable	MELISSA CEROS	Refund check	71.05
Check Total:						71.05
54380	02/11/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	320.00
54380	02/11/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	200.00
Check Total:						520.00
54381	02/11/2009	General Fund	Operating Supplies	Coffee Mill, Inc.	Coffee	293.25
Check Total:						293.25
54382	02/11/2009	General Fund	Contract Maintenance	Comcast Cable	Cable TV	4.69
Check Total:						4.69
54383	02/11/2009	Housing & Redevelopment A	Home & Garden Fair Fees	Cox Insurance	Home & Garden Fair Booth Refund	215.00
Check Total:						215.00
54384	02/11/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	180.00
Check Total:						180.00
54385	02/11/2009	General Fund	Training	DLT SOLUTIONS, INC.	#9701-0429 nrl civil 3d 2009 subscription	2,835.87
Check Total:						2,835.87
54386	02/11/2009	General Fund	Operating Supplies City Garage	EESCO	Ballast	55.38

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						55.38
54387	02/11/2009	Housing & Redevelopment A	Printing	Fast Signs	Banner with Direct Print	201.50
Check Total:						201.50
54388	02/11/2009	Water Fund	Accounts Payable	CHUCK HARRIS	Refund check	213.04
Check Total:						213.04
54389	02/11/2009	Golf Course	Computer Equipment	Hewlett-Packard Company	Computer Equipment	1,051.16
Check Total:						1,051.16
54390	02/11/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	401a William Malinen-Employer Portion	309.50
Check Total:						309.50
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	620.00
54391	02/11/2009	Information Technology	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	725.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	200.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	4,325.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	333.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	200.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	600.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	525.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	265.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	125.00
54391	02/11/2009	Telecommunications	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	253.00
54391	02/11/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	495.00
54391	02/11/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	200.00
54391	02/11/2009	P & R Contract Maintenance	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	415.00
54391	02/11/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	491.00
54391	02/11/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	90.00
54391	02/11/2009	Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	370.00
54391	02/11/2009	Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	200.00
54391	02/11/2009	License Center	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	990.00
54391	02/11/2009	Sanitary Sewer	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	170.00
54391	02/11/2009	Water Fund	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	370.00
54391	02/11/2009	Golf Course	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	70.00
54391	02/11/2009	Storm Drainage	Employer Insurance	ING ReliaStar	High Deductable Savings Acct-Feb 09	200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						12,232.00
54392	02/11/2009	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copy Charges	2,434.54
54392	02/11/2009	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copy Charges	119.49
Check Total:						2,554.03
54393	02/11/2009	Risk Management	Public Works Admin. Claims	League of MN Cities Ins Trust	LMCIT Claim #-11066643	160.00
54393	02/11/2009	Risk Management	Street Department Claims	League of MN Cities Ins Trust	LMCIT Claim # 11067332	475.00
Check Total:						635.00
54394	02/11/2009	General Fund	210600 - Union Dues Deduction	LELS	Payroll Deduction for Feb Union Dues	1,596.00
Check Total:						1,596.00
54395	02/11/2009	General Fund	210600 - Union Dues Deduction	Local Union 49	Payroll Deduction for Feb Union Dues	732.00
Check Total:						732.00
54396	02/11/2009	Recreation Fund	Memberships & Subscriptions	Minnesota Recreation & Park As	Membership Renewal	995.00
54396	02/11/2009	Recreation Fund	Memberships & Subscriptions	Minnesota Recreation & Park As	Membership Renewal	300.00
54396	02/11/2009	P & R Contract Maintenance	Memberships & Subscriptions	Minnesota Recreation & Park As	Membership Renewal	100.00
54396	02/11/2009	Recreation Fund	Memberships & Subscriptions	Minnesota Recreation & Park As	Membership Renewal	100.00
Check Total:						1,495.00
54397	02/11/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Payroll Deduction for 2/10 Payroll	587.50
Check Total:						587.50
54398	02/11/2009	Community Development	Building Surcharge	MN Dept of Labor and Industry	Building Permit Surcharges	376.03
54398	02/11/2009	Community Development	Miscellaneous Revenue	MN Dept of Labor and Industry	Building Permit Surcharges-Retention	-25.00
Check Total:						351.03
54399	02/11/2009	General Fund	Training	Mn Fire Service Certification	FFII Recertification	20.00
Check Total:						20.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54400	02/11/2009	General Fund	Vehicle Supplies	Mn State Patrol	Inspection Program Decals	40.00
					Check Total:	40.00
54401	02/11/2009	General Fund	Office Supplies	Nationstamps	Pre-Inked Notary Stamp	50.57
					Check Total:	50.57
54402	02/11/2009	Water Fund	Accounts Payable	CORY NEUBERT	Refund check	35.10
					Check Total:	35.10
54403	02/11/2009	Street Construction	Cty Rd C Streetscape	Park Construction Company, Inc	Cty Rd C Streetscape	9,220.32
					Check Total:	9,220.32
54404	02/11/2009	General Fund	Operating Supplies City Garage	Park Supply of America, Inc.	Plumbing Supplies	112.59
					Check Total:	112.59
54405	02/11/2009	General Fund	Vehicle Supplies	Pat Mooney, Inc.	FMB Coband	177.72
54405	02/11/2009	General Fund	Use Tax Payable	Pat Mooney, Inc.	Sales/Use Tax	-10.84
					Check Total:	166.88
54406	02/11/2009	General Fund	Contract Maintenance	Performance Plus, Inc.	Physical Abilities Test, Drug Screen	335.00
					Check Total:	335.00
54407	02/11/2009	General Fund	Operating Supplies	Plaisted Co	Ice Control Sand	1,434.32
					Check Total:	1,434.32
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	996.88
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	284.17
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	284.17
54408	02/11/2009	P & R Contract Maintenance	Employer Insurance	Premier Bank	HSA	240.63
54408	02/11/2009	License Center	Employer Insurance	Premier Bank	HSA	226.88
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	169.58
54408	02/11/2009	Recreation Fund	Employer Insurance	Premier Bank	HSA	135.21
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	91.67
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	91.67

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54408	02/11/2009	Community Development	Employer Insurance	Premier Bank	HSA	91.67
54408	02/11/2009	Water Fund	Employer Insurance	Premier Bank	HSA	91.67
54408	02/11/2009	Information Technology	Employer Insurance	Premier Bank	HSA	77.92
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	77.92
54408	02/11/2009	Community Development	Employer Insurance	Premier Bank	HSA	77.92
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	57.29
54408	02/11/2009	General Fund	Employer Insurance	Premier Bank	HSA	57.29
54408	02/11/2009	General Fund	211402 - HCMA - Medical Exp.	Premier Bank	HSA	2,533.08
Check Total:						5,585.62
54409	02/11/2009	Telephone	Telephone	Qwest	Telephone Service	289.62
54409	02/11/2009	Telephone	Telephone	Qwest	Telephone Service	171.51
54409	02/11/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
54409	02/11/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
54409	02/11/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
54409	02/11/2009	Telephone	Telephone	Qwest	Telephone Service	85.75
54409	02/11/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
54409	02/11/2009	Telephone	Telephone	Qwest	Telephone Service	244.62
Check Total:						3,347.50
54410	02/11/2009	Housing & Redevelopment	AMiscellaneous	Rainbow Party Arts	Entertainment for Home & Garden Fair	450.00
Check Total:						450.00
54411	02/11/2009	General Fund	Contract Maintenance	Ramsey County	Quarterly Service Fee-800MHz Radios	304.64
Check Total:						304.64
54412	02/11/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case #CV074555	351.16
Check Total:						351.16
54413	02/11/2009	Water Fund	Accounts Payable	JEFFREY RAUSCHNOT	Refund check	36.02
Check Total:						36.02
54414	02/11/2009	Equipment Replacement	FunRental - Office Machines	Ricoh Americas Corporation	Copier Lease	471.46
Check Total:						471.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54415	02/11/2009	General Fund	Operating Supplies	Staples Business Advantage	Toner	330.26
Check Total:						330.26
54416	02/11/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	258.75
54416	02/11/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
54416	02/11/2009	Housing & Redevelopment A	Professional Services	Sheila Stowell	HRA Meeting Minutes	57.50
54416	02/11/2009	Housing & Redevelopment A	Professional Services	Sheila Stowell	Mileage Reimbursement	4.79
Check Total:						325.83
54417	02/11/2009	Community Development	Deposits	Matthew Taylor	Construction Deposit Refund	700.00
Check Total:						700.00
54418	02/11/2009	Water Fund	Accounts Payable	TCF BANK	Refund check	49.67
Check Total:						49.67
54419	02/11/2009	Water Fund	Professional Services	Water Conservation Service, In	Watermain Service	267.40
Check Total:						267.40
Report Total:						1,212,926.67

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/23/09
Item No.: 7.b

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Item / Description	Amount
Info Tech.	Software House	Renew Microsoft licenses (a)	\$ 26,234.15

(a) Only \$7,200 is for Roseville licenses. The remainder is paid for by other cities supported by Roseville IT

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description
n/a	n/a

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

19 **STAFF RECOMMENDATION**

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

22 **REQUESTED COUNCIL ACTION**

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

25

26

Prepared by: Chris Miller, Finance Director

Attachments: A: None

27

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 02-23-09
Item No.: 7.c

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Church of Corpus Christi request for Temporary On-Sale Liquor License.

Background

Church of Corpus Christi has applied for a temporary on-sale liquor license at 2131 Fairview Avenue North. (Church property) for a parish community fish fry event to be held on March 6, 2009.

Financial Implications

The revenue generated from license fees collected is used to offset the cost of police compliance checks, background investigations, enforcement of liquor laws and license administration.

Staff Recommendations

The City staff has reviewed the application and has determined that the applicant meets City requirements, and is recommending approval of the application.

Council Action

Motion approving/denying Church of Corpus Christi application for Temporary On-Sale Liquor License at 2131 Fairview Avenue North for March 6, 2009.

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



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar Street Suite 133, St. Paul MN 55101-5133
 (651) 201-7507 Fax (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



**APPLICATION AND PERMIT
 FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION Church of Corpus Christi	DATE ORGANIZED Feb.12, 2009	TAX EXEMPT NUMBER MN ES 25499 Fed ID 41-0705812	
STREET ADDRESS 2131 Fairview Avenue North	CITY Roseville	STATE MN	ZIP CODE 55113
NAME OF PERSON MAKING APPLICATION Mark Motzel	BUSINESS PHONE (651) 639-8888	HOME PHONE ()	
DATES LIQUOR WILL BE SOLD March 6, 2009	TYPE OF ORGANIZATION CLUB CHARITABLE RELIGIOUS ^{XX} OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME Fr. Frank Fried	ADDRESS same as above		
ORGANIZATION OFFICER'S NAME	ADDRESS		
ORGANIZATION OFFICER'S NAME	ADDRESS		

Location license will be used. If an outdoor area, describe

Parish Community Fish Fry - will be held in the parish gathering space attached to church/school building, at same address noted above.

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

Beer and wine only.

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

Yes. Catholic Mutual - see attached.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT

CITY/COUNTY _____ DATE APPROVED _____

CITY FEE AMOUNT _____ LICENSE DATES _____

DATE FEE PAID _____

SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____

APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____

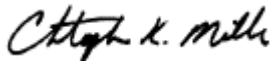
NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event

REQUEST FOR COUNCIL ACTION

Date: 02-23-09
Item No.: 7.d

Department Approval

City Manager Approval



Item Description: One Day Off-Site Gambling Permit

BACKGROUND

Pope John Paul II Catholic School has applied for an Off-Site Gambling Activity License to conduct lawful gambling activities on April 24, 2009 at the Radisson Hotel Roseville located at 2540 North Cleveland Avenue.

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

COUNCIL ACTION REQUESTED

Motion approving Pope John Paul II Catholic School's request to conduct Off-Site gambling on April 24, 2009 at the Radisson Hotel Roseville located at 2540 North Cleveland Avenue.

Attachment: A. Application

Minnesota Lawful Gambling

Page 1 of 2 9/08

LG220 Application for Exempt Permit

Fee is \$50 for each event

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

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

For Board Use Only

Check # _____ \$ _____

ORGANIZATION INFORMATION

Organization name

Pope John Paul II Catholic School

Previous gambling permit number

X - 27126

Type of nonprofit organization. Check one.

☐

Fraternal

☒

Religious

☐

Veterans

☐

Other nonprofit organization

Mailing address

1630 4th Street NE

City

Minneapolis

State

MN

Zip Code

55413

County

Hennepin

Name of chief executive officer (CEO)

Debra King, Principal

Daytime phone number

612-789-8851

Email address

dking@popejohnpaul2school.org

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

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

☐

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.

Don't have a copy? This certificate must be obtained each year from:

Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

☒

IRS income tax exemption [501(c)] letter in your organization's name.

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

☐

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

If your organization falls under a parent organization, attach copies of both of the following:

- IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
- the charter or letter from your parent organization recognizing your organization as a subordinate.

☐

IRS - proof previously submitted to Gambling Control Board

If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

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

Radisson Hotel Roseville

Address (do not use PO box)

2540 North Cleveland Avenue

City

Roseville

Zip Code

55113

County

Ramsey

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

4-24-2009

to 4-24-2009

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

☐

Bingo*

☒

Raffles

☐

Paddlewheels*

☐

Pull-Tabs*

☐

Tipboards*

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

Also complete
Page 2 of this form.

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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/23/09
Item No.: 7.e

Department Approval



City Manager Approval



Item Description: Resolution Approving Plans and Specifications and Ordering Advertisement for Bids for Roselawn Avenue

BACKGROUND

On Monday, January 29, 2009, a public improvement hearing was held for City Project No. P-09-02: Roselawn Avenue Reconstruction project. Following the hearing, the City Council ordered the improvement and preparation of plans and specifications of the proposed project. The next step in the process is for the City Council to approve plans and specifications and authorize the advertisement for bids. Consistent with Roseville's Assessment Policy, 25% of the street reconstruction costs would be assessed to adjacent property owners based on lot width. The Council adopted an estimated assessment rate of \$48.06/ ft for this improvement.

POLICY OBJECTIVE

State statute requires a Council resolution approving plans and specifications and ordering the advertisement for bids for all public improvements to be assessed. Since a portion of the costs for City Project No. 09-02: Roselawn Avenue, will be assessed to benefiting properties, the adoption of this resolution is required.

FINANCIAL IMPACTS

Fund the street reconstruction with Municipal State Aid funds, utility funds, and assessments as shown in the table below:

	Estimated cost	MSA	Assessments	Utility Funds
Street Construction*	\$1,547,539.86	\$1,210,654.90	\$336,884.96	\$0
Sidewalk/ Trail Construction	\$166,392.60	\$166,392.60	\$0	\$0
Storm Sewer Construction	\$112,698.85	\$112,698.85	\$0	\$0
Sanitary Sewer Reconstruction	\$289,874.20	\$0	\$0	\$289,874.20
Watermain Reconstruction	\$393,961.70	\$0	\$0	\$393,961.70
Total	\$2,510,467.21	\$1,489,746.35	\$336,884.96	\$683,835.90

*cost includes 15% engineering

STAFF RECOMMENDATION

It is recommended that the Council approve the plans and specifications and order the advertisement for bids.

REQUESTED COUNCIL ACTION

Adoption of a resolution approving plans and specifications and ordering the advertisement for bids for 2009 Contract B.

Prepared by: Kristine Giga, Civil Engineer;
Attachments: Resolution

**EXTRACT OF MINUTES OF MEETING
OF CITY COUNCIL
CITY OF ROSEVILLE
RAMSEY COUNTY, MINNESOTA**

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 in the City Hall at 2660 Civic Center Drive, Roseville, Minnesota, on Monday, the 23rd day of February, 2009, at 6:00 o'clock p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS
FOR ROSELAWN AVENUE**

WHEREAS, pursuant to resolution passed by the City Council, the City Engineer has prepared plans and specifications for the following improvements and has presented such plans and specifications to the Council for approval:

City Project No. P-09-02:

Neighborhood	Street	From	To
57/59/60	Roselawn Avenue	Hamline Avenue	Victoria Street

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

- Such plans and specifications, copies of which are attached hereto, and made a part hereof, are hereby approved.
- The City Manager shall prepare and cause to be inserted in the *Roseville Review*, the official newspaper, and in the *Construction Bulletin*, an advertisement for bids upon the making of such approved plans and specifications. The advertisement for bids for City Project P-09-02, Roselawn Avenue, shall be published as required by law, shall specify the work to be done, shall call the bids on the basis of cash payment for such work, shall state the date and time that the bids will be received by the City Manager and City Engineer at which time they will be publicly opened in the City Hall by the City Engineer and subsequently be considered by the Council; and that no bids will be considered unless sealed and filed with the Manager and accompanied by a cash deposit, certified check or bid bond payable to the City of Roseville for ten percent of the amount of such bid.

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

1 *Resolution – Roselawn Avenue*

2
3 STATE OF MINNESOTA)
4) ss
5 COUNTY OF RAMSEY)
6
7
8

9 I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of
10 Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing
11 extract of minutes of a regular meeting of said City Council held on the 23rd day of February, 2009,
12 with the original thereof on file in my office.
13

14 WITNESS MY HAND officially as such Manager this 23rd day of February, 2009.
15
16
17

18
19 _____
20 William J. Malinen, City Manager
21

22 (SEAL)
23

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/23/09
Item No.: 7.f

Department Approval

City Manager Approval:



Item Description: Authorize resolution and grant agreement with the State of Minnesota for the Roseville Skating Center/Guidant John Rose Minnesota OVAL Improvements related to the 2008 bonding bill projects

BACKGROUND

The 2008 State Bonding Bill included \$600,000 for general improvements/enhancements to the Guidant John Rose Minnesota OVAL. Subsequently, staff has worked with the State of Minnesota and the City Attorney to formulate a resolution and a construction grant agreement for the following predesigned projects:

ITEM

PRE-DESIGN ESTIMATE

- | | | |
|----|---|------------|
| 1 | 1. Install Facility Monitoring Equipment | \$ 50,000 |
| 2 | • Install security cameras to monitor activity throughout facility especially at building access points | |
| 3 | • Maximize staffing efficiency and effectiveness by directing staff to needed areas | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | 2. OVAL Scoreboard/Timing Mechanism/Electronic Marquee sign | \$ 200,000 |
| 9 | • Current technology is outdated and expensive to maintain | |
| 10 | • Provide better service for regional, national and international events | |
| 11 | • Expand marketing opportunities | |
| 12 | • Ability to incorporate electronics into existing primary facility marquee signage in order to reduce manual labor to change and to increase promotions of the Guidant John Rose Minnesota OVAL | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |
| 21 | 3. Renovate Banquet Facility Kitchen | \$ 25,000 |
| 22 | • The renovation would move the walk-in cooler to the existing storage space next to the kitchen for easier caterer access in one room. It would be more convenient for the caterers and less disruptive for the users. | |
| 23 | • Current kitchen to meet caterers' expectations and to handle larger groups of visitors | |
| 24 | | |
| 25 | | |
| 26 | | |
| 27 | 4. Replace OVAL Tarmac – Training Track | \$ 105,000 |
| 28 | • Mill and blacktop perimeter of OVAL | |
| 29 | • Eliminate cracks and potholes and create a smooth training surface | |

5. Sound System Upgrade	\$ 55,000
• Upgrade aging sound system to allow an “All-Call” for safety, control and monitoring	
• Improve communications throughout facility while minimizing sound levels in adjacent neighborhood	
6. Replace Skate Park OVAL Equipment	\$ 50,000
• Replace outdated wood equipment with new, weather resistant pieces	
• Eliminate potential structural failures	
7. Install Gas Heating and Snow Melt Pit at OVAL	\$ 85,000
• Create melting and heating area to increase efficiency when removing or cleaning ice	
• Minimize the need to operate heavy equipment while participants are using the OVAL	
8. Furnish Carpet in Olympic Room	\$ 30,000
• Carpet is nearing the end of its useful life	
9. Geothermal Related Items for Facility	
• If money remains from value engineering efforts	\$ ____?
Total	\$ 600,000

To proceed with the projects, the State of Minnesota requires the attached grant agreement be approved. Included in the agreement is a declaration that is required with all General Obligation Bond funded projects that imposes a restriction that any future transfer of the property needs to be done with State consent. It has been the position of the State of Minnesota that the terms in this grant agreement are non-negotiable.

All of these projects are anticipated to facilitate increased efficiency and enhance use of the facility.

The anticipated project timeframe is 2009/2010.

POLICY OBJECTIVE

The proposed projects are consistent with City's practice of maintaining city facilities to a safe, reasonable and aesthetically pleasing standard for public use.

FINANCIAL IMPACTS

Adoption of a resolution (attached) and approval of the grant agreement (attached) will allow the State of Minnesota to formally begin the grant process for the projects.

STAFF RECOMMENDATION

To meet State requirements, staff recommends approval of the resolution and authorize the Mayor and City Manager be authorized to sign the resolution and the grant agreement.

REQUESTED COUNCIL ACTION

Motion approving the attached resolution and authorizing the Mayor and City Manager to sign the attached construction grant agreement with the State of Minnesota for the Guidant John Rose Minnesota OVAL improvement projects subject to city attorney final review.

75

76

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachments: A: State of Minnesota and City of Roseville Construction Grant Agreement
B. Resolution for Guidant John Rose Minnesota OVAL Capital Improvements

ATTACHMENT A

General Obligation Bond Proceeds

Grant Agreement - Construction Grant

for the

GUIDANT JOHN ROSE MN OVAL

Project

SPAP-08-0010-P-FY09

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General Obligation Bond Proceeds
Grant Agreement - Construction Grant
for the
Guidant John Rose MN Oval
Project

THIS AGREEMENT shall be effective as of April 7, 2008, and is between City of Roseville, a statutory city (the “Public Entity”), and the MN Dept. of Employment & Economic Development (the “State Entity”).

RECITALS

A. Under the provisions contained in MN Statutes, Chapter 179, Section 21, Subd. 5, the Public Entity has been given the authority to predesign, design, construct, install, furnish, and equip multiple improvements to the Guidant John Rose MN Oval, including a geothermal heating and cooling system; and

B. Under the provisions contained in MN Statutes, Chapter 179, Section 21, Subd. 5, (the “GO Bonding Legislation”) the State of Minnesota has allocated \$ 600,000 (the “Grant”), which is to be given to the Public Entity as a grant to assist it in predesigning, designing, constructing, installing, furnishing, and equipping the Guidant John Rose MN Oval, as authorized by such legislation; and

C. Under the provisions contained in M.S. 471.15 - 471.191, the Public Entity has been given the authority to operate a recreational facility (the “Governmental Program”); and

D. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution; and

E. The Public Entity’s receipt and use of the Grant to acquire and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the then Commissioner of Finance on July 20, 1995 (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire and/or improve the Real Property and, if applicable, Facility and that such funds may be used to only acquire and/or improve a part of the Real Property and/or, if applicable, Facility.

F. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Public Entity, and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the **Guidant John Rose MN Oval** Project.

“Approved Debt” – means public or private debt that is consented to and approved, in writing, by the Commissioner, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any - means , which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the commissioner of the Minnesota Department Finance and Employee Relations , and any designated representatives thereof.

“Commissioner’s Order” - means that certain “Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the then Commissioner of Finance on July 20, 1995.

“Completion Date” – means the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means **Guidant John Rose MN Oval**, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“GO Bonding Legislation” – means the legislation delineated in Recital B hereinabove.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695 as such may be subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Governmental Program” – means the operation of the Real Property and, if applicable, Facility for the purpose specified and identified in Recital C of this Agreement as the Governmental Program.

“Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Grant” in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained in Sections 2.11 and 6.01.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor” – means the fee owner/lessor of the Leased Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Grant” – means the portion of the Grant that has been disbursed to or on behalf of the Public Entity minus any amounts received by the Commissioner under Section 2.08.B.

“Ownership Value”, if any – means the value of the Public Entity’s ownership interest, if any, in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner. The parties hereto agree and acknowledge that such value is \$ _____ or ____ Not Applicable; provided, however, the Commissioner is not

bond by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03 herein. *(If the Public Entity is not using any portion of the Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section 1.01.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of **Ramsey**, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other*

circumstances this definition is not needed and should be ignored and treated as if were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Useful Life of the Real Estate and, if applicable, Facility” – means (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments delineated in Attachment III attached hereto for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Estate and, if applicable, Facility must be owned by one or more public entities. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☒ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
[If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]
- ☐ An easement for the Real Property (i) that is in form and substance

acceptable to the State Entity and the Commissioner, (ii) that is for a term that is equal to or greater than 125% of the Useful Life of the Real Estate and, if applicable, Facility, or for a term authorized by a Minnesota statute, rule or session law, and (iii) which cannot be modified, restated, amended, changed in any other way, or prematurely cancelled or terminated without the prior written consent of the State Entity and the Commissioner.

[If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]

Ownership Interest in, if applicable, the Facility.

☒ Fee simple ownership of the Facility.

☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.

[If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Grant for any other purpose.

(Check all appropriate boxes.)

☐ Acquisition of fee simple title to the Real Property.

☐ Acquisition of a leasehold interest in the Real Property.

☐ Acquisition of an easement for the Real Property.

☐ Improvement of the Real Property.

☐ Acquisition of fee simple title to the Facility.

☐ Acquisition of a leasehold interest in the Facility.

☐ Construction of the Facility.

☒ Renovation of the Facility.

☐ .

— (Describe other or additional purposes.)

Section 2.04 Operation of the Real Property and Facility. The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the State Entity and the Commissioner and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that; (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that; (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along

with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Grant for the purpose or purposes described in Recital B of this Agreement.

C. It has legal authority to operate the Governmental Program.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation and the Commissioner's Order.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Estate and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner.

Section 2.06 **Leasehold Ownership.** *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease. For all other circumstances this Section is not needed and should be ignored and treated as if were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease must comply with the following provisions.

1. It must be in form and contents acceptable to the State Entity and the Commissioner, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the State Entity and the Commissioner.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Estate and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor from creating or allowing, without the prior written consent of the State Entity and the Commissioner, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased Premises or the Lessor's interest in the Real Property/Facility Lease, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease as if such holder had been an original Lessor under the Real Property/Facility Lease.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease, and that such use restrictions will terminate and not apply to any successor lessee who purchases the Public Entity's interest in the Real Property/Facility Lease.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Grant, and upon such expiration the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation or the Commissioner's Order.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default does not involve a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner, as a third party beneficiary of

this Agreement, may demand that the Outstanding Balance of the Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner.

D. Either the State Entity or the Commissioner, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only be terminated upon the Public Entity's sale of its interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner in compliance with the provisions contained in Section 4.02, or in accordance with the provisions contained in Section 2.11.

Section 2.11 Termination/Modification of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Grant shall terminate. In such event, (i) if none of the Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such dates then the State Entity

shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents is not needed and should be ignored and treated as if were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 General Provisions. If the Public Entity has statutory authority to enter into a Use Contract, then it may enter Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the Governmental Program.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity; (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each

succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the Governmental Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the Governmental Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the State Entity and the Commissioner, and any Use Contract that is not approved, in writing, by the State Entity and the Commissioner shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner, take such actions and furnish such documents to the Commissioner as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the term of the Use Contract.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Estate and, if applicable, Facility for the portion of the Real Estate and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (i) the term of any renewal may not exceed the initial term, (ii) the Public Entity must make a determination that renewal will continue to carry out the Governmental Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (iii) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (iv) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. If the Public Entity receives any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner shall be determined by the Commissioner, and absent circumstances which would indicate otherwise such portion shall be

determined by multiplying such excess monies by a fraction the numerator of which is the Grant and the denominator of which is sum of the Grant and the Approved Debt.

Article IV **SALE**

Section 4.01 **Sale.** The Public Entity shall not sell its interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that the Real Property and, if applicable, Facility is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the Real Property or, if applicable, Facility is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner has been obtained.

The acquisition of the Public Entity's interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the Governmental Program.

Section 4.02 **Proceeds of Sale.** Upon the sale of the Public Entity's interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale, but not including the repayment of any debt associated with the Public Entity's interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner in an amount equal to the Outstanding Balance of the Grant, and if the amount of such net proceeds shall be less than

the amount of the Outstanding Balance of the Grant then all of such net proceeds shall be distributed to the Commissioner.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to pay in full any outstanding Approved Debt in the order of priority of such debt.

C. The remaining portion, after the distributions specified in Sections 4.02A and B, shall be distributed to (i) reimburse the Public Entity for its Ownership Value, and (ii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution, the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing.

D. The remaining portion, after the distributions specified in Sections 4.02.A, B and C, shall be divided and distributed to the State Entity and the Public Entity in proportion to the contributions that the State Entity and the Public Entity made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner, and the Public Entity may direct its distribution to be made any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either; (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor otherwise omit, take, or cause to be taken any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to

implement herein such amendment to or exempt the Public Entity's interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI

DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 **The Advances.** The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Grant. If the amount of Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in **Attachment III** to this Agreement, (ii) accrued no earlier than the effective date of the GO Bonding Legislation, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances $\leq$ (Grant) x (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances $\leq$ (Grant) x (percentage of Project completed)

Section 6.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to; (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably

stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity; (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 Condition Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all

prior requests for an Advance shall not exceed the amount of the Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that; (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair of the Minnesota House of Representatives Capital Investment Committee has, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefore, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 **Construction Inspections.** The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity or by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's interest in the Real Property and Facility. If the Public Entity elects to sell its interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's interest in the Real Property and, if applicable, Facility, is a leasehold interest, and (vi) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use agreement.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be

responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, and the Commissioner's Order, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 Subd. 2 & 176.182 that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner all claims it may have for over charges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair of the Minnesota House of Representatives Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

H. The Project must be; (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, rails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, ice arenas, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time with respect to the Project and the operation of the Governmental Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not

acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner is governed by the provisions contained in Minn. Stat. § 3.736 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of

either the State Entity, the Commissioner, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with either the State Entity, the Commissioner, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Roseville
2660 Civic Center Dr.
Roseville, MN 55113
Attention: Lonnie Brokke

To the State Entity at:

MN Dept. of Employment & Economic Development
332 Minnesota Street, Suite E200
St. Paul, MN 55101-1351
Attention: Bart Bevins

To the Commissioner at:

Minnesota Department of Finance and Employee Relations
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155

Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Public Entity, the State Entity, or the Commissioner, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

(If there are no matching funds requirements then insert the word “NONE”.)

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner whatever documentation the Commissioner may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner that **Attachment III** to this Agreement is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down amongst the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner may request to support or explain any of the information contained in **Attachment III** to this Agreement.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** to this Agreement if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner that **Attachment IV** to this Agreement correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's interest in the Real Property.

Section 7.30 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement

contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word “NONE”.)

NONE

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the OVAL Project on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Roseville, a statutory city

By: Craig D. Klausning

Its: Mayor

Dated: February 23, 2009

And: William J. Malinen

Its: City Manager

Dated: February 23, 2009

STATE ENTITY:

MN Dept. of Employment & Economic Development,

By: _____

Its:

Dated: _____, _____

Attachment I DECLARATION

The undersigned has the following interest in the real property legally described in **Exhibit A** attached and all facilities situated thereon (cumulatively referred to as the “Restricted Property”):

(Check the appropriate box.)

☒ a fee simple title,

☐ a lease, or

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in B hereinbelow, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the commissioner of the Minnesota Department of Finance and Employee Relations, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the construction grant for the Guidant John Rose MN Oval between the City of Roseville and the MN Dept. of Employment & Economic Development, dated April 7, 2008.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released therefrom by way of a written release in recordable form signed by both the MN Dept. of Employment & Economic Development and the commissioner of the Minnesota Department of Finance and Employee Relations, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the commissioner of the Minnesota Department of Finance and Employee Relations.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY)

Attachment II
LEGAL DESCRIPTION OF REAL PROPERTY

2660 Civic Center Drive SE 1/4 of SE 1/4 In Sec 3 TN 29 RN 23

Attachment III
SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds		Use of Funds	
Entity Supplying Funds	Amount	Identity of Items	Amount
State Funds		Ownership Acquisition and Other Items Paid for with GO Grant Funds	
State GO Grant	\$ 600,000	Purchase of Ownership	\$-----
State GF Grant	\$-----	Interest	
Other		Other Items of a Capital Nature	
-----	\$-----	See attached list for detail:	
-----	\$-----	Facility monitoring equip.	\$50,000
-----	\$-----	Scoreboard/marquee sign	\$200,000
Sub-Total	\$-----	Kitchen renovation	\$25,000
		OVAL Tarmac Replaced	\$105,000
Matching Funds		Sound system upgrades	\$55,000
-----	\$-----	OVAL Skate Park Equip.	\$50,000
-----	\$-----	Gas Heating/snow melt area	\$85,000
Sub Total	\$-----	Banquet room carpet furnish	\$30,000
		Geothermal related items	\$ value eng.
Other Public Entity Funds		Sub total	\$600,000
-----	\$-----		
-----	\$-----		
Sub-Total			
Loans		Items Paid for with Non-GO Grant Funds	
-----	\$-----	-----	\$-----
Sub-Total	\$-----	-----	\$-----
		-----	\$-----
Other Funds		Sub-total	\$-----
-----	\$-----		
Sub-Total	\$-----		
Prepaid Project Expenses			
-----	\$-----		
Sub-Total	\$-----		
TOTAL FUNDS	\$ 600,000	TOTAL PROJECT COSTS	\$ 600,000

GUIDANT JOHN ROSE MINNESOTA OVAL

1. Install Facility Monitoring Equipment	\$ 50,000
• Install security cameras to monitor activity throughout facility especially at building access points • Maximize staffing efficiency and effectiveness by directing staff to needed areas	
2. OVAL Scoreboard/Timing Mechanism/Electronic Marquee sign	\$ 200,000
• Current technology is outdated and expensive to maintain • Provide better service for regional, national and international events • Expand marketing opportunities • Ability to incorporate electronics into existing primary facility marquee signage in order to reduce manual labor to change and to increase promotions of the Guidant John Rose Minnesota OVAL	
3. Renovate Banquet Facility Kitchen	\$ 25,000
• The renovation would move the walk-in cooler to the existing storage space next to the kitchen for easier caterer access in one room. It would be more convenient for the caterers and less disruptive for the users. • Current kitchen to meet caterers' expectations and to handle larger groups of visitors	
4. Replace OVAL Tarmac – Training Track	\$ 105,000
• Mill and blacktop perimeter of OVAL • Eliminate cracks and potholes and create a smooth training surface	
5. Sound System Upgrade	\$ 55,000
• Upgrade aging sound system to allow an "All-Call" for safety, control and monitoring • Improve communications throughout facility while minimizing sound levels in adjacent neighborhood	
6. Replace Skate Park OVAL Equipment	\$ 50,000
• Replace outdated wood equipment with new, weather resistant pieces • Eliminate potential structural failures	
7. Install Gas Heating and Snow Melt Pit at OVAL	\$ 85,000
• Create melting and heating area to increase efficiency when removing or cleaning ice • Minimize the need to operate heavy equipment while participants are using the OVAL	
8. Furnish Carpet in Olympic Room	\$ 30,000
• Carpet is nearing the end of its useful life	
9. Geothermal Related Items for Facility	\$?
• If money remains from value engineering efforts	
Total	\$ 600,000

Attachment IV
PROJECT COMPLETION SCHEDULE

The project is anticipated to be completed in 2009 with possibly some carry over in to 2010.

**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 23rd day of February, 2009, at 6:00 p.m.

The following members were present:
and the following were absent: none.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION No.
Program Name
Guidant John Rose Minnesota OVAL Capital Improvements

....

WHEREAS, the City of Roseville may act as the legal sponsor for Capital Improvement Appropriation for the Guidant John Rose Minnesota OVAL Capital Improvements as enacted on Saturday, May 20, 2008 and that the City Manager and/or the Director of Parks and Recreation are hereby authorized to represent the City of Roseville with the Department of Employment and Economic Development for funding of this Guidant John Rose Minnesota OVAL Project; and

WHEREAS, the City of Roseville has the legal authority to apply for and accept financial assistance, and the institutional, managerial, and financial capability to administer the provisions of this grant contract SPAP-08-0010-P-FY09; and

WHEREAS, the City of Roseville has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

WHEREAS, upon approval of its application by the state, the City of Roseville may enter into an agreement with the state of Minnesota for the above-referenced program, and that the City of Roseville certifies that it will comply with all applicable laws and regulations as stated in the SPAP-08-0010-P-FY09.

NOW, THEREFORE BE IT RESOLVED that Mayor and City Manager are hereby authorized to execute such agreements and amendments thereto, as are necessary to implement the program on behalf of the applicant.

124

125 The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and
126 upon a vote being taken thereon, the following voted in favor thereof:

127 and the following voted against the same: none.

128

129 WHEREUPON said resolution was declared duly passed and adopted.

130

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/23/09
Item No.: 7.g

Department Approval

City Manager Approval



Item Description: Authorize Extension to the Minnesota Wildlife Rehabilitation Center Ground Lease Addendum

BACKGROUND

On July 24, 2000, the Roseville City Council entered into an agreement with the Minnesota Wildlife Rehabilitation Center to construct a facility in Roseville Central Park near the Harriet Alexander Nature Center.

On May 20, 2002 the City Council approved an addendum to the lease agreement (attached) modifying the building site pad as well as outlining the financial responsibility for parking lot and driveway improvements (Section 3). The modification of the building site pad negatively impacted the number of parking stalls and the Wildlife Rehabilitation Center agreed to provide the funds necessary for parking lot, driveway and related improvements should they be necessary.

On November 26, 2007, staff recommended and the Roseville City Council approved an extension of the expiration date (attached agreement) of section # 3, "financial responsibility for the parking lot and driveway improvements" from December 31, 2007 to March 31, 2009.

Since we are approaching the expiration date, it is either necessary to do the project or extend the expiration date.

Staff has been in regular communication with the Minnesota Wildlife Rehabilitation Center and, at their request, recommends that section 3 of the lease addendum "financial responsibility for the parking lot and driveway improvements" set to expire on March 31, 2009 be extended until December 31, 2013.

Attached is a lease extension agreement between the Minnesota Wildlife Rehabilitation Center and the City of Roseville that has been reviewed by the City Attorney and is recommended for approval.

Policy Objective

Officially approving a lease extension is consistent with City policy.

29 **FINANCIAL IMPACTS**

30 No financial costs to the City are associated with extending the date on the lease addendum

31 **STAFF RECOMMENDATION**

32 Staff has been in regular communication with the Wildlife Rehabilitation Center and recommends
33 that section 3 of the lease addendum “financial responsibility for the parking lot and driveway
34 improvements” be extended from March 31, 2009 to December 31, 2013.

35

36 **REQUESTED COUNCIL ACTION**

37 Motion authorizing the Director of Parks and Recreation to sign the attached lease extension
38 agreement with the Minnesota Wildlife Rehabilitation Center extending section 3 of the Ground
39 Lease, Redevelopment and Use Agreement addendum from March 31, 2009 to December
40 31,2013.

41

42

Prepared by: Lonnie Brokke, Director of Parks and Recreation

Attachments: A: Addendum to ground lease dated December 9th, 2003

B: Lease extension approved November 26, 2007, signed December 6, 2007

C: Lease extension recommended for approval extending until December 31,
2013.

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ADDENDUM TO GROUND LEASE, DEVELOPMENT AND USE AGREEMENT

This is an Addendum to the **GROUND LEASE, DEVELOPMENT AND USE AGREEMENT** ("Agreement") dated December 5, 2000, by and between the **CITY OF ROSEVILLE**, a Minnesota municipal corporation ("Lessor" or "City"), and **WILDLIFE REHABILITATION CENTER OF MINNESOTA**, a Minnesota non-profit corporation ("Tenant").

WHEREAS, the Lease between Landlord and Tenant contained terms and conditions regarding the use and occupation of a portion of Landlord's Central Park for the construction and operation of a facility as a not for profit wildlife veterinary hospital and a not for profit public education center operated exclusively by Tenant, and;

WHEREAS, Landlord and Tenant now desire to clarify and/or change the terms of the Lease regarding the description of the area being leased and the use and maintenance of common areas including driveway and parking lot areas.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Building Site Pad**. The legal description of the park area to be leased for the building site pad is hereby modified as described on EXHIBIT A attached hereto.
2. **Site Access and Parking**. Concurrent with the Lease, Tenant shall have appurtenant non-exclusive easements for access and utilities over, under and/or across Landlord's park property as shown on the site plan attached hereto as EXHIBIT A and legally described on EXHIBIT B attached hereto.

3. **Financial Responsibility for Parking Lot and Driveway Improvements.**

During the time frame beginning January 1, 2003 and ending on December 31, 2007 tenant agrees to pay to the Landlord such funds as necessary, currently estimated to be approximately forty thousand dollars (\$40,000), upon written request by the Landlord, for parking lot, driveway, and related improvements including possible expansions and relocations to be constructed at the discretion of the Landlord, to replace an equivalent number of parking spaces lost as a result of the relocation of the building site pad, as shown on the attached EXHIBIT A.

As security for this obligation, which is in addition to and separate from any other financial obligations of Tenant under the Agreement, Tenant shall post and maintain an irrevocable letter of credit in the amount specified above for the benefit of the Landlord in a form, and drawn on a financial institution, to be approved by the Landlord.

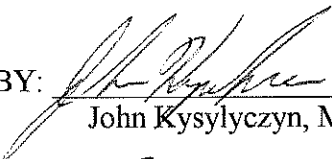
This Addendum is to be incorporated as part of the Agreement as though it was set forth therein.

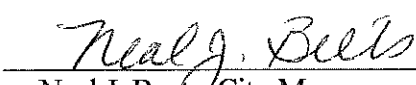
All other terms, covenants and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year indicated below.

LESSOR:
CITY OF ROSEVILLE

Date: 12/09, 2003

BY: 
John Kysylyczyn, Mayor

BY: 
Neal J. Beets, City Manager

TENANT:
WILDLIFE REHABILITATION CENTER
OF MINNESOTA

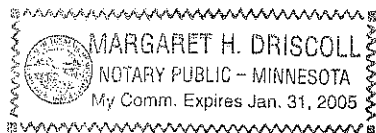
Date: 31 OCT, 2003

BY: [Signature], Executive Director

BY: [Signature], Board Chair

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

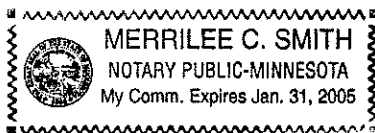
The foregoing instrument was acknowledged before me this 9th day of December, 2003, by John Kysylczyn, the Mayor, and by Neal J. Beets, the City Manager, of the CITY OF ROSEVILLE, a Minnesota municipal corporation, on behalf of the corporation and pursuant to authority granted by its City Council.



Margaret H. Driscoll
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 31 day of August, 2004, by Philip M. Jenni and by Mark Laub the Executive Director and Board Chair, respectively, of Wildlife Rehabilitation Center of Minnesota, a Minnesota non-profit corporation, on behalf of the corporation.



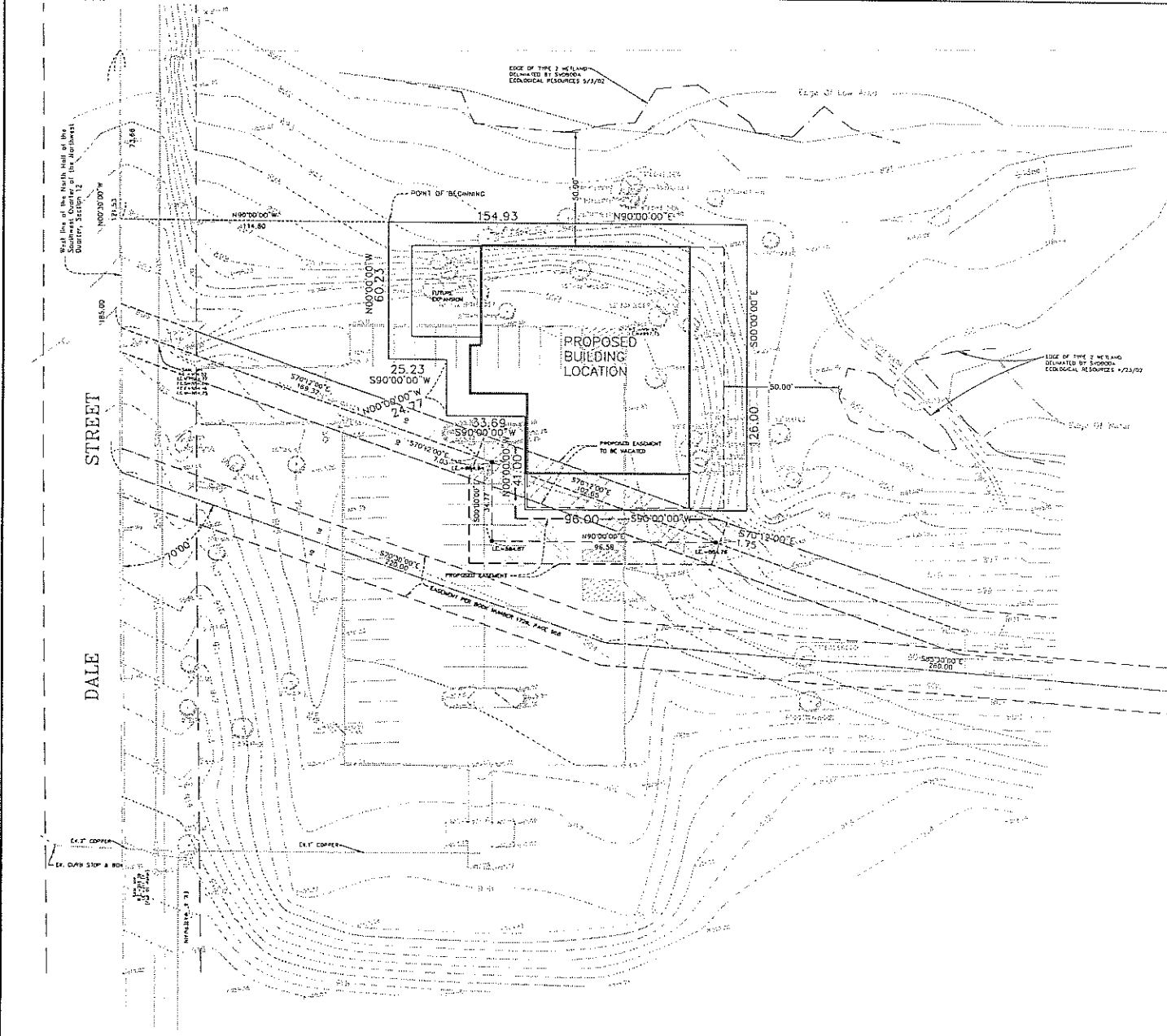
Merrilee C. Smith
Notary Public

EXHIBIT B
to that certain
GROUND LEASE, DEVELOPMENT AND USE AGREEMENT
by and between
CITY OF ROSEVILLE, Lessor
and
WILDLIFE REHABILITATION CENTER OF MINNESOTA, Tenant

Proposed Parcel Description:

That part of the North Half of the Southwest Quarter of the Northwest Quarter, Section 12, Township 29, Range 23, Ramsey County, Minnesota, described as follows:

Commencing at the northwest corner of said North half of the Southwest Quarter of the Northwest Quarter, thence South 00 degrees 30 minutes 00 seconds East, assumed bearing, along the west line of said North Half of the Southwest Quarter of the Northwest Quarter a distance of 73.66 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 114.80 feet to the point of beginning of the parcel to be described; thence continuing North 90 degrees 00 minutes 00 seconds East a distance of 154.93 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 126.00 feet; thence South 90 degrees 00 minutes and 00 seconds West, a distance of 96.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 41.00 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 33.69 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 24.77 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 25.23 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 60.23 feet to the point of beginning.



RLK
RESEARCH LISTS LTD.

100 West 40th Street, New York, NY 10018-3603
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Portland, ME
San Francisco, CA
Seattle, WA
Tampa, FL
Washington, DC
Wichita, KS

That part of the North Half of the Southwest Quarter of the Northwest Quarter, Section 12, Township 29, Range 23, Ramsey County, Minnesota, described as follows:

Elevation at the Southwest corner of said North Hall of the
 Southwest Quarter of the Northwest Quarter, thence South 00
 degrees 30 minutes 00 seconds East, assumed bearing, along the
 edge of said road, a distance of 114.80 feet; thence North 00
 degrees 00 minutes 00 seconds East a distance of 114.80 feet to
 the point of beginning; thence North 00 degrees 00 minutes 00
 seconds East, continuing North 00 degrees 00 minutes 00 seconds East a
 distance of 154.93 feet; thence South 00 degrees 00 minutes 00
 seconds West, continuing South 00 degrees 00 minutes 00
 seconds West, a distance of 96.00 feet; thence
 North 00 degrees 00 minutes 00 seconds West a distance of 11.00
 feet; thence South 00 degrees 00 minutes 00 seconds West, a
 distance of 33.69 feet; thence North 00 degrees 00 minutes 00
 seconds East, continuing North 00 degrees 00 minutes 00
 seconds East, a distance of 25.23 feet; thence North 00
 degrees 00 minutes 00 seconds West a distance of 80.21 feet to

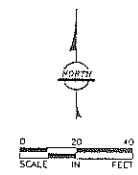
A 20.00 foot strip over, under and across that part of the North Half of the Southwest Quarter of the Northwest Quarter, Section 17, Township 29, Range 23, Ramsey County, Minnesota, the center line of said strip is described as follows:

Commencing at the northwest corner of said North Half of the Southwest Quarter of the Northwest Quarter, thence South 00 degrees 38 minutes 00 seconds East, assumed bearing, along the west line of said North Half of the Southwest Quarter of the Northwest Quarter a distance of 121.53 feet; thence South 70 degrees 12 minutes 00 seconds East a distance of 159.32 feet to the point of beginning of the center line to be described; thence continuing South 70 degrees 12 minutes 00 seconds East a distance of 111.43 feet, said line here terminating.

A 20.00 foot strip over, under and across that part of the North Half of the Southwest Quarter of the Northwest Quarter, Section 12, Township 26, Range 23, Ramsey County, Minnesota, the center line of said strip is described as follows:

Commencing at the northwest corner of said North half of the Southwest Quarter of the Northwest Quarter, thence South 00 degrees 30 minutes 00 seconds East a distance of 169.32 feet to the west line of said North Half of the Southwest Quarter of the Northwest Quarter a distance of 121.53 feet; thence South 70 degrees 12 minutes 00 seconds East a distance of 169.32 feet to the point of beginning of the center line to be described, thence continuing South 70 degrees 12 minutes 00 seconds East a distance of 7.93 feet, thence South 00 degrees 00 minutes 00 seconds East a distance of 54.72 feet, thence North 30 degrees 00 minutes 00 seconds East a distance of 95.14 feet, thence South 70 degrees 12 minutes 00 seconds East a distance of 1.75 feet, said line then terminating.

Commencing at a point on the West line of the East 17.40 acres of the N 1/2 of the SW 1/4 of the NW 1/4, Section 12, Township 28, Range 23, except the South 160 feet of the West 250 feet of the East 17.40 acres of the North 1/2 of the SW 1/4 of the NW 1/4 of Section 12, Township 28, Range 23, said point being 185 feet south of the North line of said 1/4 A / 1 / 4 ; thence South 70 degrees 00 minutes East approximately 220 feet; thence South 85 degrees 00 minutes East 280 feet; thence South 48 degrees 30 minutes East 320 feet; thence South 74 degrees 30 minutes East 190 feet; thence North 58 degrees 30 minutes East approximately 190 feet to a point on the East line of aore described parcel, said point being 100 feet south of the SE corner of said parcel, subject to all rights of record.



REVISIONS	DATE	BY	CHKD BY	APP'D BY
	08-20-96	CDH		
	08-20-96	JOS		
	08-20-96			

Ryan Companies US, Inc.
Selling Leading Manufacturers

RYAN Desires Builders Desires

1000 International Drive, 100 Howard Avenue, Suite 200, Springfield, MA 01104

WILDLIFE REHABILITATION
CENTER
ROSEVILLE, MINNESOTA

EXHIBIT 2
PROPOSED BUILDING
LOCATION

20/2/5
J.H.H.
MS.1200
12200
1/1
12200

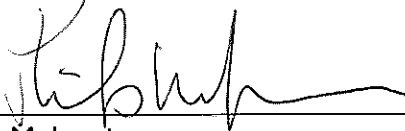
12-9-03 Addendum Extension to the Ground Lease, Development and Use Agreement
Between the
Minnesota Wildlife Rehabilitation Center and the City of Roseville

The Minnesota Wildlife Rehabilitation Center (WRC) and the City of Roseville agreed to an addendum to the ground lease, development and use agreement dated December 9, 2003.

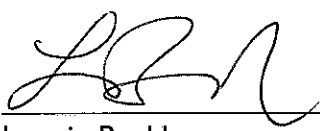
The purpose of the addendum was to change the legal description of the building site pad moving it further away from the wetland boundary and further into the existing parking lot. It also provided for the eventual possibility of parking lot expansion and related items since the final location of the building resulted in fewer parking spaces.

Specifically, item 3 of the addendum entitled "Financial Responsibility for Parking Lot and Driveway Improvements" specifies an expiration of December 31, 2007. As we approach this date, the WRC and the City of Roseville agree to extend the expiration date of item 3 of the 12-9-03 addendum from December 31, 2007 to March 31, 2009.

By signing the letter below, the Minnesota Wildlife Rehabilitation Center and the City of Roseville hereby agree to the extension as outlined above.


Philip M. Jenni,
Executive Director, WRC

Date 6 DEC 2007


Lonnie Brokke,
Director, Roseville Parks and Recreation

Date 12/6/07

2-23-09 Addendum Extension to the Ground Lease, Development and Use Agreement
Between the Wildlife Rehabilitation Center of Minnesota (WRC) and the City of Roseville

12-09-03 Addendum Extension to the Ground Lease, Development and Use Agreement
Between the Wildlife Rehabilitation Center of Minnesota (WRC) and the City of Roseville

WRC and the City of Roseville agreed to an addendum to the ground lease, development and
use agreement dated December 9, 2003.

The purpose of the addendum was to change the legal description of the building site pad
moving it further away from the wetland boundary and further into the existing parking lot. It
also provided for the eventual possibility of parking lot expansion and related items since the
final location of the building resulted in fewer parking spaces.

Specifically, item 3 of the addendum, entitled "Financial Responsibility for Parking Lot and
Driveway Improvements," specified that item 3 would end on December 31, 2007. On
November 26, 2007 the Roseville City Council approved an extension of the expiration date of
item 3 from December 31, 2007 to March 31, 2009.

Since we are approaching the expiration date, WRC and the City of Roseville agree to extend
the expiration date of item 3 from March 31, 2009 to December 31, 2013.

By signing below, the Wildlife rehabilitation Center of Minnesota an the City of Roseville
hereby agree to the extension outlined above.

Philip M. Jenni,
Executive Director, WRC

Lonnie Brokke,
Director, Roseville Parks and Recreation

Date _____

Date _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/23/09

Item No.: 7.h

Department Approval

City Manager Approval



Item Description: Authorization for the 2009 PIP Program

BACKGROUND

In 1990, the City Council established the Park Improvement Program (PIP). The goals for the program are:

1. To increase the aesthetics of all Roseville parks.
2. To make upgrades to park facilities and amenities with the goal to reduce daily maintenance needs.
3. To bring all park facilities up to city code and to meet recognized safety standards in all city parks.
4. To insure that all parks are used to their fullest potential while protecting natural resources and open space.
5. To repair and replace any park facilities and related amenities that is in need of repair because of their age and condition.
6. To make upgrades, enhancements and replacements without incurring unusual costs for rehabilitation or redevelopment.
7. To make improvements based on the most up-to-date professional standards.

The PIP process is as follows:

1. All improvements will meet the latest appropriate safety requirements, municipal and state codes and professional standards.
2. Staff will review proposed work with the Parks and Recreation Commission.
3. Improvements will be designed to meet required standards and minimize and/or reduce maintenance procedures currently required.
4. The majority of the reconstruction labor will be contracted allowing park maintenance staff to concentrate on regular maintenance concerns.
5. Standard procedures will be used for drawing specifications, advertising for bids, receiving quotes and awarding contracts.

Since 1990, the funding levels of the Park Improvement Program has diminished and have allowed for only

more urgent situations and is as follows:

<u>YEAR</u>	<u>AMOUNT</u>
1990-2003	\$250,000
2004	\$174,000
2005	\$150,000
2006	\$150,000
2007	\$175,000
2008	\$215,000
2009	\$215,000

Including the 2009 recommendation, \$95,000 (\$45,000 in 2004) of the total will have been allocated to the removal of diseased and hazardous trees, primarily from boulevards.

The following projects for 2009 have been reviewed by the Parks and Recreation Commission and are recommended by staff:

<u>ITEM</u>	<u>AMOUNT</u>
1. Diseased and Hazardous Tree Removal (ROW and Parks)	\$50,000
• Limited emphasis on street related trees	
• Greater emphasis on park related trees	
2. Playground Equipment – Lower Villa Park	\$ 50,000
3. Tennis/Basketball Court Repairs/Resurface (2 courts)	\$ 15,000
4. Playground Improvements	
• Add safety surface	
• Replace cable nets	
• Replace border @ 1 park	\$ 12,000
5. Rosebrook Swimming Pool Drain & Gate Repair/Replacement	\$ 10,700
6. Central Park Amphitheatre Decking	
• 2008 project- additional funds needed	
• Roseville Central Park Foundation Partnership	\$ 20,000
7. Arena perimeter repairs/re-landscaping	
• Original landscaping undermining the building foundation	\$29,000
8. Auto Cad Upgrades (drawing software program)	\$ 4,300
9. Soccer Field Goal Post and Net Replacement	\$ 9,000
• Permanent goals at Langton Lake	
• Replace youth soccer goals	
10. Plexiglass Windows Replaced in Park Shelters	\$ 3,500
11. Ballfield Infield Maintenance	\$ 4,000
12. Ballfield Aglime – various locations	\$ 2,500
13. <u>Mulch All Newer Trees</u>	<u>\$ 5,000</u>
TOTAL	\$215,000

The Parks and Recreation Commission have made the unanimous recommendation to approve the projects and funding levels, however their recommendation included using the diseased and hazardous tree removal funding for park trees only and not other public trees, i.e. boulevard trees. The rationale being that Park and Recreation monies should only be used for Park and Recreation related items. Because of the ordinance, responsibility levels and the necessity of removing diseased and hazardous trees from all public property, staff recommends approval of the items, including non park public trees such as boulevard trees.

POLICY OBJECTIVE

1. The City previously made a substantial investment that needs to be protected and enhanced.
2. PIP monies will be spent to redevelop present park facilities rather than construct entirely new projects.
3. Projects will be recommended by staff, reviewed and referred by the Parks and Recreation Commission and adopted by the City Council.
4. Additional funding may be used from participating groups to enhance the project.

Regular ongoing maintenance will continue to address the problems that are not a part of the adopted current PIP projects to insure completely safe facilities.

The approved funding level for 2009 is \$215,000.

FINANCIAL IMPACTS

\$215,000 has been approved in the 2009 City Budget for implementation of the PIP. Funding many times is accumulated over a couple of years or coordinated with outside funding sources to complete a project.

STAFF RECOMMENDATION

Based on the completion and analysis of the PIP evaluation process and the unanimous recommendation of the Parks and Recreation Commission, staff recommends that the Council approve the following projects totaling \$215,000:

<u>ITEM</u>	<u>AMOUNT</u>
1. Diseased and Hazardous Tree Removal (ROW and Parks)	\$50,000
• Limited emphasis on street related trees	
• Greater emphasis on park related trees	
2. Playground Equipment – Lower Villa Park	\$ 50,000
3. Tennis/Basketball Court Repairs/Resurface (2 courts)	\$ 15,000
4. Playground Improvements	
• Add safety surface	
• Replace cable nets	
• Replace border @ 1 park	\$ 12,000
5. Rosebrook Swimming Pool Drain & Gate Repair/Replacement	\$ 10,700
6. Central Park Amphitheatre Decking	
• 2008 project- additional funds needed	
• Roseville Central Park Foundation Partnership	\$ 20,000
7. Arena perimeter repairs/re-landscaping	
• Original landscaping undermining the building foundation	\$29,000
8. Auto Cad Upgrades (drawing software program)	\$ 4,300
9. Soccer Field Goal Post and Net Replacement	\$ 9,000
• Permanent goals at Langton Lake	
• Replace youth soccer goals	
10. Plexiglass Windows Replaced in Park Shelters	\$ 3,500
11. Ballfield Infield Maintenance	\$ 4,000
12. Ballfield Aglime – various locations	\$ 2,500
13. Mulch All Newer Trees	\$ 5,000
TOTAL	\$215,000

REQUESTED COUNCIL ACTION

Motion authorizing the 2009 PIP projects with monies to be taken from the \$215,000 appropriated in the

124 2009 budget for the Park Improvement Program.

125
Prepared by: Lonnie Brokke, Director of Parks and Recreation

REQUEST FOR COUNCIL ACTION

Date: 02/23/2009
Item No.: 7.i

Department Approval



City Manager Approval



Item Description: Adopt Resolution Supporting Aeon's Application to Ramsey County for CDBG/HOME Funds for Phase II of the Har Mar Apartments Project

1.0 BACKGROUND

- 1.1. Ramsey County is soliciting grant applications for its CDBG/HOME funds. This program allows for local units of government and for-profit and nonprofit development organizations to apply for this funding. Aeon is seeking \$350,000 in funding to assist with the construction of the second phase of its project at the Har Mar Apartments. This phase will integrate a new 48-unit building into the site.
- 1.2. In order to apply for the funding, Aeon must receive a resolution of support from the City of Roseville. Attachment A is a letter requesting City support.
- 1.3. On March 24, 2008, the City Council approved Aeon's Concept Planned Unit Development for its Har Mar Apartments project, which included the construction of the new building. Aeon has indicated that it will be seeking final approvals in spring 2009.

2.0 POLICY OBJECTIVE

- 2.1. By supporting Aeon's application to Ramsey County for CDBG/HOME funds, the City is taking a proactive step to help leverage external funds to assist Aeon's efforts to rehabilitate and stabilize the Har Mar Apartments.

3.0 FINANCIAL IMPACTS

- 3.1. There is no fiscal impact to the City by supporting Aeon's grant application. Attachment B is a draft resolution of support.

4.0 STAFF RECOMMENDATION

- 4.1 Staff recommends that the City Council adopt the resolution supporting Aeon's CDBG/HOME grant application.

5.0 REQUESTED COUNCIL ACTION

- 5.1 By resolution, support Aeon's application for Ramsey County CDBG/HOME funds for the Har Mar Apartments Phase II project.

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Letter from Aeon and map depicting proposed project
B: Draft Resolution of Support



Homes for Generations

February 12, 2009

Ms. Jamie Radel, Economic Development Associate
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Jamie:

Aeon requests a City Council Resolution of Support for its application to Ramsey County for \$350,000 in CDBG/HOME funds. These funds will help fund the second phase of Har Mar Apartments, which will create 48 new affordable apartments for individuals and families in Roseville.

The overall Har Mar redevelopment (Phases I and II) will transform a run-down, underinvested property and underutilized lot into a vibrant apartment community at important crossroads in Roseville (Snelling Avenue South and Highway 136). Together, Phases I and II of the Har Mar Apartments will create 168 healthy, sustainable and affordable apartments for the many local service-sector workers and provide the community with a valuable asset.

Phase I involves the rehabilitation of 120 existing one-bedroom apartments and site development and reconfiguration, which will reduce surface parking, maximize green space and connect the now disparate buildings through walkways. Construction is expected to begin this summer.

Phase II of the development will bring greater density to the site and add much needed affordable two- and three-bedroom apartments. The newly constructed building will sit on the northwest corner of the lot and provide 48 apartments for those with limited incomes and a community room for all Har Mar residents. Parking will be underground to preserve outdoor spaces for plantings and gathering spaces. There will also be front porches and other design features that promote interaction among residents. The mix of apartment size will provide more diverse housing options for low-wage earners as well as enhance safety and foster a sense of community.

The City of Roseville and Ramsey County have been important partners in the Har Mar Apartments project, and we look forward to continuing that partnership. Aeon is requesting funding from Ramsey County to help pay for predevelopment expenses, which include site acquisition, site preparation and other expenses that are reasonable and necessary prior to the construction of Phase II. Aeon's goal is to have all Phase II funding committed in 2009, which will enable construction to begin as soon as the rehabilitation of Phase I is complete. The \$350,000 in CDBG/HOME funds being requested from Ramsey County is an important part of making this happen.

Thank you very much for working with Aeon on this application. Please call me at 612-341-3148, ext. 236 or John Rocker at 612-341-3148, ext. 217 if you have any questions.

Sincerely,

Dan Walsh
Project Manager

**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 23rd day of February, 2009, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No. XXXXX

**SUPPORT OF AEON'S APPLICATION FOR RAMSEY COUNTY CDBG/HOME
FUNDS FOR THE HAR MAR APARTMENTS PHASE II PROJECT**

WHEREAS, the Har Mar Apartments site, located at 2225 Snelling Avenue in the City of Roseville, was identified by the City as an apartment complex in need of renovation; and

WHEREAS, the northern portion of the property is an appropriate location for the development of additional affordable housing; and

WHEREAS, Aeon, a reputable Twin Cities affordable housing developer, has proposed to construct a new building, which will feature affordable two-bedroom and three-bedroom rental apartments for low-income residents; and

WHEREAS, on March 24, 2008, the City granted approval of the Concept Planned Unit Development for the overall project, which includes the Phase II building.

NOW THEREFORE BE IT RESOLVED THAT the City of Roseville hereby supports and strongly recommends funding to Aeon for the development of an additional apartment building on the Har Mar Apartments site with the goals of adding to the existing unit mix, developing a vacant portion of the property, constructing a high-quality building, adding landscaping, and improving curb appeal to convey current apartment community trends.

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.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/23/09
Item No.: 7.j

Department Approval



City Manager Approval



Item Description: Adopt a Resolution Regarding Parking on Roselawn Avenue

BACKGROUND

The City is reconstructing Roselawn Avenue from Halmline Avenue to Victoria Street, which is part of the City's Municipal State Aid (MSA) system.

State Aid standards do not allow parking on both sides of 2 lane roads narrower than 38 feet. Roselawn Avenue will be reconstructed to 35 feet wide from Hamline Avenue to Lexington Avenue, and 32 feet wide from Lexington Avenue to Victoria Street. Parking will be permitted on the north side and "no parking" signs will be posted on the south side of the street. Residents have also requested no parking on the north side of the street from Chatsworth Street to Victoria Street. The proposed parking layout has been discussed with residents throughout the project development.

The State requires a Council resolution prohibiting parking where street width does not meet State Aid standards for parking on both sides.

POLICY OBJECTIVE

In order to utilize available MSA funds, the City must post parking in accordance with adopted State Aid standards.

STAFF RECOMMENDATION

Approval of the attached resolution prohibiting parking on the south side of Roselawn Avenue between Hamline Avenue and Victoria Street, and on the north side of Roselawn Avenue between Chatsworth Street and Victoria Street.

REQUESTED COUNCIL ACTION

Approval of the attached resolution prohibiting parking on the south side of Roselawn Avenue between Hamline Avenue and Victoria Street, and on the north side of Roselawn Avenue between Chatsworth Street and Victoria Street.

Prepared by: Kristine Giga, Civil Engineer;

Attachments: Resolution

**EXTRACT OF MINUTES OF MEETING
OF CITY COUNCIL
CITY OF ROSEVILLE
RAMSEY COUNTY, MINNESOTA**

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 in the City Hall at 2660 Civic Center Drive, Roseville, Minnesota, on Monday, 23rd day of February, 2009, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

**RESOLUTION NO.
RESOLUTION PROHIBITING PARKING ON
ROSELAWN AVENUE**

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

WHEREAS, Roselawn Avenue from Hamline Avenue to Victoria Street is a Municipal State Aid roadway;

AND WHEREAS, such roadways are proposed to be reconstructed using Municipal State Aid funds and the reconstruction of such roadways must conform to established State Aid standards;

AND WHEREAS, State Aid standards do not allow parking on both sides of 2 lane roads narrower than 38;

AND WHEREAS, Roselawn Avenue will be constructed to 35 feet wide from Hamline Avenue to Lexington Avenue, and 32 feet wide from Lexington Avenue to Victoria Street with parking allowed on the north side except between Chatsworth Street and Victoria Street, and no parking posted on the south side of the street;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, that parking is hereby allowed along the north side of Roselawn Avenue except between Chatsworth Street and Victoria Street, and prohibited along the south side of the street;

The motion was duly seconded by 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.

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 February, 2009, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of February, 2009.

William J. Malinen, City Manager

(SEAL)

REQUEST FOR COUNCIL ACTION

Date: February 23, 2009
Item No.: 7.k

Department Approval

City Manager Approval



Item Description: Resolution Authorizing Examination of Cooperation and Share Services with Others

BACKGROUND

In the Imagine Roseville 2025 process, the community identified one of our City's goals is to responsibly fund programs, services and infrastructure to meet long-term goals.

In the past several months, our city, state and nation have undergone dramatic economic stressors. Current economic conditions have caused a significant state budget deficit, and the Governor has unallotted local government aid to cities and counties. In his proposed 2010-2011 biennial budget, the Governor has eliminated future Market Value Homestead Credit aid to Roseville.

In 2008, the Legislature imposed a three-year tax levy limit on local governments. This limited the percent by which the City could raise property taxes, without regards to a municipality's needs or wants.

The City of Roseville historically has provided governmental services to its residents and businesses in an extremely cost effective and efficient manner. Because of the City's past efforts, residents have enjoyed among the lowest property tax burden compared to other cities of comparable size in Minnesota. Although this has been good for the taxpayer, it does not give the City much leeway in making changes to delivering services.

The City Council and staff take very seriously the goal to responsibly fund programs, services and infrastructure, and over the years the City has entered into hundreds of joint powers agreements and cooperative efforts. Many of these agreements are renewed year after year, while some are new initiatives that have come about because of changing demographics, community expectations or government initiatives.

With the current economic challenges facing residents and local governments, Roseville must become even more creative and resourceful to continue to provide its high level of services or services may have to be reduced. With that understanding, the City plans to meet and brainstorm ideas with a variety of entities. Some of these ideas may be risky or considered controversial, but until staff can engage in conversations, we may never know the advantages or disadvantages of trying to deliver goods or services differently.

34

35 **POLICY OBJECTIVE**

36 To allow staff to explore developing innovative and creative ways to deliver services in a cost
37 effective and efficient manner.

38 **FINANCIAL IMPACTS**

39 Potential cost savings. ~~None~~

40 **STAFF RECOMMENDATION**

41

42 Enact the resolution that supports discussing and researching possible new and enhanced
43 cooperation and shared services with local governments and others. Authorize the City Manager
44 and/or his designee to pursue and examine new cost effective means of cooperating and sharing
45 services with local governments and others to provide services and programs. Direct the City
46 Manager to report back on a regular basis regarding cooperative opportunities.

47 **REQUESTED COUNCIL ACTION**

48

49 Enact the resolution that supports discussing and researching possible new and enhanced
50 cooperation and shared services with local governments and others. Authorize the City Manager
51 and/or his designee to pursue and examine new cost effective means of cooperating and sharing
52 services with local governments and others to provide services and programs. Direct the City
53 Manager to report back on a regular basis regarding cooperative opportunities.

54

55

Prepared by: Bill Malinen, City Manager
Attachments: A: Resolution

Attachment A

**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 23rd day of February 2009, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**AUTHORIZING EXAMINATION OF COOPERATION AND SHARED
SERVICES WITH OTHERS**

WHEREAS, In 2008, the Minnesota Legislature imposed a three year tax levy limit on local governments; and

WHEREAS, Current economic conditions have caused a significant state budget deficit; and

WHEREAS, The Governor has unallotted local government aid to cities and counties; and

WHEREAS, In his proposed 2010-2011 biennial budget, the Governor has eliminated future Market Value Homestead Credit aid to Roseville; and

WHEREAS, The current economic challenges facing residents and local governments requires creativity and resourcefulness to continue to provide a high level of government services; and

WHEREAS, The City of Roseville provides cost effective and efficient governmental services to its residents and businesses; and

WHEREAS, The current economic pressures make continuing providing the high level of service an economic challenge; and

46
47 WHEREAS, Jointly sharing services between local governments and school districts
48 and others can be a cost effective and efficient way to deliver services.
49

50 NOW, THEREFORE, BE IT RESOLVED, that
51

- 52 1. The City Council hereby actively supports discussing and researching possible
53 new and enhanced cooperative efforts and sharing services with local
54 governments and others.
55
- 56 2. The City Council hereby authorizes the City Manager and/or his designee to
57 pursue and examine new cost effective means of cooperating and sharing services
58 with other local governments and others to provide services and programs.
59
- 60 3. The City Council directs the City Manager to report back on a regular basis on
61 any progress regarding cooperative opportunities.
62

63
64
65 The motion for the adoption of the foregoing resolution was duly seconded by Member
66

67 , and upon a vote being taken thereon, the following voted in favor thereof:
68

69 and the following voted against the same: none.
70

71 WHEREUPON said resolution was declared duly passed and adopted.

Resolution –Governmental Cooperation Initiatives

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 23 day of February, 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23 day of February, 2009 .

William J. Malinen, City Manager

(Seal)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 02/23/09

Item No.: 7.1

Department Approval



City Manager Approval



Item Description: Request by Aeon for an extension to their REZONING, GENERAL CONCEPT PLANNED UNIT DEVELOPMENT and PRELIMINARY PLAT approval for the Har Mar Apartments (PF07-068)

1.0 BACKGROUND:

1.1 On March 24, 2008, the Roseville City Council approved a REZONING, GENERAL CONCEPT PLANNED UNIT DEVELOPMENT and PRELIMINARY PLAT for Har Mar Apartments on behalf of Aeon.

1.2 On June 9, 2008, the Roseville City Council approved an extension of the project to March 25, 2009. The extension approval was predicated on Aeon's application to Minnesota Housing Finance Agency (MHFA) for a large portion of the projects funding, which award was to be determined in November 2008.

1.3 In November 2008, Aeon did receive a large housing tax credit award for the project and recently has applied for additional tax credits, which award should be awarded in April. They have also recently requested a grant to assist in the construction of a sidewalk along the frontage road. However, since the fall 2008, Aeon has encountered a number of staffing changes that has contributed to the new team needing some extra time to visit with the Planning staff and get up to speed on submittal requirements and processing.

2.0 REQUEST/RECOMMENDATION:

2.1 Given the changes in staffing at Aeon, the short timeline for submitting all required documents for final approvals, and the Planning Division recommendation that the project not be rushed, Aeon is seeking a three month extension to their previously approved extension (from March 25, 2009 to June 25, 2009). This extension will allow Aeon's new staff to work with the Planning Division on submittal all necessary documents for processing.

2.2 The Roseville Planning Division supports the extension and recommends that the City Council approve the attached RESOLUTION APPROVING an additional 3-month extension to the FINAL PLAT and FINAL DEVELOPMENT PUD for Har Mar Apartments.

3.0 SUGGESTED CITY COUNCIL ACTION:

3.1 ADOPT a RESOLUTION APPROVING a 6 month extension to the FINAL PLAT and FINAL DEVELOPMENT PUD for Har Mar Apartments.



Homes for Generations

February 16, 2009

Thomas Paschke
City Planner
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Dear Mr. Paschke:

Aeon respectfully requests that the City Council grant a three month extension for the final approval of the PUD and plat plans for Har Mar Apartments, making the new application deadline June 25, 2009. The City Council approved Aeon's concept PUD and plat plans on March 24, 2008, and the current deadline for submitting the application for final PUD and plat approval is March 25, 2009.

The City of Roseville has been an important partner in the Har Mar Apartments project, and we look forward to continuing that partnership. Aeon's new project managers have begun working with city staff on the final PUD and plat plans. This extension will ensure that the process is not rushed and that both parties have enough time to negotiate and approve the final plans.

As you may know, Phase I of the project received a large housing tax credit award in 2008. Aeon recently applied for additional tax credits and anticipates receiving an award in April, which will enable Phase I construction to begin in August 2009.

The Har Mar redevelopment project will transform a run-down, underinvested property and underutilized lot into a vibrant apartment community at important crossroads in Roseville (Snelling Avenue South and Highway 36). Phase I involves the rehabilitation of 120 existing one-bedroom apartments and the reconfiguration and redevelopment of the site, which will reduce surface parking, maximize green space and connect the now disparate buildings through walkways. Phase II of the project will add much needed affordable two- and three-bedroom apartments. The newly constructed building will sit on the northwest corner of the lot and provide 48 apartments for those with limited incomes and a community room for all Har Mar residents. Underground parking will be built to preserve outdoor spaces for plantings and gathering spaces. There will also be front porches and other design features that promote interaction among residents.

If you require further information, please contact me at 612-341-3148 ext. 236. Thank you for your consideration of this request.

Sincerely,

Dan Walsh
Project Manager

**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 February 2009, at 6:00 p.m.

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

Council Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION NO. _____
A RESOLUTION APPROVING AN EXTENSION TO THE FILING OF A FINAL PLAT
AND FINAL DEVELOPMENT PUD FOR AEON AND THE HAR MAR APARTMENTS,
2225 TO 2265 SOUTH HIGHWAY 36 SERVICE DRIVE (PF07-068)**

WHEREAS, Aeon received approval of a REZONING, GENERAL CONCEPT PLANNED UNIT DEVELOPMENT and PRELIMINARY PLAT for Har Mar Apartments on March 24, 2008; and

WHEREAS, on June 9, 2008, the City Council approved a 6-month extension to March 25, 2009 for the Har Mar Apartment PUD project; and

WHEREAS, Aeon has sought additional tax credits to assist with Phase I of the project (construction on new apartment building and other site improvements); and

WHEREAS, Aeon has experienced employee turnover in the fall of 2008, which has necessitated the new staff getting up to speed on the projects requirements and final submittal needs;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the request by Aeon for an additional extension to the requirements of Section 1102.01F (Final Plat Submission) from March 25, 2009 to June 25, 2009.

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 the following voted against:

WHEREUPON said resolution was declared duly passed and adopted.

[illegible]

WITNESS MY HAND officially as such Manager this 23rd day of February 2009.

State of Minnesota - County of Ramsey
Signed or Attested before me on this

by: William J. Malinen

2

REQUEST FOR COUNCIL ACTION

Date: 02/23/09
Item No.: 7.m

Department Approval



City Manager Approval



Item Description: Award 2009 Street Maintenance Materials and Contractual Concrete And Paving Bids

BACKGROUND

Annually, the Street Maintenance Division receives bids for materials that are used for street maintenance operations and for contractual concrete and asphalt reclamation/ asphalt paving work. Materials bid include aggregate for seal coating, bituminous materials for road repair, asphalt emulsion and aggregate for seal coating, and Class 5 gravel for base repair. The concrete repairs include curb and gutter repairs and sidewalk panel replacement. The contractual paving related bids are for replacement and repair of pathways and parking lots, as well as miscellaneous patching.

POLICY OBJECTIVE

Each year city staff uses the competitive bid process to secure maintenance materials and contractual concrete work that fall within budget guidelines. This allows maintenance programs to be completed as planned with quality materials at the lowest possible cost to the city.

DISCUSSION OF BIDS

****HIGHLIGHTED 2009 ITEMS INDICATE LOW-BID**

BIDDER

**UNIT PRICE
DELIVERED
(not including tax)**

Class 5 crushed limestone

Aggregate Industries

\$11.86 delivered

Bryan Rock

\$11.92

2008 price/del \$11.29/ton + tax

CRS-2 Asphalt Seal Coat Oil

Flint Hills Resources

\$1.72 gal

Meigs

\$1.83 gal

2008 price/del \$1.26/gal + tax

FA-2 Seal Coat Aggregate per ton

Martin Marietta

\$27.25 ton

Dresser Traprock

\$35.10 ton

2008 bid was \$27.25/ton + tax

BIDDER

UNIT PRICE
PICKED UP
(not including tax)

100 ton LVNW3503B Asphalt Base Mix

Bituminous Roadways (Mpls)

\$49.50

T.A. Schifsky

55.00

Commercial Asphalt (Blaine)

59.40

Midwest Asphalt

64.25

2008 price/del 42.75 ton + tax

750 ton LVWE45030B ½" Asphalt Wear Mix

Bituminous Roadways (Mpls)

\$51.00

Commercial Asphalt (Blaine)

52.65

T.A. Schifsky

55.00

Midwest Asphalt

69.45

2008 price \$43.80/ton + tax

200 ton LVWE 35030B ¾" Asphalt Wear Mix

Bituminous Roadways (Mpls)

\$49.50

T. A. Schifsky

55.00

Commercial Asphalt (Blaine)

59.40

Midwest Asphalt

64.25

2008 price \$42.75/ton + tax

Remove & replace miscellaneous concrete panels

Kassa Construction

\$3.95 s.f.

Curbmaster

\$6.50 s.f.

2008 bid was \$3.60 s.f.

Remove and replace miscellaneous concrete curb

Kassa Construction

\$23.10 l.f.

Curbmaster

\$28.50 l.f.

2008 bid was \$22.00 l.f.

Stamped red-color herringbone concrete crosswalk

Kassa

\$8.95 s.f.

Curbmaster

\$10.90 s.f.

Did not bid in 2008

Non-stamped colored concrete crosswalk

Kassa

\$6.95 s.f.

Curbmaster

\$8.50 s.f.

Did not bid in 2008

Remove and replace concrete panels in PW Yard

Kassa Construction

\$4.60 s.f.

Curbmaster

\$6.65 s.f.

2008 bid price \$4.00 s.f.

Pedestrian ramp truncated domes

Kassa Construction

\$14.00 s.f.

Curbmaster

\$48.50 s.f.

2008 bid price \$10.50 s.f.

Miscellaneous Bituminous Milling & Paving

T.A. Schifsky

\$105 ton

Tower Asphalt

\$425 ton

Bituminous Roadways

\$600 ton

Midwest Asphalt

\$1400 ton

2008 bid price \$114.00 Ton

934 s.y. LVWE45030B ½" Victoria Pathway Paving

Tower Asphalt

\$85.00 ton

Bituminous Roadways (did not include reclaiming cost)

\$82.00 ton

T. A. Schifsky

\$97.00 ton

Midwest Asphalt

\$116.00 ton

2008 bid price \$65.00 per Ton

955 s.y. County Rd B Pathway Paving

Tower Asphalt

\$80.00 per ton

Bituminous Roadways

\$82.00 per ton

T. A. Schifsky

\$97.00 per ton

Midwest Asphalt

\$116.00 per ton

2008 bid price \$60.00 Ton

650 s.y. Paving 2540 Western Avenue Pathway Paving

Tower Asphalt

Bituminous Roadways (did not include reclaiming cost)
T. A. Schifsky
Midwest Asphalt

\$85.00 per ton

\$82.00 per ton

\$97.00 per ton

\$116.00 per ton

2008 bid price \$65.00 Ton

14 These recently opened bids have allowed us to determine the 2009 work plan be reduced in the
15 following areas to meet funding levels.

- 16
- 17 Reduce seal coat mileage by 25 %
 - 18 Reduce Ice control by 10 %
 - 19 Reduce sign maintenance by 10 %
 - 20 Reduce pavement marking by 25%
 - 21 Reduce other contractual repairs of pavements and curbs by 10%
- 22

23 Staff has done considerable research into market trends for asphalt pricing. Current indicators are
24 that pricing may decline in the next month or two for asphalt mix and bituminous paving. It is for
25 these reasons that we are recommending rejecting the asphalt paving and bituminous mix bids.
26 These materials and contractual work will be rebid or quoted at a later date.

27 **FINANCIAL IMPACTS**

28 Street maintenance materials, contractual concrete work, paving, reclamation, and miscellaneous
29 patching are funded in the Street Maintenance. Pathways are funded in the Pathway Parking Lot
30 Budget. The bids received are reflective of the current market rates for the items bid. Market
31 prices are in flux at this time on some items. We continue to see increases in these materials and
32 services. Bids received are above the amounts budgeted for due to increased energy costs for
33 production of the materials and transportation costs.

34 **STAFF RECOMMENDATION**

35 Staff recommends to award to the **overall** low bidder in some categories and reject bids in other
36 categories as listed in the requested action below.

37 **REQUESTED COUNCIL ACTION**

38 Motion accepting the following bids for street maintenance materials and contractual work:

- 39 1. Class 5 aggregate base Aggregate Industries
 - 40 2. CRS-2 Asphalt oil Flint Hills
 - 41 3. FA-2 Seal Coat Aggregate Martin Marietta
 - 42 4. Miscellaneous concrete sidewalk, Kassa Concrete
 - 43 pedestrian ramps, and curb replacement
 - 44 5. Bituminous miscellaneous milling & paving T.A. Schifsky
- 45

46 Motion rejecting the following bids for street maintenance materials and contractual work:

- 47 1. Pathway Paving LVWE45030B ½” Tower Asphalt
- 48 2. LVNW35030B Base Asphalt ¾” Bituminous Roadways
- 49 3. LVWE45030B Asphalt Wear Mix ½” Bituminous Roadways
- 50 4. LVWE35030B Asphalt Wear Mix ¾” Bituminous Roadways

Prepared by: Steve Zweber, Streets Supervisor

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 02/23/09
Item No.: 7.n

Department Approval



City Manager Approval



Item Description: Award Contract for Janitorial Services

BACKGROUND:

The City of Roseville contract for janitorial services expires this month. City staff requested proposals using the Best Value process for a two year janitorial services contract. We received four proposals for these services. The City has contracted with Marsden for the past four years for janitorial services. The original contract was for two years with an option to extend for an additional two years by mutual agreement. This contract covers the cleaning of City Hall including the Police Department, the License Center, Fire Station 1 public areas, and routine cleaning at the Skating Center and Nature Center.

We have compared the cost of contracting these services to providing these services with city staff. The cost is very similar from a salary and benefit cost if provided by fulltime employees. The benefit to contracting is the coverage provided by these firms for absences due to sickness and vacations and the shedding of risk for workers compensation and other staff related risk.

Discussion of Bids:

There were four firms that submitted proposals, and the results are included in the table below.

Group	Submittal Amount	Best Value Rating
Jani-King	\$250,861.44	49.75
North American Cleaning	\$129,385.92	67.25
Marsden	\$210,220.00	82.50
ISS Facility Services Inc.	\$152,721.00	84.75

Through the Best Value process, each firm was asked to submit references and have their clients complete a past performance survey. The criteria used for scoring was: contract cost 40%,

reference list information 20%, survey information 20%, and interview 20%, for a total of 100 %.

Staff involved in the evaluation and interview process included Lonnie Brokke, Parks and Recreation Director; Duane Schwartz, Public Works Director; Brenda Davitt, Assistant Finance Director; Brad Tullberg, Skating Center Superintendent; and Pat Dolan Fleet, and Facility Supervisor. Through this process, staff has determined the apparent best value submittal.

It was determined in the interview process that ISS Facility Services work plan was adequate to meet our needs. They also indicated how they plan to meet our cleaning schedules and the required time frames we have for each building due to activity scheduling. Their submitted and follow up references were all positive and they were able to meet all requirements of their cleaning contracts.

The firm that proposed the lowest contract amount, North American Cleaning, is not recommended because they scored significantly lower during the interview and reference portion of the Best Value process. Through the interview, and reference evaluation, it was the opinion of the interview team that this firm does not have the capability to successfully meet our needs.

FINANCIAL IMPACTS

Staff is recommending the proposal with the highest Best Value score for award. ISS Facility Systems proposed a program with a two-year cost of \$152,721.00. The recently expired two-year contract cost with Marsden was \$220,937.00. The ISS Facility Systems proposal is a substantial savings over the existing janitorial program.

STAFF RECOMMENDATION

Staff recommends award of a contract to ISS Facility Systems for janitorial services for a two year period in the amount of \$152,721.00.

Requested Council Action:

Motion awarding a contract for janitorial services to ISS Facility Systems in the amount of \$152,721.

**Prepared by: Pat Dolan, Fleet & Facilities Supervisor
Duane Schwartz, Public Works Director**

Date: 2/23/09

Item: 10.a

Mounds View Schools Update

No Attachment

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: February 23, 2009

Item No.: 11.a

Department Approval



City Manager Approval



Item Description:

Hold public hearing to solicit public comment regarding the Lake Owasso Safe Boating Association's Request for Placement of Water Ski Course and Jump on Lake Owasso

BACKGROUND

The council, at its February 9, 2009, meeting, established a public hearing for February 23, 2009, to solicit public input on the Lake Owasso Safe Boating Association's request to obtain a Ramsey County Sheriff's permit for placement of a water ski course and water ski jump on Lake Owasso.

As in 2008, the Lake Owasso Safe Boating Association's insurance certificate lists the City as an insured party.

PROPOSED ACTION

The Lake Owasso Safe Boating Association requests approval for placement of a water ski course and jump in the same locations as in past years.

FINANCIAL IMPACTS

There are no financial impacts to the City

STAFF RECOMMENDATION

Host a public hearing for the City Council meeting of February 23, 2009, to provide for public comment regarding placement of a water ski course and jump on Lake Owasso for the 2009 season.
Affected Roseville residents on the Lake have been notified.

REQUESTED COUNCIL ACTION

Host a public hearing for the City Council meeting of February 23, 2009, to provide for public comment regarding placement of a water ski course and jump on Lake Owasso for the 2009 season.

Prepared by: Captain Rick Mathwig
Attachment: A: Insurance certificate

David A Harris

Date: 2/23/09

Item: 12.a

Lake Owasso Water
Ski Course and Jump

See Item 11.a

REQUEST FOR COUNCIL ACTION

Date: February 23, 2009

Item No.: 12.b

Department Approval



City Manager Approval



Item Description: Approve an Agreement for Supplemental Law Enforcement Services on Lake Owasso

BACKGROUND

The Lake Owasso Task Force, in 1997, presented the City Council a series of recommendations regarding issues on Lake Owasso. The Council, as a result of the recommendations, approved:

- Ordinance regarding water surface use on Lake Owasso
- Joint Powers Agreement with the City of Shoreview, and
- Resolution adopting other recommendations including authorizing 36 additional hours of water patrol on Lake Owasso for the summer of 1997 at a cost of \$1,152.

The Council approved the additional hours in prior years of 1998 – 2008. Attached is an agreement with Ramsey County for 42 additional hours of water patrol on Lake Owasso during the weekends and holidays in the summer of 2009. These hours are in addition to the regularly scheduled county patrol.

The hourly rate has remained the same from 2006 through 2008, which was \$39.50 per hour. The rate for 2009 was raised to \$41.18 per hour, a five percent increase.

A representative from the Ramsey County Sheriff's Office will be in attendance to answer questions from the Council.

Representatives from the Lake Owasso Homeowner's Association have been invited to share their support for the supplemental law enforcement coverage of Lake Owasso.

PROPOSED ACTION

This agreement is within the policy direction of the City Council as set out in its *Collaboration and Cooperation Policy*.

30 FINANCIAL IMPACTS

31

32 The cost for the additional patrol is not to exceed \$1,742.16, which is included in the 2009 budget. It is
33 understood that payment for the 2009 services will be made upon a billing from the Sheriffs office, which
34 includes a log of actual time spent in accordance with this agreement.

35 STAFF RECOMMENDATION

36

37 It is recommended the Council approve an agreement for supplemental law enforcement services on Lake
38 Owasso.

39 REQUESTED COUNCIL ACTION

40

41 Motion approving an agreement with Ramsey County for supplemental law enforcement services on Lake
42 Owasso at a cost not to exceed \$1,742.16 to be funded from the 2009 Police Department Budget and further
43 authorizing the Mayor and City Manager to sign the said agreement upon final review of the City Attorney.

44

45

Prepared by: Captain Rick Mathwig

Attachments: A: Contract supplied by the Ramsey County Sheriff's Department

B: Summary of Ramsey County's activities on Roseville lakes in 2008

AGREEMENT
FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES

The COUNTY OF RAMSEY, hereinafter referred to as the "COUNTY" and the CITY OF ROSEVILLE, hereinafter referred to as the "CITY", enter into this Agreement for the period from May 1, 2009, through September 30, 2009.

WITNESSETH:

WHEREAS, pursuant to MINN. STAT. Chapter 86B, the Ramsey County Sheriff has the obligation to maintain a program of search, rescue, buoying or marking, patrol, removal of hazards to navigation, and inspection of watercraft relating to lake use ("Program Services"); and

WHEREAS, , the COUNTY and the CITY desire to enter into a joint powers agreement pursuant to MINN. STAT. §471.59, to have the Ramsey County Sheriff's Office provide Program Services on the surface and shorelines of Lake Owasso;

NOW, THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

1. The Ramsey County Sheriff shall provide Program Services, as well as enforcement of all applicable CITY ordinances relating to water safety and use (collectively, "Contract Services") to the CITY on the surface and shoreline of Lake Owasso to the extent and in the manner hereinafter set forth, in addition to the patrol and police services regularly provided.
2. The rendition of the Contract Services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the manner of performance of such service, the determination thereof made by the COUNTY shall be final and conclusive between the parties hereto.
3. The COUNTY agrees to provide trained uniformed deputies with proper equipment, identification, and communications on Lake Owasso during all hours that Contract Services are provided by the Ramsey County Sheriff under this Agreement.
4. The number of hours of Contract Services to be provided during the Term of this Agreement shall be as follows: Winter Patrol: zero (0) hours, Summer Patrol: forty two (42) hours. It is agreed that the schedule of days and hours of work shall be determined at the discretion of the Ramsey County Sheriff with emphasis being placed on weekends and holidays.
5. All Deputy Sheriffs, clerks, dispatchers and all other personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY

for all purposes. The supervision of said personnel shall remain under the control of the Ramsey County Sheriff or other appropriate County officials and employees.

6. Except as otherwise provided, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, tips, or other compensation to any COUNTY personnel performing Contract Services, and the COUNTY hereby assumes said liabilities.

7. Except as otherwise specified, the CITY shall not be liable for compensation or indemnity of any COUNTY employee for any injury or sickness arising out of their employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

8. The CITY, its officials, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or of any official or employee thereof, and the COUNTY shall hold the CITY, its officials, and employees harmless from, and shall defend them against, any claim for damages arising out of the COUNTY's performance of Contract Services under this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

9. The COUNTY, its officials, and employees shall not be deemed to assume any liability for intentional or negligent acts of the CITY or of any official or employee thereof, and the CITY shall hold the COUNTY, its officials, and employees harmless from, and shall defend them against, any claim for damages arising out of the CITY's performance under the terms of this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

10. The Ramsey County Sheriff's Office shall bill the CITY at the hourly rate of \$41.48 in reimbursement for the cost of providing Contract Services under this Agreement and such billings shall be submitted at the end of the patrol season. Total billings for the 2009 summer patrol coverage will not exceed \$1,742.16.

11. The CITY may increase the hours of coverage at the \$41.48 hourly rate by written amendment to this Agreement, signed by both parties.

12. It is understood that prosecutions for violations of ordinances or state statutes, together with the disposition of all fines collected pursuant thereto, shall be in accordance with state laws and local ordinances.

13. The Contract Services identified in this Agreement shall be in addition to existing water patrol coverage now provided by the Ramsey County Sheriff's Office.

14. Either party may terminate this Agreement upon 15 (fifteen) days written notice to the other party at any time during the term of this Agreement. Upon such termination, the Ramsey County Sheriff shall be paid for services actually rendered under this Agreement until the date of termination.

15. The Term of this Agreement will be May 1, 2009, through September 30, 2009.

16. Any alterations, variations, modifications, or waivers of provisions of this Agreement, shall only be made in the form of a written amendment to this Agreement, signed by authorized representatives of the COUNTY and the CITY.

IN WITNESS WHEREOF, the parties have signed this Agreement on the last date written below.

COUNTY OF RAMSEY

CITY OF ROSEVILLE

By: _____
Patrick O'Conner
Interim County Manager

By: _____
Print Name: _____
Its: _____

Date: _____

Date: _____

Approval Recommended:

Robert Fletcher
Ramsey County Sheriff

Approved as to form and insurance:

Karen Kushner
Asst. Ramsey County Attorney

Revenue Estimated \$ _____
Account No. _____

Budgeting & Accounting

Ramsey County Sheriff's Department
Water Patrol Unit

1411 Paul Kirkwold Dr., Arden Hills, MN 55112
(651) 266-7329

September 15, 2008

Roseville City Council
2660 Civic Center Drive
Roseville, MN 55113

Dear City Council Members:

This letter is to inform you that we have completed the summer 2008 contract for patrol services of Lake Owasso.

I previously sent you the statistics for the month of August and Labor Day weekend. I have also included the year-end totals that include the stats for the duration of the summer contract.

The 42 plus hours that were documented represent time on the water.

If you have any questions or if I may be of further assistance, please contact me at 651-266-7329.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Waldo', with a stylized flourish at the end.

Sgt. Tony Waldo
RCS Water Patrol

2115 RV
Totals 2008

Warnings

	Owasso	Josephine	McCarrons	Total	
Improper Boat Reg.	7	2		9	
Unsafe Operation	2			2	
Lifesaving Devices	5			5	
Speed	3		1	4	
Lights	1			1	
Operator's Permit/Age				0	
Fire Extinguisher(s)				0	
No Wake				0	
Riding on Gun Wale	2			2	
2 Lines in Water				0	
Too many in boat				0	
After Hours	1			1	
No Safety Placard			4	4	
No Watersurface Use				0	
No Fishing License	1			1	
No Observer	1			1	
Operating too close to Dam				0	
Noise	1			1	
Illegal Parking	1			1	
				32	Total

Citations

	Owasso	Josephine	McCarrons	Total	
Improper Boat Reg.		3	2	5	
Lifesaving Devices		1		1	
Speed				0	
No Wake				0	
Weapon in Park				0	
PWC After hours				0	
DAR				0	
Underage Consumption				0	
Vending w/out permit				0	
Angle w/out license				0	
Opera. In Restricted Area				0	
No Proof of Insurance				0	
No Front Plate				0	
Improper Vehicle Reg.		1		1	
Improper Trailer Reg.			1	1	
Illegal Parking	16	3	3	22	
Unsafe Operation				0	
Riding on Gun Wale				0	
No Fire Extinguisher				0	
Minor in Possession	1			1	
DAS				0	
No Lights				0	
Fishing in restr area				0	
No Operators Permit				0	
No Observer				0	
BWI	1			1	
				32	Total

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 2/23/09

Item No.: 12.c

Department Approval



City Manager Approval



Item Description: Walsh Lake Watershed Drainage Analysis and Discussion

BACKGROUND

On March 24, 2008, the City Council authorized a study of the storm water hydrology of the Walsh Lake subwatershed located in the neighborhood southeast of Midland Hills Golf Course ("Rosewood Neighborhood") due to neighborhood concerns about localized street flooding and damage to property. This area includes the following streets: Midland Hills Road, Draper Avenue, Rosedale Drive, Westwood Circle, Hythe Street, Skillman Avenue, North Rosewood Lane, and South Rosewood Lane.

An XP-SWMM model was created for this area. The XP-SWMM analysis allows us to evaluate the performance of the system during intense rain events. The model predicts the elevation of flooding within wetlands, low areas and intersections in this neighborhood. A separate model was executed for the 2, 5, 10 and 100-year storm events. The storm events are 2.8", 3.6", 4.2", and 6" of rain in a 24-hour period, and have annual return probabilities of 50%, 20%, 10%, and 1%, respectively.

The existing storm sewer system in the Rosewood neighborhood consists of a network of pipes that lead to a manhole at Draper Avenue and Midland Hills Road. From this manhole, the storm water runoff flows through a dual pipe system west to Walsh Lake. Our current design standard for storm sewer is a 10-year event. The existing storm sewer system was built in the 1970s. Additional build-out of the neighborhood, which included the filling of wetlands, resulted in an under-sized storm sewer system for today's conditions.

The following areas of concern were identified in the analysis:

- The intersection of Draper Avenue and Midland Hills Road
- The wetland located between 2235 and 2211 Rosewood Lane North ("Rosewood Pond").
- The side yard at 2241 Rosewood Lane South

This pipe configuration at Draper Avenue and Midland Hills Road creates a bottleneck on the system, which causes localized street flooding in 100, 10, and 5-year events. Rosewood Pond and the side yard at 2241 Rosewood Lane South were identified as flood prone in the 100- and 10- year events. The following table shows the results of the modeling for the flood prone areas.

	2241 Rosewood	Rosewood Pond
Low building elevation	937.60	940.30
100-Year High Water Elevation	939.57	941.42
10- Year High Water Elevation	937.48	940.35
Approximate additional storage needed to accommodate 100-Year event	0.75 ac-ft	1.1 ac-ft

31

32 The streets in this neighborhood are in good condition; upsizing the entire storm sewer system would
 33 not be a cost-effective manner in which to improve the drainage conditions, as it would require
 34 significant pavement removal and excavation. In addition to costs, upsizing the pipe would increase
 35 flow rates into Walsh Lake. Since the outlet of Walsh Lake is controlled by a lift station, increased flow
 36 to Walsh Lake could cause significant problems downstream.

37

38 Creating additional storage possibilities throughout the existing storm sewer system, such as wetland
 39 enhancement/pond excavation, and rain garden construction, can alleviate the stress on the existing
 40 system, reduce the threat of flooding, while also improving water quality. By creating additional storage
 41 to reduce the risk of flooding, it is anticipated that the street flooding will also be reduced. Creating
 42 upstream storage will reduce the amount of water that reaches the dual pipe, and the timing of the water
 43 reaching the dual pipe will also be more staggered, alleviating street flooding even further.

44

45 In order to create the additional storage recommended in the report, a final project needs to be designed.
 46 WSB has submitted a proposal for this additional work. The scope of the work includes:

- 47 • Additional study. The pond that was constructed as a part of the Midland Hills Condominium
 48 development, which may have additional capacity than is currently being used. Analysis would
 49 be completed to determine how much storm water could be redirected to the pond, and what
 50 improvements would be needed to do so.
- 51 • Final design. Rain garden and other storm water Best Management Practice (BMP) locations
 52 will be finalized, and designs prepared for each site. Final design will also include the expansion
 53 of Rosewood Pond and improvements to the Midland Hills Condominium Pond, as determined
 54 by the additional study. Since Rosewood Pond is a delineated wetland, approval will be required
 55 from the Rice Creek Watershed District and the DNR for any improvements or enhancements.
 56 WSB will work through the required permitting process with all agencies involved.
- 57 • Public participation. Neighborhood meetings and individual meetings will be held with rain
 58 garden recipients during the design process to discuss the appropriate design for each site.

59

60 This project involves modeling and wetland permitting, which require software and expertise that City
 61 staff does not have. Also, City staff is currently working on final design for construction projects
 62 estimated at approximately \$5 million for the 2009 construction season. As such, City staff does not
 63 have the capacity to complete final design for this project in 2009. Due to the nature of the project, and
 64 that homes have experienced flooding, staff recommends moving forward with this project at this time.
 65 Several neighborhood meetings have been held, and residents have indicated they are in favor of a
 66 project to improve drainage throughout their neighborhood.

67

68 Once final design is completed, staff will bring the project to the City Council for approval and request
 69 authorization to move forward into construction.

70

71

72 **POLICY OBJECTIVE**

73 In 2007, the Walsh Lake subwatershed was added as a problem area to the City's Comprehensive
74 Surface Water Management Plan (CSWMP.) One of the goals from the City's CSWMP is to provide
75 flood protection for all residents and structures as well as protect the integrity of conveyance channels
76 and storm water detention areas.

77 **FINANCIAL IMPACTS**

78 WSB has provided a proposal for additional study and final design in an amount not to exceed \$19,700.
79 This project would be paid for using Storm sewer infrastructure funds. Staff is working with the Rice
80 Creek Watershed District and Ramsey Conservation District on possible cost-sharing grants for this
81 project.

82 **STAFF RECOMMENDATION**

83 Engage WSB and Associates, Inc. to complete additional study and final design for the Walsh Lake
84 Subwatershed Drainage Improvements. They have completed the initial study, and are best suited to
85 continue this work.

86 **REQUESTED COUNCIL ACTION**

87 A motion to authorize staff to engage WSB and Associates, Inc. to complete additional study and final
88 design for the Walsh Lake Subwatershed Drainage Improvements.
89

Prepared by: Kristine Giga, Civil Engineer;
Attachments: A- WSB Memorandum



Infrastructure ■ Engineering ■ Planning ■ Construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763 541-4800
Fax: 763 541-1700

September 26, 2008

Ms. Deb Bloom, PE
City Engineer
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Re: Walsh Lake Watershed Drainage Analysis
WSB Project No. 1797-00

Dear Ms. Bloom:

This letter is to provide you with a summary of our findings with respect to the analysis of the Rosewood neighborhood drainage system.

1.) Project Assumptions

The storm water model was created based on the following assumptions:

1. All pond normal water elevations are equal to the outlet invert elevations.
2. A 30-acre drainage area for the neighborhood in Lauderdale and a 90-acre drainage area for the U of M golf course were assumed, based on an estimation of the subwatersheds provided in the City's 1990 Surface Water Management Plan.
3. Drainage from the U of M Golf Course flows through a 6-inch draitile system.
4. Drainage from the Lauderdale neighborhood flows through a 12-inch culvert.
5. The north and south portions of Walsh Lake are equalized by the connecting culvert.

In addition to the above assumptions, the storm water model was constructed based on record drawings, contour data, and aerial photography provided by the City.

2.) Project Findings

The Rosewood Pond and the side yard depression in subwatershed 17 have been identified to be flood prone during the 100-year and 10-year storm events. The following is a summary of our findings with regard to existing conditions in these areas:

	Side yard 17	Rosewood Pond
Low Building Elev.	937.60	940.30
100-Year High Water Elev.	939.57	941.42
10-Year High Water Elev.	937.48	940.35
Approx. Additional Storage Needed to Accommodate 100-Year Event	0.75 ac-ft	1.10 ac-ft

To provide 1-foot of freeboard to the low building elevation in the vicinity of the side yard in subwatershed 17 and Rosewood Pond, it is recommended that a minimum of 0.75 ac-ft and 1.10 ac-ft of additional live storage be added in these locations within the upstream watershed areas, respectively.

ACEC 2008 Firm of the Year

The attached tables provide total runoff volumes produced in each subwatershed during a given storm event. The data indicates that local street flooding occurs during the 100-, 10-, and 5-year storm events. The tables also indicated the overflow volumes which are produced during street flooding. It is anticipated that creating the additional identified storage in these areas will reduce the likelihood of flooding, ease the burden of the downstream system and, ultimately, the amount of discharge into Walsh Lake.

The storm sewer pipes which carry drainage throughout the Rosewood neighborhood all converge on one point near the middle of Midland Hills Road. This manhole junction is an uncommon design which receives flow from three separate pipes and discharges to two separate pipes. Due to the large quantities of drainage and upstream flood flows being directed to this low area, it acts as a bottleneck on the system.

The storm sewer system within the Rosewood neighborhood is also affected by the downstream system, which discharges into Walsh Lake. As a part of the modeling and analysis, the elevation of Walsh Lake was raised to an initial elevation of 930 to simulate back-to-back storms. This procedure did not result in increased flooding to the neighborhood. Therefore, the flooding in the Rosewood neighborhood is not impacted by the tailwater conditions of Walsh Lake. The storm sewer west of the Rosewood neighborhood, which consists of two parallel pipes connecting the junction in subwatershed 7 to Walsh Lake, was observed to be at full capacity in most storm events. Both the 36-inch and 18-inch pipes are at full capacity during the 100-, 10-, and 5-year storm events.

The construction of rain gardens receiving runoff from the street, side and backyard areas may provide the additional storage volume needed in the neighborhood to reduce the likelihood for flooding. The following list and attached figure illustrate those properties within the neighborhood that have expressed interest in working with the City to construct a rain garden on their property. A visual field survey was conducted identifying the feasibility of each location. The results of this visual survey are listed below and presented in Figure 1.

Address	Feasibility Rating	Potential Rain Garden Volume (cu ft)
2155 Draper Ave	Good Location	1,635
2175 Draper Ave	Fair Location	1,635
1954 Hythe St	Good Location	1,200
1955 Hythe St	Good Location	2,520
1944 Midland Hills Rd	Good Location	1,200
1952 Midland Hills Rd	Good Location	1,170
1960 Midland Hills Rd	Good Location	1,200
1961 Midland Hills Rd	Fair Location	1,275
1974 Midland Hills Rd	Fair Location	1,965
2139 N Rosewood Ln	Good Location	1,125
2142 N Rosewood Ln	Fair Location	2,100
2152 N Rosewood Ln	Good Location	1,560
2177 N Rosewood Ln	Fair Location	1,650
2192 N Rosewood Ln	Fair Location	1,590
2200 N Rosewood Ln	Fair Location	1,575
2201 N Rosewood Ln	Fair Location	*Pond Improvements
2211 N Rosewood Ln	Fair Location	*Pond Improvements
2183 Roselawn Ave	Excellent Location	2,250
2191 Roselawn Ave	Excellent Location	2,250
2241 Roselawn Ave	Excellent Location	*Existing 600 sq ft rain garden
2096 S Rosewood Ln	Fair Location	1,395
2097 S Rosewood Ln	Excellent Location	1,650
2126 S Rosewood Ln	Fair Location	1,920
2191 S Rosewood Ln	Good Location	1,500
2241 S Rosewood Ln	Excellent Location	1,600
1937 Westwood Cir	Good Location	950
1947 Westwood Cir	Excellent Location	800
TOTAL		37,715

3.) Project Options

The options evaluated as part of our analysis include the following:

Option #1: Storm Sewer Improvements:

The first option for reducing flooding in the Rosewood neighborhood area is to increase the storm sewer system conveyance capacity to Walsh Lake. This would require upsizing the 18-inch pipe, which is part of the parallel pipe system carrying drainage to Walsh Lake, to a 60-inch pipe. Other improvements would include pipe modifications to lower the normal water level of Rosewood Pond and the depression in subwatershed 17 to eliminate flooding of nearby homes. These improvements may be completed at a cost of \$700,000 to \$800,000.

In addition to capital costs incurred by this project, permits may be required from RCWD, MDNR and US Army Corps of Engineers. This option will increase flow rates into Walsh Lake from the Rosewood neighborhood, which may result in increasing the flood elevation adjacent to Walsh Lake. These concerns are such that additional study and coordination with the reviewing agencies would be necessary to ensure feasibility of this option. For this reason, we are not confident that the required permits would be granted from these agencies.

Option #2: Increase Storage and Infiltration:

The second option for reducing flooding is to increase storage and infiltration in and around the Rosewood neighborhood. This option is composed of two parts. The first part involves the cooperation of local residents who have shown interest in maintaining rain gardens on their properties. The second part involves improvements to Rosewood Pond to increase the storage capacity.

The approach to retain storm water runoff through rain gardens has the potential to significantly reduce the risk of house flooding. Street flooding will still occur, but less frequently and at shallower depths. An estimated storage volume for each property is shown in the above table based on a 1-foot depth, 20-foot width, and a length approximately 75% of the parcel frontage length. A cost based on square footage has also been estimated for each rain garden. We estimate the cost for individual rain gardens will range from \$5,400 to \$7,100. The cost for the expansion of the pond in subwatershed 23 is estimated to be \$40,000 to \$70,000.

The total cost to increase storage and infiltration is estimated to be \$190,000 to \$280,000.

If you have any questions or concerns, please feel free to contact me at 763-287-7182. Thank you.

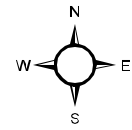
Sincerely,

WSB & Associates, Inc.



Todd E. Hubmer, PE

City of Roseville Walsh Lake Watershed Drainage Analysis Figure 1



0 100 200 400 Feet

Legend

- Subwatersheds
- Feasibility of Raingardens
 - Excellent Location
 - Good Location
 - Fair Location
 - Limited Benefit
- Storm Sewer
 - Other Values
 - 12 inch
 - 18 inch
 - 30 inch
 - 15 inch
 - 21 inch
 - 22 inch
 - 24 inch
 - 27 inch
 - 33 inch
 - 36 inch
 - 42 inch



**Walsh Lake Watershed
Drainage Analysis
City of Roseville**

Flooding Overflow Volumes					
Subwatershed From To		100 Year Event Volume (acre-ft)	10 Year Event Volume (acre-ft)	5 Year Event Volume (acre-ft)	2 Year Event Volume (acre-ft)
7	28	1.15	0.00	0.00	0.00
8	7	5.12	0.38	0.00	0.00
11	7	4.91	0.39	0.00	0.00
17	11	-0.08	0.00	0.00	0.00
18	11	3.07	0.19	0.00	0.00
21	18	2.90	0.49	0.01	0.00
24	21	1.16	0.24	0.03	0.00
30	24	0.71	0.10	0.00	0.00
33	30	0.86	0.24	0.03	0.00
35	33	0.68	0.24	0.10	0.00
44	8	5.55	1.05	0.16	0.00
45	44	0.50	0.20	0.10	0.00
51	48A	0.69	0.00	0.00	0.00
53	48A	1.03	0.12	0.00	0.00
58	51	1.26	0.00	0.00	0.00
61	51	0.88	0.23	0.00	0.00
62	58	1.28	0.07	0.00	0.00
63	58	0.00	0.00	0.00	0.00
66	63	0.44	0.10	0.01	0.00
71	69	0.26	0.00	0.00	0.00
74	71	0.23	0.01	0.00	0.00
48A	44	2.52	0.31	0.05	0.00
7B	7	0.18	0.03	0.00	0.00

**Walsh Lake Watershed
Drainage Analysis
City of Roseville**

Depth of Local Flooding 2 Year Storm Event				
Subwatershed/Node	Total Runoff Volume (ac-ft)	Rim or Overflow Elev.	Highest Water Elev.	Depth of Flooding (ft)
1	0.10	933.97	927.36	N/A
4		939.80	928.82	N/A
7	0.03	935.20	932.62	N/A
8	0.04	937.90	933.55	N/A
11	0.24	937.40	933.81	N/A
17*	0.09	938.00	935.62	N/A
18	0.07	939.20	934.96	N/A
21	0.05	940.00	936.59	N/A
23*	0.61	941.50	938.90	N/A
24	0.18	945.00	939.63	N/A
28*	0.27	936.00	932.06	N/A
30	0.06	961.75	955.25	N/A
31	0.12	936.50	928.98	N/A
32*	0.30	936.00	929.56	N/A
33	0.13	963.14	958.65	N/A
35	0.28	965.50	963.57	N/A
44	0.14	937.90	935.52	N/A
45	0.13	936.99	936.08	N/A
51	0.08	953.50	947.57	N/A
53	0.14	951.40	949.15	N/A
58	0.04	965.80	958.92	N/A
61	0.10	964.50	962.14	N/A
62	0.40	965.00	961.86	N/A
63	0.06	973.00	968.15	N/A
66	0.10	971.61	969.06	N/A
67	0.07	980.00	975.19	N/A
69*	0.26	980.00	977.71	N/A
71	0.23	983.00	980.00	N/A
74	0.18	986.30	982.47	N/A
84*	0.24	963.00	961.78	N/A
101*	0.09	935.00	929.04	N/A
104		935.50	929.08	N/A
105	0.05	935.00	930.41	N/A
103A		936.75	928.93	N/A
2A		932.20	927.82	N/A
3A		931.97	928.42	N/A
48A	0.05	943.90	939.56	N/A
7B	0.05	936.60	932.49	N/A
DT-1	0.13	948.00	943.91	N/A
DT-2*	0.17	965.00	963.68	N/A
Unknown-1*	0.11	980.00	977.32	N/A
Walsh Lake	1.62	934.00	926.16	N/A

 =Indicates a hydraulic intersection, not a subwatershed. Does not produce runoff.
 * =Indicates a pond or basin

**Walsh Lake Watershed
Drainage Analysis
City of Roseville**

Depth of Local Flooding 5 Year Storm Event				
Subwatershed/Node	Total Runoff Volume (ac-ft)	Rim or Overflow Elev.	Highest Water Elev.	Depth of Flooding (ft)
1	0.21	933.97	928.35	N/A
4		939.80	931.27	N/A
7	0.09	935.20	934.59	N/A
8	0.11	937.90	936.86	N/A
11	0.66	937.40	936.29	N/A
17*	0.25	938.00	936.36	N/A
18	0.21	939.20	938.07	N/A
21	0.13	940.00	940.07	0.07
23*	1.74	941.50	939.72	N/A
24	0.48	945.00	945.10	0.10
28*	0.72	936.00	932.30	N/A
30	0.16	961.75	960.70	N/A
31	0.31	936.50	931.24	N/A
32*	0.78	936.00	930.06	N/A
33	0.35	963.14	963.27	0.13
35	0.76	965.50	965.68	0.18
44	0.37	937.90	938.17	0.27
45	0.34	936.99	938.18	1.19
51	0.21	953.50	950.73	N/A
53	0.38	951.40	951.39	N/A
58	0.11	965.80	964.13	N/A
61	0.28	964.50	964.58	0.08
62	1.22	965.00	964.77	N/A
63	0.17	973.00	971.37	N/A
66	0.27	971.61	971.67	0.06
67	0.13	980.00	975.63	N/A
69*	0.64	980.00	977.84	N/A
71	0.62	983.00	981.27	N/A
74	0.50	986.30	984.72	N/A
84*	0.14	963.00	962.01	N/A
101*	0.25	935.00	930.85	N/A
104		935.50	930.91	N/A
105	0.11	935.00	931.44	N/A
103A		936.75	931.28	N/A
2A		932.20	928.65	N/A
3A		931.97	929.29	N/A
48A	0.13	943.90	944.01	0.11
7B	0.14	936.60	934.70	N/A
DT-1	0.40	948.00	944.37	N/A
DT-2*	0.45	965.00	963.81	N/A
Unknown-1*	0.30	980.00	977.54	N/A
Walsh Lake	3.92	934.00	926.88	N/A

 =Indicates a hydraulic intersection, not a subwatershed. Does not produce runoff.
 * =Indicates a pond or basin

**Walsh Lake Watershed
Drainage Analysis
City of Roseville**

Depth of Local Flooding 10 Year Storm Event				
Subwatershed/Node	Total Runoff Volume (ac-ft)	Rim or Overflow Elev.	Highest Water Elev.	Depth of Flooding (ft)
1	0.26	933.97	929.03	N/A
4		939.80	932.63	N/A
7	0.12	935.20	937.24	2.04
8	0.15	937.90	938.26	0.36
11	0.91	937.40	937.76	0.36
17*	0.34	938.00	937.49	N/A
18	0.29	939.20	939.46	0.26
21	0.17	940.00	940.36	0.36
23*	2.44	941.50	940.35	N/A
24	0.66	945.00	945.32	0.32
28*	0.99	936.00	932.68	N/A
30	0.22	961.75	961.97	0.22
31	0.42	936.50	932.52	N/A
32*	1.06	936.00	930.47	N/A
33	0.48	963.14	963.45	0.31
35	1.04	965.50	965.75	0.25
44	0.51	937.90	938.46	0.56
45	0.46	936.99	938.47	1.48
51	0.29	953.50	951.62	N/A
53	0.52	951.40	951.59	0.19
58	0.15	965.80	965.22	N/A
61	0.39	964.50	964.72	0.22
62	1.75	965.00	966.11	1.11
63	0.23	973.00	971.81	N/A
66	0.38	971.61	971.76	0.15
67	0.17	980.00	976.80	N/A
69*	0.86	980.00	977.96	N/A
71	0.85	983.00	982.60	N/A
74	0.69	986.30	986.36	0.06
84*	0.92	963.00	962.30	N/A
101*	0.34	935.00	931.96	N/A
104		935.50	932.06	N/A
105	0.14	935.00	932.58	N/A
103A		936.75	932.57	N/A
2A		932.20	929.46	N/A
3A		931.97	930.30	N/A
48A	0.18	943.90	944.17	0.27
7B	0.20	936.60	937.24	0.64
DT-1	0.57	948.00	944.74	N/A
DT-2*	0.61	965.00	963.96	N/A
Unknown-1*	0.42	980.00	977.84	N/A
Walsh Lake	5.27	934.00	927.39	N/A

 =Indicates a hydraulic intersection, not a subwatershed. Does not produce runoff.
 * =Indicates a pond or basin

Walsh Lake Watershed Drainage Analysis City of Roseville

Depth of Local Flooding 100 Year Storm Event				
Subwatershed/Node	Total Runoff Volume (ac-ft)	Rim or Overflow Elev.	Highest Water Elev.	Depth of Flooding (ft)
1	0.43	933.97	929.82	N/A
4		939.80	934.07	N/A
7	0.23	935.20	939.54	4.34
8	0.27	937.90	939.60	1.70
11	1.68	937.40	939.57	2.17
17*	0.63	938.00	939.57	1.57
18	0.56	939.20	939.95	0.75
21	0.31	940.00	940.75	0.75
23*	4.71	941.50	941.43	N/A
24	1.21	945.00	945.67	0.67
28*	1.78	936.00	935.15	N/A
30	0.39	961.75	962.26	0.51
31	0.76	936.50	934.24	N/A
32*	1.90	936.00	931.63	N/A
33	0.87	963.14	963.67	0.53
35	1.90	965.50	965.93	0.42
44	0.95	937.90	939.66	1.76
45	0.84	936.99	939.66	2.67
51	0.54	953.50	953.99	0.49
53	0.96	951.40	951.80	0.40
58	0.28	965.80	966.37	0.57
61	0.72	964.50	964.84	0.34
62	3.46	965.00	966.55	1.55
63	0.41	973.00	973.01	0.01
66	0.69	971.61	971.89	0.28
67	0.26	980.00	978.00	N/A
69*	1.50	980.00	978.45	N/A
71	1.58	983.00	983.31	0.31
74	1.29	986.30	986.54	0.24
84*	1.72	963.00	963.03	0.03
101*	0.66	935.00	934.34	N/A
104		935.50	934.31	N/A
105	0.23	935.00	934.47	N/A
103A		936.75	934.22	N/A
2A		932.20	930.29	N/A
3A		931.97	931.23	N/A
48A	0.32	943.90	944.63	0.73
7B	0.38	936.60	939.54	2.94
DT-1	1.13	948.00	945.64	N/A
DT-2*	1.13	965.00	964.43	N/A
Unknown-1*	0.80	980.00	978.86	N/A
Walsh Lake	9.45	934.00	928.51	N/A



=Indicates a hydraulic intersection, not a subwatershed. Does not produce runoff.

* =Indicates a pond or basin

REQUEST FOR COUNCIL ACTION

DATE: 2/23/2009
ITEM NO: 12.d

Department Approval



City Manager Approval



Item Description: Request by Ramsey County Library and property owner FJR & RJR Investments, LLC for approval of the proposed **Interim Use** of the office/warehouse facility at 2680 Arthur Street for library purposes while the existing library is under construction (**PF09-004**).

1.0 REQUESTED ACTION

The Ramsey County Library seeks approval of an INTERIM USE so they can continue to provide limited library services in an office/warehouse building at 2680 Arthur Street while the permanent library facility is being renovated according to a Planned Unit Development that has received General Concept PUD approval. Ramsey County wants to be sure that the temporary location is acceptable before seeking final approval of the PUD and beginning construction.

Project Review History

- Application submitted: January 9, 2009; Determined complete: January 22, 2009
- Sixty-day review deadline: March 10, 2009
- Project report recommendation: February 4, 2009
- Planning Commission recommendation (7-0 to approve): February 4, 2009
- Anticipated City Council action: February 23, 2009

2.0 SUMMARY OF RECOMMENDATION

The Planning Division concurs with the Planning Commission recommendation to approve the proposed INTERIM USE; see Section 8 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

By resolution, approve the proposed INTERIM USE, pursuant to §1005 (Business Districts) and §1013 (Interim Uses) of the City Code; see Section 9 of this report for the detailed action.

22 **4.0 BACKGROUND**

23 4.1 The property at 2680 Arthur Street has a Comprehensive Plan designation of Business
24 Park (BP) and a zoning classification of Retail Office Service District (B-4).

25 4.2 This INTERIM USE request has been prompted by the applicant's desire to establish a
26 temporary and limited library facility in a location where the zoning does not permit
27 libraries. Although the Library has not yet applied for approval of the Final PUD for the
28 expansion of its permanent facility, the intended timeline between the anticipated interim
29 use approval and the start of construction at the permanent facility does not leave much
30 time for transferring the media collection to the proposed temporary facility. Concurrent
31 with this application, Ramsey County Library has applied for the building permits needed
32 to make the interior modifications for the temporary facility and, as long as the applicant
33 is willing to accept the risk that the interim use could be denied, Community
34 Development staff will issue the building permit as soon as the tenant improvement plans
35 have been approved.

36 4.3 Such applications were formerly referred to as Interim Use *Permits*, but the word
37 "permit" is being eliminated in an effort to sharpen the distinction between land use
38 approvals and building permits. Although this represents a change in terminology, the
39 nature of interim use approvals will remain the same because they never actually
40 involved permits *per se*.

41 **5.0 INTERIM USE APPLICATIONS**

42 Section 1012.09 (Interim Uses) of the City Code establishes the regulations pertaining to
43 INTERIM USES.

44 5.1 Section 1012.09A states: *The City Council may authorize an interim use of property.*
45 *Interim uses may not be consistent with the land uses designated on the adopted Land*
46 *Use Plan. They may also fail to meet all of the zoning standards established for the*
47 *district within which it is located.*

48 5.2 Section 1012.09B states: *The City Council may attach conditions to Interim Use Permits*
49 *[sic]. In reviewing [such] applications, the City will establish a specific date or event*
50 *that will terminate the use on the property. The Council will also determine that the*
51 *approval of the interim use would not result in adverse effects on the public health,*
52 *safety, and general welfare, and that it will not impose additional costs on the public if it*
53 *is necessary for the public to take the property in the future.*

54 **6.0 STAFF COMMENTS**

55 6.1 Section 1005.015 (Business District Uses) of the zoning regulations prohibits public uses
56 (e.g., libraries) in B-4 districts, which are intended to facilitate relatively high intensity,
57 regional commerce. The primary goal of the proposed INTERIM USE is to continue
58 providing limited library services while the existing Ramsey County Library facility is
59 being expanded as proposed in the Library's PUD application; Ramsey County is still in
60 the process of applying for Final PUD approval.

61 6.2 A building permit is required for various improvements to make the office/warehouse
62 space suitable for the Library's needs, and although special approvals are being sought to
63 allow this temporary use, any building modifications must meet the requirements of the
64 building code.

- 65 6.3 The only potential points of concern identified by Community Development staff were
66 the adequacy of parking and the location of a trash container.
- 67 **a.** It appears that modifications to the interior space will preclude storage of a trash
68 container within the building as required by the zoning ordinance. While not consistent
69 with zoning requirements, Planning Division staff believes that a trash container may be
70 located in the rear of the building (i.e., the east side) for the duration of the temporary use
71 without having a significant impact on the adjoining properties.
- 72 **b.** As for parking, §1018 (Parking Requirements) of the City Code requires libraries
73 to provide 4.1 spaces per 1,000 square feet. Ramsey County Library has been given
74 permission to utilize some parking spaces in the Twin Lakes Medical Center parking lot,
75 giving the proposed temporary facility a total of almost 5 spaces per 1,000 square feet;
76 Planning Division believes this level of parking will be adequate, especially since the
77 library will not have community meeting space available, which is a major traffic
78 generator at the permanent facility.
- 79 6.4 An open house meeting as required for INTERIM USE applications was held on January 21,
80 2009; a summary of the meeting is included with this staff report as Attachment F.
81 Nobody attended the open house and nobody has contacted City staff about the proposal.
- 82 6.5 Part of the applicant's request involves signage. Signs on the building identifying the
83 library and other directional signage on the site are permitted by the City Code and can
84 be accommodated with a typical sign permit application. A freestanding sign not
85 exceeding 100 square feet would also be allowed; because of the space constraints along
86 the County Road C right-of-way, however, Planning Division staff recommends
87 installing a freestanding sign just outside of the southwestern corner of the parking area
88 (as illustrated in Attachment G) which could be accommodated in the overall sign permit
89 as no special approvals would be required.
- 90 6.6 A drop box for book returns, the subject of the proposed directional signage on the
91 property, is also proposed for the rear of the building. Planning Division staff is
92 supportive of such a drop box and would like to continue working with the Library to
93 determine the most suitable location since trash and recycling containers will also be
94 behind the building.
- 95 6.7 Sale of coffee and prepackaged food is identified in the application as a desired
96 component of the INTERIM USE, perhaps a limited version (i.e., no drive-through, no
97 coffee roasting, less beverage-making capacity, etc.) of the Dunn Brothers café in place
98 at the permanent location. Planning Division staff doesn't have any concerns about this
99 part of the proposal.
- 100 6.8 Some INTERIM USE requests represent uses with potentially significant impacts to be
101 mitigated through conditions of approval and/or very limited timelines. Since this request
102 does not present those same issues or concerns, staff recommends approving the INTERIM
103 USE through 2010; this is longer than the requested 13 months, but the extra time should
104 help to mitigate potential construction delays at the permanent site.

105 **7.0 PUBLIC HEARING**

106 7.1 The duly-noticed public hearing for this application was held by the Planning
107 Commission on February 4, 2009. One person in attendance expressed some concern
108 about the uncontrolled turning movements between County Road C and Arthur Street;
109 City staff responded by indicating that the intersection is adequate to handle the
110 anticipated traffic of the existing uses as well as the proposed interim library use.

111 7.2 After closing the public hearing, the Planning Commission had further discussion about
112 the adequacy of parking on or near the property before voting unanimously (7-0) to
113 approve the proposed interim use with the conditions identified in Section 8 of this staff
114 report. Draft minutes of the public hearing are included with this report as Attachment I.

115 **8.0 RECOMMENDATION**

116 Based on the comments and findings outlined in Sections 5-7 of this report, the Planning
117 Division recommends approval of the proposed INTERIM USE to allow the temporary
118 library facility at 2680 Arthur Street, pursuant to §1012.09 (Interim Uses) of the
119 Roseville City Code subject to the following conditions:

- 120 a. The applicant shall provide a signed parking agreement securing the use of 20
121 additional parking spaces near the subject property;
- 122 b. The applicant shall work with staff to resolve any problems related to the
123 unenclosed trash and recycling containers as they arise;
- 124 c. The applicant shall work with staff to determine a suitable location for a return
125 book drop box; and
- 126 d. The INTERIM USE shall be discontinued at the end of December 31, 2010. Any
127 continuation of the use beyond this date shall only be allowed pursuant to the
128 approval of a new application.

129 **9.0 SUGGESTED ACTION**

130 **Adopt a resolution approving the proposed INTERIM USE** of the existing building at
131 2680 Arthur Street as a temporary library facility, based on the comments and findings of
132 Sections 5-7, and the conditions of Section 8 of the project report dated February 23,
133 2009.

Prepared by: Associate Planner Bryan Lloyd

Attachments:

A: Area map

B: Aerial photo

C: Narrative

D: Site plan with parking

E: Floor plan

F: Open house summary

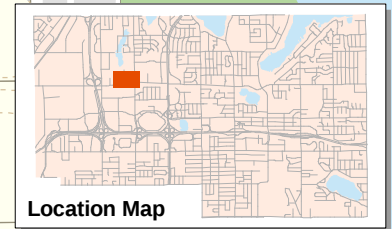
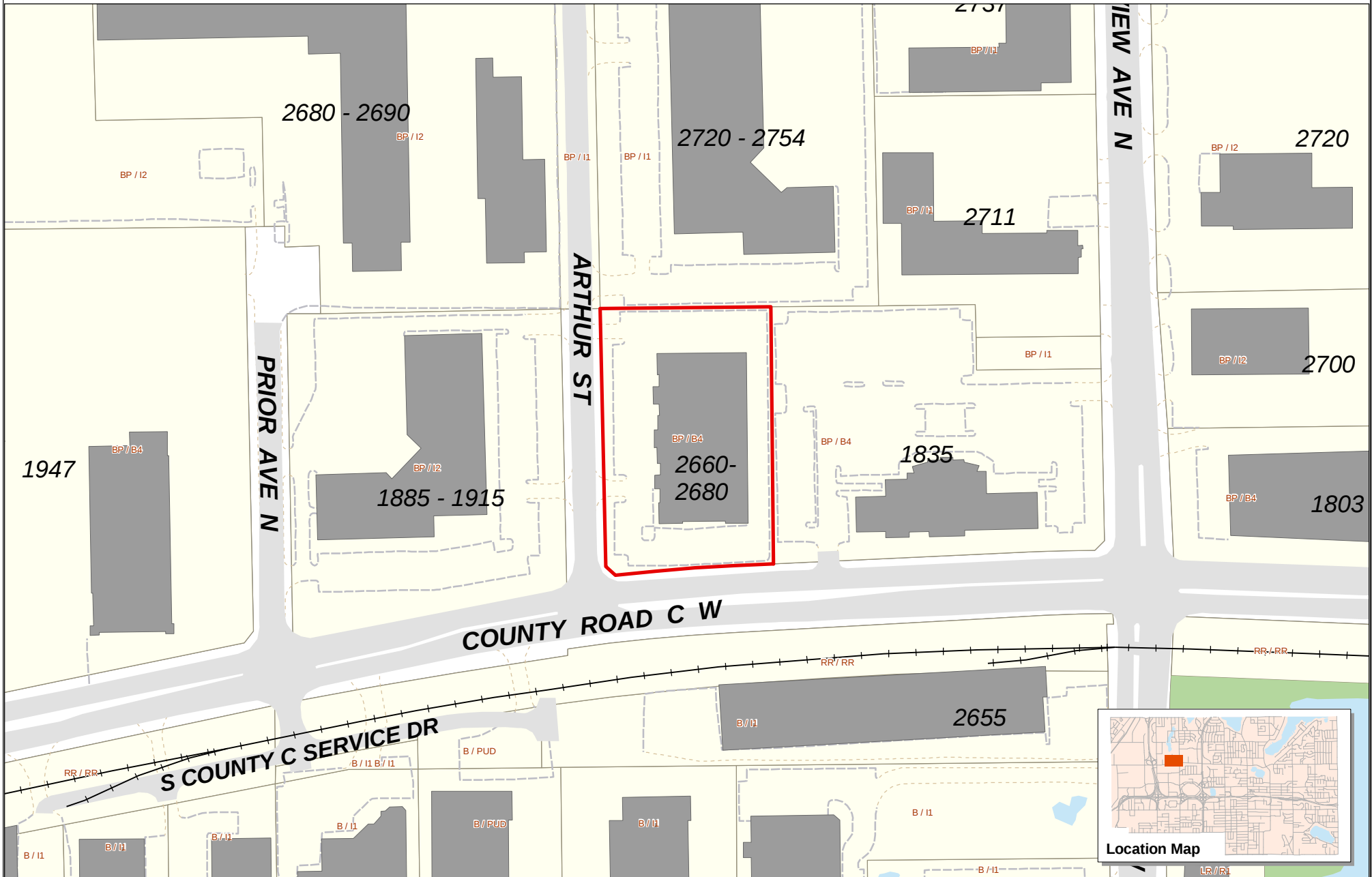
G: Sign Illustration

H: Planning Commission minutes

I: Parking agreement

J: Draft resolution

Attachment A: Location Map for Planning File 09-004



Prepared by:
Community Development Department
Printed: January 20, 2009



Site Location

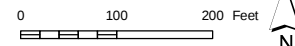
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (1/6/2009)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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



mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 09-004



Prepared by:
Community Development Department
Printed: January 20, 2009



Site Location

Data Sources

* Ramsey County GIS Base Map (1/6/2009)

* Aerial Data: Pictometry (4/2008)

For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7065. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2009), 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 50 100 Feet



Roseville Library Interim Use Permit Application

7. Additional Information

- a. Legal Description Lot 2, Block 1, Twin Lakes Center
PIN 04.29.23.34.0032
- b. Proposed Plans
Included are diagrammatic drawings showing proposed interior wall demolition and a sketch layout of the Library furniture and shelving. An 1/8" scale drawing of the existing plan is available. Also included is a site plan indicating parking spaces. No site drainage, landscaping or exterior building elevation changes are contemplated.
- c. Open House Summary
An open house has not been held. Please advise if one is required.
- d. Consultant Fees
Not applicable
- e. Narrative
Ramsey County is in the process of planning an expansion to the Roseville Library at 2180 Hamline Ave. The extent of the construction will require that all library services be discontinued and all contents be removed from the building. The closing is expected to last approximately 15 months beginning approximately March 31, 2009. On May 21, 2008, the Ramsey County Library Board considered the option of completely discontinuing Library services during the construction or providing limited services at another location. They chose to provide the limited services. In support of that decision, the Roseville City Council, at their September 22, 2008 meeting, adopted a resolution encouraging the Library's continued operation within the City limits during the construction process. At the direction of the Library Board, the Library staff reviewed a number of locations for the interim services and recommended the Twin Lakes Corporate Center III, 2680 Arthur Street in Roseville as the first choice. The size and quality of the space, the easy access and the proximity to the Rosedale Shopping Center all favored that choice. Further, they felt the quiet operation of the Library would be compatible with the office/light industrial character of the area and the existing road system would easily accommodate the traffic generated by the Library. At the December 10, 2008 Library Board meeting, the general terms of a lease for the Twin Lakes Corporate Center space were approved by the Board and staff were directed to execute the lease. That action was ratified by the Ramsey County Board of Commissioners at the December 16, 2008 Board meeting. The lease is for 15 months commencing April 1, 2009.

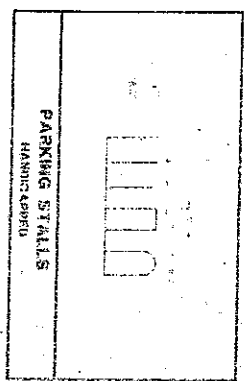
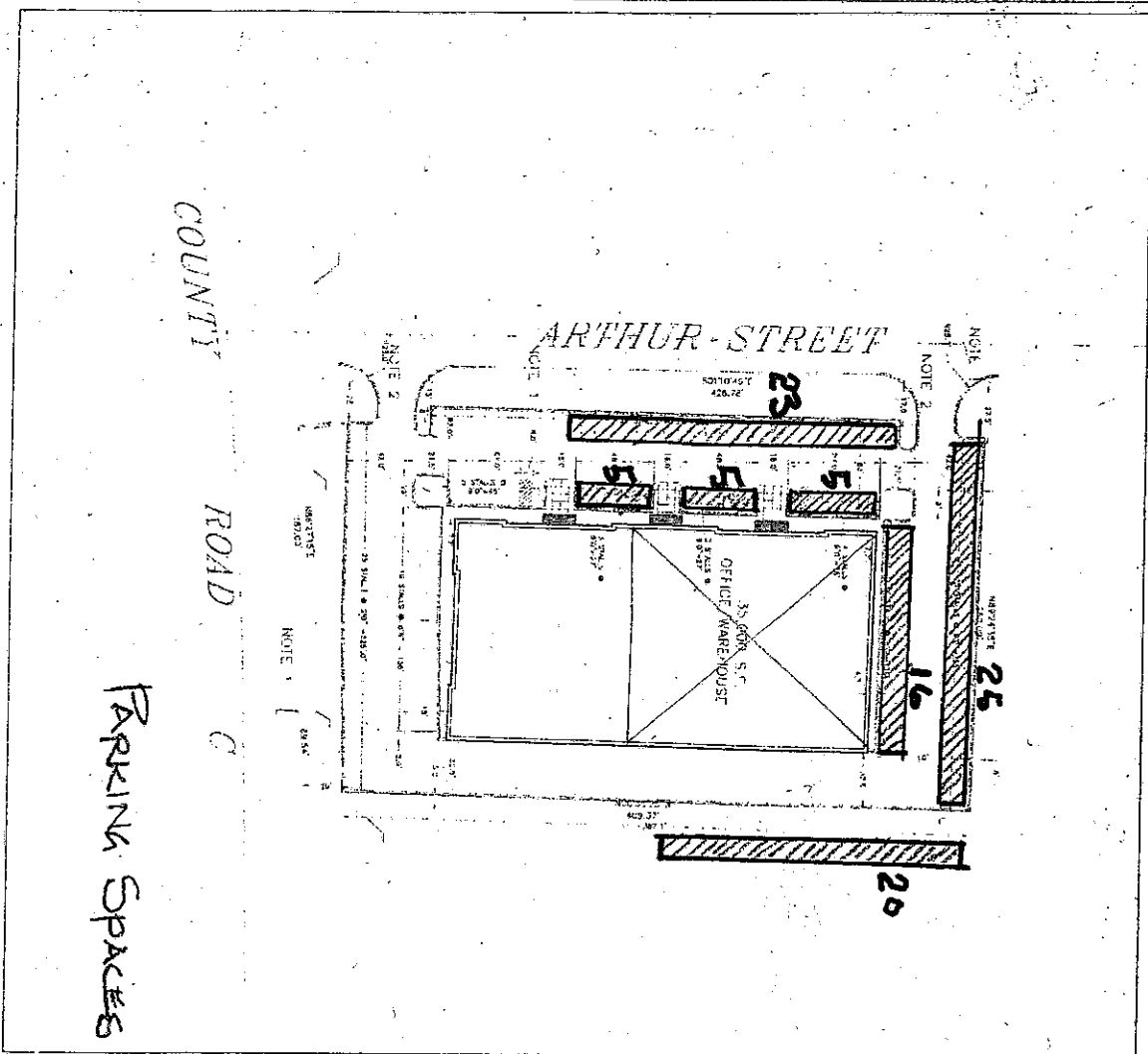
Library Operation

The 20,285 square foot leased space is approximately half the size of the present Library. Only the shelving, books and other equipment needed to function in the leased space will be brought to the site. The remainder of the library contents will be stored at another County facility for the duration of the construction. The Library hopes to provide up to 75% of the present services for about 12-13 months. The services will be available seven days a week, from 10:00 in the morning to 9:00 in the evening Monday through Thursdays, with shorter weekend hours. The proposed space is well suited for the purpose intended with only minor alterations required on the interior to allow for an efficient operation. No changes to the exterior are proposed other than signage over the entrance and on the entry door. The space is well maintained, air conditioned, well lit, handicapped accessible including restrooms and has the necessary fire safety equipment. Recyclables and trash will be stored at the rear of the building in appropriate containers. The location has excellent road access and the Library will have approx 80 on-site parking spaces available plus 20 additional spaces for staff in an adjacent lot plus there is on-street parking. The Library will install a return book drop box at the rear of the building and provide directional signage to that box.

Requests

The Library requests the following be included in the IUP conditions:

1. Permit the Library use as described in the narrative.
2. Permit the installation of a 4'x 8' sign on the County Road C Boulevard to identify the library location.
3. Permit the installation of a return drop box at the rear of the building including 18" x 24" directional signs.
4. Permit recycle and trash containers to be stored outside at the rear of the building.
5. Permit the sale coffee and prepackaged food on a limited basis.



NOTE 1: REMOVE EXISTING DRIVEWAY
NOTE 2: CONVERSION FROM DRIVEWAY TO PARKING SPACES
NOTE 3: REMOVE EXISTING DRIVEWAY

DATE: 10/10/2010
TIME: 10:00 AM
PROJECT: TWIN LAKES DEVELOPMENT
SHEET: 10 OF 10
DRAWN BY: J. L. L. L.
CHECKED BY: J. L. L. L.
APPROVED BY: J. L. L. L.
DATE: 10/10/2010
TIME: 10:00 AM
PROJECT: TWIN LAKES DEVELOPMENT
SHEET: 10 OF 10
DRAWN BY: J. L. L. L.
CHECKED BY: J. L. L. L.
APPROVED BY: J. L. L. L.

SCALE: 1" = 30'
DATE: 10/10/2010
TIME: 10:00 AM
PROJECT: TWIN LAKES DEVELOPMENT
SHEET: 10 OF 10
DRAWN BY: J. L. L. L.
CHECKED BY: J. L. L. L.
APPROVED BY: J. L. L. L.

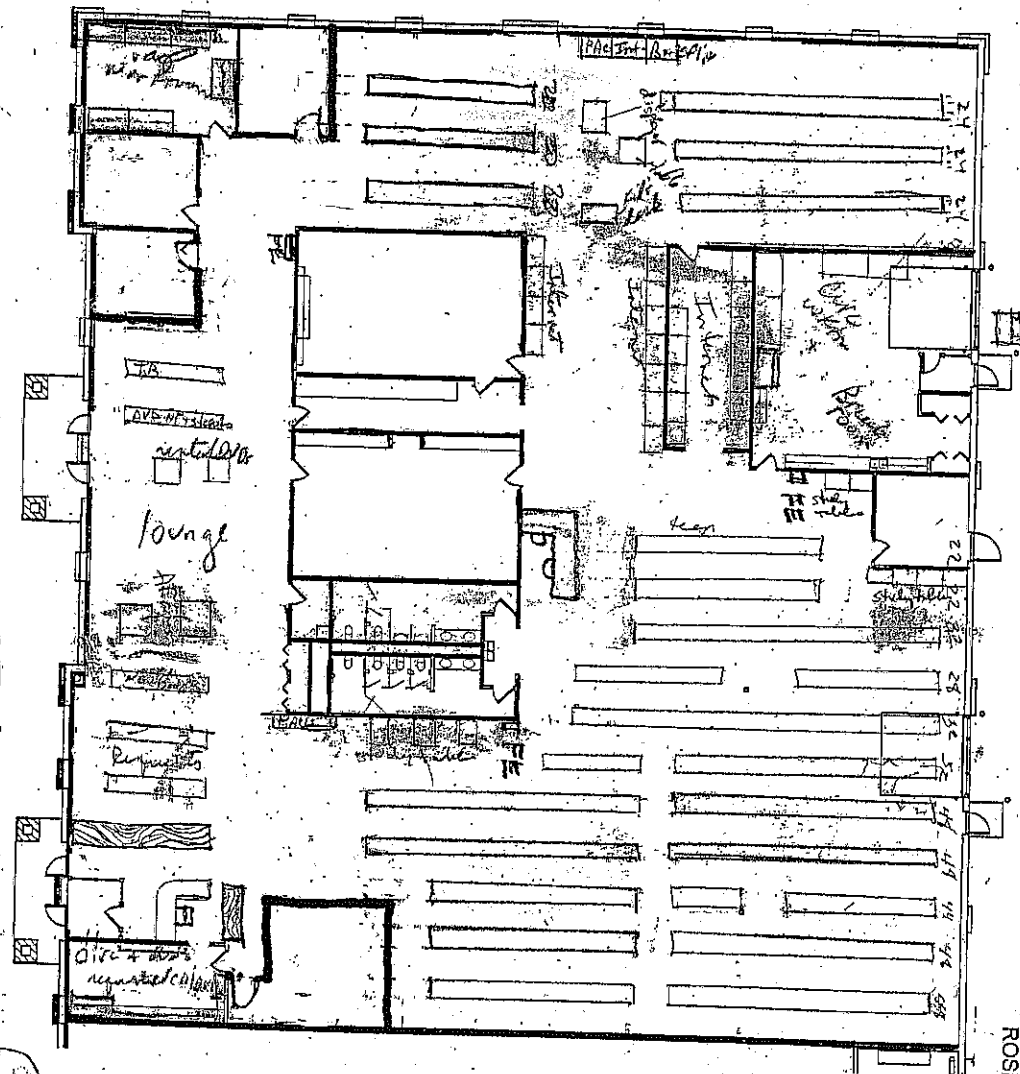
Ryan Companies

RYAN
DESIGN
BUILDERS

RLK
CONSULTING

10100 10th Avenue, Suite 100
Twin Lakes, WI 53181
TEL: 262-771-1111
FAX: 262-771-1112

TWIN LAKES DEVELOPMENT
PHASE 2
SHEET 10 OF 10
DATE: 10/10/2010
TIME: 10:00 AM
PROJECT: TWIN LAKES DEVELOPMENT
SHEET: 10 OF 10
DRAWN BY: J. L. L. L.
CHECKED BY: J. L. L. L.
APPROVED BY: J. L. L. L.



TWIN LAKES III

2676 ARTHUR STREET
ROSEVILLE, MN

Conceptual Floor Plan

Ramsey County Library in Roseville
Proposed Temporary Use of Space at 2680 Arthur Street, Roseville
Summary of Community Open House

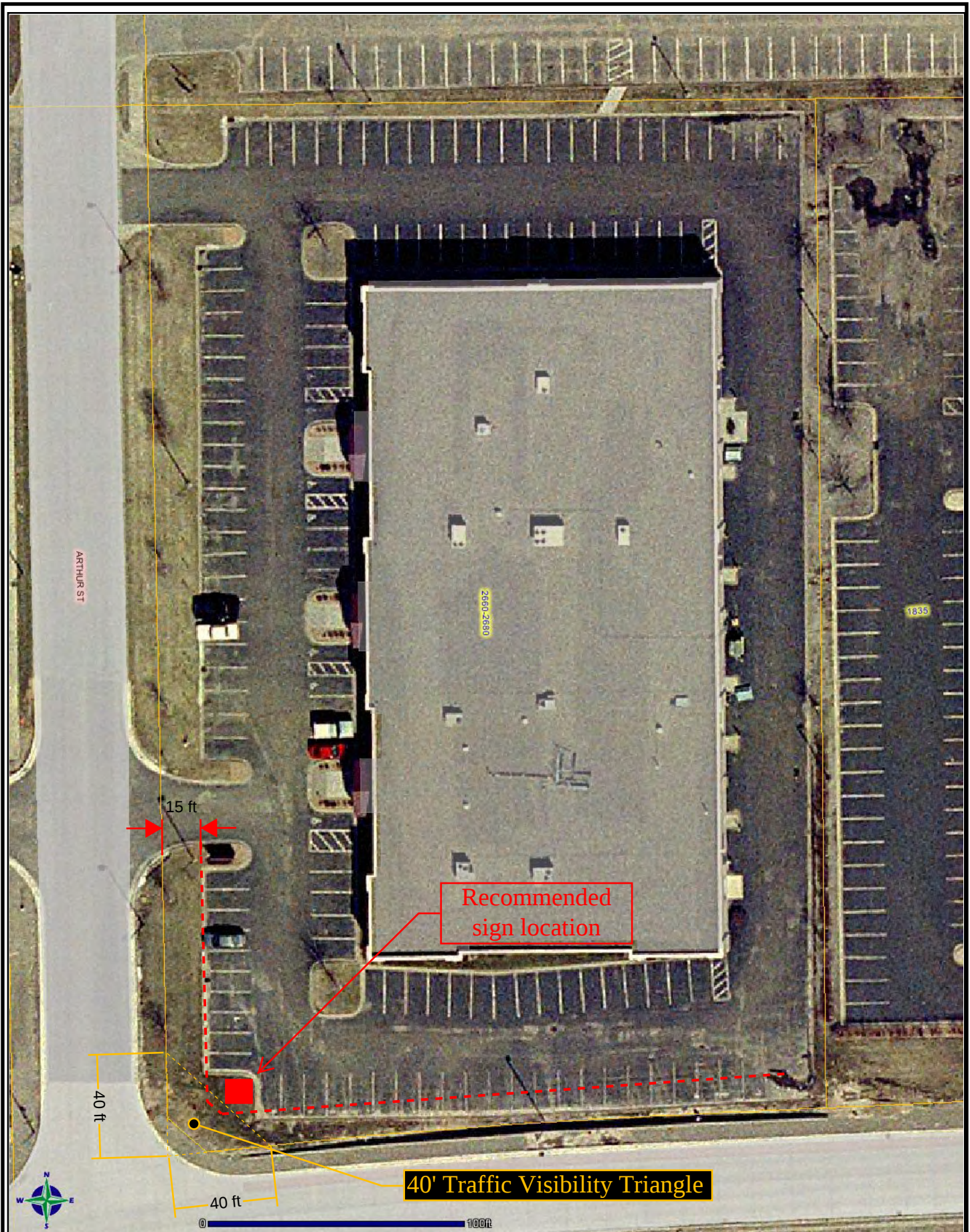
On January 21, 2009, the Ramsey County Library held a Community Open House at the Twin Lakes Corporate Center III building located at 2680 Arthur Street, Roseville. The purpose of the open house, which was held from 6:30 to 9:00pm, was to provide the community an opportunity to become familiar with the Library's proposal to provide limited library services at the building while the present Library undergoes renovation and expansion. Nineteen invitations were mailed to property owners in the vicinity of the building plus invitations were sent to the Roseville City Council and the Planning Commission. While Library staff were on hand to explain the proposed use, no one from the community attended.

Point of information:

Two invitations for the open house were returned as "not deliverable as addressed". Both properties are owned in part by Ryan Construction, the Landlord of the Library leased space. We would not anticipate an objection to the proposed use from those two invitations. The addresses are:

FJR & RJR Investments, LLC
C/O Ryan
Attention: Marie Jindra
900 2nd Ave S, Suite 700
Mpls, MN 55402-3314

Twin Lakes Medical Center, LP
900 2nd Ave S, Suite 700
Mpls, MN 55402-3315



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.

SOURCES: City of Roseville and Ramsey County, The Lawrence Group; January 9, 2009 for City of Roseville data and Ramsey County property records data,

a. **PLANNING FILE 09-004**

Request by Ramsey County Library and property owner FJR & RJR Investments, LLC for approval of the proposed Interim Use of the office/warehouse facility at 2680 Arthur Street for library purposes while the existing library is under construction.

Chair Bakeman opened the Public Hearing for Planning File 09-004 (6:35 p.m.).

Associate Planner Bryan Lloyd reviewed staff's analysis of the request of the Ramsey County Library for an INTERIM USE to continue to provide limited and temporary library services in an office/warehouse building at 2680 Arthur Street while the permanent library facility is being renovated according to a Planned Unit Development that has received General Concept PUD approval. Ramsey County wants to be sure that the temporary location is acceptable before seeking final approval of the PUD and beginning construction; as the zoning for this temporary location does not permit libraries.

Commissioner Gottfried arrived at this time; approximately 6:36 p.m.

Mr. Lloyd advised that, while the only points of concern identified by staff were the adequacy of parking and the location of the trash container. Mr. Lloyd advised that the library had been given permission to use some parking spaces in the Twin Lakes medical Center parking lot, the temporary facility would have close to five (5) spaces per 1,000 square feet; and that staff opined this should be adequate on a temporary basis, and with limited library services available during this basis. Mr. Lloyd noted that zoning requirements would dictate location of the trash container within the building; however, due to modifications required within the interior space, and due to the temporary use of the facility, a trash container would need to be located in the rear of the building, and should not have significant impact on adjoining properties.

Mr. Lloyd noted that the applicant intended identifying signs on the building, and other directional signage on site, as permitted by City Code and that could be accommodated with a typical sign permit application. Mr. Lloyd noted that a freestanding sign, not exceeding 100 square feet, would also be allowed; however, space constraints along County Road C right-of-way suggested to staff that installing the freestanding sign just outside the southwestern corner of the parking lot could be allowed.

Mr. Lloyd noted that the library would work with staff on the best location for a drop box for book returns and proposed directional signage for such purpose on the property, was proposed for the rear of the building, along with recycling containers in the rear of the building.

Mr. Lloyd noted that sale of coffee and prepackages food was also identified in the application as a desired component of the Interim Use, similar to a limited version of the Dunn Brothers Café in their permanent library location, and staff was amenable to that as part of this proposal.

Mr. Lloyd suggested that the Interim Use be approved through 2010, to accommodate potential construction delays at the permanent library site.

Discussion included location and orientation of the freestanding sign; inclusion of the parking agreement with Twin Lakes Medical Center, with staff suggesting that this agreement could be included in the packet going before the City Council; adequacy of parking on site, in addition to those designated at the Medical Center, and the need for monitoring to ensure no further mitigation was called for; and snow storage at the Medical Center.

Staff recommended APPROVAL of the proposed Interim Use of the existing building at 2680 Arthur Street as a temporary library facility; based on the comments and findings of Sections 5 and 6; and the conditions of Section 7 of the project report dated February 4, 2009.

Applicant Representatives, Lynn Wyman, Ramsey County Library Board and Fred Shank, Ramsey County Property Management

Ms. Wyman spoke to the parking space concerns, opining that the library anticipated significantly less business in the temporary location than for normal business operations, noting the permanent library location sees approximately 35% of its business from St. Paul and Minneapolis, and anticipated that those patrons would visit other library locations closer to them than to drive further north to the temporary location during the construction project. Ms. Wyman also noted that the library's temporary location would not provide for any meeting room space that would also significantly reduce parking needs.

Discussion among Ms. Wyman and Commissioners included how much of the collection would be housed at this location, estimated at 75% as their goal; vending or cart service by Dunn Brothers at the temporary site, providing for limited beverage service and some prepackaged foods, with no drive through.

Public Comment

Frederick M. Christianson, 2220 Midland Grove

Mr. Christianson expressed concern with access to the temporary site, and how that would be managed safely for vehicle traffic, as well as for bikers and pedestrians. Mr. Christianson noted the existing difficulties at that location in making left hand turns on County Road C.

City Planner Thomas Paschke advised that business would be conducted similar to today's activities, with no site modifications done at that intersection. Mr. Paschke indicated that this was a full intersection, with left and right turn lanes, as it has functioned for a number of years, with no additional problems anticipated at the site, opining that if office/showroom uses were at full capacity, they would create more traffic turning moves that that anticipated with the one library use.

Chair Bakeman closed the Public Hearing at this time (6:57 p.m.).

Commissioner Doherty expressed his appreciation that a temporary location had been located and that the library would remain utilized during the time of construction, opining that the thought of closing the Roseville facility for 15 – 18 months was daunting.

MOTION

Member Doherty moved, seconded by Member Gottfried Doherty to RECOMMEND APPROVAL of the proposed INTERIM USE of the existing building at 2680 Arthur Street as a temporary library facility; based on the comments and findings of Sections 5 and 6; and the conditions of Section 7 of the project report dated February 4, 2009.

MOTION – Friendly Amendment

Member Wozniak moved, seconded by Member Gottfried Doherty to RECOMMEND APPROVAL of a friendly amendment to add a condition that a signed copy of the parking agreement between the applicant and Twin Lakes Medical Center for twenty (20) parking spaces.

Friendly Amendment

Ayes: 7

Nays: 0

Motion carried.

Original motion as amended

Ayes: 7

Nays: 0

Motion carried.

PARKING LICENSE AGREEMENT

This Parking License Agreement ("Agreement") is made and entered into as of this 27 day of January, 2009, by and between Twin Lakes Medical Center Limited Partnership ("Licensor"), located at 1835 County Road C W, Roseville, MN 55113, and Ramsey County ("Licensee"), located at 50 West Kellogg Boulevard, St. Paul, MN 55102.

RECITALS:

- A. Licensor owns certain real property located at 1835 County Road C W, Roseville, MN 55113 (the "Parking Parcel") on which is located a paved and striped parking lot ("Parking Lot"). A depiction of the Parking Lot is attached hereto as Exhibit A.
- B. Licensee desires to use twenty (20) of the parking spaces located within the northwest portion of the Parking Lot on a non-exclusive, non-reserved temporary basis (such spaces being collectively referred to hereafter as the "Premises") for passenger vehicle parking. The location of the Premises is as depicted on Exhibit A.

Now, therefore, in consideration of the Recitals, and the mutual covenants of the parties contained herein, it is hereby agreed as follows:

- 1. **Premises.** Licensor hereby grants a license ("License") to Licensee, and Licensee hereby accepts from Licensor, the non-exclusive License to occupy the Premises.
- 2. **Term and Use.** The term of this License shall be for the period to commence on April 1, 2009, and, subject to earlier termination as hereinafter provided, shall continue fifteen (15) full calendar months, when this Agreement shall terminate. The Licensee will have a one-time option to extend this term for one (1) or two (2) months (that is, months sixteen (16) or seventeen (17)). Lessee must provide written notice to Licensor prior to the end of the twelfth (12th) month of the term in order to obtain this extension. The Premises may be used by Licensee, its agents, employees, guests, customers, and invitees solely for the purpose of passenger vehicle parking. Licensee shall not allow any non-authorized nor any non-operative vehicles to be parked on the Premises.
- 3. **Compensation.** As the consideration for Licensee's use of said Premises, Licensee agrees to pay to Licensor a license fee of One Hundred Dollars (\$100.00) plus tax per month. Payment is due and payable on or before the first day of each and every month during the period that this license is in effect. If Licensor does not receive payment within five (5) days after the amount is due, Licensee shall pay a monthly late fee of Ten Percent (10%) of the outstanding balance owing.

4. Licensee Covenants.

- a. Licensee agrees to use the Premises only during the term and for the use stated in this License.
- b. Licensee agrees to conform to all city ordinances and other orders, regulations and requirements of any regulatory authority applicable to Licensee's use of the Premises.
- c. Licensee agrees to keep the Premises free of all trash and other debris.

5. Licensee Indemnification.

- a. Licensee agrees to defend, indemnify, and hold harmless the Licensor, its officers, employees and agents from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney fees, resulting directly or indirectly from any act or omission of Licensee, its subcontractors, anyone directly or indirectly employed by Licensee, and/or anyone for whose acts and/or omissions Licensee may be liable in the performance of this License, and against all loss by reason of the failure of Licensee to perform fully, in any respect, all obligations under this License, and any and all loss by reason of damage to the Premises or other parts of the Parking Lot resulting from Licensee's use of the Premises.

6. Assignment. Licensee may not assign or transfer this License or any interest therein.

7. Revocation Rights. Licensor, may at any time, revoke this License if Licensee shall fail to pay the license fee when due, fail to keep any term or condition of this License, or shall neglect or fail to keep, observe and perform any of the rules and regulations from time to time adopted and promulgated by Licensor, and such failure shall continue for Ten (10) days after written notice thereof to Licensee. Licensor, may at any time, revoke this License if the lease between Ramsey County and FJR & RJR Investments, LLC, for space in the Twin Lakes III building, located at 2680 Arthur Street, Roseville, MN 55113, expires or is terminated.

8. Terms and Restrictions for Use of the Premises.

- a. Licensor or its authorized agents may, without liability on its part, at any time upon reasonable written notice to Licensee except in an emergency when no notice shall be required, enter Licensee's (and Licensee's agents', employees', guests', customers', and invitees') vehicles and move such vehicles in the case of fire or other casualty on the Parking Parcel.
- b. Except to the extent arising out of the negligence or acts of Licensor, its employees, agents or contractors, Licensor shall not be liable to Licensee

- or those claiming through or under Licensee, for injury, death, or property damage occurring in, on, or about the Premises and Licensee shall indemnify the Licenser and hold it harmless from any claim or damage arising out of any injury, death or property damage occurring in, on, or about the Premises to Licensee or any agent, employee, guest, customer, or invitee of Licensee.
- c. Licensee understands and agrees that the Parking Lot is an unattended and unsupervised area and that the Licenser is not responsible for any loss of, or any damage to, the vehicles, nor any part thereof, while in or being driven to or from, said Premises, however caused.
 - d. Licensee agrees that all vehicles on said Premises shall be parked, driven, and handled at Licensee's own risk.
 - e. No employee of Licenser is authorized to accept possession, care or custody of any vehicle of Licensee, or Licensee's agents, employees, guests, customers, or invitees.
9. **Notice.** Any written notices required above, all Rent payments, and all other instruments including notices, demands, offers, and consents shall be validly given when hand delivered, sent by U.S. Mail, or sent by common carrier. Notices shall be effective upon receipt. Those sent by U.S. Mail or common carrier must be sent, postage prepaid, to:

Lessee: Ramsey County Library
Susan Nemitz, Director
4570 North Victoria Street
Shoreview, MN 55126

Lessor: Twin Lakes Medical Center LP
Care of Ryan Companies US, Inc.
Ryan Properties
50 South Tenth Street, Suite 300
Minneapolis, MN 55403-2012

* Signatures on the following page.

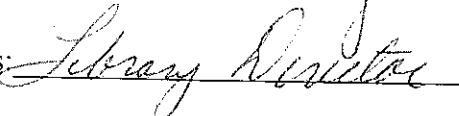
*Licenser and Licensee, having signed this Agreement, agree to be bound by the provisions set forth herein.

Signed:

Lessee

Ramsey County

By: 

Its: 

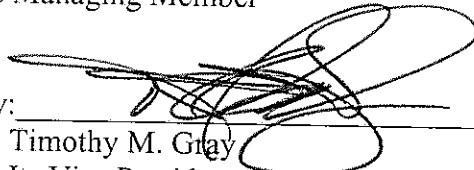
Date: 2/3/09

Lessor

Twin Lakes Medical Center Limited Partnership

By: Twin Lakes LLC
Its General Partner

By: Ryan Companies US, Inc.
Its Managing Member

By: 
Timothy M. Gray
Its Vice President

Date: 2/12/09

**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, State of Minnesota, was held on the 23rd day of February 2009 at 6:00 p.m.

The following members were present: _____;
and _____ was absent.

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERIM USE IN ACCORDANCE WITH §1012.09
OF THE ROSEVILLE CITY CODE FOR FJR & RJR INVESTMENTS, LLC AT 2680
ARTHUR STREET (PF09-004)**

WHEREAS, FJR & RJR Investments, LLC owns the property addressed as 2660-2680 Arthur Street and, in conjunction with the Ramsey County Library, has requested approval of an INTERIM USE in accordance with §1012.09 of the Roseville City Code; and

WHEREAS, the subject property is legally described as:

**Twin Lakes Center subj to St; Lot 2 Block 1
PIN: 04-29-23-34-0032**

WHEREAS, the applicant seeks to operate a temporary library facility on the property;
and

WHEREAS, The Roseville Planning Commission held a public hearing regarding the requested INTERIM USE, voting 7-0 to recommend approval of the request based on the comments and findings of the staff report dated February 4, 2009;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the request by Ted Glasrud Associates, Inc. for an INTERIM USE PERMIT in accordance with Section §1012.09 of the Roseville City Code, subject to the following conditions;

- a. The applicant shall provide a signed parking agreement securing the use of 20 additional parking spaces near the subject property;
- b. The applicant shall work with staff to resolve any problems related to the unenclosed trash and recycling containers as they arise;
- c. The applicant shall work with staff to determine a suitable location for a return book drop box; and

31 **d.** The INTERIM USE shall be discontinued at the end of December 31, 2010. Any
32 continuation of the use beyond this date shall only be allowed pursuant to the
33 approval of a new application.

34 The motion for the adoption of the foregoing resolution was duly seconded by Council
35 Member _____ and upon vote being taken thereon, the following voted in favor: _____;
36 and _____ voted against;

37 WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Ramsey County Library – PF09-004

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 February 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 23rd day of February 2009.

William J, Malinen, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 02/23/09
Item No.: 12.e

Department Approval



City Manager Approval



Item Description: Interagency Agreement for Twin Lakes Park-N-Ride

BACKGROUND

In December of 2008 the Council approved a PUD project for Metro Transit to construct a Park N Ride facility in the Twin Lakes area. The PUD agreement requires Metro Transit to contribute to the overall infrastructure improvements for the Twin Lakes area in the amount of \$1,627,673 as identified in the Cost Allocation Study for Twin Lakes Infrastructure Improvements. The study was amended to include the construction of Iona Lane as a part of the Met Council project. Iona Lane will become a public street and function as additional access to Mount Ridge Road. On November 17, 2008, the City Council authorized staff to develop final plans and specifications and advertise for bids for the Twin Lakes Infrastructure Improvements- Phase I and to start negotiations with property owners for temporary and permanent easements. The city requires an improvements contract for public improvements constructed as a part of development projects. Staff has been working with Metro Transit staff to develop an agreement to define the requirements for the public improvements and to define how Metro Transit will meet their total obligation for public infrastructure.

The Metropolitan Council is using Urban Partnership Agreement (UPA) funds to pay for their portion of the infrastructure improvement costs. These UPA funds must be spent by December 31, 2009. They also carry specific federal requirements for projects meet in order to utilize these funds. In order for Metro Transit to pay the city for their infrastructure obligations, they will reimburse the city for a portion of the Twin Lakes Infrastructure Improvements- Phase I. The use of these federal funds for payment will obligate the city to complete the Twin Lakes Infrastructure Improvements- Phase I as primary access for their project. Failing to construct this infrastructure under the proposed agreement would jeopardize our collection of their public infrastructure contribution due to the constraints placed on their funding by the federal government.

Typically we require a surety provision for a public improvements contract with a private developer. This requirement is not included in this agreement as we have not required this of other public agency projects constructing infrastructure for the city.

The City Attorney has reviewed and provided a number of revisions as we have worked through each parties concerns. This is another step in the process to allow Metro Transit to begin work on their project by the end of February. It is imperative that the Council understand that the city will be obligated to construct the Phase I improvements in 2009 as the agreement indicates. This will require subsequent actions relating to property acquisition for the roadway in early March to meet this aggressive schedule.

32

33

34

35 Staff is working with the consultants to complete the design, plans and specifications and securing the
36 right of way necessary to meet the goals of this project. There will be an open house regarding the
37 design on February 26. Staff has completed the review of the agreement with Metro Transit and it is
38 included as an attachment. (Attachment A)

39

40 **POLICY OBJECTIVE**

41 The City requires a public improvements contract for private development that is constructing public
42 improvements. This contract details the requirements for construction and warranty. Usually we require
43 a surety for these improvements constructed by the private sector. For public agencies this requirement
44 has typically not been required. This agreement also covers the amount of and how payment is
45 transferred for participation in the improvements by both parties.

46 **FINANCIAL IMPACTS**

47 Under this agreement the City will receive the Park N Ride facility's contribution to the public
48 infrastructure for the Twin Lakes area infrastructure improvements as determined in the Twin Lakes
49 Area Infrastructure Cost Allocation Study. The Met Council's total obligation for infrastructure
50 improvements is \$1,627,673. They will receive a credit for the actual costs for the public infrastructure
51 they will be constructing as a part of their project.

52 **STAFF RECOMMENDATION**

53 Staff recommends that the City Council approve the Interagency Agreement for the I35W and County
54 Road C Park N Ride.

55 **REQUESTED COUNCIL ACTION**

56 Motion to approve an Interagency Agreement with Metropolitan Council for the I35W Park N Ride for
57 public improvements.

58

Prepared by: Duane Schwartz, Public Works Director; Patrick Trudgeon, Community Development Director
Attachments: Interagency Agreement

**INTERAGENCY AGREEMENT
FOR THE I35W & COUNTY ROAD C PARK & RIDE**

This Interagency Agreement ("Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Roseville, a municipal corporation ("City" or "Roseville") and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council").

Background Recitals

1. Roseville has approved a plat of land named Twin Lakes Addition, in which the Met Council has or will acquire approximately 1.2 acres within the plat legally described as follows:

All that part of Lots 1, 2, 19 and 20, Block B, Twin View, according to the recorded plat thereof, Ramsey County, Minnesota, lying within:

The east 329.60 feet of the north 173.16 of said Block B.

("Met Council Property").

2. Met Council intends to construct an approximately 460-stall parking ramp upon the Met Council Property for use of Met Council's transit passengers traveling between Roseville and surrounding communities ("Parking Ramp").

3. Met Council and Roseville agree that the Parking Ramp will provide increased mass transit ridership and supplement the successful Rosedale Shopping Center park and ride facility.

4. Roseville is currently working on design details to construct roadway infrastructure improvements throughout the Twin Lakes area of Roseville.

5. Met Council and Roseville further agree that to assure successful utilization of the Met Council Property for the Parking Ramp, certain public infrastructure improvements must be constructed during the construction of the Met Council Parking Ramp.

6. Met Council and Roseville have determined that it is in their mutual best interests for the Met Council to participate in the public infrastructure improvements as provided in this Agreement.

7. Met Council and Roseville agree that each is authorized to enter into this Agreement pursuant to Minnesota Statutes § 471.59.

8. Met Council, acting in its role as the Twin Cities Metropolitan Planning Organization and Federal Transit Administration (“FTA”) designated recipient, submitted an application to the USDOT, FTA for the Urban Partnership Agreement ("UPA") grant funds pursuant to 49 U.S.C. Section 5309.

I.
Purpose of Agreement.

The purpose of this Agreement is to set forth the terms and conditions and the responsibilities of each of the Parties to this Agreement for:

1. Construction by Met Council of certain public roadway and infrastructure improvements adjacent to the Parking Ramp in Roseville ("Council Project"), and
2. Construction by the City of Roseville of roadway and infrastructure improvements ("Roseville Project"), all as described below in this Agreement.

II. Met Council Project.

For purposes of this Agreement the Council Project consists of the following improvements to Iona Lane in Roseville, the location of which improvements are shown on **Exhibit A** attached hereto and made a part thereof:

- Construction of Iona Lane in accordance with City of Roseville roadway design standards with bituminous pavement and concrete curb and gutter, in accordance with the terms of this Agreement; Construction of concrete sidewalks on the north and south sides of Iona Lane and on Mount Ridge Road adjacent to the Met Council Property ;
- Relocation and/or adjustment of existing underground utilities necessary to construct Iona Lane.

III. Roseville Project.

For purposes of this Agreement the Roseville Project consists of the following improvements to Mount Ridge Road and Twin Lakes Parkway in Roseville, the location of which improvements are shown on Exhibit A attached hereto and made a part thereof:

- Construction of Mount Ridge Road and Twin Lakes Parkway, roadways which will provide access to the new Parking Ramp.
- Subject to forces majeure, Roseville hereby agrees that it will use best efforts to assure that the Roseville Project will be open to traffic at the time the bus service to the Parking Ramp is commenced by Met Council.

IV. Council Project Design Plans.

As of the date of this Agreement:

- a. Met Council has at its expense, had design plans for the Council Project ("Council Project Design Plans") prepared by Bonestroo, Rosene, Anderlik and Associates;
- b. Met Council has provided a set of the Council Project Design Plans to Roseville for review; and
- c. Roseville has reviewed the Council Project Design Plans and has approved the plans in accordance with Paragraph V hereof.

V.
Construction of the Met Council Project.

1. Met Council shall have prepared, at its expense, final construction documents including a construction schedule ("Council Project Construction Documents") for the Council Project. The Council Project Construction Documents shall be in accord with the Council Project Design Plans and shall comply with the provisions listed in Exhibit B attached hereto and made a part hereof. Met Council shall submit the Council Project Construction Documents to Roseville for review and approval. Roseville shall review the Council Project Construction Documents and provide written comments or a written approval to Met Council within ten (10) business days of receipt of the Council Project Construction Documents. If Roseville provides no written comments to Met Council within ten (10) days of receipt of the Council Project Construction Documents, the Council Project Construction Documents shall be deemed approved.

2. Met Council will advertise for and receive bids for the Council Project and will award the construction contract for the Council Project, in accordance with Met Council's procedures.

3. Met Council shall administer the contract for the Council Project work completed herewith. Met Council will provide to Roseville monthly construction progress reports indicating construction completed on the Council Project. Roseville may inspect construction of the Council Project. Roseville will designate in writing to Met Council the name(s) of its authorized inspector(s). Roseville's inspector must communicate to the construction contractor through Met Council's Authorized Representative ("CAR"). The term "authorized representative" means the person designated in writing by the General Manager of Met Council's Metro Transit Division. Met Council will issue contract payments to the Council's contractor.

4. The Council Project shall be constructed in accordance with City standards, ordinances, and the plans and specifications approved by the City. Met Council shall be responsible for obtaining all necessary permits and approvals before proceeding with construction. Prior to start of construction of the Council Project, Met Council or its agents shall

1 schedule a preconstruction meeting with the City at a mutually agreeable time and place for City
2 staff and City's invitees to review the Council Project, including schedule. Within 30 days after
3 completion of the Council Project, Met Council shall provide the City with a complete set of
4 reproducible record plan drawings ("Record Plans"). In addition to reproducible drawings, the
5 Record Plans shall be provided as a compatible AutoCAD digital file.

6
7 5. Subject to forces majeure, Met Council shall complete the Council Project by
8 December 31, 2009. Met Council may request an extension of time from the City which
9 extension shall not be unreasonably withheld.

10
11 6. During construction work on the Council Project, Met Council shall undertake
12 necessary erosion control measures as directed by the City Engineer. Met Council shall also
13 clean dirt and debris from public rights of way resulting from construction activity. The City
14 will inspect the site on a weekly basis and determine whether it is necessary to take additional
15 measures to keep rights of way clean.

16
17 7. If Roseville determines that the Council Project has not been constructed in
18 accordance with the approved Council Project Construction Documents, Roseville, through its
19 authorized representative, shall inform the CAR in writing of such defects. Met Council shall
20 make the adjustments to contract and/or meet the requirements of the Council Project
21 Construction Documents requested by Roseville. Met Council will inform Roseville in writing
22 of completion of construction of the Council Project. Within a reasonable time thereafter,
23 Roseville will inform Met Council in writing either that the Council Project, as constructed,
24 conforms to the Council Project Construction Documents and is thus accepted by Roseville, or
25 that the Council Project does not conform to the accepted Council Project Construction
26 Documents. Roseville will further inform Met Council of the specific reasons for non-
27 conformance to the Council Project Construction Documents and what steps, in the opinion of
28 Roseville, must be taken by Met Council to make the Council Project conform to the Council
29 Project Construction Documents. The final decision on conformance of the Council Project to
30 the Council Project Construction Documents will be made by Met Council. Evidence of
31 acceptance of the Met Council Project by Met Council will be in writing by letter from the
32 General Manager of the Council's Metro Transit Division to the Roseville City Administrator.
33 (Rejected by City; not acceptable to Met Council.) Upon acceptance by Roseville, all

1 improvements constructed as part of the Council Project shall become property of the City of
2 Roseville.

3
4 8. Met Council will require the Council Project Contractor to warrant the Council
5 Project against poor materials and faulty workmanship for a period of one year after its
6 completion and acceptance by the Council, and to warrant any trees to be alive, of good quality
7 and disease free for twelve (12) months after planting. Warranty provisions under the Council
8 Project contract are included in Exhibit J.

9
10 9. Not less than seven (7) calendar days prior to commencement of the Met Council
11 Project by Met Council, Met Council will give written notice to Roseville of its intention to
12 commence construction, said notice to be directed as follows:

13
14 Public Works Director
15 City of Roseville
16 2660 Civic Center Drive
17 Roseville, MN 55113
18

19 **VI.**
20 **Amendments to Construction Documents.**
21

22 Met Council will submit any proposed amendments to or substantive changes to Council
23 Project Construction Documents accepted by Roseville, including the construction schedule.
24 Such amendments or substantive changes to the Council Project Construction Documents and/or
25 changes in the construction schedule must be submitted to Roseville's authorized representative
26 at least three (3) business days prior to the implementation of such change. Roseville shall
27 review the amendments or substantive changes to the Council Project Construction Documents
28 and provide written comments or a written statement of approval to Met Council within two (2)
29 business days of receipt of such amendment or substantive change to the Council Project
30 Construction Documents. If Roseville provides no written comments to Met Council within two
31 (2) days of receipt of the amendment or substantive change to the Council Project Construction
32 Documents, the amendment or substantive change shall be deemed approved. If Roseville
33 provides comments to Met Council, both parties shall resolve the issues raised by the comments
34 in a timely manner.

VII.
Right-Of-Entry and Ownership of Council Project Improvements.

1. Roseville and Met Council have at the time of execution of this Agreement all property rights and interests necessary on public and/or private property for the construction, operation and maintenance of the Council Project. Met Council agrees that Roseville has no obligation to obtain any additional property rights for construction, operation or maintenance of the Council Project. Met Council shall in cooperation with the platting process for the Met Council property, dedicate the additional 10' of right-of-way, as public way, for Iona Lane on the north side and Mount Ridge Road on the east side of the Met Council property.

2. Upon acceptance of the Council Project by Met Council and Roseville in accordance with the terms of this Agreement, the Council Project as defined in Section II of this Agreement shall become the property of Roseville.^[Lindsay1] Met Council will transfer to Roseville construction warranties and guarantees for the Council Project which have been provided to Met Council by Met Council's contractor. Subsequent to the completion of the Council Project, pursuant to the terms of this Agreement, Roseville shall bear all responsibility for operation and maintenance of the Council Project.

3. Roseville hereby grants to Met Council the right to enter onto its property and any easements and right-of-way that it may own or may have obtained for construction of the Council Project.

4. Met Council hereby grants to Roseville the right to enter onto any of its property, easements and right-of-way related to the Council Project for the purpose of Roseville's inspection of the Met Council Project as provided in this Agreement or as provided by City Code or ordinance.

5. Met Council and Roseville acknowledge and agree that Met Council will, upon completion of construction of the Council Project, use part of Iona Lane as a bus pull-out lane so long as the Parking Ramp is used for transit purposes (as shown on **Exhibit C**, attached hereto and made a part hereof).

6. Met Council and Roseville acknowledge and agree that, so long as the Parking Ramp is used for transit purposes, access to the Parking Ramp shall remain open and available.

VIII. Construction of Roseville Project.

1. **Compliance with Federal Procurement Requirements.** With respect to construction of the Roseville Project, Roseville will comply with all applicable federal law, rules, and guidance relating to such procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1E, which document is incorporated by reference into this Agreement. A copy of this document is available at the FTA internet website, www.fta.gov/indicated or, upon request by Roseville, from Met Council. The “Federal Procurement Basics” is attached hereto as **Exhibit D** to provide Roseville process for procurements under this Agreement.

2. **Certification of Roseville's Procurement System.** Roseville certifies that its procurement system complies with the standards described in the previous paragraph.

3. **Met Council Approval of Contracts.** Roseville shall not execute any third party contract or otherwise enter into a binding agreement for work related to the Roseville Project until the Met Council's Project Manager has reviewed them for conformance with the provisions of this Section VIII.

4. **Inclusion of Provisions in Lower Tier Contracts.** Roseville agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement. (Rejected by City, re-inserted by Met Council)

5. **Disadvantaged Business Enterprise Requirements.** For all work performed under this Agreement, Roseville will comply with Met Council's Disadvantaged Business Enterprise (DBE) Program. In particular, Roseville agrees to comply with the requirements of Met Council's "Disadvantaged Business Enterprise (DBE) Program" document which is attached

1 to and incorporated (Rejected by City, re-inserted by Met Council) into this Agreement as
2 **Exhibit F.**

3
4 On a monthly basis, Roseville will submit a report that includes all DBE activity on their
5 third party agreements. Roseville invoices will not be reimbursed until this report is submitted.

6
7 6. **No Federal Obligation.** This Agreement is financed by federal funds. However,
8 payments to Roseville will be made by Met Council. The United States is not a party to this
9 Agreement and no reference in this Agreement to the United States, USDOT, FTA, or any
10 representatives of the federal government makes the United States a party to this Agreement.
11 Roseville shall include this clause in any contracts or agreements under this Agreement.

12
13 7. Subject to forces majeure, the construction of any and all portions of the Roseville
14 Project for which Roseville is being reimbursed pursuant to Section XI of this Agreement must
15 be completed by Roseville no later than December 31, 2009. The Met Council acknowledges
16 that the reimbursement described in Section XI hereof will be made under Federal guidelines for
17 portions of the completed Roseville Project notwithstanding the entire project is not complete by
18 this date.

19
20 **IX.**
21 **Right-of-Entry and Ownership of Roseville Project Improvements.**
22

23 1. Roseville has, at the time of execution of this Agreement, all property rights and
24 interests necessary on public and/or private property for the construction, operation and
25 maintenance of the Roseville Project.

26
27 2. Upon completion of the Roseville Project by Roseville in accordance with the
28 terms of this Agreement, the Roseville Project as defined in Section II of this Agreement shall
29 remain the property of Roseville. Subsequent to completion of the Roseville Project, Roseville
30 shall bear all responsibility for operation and maintenance of the Roseville Project.

31
32 3. Met Council and Roseville acknowledge and agree that Met Council will, upon
33 completion of construction of the Roseville Project, use the Roseville Project for access to the
34 Parking Ramp, which access shall not be restricted for the life of the Parking Ramp.

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X.

Payment for Construction of Council Project.

Met Council shall perform, at its own expense, the construction of the Council Project, such costs estimated at \$250,000. The actual and reasonable construction costs of the Council's Project shall be applied toward the Council's obligation of public infrastructure costs as defined in the Twin Lakes Area Infrastructure Allocation Study as amended.

XI.

Reimbursement for Costs of the Roseville Project.

1. Subject to compliance with the terms of this Agreement, including specifically Sections VIII, X and XI, Met Council will reimburse Roseville for a portion of the actual allowable, allocable and reasonable costs of Roseville's Project in an amount not to exceed \$1,597,921 for transportation infrastructure costs and \$29,752 for utility infrastructure costs provided, however, that the actual costs of construction of the Council Project to be paid by the Council, pursuant to Section X of this Agreement and estimated to be \$250,000, shall be a credit towards the Council's maximum payment of \$1,627,673. The total reimbursement will meet the Council's total obligation for public infrastructure reimbursement as defined in the Twin Lakes Area Infrastructure Improvements Allocation Study and the Planned Unit Development Agreement for this project. The Council shall provide a copy of the actual bid documents and approved payment request forms from the Council's contractor for determination of the construction cost of the Council's project toward reimbursement.

2. Roseville shall invoice Met Council for completed work up to the limits set forth above in this Section.

3. **Eligibility of Costs.** All expenses are subject to FTA regulations including:

- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/14-Master.pdf>)
- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18 (http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html)

- *Grant Management Guidelines*, FTA Circular 5010.1C
(http://www.fta.dot.gov/laws/circulars/leg_reg_4114.html)
- *Third Party Contracting Requirements*, FTA Circular 4220.1E,
(http://www.fta.dot.gov/laws/circulars/leg_reg_4063.html) (See also
paragraph 10.05)

4. Roseville acknowledges that the federal requirements in this article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

5. **Reimbursement.** Expenses will be reimbursed by Met Council based on submission of an invoice from Roseville using the form attached hereto as **Exhibit I**. Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Monthly DBE report for each third party contract using the approved form attached hereto as **Exhibit J**.

Roseville shall submit any additional data and/or information requested by Met Council to support Roseville's reimbursement request and shall submit any additional data and/or information that may be required by the federal government for reporting to the FTA.

Upon Met Council's review and approval of Roseville's reimbursement request, Met Council will distribute to Roseville the approved reimbursement amount. Distribution of any funds or approval of any report is not to be construed as a Met Council waiver of any Roseville noncompliance with this Agreement.

6. **Repayment of Unauthorized Use of Reimbursement Funds.** Roseville shall reimburse Met Council for any unauthorized or undocumented use of reimbursed funds. Either party may pursue its available remedies in the event a disagreement exists regarding alleged unauthorized or undocumented use of reimbursed funds.

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Accounting and Recordkeeping Requirements.

1. **Documentation of Roseville Project Costs.** All costs charged to the Roseville

2. Establishment and Maintenance of Roseville Project Information. Roseville

A. Six (6) years following the term of this Agreement; or

B. If any litigation, claim, or audit is commenced during either such period, when all

XIII.

General Provisions.

1. All records kept by Roseville and Met Council with respect to the Roseville

2. **Audit.** The accounts and records of Roseville relating to the Roseville and Council

1 16C.05, subdivision 5, the United States Secretary of Transportation, the FTA Administrator, and the
2 United States Comptroller General will have access to all such books, records, documents, accounting
3 practices and procedures, and other information for the purpose of inspection, audit, and copying during
4 normal business hours. Roseville will provide proper facilities for such access and inspection.

5
6 3. All employees of Roseville and all other persons engaged by Roseville in the
7 performance of any work or services required or provided for herein to be performed by
8 Roseville shall not be considered employees of Met Council and that any and all claims that may
9 arise under the Workers' Compensation Act or the Unemployment Compensation Act of the
10 State of Minnesota on behalf of said employee while so engaged, and any and all claims made by
11 any third party as a consequence of any act or omission on the part of said employees while so
12 engaged, on any of the work or services provided to be rendered herein, shall in no way be the
13 obligation or responsibility of Met Council.

14
15 4. All employees of Met Council and all other persons engaged by Met Council in
16 the performance of any work or services required or provided for herein to be performed by Met
17 Council shall not be considered employees of Roseville and that any and all claims that may
18 arise under the Workers' Compensation Act or the Unemployment Compensation Act of the
19 State of Minnesota on behalf of said employee while so engaged, and any and all claims made by
20 any third party as a consequence of any act or omission on the part of said employees while so
21 engaged, on any of the work or services provided to be rendered herein, shall in no way be the
22 obligation or responsibility of Roseville.

23
24 5. Each party agrees that it will be responsible for its own acts and results thereof, to
25 the extent authorized by law, and shall not be responsible for the acts of the other party and the
26 results thereof. Roseville's and Met Council's liability is governed by the provisions of
27 Minnesota Statutes Chapter 466. Met Council and Roseville each warrant that they are able to
28 comply with the aforementioned liability requirements through an insurance or self-insurance
29 program and have minimum coverage consistent with the liability limits contained in Minnesota
30 Statutes Chapter 466. Roseville further agrees that any contract let by Roseville for the
31 performance of the Roseville Project as provided herein shall include clauses that will:
32 1) require the contractor to defend, indemnify, and save harmless Met Council, its officers,

1 agents and employees from claims, suits, demands, damages, judgments, costs, interest,
2 expenses, including, without limitation, reasonable attorney fees, witness fees and disbursements
3 incurred in defense thereof arising out of or by reason of the negligence of said contractor, its
4 officers, employees, agents or subcontractors; 2) require the contractor to provide and maintain
5 insurance as required in the contract documents between Roseville and the contractor and to
6 provide Met Council with Certificates of Insurance naming Met Council as additional insured;
7 and 3) require the contractor to be an independent contractor for the purposes of completing the
8 work provided for in this Agreement.

9
10 6. Met Council further agrees that any contract let by Met Council for the
11 performance of the Council Project as provided herein shall include clauses that will 1) require
12 the contractor to defend, indemnify, and save harmless Roseville, its officers, agents and
13 employees from claims, suits, demands, damages, judgments, costs, interest, expenses, including,
14 without limitation, reasonable attorney fees, witness fees and disbursements incurred in defense
15 thereof arising out of or by reason of the negligence of said contractor, its officers, employees,
16 agents or subcontractors; 2) require the contractor to provide and maintain insurance as required
17 in the contract documents between Met Council and the contractor and to provide Roseville with
18 Certificates of Insurance naming Roseville as additional insured; and 3) require the contractor to
19 be an independent contractor for the purposes of completing the work provided for in this
20 Agreement.

21
22 7. Applicable provisions of Minnesota and federal law and any applicable local
23 ordinance relating to civil rights and discrimination and the Affirmative Action Policy Statement
24 of Roseville and Met Council shall be considered a part of this Agreement as though fully set
25 forth herein.

26
27 8. The entire Agreement between the parties is contained herein. This Agreement
28 supersedes all oral agreements and negotiations between the parties relating to the subject matter
29 hereof. All items referred to in this Agreement are incorporated or attached and are deemed to
30 be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of
31 this Agreement shall only be valid when they have been reduced to writing as an amendment to
32 this Agreement signed by the parties hereto.

1
2 9. The covenants of this Agreement shall be binding upon and inure to the benefit of
3 the parties hereto, their successors and/or assigns.

4
5 10. Met Council will not be responsible for, or assessed by Roseville for any other
6 public improvements in the area related to the Parking Ramp construction, maintenance, or
7 operation.

8
9 11. Except as specifically addressed in this Agreement, nothing in this Agreement
10 shall be deemed or construed to modify or limit any statutory authority, exemptions, or legal
11 obligations or responsibilities of Met Council under State or Federal law or regulation.

12
13 12. Any notice or demand, which may be given or made by a party hereto, under the
14 terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent certified
15 mail or delivered in person to the other party addressed as follows:

16
17 Metropolitan Council
18 Attn: Regional Administrator
19 390 Robert Street North
20 St. Paul, MN 55101

21
22 With copy to:

23
24 Metropolitan Council - Metro Transit
25 Attn: General Manager, Metro Transit
26 560 Sixth Avenue North
27 Minneapolis, MN 55411

1
2 City of Roseville
3 Director of Public Works
4 2660 Civic Center Drive
5 Roseville, MN 55113
6
7

8 13. The Recitals are fully incorporated into and are considered to be fully part of this
9 Agreement.
10

11 **IN TESTIMONY WHEREOF**, the parties hereto have caused this Agreement to be
12 executed by their respective duly authorized officers as of the day and year first above written.
13

Approved as to Form:

City Attorney

CITY OF ROSEVILLE

By: _____

Its: _____

Date: _____

Approved as to Form:

Office of General Counsel

METROPOLITAN COUNCIL
a public corporation and political subdivision
of the State of Minnesota

By: _____

Its: _____

Date: _____

LIST OF EXHIBITS

Exhibit A	Location of Met Council Project
Exhibit B	Met Council Project Provision
Exhibit C	Bus Pullout Lane
Exhibit D	Federal Procurement Basics
Exhibit E	Contract Initiation Memo
Exhibit F	DBE Program
Exhibit G	Additional Provisions
Exhibit H	Invoice Form
Exhibit I	Monthly DBE Form
Exhibit J	Council Project Warranty Provisions

EXHIBIT B

Council Project Improvements Provision

1. Street Improvements. Street improvements include subgrade preparation, gravel base, bituminous surfacing, concrete curb and gutters sidewalk, and landscaping.

a. Met Council shall construct IONA LANE between Cleveland Avenue and Mount Ridge Road. 19,000 square feet more or less of 32 foot wide (face to face) bituminous street with Type B618 curb and gutter. Parking shall be restricted on the entire street. The typical section of pavement for the street shall conform with Roseville specification 700 and Mn/DOT specification 2350. (XX inches LVWE35030B/ X inches LVNW35030B/ X inches of Class 5-100% crushed limestone.)

b. Unusable material within the roadway shall be removed by Met Council.

c. All subgrade excavation and filling shall be completed by Met Council in accordance with Mn/DOT's specifications and the approved site grading and drainage plans. Roseville reserves the right to test as necessary, at Met Council's expense, all grading work. A test roll of the street subgrade shall be passed prior to acceptance of the subgrade by Roseville.

2. Watermain construction: Met Council shall lower the water main in Iona Lane as required.

a. All watermain shall be constructed to meet Roseville specifications and code.

b. All curb boxes shall be Mueller M 10300 through 1" and H-10836 for 1 1/2" and 2" or equal, with foot piece and equipped with stationary rod equal to Mueller No. 84274, A. Y. McDonald 5671. All boxes shall be adjustable up and down for 6.5' to 7.5' of cover. If any curb boxes are installed that do not meet Roseville specifications,

Met Council shall be responsible to remove and replace them with curb boxes that meet Roseville specifications.

c. Met Council will construct water service for the Met Council's facilities.

3. Sanitary sewer construction: Met Council shall construct all sanitary sewer pipes necessary to serve the plat.

All sanitary sewers shall be constructed to meet Roseville specifications and code.

4. Storm sewer construction: Met Council shall construct all storm sewer improvements necessary to serve the plat and the Council's Project improvements on Iona Lane.

a. Storm sewer facilities shall be installed to meet Roseville specifications and code.

b. All facilities shall be installed according to Roseville details and specifications.

c. Biofiltration areas shall be protected from silt during construction. If these areas do not function as designed, Met Council shall reconstruct them as directed by Roseville's Engineer.

5. Met Council will construct a storm water detention system to treat and control the flow of storm water from the project site including Met Council's Parking Ramp site and Iona Lane. Construction will be completed in accord with plans approved by Roseville.

Date: 2/23/09
Item: 13.a
City Council Electronic
Communications Policy

MEMORANDUM

TO: Bill Malinen
FROM: Eric J. Quiring
DATE: February 17, 2009
SUBJECT: Electronic Communications Policy
File No. 4002(1)-0341

Electronic Communications Policy topics discussed at previous Council meetings

1. Can members of the public expect their e-mails to Council Members to be confidential?

Section I of the draft Policy expressly states that electronic communications may be classified as public data and may be subject to public disclosure. Therefore, members of the public cannot expect confidentiality. The Minnesota Government Data Practices Act presumes that government data are public unless a specific law provides otherwise.

2. What are the limits on Council Members' discussions and/or polling of other Council Members prior to meetings?

The Minnesota Open Meeting Law prohibits Council Members from conducting public business outside of a public meeting. Section V of the draft Policy addresses communications among Council Members outside of Council meetings.

3. Does the City's retention policy apply to Council Members' electronic communications?

Minnesota law requires the retention of all government records, regardless of the format. Section VI of the draft Policy references the retention of electronic communications in accordance with the City's retention policies and procedures.

1 An electronic communication is a government record subject to the Record
2 Retention Policy for Cities.

- 3
4 4. Can Council Members participate in listservs and other message
5 boards/chatrooms?

6
7 Section V of the draft Policy addresses listservs and electronic discussion forums.
8 The provision cautions against replying to an entire group when the reply could be
9 considered deliberation on a matter presently pending before the Council for
10 official action. For example, any comment that could be seen as a communication
11 with another Council Member to avoid public discussion or to forge a majority in
12 advance of public meetings should not be posted.

- 13
14 5. Will the Policy apply to Council Members' personal e-mail accounts?

15
16 The draft Policy applies to all electronic communications containing government
17 data under the Minnesota Government Data Practices Act, regardless of which e-
18 mail address of account is used. The Policy would not apply to any e-mails not
19 containing government data.

- 20
21 6. What electronic communications must be available in the back of the room during
22 Council meetings?

23
24 The Minnesota Open Meeting Law requires that any materials relating to the
25 agenda items of the meeting prepared or distributed by or at the direction of the
26 governing body or its employees and: (1) distributed at the meeting to all members
27 of the governing body; (2) distributed before the meeting to all members; or (3)
28 available in the meeting room to all members; shall be available in the meeting
29 room for inspection by the public while the governing body considers their subject
30 matter. Minn. Stat. §13D.01, subd. 6. Section III of the draft Policy addresses the
31 situation in which electronic communications could be "materials" under the Open
32 Meeting Law, and thus, required to be available to the public during meetings.

- 33
34 7. Should electronic communications with members of the public contain a
35 disclaimer?

36
37 Section V of the draft Policy addresses the use of a disclaimer when Council
38 Members are communicating with the public regarding matters pending before the
39 Council for official action.

CITY OF ROSEVILLE

Policy on Council Members' Electronic Communications

This Policy applies to all members of the Roseville City Council. For purposes of this Policy, reference to Council Members includes members of all other City committees and groups subject to the Open Meeting Law. Reference to the Council shall include all such groups and meetings.

This Policy applies to all electronic communications containing government data, as defined by the Minnesota Government Data Practices Act, Minn. Chapter 13, regardless of whether the Council Member is using a City-provided email address and account, his/her personal email address or account, or one provided by his/her employer.

I. Purpose

This Policy is adopted to increase awareness of the risks associated with Council Members using electronic communications and to set forth the appropriate restrictions on the use of electronic communications in accordance with the Minnesota Open Meeting Law and Minnesota Government Data Practices Act.

Electronic communications may be classified as public data, and thus, may be subject to public disclosure. Members of the public cannot expect confidentiality when electronically communicating with Council Members on matters of City business.

II. Definitions

“Electronic communications” include email, texting, instant messaging, chatrooms, and related electronic means of communicating with others.

“City Manager” means the City Manager or his/her designee.

III. Meeting materials

Electronic communication of meeting materials should generally be conducted in a one-way communication from the City Manager to the Council Members.

- Council Members may receive agenda materials, background information, and other materials via email attachment or other electronic means (such as file sharing) from the City Manager.

- If a Council Member has questions or comments about materials received, s/he should inquire via electronic means directly back to the City Manager. A Council Member should not copy other Council Members on his/her inquiry.
- If the clarification is one of value to other Council Members, the City Manager may send follow-up materials or information to the Council Members.

Electronic communications relating to agenda items of a meeting prepared or distributed by or at the direction of a Council Member or City employees and (1) distributed at the meeting to all members of the Council; (2) distributed before the meeting to all Council members; or (3) available in the meeting room to all Council members must also be made available to the public at the meeting, unless the materials are classified as nonpublic under the Minnesota Government Data Practices Act.

IV. Communication during Council meetings

- Council Members should not communicate with one another via electronic means during a public meeting.
- Council Members should not communicate with any member of city staff via electronic means during a public meeting.
- Council Members should not communicate with the public via electronic means during a public meeting.

V. Communications outside of Council meetings

- Council Members should act with caution when using electronic means to communicate with one another, being mindful of the Minnesota Open Meeting Law. Council Members shall not communicate with each other outside of Council meetings for the purpose of avoiding public discussion, to forge a majority in advance of public meetings, or to hide improper influences such as personal or pecuniary interests of the Council Member.
- If a Council Member wishes to share information with other Council Members, s/he should do so through the City Manager. The Council Member may request the City Manager distribute materials to others. The communication should not invite response to or discussion between any Council Members, including replies to the person making the distribution request. This should be considered a method for providing one-way information to other Council Members.

- If a Council Member wishes to address only one other Council Member through electronic means on any topic related to City business, s/he can do so directly, but should be mindful of the following:
 - o One-to-one communication is preferable.
 - o The recipient of an electronic message or inquiry should reply only to the sender, should not copy others on the reply and should not forward the original email to other Council Members.
 - o The sender of an electronic message should not forward or copy the recipient's reply to any other Council Member.
 - o If a Council Member receives an electronic communication from any source related to City business and distributed to multiple Council Members (i.e. an email sent to the entire council from a member of the public; or an email sent to three Council Members from a local business), s/he should reply only to the sender. The reply should not be copied to all on the original distribution or forwarded to any other Council Member.
- Council Members and City employees should discourage members of the public from replying or forwarding electronic communications with a Council Member about matters presently pending before the Council for official action to all Council Members. When communicating with members of the public via e-mail, Council Members and City employees should include the following disclaimer: "Open Meeting Law Notice: Please note that electronic communications about matters pending before Council for official action which directly or serially include at least three Council Members, including forwarding of e-mails or use of 'reply to all,' may be found to violate the Minnesota Open Meeting Law, and should be avoided."
- If a Council Member receives listserv distributions, electronic newsletters, or participates in electronic discussion forums where other Council Members are also likely to participate (such as chat rooms), the Council Member should not reply to any distribution or comment that could be considered deliberation on a matter presently pending before the Council that would foreseeably result in the taking of official Council action when that reply is copied to the entire distribution group, or any part of the group that might include other Council Members. In those situations, the Council Member should instead respond only to the sender of any message or inquiry.

1 VI. Classification and Retention of Electronic Communications

- 2
- 3 • Regardless of whether electronic communication by a Council Member is
- 4 taking place on a City-provided computer, home computer or other computer
- 5 system, classification of information as public, private or other is governed by
- 6 the Minnesota Government Data Practices Act (Minn. Stat. Chapt. 13) and
- 7 should be treated accordingly.
- 8
- 9 • Council Members should retain electronic communications in keeping with
- 10 City policies and procedures, whether such communication takes place on a
- 11 City-provided computer, home computer or other computer system.
- 12
- 13
- 14

RRM: #128183

From: Amy Ihlan [amy@briollaw.com]
Sent: Wednesday, February 18, 2009 10:15 AM
To: Bill Malinen
Cc: Chris Miller; Margaret Driscoll; *RVCouncil
Subject: Agenda Item Request -- Water Rate Structure
Attachments: Conservation Rate Structures.pdf

Dear Bill and Chris,

I have been continuing to get questions from residents about the recent changes to the water rate structure, and why homes that use less water will be seeing a greater increase in their bills than homes that use more water.

I did some research on state law requiring adoption of conservation rates, and I found the attached summary on the DNR website -- for the web page containing the document link here:
http://www.dnr.state.mn.us/waters/watermgmt_section/appropriations/eandc_plan.html

Our new water rate structure does not meet the DNR guidelines as explained in the attachment. See the discussion of "Increasing Block Rates" at the bottom of page one:

Increasing Block Rates: Cost per unit increases within specified "blocks" or volumes. The increase in cost between each block should be significant enough (25% or more and 50% between the last two steps) to encourage conservation.

Our new rate structure doesn't meet this standard because the increase between the steps isn't high enough. I believe this is true of both our residential and non-residential rates, so we need to revisit both. To meet the DNR's conservation rate guidelines, we need to significantly increase the rates for higher usage. Maybe we should also consider adding more "blocks" of water volumes with significant increases between them?

I would like to have this item (including the attached document from the DNR) on the council agenda as soon as possible.

Thank you,

Amy

Amy J. Ihlan
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(612)337-8410
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2/18/2009

Conservation Rates

Minnesota Statutes, section 103G.291, was amended in 2008 to include a requirement for public water suppliers serving more than 1,000 people to adopt a water rate structure that encourages conservation:

Minnesota Statutes, section 103G.291, subd. 4. **Conservation rate structure required.** (a) For the purposes of this section, "conservation rate structure" means a rate structure that encourages conservation and may include increasing block rates, seasonal rates, time of use rates, individualized goal rates, or excess use rates. The rate structure must consider each residential unit as an individual user in multiple-family dwellings.

(b) To encourage conservation, a public water supplier serving more than 1,000 people in the metropolitan area, as defined in section 473.121, subdivision 2, shall use a conservation rate structure by January 1, 2010. All remaining public water suppliers serving more than 1,000 people shall use a conservation rate structure by January 1, 2013.

(c) A public water supplier without the proper measuring equipment to track the amount of water used by its users, as of the effective date of this act, is exempt from this subdivision and the conservation rate structure requirement under subdivision 3, paragraph (c).

In addition, *Minnesota Statutes*, section 103G.291, was further amended to read:

Subd. 3. **Water supply plans; demand reduction.** (c) Public water suppliers serving more than 1,000 people must employ water use demand reduction measures, including a conservation rate structure, as defined in subdivision 4, paragraph (a), unless exempted under subdivision 4, paragraph (c). before requesting approval from the commissioner of health under section 144.383, paragraph (a), to construct a public water supply well or requesting an increase in the authorized volume of appropriation. Demand reduction measures must include evaluation of conservation rate structures and a public education program that may include a toilet and showerhead retrofit program.

Public water suppliers serving more than 1,000 residents will need to adopt a conservation rate structure before requesting well construction approval for a public water supply well or before requesting an increase in permitted volume for their water appropriation permit.

Examples of Conservation Rates:

Below are examples of rate structures that encourage conservation. Many variations and combinations of these examples are possible.

NOTE: Rate structures often include a service charge (base rate) and a volume based charge. Service charges may cover fixed costs (capital improvements) and the volume charge is often for operation and maintenance costs. Volume charges usually use units of 1,000 gallons or 100 cubic feet (748 gallons).

Increasing Block Rates: Cost per unit increases as water use increases within specified "blocks" or volumes. The increase in cost between each block should be significant enough (25% or more and 50% between the last two steps) to encourage conservation.

Example: 0-6,000 gallons = \$2.50/1000 gallons.
 6,000-12,000 gallons = \$3.15/1000 gallons.
 12,000-24,000 gallons = \$4.00/1000 gallons.
 Above 24,000 gallons = \$6.00/1000 gallons.

Seasonal Rates: The rate per unit increases in the summer to encourage the efficient use of water during peak demand periods caused by outdoor water uses. Seasonal rates can take the form of a surcharge added to the normal rate or a separate fee schedule for winter and summer periods.

Example: Surcharge method - \$1.00/1000 gallons is added on top of the regular fee schedule for all water use between May 1 and October 1.

Time of Use Rates: Water rates are higher at times of the day when water use demands are high. This rate requires specialized meters that can monitor water use during specified segments of time, for instance, every 15 minutes.

Example: Water rates are reduced by \$0.75 for customers that agree not to use water for certain purposes or over a set volume of water during certain times of the day or periods of high water demands.

Individualized Goal Rate (Water Budget Rate): A rate with tailored allocations developed for each customer. The rates increase as the allocation is used or exceeded by the customer. The allocation is generally based upon winter or January use.

Example: A family of four used 6,200 gallons in January. Summer use is higher than January use so a factor is applied to determine a summer allocation (1.5 x 6,200 gallons = 9,300 gallons).
0-6,000 gallons = \$2.50/1000 gallons.
6,000-9,300 gallons = \$2.75/1000 gallons.
9,300-18,600 gallons = \$4.00/1000 gallons. (Allocation is exceeded.)
Above 18,600 gallons = \$6.00/1000 gallons.

Excess Use Rates: Cost per unit increases greatly above an established level in order to trigger a strong price signal that discourages excessive use. This rate is similar to an increasing block rate but with much higher charges for the larger volume blocks.

Example: 0-6,000 gallons = \$2.50/1000 gallons
6,000-12,000 gallons = \$3.15/1000 gallons
12,000-24,000 gallons = \$5.00/1000 gallons (Excessive Use Rate)
Above 24,000 gallons = \$7.50/1000 gallons (Excessive Use Rate)

Multiple-Family Dwellings: Total water use in a multiple-family dwelling, which has only one water meter for the entire dwelling, may exceed that of a single-family dwelling. The statute does not require individual water meters for each residential unit within a multiple-family dwelling; however, the required conservation rate at which the multiple-family dwelling's water use is billed must consider the number of residential units within that multiple-family dwelling.

Example: A four-plex uses a total of 18,000 gallons per month or approximately 4,500 gallons per residential unit. Water use for each residential unit falls within the first block (0-6,000 gallons) of the above Excess Use Rate example. A rate of \$2.50/1000 gallons would apply up to a total use of 24,000 gallons for the multiple-family dwelling. Thereafter, the rate increases according to the rate schedule, always considering each residential unit as an individual user.

Non-conservation rate examples:

Declining (Decreasing) Block Rates: The cost per unit of water (cubic foot or gallon) decreases as the water use increases beyond the basic block. This rate structure provides no incentive to conserve because the cost of water per unit decreases with increased use.

Flat Rates: A set fee allows the use of an indefinite amount of water. This rate structure is used where water is unmetered and provides no incentive to conserve water because cost is unrelated to volume used.

Uniform Rates: The cost per unit is the same regardless of the volume used. This rate structure is considered conservation neutral.

Service Charge (Base Rate) that includes a Minimum Water Volume: The inclusion of a minimum volume of water in the service charge (base rate) discourages conservation especially if the minimum volume exceeds average customer usage.

Public Water Supply Plans

Public water suppliers that service more than 1,000 people are required to have a Water Supply Plan approved by the Department of Natural Resources (**Minnesota Statutes 103G.291**). These plans were first required in 1996 and must be updated every ten years. A template for the second generation of plans is available below along with a list of resources to help develop local plans.

In addition, all communities that have public water supplies in the Twin Cities Metropolitan Area are required to prepare water supply plans as part of their local comprehensive plans (**Minnesota Statutes 473.859**). Those communities should use the DNR Water Supply Plan materials to satisfy that requirement. See Metropolitan Council - **Water Supply Planning** for more information.

Water Supply Plan Template

Please download the template and save the document with a file name that identifies your community. The template is a form that can be completed electronically and requires information to be provided in specified boxes. If you have questions or problems down loading or using the template, please call 651-259-5703 or send an e-mail to wateruse@dnr.state.mn.us.

- **Plan Instructions and Checklist** (Microsoft Word ®)
- **Plan Template** (Microsoft Word ®)

Water Supply Plan approvals may also include approval for increased water volumes and for new wells that are planned over the ten year life of the plan. The request for ten year permit approvals as part of the Water Supply Plan is optional and would most likely benefit growing communities that anticipate large increases in water use or a number of new wells over the next ten years. To qualify for the ten year permit approval certain benchmarks or conservation measures are required along with adequate documentation on the need for increased water volumes and new wells. Your DNR Waters Area Hydrologist (see link below for a list) can assist with your questions about this permit option.

- **Benchmarks and Conservation Measures** [PDF](#)

Public water suppliers serving more than 1,000 people are now required to adopt a water rate structure that encourages conservation. The statutory language and time frame as well as water rate structures that are considered to be conservation rates are found in Minnesota Statutes, section 103G.291 subdivision 4. They are further described in **Conservation Rate Structures** for public water suppliers (MN DNR). Within the seven county metropolitan area these conservation rates must be in use by January 1, 2010. For the remainder of the state the conservation rates must be in use by January 1, 2013.

- **Conservation Rate Structures** [PDF](#)

Communities which have non-conserving rate structures need to explain their plan for implementing conservation rates including a time line. This should be explained in the **Water Supply Plan Template** under "Part III. WATER

CONSERVATION PLAN, Part B. 3. Conservation Water Rates" in the text box titled "Non-conserving Rate Structures".

Resources for Plan Development

The following items are resources that may be helpful for developing your Water Supply Plan:

- **List of Wells-Table 4(B) Attachment** (Microsoft Word ®)
- **Emergency Telephone List Template** (Microsoft Word ®)
- **Sample Ordinance** [PDF](#)
- **Reducing Peak Demands** [PDF](#)
- **Lawn Watering Tips** [PDF](#)
- **Customer Education Options** [PDF](#)
 - **Example: City of Elk River conservation education program**
- **Certification of Plan Adoption** (Microsoft Word ®)

Resources for Sustainability

The second generation of Water Supply Plans now incorporate the concept of sustainability. Sustainable water use is defined as the use of water for the needs of society, now and in the future, without unacceptable social, economic, or environmental consequences. Water withdrawals by public water suppliers and other users can impact natural resources and other water users. The potential for impacts must be considered when planning for development of new water sources or increased water withdrawals. The following list of resources can help determine the location of natural resources of special concern and the location of other water wells.

- **Ground Water Sustainability Defined and Examined** - General information about the **sustainable use** of ground water.
- **Trout Streams** - Minnesota Statutes (**103G.285, Subd. 5**) and Rules (**6115.0670, Subp. 3 B**) prohibit water withdrawals that impact designated trout streams. A list of designated trout streams is found in Minnesota Rules (**6264.0050, Subpart 4**).
- **Calcareous Fens** - These are unique wetlands that require an upwelling of groundwater similar to a spring to survive and can be impacted by groundwater withdrawals. These wetlands are protected under Minnesota Statutes (**103G.223**) from being wholly or partially degraded. A list of known calcareous fens is published in Department of Natural Resources Commissioner's Order **No. 05-001**.
- **Public Waters Inventory** - Public waters wetlands include all type 3, type 4, and type 5 wetlands (as defined in U.S. Fish and Wildlife Service Circular No. 39, 1971 edition) that are 10 acres or more in size in unincorporated areas or 2.5 acres or more in size in incorporated areas (see Minnesota Statutes Section **103G.005**). DNR Waters utilizes county-scale maps to show the general location of the public waters and public waters wetlands (lakes, wetlands, and watercourses) under its regulatory jurisdiction. These maps are commonly known as **Public Waters Inventory (PWI)** maps.
- **Wetland Conservation Act** - To retain the benefits of wetlands and reach the legislation's goal of no-net-loss of wetlands, the Wetland Conservation Act

requires anyone proposing to drain, fill, or excavate a wetland first to try to avoid disturbing the wetland; second, to try to minimize any impact on the wetland; and, finally, to replace any lost wetland acres, functions, and values. See: Board of Water and Soil Resources Wetland Conservation Act [information](#).

- **Mt. Simon-Hinckley Aquifer Guidance Paper** - The Mt. Simon-Hinckley aquifer is the deepest formation in the Twin City Metropolitan Area and is protected as a drinking water source. This aquifer can only be used as a potable water supply when there are no other alternatives and conservation measures are being implemented. See: Mt. Simon-Hinckley aquifer [Guidance Paper](#).
- **Observation Wells** - There are around 750 observation wells located around the state that may provide useful information on water level trends for aquifers in your area. Ground water level data are available [online](#).
- **Climate Data** - There are over 1400 volunteer precipitation observers located across Minnesota. Climate data may provide useful insights into water level trends in your area. Minnesota's climate data are available [online](#).
- **County Well Index** - The County Well Index can be use to identify wells located near a project area and can help determine potential for well interference problems. Please be aware that the County Well Index is not a complete list of wells and additional survey efforts may be necessary to identify all potential water supplies within a specified radius of a proposed production well. See: Department of Health - [County Well Index Online](#).

This web page is intended to provide information that will be useful for developing Water Supply Plans. If you have any suggestions or identify any problems, please contact us at 651-259-5703 or wateruse@dnr.state.mn.us. The DNR Waters [Area Hydrologist](#) for the county in which your community is located can also help with questions about plans.

Water Level Monitoring

Water Supply Plans may include actions for measuring water levels and reporting these to DNR Waters. Electronic forms for reporting the water level measurements from wells and surface water are available through the links below. Use these forms to record and save the water level measurements. Completed forms can be e-mailed to the DNR Data System Coordinator. Paper copies of these forms are available upon request.

- **[Ground Water Level Monitoring Spreadsheet](#)** 
e-mail completed form to: gwlevelcoordinator@dnr.state.mn.us
- **[Surface Water Level Monitoring Document](#)** 
e-mail completed form to: sandy.fecht@dnr.state.mn.us

Other Resources

Emergency Response

- **[Minnesota Rural Water Association](#)** - technical assistance and education
- **[American Water Works Association](#)** - publications and education
- **[Environmental Protection Agency](#)**

- **Water Security**
- **Source Water Protection**
- **Minnesota Department of Health**
 - **Division of Environmental Health**
 - **Office of Emergency Preparedness Drinking Water Protection**
- **Minnesota Department of Public Safety**
 - **Homeland Security and Emergency Management**
 - **Minnesota National Guard** - assistance with vulnerability assessments

Water Conservation

- **Metropolitan Council Water Conservation Information**
- **Water Conservation Toolbox: Programs for Water Suppliers**
(Metropolitan Council)
- **Water Conservation Toolbox: Tips and Practices for Conserving Water**
(Metropolitan Council)
- **Residential Water Conservation Information** - from the American Water Works Association (AWWA)
- **Residential Water Use Summary** - information on residential water use and water saving tips from the AWWA
- **AWWA Water Efficiency Clearinghouse - Waterwiser**
- **U.S. Bureau of Reclamation Water Conservation Learning Site - WaterLearn**
- **EPA Water Use Efficiency Program**
- **Conservation Measures for Water Supply Systems**

General

- **DNR Waters**
- **Metropolitan Council**
- **Department of Health**
- **Board of Soil and Water Resources**