



City Council Agenda

Monday, January 26, 2009

6:00 p.m.

City Council Chambers

(Times are Approximate)

- 6:00 p.m. **1. Roll Call**
- Voting & Seating Order for January: Roe; Johnson; Pust; Ihlan; Klausing
- 6:02 p.m. **2. Approve Agenda**
- 6:05 p.m. **3. Public Comment**
- 6:10 p.m. **4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report**
- a. Living Smarter Home and Garden Fair Update
- 6:15 p.m. **5. Recognitions, Donations, Communications**
- a. Recognition of NYFS President and CEO Kay Andrews
- 6:25.m. **6. Approve Minutes**
- a. Approve Minutes of January 12, 2009 Meeting
- 6:30 p.m. **7. Approve Consent Agenda**
- a. Approve Payments
- b. Adopt a Resolution Approving the Minnesota Brass' request for a Permit to Conduct Lawful Gambling Activities at Joe Senser's Restaurant, 2350 Cleveland Avenue
- c. Approve Parkview Center School's request for a One-day Lawful Gambling License to conduct a Raffle on March 27, 2009
- d. Approve HRA's Request for Temporary Signs for the Living Smarter Home and Garden Fair

- e. Approve General Purchases and Sale of Surplus Goods Exceeding \$5,000
- f. Adopt a Resolution for the Final Acceptance and Maintenance for Public Improvements Constructed for Moore's McCarrons Preserve Plat. (PF #3759)
- g. Adopt a Resolution Allowing Submission of a DEED Redevelopment Grant for the Har Mar Apartments Project
- h. Adopt a Resolution Allowing Submission of a DEED Redevelopment Grant for the Twin Lakes Redevelopment Area

6:40 p.m. **8. Consider Items Removed from Consent**

9. General Ordinances for Adoption

10. Presentations

11. Public Hearings

6:50 p.m. a. Public Hearing regarding Ordering the Improvement and Preparation of Plans and Specification for Reconstruction of Roselawn Avenue between Hamline and Victoria

7:20 p.m. b. Public Hearing regarding Imposition and Collection of Fees for the Housing Improvement Area of Westwood Village I

7:35 p.m. c. Public Hearing regarding Transfer of Off-sale Liquor License held by Cellars Wines & Spirits Roseville II to Roundy's (Rainbow Foods)

12. Business Items (Action Items)

7:50 p.m. a. Adopt a Resolution Ordering the Improvement and Preparation of Plans and Specification for Reconstruction of Roselawn Avenue between Hamline and Victoria

7:55 p.m. b. Adopt a Resolution Establishing the Imposition and Collection of Fees in the Housing Improvement Area of Westwood Village I

8:00 p.m. c. Approve the Transfer of the Off-sale Liquor License held by Cellars Wines & Spirits Roseville II to Roundy's

(Rainbow Foods)

- 8:05 p.m. d. Adopt a Resolution Granting Preliminary Approval of the 2030 Comprehensive Plan
- 8:20 p.m. e. Adopt a Resolution Approving an Interim Use Permit for Joel McCarthy (property owner) and Cent Ventures 2, for a portion of the property at 2750 Cleveland Avenue, based on the comments in Section 6 and the conditions of Section 7 of the project report dated January 26, 2009.
- 8:40 p.m. f. Approve a 4-Year Lease Extension for the Roseville License Center

13. Business Items – Presentations/Discussions

- 8:45 p.m. a. Discuss an Alternative Budgeting Process for 2010
- 9:05 p.m. b. Discuss and Call the City Council Strategic Planning Meeting
- 9:25 p.m. c. Discuss a Neighborhood and Diversity Commission

14. City Manager Future Agenda Review

15. Councilmember Initiated Items for Future Meetings

16. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Jan 27	6:30 p.m.	Public Works, Environment & Transportation Commission
Tuesday	Feb 3	6:30 p.m.	Parks & Recreation Commission
Wednesday	Feb 4	6:30 p.m.	Planning Commission
Monday	Feb 9	6:00 p.m.	City Council Meeting
Tuesday	Feb 10	7:00 p.m.	Human Rights Commission
Monday	Feb 16	-	Presidents' Day City Offices Closed
Tuesday	Feb 17	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Feb 18	6:30 p.m.	Ethics Commission
Monday	Feb 23	6:00 p.m.	City Council Meeting
Tuesday	Feb 24	6:30 p.m.	Public Works, Environment & Transportation Commission

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

Date: 1/26/09

Item: 4.a

Living Smarter

Home & Garden Fair

No Attachment



Kay Andrews Day February 5, 2009

Whereas: Kay Andrews began working as a family therapist at Northwest Youth and Family Services in 1976; and

Whereas: Kay Andrews was named Executive Director of NYFS on May 11, 1987 and named President and CEO on November 8, 2007; and

Whereas: Kay Andrews led NYFS from a small, narrowly-focused agency to a regional service provider with a wide range of valuable and necessary programs; and

Whereas: Kay Andrews led NYFS with enthusiasm, determination and concern for all; and

Whereas: Kay Andrews was President and CEO of Northwest Youth and Family Services; and

Whereas: Kay Andrews will leave NYFS a vibrant organization which serves thousands of Ramsey County residents and which enriches their lives.

Now, Therefore Be It Resolved, that the Roseville City Council recognizes and appreciates Kay Andrews for her dedicated leadership at Northwest Youth and Family Services.

Be It Further Resolved, that the City of Roseville hereby declare February 5, 2009, to be Kay Andrews Day in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, We have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 26th day of January 2009

Mayor Craig D. Klausing

Council Member Amy Ihlan

Council Member Jeff Johnson

Council Member Tammy L. Pust

Council Member Dan Roe

Date: 1/26/09

Item: 6.a

Minutes of 1/12/09

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 1/26/2009

Item No.: 7.a

Department Approval

City Manager Approval

Chris K. Miller

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$1,084,752.09
54041-54164	\$218,816.32
Total	\$1,303,568.41

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: mjenison

Printed: 01/20/2009 - 3:03 PM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	01/08/2009	General Fund	Operating Supplies	Sprint Store-ACH	Mini USB	34.15
0	01/08/2009	Recreation Fund	Office Supplies	Office Depot- ACH	Tickets	25.61
0	01/08/2009	Golf Course	Operating Supplies	Home Depot- ACH	Light Bulbs and Tree Wrap	50.83
0	01/08/2009	General Fund	Operating Supplies	EMP-ACH	LA Rescye 02 To Go Pro	111.02
0	01/08/2009	General Fund	Operating Supplies	Animal Care Equipment-ACH	Instant Release Pole	138.70
0	01/08/2009	General Fund	Use Tax Payable	Animal Care Equipment-ACH	Sales/Use Tax	-8.46
0	01/08/2009	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Clamps, Gluc	33.59
0	01/08/2009	Recreation Fund	Operating Supplies	Byerly's- ACH	CPR Supplies	3.72
0	01/08/2009	Recreation Fund	Operating Supplies	Target- ACH	Dance Supplies	73.16
0	01/08/2009	License Center	Office Supplies	Sony- ACH	UPXC Media	432.39
0	01/08/2009	License Center	Use Tax Payable	Sony- ACH	Sales/Use Tax	-26.39
0	01/08/2009	Recreation Fund	Operating Supplies	Funky Diva-ACH	Dance Costumes	192.44
0	01/08/2009	Info Tech/Contract Cities	North St. Paul Computer Equip	Network Solutions-ACH	Polarcast.com	199.90
0	01/08/2009	General Fund	Operating Supplies	Nelsons Cheese & Deli-ACH	Sandwiches	71.99
0	01/08/2009	General Fund	Operating Supplies	Byerly's- ACH	Bakery Items	19.06
0	01/08/2009	Recreation Fund	Office Supplies	Target- ACH	Calendar	2.11
0	01/08/2009	Recreation Fund	Office Supplies	Target- ACH	Calendar	2.14
0	01/08/2009	Recreation Fund	Operating Supplies	Walgreens-ACH	Sprouts Supplies	12.25
0	01/08/2009	General Fund	Training	Target- ACH	Use of Force Items	18.88
0	01/08/2009	Information Technology	Operating Supplies	Buy.com- ACH	Hard Drive	54.57
0	01/08/2009	Information Technology	Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-3.33
0	01/08/2009	General Fund	Operating Supplies	Michaels-ACH	Custom Floral	32.01
0	01/08/2009	License Center	Office Supplies	Walgreens-ACH	Battery	9.06
0	01/08/2009	General Fund	Operating Supplies	Target- ACH	Shells	21.34
0	01/08/2009	Storm Drainage	Operating Supplies	Menards-ACH	Mail Box Repair Items	23.81
0	01/08/2009	Recreation Fund	Operating Supplies	Menards-ACH	Ceiling Tile Supplies	50.57
0	01/08/2009	Storm Drainage	Operating Supplies	Menards-ACH	Mail Box Repair Items	29.87
0	01/08/2009	Storm Drainage	Operating Supplies	Menards-ACH	Credit	-21.33
0	01/08/2009	General Fund	Operating Supplies	Home Depot- ACH	Interrogation Room Items	20.55
0	01/08/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Shelf Supplies	19.21
0	01/08/2009	General Fund	Operating Supplies	Target- ACH	Clip Box	3.20
0	01/08/2009	General Fund	Training	TGI Friday's- ACH	Dinner During Training	165.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	01/08/2009	Recreation Fund	Professional Services	Designs for Dance-ACH	Dance Costumes	229.70
0	01/08/2009	General Fund	Training	Country Inn & Suites-ACH	Training Lodging	215.12
0	01/08/2009	General Fund	Operating Supplies	Minnetonka-ACH	Criminal Elements Book	297.08
0	01/08/2009	Recreation Fund	Operating Supplies	Michaels-ACH	Materials for Display	22.36
0	01/08/2009	Recreation Fund	Professional Services	Vertical Endeavors-ACH	Rock Climbing Field Trip	127.92
0	01/08/2009	General Fund	Office Supplies	Office Depot- ACH	Office Supplies	10.66
0	01/08/2009	Recreation Fund	Operating Supplies	Cheetah Auto Supply-ACH	Bull Handle	24.01
0	01/08/2009	General Fund	Operating Supplies	National Camera Exchange-ACH	Camera	187.85
0	01/08/2009	General Fund	Operating Supplies	Streicher's-ACH	Drug Test Kits	107.52
Check Total:						3,014.37
0	01/13/2009	Sanitary Sewer	Operating Supplies	Menards-ACH	Cleaners	23.94
0	01/13/2009	P & R Contract Maintenance	Operating Supplies	Home Depot- ACH	Rip Hammer	63.72
0	01/13/2009	Community Development	Training	Economic Dev. Asso MN-ACH	Training-Radel	30.00
0	01/13/2009	Recreation Fund	Operating Supplies	Pinatas.com-ACH	Pinatas	44.12
0	01/13/2009	Recreation Fund	Use Tax Payable	Pinatas.com-ACH	Sales/Use Tax	-2.69
0	01/13/2009	General Fund	Contract Maintenance Vehicles	Twin Cities Mack & Volvo-ACH	Repairs to Fire Engine 31	1,547.06
0	01/13/2009	Recreation Fund	Operating Supplies	Home Depot- ACH	Paint Supplies	33.24
0	01/13/2009	General Fund	Office Supplies	Target- ACH	Boxes	94.19
0	01/13/2009	General Fund	Conferences	U of M CCE Online-ACH	City Engineers Annual Conference	250.00
0	01/13/2009	General Fund	Contract Maintenance	UPS Store-ACH	Shipping Cost for Pager Repair	8.61
0	01/13/2009	Housing & Redevelopment A	Printing	Pro Print-ACH	Workshop Postcards	49.87
0	01/13/2009	Recreation Fund	Operating Supplies	Baja Sol-ACH	Taco Bar, Burritos	139.63
0	01/13/2009	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Tools	30.52
0	01/13/2009	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Beverages, Snacks	21.97
0	01/13/2009	Info Tech/Contract Cities	North St. Paul Computer Equip	Crescent Electric-ACH	SSnode Duplex	94.15
0	01/13/2009	General Fund	Vehicle Supplies	Group Mobile-ACH	Computer Equipment for Medic-3	64.00
0	01/13/2009	Equipment Replacement Fund	Other Improvements	Datalux Corp-ACH	CAD Computer Equipment for Medic 3	1,489.38
0	01/13/2009	General Fund	Contract Maintenance	BP Oil-ACH	Vehicle Wash for 910 Car	7.47
0	01/13/2009	General Fund	Operating Supplies	Olive Garden-ACH	Food for Dept. Leadership Academy	527.93
0	01/13/2009	Community Development	Operating Supplies	Nelsons Cheese & Deli-ACH	Food for Leadership Academy	230.95
0	01/13/2009	Police - DWI Enforcement	Professional Services	National Camera Exchange-ACH	Coolpix Kit	181.45
0	01/13/2009	General Fund	Operating Supplies	Circuit City-ACH	Recorders	666.06
0	01/13/2009	Recreation Fund	Operating Supplies	Nelsons Cheese & Deli-ACH	Food for Dept. Leadership Training	300.00
0	01/13/2009	Storm Drainage	Operating Supplies	USPS-ACH	Postage	11.60
0	01/13/2009	Storm Drainage	Operating Supplies	Suburban Ace Hardware-ACH	Leaf Program-Mailbox Down	51.21
0	01/13/2009	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Leaf Program-Mailbox Down	6.93
0	01/13/2009	Water Fund	Water Meters	North Hgts Hardware Hank-ACH	Goof Off	14.46
0	01/13/2009	Police - DWI Enforcement	Professional Services	O'Reilly Automotive-ACH	Worklight	26.68
0	01/13/2009	Housing & Redevelopment A	Operating Supplies	Made Products-ACH	Patrol Camera	57.90
0	01/13/2009	Housing & Redevelopment A	Use Tax Payable	Dune Craft-ACH	Tasty Herb Egg Micro Terrariums	214.59
0	01/13/2009	Sanitary Sewer	Operating Supplies	Dune Craft-ACH	Sales/Use Tax	-13.09
0	01/13/2009	Sanitary Sewer	Operating Supplies	Suburban Ace Hardware-ACH	Cleaner	7.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	01/13/2009	General Fund	Professional Services	Rainbow Foods-ACH	Food for Shift Work for Thanksgiving	56.28
0	01/13/2009	General Fund	Operating Supplies	Brueggers Bagels- ACH	Food for Shift Working Thanksgiving	16.21
0	01/13/2009	General Fund	Operating Supplies	Cub Foods- ACH	Food for Shift Working Thanksgiving	17.39
0	01/13/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Electrical Tape, Switch	7.25
0	01/13/2009	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Moulding Tool	14.21
Check Total:						6,384.65
0	01/14/2009	Internal Service - Interest	Investment Income	RVA- ACH	November Interest	1,503.11
0	01/14/2009	General Fund	211000 - Deferred Comp.	Great West- ACH	Payroll Deduction for 12/02 Payroll	10,102.13
0	01/14/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	Sales Tax Deposit for 12/02 Payroll	18,510.47
0	01/14/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 12/2 Payroll	28,338.84
0	01/14/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 12/2 Payroll	36,316.60
0	01/14/2009	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 12/02 Payroll	47,392.14
0	01/14/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 12/02 Payroll	22,934.30
0	01/14/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 12/02 Payroll	22,934.30
0	01/14/2009	General Fund	Motor Fuel	MN Dept of Revenue-ACH	November Fuel Tax	277.44
0	01/14/2009	Recreation Fund	Credit Card Fees	US Bank-ACH	November Card Terminal Charges	87.61
0	01/14/2009	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	November Card Terminal Charges	756.45
0	01/14/2009	Golf Course	Credit Card Fees	US Bank-ACH	November Card Terminal Charges	36.50
0	01/14/2009	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	November Card Terminal Charges	360.94
0	01/14/2009	General Fund	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	278.19
0	01/14/2009	General Fund	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	346.99
0	01/14/2009	Information Technology	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	12.51
0	01/14/2009	Info Tech/Contract Cities	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	1.42
0	01/14/2009	Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	2,187.10
0	01/14/2009	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	291.98
0	01/14/2009	P & R Contract Maintenance	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	59.34
0	01/14/2009	License Center	Sales Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	438.60
0	01/14/2009	Police Forfeiture Fund	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	6.63
0	01/14/2009	Police - DWI Enforcement	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	95.97
0	01/14/2009	Boulevard Landscaping	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	1.05
0	01/14/2009	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	42.54
0	01/14/2009	Sanitary Sewer	Use Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	9.74
0	01/14/2009	Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	21.62
0	01/14/2009	Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	1,089.48
0	01/14/2009	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	115.30
0	01/14/2009	Solid Waste Recycle	Sales Tax	MN Dept of Revenue-ACH	November Sales/Use Tax	-2.09
0	01/14/2009	Equipment Replacement	FunUse Tax Payable	MN Dept of Revenue-ACH	November Sales/Use Tax	447.63
0	01/14/2009	Water Fund	Water - Roseville	City of Roseville- ACH	November Water	68,149.35
0	01/14/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	Sales Tax Deposit for 12/16 Payroll	18,604.55
0	01/14/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 12/16 Payroll	28,450.78
0	01/14/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 12/16 Payroll	36,407.82
0	01/14/2009	General Fund	211000 - Deferred Comp.	Great West- ACH	Payroll Deduction for 12/16 Payroll	10,060.63

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	01/14/2009	General Fund	210000 - Direct Deposit	IRS EFTPS- ACH	Federal Tax Deposit for 12/16 Payroll	47,140.48
0	01/14/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 12/16 Payroll	22,589.09
0	01/14/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 12/16 Payroll	22,589.09
0	01/14/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 12/16 Payroll	41.52
0	01/14/2009	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	Sales Tax Deposit for 12/30 Payroll	19,867.94
0	01/14/2009	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 12/30 Payroll	28,591.15
0	01/14/2009	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 12/30 Payroll	36,519.09
0	01/14/2009	General Fund	211000 - Deferred Comp.	Great West- ACH	Payroll Deduction for 12/30 Payroll	2,500.00
0	01/14/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit For 12/30 Payroll	48.87
0	01/14/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit For 12/30 Payroll	48.87
0	01/14/2009	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit for 12/30 Payroll	50,831.73
0	01/14/2009	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit for 12/30 Payroll	22,571.61
0	01/14/2009	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit for 12/30 Payroll	22,571.61
0	01/14/2009	General Fund	Postage	Pinney Bowes - Monthly ACH	December Postage	3,000.00
0	01/14/2009	Workers Compensation	Parks & Recreation Claims	Berkley Risk- ACH	December Work Comp Claims	4,292.05
0	01/14/2009	Workers Compensation	Police Patrol Claims	Berkley Risk- ACH	December Work Comp Claims	253.12
0	01/14/2009	Workers Compensation	Street Department Claims	Berkley Risk- ACH	December Work Comp Claims	79.16
0	01/14/2009	Workers Compensation	Sewer Department Claims	Berkley Risk- ACH	December Work Comp Claims	230.11
0	01/14/2009	General Fund	Salaries - Regular	Berkley Risk- ACH	December Work Comp Claims	1,700.00
Check Total:						642,133.45
0	01/08/2009	Water Fund	St. Paul Water	City of St. Paul	Water Usage 10/31 - 11/26/08	198,440.62
0	01/08/2009	General Fund	Vehicle Supplies	MES, Inc.	Kochek 5", Coupler	81.37
0	01/08/2009	Sanitary Sewer	Sanitary Sewer	City of Maplewood	Sanitary Sewer, Storm Drainage 4th Qtr	17,191.17
0	01/08/2009	Storm Drainage	Storm Drainage Fees	City of Maplewood	Sanitary Sewer, Storm Drainage 4th Qtr	2,515.71
0	01/08/2009	General Fund	211403 - Day Care Expense Ded.	NCBERS Life Ins#7258500	Dependent Care Reimbursement	384.56
0	01/08/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	4,500.00
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	432.24
0	01/08/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	73.80
0	01/08/2009	General Fund	210501 - PERA Life Ins. Ded.	Steve Zweber	Deduction from December 08 Payroll	80.00
0	01/08/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	2,108.45
0	01/08/2009	General Fund	Contract Maintenance		Internet to Monitor Weather	85.35
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	2,500.00
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.	Jeanne Kelsey	Flexible Benefit Reimbursement	705.54
0	01/08/2009	General Fund	211403 - Day Care Expense Ded.		Dependent Care Reimbursement	134.50
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	106.28
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	175.69
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.	Jeanne Kelsey	Reimbursement for Supplies	102.97
0	01/08/2009	Housing & Redevelopment A	Transportation		Reimbursement for Supplies	28.00
0	01/08/2009	Housing & Redevelopment A	Contractor Payments		Reimbursement for Supplies	21,969.57
0	01/08/2009	Street Construction	Contractor Payments		Streets, Sewer Work	899.21
0	01/08/2009	Storm Drainage	Contractor Payments	MIDWEST ASPHALT CORP	Streets, Sewer Work	
0	01/08/2009	Storm Drainage	Contractor Payments	MIDWEST ASPHALT CORP	Streets, Sewer Work	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	01/08/2009	Sanitary Sewer	Contract B - Contractors Pay	MIDWEST ASPHALT CORP	Steets, Sewer Work	192.50
0	01/08/2009	Street Construction	Contractor Payments	MIDWEST ASPHALT CORP	Steets, Sewer Work	33,647.53
0	01/08/2009	Water Fund	Other Improvements	MIDWEST ASPHALT CORP	Steets, Sewer Work	46.76
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	134.44
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	124.40
0	01/08/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	423.00
0	01/08/2009	General Fund	Operating Supplies	City of St. Paul	Asphalt from City Asphalt Plant	106.61
0	01/08/2009	Water Fund	Operating Supplies	City of St. Paul	Asphalt from City Asphalt Plant	319.82
0	01/08/2009	General Fund	Contract Maintenance	City of St. Paul	Wireless CAD System	675.00
0	01/08/2009	General Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services-Nov 2008	11,306.24
0	01/08/2009	General Fund	Professional Services	Ratwik, Roszak & Maloney, PA	Legal Services-Nov 2008	312.00
0	01/08/2009	General Fund	Memberships & Subscriptions	Roseville Visitor's Assoc	Hospitality Awards	17.00
0	01/08/2009	General Fund	Transportation	Steve Zweber	Mileage Reimbursement	334.62
0	01/08/2009	General Fund	Clothing	Steve Radtke	Boots Per Union Contract	95.00
0	01/08/2009	Information Technology	Transportation	Douglas Barber	Mileage Reimbursement	148.01
0	01/08/2009	Information Technology	Transportation	Aaron Seeley	Mileage Reimbursement	380.25
0	01/08/2009	Information Technology	Transportation	Terrc Heiser	Mileage Reimbursement	303.03
0	01/08/2009	General Fund	Transportation	Brenda Davitt	Mileage Reimbursement	96.24
0	01/08/2009	Recreation Fund	Transportation	Rick Schultz	Mileage Reimbursement	82.48
0	01/08/2009	General Fund	Transportation	Tim Pratt	Mileage Reimbursement	186.03
0	01/08/2009	Community Development	Operating Supplies	St. Paul Stamp Works, Inc.	Notary Stamp	38.71
0	01/08/2009	General Fund	Operating Supplies	North Heights Hardware Hank	Battery	3.18
0	01/08/2009	General Fund	Operating Supplies	North Heights Hardware Hank	Fasteners, Anchors, Nails	6.79
0	01/08/2009	TIF District #17-Twin Lakes	Professional Services	WSB & Associates, Inc.	Twin Lakes AUAR Infrastructure	70,512.25
0	01/08/2009	General Fund	Professional Services	Jensen, Bell, Converse & Erick	Legal Services Through 11/30/08	11,391.20
0	01/08/2009	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Quarterly Service	106.75
0	01/08/2009	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Quarterly Service	73.55
0	01/08/2009	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	Quarterly Service	107.25
0	01/08/2009	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Quarterly Service	1,913.40
0	01/08/2009	General Fund	Use Tax Payable	Yale Mechanical, LLC	Fall Maintenance Inspection	-22.65
0	01/08/2009	General Fund	Contract Maint.- Old City Hall	Yale Mechanical, LLC	Sales/Use Tax	1,004.05
0	01/08/2009	General Fund	Use Tax Payable	Yale Mechanical, LLC	Sales/Use Tax	-0.55
0	01/08/2009	General Fund	Op Supplies - City Hall	Yale Mechanical, LLC	Sales/Use Tax	345.10
0	01/08/2009	General Fund	Contract Maint. - City Hall	Eagle Clan Enterprises, Inc	White Rolls, Toilet Tissue	643.73
0	01/08/2009	General Fund	Use Tax Payable	Green View Inc.	Public Works Building Cleaning	-39.28
Check Total:						387,529.47
0	01/14/2009	Recreation Fund	Vehicle Supplies	R & R Specialties Inc	Impeller, Valve	129.24
0	01/14/2009	General Fund	Professional Services	Samba Holdings Inc	Driver Records	23.43
0	01/14/2009	General Fund	Use Tax Payable	Samba Holdings Inc	Sales/Use Tax	-1.43
0	01/14/2009	General Fund	Vehicle Supplies	Force America	Auger Feedback Cable	143.71
0	01/14/2009	General Fund	Vehicle Supplies	Force America	Supervisor Key	31.11
0	01/14/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	214.33

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	01/14/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2008 Blanket PO for Vehicle Repairs	120.76
0	01/14/2009	Recreation Fund	Transportation	Jill Anlang	Mileage Reimbursement	298.35
0	01/14/2009	Information Technology	Transportation	Mark Mayfield	Mileage Reimbursement	232.83
0	01/14/2009	Recreation Fund	Professional Services	Rebecca Fandrich	Assistant Dance Instructor	7.00
0	01/14/2009	Golf Course	Operating Supplies	Nicole Dietman	Reimbursement for Clubhouse Supplies	17.34
0	01/14/2009	Recreation Fund	Professional Services	Alaina Bean	Assistant Dance Instructor	38.00
0	01/14/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	600.00
0	01/14/2009	General Fund	Tuition Reimbursement	Jan Rosemeyer	Tuition Reimbursement	677.86
0	01/14/2009	Internal Service - Interest	Investment Income	M&J Marshall & Ilsley Bank	Safekeeping Charges Dec 2008	509.24
0	01/14/2009	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections-Dec 2008	3,417.00
0	01/14/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	47.77
0	01/14/2009	General Fund	211402 - HCMA - Medical Exp.		Flexible Benefit Reimbursement	281.15
0	01/14/2009	General Fund	Vehicle Supplies	Rigid Hitch Incorporated	2008 Blanket PO for Vehicle Repairs	50.99
0	01/14/2009	General Fund	Operating Supplies	Applied Concepts, Inc.	Antenna Cable	92.12
0	01/14/2009	General Fund	Contract Maintenance	Applied Concepts, Inc.	Antenna	29.29
0	01/14/2009	General Fund	Contract Maintenance Vehicles	Midway Ford Co	2008 Blanket PO for Vehicle Repairs	815.64
0	01/14/2009	General Fund	Vehicle Supplies	Kath Fuel Oil Service, Inc.	Fuel, Oil	526.38
0	01/14/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	-43.51
0	01/14/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	80.64
0	01/14/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	44.61
0	01/14/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	49.87
0	01/14/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	12.61
0	01/14/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	213.51
0	01/14/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2008 Blanket PO for Vehicle Repairs	109.22
0	01/14/2009	Contracted Engineering Svcs	Operating Supplies	3D Specialties	Telespar 12ga	245.37
0	01/14/2009	General Fund	Utilities	Xcel Energy	Fire #3	2,936.54
0	01/14/2009	Recreation Fund	Utilities	Xcel Energy	Nature Center	1,048.99
0	01/14/2009	P & R Contract Maintenance	Utilities	Xcel Energy	P & R	94.45
0	01/14/2009	License Center	Utilities	Xcel Energy	Motor Vehicle	720.48
0	01/14/2009	Water Fund	Utilities	Xcel Energy	2501 Fairview/Water Tower	296.63
0	01/14/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	61.21
0	01/14/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	26.76
0	01/14/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	17.01
0	01/14/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	16.92
0	01/14/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	175.15
0	01/14/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	32.92
0	01/14/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	31.31
0	01/14/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	1,571.51
0	01/14/2009	Recreation Fund	Contract Maintenance	Northern Air Corp	Tuned Boiler, Tested Operation	111.97
0	01/14/2009	P & R Contract Maintenance	Operating Supplies	MTI Distributing, Inc.	Cover ASM	76.20
0	01/14/2009	P & R Contract Maintenance	Operating Supplies	MTI Distributing, Inc.	Wiper Arm	104.42
0	01/14/2009	General Fund	Vehicle Supplies	MTI Distributing, Inc.	2008 Blanket PO for Vehicle Repairs	140.19
0	01/14/2009	Recreation Fund	Operating Supplies	Grainger Inc	Safety Glasses	52.88
0	01/14/2009	Recreation Fund	Operating Supplies	Grainger Inc	Ballast Electronic, Drilling Screw	477.65
0	01/14/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Roll Towels, Black Liners	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	01/14/2009	General Fund	Vehicle Supplies	Cushman Motor Co Inc	2008 Blanket PO for Vehicle Repairs	195.47
0	01/14/2009	Information Technology	Computer Equipment	Software House Int'l Inc	Office Licenses	1,634.78
0	01/14/2009	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2008 Blanket PO for Vehicle Repairs	158.50
0	01/14/2009	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2008 Blanket PO for Vehicle Repairs	4.49
0	01/14/2009	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2008 Blanket PO for Vehicle Repairs	59.24
0	01/14/2009	General Fund	Contract Maintenance	Palen Kimball Co, LLC	Maintenance Repair	2,442.30
0	01/14/2009	Recreation Fund	Contract Maintenance	Green View Inc.	Ice Arena Cleaning	2,132.02
0	01/14/2009	Recreation Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-130.12
0	01/14/2009	Information Technology	Contract Maintenance	Berbee Info Networks, Inc.	Anti-Spam, Anti-Virus	1,120.88
Check Total:						24,625.18
0	01/15/2009	Telephone	Telephone	FSH Communications-LLC	Payphone Advantage	63.20
0	01/15/2009	Water Fund	Professional Services	Radix Corporation	Software Support Fee-Jan 2009	93.33
0	01/15/2009	Water Fund	Use Tax Payable	Radix Corporation	Sales/Use Tax	-5.70
0	01/15/2009	Water Fund	Professional Services	Radix Corporation	Software Support Fee-Feb 2009	93.33
0	01/15/2009	Water Fund	Use Tax Payable	Radix Corporation	Sales/Use Tax	-5.70
0	01/15/2009	Telecommunications	Operating Supplies	Tim Pratt	Reimbursement for Headphone Pads	5.86
0	01/15/2009	Housing & Redevelopment	ATraining	Jeanne Kelsey	Reimbursement for Supplies	45.00
0	01/15/2009	Housing & Redevelopment	ATraining	Jeanne Kelsey	Reimbursement for Supplies	48.00
0	01/15/2009	Housing & Redevelopment	ATraining	Jeanne Kelsey	Reimbursement for Supplies	99.00
0	01/15/2009	Equipment Replacement	FunRental - Copier Machines	Ricoh Customer Finance Corp	Copier at Public Works	471.46
0	01/15/2009	General Fund	FunRental - Deferred Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 01/13/09 Payroll	5,514.18
0	01/15/2009	General Fund	211000 - Union Dues Deduction	Local Teamsters #320	Payroll Deduction for 1/13 Union Dues	553.24
0	01/15/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent -Feb 2009	1,700.00
0	01/15/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent -Feb 2009	2,500.00
0	01/15/2009	General Fund	211402 - HCMA - Medical Exp.	Richard Wahtera	Flexible Benefit Reimbursement	484.77
0	01/15/2009	General Fund	Operating Supplies	Catco Parts & Service Inc	Parking Reimbursement	10.00
0	01/15/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Clevis Long Stroke	220.65
0	01/15/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Credit	-93.71
0	01/15/2009	General Fund	Professional Services	City of St. Paul	Complete 3" L/S	240.90
0	01/15/2009	General Fund	Vehicle Supplies	Factory Motor Parts	Wireless and RMS Services-Jan 2009	4,358.00
0	01/15/2009	General Fund	Vehicle Supplies	Factory Motor Parts	Brake Shoes	118.12
0	01/15/2009	General Fund	Professional Services	Quicksilver Express Courier	Brake Rotor	180.26
0	01/15/2009	License Center	Printing	Greenhaven Printing	Delivery Service	151.62
0	01/15/2009	Telecommunications	Use Tax Payable	Greenhaven Printing	Jan/Feb Newsletter	4,340.27
0	01/15/2009	Information Technology	Contract Maintenance	Electro Watchman, Inc.	Sales/Use Tax	-264.89
Check Total:						143.78
54041	01/08/2009	General Fund	Professional Services	AJ Fortliti Photography	Business Session	37.27

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54042	01/08/2009	General Fund	Training	Allina Hospitals & Clinics	Training	37.27
					Check Total:	200.00
54043	01/08/2009	Water Fund	Other Improvements	Bituminous Roadways Inc	Time & Material Paver Patching	200.00
					Check Total:	9,708.00
54044	01/08/2009	General Fund	Operating Supplies	Centro Print Solutions	W2 Forms	274.83
54044	01/08/2009	General Fund	Use Tax Payable	Centro Print Solutions	Sales/Use Tax	-16.77
					Check Total:	258.06
54045	01/08/2009	General Fund	Contract Maintenance Vehicles	Clarey's Safety Equipment Inc	Mobile Truck Repairs	5,035.67
54045	01/08/2009	General Fund	Contract Maintenance Vehicles	Clarey's Safety Equipment Inc	Mobile Truck Repairs	2,497.30
					Check Total:	7,532.97
54046	01/08/2009	General Fund	Contract Maintenance Vehicles	Concept Financial Group	Tank Repair	1,162.50
					Check Total:	1,162.50
54047	01/08/2009	Water Fund	Water Meters	Dakota Supply Group	Water Meter Supplies	1,006.88
					Check Total:	1,006.88
54048	01/08/2009	General Fund	Professional Services	Employer's Association Inc	Pay Equity Project	260.00
					Check Total:	260.00
54049	01/08/2009	General Fund	Career Development Training	Ted Fish	Tuition Reimbursement	616.40
					Check Total:	616.40
54050	01/08/2009	Water Fund	Operating Supplies	Graphic Resources	Utility Billing Envelopes	941.46
54050	01/08/2009	Storm Drainage	Operating Supplies	Graphic Resources	Utility Billing Envelopes	941.46
54050	01/08/2009	Sanitary Sewer	Operating Supplies	Graphic Resources	Utility Billing Envelopes	941.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54051	01/08/2009	Recreation Fund	Professional Services	Callie Keeney	Check Total: New Year's Eve Event	2,824.38 70.00
54052	01/08/2009	General Fund	Training	League of MN Cities	Check Total: Reducing Energy costs in Local Govt.	70.00 40.00
54053	01/08/2009	Golf Course	Operating Supplies	Leitner Co	Check Total: 12 Yards 80-20	40.00 644.11
54054	01/08/2009	Workers Compensation	Insurance	MN Dept of Labor and Industry	Check Total: Special Comp Fund Assessment	644.11 1,792.00
54055	01/08/2009	General Fund	Contract Maint. - City Hall	Overhead Door Co of the Northl	Check Total: Garage Door Repair	1,792.00 1,108.84
54056	01/08/2009	General Fund	Conferences	Greg Peterson	Check Total: Mileage, Meal Reimbursement	1,108.84 87.90
54057	01/08/2009	General Fund	Op Supplies - City Hall	The Retrofit Companies Inc	Check Total: Lamps	87.90 201.45
54058	01/08/2009	Recreation Fund	Professional Services	Melissa Schuler	Check Total: Assistant Dance Instructor	201.45 22.75
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Check Total: Life Insurance Premium for Jan 2009	22.75 26.40
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	44.00
54059	01/08/2009	Information Technology	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	52.80
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	26.40
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	26.40
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	26.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	413.60
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	52.80
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	79.20
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	70.40
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	17.60
54059	01/08/2009	Telecommunications	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	8.80
54059	01/08/2009	Solid Waste Recycle	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	8.80
54059	01/08/2009	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	52.80
54059	01/08/2009	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	8.80
54059	01/08/2009	P & R Contract Maintenance	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	61.60
54059	01/08/2009	Recreation Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	44.00
54059	01/08/2009	General Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	17.60
54059	01/08/2009	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	52.80
54059	01/08/2009	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	17.60
54059	01/08/2009	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	17.60
54059	01/08/2009	Community Development	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	8.80
54059	01/08/2009	License Center	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	96.80
54059	01/08/2009	Sanitary Sewer	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	35.20
54059	01/08/2009	Water Fund	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	44.00
54059	01/08/2009	Golf Course	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	8.80
54059	01/08/2009	Golf Course	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	8.80
54059	01/08/2009	Storm Drainage	Employer Insurance	Standard Insurance Company	Life Insurance Premium for Jan 2009	26.40
54059	01/08/2009	General Fund	210500 - Ramsey Co. Life Ins.	Standard Insurance Company	Life Insurance Premium for Jan 2009	1,617.88
Check Total:						2,973.08
54060	01/08/2009	Community Development	Vehicle Supplies	Suburban Ace Hardware	Sand	19.14
Check Total:						19.14
54061	01/08/2009	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Tires	1,202.49
Check Total:						1,202.49
54062	01/08/2009	Water Fund	Operating Supplies	T. A. Schifsky & Sons, Inc.	Base Asphalt	1,172.99
Check Total:						1,172.99
54063	01/08/2009	General Fund	Miscellaneous	Telemetry & Process Controls,	Oval Ammonia Alarm Upgrade	4,260.00
Check Total:						4,260.00
54064	01/08/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Cut Grass at 1473 W Woodlynn	69.22

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54064	01/08/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Cut Grass at 2851 N Fernwood	69.22
54064	01/08/2009	HRA Property Abatement Pr	Payments to Contractors	TMR Quality Lawn Service	Cut Grass at 2904 N Sheldon	69.22
					Check Total:	207.66
54065	01/08/2009	Water Fund	Professional Services	Water Conservation Service, In	Watermain Service	1,725.86
					Check Total:	1,725.86
54066	01/14/2009	General Fund	Vehicle Supplies	Batteries Plus, Inc.	Battery Pack	29.29
					Check Total:	29.29
54067	01/14/2009	General Fund	Contract Maintenance Vehicles	Boyer Trucks, Corp.	2008 Blanket PO for Vehicle Repairs	350.61
					Check Total:	350.61
54068	01/14/2009	Contracted Engineering Svcs	Operating Supplies	Brown Traffic Products	Solar Ped. Beacon	2,234.37
					Check Total:	2,234.37
54069	01/14/2009	General Fund	Clothing	Cintas Corporation #470	Uniform Cleaning	33.20
54069	01/14/2009	P & R Contract Maintenance	Clothing	Cintas Corporation #470	Uniform Cleaning	2.66
					Check Total:	35.86
54070	01/14/2009	General Fund	Contract Maintenance	Comcast Cable	Cable Television	4.69
					Check Total:	4.69
54071	01/14/2009	Recreation Improvements	Dale Street Bridge Capital	Custom Manufacturing, Inc.	Central Park Dale Street Bridge Replacem	27,113.75
54071	01/14/2009	Recreation Improvements	Use Tax Payable	Custom Manufacturing, Inc.	Sales/Use Tax	-197.50
					Check Total:	26,916.25
54072	01/14/2009	General Fund	Operating Supplies	Deluxe Business Forms	1099 Forms	121.94
					Check Total:	121.94
54073	01/14/2009	General Fund	Operating Supplies	Fitzco Inc	Evidence/Property Pack	51.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54074	01/14/2009	General Fund	Contract Maintenance Vehicles	GCR Truck Tire Centers	2008 Blanket P for Vehicle Repairs	51.66
					Check Total:	470.67
54075	01/14/2009	General Fund	Vehicle Supplies	H & L Mesabi	2008 Blanket PO for Vehicle Repairs	470.67
					Check Total:	477.34
54076	01/14/2009	General Fund	Operating Supplies	Mary Haradon	Repair Intentionally Damaged Lights	477.34
					Check Total:	119.76
54077	01/14/2009	General Fund	Training	Honeybaked Ham Company	Lunches	187.20
54077	01/14/2009	General Fund	Training	Honeybaked Ham Company	Lunches	88.20
54077	01/14/2009	General Fund	Training	Honeybaked Ham Company	Lunches	162.86
54077	01/14/2009	General Fund	Training	Honeybaked Ham Company	Lunches	141.73
					Check Total:	579.99
54078	01/14/2009	General Fund	Career Development Training	Ken Hopkins	Tuition Reimbursement	616.40
					Check Total:	616.40
54079	01/14/2009	Recreation Fund	Operating Supplies	Ice Skating Institute	Patches	8.21
54079	01/14/2009	Recreation Fund	Use Tax Payable	Ice Skating Institute	Sales/Use Tax	-0.50
					Check Total:	7.71
54080	01/14/2009	General Fund	Clothing	Inventory Trading Company	Uniform-Griffin	40.00
					Check Total:	40.00
54081	01/14/2009	Building Improvements	MN Grant Professional Svcs	Karges-Faulkonbridge, Inc.	Arena Chiller	45.00
					Check Total:	45.00
54082	01/14/2009	Equipment Replacement	FunRental - Copier Machines	Konica Minolta Business Soluti	Copy Charges	1,501.76

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54083	01/14/2009	General Fund	Operating Supplies	Language Line Services	Check Total: Interpreter Service	1,501.76 24.97
54084	01/14/2009	Risk Management	Public Works Admin. Claims	League of MN Cities Ins Trust	Check Total: LMCIT Claim # 1106644J	24.97 5,370.29
54085	01/14/2009	Community Development	Advertising	Lillie Suburban Newspaper Inc	Check Total: Notices	5,370.29 7.88
54085	01/14/2009	General Fund	Advertising	Lillie Suburban Newspaper Inc	Notices	71.84
54086	01/14/2009	General Fund	Vehicle Supplies	Little Falls Machine	Check Total: Comp-Spring	79.72 191.81
54087	01/14/2009	General Fund	Vehicle Supplies	M & M HYDRAULIC	Check Total: Coupler, Nipple, Elbow	191.81 79.87
54088	01/14/2009	P & R Contract Maintenance	Operating Supplies	M/A Associates	Check Total: Black Liners	79.87 289.85
54089	01/14/2009	Recreation Fund	Operating Supplies	MIDC Enterprises	Check Total: PVC Pipe, Solvent	289.85 80.26
54090	01/14/2009	Recreation Fund	Professional Services	Megan Miner	Check Total: Assistant Dance Instructor	80.26 24.00
54091	01/14/2009	Recreation Fund	Memberships & Subscriptions	MN Dept of Labor and Industry	Check Total: Elevator Operating Permit	24.00 100.00
54092	01/14/2009	General Fund	Medical Services	Multicare Associates	Check Total: Hepatitis B Surface Antibody	100.00 53.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54093	01/14/2009	General Fund	Contract Maint. - City Hall	Nitti Sanitation Inc.	Monthly Service	53.00
54093	01/14/2009	General Fund	Contract Maintenance	Nitti Sanitation Inc.	Monthly Service	153.00
54093	01/14/2009	General Fund	Contract Maint. - City Garage	Nitti Sanitation Inc.	Monthly Service	88.40
54093	01/14/2009	General Fund	Contract Maintenance	Nitti Sanitation Inc.	Monthly Service	275.40
54093	01/14/2009	Golf Course	Contract Maintenance	Nitti Sanitation Inc.	Monthly Service	54.40
54093	01/14/2009	Recreation Fund	Contract Maintenance	Nitti Sanitation Inc.	Monthly Service	108.80
54093	01/14/2009	P & R Contract Maintenance	Contract Maintenance	Nitti Sanitation Inc.	Monthly Service	224.40
					Check Total:	516.80
54094	01/14/2009	Recreation Fund	Vehicle Supplies	Northern Power Products Inc.	Governor ASSY	1,421.20
					Check Total:	394.05
54095	01/14/2009	General Fund	Operating Supplies	Petco Animal Supplies, Inc.	K-9 Food	394.05
					Check Total:	161.14
54096	01/14/2009	Recreation Fund	Contract Maintenance	Printers Service Inc	Knife Sharpening	161.14
					Check Total:	298.00
54097	01/14/2009	Telephone	NSCC Telephone	Qwest	Telephone Service	298.00
54097	01/14/2009	Telephone	Telephone	Qwest	Telephone Service	179.57
					Check Total:	333.66
54098	01/14/2009	General Fund	Professional Services	Ramsey County	Fleet Support Fee Nov/Dec 2008	513.23
54098	01/14/2009	General Fund	Training	Ramsey County	Handgun Incident Weather Exercise	686.40
					Check Total:	90.00
54099	01/14/2009	General Fund	Operating Supplies	Rapit Printing	Administrative Offense Tickets	776.40
					Check Total:	1,670.84
54100	01/14/2009	Recreation Fund	Operating Supplies	Reflections Printing Inc.	Dashboard Graphics	891.41
54100	01/14/2009	Recreation Fund	Operating Supplies	Reflections Printing Inc.	Hockey Board Signs	596.40

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54110	01/14/2009	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Handle	23.62
54110	01/14/2009	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Industrial Cyls	18.54
					Check Total:	81.04
54111	01/14/2009	General Fund	Vehicle Supplies	Tousley Ford Inc	2008 Blanket PO for Vehicle Repairs	97.66
54112	01/14/2009	General Fund	Vehicle Supplies	Truck Utilities Mfg Co.	Cutting Edge Bolt	97.66
					Check Total:	194.92
54113	01/14/2009	General Fund	Professional Services	USA Mobility Wireless, Inc.	Tactical Tea	117.14
					Check Total:	117.14
54114	01/14/2009	Recreation Fund	Operating Supplies	Wheeler Hardware Company	Penko Sweep	42.92
					Check Total:	42.92
54115	01/14/2009	General Fund	Vehicle Supplies	Zahl Petroleum Maintenance Co	Curb Pump Hose	54.58
					Check Total:	54.58
54117	01/15/2009	Community Development	Memberships & Subscriptions	10,000 Lakes Chapter	Chapter Membership	100.00
					Check Total:	100.00
54118	01/15/2009	General Fund	Operating Supplies	Abrams & Schmidt	Critical Incidents Class-Rosand	250.00
					Check Total:	250.00
54119	01/15/2009	Community Development	Electrical Permits	Affordable Electric	Electrical Permit Refund	50.00
					Check Total:	50.00
54120	01/15/2009	Community Development	Memberships & Subscriptions	AMBO	2009 Membership	100.00
					Check Total:	100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54121	01/15/2009	General Fund	Contract Maintenance Vehicles	Boyer Sterling Trucks Inc	Vee Belt	97.78
					Check Total:	97.78
54122	01/15/2009	Sanitary Sewer	Accounts Payable	LEO CALLAHAN	Refund check	12.18
54122	01/15/2009	Water Fund	Accounts Payable	LEO CALLAHAN	Refund check	1.01
					Check Total:	13.19
54123	01/15/2009	Community Development	Training	CCE Registration #18200	Building Officials Conference	425.00
					Check Total:	425.00
54124	01/15/2009	General Fund	Operating Supplies	City of Brooklyn Park	Team Building-Rosand, Levendoski	300.00
54124	01/15/2009	General Fund	Training	City of Brooklyn Park	Customer Service-PD Office Staff	200.00
					Check Total:	500.00
54125	01/15/2009	Telecommunications	Professional Services	CivicPlus	Annual Fee 2009	6,000.00
					Check Total:	6,000.00
54126	01/15/2009	General Fund	Operating Supplies	Coffee Mill, Inc.	Coffee Supplies	294.96
					Check Total:	294.96
54127	01/15/2009	Community Development	Training	Donald Salverda & Associates	Effective Management Class-Paschke	600.00
					Check Total:	600.00
54128	01/15/2009	Community Development	Conferences	Ehlers & Associates, Inc.	Public Finance Seminar-Trudgeon	235.00
					Check Total:	235.00
54129	01/15/2009	General Fund	Operating Supplies	EMP	Nitrile Gloves	265.07
					Check Total:	265.07
54130	01/15/2009	General Fund	Memberships & Subscriptions	FBINAA Northwest Chapter	2009 Chapter Dues-Mathwig	75.00
54130	01/15/2009	General Fund	Memberships & Subscriptions	FBINAA Northwest Chapter	2009 Chapter Dues-Sletner	75.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54131	01/15/2009	Community Development	Deposits	Gilbert & Sons	Check Total: Construction Deposit Refund	150.00 400.00
54132	01/15/2009	Recreation Fund	Operating Supplies	Douglas Hefti	Check Total: Cribbage League Prizes	400.00 50.00
54133	01/15/2009	Community Development	Deposits	Homes By J Brown	Check Total: Const. Deposit Refund-1312 Oakcrest	50.00 400.00
54133	01/15/2009	Community Development	Deposits	Homes By J Brown	Const. Deposit Refund-1320 Oakcrest	400.00
54133	01/15/2009	Community Development	Deposits	Homes By J Brown	Const. Deposit Refund-1332 Oakcrest	400.00
54134	01/15/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	Check Total: 401a Malinen-Employer Portion	1,200.00 309.50
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	Check Total: High Deductable Savings-Jan 2009	309.50 620.00
54135	01/15/2009	Information Technology	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	725.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	200.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	4,325.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	333.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	200.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	600.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	525.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	265.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	125.00
54135	01/15/2009	Telecommunications	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	253.00
54135	01/15/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	495.00
54135	01/15/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	200.00
54135	01/15/2009	P & R Contract Maintenance	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	415.00
54135	01/15/2009	Recreation Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	491.00
54135	01/15/2009	General Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	90.00
54135	01/15/2009	Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	370.00
54135	01/15/2009	Community Development	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	200.00
54135	01/15/2009	License Center	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	990.00
54135	01/15/2009	Sanitary Sewer	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	170.00
54135	01/15/2009	Water Fund	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	370.00
54135	01/15/2009	Golf Course	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	70.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54135	01/15/2009	Storm Drainage	Employer Insurance	ING ReliaStar	High Deductable Savings-Jan 2009	200.00
					Check Total:	12,232.00
54136	01/15/2009	Community Development	Memberships & Subscriptions	International Code Council	2009 Membership-Munson	100.00
					Check Total:	100.00
54137	01/15/2009	Recreation Fund	Operating Supplies	J THOMAS ATHLETIC CO	Volleyballs	574.46
					Check Total:	574.46
54138	01/15/2009	Water Fund	Accounts Payable	MARGARET KEIM	Refund check	85.18
					Check Total:	85.18
54139	01/15/2009	General Fund	Memberships & Subscriptions	League of MN Cities	IPMA Membership-2009	25.00
					Check Total:	25.00
54140	01/15/2009	General Fund	210600 - Union Dues Deduction	LELS	Payroll Deduction for Jan 09 Union Dues	1,596.00
					Check Total:	1,596.00
54141	01/15/2009	General Fund	Contract Maint. - City Hall	Life Safety Systems	Annual Monitoring Charge 2009	346.13
					Check Total:	346.13
54142	01/15/2009	General Fund	210600 - Union Dues Deduction	Local Union 49	Payroll Deduction for Jan 09 Union Dues	762.50
					Check Total:	762.50
54143	01/15/2009	Sanitary Sewer	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing utility stat	130.05
54143	01/15/2009	Water Fund	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing utility stat	130.04
54143	01/15/2009	Storm Drainage	Professional Services	Lone Oak Companies, Inc.	Folding, inserting, mailing utility stat	130.04
					Check Total:	390.13
54144	01/15/2009	Community Development	Memberships & Subscriptions	MBPTA	Annual Membership 2009	100.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54145	01/15/2009	Water Fund	Accounts Payable	MCGOVERN SADUSKY INVESTME	Refund check	100.00
					Check Total:	40.81
54146	01/15/2009	License Center	Memberships & Subscriptions	MDRA	Annual Membership 2009	40.81
					Check Total:	575.00
54147	01/15/2009	General Fund	Training	MN Asphalt Pavement Assn	Regional Bituminous Seminar	575.00
					Check Total:	160.00
54148	01/15/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Payroll Deduction for 1/13 Payroll	160.00
					Check Total:	587.50
54149	01/15/2009	Risk Management	Memberships & Subscriptions	MN PRIMA	Annual Dues 2009-Davitt	587.50
					Check Total:	40.00
54150	01/15/2009	General Fund	MN State Retirement	MN State Retirement System	Payroll Deduction for 1/13 Payroll	40.00
					Check Total:	4,541.63
54151	01/15/2009	Solid Waste Recycle	Conferences	MPCA	Annual Conference-Pratt	4,541.63
					Check Total:	275.00
54152	01/15/2009	General Fund	Conferences	MPERLA	Conference-Bacon	275.00
					Check Total:	100.00
54153	01/15/2009	Telecommunications	Furniture and Fixtures	National Camera Exchange	Flash for Digital Camera	100.00
					Check Total:	326.63
54154	01/15/2009	Recreation Fund	Professional Services	National Recreation and Park A	Reaccreditation Fee	326.63
					Check Total:	1,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54155	01/15/2009	Sanitary Sewer	Accounts Payable	GREG & CINDY NOBLE	Refund check	1,000.00
54155	01/15/2009	Water Fund	Accounts Payable	GREG & CINDY NOBLE	Refund check	6.69
						22.98
					Check Total:	29.67
54156	01/15/2009	General Fund	Professional Services	Northwest Youth & Family Serv.	Annual Dues-2009	50,439.00
					Check Total:	50,439.00
54157	01/15/2009	Water Fund	Accounts Payable	LEWIS PIERCE	Refund check	40.04
					Check Total:	40.04
54158	01/15/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	78.85
54158	01/15/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	50.07
54158	01/15/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	186.01
54158	01/15/2009	Telephone	St. Anthony Telephone	Qwest	Telephone Service	289.62
54158	01/15/2009	Telephone	Telephone	Qwest	Telephone Service	171.51
54158	01/15/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
54158	01/15/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
54158	01/15/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
54158	01/15/2009	Telephone	Telephone	Qwest	Telephone Service	85.75
54158	01/15/2009	Telephone	Telephone	Qwest	Telephone Service	639.00
54158	01/15/2009	Telephone	Telephone	Qwest	Telephone Service	244.62
54158	01/15/2009	Telephone	Telephone	Qwest	Telephone Service	321.37
					Check Total:	3,983.80
54159	01/15/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case # CV074555	351.16
					Check Total:	351.16
54160	01/15/2009	P & R Contract Maintenance	Professional Services	Roselawn Cemetery	Annual Lease Payment	1.00
					Check Total:	1.00
54161	01/15/2009	General Fund	Contractual Maintenance	Springbrook Software, Inc.	2009 Software Maintenance	17,106.09

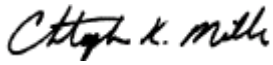
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
54162	01/15/2009	Information Technology	Operating Supplies	Staples Business Advantage	Check Total: Lables, Paper	17,106.09 61.80
54163	01/15/2009	Water Fund	Accounts Payable	MARC TILLIS	Check Total: Refund check	61.80 60.66
54164	01/15/2009	Workers Compensation	Insurance	WCRA	Check Total: Policy Number 0040017	60.66 21,183.74
					Check Total:	21,183.74
					Report Total:	1,303,568.41

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 01/26/09
Item No.: 7.b

Department Approval

Consent



Item Description: Consider the Issuance of a Permit to Conduct Lawful Gambling Activities at 2350 Cleveland Avenue (Joe Senser's Restaurant)

Background

Minnesota Brass has submitted an application to conduct lawful gambling activities at Joes Senser's Restaurant located at 2350 Cleveland Avenue in Roseville.

Prior to conducting lawful gambling activities, Minnesota Brass must receive a local gambling permit approved by the Council and a State-issued license approved by the State Gambling Control Board. Although both applications move somewhat simultaneously through the review/approval process, the State will not approve the license until the City grants local approval.

The City currently has three licensed organizations conducting Bingo activities at the Bingo Hall. In addition, there are five other permitted organizations conducting pull-tab operations at various locations. If the Council approves the permit for Minnesota Brass, the total number of organizations conducting lawful gambling in the City will be nine (9). Under City Code, eight separate premise locations are allowed including the Bingo Hall. With Council approval, the number of premises conducting lawful gambling will be seven (7).

Applicant Information

Minnesota Brass was formed in 1946. They hold their meetings at 2046 Marion Street in Roseville, Minnesota.

Permit Requirements

Permitting requirements are set forth in City Code Section 304, and State Statute, Chapter 349. Lawful gambling is permitted in the City if the organization meets the following criteria:

- a) Is licensed by the State Gambling Control Board
- b) Is a tax exempt organization pursuant to 501(c) of the internal revenue code
- c) Maintains a business address within the city
- d) Complies with all other requirements as set forth in City Code and State Statute

The applicant currently meets all local requirements, although licensing by the State is contingent upon local approval.

1

2 **Permitting Considerations**

3 As required by City Code, organizations conducting lawful gambling activities must contribute 10% of its
4 net profits (defined as; gross receipts less prizes paid less expenses) derived from said activities into a City-
5 prescribed Fund for the purposes of providing funding for various Roseville-based groups and events. In
6 addition, an organization must pay an amount equal to 3% of the net receipts (defined as; gross receipts less
7 prizes paid) from lawful gambling activities conducted in the City for the purposes of covering the City's
8 regulatory, administrative, and law enforcement costs.

9

10 It is unknown as to amount of charitable monies that will contributed to the Community if the Council
11 approves the license. Based on existing pull-tab operations in the City, the average contribution received
12 directly through the City is approximately \$5,000 annually for each organization. In addition, these same
13 organizations contribute approximately \$50,000 annually directly to other groups and events, some of
14 which remains local.

15

16 **Staff Recommendation**

17 Based on the information received, Minnesota Brass meets all of the licensing requirements. Staff
18 recommends approval by the Council subject to completed background checks on Minnesota Brass officers
19 that will be involved in the gambling operation.

20

21

22 **Council Action Requested**

23 Motion to approve the attached resolution granting a license for Minnesota Brass, to conduct lawful
24 gambling activities at Joe Sensor's Restaurant, located at 2350 Cleveland Avenue in Roseville, subject to
25 completed background checks.

26

27 **Attachments**

- 28 a) License Application from Minnesota Brass.
29 b) Resolution approving the License for Minnesota Brass.
30
31

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JOE SENSERS

Attachment A
PAGE 02/03

Minnesota Lawful Gambling

LG215 Lease for Lawful Gambling Activity

5/08 Page 1 of 2

Check applicable item. ☒ 1. Lease for new application. Submit with new premises permit application. ☐ 2. Renewed lease. Submit with premises permit renewal. ☐ 3. New owner. Effective date _____ Submit now or amended lease within 10 days after new lessor assumes ownership. ☐ 4. Amended lease - Check the change(s) in the lease: ☐ Rent ☐ Premises name ☐ Booth/bar ☐ Activity change ☐ Other - Date that changes will be effective _____ - Both parties must initial and date all changes. - Submit changes at least 10 days before the effective date of the change.					
Organization name <u>Minnesota Brass, Inc</u>		License number <u>00444</u>		Daytime phone <u>651-283-0243</u>	
Name of leased premises <u>Joe Senses</u>	Street address <u>2205 Cleveland Ave</u>	City <u>Roseville</u>	State <u>MN</u>	Zip <u>55113</u>	Daytime phone <u>651-631-1781</u>
Name of legal owner of premises <u>Realty Income Corporation</u>	Business/street address <u>2206477 Creek Str</u>	City <u>Escondido</u>	State <u>CA</u>	Zip <u>92025</u>	Daytime phone <u>760-741-2111</u>
Name of lessor (if same as legal owner, write in "SAME") <u>M.T. Restaurants</u>	Business/street address <u>1555 St. James Str #202</u>	City <u>Winnetka</u>	State <u>IL</u>	Zip <u>60093</u>	Daytime phone <u>204-772-2006</u>
Check all activities that will be conducted: ☒ Pull-tabs ☐ Pull-tabs with dispensing device ☒ Tipboards ☒ Paddlewheel ☒ Paddlewheel with table ☐ Bingo ☐ Bar bingo					
Booth operation - sales of gambling equipment by an employee (or volunteer) of a licensed organization within a separate enclosure that is distinct from areas where food and beverages are sold. Bar operation - sales of gambling equipment within a leased premises by an employee of the lessor from a common area where food and beverages are also sold.					
Does your organization or any other organization conduct gambling for a booth operation at this location? ☒ Yes ☐ No					
If you answered yes to the question above, rent limits are based on the following combinations of operation: - Booth operation and pull-tab dispensing device - Booth operation and bar operation - Booth operation, bar operation, and pull-tab dispensing device - Booth operation The maximum rent allowed may not exceed \$1,750 in total per month for all organizations at this premises.			If you answered no to the question above, rent limits are based on the following combinations of operation: - Bar operation - Bar operation with pull-tab dispensing device - Pull-tab dispensing device only The maximum rent allowed may not exceed \$2,500 in total per month for all organizations at this premises.		
COMPLETE ONE OPTION: Option A: 0 to 10% of the gross profits per month. Percentage to be paid <u>10</u> % Option B: When gross profits are \$4,000 or less per month, \$0 to \$400 per month may be paid. Amount to be paid \$ _____ Option C: \$0 to \$400 per month on the first \$4,000 of gross profit. Amount to be paid \$ _____ Plus, 0% to 10% of the gross profits may be paid per month on gross profits over \$4,000. Percentage to be paid _____ %			COMPLETE ONE OPTION: Option A: 0 to 20% of the gross profits per month. Percentage to be paid _____ % Option B: When gross profits are \$1,000 or less per month, \$0 to \$200 per month may be paid. Amount to be paid \$ _____ Option C: \$0 to \$200 per month on the first \$1,000 of gross profits. Amount to be paid \$ _____ Plus, 0% to 20% of the gross profits may be paid per month on gross profits over \$1,000. Percentage to be paid _____ %		
Bingo Rent Option D: 0 to 10% of the gross profits per month from all lawful gambling activities held during bingo occasions, excluding bar bingo. Percentage to be paid _____ % Option E: A rate based on a cost per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. No rent may be paid for bar bingo. Rate to be paid \$ _____ per square foot. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.			Bar Bingo Rent ☐ Option F: No rent may be paid for bingo conducted in a bar. New Bingo Activity For any new bingo activity not previously included in a Premises Permit Application, attach a separate sheet of paper listing the days and hours that bingo will be conducted.		

LG215 Lease for Lawful Gambling Activity

5/08 Page 2 of 2

Lease Term The term of this lease agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management of Gambling Prohibited The owner of the premises or the lessor will not manage the conduct of gambling at the premises.

Participation as Players Prohibited

The lessor, the lessor's immediate family, and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises. **EXCEPTION:** The lessor's immediate family and lessor's employees may participate in bar bingo if they are not involved in the sale or operation of bar bingo.

Illegal Gambling

- The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises and that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes 349.18, Subdivision 1(a).

- To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes 609.75.

- Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H or Minnesota Statutes 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

- The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions

- The lessor will not impose restrictions on the organization with respect to providers (distributors) of gambling-related equipment and services or in the use of net profits for lawful purposes.
- The lessor, any person residing in the same household as the lessor, the lessor's immediate family, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Gambling Control Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to permitted premises

The Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel have access to the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the permitted premises during any time reasonable and when necessary for the conduct of lawful gambling on the premises.

Lessor records

The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent all-inclusive

Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to trash removal, janitorial and cleaning services, snow removal, lawn services, electricity, heat, security, security monitoring, storage, other utilities or services, and in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Gambling Control Board. Rent payments may not be made to an individual.

Changes in lease

If the lease is amended with no change in ownership, the organization will submit the amended lease to the Board at least 10 days before the effective date of the change. If a change in ownership occurs, the organization will submit an amended lease to the Board within 10 days after the new lessor has assumed ownership.

Acknowledgment of Lease Terms I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms

H.T. Restaurants (Roseville), Inc.

Per W.A. Sprague

1-21-2009

Gavin Buchanan

1-20-09

Signature of lessor

Date

Signature of organization official (lessee)

Date

WAYNE A. SPRAGUE

Vice President

Gavin Buchanan, President/CEO

Print name and title of lessor

Print name and title of lessee

2046 Marion St.

Lessee's business address

Roseville, MA 05113

Questions? Contact the Licensing Section, Gambling Control Board, at 651-639-4000. This publication will be made available in alternative format (i.e., large print, Braille) upon request. The information requested on this form will become public information when received by the Board, and used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

**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 26th day of January 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 _____

**RESOLUTION APPROVING A LAWFUL GAMBLING PREMISE PERMIT TO MINNESOTA
BRASS.**

WHEREAS, Minnesota Brass has applied for a lawful gambling premise permit to conduct lawful gambling activities at 2350 Cleveland Avenue; and

WHEREAS, Minnesota Brass has met the local permit requirements as specified in City Code, Section 304.

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

The City of Roseville hereby approves the premise permit application of Minnesota Brass to conduct lawful gambling activities at 2350 Cleveland Avenue.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

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State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 26th day of January, 2009 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 26th day of January, 2009.

William J. Malinen
City Manager

Seal

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 01/26/09
Item No.: 7.c

Department Approval

Consent

Christopher K. Miller

W. J. Mahinen

Item Description: Parkview Center School's One Day Gambling License

BACKGROUND

Parkview Center School has applied for an Exemption from Lawful Gambling Licensing Requirements to conduct lawful gambling activities on March 27, 2009 at the Parkview Center School located at 701 W. County Road B.

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 Parkview Center School's request to conduct a raffle on March 27 2009, at the Parkview Center School located at 701 W. County Road B.

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

Parkview Center School

Previous gambling permit number

X-34418

Type of nonprofit organization. Check one.

☐

Fraternal

☐

Religious

☐

Veterans

☒

Other nonprofit organization

Mailing address

City

State

Zip Code

County

701 W. County Rd B

Roseville

MN 55113

Ramsey

Name of chief executive officer (CEO)

Daytime phone number

Email address

Garin Bogenholm

651 487-4360

garin.bogenholm@isd623.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)

Parkview Center School

Address (do not use PO box)

City

Zip Code

County

701 W. County Rd B

Roseville

55113

Ramsey

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

March 27, 2009 to 3/27/09

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.

Print Form

Reset Form

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

REQUEST FOR COUNCIL ACTION

Date: 01/26/2009
Item No.: 7.d

Department Approval



City Manager Approval



Item Description: Request by the Roseville Housing and Redevelopment Authority (HRA) for approval of temporary signs for the Living Smarter Roseville Home and Garden Fair on February 21, 2009.

1.0 REVIEW of REQUEST:

1.1 The Roseville HRA is requesting temporary signs to be placed along County Road B, County Road B2, Fairview Avenue and Cleveland Avenue for the Living Smarter Roseville Home and Garden Fair on February 21, 2009 (see attached map).

1.2 In review of the City Code, it has been determined that such an allowance for temporary signs requires City Council approval. Specifically, Section 1010.03A2 (Government Signs) states: *Except for traffic related signage, all permanent cit, or other governmental unit signage including flags must be approved by the City Council.*

1.3 The HRA proposal seeks "A" frame signs to be directional in nature identifying the Living Smarter event. They will be 36 inches wide and 48 inches tall, which is similar to that approved for the Family Motor Coach Association in June. Placement will occur near the Fairview Community Center, along Cleveland Avenue between Prior and County Road B, along Fairview Avenue between Highway 36 and County Road B, and on County Road B2 and Fairview Avenue adjacent Rosedale Center.

1.4 The City Planner has spoke to City and County representatives regarding the placement of signs within the public right-of-way at the identified locations. The City representative will not require a permit, but requests that the signs be in locations that do not block vehicle views of on-coming traffic. Ramsey County also indicated that they would not require a permit and urged making sure that signs were not placed in a manner that blocked sight lines of exiting vehicles.

2.0 STAFF RECOMMENDATION:

2.1 The Planning Division would not normally process such a request, however the HRA's desire to purchase portable display signs to promote the Living Smarter Home and Garden Fair was reached after the City Council approved similar temporary signage for other City supported events (January 5, 2009).

2.2 The City Planner recommends that the Roseville City Council approve the use of temporary signs (up to 14) to be placed at various locations near the Fairview Community Center, subject to the following conditions:

- a. The 14 signs shall be placed within the City or Ramsey County rights-of-way as identified on the attached map.
- b. Signs shall be placed at their locations in the morning of the February 21, 2009 event and removed in the evening after its conclusion.
- c. All signs shall be placed in a manner that does not obstruct vehicle sight-lines.

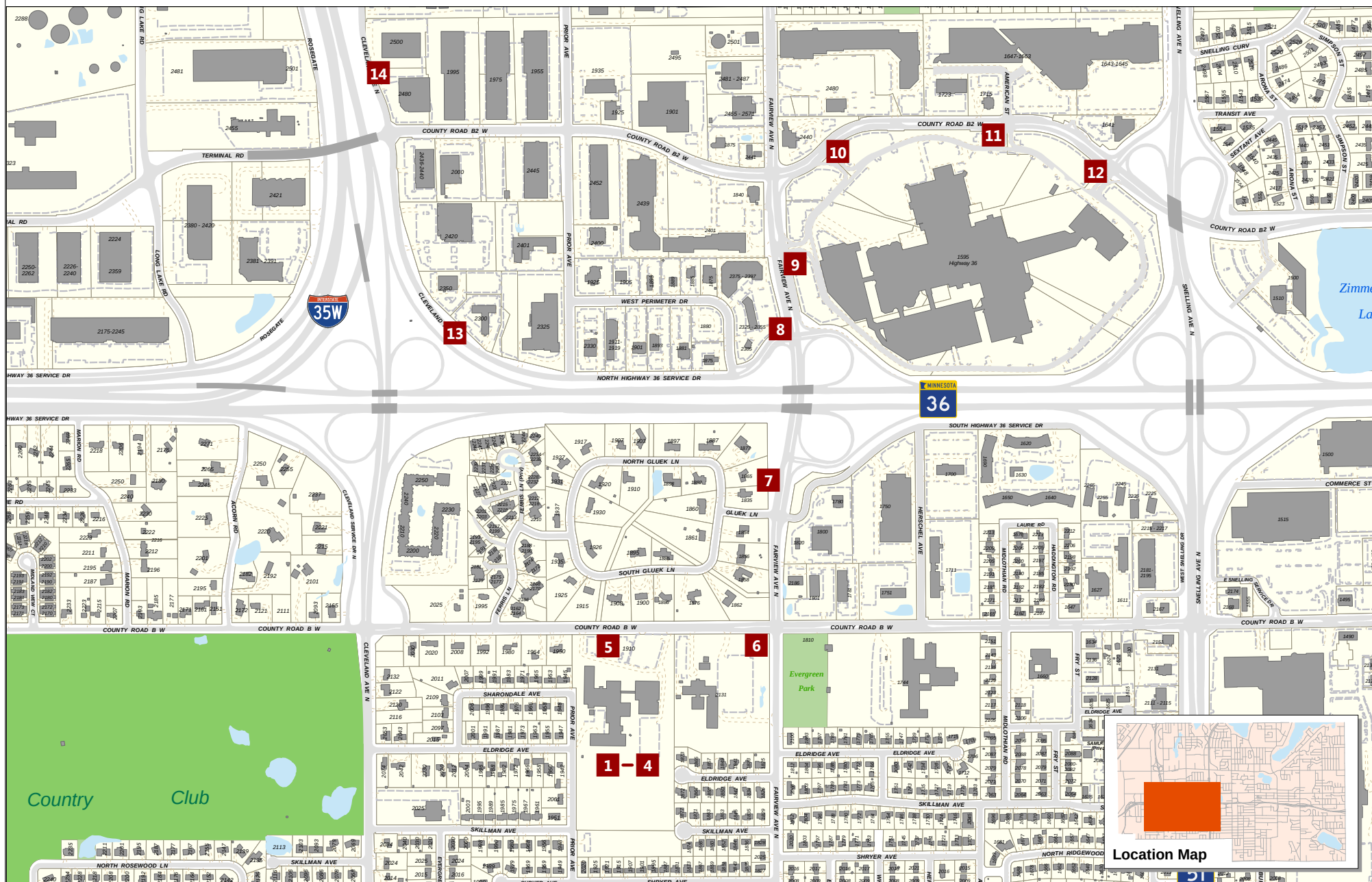
3.0 SUGGESTED CITY COUNCIL ACTION:

3.1 BY MOTION, APPROVE 14 TEMPORARY SIGNS for the 2009 Living Smarter Home and Garden Fair as requested by the Roseville HRA, subject to the conditions of Section 2.2 of the project report dated January 26, 2009.

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

Attachments: A: Sign Map Locations
B: Sign Type
C: Proposed Signage

Proposed Temporary Signs for Home and Garden Fair



ROSEVILLE

Prepared by:
Community Development Department
Printed: January 13, 2009

Site Location

Comp Plan / Zoning
LR / R1 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.

0 400 800 Feet



mapdoc: planning_commission_location.mxd





**FREE EVENT
TODAY**

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/26/09
Item No.: 7.e

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
Finance	MX Logic	Anti-virus and spam protection (a)	\$ 6,052.60
Streets	Hartland Fuels	Blanket P.O. for fuel – State bid contract	140,000.00
Streets	Kath Fuel Oil	Blanket P.O. for fuel - Other	75,000.00

(a) \$4,360 will be reimbursed by other joint powers agencies.

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description
	N/A

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

19 **STAFF RECOMMENDATION**

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

22 **REQUESTED COUNCIL ACTION**

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

25

26

Prepared by: Chris Miller, Finance Director

Attachments: A: None

27

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/26/09

Item No.: 7.f

Department Approval



City Manager Approval



Item Description: Approve a Resolution for the Final Acceptance and Maintenance for Public Improvements Constructed for MOORE'S MCCARRONS PRESERVE plat. (PF #3759)

BACKGROUND

On October 9, 2006, the City Council approved the public improvement contract for MOORE'S MCCARRON'S PRESERVE. This plat included the following public improvements to serve the 4 single family home lots within this development; Reservoir Woods Circle, watermain, sanitary sewer, infiltration basins, and storm sewer. Staff has worked with their Engineer during construction to ensure the improvements were installed according to approved plans and City specifications.

POLICY OBJECTIVE

The City Policy requires the following steps be completed to finalize the construction project:

- Certification from the civil engineer in charge of the project verifying that all work has been completed in accordance with the approved plans and specifications.
- A resolution by the City Council accepting the project and beginning the two-year warranty period.

FINANCIAL IMPACTS

Since this was a developer initiated project, the City did not pay to construct these improvements. However, the new infrastructure has long term maintenance costs and will need to be replaced in the future. The street, with regular maintenance should last 30 to 40 years, to achieve this, the City will add this street to our pavement management program. The water and sewer should last 100 years, depreciation for these pipes will be included in our utility rate study.

The developer reseeded the areas around the infiltration basins late last fall. To ensure that the native seeding is successful, we are requesting that the developer provide a letter of credit in the amount of \$7000 as a guarantee for the 2- year warranty period.

STAFF RECOMMENDATION

All necessary items have been completed in accordance with project plans and specifications. Since all items have been completed as outlined in the policy regarding final project acceptance, staff recommends the City Council approve a resolution accepting the public improvements.

REQUESTED COUNCIL ACTION

Approve a resolution accepting the public improvements constructed for the MOORE'S MCCARRONS PRESERVE plat.

Prepared by: Debra Bloom, City Engineer
Attachments: A: Resolution

**EXTRACT OF MINUTES OF MEETING
OF CITY COUNCIL
OF 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, Minnesota, was held in the City Hall in said City on Monday, January 26, 2009, at 6:00 o'clock p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION

**FINAL ACCEPTANCE AND MAINTENANCE FOR
PUBLIC IMPROVEMENTS CONSTRUCTED FOR MOORE'S MCCARRONS PRESERVE**

WHEREAS, pursuant to City Code, J. W. Moore, Inc, contracted to construct certain improvements to serve the plat MOORE'S MCCARRONS PRESERVE including construction of Reservoir Woods Circle, watermain, sanitary sewer, infiltration basins, and storm sewer; and

WHEREAS, J. W. Moore, Inc is requesting the City of Roseville accept ownership and maintenance responsibility of these public improvements.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEVILLE, MINNESOTA, that the work completed is hereby accepted and approved;

BE IT FURTHER RESOLVED, that the City Engineer is hereby directed to issue a proper order for the final acceptance and accept a two-year warranty, in the amount of \$7,000, for any work covering the replacement or repair of defective items commencing on January 27, 2009, and expiring on January 27, 2011.

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

Whereupon said resolution was declared duly passed and adopted.

1 *Resolution – Public Improvements –Moores’/McCarrons Preserve*
2

3 STATE OF MINNESOTA)
4) SS
5 COUNTY OF RAMSEY)
6

7 I, the undersigned, being the duly qualified City Manager of the City of Roseville, Minnesota, do hereby
8 certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the
9 City Council of said City held on the 26th day of January, 2009, with the original thereof on file in my office,
10 and the same is a full, true and complete transcript.
11

12 Adopted by the Council this 26th day of January, 2009.
13
14
15

16
17 (SEAL)
18

William J. Malinen
City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 01/26/2009

Item No.: 7.g

Department Approval

City Manager Approval



Item Description: Adopt Resolution Allowing Submission of a DEED Redevelopment Grant for the Har Mar Apartments Project

1.0 BACKGROUND

1.1. The Minnesota Department of Employment and Economic Development (DEED) is soliciting Redevelopment Grant proposals, and the deadline for funding requests is February 2, 2009. Eligible activities include land acquisition, demolition, interior abatement, infrastructure improvements, ponding, and environmental infrastructure. Aeon has requested that the City submit an application on its behalf for the Har Mar Apartments project. They are requesting \$25,000 to assist with the construction of public sidewalks. A synopsis of Aeon's request is included as Attachment A.

2.0 POLICY OBJECTIVE

2.1. Approving the submission of the Redevelopment Grant Application, the City is taking a proactive step to leverage external funds to assist Aeon's efforts to rehabilitate and stabilize the Har Mar Apartments.

3.0 FINANCIAL IMPACTS

3.1. The Redevelopment Grant requires a 50 percent local match. Aeon will be responsible to provide the matching funds (\$25,000). Upon receipt of the grant, a memorandum of understanding will be prepared that outlines Aeon's responsibilities, including its responsibility to provide matching funds.

4.0 STAFF RECOMMENDATION

4.1 Staff recommends that the City Council adopt the resolution authorizing the submission of a DEED Redevelopment Grant for the construction of sidewalks adjacent to the Har Mar Apartments project. (See Attachment B: Draft Resolution.)

5.0 REQUESTED COUNCIL ACTION

5.1 By resolution, allow the City to submit a grant application to DEED's Redevelopment Grant Program for construction of sidewalks adjacent to the Har Mar Apartments project.

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Letter from Aeon and map depicting proposed project

B. Draft Resolution Authorizing Submission of the DEED Grant Application



January 15, 2009

Jamie Radel, Economic Development Associate
2660 Civic Center Drive
Roseville, MN 55113

Dear Jamie:

Aeon's application to the DEED Redevelopment Grant Program for West Snelling Drive (adjacent to and north of the Har Mar Apartments) requests funding for a public infrastructure improvement to facilitate the development of new affordable housing, create a safe pedestrian environment and connect current and future residents to area employment opportunities and other local amenities.

Our specific need at this time includes:

- Creating a sidewalk along the south side of West Snelling Drive.

To accomplish this need, we request a total of \$25,000 from the DEED Redevelopment Grant Program.

If you have any questions or need any additional information regarding this synopsis, please contact me at 612-341-3148 ext. 236. Thank you very much for working with Aeon on this application.

Sincerely,

Dan Walsh
Project Manager

Encl.



**COLLABORATIVE
DesignGroup, Inc.**
100 Portland Avenue South, Suite 100
Minneapolis, Minnesota 55401
p 612.332.3654 f 612.332.3626
www.collaborativedesigngroup.com



Homes for Generations

HAR MAR APARTMENTS

NO.	DATE	DESCRIPTION
△		△ CLOUDED CHANGE

REVISION LOG

2	05.18.08	MHFA SUBMITTAL
1	06.11.07	MHFA SUBMITTAL

NO.	DATE	DESCRIPTION
-----	------	-------------

ISSUE LOG

**HAR MAR APT'S.
REHABILITATION**
2225 - 2265 SNELLING AVE.
ROSEVILLE, MN

SITE PLAN

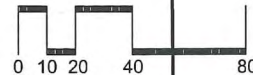
SCALE	AS NOTED
DRAWN BY	LTW
CHECKED BY	
PROJ. ARCH.	LTW
PROJ. MGR.	DJW
JOB NO.	06071.00

© COLLABORATIVE DESIGN GROUP, INC. 2007

A010

PROPOSED
SIDEWALK

1 SITE PLAN
A010 SCALE: 1" = 30'-0" AN



DRIVE TO
UNDERGROUND
PARKING

NEW BUILDING
4-STORY 48 UNITS

UNDERGROUND PARKING
- 48 STALLS

ON STREET
PARKING
- 22 STALLS

TRASH
ENCL.

PARKING
- 15 STALLS

PARKING
- 12 STALLS

EXIST.
BLDG
#2265
26 UNITS

PARKING
- 15 STALLS

TRASH
ENCL.

EXIST.
BLDG
#2245
26 UNITS

EXIST.
BLDG
#2255
21 UNITS

PARKING
- 38 STALLS

TRASH
ENCL.

ON STREET
PARKING
- 32 STALLS

EXIST.
BLDG
#2235
26 UNITS

EXIST.
BLDG
#2225
21 UNITS

PARKING
- 18 STALLS

HIGHWAY 36 EXIT RAMP

W. SNELLING DRIVE

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

Pursuant to due call and notice thereof, a regular meeting of the City of Roseville, County of Ramsey, Minnesota, was duly called and held at the City Hall on Monday, the 26th day of January 2009 at 6:00 p.m.

The following members were present;

and the following were absent: .

Councilmember introduced the following resolution and moved its adoption:

**RESOLUTION NO.
RESOLUTION OF APPLICANT
FOR HAR MAR APARTMENTS PROJECT**

BE IT RESOLVED that the City of Roseville acts as the legal sponsor for the Har Mar Apartments project contained in the Redevelopment Grant Program to be submitted on February 2, 2009, and that Mayor and City Manager are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City of Roseville has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that 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.

BE IT FURTHER RESOLVED that 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 project, and that City of Roseville certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

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

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

and voted against: .

WHEREUPON said resolution was declared duly passed and adopted.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 01/26/2009
Item No.: 7.h

Department Approval

City Manager Approval



Item Description: Adopt Resolution Allowing Submission of a DEED Redevelopment Grant for the Twin Lakes Redevelopment Area

1.0 BACKGROUND

1.1. The Minnesota Department of Employment and Economic Development (DEED) is soliciting Redevelopment Grant proposals and the deadline for funding requests is February 2, 2009. Eligible activities include land acquisition, demolition, interior abatement, infrastructure improvements, ponding, and environmental infrastructure. Staff discussed potential projects for this program and concluded that the purchase of right-of-way and construction of a portion of the roadway and infrastructure improvements within AUAR Subarea 1 of the Twin Lakes Redevelopment Area would be a competitive project for this funding.

Attachment A indicates the project for which the City would be seeking funding. Actives include:

- Construction of Twin Lakes Parkway from Mount Ridge Road to Prior Avenue and associated pedestrian improvements
- Reconstruction of Prior Avenue and associated pedestrian improvements
- Construction of associated sewer and water improvements

Based on the cost estimates provided by WSB as part of the design work and land price assumptions from the Cost Allocation Study, the total cost of these improvements is approximately \$2.61 million--\$1.66 million for right-of-way acquisition and \$956,000 for the construction of the roadways, pedestrian facilities, lighting, and utilities.

1.2. In September 2008, DEED awarded the City \$528,000 for the construction of a portion of Twin Lakes Parkway, Mount Ridge Road, and associated infrastructure.

2.0 POLICY OBJECTIVE

2.1. Approving the submission of the Redevelopment Grant Application, the City is taking a proactive step to leverage external funds to assist with the acquisition of right-of-way and construction of the public roadways and utilities.

3.0 FINANCIAL IMPACTS

3.1. As described above, the estimated cost of undertaking this project is \$2.61 million of which \$1 million is being requested from DEED, leaving the City to fund \$1.61 million. The City has a variety of tools at its disposal to obtain these funds, including existing tax increment balances, which could eventually be reimbursed by the development properties as prescribed by the 2008

Infrastructure Improvements Report and/or special assessments. These funding sources are outside of the City's general fund and would not contribute to the City's levy. A determination of the exact source of these funds do not need to be made at this time; however, it should be noted that by applying for this grant, the City is acknowledging that there will be matching funds available if the grant is awarded.

4.0 STAFF RECOMMENDATION

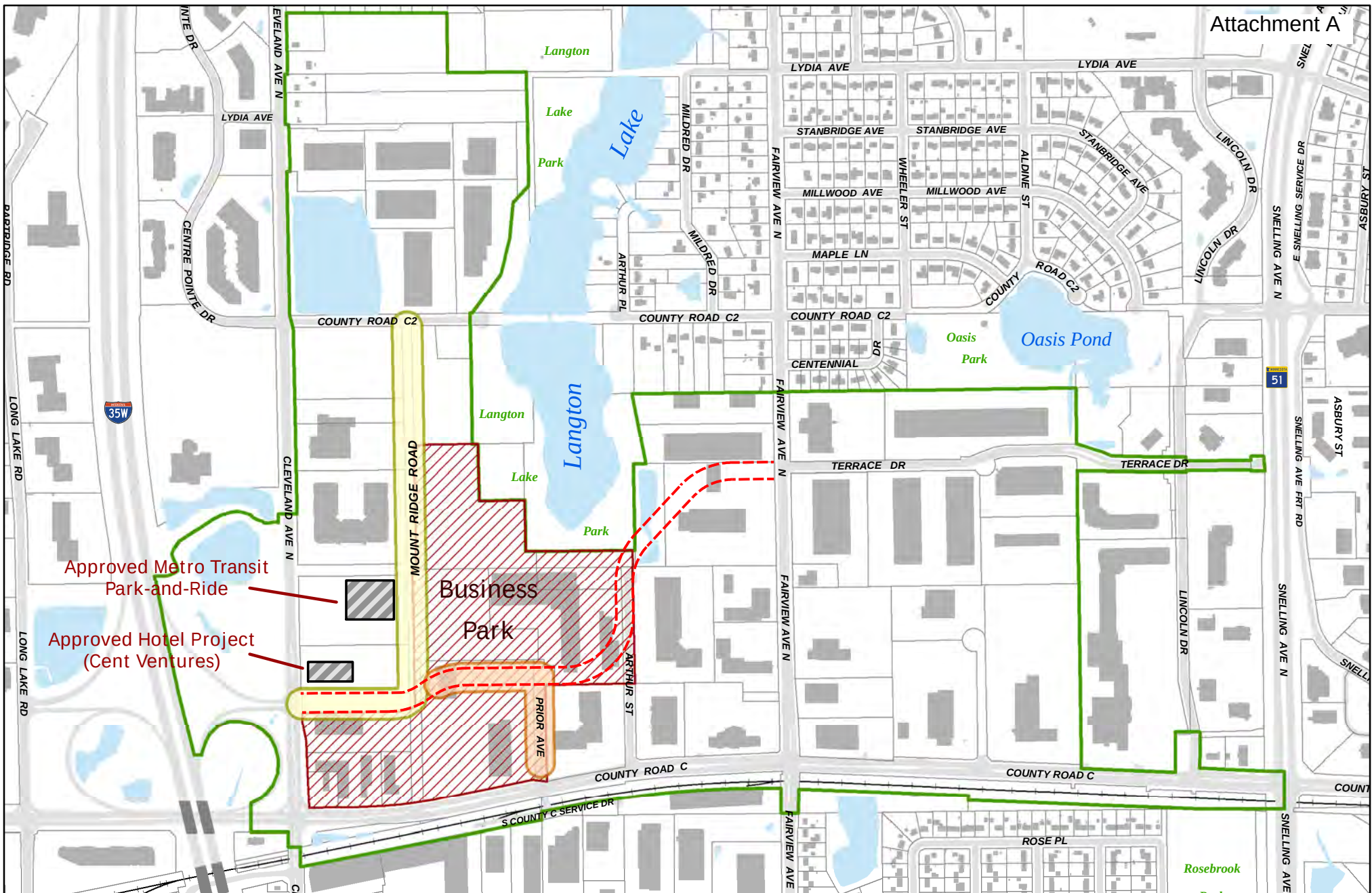
4.1 Staff recommends that the City Council adopt the resolution authorizing the submission of a DEED Redevelopment Grant. (See Attachment B: Draft Resolution.) By applying for this grant, the City is taking a proactive step to leverage outside resources to assist with the redevelopment of the Twin Lakes Project Area. These funds would not need to be expended immediately; the City would have several years to complete the activities. In addition, if the City has difficulty implementing the proposed project, such as an inability to come to terms with property owners on right-of-way acquisition, at that time, Council could determine that the project is infeasible and return the funds to DEED or look at alternative courses of action.

5.0 REQUESTED COUNCIL ACTION

5.1 By resolution, allow the City to submit a grant application to DEED's Redevelopment Grant Program for the acquisition of right-of-way, construction of a segment of Twin Lakes Parkway, Prior Avenue, and associated pedestrian facilities, lighting, and utilities.

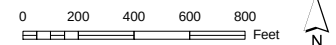
Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Map depicting proposed project
B: Draft Resolution Authorizing Submission of the DEED Grant Application



DEED Redevelopment Grant: Twin Lakes Proposed Development Map

- Twin Lakes Parkway
- Proposed Improvements
- Initial Public Improvements
- DEED Grant Project Area
- Twin Lakes Redevelopment Area



Prepared by:
Community Development
January 2009

Data Sources:
Ramsey County GIS (1/6/2009)
City of Roseville

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 §464.03, Subd. 21 (2000), and the use of this map acknowledges that the City shall not be liable for any damages, and expressly releases 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.

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

Pursuant to due call and notice thereof, a regular meeting of the City of Roseville, County of Ramsey, Minnesota, was duly called and held at the City Hall on Monday, the 26th day of January 2009 at 6:00 p.m.

The following members were present;;

and the following were absent: .

Councilmember introduced the following resolution and moved its adoption:

**RESOLUTION NO. XXXXX
RESOLUTION OF APPLICANT
FOR THE TWIN LAKES PROJECT**

BE IT RESOLVED that the City of Roseville acts as the legal sponsor for the Twin Lakes project contained in the Redevelopment Grant Program to be submitted on February 2, 2009, and that Mayor and City Manager are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City of Roseville has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified.

BE IT FURTHER RESOLVED that 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.

BE IT FURTHER RESOLVED that 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 project, and that City of Roseville certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Manager are hereby authorized to

execute such agreements as are necessary to implement the project on behalf of the applicant.

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

and voted against: .

WHEREUPON said resolution was declared duly passed and adopted.

REQUEST FOR COUNCIL ACTION

Date: 1/26/09

Item No.: 11.a

Department Approval



City Manager Approval



Item Description: Public Improvement Hearing for the Reconstruction of Roselawn Avenue
Between Hamline Avenue and Victoria Street

BACKGROUND

On December 15, 2008, the City Council received the feasibility report for the reconstruction of Roselawn Avenue between Hamline Avenue and Victoria Street and ordered the public hearing. Prior to opening the hearing, staff will present general information regarding construction, standards, and assessments that apply for this project.

This project is to be undertaken as part of the 2009 Pavement Management Program and will be combined under one contract with the City of Roseville's Mill and Overlay Project. By combining these projects together and bidding them as one contract, we anticipate competitive bids from contractors

POLICY OBJECTIVE

Because this is a street reconstruction project, the City's policy is to assess a portion of the costs as allowed for in State Statute 429. Assuming this project is completed by fall 2009, the final assessment amount would be determined following a thorough review of the proposed assessments by the Council at an assessment hearing in the fall of 2010. These assessments can either be paid up front in the fall of 2010, or be put against taxes payable in 2011 for 15 years at around 7% (rate set at time of hearing).

Assessment Summary	
Estimated total street construction cost (9-ton road)	\$1,547,539.86
Estimated 7-ton, 32 ft wide, street construction cost	\$1,347,539.86
Total Assessable Frontage	7009.32
Engineer's recommended street assessment:	
100% of project cost/foot	\$192.25
25% of project cost/ foot	\$48.06
Estimated assessment for a 100 ft lot	
	\$4,806

The proposed assessments included in the feasibility report are consistent with the following City of Roseville assessment policies:

- The assessments shall not be for more than 25% of the cost to construct a 32 foot wide 7-ton road for all property zoning.

o To meet MSA standards, this road will be constructed to a 9-ton design. For the purposes of assessment calculation, we reduce the estimated quantities to reflect the cost to build a 7-ton road. Also, since segments of the proposed road are 35 feet wide, we subtract the costs to construct the additional 3 feet of pavement.

- No costs associated with sidewalk/ trail construction will be assessed to property owners.
- No costs associated with new storm sewer construction will be assessed to property owners.
- Any utility replacement/repair be funded by the appropriate utility fund and not become part of the assessable portion of the project.
- New storm sewer facilities will be funded by MSA funds.

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

In February, after we have prepared final plans and specifications, we will bring this project back to the City Council to authorize staff to solicit bids for the construction work. After receiving bids, we will review them in accordance with the budgeted amounts for this project and bring an award recommendation to the City Council.

STAFF RECOMMENDATION

Staff recommends that the City Council order these proposed public improvements consistent with the feasibility report presented to the City Council on December 15, 2009 and located on the City's website at: www.ci.roseville.mn.us/roselawn.

REQUESTED COUNCIL ACTION

Approve a resolution ordering the improvement and preparation of plans and specifications for Roselawn Avenue between Hamline Avenue and Victoria Street.

Prepared by: **Debra Bloom, City Engineer**
Attachments: A: Resolution

**EXTRACT OF MINUTES OF MEETING
OF CITY COUNCIL
OF 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, Minnesota, was held in the City Hall in said City on Monday, January 26, 2009 at 6:00 o'clock p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION NO.

**RESOLUTION ORDERING THE IMPROVEMENT AND
PREPARATION OF PLANS AND SPECIFICATIONS FOR
ROSELAWN AVENUE BETWEEN HAMLINE AND VICTORIA**

WHEREAS, a resolution of the City Council of Roseville adopted December 15, 2008, received the feasibility report and fixed a date for a Council hearing on the proposed improvement of:

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

WHEREAS, ten days mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on January 26, 2009, at which all persons desiring to be heard were given an opportunity to be heard thereon;

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution adopted January 26, 2009.
3. The City engineer shall prepare plans and specifications for the making of such improvement.

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: and the following voted against the same:

Resolution – Roselawn Public Improvement

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of said City held on the 26th day of January, 2009, with the original thereof on file in my office, and the same is a full, true and complete transcript.

Adopted by the Council this 26th day of January, 2009.

(SEAL)

William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: 01-26-09

Item No: 11.b

Staff Approval:



Manager Approval:



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

1.0 Requested Action

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

2.0 Suggested Council Action:

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

2.2 Close public hearing.

Attachment A – Assessment Notices

Attachment B - Comments

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



January 7, 2009

Westwood Village I Property Owner
2656 Mackubin St.
Roseville, MN 55113

Dear Property Owner:

Notice is hereby given that the Roseville City Council will meet at 6:00 pm on January 26, 2009 at the City Council Chambers to consider the proposed improvement fees to be imposed and collected for improvements and repairs to Westwood Village I housing units within the Housing Improvement Area pursuant to Minn. Stat. '428A.11 through '428A.21.

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

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

All interested persons will be given an opportunity to be heard at the public hearing on the proposed fees and written comments will be considered.

The estimated cost to such improvements is \$1,595,336.25. The amount proposed to be assessed to your property is as follows:

Housing Improvements	\$34,950.53
	(\$2,330.04 per year)

Staff recommends the assessments be payable over 15 years at 7.75% interest.

NO ADDITIONAL NOTICE OR BILL WILL BE SENT IN REFERENCE TO THIS ASSESSMENT.

Various options are available to pay the principal amount of the assessment (improvement fee) after the City Council has adopted, by resolution, the assessment roll. They include:

- A. Total or partial payment of the assessment.
- B. Allow the entire assessment to be certified to the County Property Records and Revenue Division for collection with real estate taxes beginning in 2010.

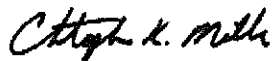
The effective date of the resolution imposing the assessment will be 45 days after City Council's adoption. If payment is received within 30 days of that effective date, no interest will be charged. Payment in full, along with any accrued interest, will be accepted until November 15, 2009.

After November 15, 2009, all remaining principle and accrued interest will be certified to Ramsey County for collection beginning on the following year's taxes. Thereafter, any remaining principle and accrued interest may be paid in full at any time.

If the owners of 35% or more of the residential units subject to the fees file written objections with the City Manager within 45 days after the adoption of the resolution imposing the fee, the resolution will become null and void.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher K. Miller".

Chris Miller
Finance Director



January 7, 2009

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2652 Mackubin St.
Roseville, MN 55113

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

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All interested persons will be given an opportunity to be heard at the public hearing on the proposed fees and written comments will be considered.

The estimated cost to such improvements is \$1,595,336.25. The amount proposed to be assessed to your property is as follows:

Housing Improvements	\$34,119.93
	(\$2,274.66 per year)

Staff recommends the assessments be payable over 15 years at 7.75% interest.

NO ADDITIONAL NOTICE OR BILL WILL BE SENT IN REFERENCE TO THIS ASSESSMENT.

Various options are available to pay the principal amount of the assessment (improvement fee) after the City Council has adopted, by resolution, the assessment roll. They include:

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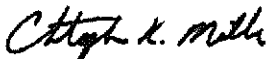
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All interested persons will be given an opportunity to be heard at the public hearing on the proposed fees and written comments will be considered.

The estimated cost to such improvements is \$1,595,336.25. The amount proposed to be assessed to your property is as follows:

Housing Improvements	\$33,566.19
	(\$2237.75 per year)

Staff recommends the assessments be payable over 15 years at 7.75% interest.

NO ADDITIONAL NOTICE OR BILL WILL BE SENT IN REFERENCE TO THIS ASSESSMENT.

Various options are available to pay the principal amount of the assessment (improvement fee) after the City Council has adopted, by resolution, the assessment roll. They include:

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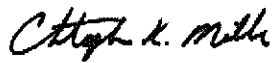
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All interested persons will be given an opportunity to be heard at the public hearing on the proposed fees and written comments will be considered.

The estimated cost to such improvements is \$1,595,336.25. The amount proposed to be assessed to your property is as follows:

Housing Improvements	\$32,181.83
	(\$2145.46 per year)

Staff recommends the assessments be payable over 15 years at 7.75% interest.

NO ADDITIONAL NOTICE OR BILL WILL BE SENT IN REFERENCE TO THIS ASSESSMENT.

Various options are available to pay the principal amount of the assessment (improvement fee) after the City Council has adopted, by resolution, the assessment roll. They include:

- A. Total or partial payment of the assessment.
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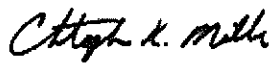
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All interested persons will be given an opportunity to be heard at the public hearing on the proposed fees and written comments will be considered.

The estimated cost to such improvements is \$1,595,336.25. The amount proposed to be assessed to your property is as follows:

Housing Improvements	\$31,074.35
	(\$2,071.62 per year)

Staff recommends the assessments be payable over 15 years at 7.75% interest.

NO ADDITIONAL NOTICE OR BILL WILL BE SENT IN REFERENCE TO THIS ASSESSMENT.

Various options are available to pay the principal amount of the assessment (improvement fee) after the City Council has adopted, by resolution, the assessment roll. They include:

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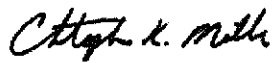
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Chris Miller
Finance Director

Jeanne Kelsey

From: mpdalnes dalnes [mdalnes@yahoo.com]
Sent: Tuesday, January 20, 2009 12:33 PM
To: Jeanne Kelsey
Subject: WWV 1 Council packet

I inadvertently missed that the assessment for my unit included the 20% contingency.

Please include this with the Council packet.

January 14, 2009

TO: Mayor Klausing and Roseville City Council Members

FROM: Maureen Dalnes, Westwood Village 1 *MD*

RE: Westwood Village Home Improvement Assessment - Hearing Monday,
January 26, 2009 at Roseville City Hall, 6:00 PM

Ramsey County Tax Records show that my townhome contains 796 square feet. Based on this square feet and the loan amount of \$1,500,000.00 from Roseville, my project cost should be no more than \$16,819.50. This week the City of Roseville sent me a notice that my housing improvement will cost \$32,181.83 with a 20% contingency. Therefore, the final cost to me could be as much as \$38,618.19. Please see attached Exhibit A1 - Ramsey County square footage records for our townhomes.

If the total WWV 1 square footage from Ramsey County were divided into the total loan amount of \$1,500,000.00 and divided by 47 units, each unit would pay \$31,914.00 which is less than I am projected to pay. (See Exhibit A2 - Ramsey County Records).

HIA is set up to aid elderly and lower income people. It is supposed to be a "hand up, not a hand out." This project with the cooperation of Roseville City and the Westwood Village Board, the smaller homes will then be giving the "**a hand out**" to the larger more expensive homes.

For 40 years each member of the Association was responsible to maintain their own home, pursuant to the Covenants they purchased under. Some have done so, while others have been negligent. And, the Board neglected their responsibility to due diligence. The original Covenants were drafted by the contractor who was a lawyer, Ted Glasrud. He understood that some units were different in size and reflected that in the original Covenants.

The current Board drafted a new set of Covenants to change the allocation of exterior maintenance costs and reallocated certain limited common property to common property for this project. Therefore, the new Covenants ask home owners to pay for property they do not own or benefit from. This reallocation cannot be done without a **unanimous written approval of the Association members**, pursuant to Minn Stat 515B.2-118 (3 and (iv)). (See attached Exhibit B) This was not done.

The Board also neglected to provide a formula or a fractional percentage for purposes of allocating costs. This is proscribed by Min. Stat. 515B.2-108 (3) (b) and (e). (See Exhibit C)

The Board of Directors as well as the City of Roseville have the fiduciary duty to **ALL** association members and citizens of Roseville in exercising their duties and in making a good faith effort in allocation of public funds.

N.B. The Board has not been aggressive in protecting the smaller less expensive units (5). All Board members are in larger units (there are 42 large units) except one Board member is in a smaller END unit. This Board was responsible for shepherding thru the change in allocations.

This impact is significant, and the City Council has a chance to correct this (at least for this project). I am asking the City to assess according to benefit to homeowners, as you are obligated to do with other assessments.

In fairness, I suggest using the Ramsey County square footage records to allocation costs of the Home Improvement HIA loan to Westwood Village 1.

ACCORDING TO RAMSEY COUNTY

TOTAL SQUARE FEET FOR WWVI	70989
ESTIMATED COST OF PROJECT	\$1,500,000.00

<u>SQUARE FEET</u>	<u>% PER UNIT</u>	<u>COST PER UNIT</u>	<u>#OF UNITS</u>	<u>TOTAL \$</u>
796	.011213	\$16,819.50	4	\$67,278.00
800	.0112693	\$16,903.95	2	\$33,807.90
1239	.0174534	\$26,180.10	3	\$78,540.30
1448	.0203975	\$30,596.25	1	\$30,596.25
1588	.0223696	\$33,554.40	7	\$23,4880.80
1632	.0229894	\$34,484.10	1	\$34,484.10
1636	.0230458	\$34,568.70	6	\$207,412.20
1664	.0234402	\$35,160.30	21	\$738,366.30
1692	.0238346	\$35,751.90	1	\$35,751.90
1840	.0259195	\$38,879.25	1	<u>\$38,879.25</u>
				\$1,499,996.90

How I arrived at the costs:

square feet divided by 70989 (total sq ft) gave me the %, per unit, multiplied by \$1,500,000.(cost of project) Equals \$per unit.

IF DIVIDED BY 47 each unit would pay \$31,914.00

Exhibit A1

**ACCORDING TO RAMSEY COUNTY - WWV1 ADDRESSES/INDIVIDUAL UNITS
SQUARE FEET AND FOUNDATION SIZE**

<u>ADDRESS</u>	<u>SQUARE FEET PER UNIT</u>	<u>FOUNDATION SIZE</u>
2640	1636	804
2642	1588	808
2644	800	800
2646	1632	816
2648	1239	693
2650	1664	832
2652	1664	832
2654	1840	832
2656	1448	724
2658	1692	846
2660	1664	832
2662	1588	808
2664	796	796
2666	796	796
2668	1664	832
2670	1239	693
2672	1664	832
2674	1636	804
2676	1588	808
2678	1636	832
2680	1588	808
2682	1239	693
2684	800	800
2686	1664	832
2688	1664	832
2690	1664	832
2692	796	796
2694	1664	832
2696	1588	808
2700	1664	832
2702	1636	804
2704	1588	808
2706	1664	832
2708	1664	832
2710	796	796
2712	1588	808
2714	1664	832

Exhibit A2

2716	1664	832
2718	1636	832
2720	1664	832
2722	1664	832
2724	1664	832
2726	1664	832
2728	1664	832
2730	1664	832
2732	1664	832
2734	<u>1664</u>	<u>832</u>

Total square feet	70989
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515B.2-118 AMENDMENT OF DECLARATION.

(a) The declaration, including any CIC plat, may be amended only by vote or written agreement of unit owners of units to which at least 67 percent of the votes in the association are allocated, or any greater or other requirement the declaration specifies, subject to the following qualifications:

(1) A declarant may execute supplemental declarations or amendments under section 515B.2-111 or 515B.2-112.

(2) The association and certain unit owners, as applicable, may execute amendments under section 515B.2-107, 515B.2-109, 515B.2-112, 515B.2-113, 515B.2-114, 515B.2-119, 515B.2-122, 515B.2-123, or 515B.2-124.

(3) The unanimous written consent of the unit owners is required for any amendment which (i) creates or increases special declarant rights, (ii) increases the number of units, (iii) changes the boundaries of any unit, (iv) changes the allocated interests of a unit, (v) changes common elements to limited common elements or units, (vi) changes the authorized use of a unit from residential to nonresidential, or conversely, or (vii) changes the characterization of the unit owner's interest in a cooperative from real estate to personal property, or conversely; unless the amendment is expressly permitted or required by other provisions of this chapter. Where the amendment involves the conversion of common elements into a unit or units, the title to the unit or units created shall, upon recording of the amendment, vest in the association free and clear of the interests of the unit owners.

(4) The declaration may specify less than 67 percent for approval of an amendment, but only if all of the units are restricted to nonresidential use.

(b) No action to challenge the validity of an amendment adopted by the association pursuant to this section may be brought more than two years after the amendment is recorded.

(c) Every amendment to the declaration shall be recorded in every county in which any portion of the common interest community is located and is effective only when recorded. If an amendment (i) changes the number of units, (ii) changes the boundary of a unit, (iii) changes common elements to limited common elements, or conversely, or (iv) makes any other change that affects the CIC plat, then an amendment to the CIC plat reflecting the change shall be recorded.

History: 1993 c 222 art 2 s 18; 1994 c 388 art 4 s 8; 1999 c 11 art 2 s 11; 2005 c 121 s 16

Exhibit B

515B.2-108 ALLOCATION OF INTERESTS.

(a) The declaration shall allocate to each unit:

(1) in a condominium, a fraction or percentage of undivided interests in the common elements and in the common expenses of the association and a portion of the votes in the association;

(2) in a cooperative, an ownership interest in the association, a fraction or percentage of the common expenses of the association and a portion of the votes in the association; and

(3) in a planned community, a fraction or percentage of the common expenses of the association and a portion of the votes in the association.

(b) The declaration shall state the formulas used to establish allocations of interests. If the fractions or percentages are all equal the declaration may so state in lieu of stating the fractions or percentages. The declaration need not allocate votes to units that are auxiliary to other units, such as garage units or storage units. The allocations shall not discriminate in favor of units owned by the declarant or an affiliate of the declarant, except as provided in sections 515B.2-121 and 515B.3-115.

(c) If units may be added to the common interest community, the formulas used to reallocate the allocated interests among all units included in the common interest community after the addition shall be the formulas stated in the declaration.

(d) The declaration may authorize special allocations: (i) of unit owner votes among certain units or classes of units on particular matters specified in the declaration, or (ii) of common expenses among certain units or classes of units on particular matters specified in the declaration. Special allocations may only be used to address operational, physical or administrative differences within the common interest community. A declarant may not utilize special allocations for the purpose of evading any limitation or obligation imposed on declarants by this chapter nor may units constitute a class because they are owned by a declarant.

(e) The sum of each category of allocated interests allocated at any time to all the units must equal one if stated as a fraction or 100 percent if stated as a percentage. In the event of a discrepancy between an allocated interest and the result derived from application of the pertinent formula, the allocated interest prevails.

(f) In a condominium or planned community, the common elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the common elements made without the unit to which that interest is allocated is void. The granting of easements, licenses or leases pursuant to section 515B.3-102 shall not constitute a partition.

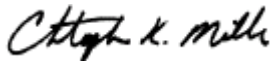
Exhibit c

REQUEST FOR COUNCIL ACTION

Date: 01/26/09
Item No.: 11.c

Department Approval

City Manager Approval



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

BACKGROUND

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

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

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

The attached letter from legal counsel representing Cellars Wines & Spirits of Roseville II, indicates that they have entered into an agreement with Roundy's to transfer their license. They are requesting that the transfer be made effective March 2, 2009.

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

As recently as July, 2008 Roundy's did submit an application for their new grocery store location and Staff concluded that it was a permitted use and that they had satisfied all provisions of State Statute and City Code – pending an available license. Representatives from Roundy's and Cellars Wines & Spirits will be in attendance at the Hearing.

31 **POLICY OBJECTIVE**
32 State Statue and City Code permit the transfer of a liquor license with City Council consent. Roundy's has
33 satisfied all requirements to qualify for the license.

34 **FINANCIAL IMPACTS**
35 Not applicable.

36 **STAFF RECOMMENDATION**
37 City Staff recommends the City Council approve the transfer of the off-sale liquor license held by Cellars
38 Wines & Spirits of Roseville II to Roundy's, effective March 2, 2009.

39 **REQUESTED COUNCIL ACTION**
40 Motion to approve the transfer of the off-sale liquor license held by Cellars Wines & Spirits of Roseville II
41 to Roundy's, effective March 2, 2009.

42
43 Prepared by: Chris Miller, Finance Director
Attachments: A: Letter from Cellars Wines & Spirits of Roseville II.
B: Roundy's Off-Sale Liquor License Application



THUE LAW FIRM, LTD.

3300 Edinborough Way, Suite 400
Edina, MN 55435

952/896-0145
952/896-0013 fax

January 12, 2009

Mr. Christopher K. Miller
Finance Director
2660 Civic Center Drive
Roseville, MN 55113

VIA E-MAIL AND U.S. MAIL

Re: Application for off-sale liquor license for RBF, LLC, and proposed Transfer of
Off-Sale Liquor License by Cellars Wines & Spirits of Roseville II, Inc.
Our File No.: 08-5043

Dear Mr. Miller:

I am writing to you with respect to the above-entitled matter, as counsel for the Cellars Wines & Spirits of Roseville II, Inc., a Minnesota corporation (hereinafter "The Cellars"). Our client is a current licensee of an off-sale liquor license issued in Fall, 2004 by the City of Roseville (hereinafter "City") for premises located at 1149 Larpenteur Avenue, Roseville, MN 55113. It is our understanding that RBF, LLC, a Wisconsin limited liability company, and wholly owned subsidiary of Roundy's Supermarkets, Inc. (hereinafter "RBF") has submitted an Application for Off-Sale Liquor License to the City to operate an off-sale liquor store to be located at 1201 Larpenteur Avenue, Roseville, Minnesota (hereinafter "Application").

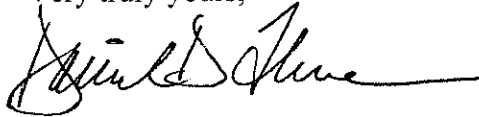
The Cellars and RBF have entered into a definitive agreement that provides for, among other items, to transfer the existing off-sale liquor license issued to The Cellars by the City on the condition that the City approves the pending Application and approval of transfer of the existing off-sale liquor license of The Cellars to RBF. The Cellars' understands that the Roseville City Council will proceed through the steps required in Roseville City Code, Section 302.01 et. seq., with respect to the submitted Application and proposed transfer. We understand that the City shall place this on its Roseville City Council Agenda and conduct a public hearing on Monday, January 26, 2009, to consider the Application and transfer. This letter is to advise the City of the foregoing agreement reached between the parties.

It is my further understanding that representatives of the parties shall make a joint appearance before the Roseville City Council on January 26, 2009, to respond to any questions

the City may have with respect to Application of RBF and proposed transfer by The Cellars of its off-sale liquor license to RBF following the actions of the City taken on the Application of RBF. If the parties requests are approved by the City, the parties would request that the effective date of the transfer be March 2, 2009.

If you should have any questions concerning any of the foregoing, please feel free to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Daniel D. Thue", with a long horizontal flourish extending to the right.

Daniel D. Thue

DDT/cbh

cc: The Cellars Wines & Spirits of Roseville II, Inc.
Andy Jacobson, Esq.



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



APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company. Name Old Republic Insurance Co. Policy # mwc 11539100

Licensee's MN Sales and Use Tax ID # 60496143 To apply for a MN sales and use tax ID #, call (651) 296-6181

Licensee's Federal Tax ID # 30-4530010

If a corporation, an officer shall execute this application If a partnership, a partner shall execute this application.

Licensee Name (Individual, Corporation, Partnership, LLC) <u>RBF, LLC of Wisconsin</u>	Social Security # <u>N/A</u>	Trade Name or DBA <u>Rainbow Foods #8802 (liquor)</u>
License Location (Street Address & Block No.) <u>1201 W. Larpenteur Avenue</u>	License Period From <u>9/30/08</u> To <u>12/31/08</u>	Applicant's Home Phone # <u>414-231-5000</u>
City <u>Roseville</u>	County <u>Ramsey</u>	State <u>MN</u>
		Zip Code <u>55113</u>
Name of Store Manager <u>Bruce Kautzman</u>	Business Phone Number <u>651-488-1825</u>	DOB (Individual Applicant) <u>N/A</u>

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner. Please see attached

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation 4/29/03, state incorporated in Wisconsin, amount paid in capital \$50 mil. If a subsidiary of any other corporation, so state RBF Holdings, Inc. and give purpose of corporation holding company. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota? ☒ Yes ☐ No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.
First floor space adjacent to liquor store
- Is establishment located near any state university, state hospital, training school, reformatory or prison? ☐ Yes ☒ No If yes state approximate distance. _____
- Name and address of building owner: Reinhart Real Estate Group, Inc.
201 Main Street, Suite 800, Lacrosse, WI 54601
Has owner of building any connection, directly or indirectly, with applicant? ☐ Yes ☒ No
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued? ☐ Yes ☒ No If yes, in what capacity? _____
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. N/A
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?
☐ Yes ☐ No If yes, give name and address of establishment. Please see attached

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment? ☒ Yes ☐ No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises. ☐ Yes ☒ No ☐ Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License. ☐ Yes ☒ No ☐ Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. N/A
12. State Number of Employees 5-7 (approximately)
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? N/A
14. If this license is being issued by a County Board, is it located in an organized township? If so, attach township approval.

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. NO
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details. NO
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties? ☐ Yes ☒ No If yes, give dates, charges and final outcome.
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802.
☐ Yes ☒ No If yes, attach a copy of the summons.

This licensee must have one of the following:

(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)

Check one

- ☒ A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- ☐ B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- ☐ C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

Signature of Applicant

Date

Edward G. Kitz, VP/Secretary/Treasurer

Edward G. Kitz

7/7/08

REPORT BY POLICE/SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

Police/Sheriff's Department

Title

Signature

County Attorney's Signature

PS 9136-(2006)

IMPORTANT NOTICE

All retail liquor licensees must have a current Federal Special Occupational Stamp. This stamp is issued by the Bureau of Alcohol, Tobacco, and Firearms. For information call (651)726-0220

Date: 1/26/09
Item: 12.a
Roselawn Avenue
Street Project

Please see Item: 11.a

REQUEST FOR COUNCIL ACTION

Date: 01/26/09

Item No.: 12.b

Department Approval

City Manager Approval



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

1. BACKGROUND

1.1. On September 22, 2008, the City Council adopted an ordinance establishing a housing improvement area for Westwood Village I. Under state law, the owners of the residential units have 45 days in which to file objections to the creation of the HIA. If 35% or more of the owners of the residential units objected to the creation of the HIA, the ordinance would then be void. (See attachment A & B).

1.2. The City did not receive any objections within the 45 days. After this period had passed the Homeowner's Association, obtained updated quotes from Eagle Siding, Load Bearing, the consultant WWVI hired to assist with construction administration, verified costs by getting another bid from another contractor. (See attachment C). The contractor has been selected by the WWVI board and the City can proceed now with the imposition of the fee. The cost of the improvements is estimated to be \$1,595,336.25. This includes replacement of all of the siding, roofs, gutters, downspouts, and necessary and incidental related improvements and repairs to the housing units and garages within the WWVI along with a 20% contingency.

1.3. The Westwood Village I Board has requested that the City follow its recorded Second Amendment Declaration when establishing the assessment amounts. (See attached Second Amendment Declaration Attachment D). In general, the costs for labor and materials for replacement of siding is divided on the basis of total cost per linear foot of siding on the front and back of each unit and assessed to the unit. All other costs are divided equally among the 47 homeowners. Eagle Siding and Load Bearing have determined that there are basically 5 unit types that have the same surface for the front and back of the units. See attached worksheet providing costs for the improvements and the calculation on how costs were determined (Attachment E). Pictures for those five general unit types are provided for Council Information (Attachment F). If all costs were divided by 1/47 the smaller units would have a hardship of paying more for the costs of the larger units. For your

information staff has included the original declaration for the WWVI townhome association (Attachment J).

- 1.4.** State Statutes allow for other methods to be utilized to calculate the division of costs to the property owners. These include dividing the cost proportionally to the taxable market value for each unit as well as dividing the cost by square footage of each unit. Staff has included a spreadsheet detailing the costs per units based on these methods.(Attachment G). It is important to note that the public hearing that was sent out indicated that the costs would be divided per the WWVI Second Amendment Declaration. If the City Council determines that a different method should be used to divide the costs, staff believes that a new public hearing will need to be called.
- 1.5.** The Housing Improvement Area and the fees are to be spread over a period of 15 years. The proposed interest rate of 7.75% is consistent with the current rate for the City to bond along with a 1.5% fee for the City administration fee. The amount of the fee to be levied against each of the units is shown in Attachment E. The fees will be collected annually along with taxes although they may be paid in full at any time. Any fees paid in full within 30 days of the adoption of the resolution will not be subject to interest. Thereafter, interest is charged from the date of the resolution.
- 1.6.** Similar to the HIA when it was created, State law provides that a resolution imposing the fee may be vetoed within 45 days after its adoption by the owners of 35% or more of the housing units. For this reason, the City will not take the risk of committing to the project until those 45 days have elapsed, or until the owners of at least 65% of the units have committed in writing not to object to the fee.
- 1.7.** The statutes require that before a resolution imposing the improvement fees can be adopted, the Association must submit a financial plan demonstrating that future maintenance and capital improvements in the area can be accomplished by the Association. Such a plan has been presented and reviewed by the City's Finance Director. The plan indicates that through increases in the monthly assessments and proper maintenance the Association should be able to maintain the existing improvements as well as make future capital improvements that may be needed. (See attachment H).

2. REQUESTED COUNCIL ACTION

- 2.1** Adopt attached resolution that imposes fees for the improvement of the units within Westwood Village I per the Westwood Village I by-laws. (See attachment I)

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

Attachments: A: Ordinance
B: RCA and Minutes from September 22, 2008 meeting
C: Construction Costs

74	D: Second Amendment to Association By-laws
75	E: Assessment Costs to units
76	F: Picture of Unit Types
77	G: Assessment cost calculation for value and sq.ft. of units.
78	H: Financial Plan
79	I: Resolution
80	J: Original Declaration for WWVI townhome association
81	

ORDINANCE NO. 1377

**AN ORDINANCE ESTABLISHING A HOUSING IMPROVEMENT AREA FOR
THE WESTWOOD VILLAGE I TOWNHOUSES
PURSUANT TO THE MINNESOTA STATUTES CHAPTER 428A**

PREAMBLE:

- A. The City is authorized under Minnesota Statutes Sections 428A.11 through 428A.21 to establish by ordinance housing improvement areas within which housing improvements are made or constructed and the costs of those improvements are financed in whole or in part by the City which is repaid by fees imposed upon the owners of housing units within the area.
- B. In accordance with Minnesota Statutes Section 428A.11, owners of 25% or more of the housing units located within the Westwood Village I Townhouses filed for petition with the City requesting a public hearing regarding the establishment of a housing improvement area.
- C. On September 22, 2008 the City Council conducted a public hearing on the petition which hearing was duly noticed in accordance with Minnesota Statute 428A.13, subd. 2, at which all person, including owners of property within the housing improvement area were given an opportunity to be heard.
- D. The City Council therefore has determined a need to establish the Westwood Village I Housing Improvement Area as defined herein in order to facilitate certain improvements to the property all in accordance with the Housing Improvement Act.

Now, therefore, the City of Roseville does ordain:

Section 1. Pursuant to Minnesota Statutes Chapter 428A there is hereby established in the City of Roseville a housing improvement area over property commonly known as Westwood Village I Townhouses. For the purpose of this Ordinance the City shall be implementing Agency.

Section 2. Findings. The City hereby makes the following findings in support of its action to establish the housing improvement area described herein:

- a. The Council finds that without establishment of the housing improvement area the housing improvements could not be made by the townhouse

association for, or the housing unit owners in, the Westwood Village I Townhouse development.

- b. Council further finds that designation of said housing improvement area is needed to maintain and preserve the housing units within that area.

Section 3. Housing Improvement Area defined. The Westwood Village I Housing Improvement Area is hereby defined as that area of the City legally described as follows:

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

Section 4. Housing Improvements defined.

- a. For the purposes of this Ordinance, the term “housing improvements” shall mean the replacement of roofs, siding, gutters and downspouts, and necessary and incidental related improvements and repairs to the housing units and garages within the Westwood Village I Housing Improvement Area.
- b. The above mentioned construction shall also include all incidental work and necessary repairs to finish the improvements to industry standards and comply with permit building codes and laws regardless of whether said incidental work is described in this ordinance.
- c. Housing Improvements shall also be deemed to include any of the following costs incurred by either the Westwood Village I Housing Improvement Area or the City:
 - i. All costs of architectural, engineering and construction administration services in connection with the improvements.
 - ii. All administration, legal, assessing fee and consultants costs in connection with the Westwood Village I Housing Improvement Area.
 - iii. Costs of issuance of bonds, if any, to finance housing improvements under the Housing Improvement Act.

Section 5. Housing Improvement Fee. The City may, by resolution adopted in accordance with the petition, hearing, and notice procedures required under Minnesota Statute Chapter 428A known as the Housing Improvement Act, impose a fee on the housing units within the Westwood Village I Housing Improvement Area at a rate, term and amount sufficient to produce revenues required to provide the Housing Improvements subject to the terms and conditions set forth in this section.

- a. Any Housing Improvement Fee shall be imposed and shall be fully payable no greater than fifteen years after the first installment is due and payable.
- b. The resolution imposing any Housing Improvement Fee shall provide that any fee, or portion thereof, not prepaid by the housing unit owner shall be deemed to include amortized interest upon unpaid housing improvement costs at an annual rate equal to the rate imposed for special assessments in the City at the time the resolution is adopted plus an additional one and one-half percent (1.5%).
- c. Any Housing Improvement Fee shall be collected at the same time and in the same manner as provided for payment and collection of ad valorem taxes, in accordance with Minn. Stat. 428A.05. As set forth in Minn. State. 428A.14, the Housing Improvement Fee is not included in the calculation of levies or limits on levies imposed under any law or charter.
- d. Any Housing Improvement Fee shall not exceed the amount specified in the notice of public hearing regarding the approval of such fee; provided, however, that the Housing Improvement Fee may be reduced after approval of the resolution setting the Housing Improvement Fee, in the manner specified in such resolution.

Section 6. Issuance of Bonds. At any time after a contract for construction of all or part of the housing improvements has been entered into or the work has been ordered, and the period for prepayment of the Housing Improvement Fee has expired, the Council may issue bonds in the principal amount necessary to finance the housing improvements that have not been prepaid along with costs of issuance of the bonds. Such bonds shall be issued pursuant to and in accordance with Minn. Stat. 428A.16 of the Housing Improvement Act.

Section 7. Annual Reports

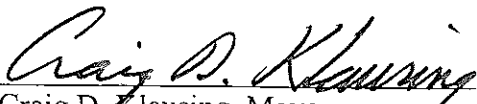
- a. On or before August 15, and each August 15th thereafter until all Housing Improvement Fees derived in the Westwood Village I Housing Improvement Area are fully paid, the Westwood Village Townhouse Association and any successor in interest, shall submit to the City Finance Department a copy of the Association's audited financial statements.
- b. Westwood Village I Townhouse Association, and any successor in interest, shall also submit to the City any other reports or information at the time and as required by any contract entered into between that entity and the City.

Section 8. Notice of Right to File Objections. Within five days after the adoption of this ordinance, the City Manager is authorized and directed to mail to the owner of each housing unit in the Westwood Village I Housing Improvement Area a copy of this Ordinance and notice that owners subject to the proposed Housing Improvement Fee have a right to veto this ordinance if owners of at least 35% of the housing units within the Westwood Village I Housing Improvement Area file an objection with the City Manager before the effective date of the ordinance.

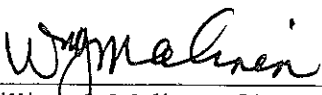
Section 9. Amendment. This Ordinance may be amended by the City Council upon compliance with the public hearing and notice requirements set forth in Minn. Stat. 428A.13, subd. 2 of the Housing Improvement Act.

Section 10. Effective Date. This Ordinance shall be effective 45 days after its adoption introduced this 22nd day of September, 2008.

Adopted this 22nd day of September, 2008.


Craig D. Klausing, Mayor

ATTEST:


William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: 09-22-08

Item No: 11.A

Staff Approval:



Manager Approval:



Item Description: Public Hearing to Consider Establishment of Housing Improvement Area for Westwood Village I (HF0052)

1.0 Requested Action

Staff is requesting adoption of an ordinance establishing a Housing Improvement Area (HIA) for Westwood Village I.

2.0 Background

2.1 On **September 12, 2006** a petition of the owners within Westwood Village I was received by Roseville City staff. Per the statutory requirements, Mn Statute **428A.12**, 25% of the owners within the proposed HIA to sign the petition before it can be considered by the City.

- a. With 47 total units, Westwood Village I collected signatures from 83% of the owners, 39 signatures. The petition specifically requests that the **City set a public hearing** to consider the adoption of an ordinance establishing a housing improvement area. Ordinances can only be adopted by the **City Council**.

2.2 October 9, 2006 Council Meeting

- a. The City Council accepted the petition as adequate and in compliance with State Statutes.
- b. The City Council set a public hearing to consider establishment of a Housing Improvement Area consisting of parcels encompassing Westwood Village I for December 18, 2006.

2.2 December 18, 2006 Council Meeting

- a. The City Council held public hearing and took public comment to consider public purpose and need for funding assistance (Attachment A).
- b. The City Council directed staff to provide the following information prior to June 11, 2007:

- i. Conduct a Townhome & Condominium Association Survey to determine if there is larger community wide need for HIA Funding. The results of the survey could indicate the advantage of bonding for the Program.
 - ii. Work with the local banking community to evaluate and understand their openness to providing more favorable association financing using other national models. Also evaluate if the private lending risk could be reduced with some type of government guarantee.
 - iii. Review the associations' current finances to determine if they have insufficient resources to pay for the improvements.
 - iv. Review the association's financial plan that must be prepared by an independent third party.
 - v. Work with the association to prepare a scope of work based upon the building inspector's report and collect at least 2 private bids.
 - vi. Determine the level of added fees and interest rate on possible financing of the project.
 - vii. Survey other suburban communities to understand how many have evaluated the use of the Housing Improvement Areas and decided not to pursue and for what reason or if they have used the Housing Improvement Area tool and what their experience is with this tool.
- c. No public action was taken but Council authorized an analysis by staff, with up to six months (up to June 11, 2007) delay in setting an ordinance. Staff noted that the delay would allow time to review the financial situations of the association; the association's future financial plan; to research other financial options (i.e., private bank financing or bonding); to determine the cost for work needed (scope of work and two bids); and to survey City townhome and condo associations to determine broader community needs within the City of Roseville for an HIA improvement tool.

2.3 June 11, 2007 Council Meeting

- a. Deadline for Council to consider adoption of an ordinance establishing the HIA per Mn Statute 428A.13, subd.2 k- ***"The hearing may be adjourned from time to time. The ordinance establishing the area may be adopted at any time within six month after the date of the conclusion of the hearing by a vote of the majority of the governing body of the city."***
- b. The summary of the Housing Improvement Area Survey was presented to the Council. The results of the survey conveyed that condominium and town home associations in Roseville have generally prepared themselves financially for future common area improvements. However, there may be associations that are less prepared for capital expenditure required for common area improvements and they potentially could petition the city or the HRA for the use of establishing a Housing Improvement Area (HIA).
- c. Staff was not able to provide more information that the Council needed in

order to make a decision regarding establishment of a Housing Improvement Area for Westwood Village I. Therefore, council moved to re-open the Public Hearing on Westwood Village I's request for a Housing Improvement Area (HIA), previously closed on December 18, 2006; and approved continuation of the hearing until additional information could be provided. (Attachment B).

3.0 Discussion

- 3.1 A HIA is a tool available to local units of government provided by MN Statute 429A.11 – 429A.21. The HIA can be created to help fund improvements to common areas within housing areas that can not otherwise be economically feasible through private financing. The HIA works similar to a public assessment process with the payback on the cost of the improvements, plus interest and administration costs, which are added to the taxes of the owners within the identified area over a period of years.
- 3.2 The HRA 2008-2012 Strategic Plan and overall goals of the City's Comprehensive Plan would support use of an HIA, ("Preserve existing housing and develop new housing in partnership with federal, state and regional agencies and non-profit community groups and businesses.") In order to establish a housing improvement area, Council must find, first, that without the establishment of the area the improvements cannot be made and, second, that the proposed improvements are necessary to preserve the housing units in the proposed area.
- 3.3 The Westwood Village I hired Load Bearing, Inc as construction manager to represent the Townhome Association interest in the "housing improvements" that include replacement of roofs, siding and trim, gutters and downspouts, soffit and fascia and any necessary related improvements and repairs to the housing units and garages within Westwood Village I. Load Bearing developed the specifications, put the work to bid, reviewed the bids and verified that the proposals are "apples to apples". Mr. Munson and Mr. Proulx from the City Inspection department reviewed specifications and bids and felt that the scope of work will meet the described improvements that are needed. (Attachment C).
- 3.4 Recent financial statement of the association has been reviewed by Staff and indicates that, while there are funds available for routine maintenance of the grounds, there are not adequate finances to pay for the proposed capital improvements. Homeowners associations tend to find it nearly impossible to obtain financing for these kinds of improvements because the association can provide little, if any, acceptable securities. Having each owner obtain separate financing is cumbersome and could stop a project if just one owner decides not to cooperate or does not have adequate security for a loan. Westwood Village I did seek alternative financing through Bremer and US Bank. Both banks declined the loan request. (Attachment D).
- 3.5 State law requires that before the project can proceed, the association must provide the City with a financial plan, prepared by a third party, showing how future capital

improvements can be financed without public assistance. The association has completed a capital improvement reserve plan and Staff has reviewed the plan. The reserve funding plan for future capital improvement/replacement projects uses Cash Flow projections with the goal of maintaining a positive balance in the reserve fund account for the next 30 years. The initial monthly reserve contribution requirement is \$130.19 per unit per month. This is the minimum amount needed to meet the projected expenditures and fulfill the mandate of the state statute 515B.3-114 and the association's governing documents. This amount is \$84.19 per unit per month above the association's 2008/09 budgeted rate. This report and additional increased amount to the Townhome owner's was presented on August 12, 2008. The new increase will take effect in April 2009, the beginning of the Associations fiscal year. In addition the association will also be required to provide the City with annual financial reports until the public financing has been repaid. (Attachment E).

- 3.6 At its last board meeting on August 12, 2008, the Westwood Village I home owner's where presented with what the monthly costs could be with the City Assisting with Financing of the improvements through the use of a Housing Improvement Area. Based upon a loan amount of \$1.5 million the payments would range between \$250-\$311 a month based upon interest rate and term of loan that the City of Roseville is willing to grant to the association. The City of Roseville when assessing improvements has in the past only granted a 15 year term and has charged administration fee of 1.5% onto the interest charged to the City. Staff is recommending that the City Council stays with the past practices. However Westwood Village I association has requested that the City consider a 20 year term and reducing its administration fee to less than 1.5%. Currently if the City was to bond for these improvements and did a direct placement with Bremer bank the current interest rate is 6.09% to the City for 7 years with a 15 year term and amortization. See below for alternative finance options.

Financing	Bank	HIA	HIA	HIA	HIA
Term	7	15	15	20	20
Interest	6.09	7%	8%	7 %	8%
Monthly Payment	\$379.94	\$292.01	\$310.72	\$251.05	\$270.88
Annual Payment	\$4,559.27	\$3,504.08	\$3,728.60	\$3,012.54	\$3,250.60

- 3.7 At the August 12, 2008 board meeting information regarding costs of construction and projected association due increases were discussed as well as assessment fees that the association could have set against the property. At that time Westwood Village I did take a vote regarding moving forward with the improvements. Out of 47 home owner's 41 were in attendance (6 were via proxy) and the vote was 35 in favor, 4 against, and 2 abstained.
- 3.8 If a housing improvement area is established, a second public hearing will be held in the future to discuss the cost of the project and the amounts to be assessed against each unit. A resolution assessing those costs would have to be adopted

before the project can begin. There would be opportunity to residents to pay off the assessment without having any finance charges or fees. The Westwood Village I Board has requested that the City follow its recorded Second Amendment Declaration for establishing the assessment amounts. In general, the costs for labor and materials for replacement of siding is divided on the basis of total cost per linear foot of siding on the front and back of each unit and assessed to the unit. All end walls of the buildings are assessed equally among the 47 homeowners.

3.9 An ordinance establishing a housing improvement area takes effect 45 days after its adoption rather than 15 days after publication as with other ordinances. During that 45 day time period owners of at least 35% of the units, in this case 17, can veto the ordinance by filing a petition objecting to it.

3.10 When staff was reviewing Housing Improvement areas it was found that Coon Rapids, Hopkins, New Hope, Plymouth, St. Louis Park and Victoria have all done HIA's in the past. Staff did talk with Coon Rapids Community Development Ms. Cheryl Bennett, since they have been doing the most HIA's. Ms. Bennett commented that they have been doing so many HIA's that the City of Coon Rapids has put in place a procedure to process the requests.

3.11 Enclosed are public comments that staff has received to date. (Attachment F).

4.0 **Suggested Council Action:**

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

4.2 If Council finds, first, that without the establishment of the area the improvements cannot be made and, second, that the proposed improvements are necessary to preserve the housing units in the proposed area, then Council should adopt the ordinance. If questions arise that cannot be adequately answered at this meeting, the Council can postpone action on the ordinance. However, the ordinance must be adopted within six month of the public hearing if the Council chooses to do so.

4.3 Discuss length, term and finance fees that Council would impose to Westwood Village I so that the ordinance can be finalized.

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

Attachments: Attachment A December 18, 2006 Council meeting RCA and Minutes
Attachment B June 11, 2007 Council meeting RCA and Minutes
Attachment C Letter and Bid Summary
Attachment D Letters from Banks
Attachment E Summary of Capitalization Report
Attachment F Public Comments
Attachment G Ordinance

At the request of Mayor Klausing, Finance Director Chris Miller briefly reviewed this item.

Mayor Klausing noted a recent *Pioneer Press* article about the City Council considering a resolution of support for Ramsey County keeping the library open at a location in Roseville during construction. Mayor Klausing clarified that it was the decision of the Ramsey County Board, not the City Council, as to whether the facility was kept open. However, Mayor Klausing spoke in support of a facility remaining open in Roseville for the benefit of Roseville residents and surrounding communities.

Pust moved, Ihlan seconded, adoption of Resolution No. 10658 entitled, "Resolution Encouraging Ramsey County to Keep the Roseville Library Branch Open During Reconstruction;" *as amended to read (Lines 66-70:*

"NOW, THEREFORE, BE IT RESOLVED, that the Roseville City Council encourages the Ramsey County Board of Commissioners to keep an interim Roseville Library open [in Roseville] in some capacity for the community during reconstruction."

Roll Call

Ayes: Roe; Ihlan; Willmus; Pust; and Klausing.

Nays: None.

Mayor Klausing wished the Library Board well in their presentation to the Ramsey County Board.

Councilmember Pust encouraged residents to let their elected County officials know their interest in keeping the library open in Roseville during construction.

9. General Ordinances for Adoption

10. Presentations

11. Public Hearings

a. Public Hearing to Consider Establishment of Housing Improvement Area for Westwood Village I

City of Roseville Housing Program Coordinator Jeanne Kelsey reviewed the background, proposal and suggested Council Action related to the request of Westwood Village I for establishment of a Housing Improvement Area (HIA) as detailed in the staff report dated September 22, 2008. Ms. Kelsey highlighted specifics of HIA's, included in Section 3 of the staff report. Ms. Kelsey reviewed staff's analysis, review of the Association's current financial situation and future financial plan.

A bench handout was provided with additional detail via e-mail from Ms. Sue Shea, Past President of the Westwood Village I Association regarding steps taken by the Association to ensure future financial stability of the Association to avoid similar situations.

As detailed in the staff report, Section 3.9, Ms. Kelsey noted that a second public hearing would be scheduled in the future to discuss the cost of the project and the amounts to be assessed against each unit, with requested Council action at that time in the form of a resolution assessing those costs prior to the project being initiated. Ms. Kelsey noted that there would be opportunity for residents to pay off the assessment without finance charges or fees; in accordance with the Association's Second Amendment Declaration for establishing assessment amounts, basically dividing costs equally among the 47 homeowners.

Ms. Kelsey reviewed the proposed ordinance establishing a housing improvement area (HIA) that would, upon enactment of the City Council, take place 45 days thereafter; and that during that time period, owners of at least 35% of the units, or in this case, 17 units, could veto the ordinance by filing a petition of objection.

Ms. Kelsey reviewed, as per Section 3.10 of the staff report, other communities having established HIA's in the past, and their experiences in doing so. As part of their analysis, staff recommended a 15-year term, with a 1.5% administrative fee over and above the assessment amount of the improvements, using the Second Amended Declaration of Common Interest Community No. 727, a Planned Community – Westwood Village, distributing assessments equally among the 47 homeowners.

Ms. Kelsey provided, in addition to written testimony provided in the staff report, three additional written testimonials supporting the requested City Council action.

Ms. Kelsey concluded by reviewing requested Council action tonight, in opening the Public Hearing to take public comment; noting that mailed notice was sent to all owners of record within the proposed boundary of the HIA for Westwood Village I, in addition to published notice in the *Roseville Review*. Ms. Kelsey noted that the current and past presidents of the Association Board were present and would like to speak to the issue prior to public comment.

Mark Lindberg, current President, Westwood Village I; [2702] MacKubin Street

Mr. Lindberg read a prepared statement, providing a history of the project, current deterioration of the buildings, lack of foresight in original governing documents from the 1960's for this major of a project, inadequate Association funds, and the Association's desire to partner with the City to accomplish this rehabilitation. Mr. Lindberg opined that this project would serve to meet goals as outlined in the Sec-

tions 1 – 6 of the *Imagine Roseville* community visioning process and its priorities.

Sue Shea, former President and now Vice President, Westwood Village I, 2666 MacKubin Street

Ms. Shea also read from a prepared statement, noting that Village units were ninety-six percent (96%) owner-occupied; and reviewed her e-mail providing the steps taken to avoid a similar situation in the future; through hiring of a CAP to complete a reserve study and long-term financial plan for the Association; increased dues to meet long-term needs; the hiring of a third party construction manager to provide technical aspects of the project design specifications and review of bid documents; and monies spent on attorney fees throughout this process and in developing a Second Amended Declaration for the Association. Ms. Shea advised that, while all unit owners could not be appeased, the majority of over seventy-five (75%) had approved and adopted amended documents. Ms. Shea opined that the documents were fair and clearly established allocations for improvements and assessments; and respectfully asked that the City Council honor the decisions of the majority of property owners; and asked that the City Council consider reducing the proposed administrative fee.

Mayor Klausing referenced several portions of the Second Amended Declaration, provided to him at his request earlier in the day by staff; and apologized that he had not directed staff to copy all Councilmembers prior to the meeting. Staff made copies of the document for all Councilmembers during the meeting, as well as for the public.

Discussion among Councilmembers, staff and Association Board President Lindberg, and Vice President Shea included allocation of costs per linear foot and definition of the surface areas; uniqueness of the design of the units and varying levels of specific units; additional costs for courtyard door replacement on all 47 units; and door and window trim cost allocations; and limited common elements addressed in Section 6 of the Second Amended Declaration, Section 3.2, subdivision 2 (i.e., gutters, downspouts and roofing) with window replacement being an individual homeowner responsibility. It had been determined by the majority vote that all units would be assessed equally, whether internal or end units, noting that benefit of end units was limited and everyone essentially benefited from the end units, based on advice of the Association's attorney and interpretation of common interest community law, and based on majority rule of the community..

Further discussion ensued regarding changes to original covenants and determination of which properties were defined as unlimited common property; sizes of units (varying); and the City Council's obligation to determine if the requested action, based on the documents presented, was fair and equitable, without attempting to micro-manage the project; and the nominal monetary differences for as-

sessments when divided among the units and based on majority decision of property owners.

Councilmember Pust opined that the Association Board had done an amazing amount of work for a volunteer board, and thanked them for their perseverance, further opining that the Board, as well as the City Council had learned a lot. Councilmember Pust questioned if the board had taken into consideration, for the construction work, making the property more environmentally friendly and energy efficient to be good environmental stewards in the products being considered for the improvements. Councilmember Pust provided her rationale in seeking this information to serve the greater Roseville community needs through improvement of this strong piece of the City's housing stock, benefiting the entire community. Councilmember Pust opined that, through this process and in redoing Association documents, it had hopefully served as a learning experience in working together as a community, while compromising on various aspects, and commended the Association majority for increasing their dues to accommodate future improvements, negating the need to return to the City for assistance in the future.

Mr. Lindberg advised that the Association was attempting to do so, with insulation board insulation behind the siding, in addition to insulated siding to allow energy savings for homeowners; in addition to many individual property owners installing new windows at a cost investment of \$15 – 20,000 per unit out-of-pocket, which would also save energy.

Ms. Kelsey, at the request of Councilmember Pust, provided a review of why the private sector was not willing to finance these improvements. Ms. Kelsey highlighted discussions with U. S. Bank and Bremer Bank, with them both identifying their reason for denial based on only approximately 10% in replacement reserves, and the amount needed estimated to be \$1.5 million; thus not meeting the banks' underwriting requirements to cover a certain percentage of 20 – 25%. Ms. Kelsey noted that Bremer Bank offered to serve as a direct placement for the City of the loan, rather than the City pursuing a bond in the market place; however, they demanded that the improvement be assessed on individual taxes so they could be guaranteed a return on their investment.

Additional discussion included current housing and economic markets; consequences of any units that may go into foreclosure and impacts to the association and/or assessment pay back to the City; and confirmation that the private market was not an option for the Association or property owners.

Councilmember Pust opined that, before the government served as a bank, confirmation had been determined that the private market was not going to finance the project.

Mayor Klausing opened the Public Hearing at 7:02 p.m.

Mayor Klausing asked that speakers focus on the issues before the Council: whether area improvements could be made without an HIA in place; how best to preserve the housing units, and if imposing assessments was the best solution; rather than more broad-ranged comments.

Public Comment

Janna Rieck, 2668 MacKubin

Ms. Rieck noted that, when she had purchased her unit in December of 2005, she knew full well that this project would become a reality; and further noted that the Association had clearly defined the possibility on all their releases and documents. Ms. Rieck advised that she was an owner of one of the larger, end units, and assured the City Council and other property owners that the only item being paid for by all property owners was additional siding for that end wall; and further advised that any additional insulation, or other improvements would be totally her responsibility, and that she would gladly bear that responsibility, as it would ultimately and primarily benefit her.

Ms. Rieck acknowledged that the units were not “green” now, with most units having windows from the original 1969 construction; however, noted that other improvements could not be made by individual property owners without assistance and establishing an HIA. Ms. Rieck opined that the consultant had done a phenomenal job in setting up specifications for the project and in making sure as many eco-friendly options as possible were available.

Ms. Rieck, as an owner in Westwood Village I, asked for the City Council’s respect for the majority decisions made by property owners in this ongoing process to-date; and for financial support in restoring the units to help make Roseville an attractive destination. Ms. Rieck alluded to the many amenities of the community; and opined that she was waiting to see if her government that she voted for would support her endeavor to have a strong, valuable property and home along with the other unit owners in the Westwood community.

Maureen Dalens, 2664 MacKubin Street

Ms. Dalens advised that she was speaking as a representative of several smaller townhome unit owners; and provided front and rear exterior elevations of those smaller units. Ms. Dalens opined that, if approved under the new declarations, those property owners would be hurt financially, and would be subsidizing the larger units. Ms. Dalens sought to substantiate these issues by reviewing additional roof area, gutters, soffits and fascias; additional decking; and other areas requiring additional siding. Ms. Dalens opined that, in fairness, each home should pay for only its own costs, as per the original documents; with 42 units being larger, and only six being smaller units.

Ms. Dalens quotes State Statute and provided her interpretation of the language. Ms. Dalens spoke to the demographics of the six (6) smaller units; and asked that the City Council not approve the request as presented at this time. Ms. Dalens took issue with not receiving requested information from the Association Board; and the specifications provided by Load Bearing as far as footages and equal divisions of costs. Ms. Dalens shared personal calculations of proposed cost allocations for the project; and reviewed designated common property areas.

John Shea, 2642 MacKubin Street

Mr. Shea opined that the membership had already voted and approved the division of costs; and noted that the Association was present only to seek the City Council's support of the HIA; and that the allocation was not longer pertinent to the discussion with adoption by the majority of the Second Declaration document.

Mayor Klausing clarified that the City Council was charged with and obligated to perform due diligence in making an assessment, and in using public monies.

Norman Peterson, 2678 MacKubin Street

Mr. Peterson advised that his is a large unit, and opined that he did not have a "porch" as indicated by Ms. Dalens. Mr. Peterson observed that each unit had different features, and each were unique; and asked that the City Council take that into consideration and approved the ordinance.

Tom Lind, 2726 MacKubin

Mr. Lind clarified what the Board had attempted in making fair cost allocations to all units, and noted the common improvement areas for the overall project, including roofing, divider walls, garages, and common areas. Mr. Lind noted that the original cedar siding had continued to deteriorate and attract rodents, causing further deterioration, and that the Board's rationale was to alleviate and correct that in the fairest way possible for all residents, in addition to making the building more energy efficient. Mr. Lind opined that the difference in costs per unit was minimal when broken down into the five categories for the project. Mr. Lind further clarified that the purpose of this Public Hearing was to determine if the City was going to loan money for the project or not; and noted the amount of work completed to-date by the Board, and the status of the bids and time constraints, in addition to the original bids having expired in August, and the increase in shingle costs. Mr. Lind opined that the longer the approval process was delayed, the more cost unknowns and material and supply costs would increase.

Ron Brand, smaller unit owners, 2710 MacKubin Street

Mr. Brand advised that, while not currently living on site, he and his wife had purchased the unit for their retirement residence. Mr. Brand opined that it was vitally important that this financing become available; and that a consensus on that financial assistance happen and the project be completed for the overall benefit of Westwood Village. Mr. Brand opined that this was a challenge, since all the units

were unique to themselves and different sized; however, he opined that based on the formulas used, there was very little difference between small and larger units when compared to the actual difference in square footage and loan to value difference. Mr. Brand opined that his concern was in all units sharing costs for the exterior walls for those units having additional interior siding areas unique to them, creating an unrealistic cost. Mr. Brand opined that it was very important for their community that this financing occur, and that there were no other options to improve the property; however, he questioned how the particular specifications and bids were allocated among property owners, specifically the interior siding issue.

Don Nygaard, 2658 MacKubin

Mr. Nygaard, a professional engineer and resident, advised that he was not on the board at this time; however, noted that he had served through a number of past projects done in 1996 involving storm sewer, landscaping and other improvements; and the last time major staining and painting had been redone was in 2000, at which time a significant amount of cedar boards had been replaced due to rotting, thinking that was the most cost-effective solution and that it made sense at the time. Mr. Nygaard opined that the Board was currently seeking to do a major residing project, rather than continuing to replace ineffective cedar siding that continued to deteriorate.

Mr. Nygaard, speaking from his expertise as an engineer, opined that this volunteer Board had done a tremendous amount of diligence in researching the project, revising the covenants, and putting everything in place according to current State law, and providing for reserves for future projects. Mr. Nygaard spoke to the Board seeking consultation from outside parties for a full study on the financing aspects and reserves to ensure they were appropriate over the next thirty (30) years; and their hiring of a construction manager to prepare specifications and bids; opining that this had provided for an excellent piece of work and bids from seven (7) different firms. Mr. Nygaard opined that Westwood Village was a special place, and as a resident since 1989, he appreciated the design of the units by a talented architect; and opined that it served as something special to the City of Roseville as well; and thanked the City Council for their willingness to work with the Westwood community on financing the project to allow them to do the project right.

Donna Como, 1629 W Highway 36, Rosewood Village Condominiums

Ms. Como advised that she was not a resident at Westwood; however, spoke on behalf of the Association to encourage the City Council to endorse this ordinance. Ms. Como spoke to the importance of this action to other multi-family dwellings. Ms. Como noted that their condominiums were facing a similar situation; and expressed her appreciation to City staff, specifically Ms. Kelsey and Community Development Director Patrick Trudgeon, for their assistance and expertise. Ms. Como noted that their units were 37 years old; and were facing roofing and siding

improvements, as well as State mandates for elevator installation. Ms. Como opined that she was not aware if their units were in the same position to seek funding from the City, but advised they would be looking at it more closely. Ms. Como thanked the City Council for considering looking at the needs of Westwood Village I.

Frederick Blanch, 2728 MacKubin

Mr. Blanch opined that square feet were not necessarily square feet when looking at labor and time required for the unique siding issues on some of the smaller units. Mr. Blanch further opined that this issue could be "detailed to death;" but noted that the Board was attempting to make this entire project as fair as possible, and that a professional manager was available to assist with the project. Mr. Blanch asked that, with majority support of the property owners already determined, that the City Council not get mired in the details; and thanked them for their consideration.

Esther Piper, 2712 MacKubin

Ms. Piper advised that she and her husband Richard came to Westwood Village in February of 1969; and throughout their almost forty (40) years there, the units had received numerous improvements for the entire community. Ms. Piper observed that Mr. Nygaard had spent one entire summer overseeing the road improvements for the Village; and opined that the Westwood community had always been able to come together as a community, based on splitting costs equally among the forty-seven (47) units. Ms. Piper opined that this improvement was very important for the overall Westwood community and expressed her concern in hearing the dissention among a few residents, when the community was built on a democracy and that the majority counted. Ms. Piper stated that she hoped it did this time as well.

Mayor Klausing closed the Public Hearing at 7:48 p.m.

Councilmember Ihlan opined that a larger policy picture was evident for the City; and asked staff where the funding for this project would come from.

Finance Director Miller advised that, given the size of the improvements, he anticipated recommending to the City Council issuing a Revenue Bond; but hesitated to do so under a General Obligation Bond, should assessments come up short and create a need to pay off the debt service with general taxpayer monies.

Councilmember Ihlan asked if other taxpayers or the City's credit rating would be impacted.

Mr. Miller responded that the City was recommending that residents be allowed to pay their assessments up front if able to do so, and that a 1-1/2% administration

fee, above the assessment, be applied in case assessment payments come in lower than anticipate.

Councilmember Ihlan questioned the term of the loan.

Mr. Miller recommended a 15 year term, rather than 20 years, which was consistent with other City bond issues and assessment terms for other improvement projects.

Councilmember Ihlan expressed concern with the fairness of allocation costs within the community association; and also expressed concern about the larger community of Roseville and whether other multi-unit buildings would seek the same thing; and whether the City could support issuing another bond for 15 years.

Mr. Miller advised that there were some limits; however noted that the City was well below its debt capacity; and didn't know if other homeowner associations were in the same position or what that magnitude could be.

Ms. Kelsey responded that staff had performed a survey of other multi-unit buildings in the City, with no positive responses that they would seek this type of funding. Ms. Kelsey noted the condominium buildings, as previously referenced by Ms. Como; however, she noted that their situation was different and complex, given the owner-occupied and rental mix of the building, based on a government reorganization done in the 1980's. Ms. Kelsey advised that it was her understanding that there were 76 of those units owned by one investor who obtained the property through a foreclosure; and noted that they had yet to identify what if any assistance they needed until completion of their replacement reserve study. Ms. Kelsey further advised that this condominium unit was adjacent to Har Mar Apartments, and with the substantial improvements being performed there, they sought to be a good neighbor and improve their property accordingly.

Councilmember Ihlan expressed further concern that the City was serving as a bank for this project; and noted the City's limited resources, and no criteria in place to determine merits of various projects, but apparently decision-making on a first come, first serve basis. Councilmember Ihlan opined that she was not only concerned regarding the Westwood Village community, but for the City's fairness to the entire community; and fairness for single-family homeowners who may need assistance, but couldn't afford to borrow due to the current credit crunch.

Ms. Shea responded to Councilmember Ihlan regarding what prevented other associations from seeking financial assistance, noting that this HIA program, unless extended by the State, had a sunset date of 2009, and that any process needed to have reached a certain point by that sunset date or couldn't seek application. Ms. Shea, regarding if Westwood unit owners couldn't afford the assessments, advised that the Association didn't want to lose anyone, and that they were seeking finan-

cial assistance for the entire Westwood community; however, opined that the Association couldn't afford to "do nothing;" and while there may be several who had to move if they couldn't afford the payments, without attempting to sound harsh, in selling their asset, it provided them more recourse than renters. Ms. Shea again opined that the Association could not afford to not do something.

Councilmember Willmus sought current assessment values of the average units.

Mr. Miller responded that, in 2006, the typical unit value was \$205,000.

Councilmember Willmus advised that he was struggling with the term, interest and balancing the numbers.

Councilmember Pust noted that she had originally been the one expressing the most concern with this concept; and that she was hearing some of her concerns when the City Council was first approached by Westwood Village. Councilmember Pust noted that the City, through the HRA, had numerous programs for single-family residential properties. Councilmember Pust opined that the City needed to look at their housing stock, and invest in multi-family housing stock, to provide for quality multi-family housing.

Councilmember Pust noted the State statute caps for this program and timing for HIA's that would address any floodgate problems with multiple requests; and opined that through this tool and by investing in the City's housing stock, it was a win-win for the City in maintaining good housing, and not having multi-family units further deteriorate, creating more problems similar to the current foreclosure crisis for single-family homes. Councilmember Pust noted the complexities of the HIA; however, opined that just because the City hadn't done it before, didn't mean that it shouldn't. Councilmember Pust opined that the City Council needed to trust the Westwood community that had diligently worked through this; and asked that those on the losing side of the Westwood majority vote, would consider their risks if they didn't work together as a community (i.e., contractor honoring his bids; costs of rebidding the project; additional deterioration of existing siding) and asked that under that analysis they act now rather than risking starting over in another economic time. Councilmember Pust opined that this was the time to act on this.

Councilmember Roe sought clarification from Mr. Miller or City Attorney Squires on State Statute provisions for linking assessments and paying off bonds, similar to pay-as-you-go stipulations based on income received versus bond payments. Councilmember Roe sought further information from staff regarding staff's rationale for not recommending a reduced administrative fee as requested by the Association.

Mr. Miller responded that he was not aware of any specific Statute provisions related to non payment of assessments based on their application to property tax statements; and staff's recommendation, if the City Council chooses to participate in the financing package, that the term be for 15 years, and include a 1-1/2% administrative fee. Mr. Miller opined that, in so doing, the City was treating Westwood Village I as they did all other City residents; and that this recommendation was based on tried and true figures, past practice, and consistent with other municipal assessments.

City Attorney Squires advised that the charges went to the tax rolls and at some point would be collectible, and not dischargeable by bankruptcy or foreclosure.

Councilmember Ihlan, noting some dissention among property owners, sought clarification that the same appeal process was available for those unit owners

Ms. Kelsey and Mr. Squires responded, based on State Statute Chapter 428.A.18 under veto powers and assessment rights; and the appeal process within forty-five (45) days of adoption of the ordinance, thus the time frame between enactment of the ordinance and when it became effective. Mr. Squires reviewed that thirty-five percent (35%) of property owners as the requisite number could appeal within that time frame to the ordinance establishing the HIA, as well as the fee assessment as well.

Mayor Klausing focused discussion on the general question of whether to establish and HIA and use public financing for this type of situation.

Mayor Klausing opined that this was an appropriate involvement for the City of Roseville; noting that he heard a clear consensus from property owners that something needed to be done sooner than later. Mayor Klausing recognized the concerns expressed by Councilmember Ihlan; however, noted that there were other funding mechanisms available for single-family homeowners, without the complications of multi-unit homes. Mayor Klausing from a public policy standpoint, opined that forty-seven (47) units were the heart of a neighborhood, but that they also spilled into other neighborhoods and their quality affected the broader community. Mayor Klausing further opined that, for the health of the community, it was important that repair and maintenance issues be encouraged; and noted that without establishment of an HIA, those improvements would not be possible. Mayor Klausing advised that he still wanted to further research and review the proposed assessment method and allocation.

Councilmember Roe concurred with Mayor Klausing's observations; noting that substantial due diligence had been completed; and thanked the Association Board for that diligence and research. Councilmember Roe opined his support of establishing the HIA; agreeing that the other issues related to assessment divisions could be discussed at a later date.

Councilmember Willmus opined that this was a difficult decision for him to make; however, noted that he definitely had trouble supporting the requested twenty (20) year term; and anything less than 1-1/2% administrative fees.

Councilmember Ihlan opined that she was willing to support creation of an HIA, but would like further Council discussion and consideration of the internal assessment allocations; further opining that this was an appropriate role for the City Council, similar to other assessments they approved.

Assessment

Mayor Klausinglea discussion on the assessment allocation; recognizing that the Association had been through the allocation many times; however, noted that if the Association put themselves in the City Council's position, as representatives of the entire community, they would note the need for their due diligence of the matter.

Ms. Kelsey noted that the City Council had received, in their packets, a summary of the specifications and the letter from Load Bearing describing the scope of work.

Mayor Klausing opined that he needed additional time to review the materials and reconcile stated policy with the assessment allocations.

Councilmember Roe opined that he was ready to move forward with the ordinance, noting that it provided an additional step prior to imposing the fee, with provisions for paying upfront or via assessments, following another public hearing to adopt a resolution related to establishing a fee and the process to be followed. Councilmember Roe observed that, if necessary, the ordinance language could be amended at the time the resolution assessing fees was adopted; recognizing that the Association may have come up with more options by then.

Mayor Klausing expressed his interest in having all questions and issues addressed at this time, prior to proceeding with the ordinance establishing and HIA.

Councilmember Pust opined that, if she was the contractor still honoring his bid, and with rising fuel costs, if he didn't see some forward momentum, he was going to remove his bid. Councilmember Pust questioned how the City Council could substitute their judgment for that of a group of property owners. Councilmember Pust opined that the ordinance move forward, noting City Attorney Squires reading of State Statute provisions, otherwise the entire project would fall apart due to inaction or further delay.

Mayor Klausing noted that he was not suggesting that the City Council rework the documents, expressing his respect for the work done; however, he wanted to make sure he understood all of the provisions.

Councilmember Pust opined that the City Council could take action and protect the Association and their contractor's bid, while still allowing additional time for the City Council to review the assessment issue. Councilmember Pust opined that the City Council served the community better by taking action and protecting them in the market place.

Further discussion ensued regarding interpretation of the hearing process and actions; separate action in establishing an HIA, and a second process in determining and assessing a portion of the costs, consistent with State Statute and a two-tier process, as outlined by City Attorney Squires.

Klausing moved, Pust seconded, enactment of Ordinance No. 1377 entitled, "An Ordinance Establishing a Housing Improvement Area (HIA) for the Westwood Village I Townhouses, pursuant to Minnesota Statutes, Chapter 428A;" amended as follows:

Page 1, Section 1, of the Now, therefore, ... revise wording as follows:

"Pursuant to Minnesota Statutes, Chapter 428A, there is hereby established in the City of Roseville a housing improvement area over property commonly known as Westwood Village I Townhouses. [For the] purpose of this Ordinance, [the] City shall be the implementing Agency."

and

Page 2, Section 5, Housing Improvement Fee. Subd. A – Strike the entire section identified as "a" and re-letter the remaining four (4) items: a, b, c, and d.

Councilmember Roe spoke in support of the ordinance as amended.

Councilmember Ihlan spoke in support of the ordinance as amended; however, requested that the City Council hold a real discussion about the fairness of the proposed cost allocation to the six smaller units; and for the record, opined the need for additional due diligence in the future, through provision by staff of additional documents and information to perform that due diligence.

Roll Call

Ayes: Roe; Ihlan; Willmus; Pust; and Klausing.

Nays: None.

12. Business Items (Action Items)

a. Housing and Redevelopment Authority (HRA) Board Appointment

Klausing moved, Pust seconded, adoption of Resolution No. 10659 entitled, "Resolution Approving Mayor's Appointment of Josh Fuhrman to the Housing and Redevelopment Authority in and for the City of Roseville;" to fill a five-year term, commencing on September 24, 2008 and ending on September 23, 2013.



M & H Property Management and Consulting
Ms. Sarah Maristuen
PO Box 131957
Roseville, Minnesota 55113

December 8, 2008

Good Day Ms. Maristuen,

The exterior envelope replacement at Westwood Village One was put to bid in May of 2008. Proposals were due in our offices no later than 5:00 pm on June 12, 2008. There were six contractors that provided proposals. Eagle Siding, Inc. was chosen by the Association to perform the work at Westwood Village One, as they proved to be the most cost effective contractor. Load Bearing, Inc. checked their references and inspected three vinyl siding installations that were performed by Eagle Siding. The work that we inspected was well executed and their references were exemplary.

The closest bidder, Contractor X, to Eagle Siding in June of 2008 was \$40,724.00 higher than Eagle Siding. Last week I received revised pricing from Eagle Siding which came in at \$1,329,446.89. There was discussion of this being a significant increase for the project, so I requested that Contractor X rebid the work to see if Eagle Siding's revised numbers were fair. Contractor X has rebid the work to our specifications for \$1,394,730.00. Eagle siding remains lower by \$65,283.00.

Through no fault of the selected contractor, Eagle Siding, there have been significant delays in the commencement of this project. Since June 12, 2008 there have been significant price increases in both vinyl siding materials and asphalt roofing materials. We have requested Norandex® and GAF® distributors provide independent pricing information regarding these increases. I received pricing increase notifications from GAF through the Roof Depot (see attached GAF notices), which state that shingle prices have increased between 32% to 45% since June of 2008. The cost for siding materials has increased between 16% to 20%. There have also been increases in shipping, metal, mounting blocks and hardware.

After reviewing the data, we believe that the price increases from Eagle Siding are very fair.

Sincerely,

Matthew Zinser

PHONE (612) 721-8747 FAX (612) 721-1419
3010 MINNEHAHA AVENUE SOUTH, MINNEAPOLIS, MN 55406

**SEVERSON, SHELDON,
DOUGHERTY & MOLEND, P.A.**

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MICHAEL G. DOUGHERTY*
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MATTHEW J. SCHAAP
THOMAS R. DONELY
JESSICA L. SANBORN
RYAN J. BIES
WILLIAM M. TOPKA
ERIN E. BOERSCHER

September 30, 2008

TELEFAX NUMBER (952) 432-3780
www.seversonsheldon.com

Mark Lindberg, President
Westwood Village Association
2708 Mackubin Street
Roseville, MN 55113

RE: Westwood Village - General Consultation
Our File No.: 9120-25099

Dear Mr. Lindberg:

At the request of the Board of Directors, I am writing to summarize the allocation of costs for maintenance of roofs, gutters, downspouts, exterior siding and other building surfaces on the townhouses in Westwood Village.

The allocation of costs is governed by the Second Amended Declaration for Common Interest Community No. 727, Westwood Village, recorded in the Ramsey County Recorder's Office as Document Number 4093011. The Second Amended Declaration was validly adopted pursuant to the requirements of Minnesota Statutes Chapter 515B (the Minnesota Common Interest Ownership Act) and pursuant to the requirements of the prior Declaration. The Second Amended Declaration is binding upon and enforceable by the Board and the Unit Owners. The Directors are legally obligated to comply with the allocation of costs established in the Second Amended Declaration, and failure to do so could result in a lawsuit by one or more Unit Owners against the Association and against the members of the Board of Directors in their individual capacity.

Section 9.1.2 requires the Association to maintain, repair and replace roofs, gutters, downspouts, exterior siding and other building surfaces on the Dwellings. The related costs are Common Expenses as defined in Section 1.8.

Section 4.2 allocates Common Expense obligations equally among the Units, with each Unit being allocated 1/47th of the Common Expense obligations, subject to Section 6.4.

Section 6.4.1 addresses the cost of maintaining Limited Common Elements. Section 6.4.1 does not apply to the cost of maintaining roofs, gutters, downspouts, exterior siding and other building surfaces, because they are not Limited Common Elements. Rather, they



are part of the Dwellings, which are part of the Units. See Sections 1.7, 1.9, 1.19, 2.1, 2.2, 3.1 and 3.2.

Section 6.4.2 allocates the costs of labor and materials for replacement of above grade, exterior siding ("Siding Replacement Costs"), which must be calculated on the basis of total cost per linear foot of siding. This allocation only applies to siding replacement, not siding repair or other siding maintenance.

Section 6.4.2.1 provides that Siding Replacement Costs for walls on the front and back of each Dwelling, excluding garage walls, must be assessed to the Owner of the respective Unit as limited Assessments. Section 6.4.2.1 clarifies that walls on the front and back of a Dwelling shall be deemed to include all adjoining walls created by architectural features on the front or back of the Dwelling such as cantilevered windows or variations in the depth of the Dwelling.

Section 6.4.2.2 provides that Siding Replacement Costs for all other walls, including, without limitation, building ends, mid-building sides created by Dwellings of different heights, courtyard walls, garage walls and privacy walls, must be assessed equally among the Units, with each Unit being allocated 1/47th of the Common Expense obligations.

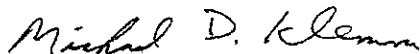
Section 6.4.3 provides that any Common Expense benefiting fewer than all of the Units but not falling within Section 6.4.1 (maintenance of Limited Common Elements) or Section 6.4.2 (Siding Replacement Costs) may, at the Board's discretion, be assessed against the Unit or Units benefited equally, by actual cost per Unit or such other reasonable allocation as may be approved by the Board. However, if a maintenance project benefits all of the Units, then Section 6.4.3 does not apply.

Section 6.4.7 allows the cost of repairing damage caused by an Owner, Occupant or their guests to be allocated exclusively against the Owner's Unit to the extent not covered by insurance.

If you have any questions, please call me at (952) 953-8832. Thank you for the opportunity to assist you in this matter.

Cordially,

SEVERSON, SHELDON, DOUGHERTY & MOLENDEN, P.A.



Michael D. Klemm

Direct Dial: (952) 953-8832

Email: klemmm@seversonsheldon.com

cc: Sarah Maristuen, Property Manager (via email only)

Attachment D

PLAT #
6825

Document# 4093011
Recorded 04/25/2008 0900
County Recorder, Ramsey County, MN
3.25 379917

(Above Space Reserved for Recording Data)

COMMON INTEREST COMMUNITY NO. 727
a Planned Community

WESTWOOD VILLAGE

SECOND AMENDED DECLARATION

WHEREAS, BAN-CON, INC., a Minnesota corporation, (the "Developer") executed that certain Declaration of Covenants, Conditions and Restrictions on December 6, 1968, and recorded the same in the office of the County Recorder of Ramsey County, Minnesota, on January 6, 1969, as Document No. 1742654; and

WHEREAS, the Developer and the lot owners executed that certain Amendment of Declaration of Covenants, Conditions and Restrictions (the "Amended Declaration") dated October 16, 1969, and recorded the same in the office of the County Recorder of Ramsey County, Minnesota, on November 7, 1969, as Document No. 1762029, to replace the declaration; and

WHEREAS, the real property subject to the Amended Declaration together with all improvements thereon (collectively the "Property"), constitutes a planned community as defined in Minn. Stat. § 515B.1-103; and

WHEREAS, the lot owners and mortgagees desire to subject the planned community to Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), pursuant to Minn. Stat. § 515B.1-102(d); and

WHEREAS, the lot owners and mortgagees desire to amend and replace the Amended Declaration with this Second Amended Declaration in order to establish a plan consistent with the Act for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants; and for the purpose of preserving the value, the physical quality, and the architectural character of the Property; and

01-29-23-33-0328 THRU 0358

01-29-23-34-0116 THRU 0132

1-34

WHEREAS, the common interest community includes shoreland, as defined in Minn. Stat. § 103F.205, and the common interest community may be subject to county, township, or municipal ordinances or rules affecting the development and use of the shoreland area; and

WHEREAS, the Property is not subject to an ordinance referred to in Minn. Stat. § 515B.1-106 governing conversions to common interest ownership and is not subject to a master association as defined in the Act;

NOW, THEREFORE, this Second Amended Declaration ("Declaration") is made this 21st day of January, 2008, and shall constitute covenants to run with the Property, and the Property shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1

DEFINITIONS

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

- 1.1 "Act" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended now and in the future.
- 1.2 "Assessments" means and refers to all assessments levied by the Association pursuant to Section 6 of this Declaration.
- 1.3 "Association" means Westwood Village Association, a nonprofit corporation which has been created pursuant to Minnesota Statutes Chapter 317A and Section 515B.3-101 of the Act, whose members consist of all Owners.
- 1.4 "Board" means the Board of Directors of the Association as provided for in the Bylaws.
- 1.5 "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.
- 1.6 "City" means the City of Roseville, Minnesota.
- 1.7 "Common Elements" means all parts of the Property including all improvements thereto, except the Units. The Common Elements are legally described in Exhibit B attached hereto.

- 1.8 "Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including Assessments and items otherwise identified as Common Expenses in the Declaration or Bylaws.
- 1.9 "Dwelling" means a building or part thereof consisting of one or more floors, designed and intended for occupancy as a single family residence, and located within the boundaries of a Unit. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located.
- 1.10 "Governing Documents" means this Declaration, and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
- 1.11 "Limited Common Elements" means a portion of the Common Elements allocated by the Declaration or by operation of Section 515B.2-102(d) or (f) of the Act for the exclusive use of one or more but fewer than all of the Units.
- 1.12 "Member" means all Persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing documents.
- 1.13 "Occupant" means any Person or Persons, other than an Owner, in possession of or residing in a Unit.
- 1.14 "Owner" means a Person who owns a Unit, but excluding contract for deed vendors, mortgagees, holders of reversionary interest in life estates and other secured parties within the meaning of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.
- 1.15 "Person" means a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.16 "Plat" means the recorded plat depicting the Property pursuant to the requirements of Section 515B.2-110(d) of the Act, including any amended or supplemental Plat recorded from time to time in accordance with the Act.
- 1.17 "Property" means all of the real property subjected to this Declaration, now or in the future, including the Dwellings and all other structures and

improvements located thereon. The Property is legally described in Exhibit A attached hereto.

- 1.18 "Rules and Regulations" means the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.
- 1.19 "Unit" means any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as described in Section 2.1 and shown on the Plat, including all improvements thereon, but excluding the Common Elements.

Any terms used in the Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act. References to section numbers shall refer to sections of this Declaration, unless otherwise indicated. References to the singular may refer to the plural, and conversely, depending on context.

SECTION 2

DESCRIPTION OF UNITS, BOUNDARIES AND RELATED EASEMENTS

2.1 Units. There are forty-seven (47) Units. All Units are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference. The Unit identifier for a Unit is its lot and block numbers and the subdivision name.

2.2 Unit Boundaries. The front, rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located, as shown on the Plat. The Units shall have no upper or lower boundaries. Subject to this Section 2 and Section 3, all spaces, walls, and other improvements within the boundaries of a Unit are a part of the Unit.

2.3 Appurtenant Easements. The Units shall be subject to and benefited by the easements described in Section 13.

SECTION 3

COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND OTHER PROPERTY

- 3.1 Common Elements. The Common Elements and their characteristics are as follows:

3.1.1 All of the Property not included within the Units constitutes Common Elements. The Common Elements include, but are not limited to, all areas and items listed in this Section 3, and those parts of the Property described in Exhibit B attached hereto or designated as Common Elements in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.

3.1.2 The Common Elements shall be subject to (i) certain easements as described in this Declaration, the Plat and any other easements recorded against the Common Elements; (ii) the rights of Owners and Occupants in Limited Common Elements allocated to their respective Units; and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.

3.2 Limited Common Elements. The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated. The rights to the use and enjoyment of the Limited Common Elements are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units, as follows:

3.2.1 If any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column, or any other fixture serving fewer than all Units lies partially within and partially outside of the boundaries of the Unit or Units served, any portion thereof serving only that Unit or Units is a Limited Common Element allocated solely to that Unit or Units, and any portion thereof serving any portion of the Common Elements is a part of the Common Elements.

3.2.2 Improvements, if any, such as decks, patios, porches, balconies, shutters, awnings, exterior doors and windows, window boxes, chimneys, driveways, sidewalks, doorsteps or stoops, constructed as part of the original construction to serve a single Unit or Units, and replacements and modifications thereof authorized pursuant to Section 8, and located wholly or partially outside the Unit boundaries, are allocated to the Unit or Units which they serve.

3.2.3 Heating, ventilating or air conditioning equipment serving only a certain Unit or Units, and located wholly or partially outside the Unit boundaries, are allocated to the Unit or Units served by such equipment.

3.3 Annexation of Other Property. Other real property may be added to the common interest community as Units or Common Elements, or any combination thereof, and subjected to this Declaration, in compliance with the approval requirements and procedures set forth in Section 15 and in the Act.

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association, shall be governed by the following provisions:

4.1 Membership. Each Owner shall be a Member solely by reason of owning a Unit, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be Members, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Each Unit is assigned one vote. Common Expense obligations (subject to Section 6.4) are allocated equally among the Units, with each Unit being allocated 1/47th of the Common Expense obligations. Said rights and obligations shall be automatically reallocated on the same basis among all Units as and if additional Units are added to the Property.

4.3 Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights and obligations, and the title to the Units, shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit separate from the title to the Unit shall be void. The allocation of the rights and obligations described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association. However, if there are multiple Owners of a Unit, only the Owner or other Person designed pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in Section 3 of the Bylaws.

SECTION 5

ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1 General. The operation and administration of the Association and the Property shall be governed by the Governing documents, the Rules and Regulations, and

the Act. The Association shall, subject to the rights of the Owners set forth in the Governing documents and the Act, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents, the Act and the statute under which the Association is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing documents or the Act. All references to the Association shall mean the Association acting through the Board, unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations, (ii) maintaining, repairing and replacing those portions of the Property and other property for which it is responsible, and (iii) preserving the value, and the architectural character, of the Property.

5.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act.

5.4 Bylaws. The Association shall have Bylaws. The Bylaws shall govern the operation and administration of the Association, and shall be binding on all Owners and Occupants.

5.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided, that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

5.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing documents. Surplus funds remaining after

payment of or provision for Common Expenses and reserves shall be credited against future Assessments or added to reserves, as determined by the Board.

5.8 Resale Disclosure Certificates. Pursuant to Section 515B.4-107 of the Act, in the event of a resale of a Unit by an Owner, that Owner shall furnish to the purchaser a resale disclosure certificate containing the information required by Section 515B.4-107(b) of the Act. Pursuant to Section 515B.4-107(d) of the Act, the Association shall, within ten days after a request by an Owner or the Owner's authorized representative, furnish the resale disclosure certificate. The Association may charge a reasonable fee for furnishing the resale disclosure certificate and any documents related thereto.

SECTION 6

ASSESSMENTS

6.1 General. Assessments shall be determined and assessed against the Units by the Board, in its discretion, subject to the requirements and procedures set forth in this Section 6 and the requirements of the Bylaws. Assessments shall include annual Assessments under Section 6.2, and may include special Assessments under Section 6.3 and limited Assessments under Section 6.4. Annual and special Assessments shall be allocated among the Units in accordance with the allocation formula set forth in Section 4.2. Limited Assessments under Section 6.4 shall be allocated to Units as set forth in that Section.

6.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared by all Units in accordance with the allocation formula set forth in Section 4.2. Annual Assessments shall be payable in equal monthly or quarterly installments, as established by the Board. Annual Assessments shall provide, among other things, for an adequate reserve fund for the replacement of the Common Elements and those parts of the Units for which the Association is responsible, except to the extent that the replacement is funded by limited Assessments pursuant to Section 6.4.

6.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Units in accordance with the allocation formula set forth in Section 4.2, and for the purposes described in this Declaration. Among other things, special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense.

6.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board has the authority to levy and allocate limited Assessments among only certain Units in accordance with the following requirements and procedures:

6.4.1 Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed exclusively against the Unit or Units to which that Limited Common Element is allocated, equally or by actual cost per Unit or such other reasonable allocation as may be approved by the Board.

6.4.2 The costs of labor and materials for replacement of above grade, exterior siding ("Siding Replacement Costs") shall be calculated on the basis of total cost per linear foot of siding and allocated as follows:

6.4.2.1 Siding Replacement Costs for walls on the front and back of each Dwelling, excluding garage walls, shall be assessed to the Owner of the respective Unit as limited Assessments and shall not be included in replacement reserves. For purposes of this section, walls on the front and back of a Dwelling shall be deemed to include all adjoining walls created by architectural features on the front or back of the Dwelling such as cantilevered windows or variations in the depth of the Dwelling.

6.4.2.2 Siding Replacement Costs for all other walls, including, without limitation, building ends, mid-building sides created by Dwellings of different heights, courtyard walls, garage walls and privacy walls, shall be assessed as Common Expenses in accordance with the allocation formula set forth in Section 4.2 and shall be included in replacement reserves.

6.4.2.3 The allocations of Siding Replacement Costs provided herein shall not apply to the cost of siding maintenance or siding repair, which shall be assessed as Common Expenses in accordance with the allocation formula set forth in Section 4.2.

6.4.3 Any Common Expense benefiting fewer than all of the Units but not falling within Section 6.4.1 or Section 6.4.2 may, at the Board's discretion, be assessed against the Unit or Units benefited equally, by actual cost per Unit or such other reasonable allocation as may be approved by the Board.

6.4.4 Reasonable attorneys' and other professional fees and costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

6.4.5 Late charges, fines and interest may be assessed as provided in Section 14.

6.4.6 Assessments levied under Section 515B.3-116(a) of the Act to pay a judgment against the Association may be levied only against the Units existing

at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.4.7 If any damage to the Common Elements or another Unit or any portion of the Owner's Unit that the Association is obligated to maintain hereunder is caused by the act or omission of an Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

6.4.8 If Common Expense liabilities are reallocated for any purpose authorized by the Act, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments levied under Sections 6.4.1 through 6.4.7 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under Section 6.1 or 6.2.

6.5 Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or budget shortfalls, or to purchase additional equipment or services for the Association. The Board may include in each subsequent annual budget a reasonable amount of working capital, based upon the anticipated needs of the Association for the year in question. The Association may use the working capital fund to offset operating deficits. The contributions to this fund are in addition to the regular installments of annual Assessments and are not refundable.

6.6 Liability of Owners for Assessments. The Owner of the Unit at the time an Assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act.

6.7 Assessment Lien. The Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515B.3-102(a)(10), (11) and (12) of the Act are liens, and are enforceable as Assessments, under this Section 6. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 6, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

6.8 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement in a like manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Unit.

6.9 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental Assessments or charges against the Unit. Notwithstanding the foregoing, if (i) a first mortgage on a Unit is foreclosed, (ii) the first mortgage was recorded on or after the date of recording of this Declaration, and (iii) no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to a lien in favor of the Association for unpaid Assessments or installments thereof levied pursuant to Sections 515B.3-115(a), (e)(1) to (3), (f), and (i) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

6.10 Real Estate Taxes and Assessments. Real estate taxes, special assessments, and other charges and fees which may be levied against the Common Elements by governmental authorities, shall be allocated equally among and levied against the Units, and shall be a lien against each Unit in the same manner as a lien for real estate taxes and special assessments levied against the Unit alone.

6.11 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit, the buyer shall not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Unit until released. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Unit, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7

RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents and the Act, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Subdivision Prohibited. Except as permitted by this Declaration, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on the Units.

7.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 7.4. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than ninety days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes. The number of occupants per Unit may be restricted in accordance with any applicable municipal ordinances and standards acceptable under applicable federal and state law.

7.4 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements, except:

7.4.1 An Owner or Occupant may maintain a home occupation in such Owner or Occupant's Dwelling; provided, that such use (i) is incidental to the residential use; (ii) does not involve physical alteration of the Dwelling or Unit visible from the exterior; (iii) is in compliance with all governmental laws, ordinances and regulations; (iv) does not involve observable business activity such as signs, advertising displays, unusual numbers of deliveries, or unusual levels of pedestrian or vehicular traffic to and from the Unit; (v) does not involve employees; and (vi) does not otherwise involve activity which disturbs the quiet enjoyment of the Property by other Owners or Occupants.

7.4.2 The Association may maintain offices on the Property for management and related purposes.

7.5 Leasing. The Property is intended to be an Owner occupied residential community. Consistent with that philosophy, leasing of Units shall be allowed (subject to reasonable regulation by the Association), but only in accordance with the following minimum conditions: (i) no Unit shall be leased for transient or hotel purposes, (ii) no Unit may be subleased, (iii) a Unit must be leased in its entirety (not by room) unless simultaneously occupied by the Owner, (iv) the lease shall be in writing, (v) unless otherwise required in connection with the financing, guarantee or insuring of a Unit mortgage, no lease shall be for a period less than three or more than 12 months, except for extenuating situations approved by the Board; and (vi) the lease shall provide that it is subject to the Governing Documents, the Rules and Regulations and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section and applicable law, including, but not limited to (i) a requirement for a form addendum to be attached to each Unit lease to assure that the rights and authority of the Association and Owners and Occupants are recognized, and (ii) a requirement for the screening of lessees through a reputable, professional screening organization; provided that such screening shall not violate federal, state or local discrimination laws.

7.6 Parking. Garages and parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized by this Declaration or in writing by the Association. The use of garages, driveways and parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property.

7.7 Pets. The Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. This authority may be exercised so as to permit or prohibit different types of animals, but those animals which are permitted (if any) shall be limited to common domestic house pets such as dogs, cats, fish, birds and the like. However, no animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. The word "animal" shall be interpreted in its broadest sense and shall include all living creatures except humans. Notwithstanding the foregoing, no Rule or Regulation may prohibit the keeping of a qualified service dog or similar animal by a person who is disabled within the meaning of the Fair Housing Amendments Act of 1988 or comparable state law.

7.8 Quiet Enjoyment. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units, subject to the rights of other Owners and Occupants and the owners and occupants of adjacent property to reasonable use of their respective property and the normal and customary sights, sounds and activity

generated thereby. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

7.9 Prohibited Conduct. No Owner or Occupant shall (i) cause or permit any physical changes to their Dwelling that could jeopardize or impair the weather-tight soundness or safety of the Dwelling or other improvement located on the Property; (ii) interfere with any easement; or (iii) cause or permit any physical changes to their Unit which could affect or damage the sound barriers between the Units within the ceilings, floors or walls.

7.10 Compliance with Law. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

7.11 Alterations. No alterations (as defined in Section 8) shall be made, or caused or allowed to be made, in any part of the Common Elements, or in any part of the Unit which affects the Common Elements or another Unit or which is visible from the exterior of a Dwelling, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8.

7.12 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights, ownership, or right-to-use plans, which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

7.13 Open Space Easements and Covenants. The Property is subject to open space easements and covenants in favor of the City recorded against the Property and containing various restrictions and requirements with respect to the use and maintenance of the Common Elements.

7.14 Access to Units. In case of emergency, the Units are subject to entry, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. Entry is also authorized for maintenance purposes under Sections 9 and 13, and for enforcement purposes under Section 14.

SECTION 8

ARCHITECTURAL STANDARDS

8.1 Restrictions on Alterations. One of the purposes of this Declaration is to ensure that those parts of the Dwellings and other parts of the Units which are visible from the exterior be kept architecturally attractive and substantially uniform in

appearance. Therefore, except as set forth in Section 8.5, the following restrictions and requirements shall apply to alterations on the Property:

8.1.1 Except as expressly provided in this Section 8, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Unit which affects the Common Elements or another Unit, or which is visible from the exterior of the Dwelling (collectively referred to as "alterations"), shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board or a committee appointed by it.

8.1.2 The Board may appoint, supervise and disestablish an architectural committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section 8, in which case the references to the board shall refer to the architectural committee where appropriate. The architectural committee shall be subject to the supervision of the Board.

8.1.3 The Board shall establish the criteria for approval of alterations, which shall include and require, at a minimum:

8.1.3.1 substantial uniformity of color, location, type and design in relation to existing Dwellings and other improvements to the Property,

8.1.3.2 comparable or better quality of materials as used in existing improvements on the Property,

8.1.3.3 ease of maintenance and repair,

8.1.3.4 adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations,

8.1.3.5 substantial preservation of other Owners' sight lines, if material, and

8.1.3.6 compliance with governmental laws, codes and regulations.

The Board, or the appointed architectural committee if so authorized by the Board, in its sole discretion, may impose standards for design, appearance, construction, or development which are greater or more stringent than standards prescribed by the Governing Documents, or by building, zoning, or other governmental laws, codes, or regulations;

provided that such standards shall be consistent with the architectural character and use of the Property. The Board, or the appointed architectural committee if so authorized by the Board, shall be the sole judge of whether such criteria are satisfied, and its determination in this regard shall be binding upon the Owner.

8.1.4 Approval of alterations which cause a minor encroachment upon the Common Elements or another Unit shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved, notwithstanding any contrary requirement in the Governing Documents or the Act. A file of the Board resolutions approving or denying all requests for alterations shall be maintained permanently as a part of the Association's records.

8.2 Review Procedures. The following procedures shall govern requests for alterations under this Section:

8.2.1 Detailed plans, specifications and related information regarding any proposed alteration, in form and content acceptable to the Board, shall be submitted to the Board at least sixty days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.

8.2.2 The Board shall give the Owner written notice of approval or disapproval. The Board shall have the right and authority to approve, conditionally approve or deny requests for alterations in its sole and absolute discretion. If the Board fails to approve or disapprove within sixty days after receipt of said plans and specifications and all other information requested by the Board, then approval shall be deemed to be denied.

8.2.3 If no request for approval is submitted, approval shall be deemed to be denied.

8.3 Remedies for Violations. The Association may undertake any measures, legal, equitable or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and other professional fees and costs of evaluation, investigation and enforcement incurred by the Association, whether or not a legal action is started. Such fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, upon reasonable notice, the Association shall have the right to enter the Owner's Unit and to restore any part of the Dwelling or Unit to its prior condition if the alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit.

8.4 Owner Responsibility/Indemnity. The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Board, shall be responsible for the construction work and any claims, damages, losses or liabilities

arising out of the alterations, and to ensure that the work approved by it satisfies all applicable municipal requirements. The Owner shall hold harmless, indemnify and defend the Association, and its officers, directors and committee members, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and other professional fees and costs, arising out of (i) any alteration which violates any governmental laws, codes, ordinances or regulations, (ii) the adequacy of the specifications or standards for construction of the alterations and (iii) the construction of the alterations.

8.5 Exemptions. The requirements set forth in this Section 8 (except Section 8.4) shall not apply to the following:

8.5.1 Certain types of antennae may be installed, following application to the Board, to the extent permitted by federal law and the Rules and Regulations consistent therewith.

SECTION 9

MAINTENANCE AND REPAIR

9.1 Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Elements, including all improvements thereon. In addition, for the purpose of preserving the architectural character, quality, and high standards for appearance of the Property, the Association shall provide for exterior maintenance upon the Dwellings and/or Units, subject to the following:

9.1.1 The costs associated with the Association's maintenance obligations under this Section 9.1 shall be funded by Assessments determined and levied in accordance with Section 6.

9.1.2 The Association shall maintain, repair and replace roofs, gutters, downspouts, exterior siding and other building surfaces.

9.1.3 The Association may, upon thirty days' prior notice to the Owner, also undertake any exterior maintenance for which an Owner is obligated under Section 9.3 and which the Owner fails to perform to standards established by the Association, and assess the Owner's Unit for the cost thereof. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

9.1.4 The Association may, upon reasonable notice, elect to inspect, maintain, repair or replace mechanical, structural or other components within the Unit and assess the costs against the Unit, if the failure or impairment of the component could result in damage to the Common Elements or other Units, impair the function of any common operating system, or create a health or safety hazard. The Association may require that any such component be maintained,

repaired or replaced by the Owner thereof to the satisfaction of the Association within a period of time established by the Association.

9.1.5 The Association's obligations for maintenance shall exclude any items not specifically required to be maintained by the Association under this Section 9.1, including but not limited to porches, patios, decks, foundations and foundation walls, Dwelling walls, floors and ceilings, structural components, interior parts of the Dwellings, garage doors and exterior entry doors and frames, exterior window frames, door and window hardware, garage door hardware, mechanical equipment and openers, mechanical, electrical, heating, air conditioning and plumbing systems, screens and glass, and chimney exteriors, unless such items are expressly approved under Section 9.2.

9.1.6 The Association shall maintain, repair and replace the Common Elements in accordance with the requirements of the applicable City approvals, permits, regulations and agreements.

9.1.7 The Board shall have sole authority and discretion to select, contract with, and supervise contractors for the performance of any inspection, maintenance, repair or replacement required or authorized to be provided by the Association hereunder.

9.2 Optional Maintenance by Association. In addition to the maintenance described in Section 9.1, the Association may, with the approval of the Board and a majority of the total Owners' votes in the Association, undertake to provide additional exterior maintenance to the Units or Dwellings.

9.3 Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 9.1 or 9.2, all maintenance of the Dwellings and Units shall be the sole responsibility and expense of the Owners thereof. Subject to Section 9.1.2, the Limited Common Elements allocated to a Unit shall be maintained by the Owner of that Unit. The Association may require that any exterior maintenance to be performed by the Owner be accomplished in accordance with standards established by the Association. The Owners and Occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain.

9.4 Damage Caused by Owner. Notwithstanding any provision to the contrary in this Declaration, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the act or omission of an Owner or Occupant, or his or her guests, or by a condition in a Unit which the Owner or Occupant has caused or allowed to exist after notice from the Association, the Association may, upon reasonable notice, cause such damage or condition to be repaired or corrected and the cost thereof may be charged and assessed against the responsible Owner's Unit. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit. In the case of party

walls between Dwellings, the Owners of the affected Dwellings shall be liable as provided in Section 10.

SECTION 10

PARTY WALLS

10.1 General Rules of Law to Apply. Each wall built as part of the original construction of Dwellings and located or intended to be located on the boundary line between Units shall constitute a party wall, the Units shall be subject to easements for any encroachments resulting from or attributable to such walls pursuant to Section 13.4 hereof, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

10.2 Repair and Maintenance. The Owners of the Units which share a party wall shall be responsible for the maintenance, repair and replacement of the party wall in equal proportions; provided, (i) that any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or Occupant sharing such party wall shall be paid for by such Owner, and (ii) that the Association may contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Owners for the cost thereof to the extent not covered by insurance. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit(s).

10.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the party wall may, with the consent of the Association, restore it, and the other Owner shall promptly reimburse the Owner who restored the wall for his or her share of the cost of restoration thereof; provided, however, that the cost of restoration resulting from destruction or other casualty resulting from the acts or omissions of an Owner shall be the financial responsibility of such Owner, and the Association may assess the responsible Owner for their share of the costs, without prejudice to the right of an Owner to recover a larger contribution from the other Owner. Insurance claims shall be made promptly following any casualty.

10.4 Weatherproofing. Notwithstanding any other provision of this Section, any Owner who, by his or her negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of the repairs necessary for protection against such elements.

10.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Unit and shall pass to such Owner's assigns and successors in title.

10.6 Arbitration. In the event of any dispute arising concerning a party wall, and if the Owners of the affected Units do not resolve the dispute by a written agreement within thirty days of the event causing the dispute, the matter shall be submitted to

binding arbitration under the rules of the American Arbitration Association (or under such other rules as the parties may unanimously agree), upon the written demand of the Association or any Owner whose Dwelling shares the party wall. A single arbitrator shall be used unless multiple arbitrators are agreed to by the parties. The Association shall, upon its request, be made a party to the arbitration, but cannot be compelled to be a party. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved. The fees of the arbitrators shall be shared equally by the parties, but each party shall pay its own attorneys' fees or other costs incurred in the arbitration.

SECTION 11

INSURANCE

11.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the state of Minnesota, as follows:

11.1.1 Property insurance in broad form covering risks of physical loss in an amount equal to one hundred percent of the insurable "replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The Association may or may not insure the improvements and betterments referred to in Section 515B.3-113(b)(i) through (vii) of the Act as determined by the Board. The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available.

11.1.2 Commercial general liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of one million dollars per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants.

11.1.3 Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required by the regulations of any financing-related institution as a precondition to the purchase, insuring, guarantee, or financing of a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise

cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

11.1.4 Workers' Compensation insurance as applicable and required by law.

11.1.5 Directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.

11.1.6 Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

11.2 Premiums; Improvements; Deductibles. Except as provided in Section 6.4 and this Section, all insurance premiums shall be assessed and paid as an annual Assessment. Policy deductible amounts shall be determined by the Board. If improvements and betterments to the Units are covered, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to a Unit or Units, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Unit or Units affected in any reasonable manner, or (iii) require the Owner of any Unit affected to pay the deductible amount directly. The Association's decision as to who shall be charged with paying the deductible amount may, but need not, be based on fault.

11.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

11.4 Required Policy Provisions. All policies of property insurance carried by the Association shall provide that:

11.4.1 Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

11.4.2 The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.

11.4.3 The coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

11.4.4 If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary.

11.5 Cancellation; Notice of Loss. Property insurance and comprehensive liability insurance policies maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days' prior written notice to the Association.

11.6 Restoration in Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any insurance trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

11.7 Owner's Personal Insurance. Each Owner shall obtain additional personal insurance coverage (commonly known as "gap coverage" or an "HO6" policy) at his or her own expense covering fire and other casualty to the interior of the Unit, personal property and the Owner's personal liability. Insurance policies maintained by Owners are without contribution as against the insurance purchased by the Association, except as to deductible amounts or other items not covered under the Association's policies.

SECTION 12

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

12.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be commenced as soon as practicable after the casualty and shall be substantially in accordance with the plans, specifications and design of the Property as initially constructed and subsequently improved.

12.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided (i) that the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements and (ii) that any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Units. Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

12.3 Termination and Liquidation. The termination of the common interest community, and the distribution of any proceeds therefrom, shall be governed by the Act.

Any distribution of funds shall be based upon the value of the Units as determined by their relative value for property insurance purposes, and shall be made to Owners and their mortgage holders, as their interests may appear, as provided in the Act.

12.4 Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of the common interest community, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgage holders, as their interests may appear, in accordance with the Act.

SECTION 13

EASEMENTS

Each Unit and the Commons Elements, and the rights of the Owners and Occupants therein, shall be subject to the appurtenant easements and rights granted and reserved in this Section 13.

13.1 Access. Each Unit shall be the beneficiary of a nonexclusive easement for access to and from a public roadway on and across those portions of the Common Elements designated for use as roadways or walkways, as originally constructed, shown on the Plat or otherwise designated by the Association, subject to any restrictions authorized by the Governing Documents or the Rules and Regulations.

13.2 Use and Enjoyment. Each Unit shall be the beneficiary of nonexclusive easements for use and enjoyment on and across the Common Elements, and for use and enjoyment of any Limited Common Elements allocated to the Unit, subject to any restrictions authorized by the Governing Documents.

13.3 Structural Support. Each Unit and the Common Elements shall be subject to and the beneficiary of nonexclusive easements for structural support in all walls, columns, joists, girders and other structural components located in or passing through or shared with another Unit or the Common Elements.

13.4 Encroachments. Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to nonexclusive easements in favor of the adjoining Units for minor encroachments caused by the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, and for improvements which are part of the original construction of the Property or which are added in compliance with Section 8. If there is an encroachment upon another Unit or the Common Elements as a result of any of the aforementioned causes, an appurtenant easement shall exist for the encroachment, for the use, enjoyment and habitation of any encroaching improvement, and for the maintenance thereof. However, with respect to improvements or alterations added pursuant to Section 8, no easement shall exist unless the resulting encroachment is minor and the proposed improvements have been approved

and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.5 Drainage Easements. The Common Elements shall be subject to nonexclusive easements for storm water drainage over those parts of the Property which are designed, improved or graded for such purposes.

13.6 Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, and the Common Elements shall be subject to and benefited by nonexclusive easements in favor of the Association for the maintenance, repair, replacement and reconstruction of the Common Elements, the Dwellings and other improvements located within the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents. Each Owner shall afford to the Association and its management agents and employees, access at reasonable times and upon reasonable notice, to and through the Unit and its Limited Common Elements for maintenance, repair and replacement; provided that access may be had without notice and at any time in case of emergency.

13.7 Utilities, Services and Operating Systems. The Common Elements and the Units shall be subject to and benefited by nonexclusive easements in favor of the City, the Association and all utility companies and other service providers for the installation, use, maintenance, repair and replacement of all utilities, services and common operating systems, such as natural gas, electricity, cable TV, internet and other electronic communications, water, sewer, septic systems, wells, and similar services, irrigation systems, and other common operating systems, and metering and control devices, which exist, which are constructed as part of the development of the Property, which are approved by the City, which are approved by the Association under authority contained in the Governing Documents or the Act, or which are described or referred to in the Plat, this Declaration or other recorded instruments. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to and benefited by a nonexclusive easement in favor of the other Units, the Common Elements and the Association for all such utilities, service and systems.

13.8 Emergency Access to Units. In case of emergency, all Units and Limited Common Elements are subject to an easement, without notice and at any time, in favor of fire, police or other public health or safety personnel.

13.9 Other Easements. The Property shall be subject to such other easements as may be authorized by the Association under authority contained in the Governing Documents or the Act or recorded against the Property by reason of the City's requirements in connection with the development of the Property.

13.10 Continuation, Scope and Conflict of Easements. The easements set forth in this Section (i) shall run with the land and shall be appurtenant to the benefited Property, (ii) shall supplement and not limit any easements described elsewhere in this Declaration, or otherwise recorded, (iii) shall be permanent, subject only to termination in

accordance with the terms of the easement, and (iv) shall include reasonable access to the easement areas over and through the Property for purposes of construction, maintenance, repair, replacement and reconstruction. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto.

13.11 Non Interference; Impairment Prohibited. All Persons exercising easements rights shall do so in a reasonable manner so as not to materially interfere with the operation of the Property or cause damage to the Property, and shall be financially liable for all costs of repair of any part of the Property which is damaged by the Person's exercise of the easement rights. No Person shall impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein. Utilities and related services or systems shall be installed, used, maintained and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Dwellings or common Element improvements.

13.12 Benefit of Easements. All easements benefiting or burdening a Unit shall benefit or burden the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except (i) as a guest of an Owner or Occupant or (ii) in connection with the inspection of the Unit or recovery of possession of the Unit pursuant to law.

SECTION 14

COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, and such amendments thereto as may be made from time to time, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents or the Act.

14.1 Entitlement to Relief. Legal relief may be sought by the Association, at its discretion, against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

14.2 Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the association shall have the right, but not the

obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act:

14.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

14.2.2 Impose late charges of up to the greater of twenty dollars, or fifteen percent of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment was due.

14.2.3 In the event of default of more than thirty days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' and other professional fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

14.2.4 Impose reasonable fines, penalties or charges for each violation of the Act, the governing Documents or the Rules and Regulations.

14.2.5 Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that the suspension of use rights shall not apply to Limited Common Elements allocated to the Unit, and those portions of the Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to one year thereafter, for each violation.

14.2.6 Restore any portions of the Common Elements, Unit, or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

14.2.7 Enter any Limited Common Element of a Unit in which, or as to which, a violation or breach of the Governing Documents or Rules and Regulation exists which materially affects, or is likely to materially affect, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the Property of the Owners or Occupants, and to summarily abate, remove or demolish, at the expense of the offending Owner or Occupant, any structure, thing or condition

which is causing the violation; provided, that any improvements which are a part of a Dwelling may be altered, removed or demolished only pursuant to a court order or with the agreement of the Owner.

14.2.8 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents.

14.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 14.2.4, 14.2.5, 14.2.6 or 14.2.7, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing before the Board as contemplated by the Act. The offender shall be given notice of the nature of the violation and the right to a hearing, and ten days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least ten days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

14.4 Lien for Charges, Penalties, Etc. All charges, fines, expenses, penalties, interest or other impositions under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the Association's right to pursue any others.

14.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any other measure or action, legal, administrative or otherwise, which the Association takes pursuant to the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the Unit owned by the violator with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' and other professional fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of the Owner of the Unit and shall be a lien against such Owner's Unit.

14.6 Liability for Acts of Owners and Occupants. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. Any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

14.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15

AMENDMENTS

15.1 Approval Requirements. This Declaration may be amended only by the approval of:

15.1.1 The Board; and

15.1.2 Owners of Units to which are allocated at least sixty-seven percent of the total votes in the Association.

15.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Any amendment shall be subject to any greater requirements imposed by the Act. The amendment shall be effective when recorded as provided in the Act. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 16

RIGHTS OF MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, but subject to the Act or other laws, Mortgagees shall have the following rights and protections:

16.1 Consent to Subdivision. No Unit may be partitioned or subdivided without the prior written approval of the Owner and the mortgagee thereof, and the Association.

16.2 No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.

16.3 Priority of Lien. Any Person who comes into possession of a Unit by foreclosure of the first mortgage on a Unit, or by deed or assignment in lieu of foreclosure of the first mortgage on a Unit, takes the Unit free of any claims for unpaid Assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said Person; (i) except as provided in Section 6.9 and the Act and (ii) except that any unreimbursed Assessments or charges may be reallocated among all Units in accordance with their Common Expense obligations.

16.4 Priority of Taxes and Other Charges. All taxes, Assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

16.5 Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Common Elements.

16.6 Access to Books and Records/Audit. Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice and during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty days after the end of the Association's fiscal year.

SECTION 17

MISCELLANEOUS

17.1 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this Declaration or exhibits attached hereto.

17.2 Construction. Where applicable, the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof. Any amendment to the Act shall retroactively apply to the Association and the Property, except as expressly prohibited or qualified by the Governing Documents.

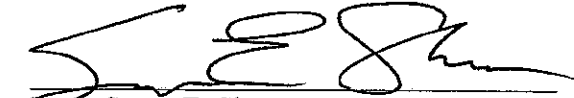
17.3 Notice. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

17.4 Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Declaration, the Bylaws or the Rules and Regulations, the Act shall control unless it permits the documents to control. As among the Declaration, the Bylaws and the Rules and Regulations, the Declaration shall control, and as between the Bylaws and the Rules and Regulations, the Bylaws shall control.

17.5 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination as provided in this Declaration and the Act.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth above.

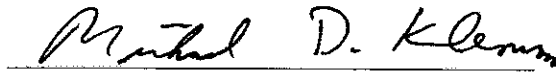
Westwood Village Association,
a Minnesota nonprofit corporation


By: Susan E. Shea
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 21st day of January, 2008, by Susan E. Shea, the President of Westwood Village Association, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.




NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

SEVERSON, SHELDON, DOUGHERTY &
MOLEND, P.A.

7300 West 147th Street, Suite 600

Apple Valley, MN 55124

(952) 432-3136

(MDK 9120-25099)

COMMON INTEREST COMMUNITY NO. 727

WESTWOOD VILLAGE

EXHIBIT A TO SECOND AMENDED DECLARATION

LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 3, Block 1;
Lots 1 through 8, Block 2;
Lots 1 through 7, Block 3;
Lots 1 through 4, Block 4;
Lots 1 through 6, Block 5;
Lots 1 through 5, Block 6;
Lots 1 through 8, Block 7;
Lots 1 through 6, Block 8; and
Lot 1, Block 9;
all in Westwood Village Townhouses Plat 1, according to the recorded plat thereof,
Ramsey County, Minnesota.

Note: Each of the above-described lots constitutes a Unit, except Lot 1, Block 9.

COMMON INTEREST COMMUNITY NO. 727

WESTWOOD VILLAGE

EXHIBIT B TO SECOND AMENDED DECLARATION

LEGAL DESCRIPTION OF COMMON ELEMENTS

Lot 1, Block 9, Westwood Village Townhouses Plat 1, according to the recorded plat thereof, Ramsey County, Minnesota.

Assessment breakdown estimate for Westwood complex

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

*** All Items include labor and material.

Total Amount if Dividied 1/47
More or (Less) than 1/47

\$ 33,943.32

\$ 1,007.21

\$ 176.61

\$ (377.13)

\$ (1,761.49)

\$ (2,868.97)

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

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

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

#4 Unit 2666, 2664, 2692, 2710

#5 Unit 2644, 2684

Breakdown for the difference of the five unit types.

This shows the calculations for how we arrived at our unit numbers. Length x Width = Square footage. 100 Sq feet equals one square of siding.

Unit 2656 Front $26 \times 17 = 442$ Front of building to the roof line.
Back $26 \times 25 = 650$ Back of building to the roof line.
 $5 \times 35 = 175$ Sides of Chimney to top of chimney.
 $10 \times 6 = 60$ Front and Back of Chimney extending above roof line.
 $8 \times 6 = \underline{48}$ Small chimney on roof.
1375 Total: 14 Sq of siding. (With waste)

Unit 2652 Front $26 \times 17 = 442$ Front of building to the roof line.
Back $26 \times 20 = 520$ Back of building to the roof line.
 $5 \times 30 = 150$ Sides of chimney to top of chimney.
 $10 \times 6 = 60$ Front and Back of chimney extending above roof line.
 $8 \times 6 = \underline{48}$ Small chimney on roof.
1220 Total: 12.5 Sq of siding. (With waste)

Unit 2640 Front $26 \times 17 = 442$ Front of building to the roof line.
Back $26 \times 17 = 442$ Back of building to the roof line.
 $5 \times 27 = 135$ Sides of chimney to top of chimney.
 $10 \times 6 = 60$ Front and back of chimney extending above roof line.
 $8 \times 6 = \underline{48}$ Small chimney on roof.
1127 Total: 11.5 Sq of siding. (With waste)

Unit 2666 Front $26 \times 9 = 234$ Front of building to the roof line.
Back $26 \times 16 = 416$ Back of building to the roof line.
 $5 \times 22 = 110$ Sides of chimney to top of chimney.
 $6 \times 6 = 36$ Front and back of chimney extending above roof line.
 $6 \times 6 = \underline{36}$ Small chimney on roof.
877 Total: 9 Sq. of siding. (With waste)

Unit 2644 Front $26 \times 9 = 234$ Front of building to the roof line.
 $5 \times 9 = 45$ Front entry way jog.
Back $26 \times 9 = 234$ Back of building to the roof line.
 $5 \times 17 = 85$ Sides of chimney to top of chimney.
 $6 \times 6 = 36$ Front and back of chimney extending above roof line.
 $6 \times 6 = \underline{36}$ Small chimney on roof.
670 Total: 7 Sq. of siding. (With waste)

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1639

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2678, 80, 82, 84, 86, 88 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	6	380.00	2,280.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	152	461.45	70,140.40

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1639

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	756	8.15	6,161.40
Wrap all end and top caps of petition walls with aluminum coil.	642	3.25	2,086.50
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		12,732.00	12,732.00
Miscellaneous sheathing.	6	570.00	3,420.00

THANKS FOR CHOOSING EAGLE SIDING!	Total
-----------------------------------	--------------

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EAGLE SIDING, INC.
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Estimate

Date	Estima...
6/11/2008	1639

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	12	50.00	600.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	426	7.45	3,173.70
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	564	10.75	6,063.00
Install new seamless gutters. All downspouts would be 3'x4'.	534	10.75	5,740.50
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	110	295.85	32,543.50
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door, replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	6	903.36	5,420.16
Double garage door wrap	6	90.00	540.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

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Estimate

Date	Estima...
6/11/2008	1639

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	6	35.00	210.00
Wrap all brick mold around doors and windows.	65	79.00	5,135.00
Electrical; Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	6	433.00	2,598.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	6	805.00	4,830.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	6	485.00	2,910.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$167,784.16

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

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EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1640

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2652, 54, 56, 58, 60, 62, 64, 66 Mackubin St.		0.00	0.00
Westwood Village project: The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	8	380.00	3,040.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	199	461.45	91,828.55

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 1 1/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1640

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	980	8.15	7,987.00
Wrap all end and top caps of petition walls with aluminum coil.	740	3.25	2,405.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		16,336.00	16,336.00
Miscellaneous sheathing.	8	570.00	4,560.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1640

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	16	50.00	800.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	530	7.45	3,948.50
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	754	10.75	8,105.50
Install new seamless gutters. All downspouts would be 3'x4'.	720	10.75	7,740.00
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	134	295.85	39,643.90
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door. replace old track and install new track and new insulated R8.6. raised panel. steel garage door. Bid does not include new opener. Garages are 16' x 7'.	8	903.36	7,226.88
Double garage door wrap	8	90.00	720.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1640

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	22	35.00	770.00
Wrap all brick mold around doors and windows.	100	79.00	7,900.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	8	433.00	3,464.00
Install galvanized (26 guage) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	8	805.00	6,440.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	8	485.00	3,880.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$217,995.33

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EAGLE SIDING, INC.
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Estimate

Date	Estima...
6/11/2008	1641

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2668, 70, 72, 74, 76 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	5	380.00	1,900.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	133	461.45	61,372.85

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1641

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	625	8.15	5,093.75
Wrap all end and top caps of petition walls with aluminum coil.	488	3.25	1,586.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		8,768.00	8,768.00
Miscellaneous sheathing.	5	570.00	2,850.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1641

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	10	50.00	500.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	380	7.45	2,831.00
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	471	10.75	5,063.25
Install new seamless gutters. All downspouts would be 3'x4'.	490	10.75	5,267.50
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	96	295.85	28,401.60
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door. replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	5	903.36	4,516.80
Double garage door wrap	5	90.00	450.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1641

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	6	35.00	210.00
Wrap all brick mold around doors and windows.	56	79.00	4,424.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	5	433.00	2,165.00
Install galvanized (26 guage) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	5	805.00	4,025.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	5	485.00	2,425.00

THANKS FOR CHOOSING EAGLE SIDING!	Total	\$143,049.75
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Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1642

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2714, 16, 18, 20, 22, 24, 26, 28 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs. Permit cost.	0		0.00
Disposal fee.	8	380.00	3,040.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	198	461.45	91,367.10

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1642

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	992	8.15	8,084.80
Wrap all end and top caps of petition walls with aluminum coil.	720	3.25	2,340.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood. install house wrap and side over this.		17,136.00	17,136.00
Miscellaneous sheathing.	8	570.00	4,560.00

THANKS FOR CHOOSING EAGLE SIDING!	Total
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Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1642

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	16	50.00	800.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	536	7.45	3,993.20
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	756	10.75	8,127.00
Install new seamless gutters. All downspouts would be 3'x4'.	713	10.75	7,664.75
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	135	295.85	39,939.75
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door, replace old track and install new track and new insulated R8.6. raised panel. steel garage door. Bid does not include new opener. Garages are 16' x 7'.	8	903.36	7,226.88
Double garage door wrap	8	90.00	720.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1642

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	26	35.00	910.00
Wrap all brick mold around doors and windows.	99	79.00	7,821.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	8	433.00	3,464.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	8	805.00	6,440.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	8	485.00	3,880.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$218,714.48

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EAGLE SIDING, INC.
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Estimate

Date	Estima...
6/11/2008	1643

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2700, 02, 04, 06, 08, 10, 12 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	7	380.00	2,660.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	183	461.45	84,445.35
THANKS FOR CHOOSING EAGLE SIDING!		Total	

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Estimate

Date	Estima...
6/11/2008	1643

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	873	8.15	7,114.95
Wrap all end and top caps of petition walls with aluminum coil.	698	3.25	2,268.50
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		14,819.00	14,819.00
Miscellaneous sheathing.	7	570.00	3,990.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1643

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	14	50.00	700.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	533	7.45	3,970.85
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	658	10.75	7,073.50
Install new seamless gutters. All downspouts would be 3'x4'.	625	10.75	6,718.75
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	121	295.85	35,797.85
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door, replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	7	903.36	6,323.52
Double garage door wrap	7	90.00	630.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	

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Estimate

Date	Estima...
6/11/2008	1643

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	19	35.00	665.00
Wrap all brick mold around doors and windows.	85	79.00	6,715.00
Electrical; Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	7	433.00	3,031.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	7	805.00	5,635.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	7	485.00	3,395.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$197,153.27

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EAGLE SIDING, INC.
1301 E.Cliff Rd. Suite 117
Burnsville, Mn 55337

Estimate

Date	Estima...
6/11/2008	1644

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl estimate

Description	Qty	Cost	Total
2640, 42, 44, 46, 48, 50 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding. therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit.	6	380.00	2,280.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	152	461.45	70,140.40

THANKS FOR CHOOSING EAGLE SIDING!

Total

Note: Material prices are escalating monthly. Eagle Siding, Inc reserves the right to adjust estimate according to increase by manufacturers. Payment will be made at agreed upon intervals. It is understood that a 11/2% per month charge is added to balance 30 days past due. \$20 will be charged on returned checks.

Phone #	Fax #	E-mail	Web Site
952-746-3046	952-746-3047	eaglesiding@comcast.net	www.eaglesiding.com

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Estimate

Date	Estima...
6/11/2008	1644

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	750	8.15	6,112.50
Wrap all end and top caps of petition walls with aluminum coil.	596	3.25	1,937.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		12,602.00	12,602.00
Miscellaneous sheathing.	6	570.00	3,420.00

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Estimate

Date	Estima...
6/11/2008	1644

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Project
Vinyl estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	12	50.00	600.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	450	7.45	3,352.50
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	530	10.75	5,697.50
Install new seamless gutters. All downspouts would be 3'x4'.	542	10.75	5,826.50
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	109	295.85	32,247.65
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door. replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	6	903.36	5,420.16
Double garage door wrap	6	90.00	540.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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Estimate

Date	Estima...
6/11/2008	1644

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	4	35.00	140.00
Wrap all brick mold around doors and windows.	62	79.00	4,898.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	6	433.00	2,598.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	6	805.00	4,830.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	6	485.00	2,910.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$166,752.21

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Estimate

Date	Estima...
6/11/2008	1646

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2730, 32, 34 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	3	380.00	1,140.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	96	461.45	44,299.20

THANKS FOR CHOOSING EAGLE SIDING!	Total
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Estimate

Date	Estima...
6/11/2008	1646

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	375	8.15	3,056.25
Wrap all end and top caps of petition walls with aluminum coil.	410	3.25	1,332.50
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4' every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		6,751.00	6,751.00
Miscellaneous sheathing.	3	570.00	1,710.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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6/11/2008	1646

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Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	6	50.00	300.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	287	7.45	2,138.15
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	280	10.75	3,010.00
Install new seamless gutters. All downspouts would be 3'x4'.	262	10.75	2,816.50
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	57	295.85	16,863.45
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door, replace old track and install new track and new insulated R8.6. raised panel. steel garage door. Bid does not include new opener. Garages are 16' x 7'.	3	903.36	2,710.08
Double garage door wrap	3	90.00	270.00

THANKS FOR CHOOSING EAGLE SIDING!

Total

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6/11/2008	1646

Name / Address
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Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	5	35.00	175.00
Wrap all brick mold around doors and windows.	38	79.00	3,002.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	3	433.00	1,299.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	3	805.00	2,415.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	3	485.00	1,455.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$95,943.13

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Date	Estima...
6/11/2008	1647

Name / Address
Westwood Village I Roseville, Mn.



Project
Vinyl Estimate

Description	Qty	Cost	Total
2690, 92, 94, 96 Mackubin St.		0.00	0.00
Westwood Village project; The project consists of tearing off all shingles and replacing them with new GAF 30 year architectural shingles. Tear off all old siding and dispose of. Install new Polar Wall insulated vinyl siding .044" thick siding on all exterior walls. All patio partition walls are hollow under the siding, therefore we will have to sheath them before installing siding. All chimneys will need to be reframed and sheathed. Install all new seamless gutters and 3x4 downspouts. Soffit and fascia system is figured for an aluminum/ steel system. Replace all overhead garage doors and garage door jambs.	0		0.00
Permit cost.	4	380.00	1,520.00
Disposal fee.		1,200.00	1,200.00
Install and supply vinyl siding. Tear off existing vertical cedar siding and dispose of in dumpsters. Install house wrap and tape all seams. Install new Polar Wall Insulated vinyl siding .044" thick on all exterior surfaces where there is currently cedar siding. Flash tops of all windows and doors. Caulk around all openings. Garage included.	120	461.45	55,374.00

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Project
Vinyl Estimate

Description	Qty	Cost	Total
Install Azek skirt board wherever siding is within six inches of snow shoveling or grass cutting including front entry stair and stoops.	502	8.15	4,091.30
Wrap all end and top caps of petition walls with aluminum coil.	484	3.25	1,573.00
Patio partition walls are currently 2x4 frames with no sheathing on them. We would need to tear off the siding and install sheathing over the 2x4's in order to install the siding. This would not include replacing any rotten framing. We would not be able to see this until we removed the siding. The estimate only includes tearing off the existing siding and re-sheathing with half inch CDX. Chimneys are currently framed with horizontal 2x4's every 3' to 4' up the chimney. There is no sheathing on the chimneys. We would need to tear down the siding and framing of the chimneys. We would then need to install new green treated framing material on the chimney, sheath with 1/2 inch plywood, install house wrap and side over this.		8,870.09	8,870.09
Miscellaneous sheathing.	4	570.00	2,280.00

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Project
Vinyl Estimate

Description	Qty	Cost	Total
Wrap 2x's on the top of all chimneys.	8	50.00	400.00
Install new 2" x 6" boards on all gable ends and install six inch steel fascia.	326	7.45	2,428.70
Install new aluminum soffits and steel fascia system. Soffits are a center vented soffit for ventilation. We would open up the existing soffits to allow more air flow to travel through the soffit system for proper ventilation.	372	10.75	3,999.00
Install new seamless gutters. All downspouts would be 3'x4'.	352	10.75	3,784.00
Tear off existing shingles on the entire building. Install new 15lb. felt underlayment. Install new ice and water shield. Install new 30 yr. GAF Architectural shingles, valleys, and ridge vent. Install new chimney flashing to shed water.	73	295.85	21,597.05
Install new Thermo Builder overhead garage door. The door is rated for 90 mph wind. Take down existing garage door. replace old track and install new track and new insulated R8.6. raised panel, steel garage door. Bid does not include new opener. Garages are 16' x 7'.	4	903.36	3,613.44
Double garage door wrap	4	90.00	360.00

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Project
Vinyl Estimate

Description	Qty	Cost	Total
Wherever railings meet the wall we will remove end spindle and replace with a continuous wood piece wrapped in aluminum. We will then connect railings to this member.	8	35.00	280.00
Wrap all brick mold around doors and windows.	48	79.00	3,792.00
Electrical: Take off existing lights on the back of buildings and one light on the front of garage and replace with new lights. The light in the front of the garage will have a motion sensor devise. Replace exterior outlets with new GFI outlets and install in-use covers. Lights and outlets within the patio area of each unit are not included and would be at an additional cost. This will be required with the electrical permit.	4	433.00	1,732.00
Install galvanized (26 gauge) chimney cap on all chimney chase tops. This does not include replacement of any existing venting materials.	4	805.00	3,220.00
Install new doors to the patio area in the front of each unit. Remove existing door and install new steel door. The doors will have to be pre-cut in order to fit the existing opening.	4	485.00	1,940.00
THANKS FOR CHOOSING EAGLE SIDING!		Total	\$122,054.58

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Unit 2656





Unit 2652





Unit 2640





Unit 2666





Unit 2644



Unit #	Proposed	2009 Value	Cost per Value	more (less)	Sq. Ft.	Cost per sq. more (less)
2716	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72 \$ 3,561.79
2714	34,950.53	\$220,900	\$35,615	\$ 664.40	1664	\$37,681.72 \$ 2,731.19
2712	34,950.53	\$210,000	\$33,858	\$ (1,092.96)	1588	\$35,960.68 \$ 1,010.15
2710	32,181.83	\$172,200	\$27,763	\$ (4,418.63)	796	\$18,025.63 \$ (14,156.20)
2708	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72 \$ 3,561.79
2706	34,950.53	\$230,200	\$37,114	\$ 2,163.81	1664	\$37,681.72 \$ 2,731.19
2704	34,950.53	\$209,700	\$33,809	\$ (1,141.33)	1588	\$35,960.68 \$ 1,010.15
2702	34,950.53	\$218,100	\$35,164	\$ 212.97	1636	\$37,047.65 \$ 2,097.12
2728	34,950.53	\$225,500	\$36,357	\$ 1,406.05	1664	\$37,681.72 \$ 2,731.19
2726	34,950.53	\$220,900	\$35,615	\$ 664.40	1664	\$37,681.72 \$ 2,731.19
2724	34,950.53	\$231,900	\$37,388	\$ 2,437.90	1664	\$37,681.72 \$ 2,731.19
2722	34,950.53	\$230,200	\$37,114	\$ 2,163.81	1664	\$37,681.72 \$ 2,731.19
2720	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72 \$ 3,561.79
2718	34,950.53	\$222,500	\$35,873	\$ 922.37	1636	\$37,047.65 \$ 2,097.12
2734	34,950.53	\$218,400	\$35,212	\$ 261.34	1636	\$37,047.65 \$ 2,097.12
2732	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72 \$ 3,561.79
2730	34,950.53	\$220,900	\$35,615	\$ 664.40	1664	\$37,681.72 \$ 2,731.19
2700	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72 \$ 3,561.79
2696	34,950.53	\$214,500	\$34,583	\$ (367.45)	1588	\$35,960.68 \$ 1,010.15
2694	34,950.53	\$220,900	\$35,615	\$ 664.40	1664	\$37,681.72 \$ 2,731.19
2692	32,181.83	\$172,200	\$27,763	\$ (4,418.63)	796	\$18,025.63 \$ (14,156.20)
2690	33,566.19	\$220,900	\$35,615	\$ 2,048.74	1664	\$37,681.72 \$ 4,115.53
2688	33,566.19	\$218,500	\$35,228	\$ 1,661.80	1664	\$37,681.72 \$ 4,115.53
2686	33,566.19	\$220,900	\$35,615	\$ 2,048.74	1664	\$37,681.72 \$ 4,115.53
2684	31,074.35	\$163,100	\$26,296	\$ (4,778.31)	800	\$18,116.21 \$ (12,958.14)
2682	33,566.19	\$185,000	\$29,827	\$ (3,739.29)	1239	\$28,057.48 \$ (5,508.71)
2680	33,566.19	\$209,700	\$33,809	\$ 243.01	1588	\$35,960.68 \$ 2,394.49
2678	33,566.19	\$218,400	\$35,212	\$ 1,645.68	1636	\$37,047.65 \$ 3,481.46
2668	33,566.19	\$227,200	\$36,631	\$ 3,064.47	1664	\$37,681.72 \$ 4,115.53
2670	33,566.19	\$186,700	\$30,101	\$ (3,465.20)	1239	\$28,057.48 \$ (5,508.71)
2672	33,566.19	\$217,600	\$35,083	\$ 1,516.70	1664	\$37,681.72 \$ 4,115.53
2674	33,566.19	\$218,400	\$35,212	\$ 1,645.68	1636	\$37,047.65 \$ 3,481.46
2676	33,566.19	\$211,600	\$34,116	\$ 549.34	1588	\$35,960.68 \$ 2,394.49
2666	32,181.83	\$172,200	\$27,763	\$ (4,418.63)	796	\$18,025.63 \$ (14,156.20)
2664	32,181.83	\$167,500	\$27,005	\$ (5,176.39)	796	\$18,025.63 \$ (14,156.20)
2662	34,950.53	\$214,200	\$34,535	\$ (415.81)	1588	\$35,960.68 \$ 1,010.15
2660	34,950.53	\$227,200	\$36,631	\$ 1,680.13	1664	\$37,681.72 \$ 2,731.19
2658	34,950.53	\$231,400	\$37,308	\$ 2,357.28	1692	\$38,315.79 \$ 3,365.26
2656	34,950.53	\$202,800	\$32,697	\$ (2,253.80)	1448	\$32,790.34 \$ (2,160.19)
2654	33,566.19	\$194,700	\$31,391	\$ (2,175.39)	1300	\$29,438.84 \$ (4,127.35)
2652	34,119.93	\$220,900	\$35,615	\$ 1,495.00	1664	\$37,681.72 \$ 3,561.79
2650	33,566.19	\$220,900	\$35,615	\$ 2,048.74	1664	\$37,681.72 \$ 4,115.53
2648	33,566.19	\$185,000	\$29,827	\$ (3,739.29)	1239	\$28,057.48 \$ (5,508.71)
2646	33,566.19	\$216,100	\$34,841	\$ 1,274.86	1632	\$36,957.07 \$ 3,390.88
2644	31,074.35	\$172,500	\$27,812	\$ (3,262.78)	800	\$18,116.21 \$ (12,958.14)
2642	33,566.19	\$209,700	\$33,809	\$ 243.01	1588	\$35,960.68 \$ 2,394.49
2640	33,566.19	<u>\$218,400</u>	\$35,212	\$ 1,645.68	<u>1636</u>	\$37,047.65 \$ 3,481.46
		\$9,895,000				70449

Total Cost of Project =

\$1,595,336.25

\$0.16 cost per value

\$22.65 Cost per sq.ft.

RESERVE DATA ANALYSIS, INC.

www.RDAmidwest.com

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Email: info@RDAmidwest.com



September 1, 2008

Westwood Village One Roseville, Minnesota

Capital Reserve Plan for Major Repairs and Replacements

This long range capital reserve financial plan is based on the findings detailed in the RDA Reserve Study Report™ version 002 dated August 30, 2008 for the association's fiscal year beginning April 1, 2009. The reserve study and report exceeds the National Study Standards of The Community Associations Institute which are recognized and referenced in the Common Interest Auditors Guide published by the American Institute of Certified Public Accountants.

The plan presented here and in the RDA Report™ presumes replacement of all existing Roofing, Siding & Trim, Gutter & Downspout, and Soffit & Fascia by June, 2009 with loan proceeds.

Major Components Included in the Funding Plan:

*Access Lanes (private roadways)	*Driveways	Sidewalk Replacement
Curb Replacement	Roof Replacement	Buildings Exterior Lighting
Swimming Pool Equipment Bldg.	Swimming Pool Equipment	Swimming Pool Furniture
Swimming Pool Refurbishment	Swimming Pool Deck & Fence	Gutters & Downspouts
Siding/Trim Replacement	Soffit & Fascia Replacement	Periodic Landscape Refurbishment
Mailbox Replacement	Retaining Wall Replacement	Storm Sewer Replacement
Subterranean Utility Replacement		

*The Access Lane and Driveway funding includes projected expenditures for periodic chipcoating, periodic section replacements, overlays at 20 years of age and reconstruction at 40 years of age.

Funding Requirements:

The reserve funding plan for future capital improvement/replacement projects uses Cash Flow projections with the goal of maintaining a positive balance in the reserve fund account for the next 30 years. **The initial monthly reserve contribution requirement is \$130.19 per unit per month. This is the minimum amount needed to meet the projected expenditures and fulfill the mandates of state statute 515B.3-114 and the association's governing documents.** This is \$84.19 per unit per month above the association's 2008/09 budgeted rate.

Due to fluctuating interest rates, inflationary changes and the unpredictable nature of the lives of many of the assets, the funding plan must be updated routinely to maintain adequacy. We recommend updates at intervals of about 3 years.

Homeowner's Major Component Responsibilities:

The following major components are not included in the funding plan because they are the responsibility of the individual homeowners rather than the association:

Garage Doors	Courtyard Doors	Unit Entry Doors
Patio Doors	Windows	Decks
Patios		

Reserve Study Report Attachments:

Reserve Component Funding Summary Report:	Summarizes the adequacy of the proposed funding plan.
Component Listing/Summary pages 2-2 & 2-3:	Lists Components, Useful & Remaining lives and current costs.
RDA Summary & Projections pages 2-1 & 2-6:	Funding Parameters, Initial Contributions and 30 year projections.
Charts & Graphs:	Illustrate Expenditures, Contributions and Year End Fund Balance.
Annual Expenditure Detail pages 2-7 thru 2-11:	Details component expenditures in future dollar values.

Thank you,


Gregory L. Pettersen, RS
President



RESERVE COMPONENT FUNDING SUMMARY REPORT

For the fiscal year beginning April 1, 2009

Westwood Village One

Roseville, Minnesota

47 units

1. PROPOSED Baseline Reserve Component Budget:

	Annual Amount	Annual Per Unit (Average)	Monthly Per Unit (Average)
Reserve Component Assessment:	\$73,425.00.00	\$1,562.24	\$130.19

Note: If assessments vary by size or type of unit, the assessment applicable to a specific unit must accompany this document when included as part of a resale disclosure.

2. Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for major repairs and/or replacement of the Reserve Components during the next 30 years? YES

3. If the answer to #2 is no, list the first year in which an actual cash deficit is projected, the year of peak deficit, and the amount needed to cover the shortfalls:

First Year of Projected Cash Deficit	Amount of Shortfall	Average Cost Per Unit
N/A	N/A	N/A
Year of Peak Projected Cash Deficit	Amount of Shortfall	Average Cost Per Unit
N/A	N/A	N/A

Note: If assessments vary by size or type of unit, the assessment applicable to a specific unit must accompany this document when included as part of a resale disclosure.

4. Funding status for the fiscal year beginning April 1, 2009:

A) *Fully Funded Balance (total accrued depreciation) for reserved components	\$397,242.00
B) Reserve Fund Beginning Balance:	\$122,653.00
C) Total unfunded depreciation liability, where amount on line A is greater than B	\$274,589.00

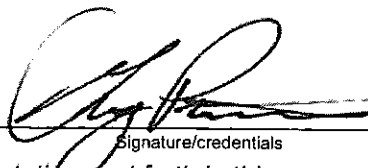
**Fully Funded Balance = Effective Age of Component ÷ Estimated Useful Life X Current Replacement Cost, summed for all components.*

The following issues, if not disclosed, would cause a distortion of the association's condition:

The capital reserve funding plan presumes replacement, before 2010, of several major components using loan proceeds not factored in the client's study. They include: Roofs, Siding & Trim, Gutters and Soffit & Fascia. Homeowners are responsible for their own windows, doors, courtyard and garage doors, patios and decks.

Gregory L. Pettersen

Preparer



Signature/credentials



August 30, 2008

Date

NOTE: The financial representations set forth in this summary are based on information provided by the association and the best estimates of the preparer at the time the summary was prepared. The estimates are subject to change. A copy of the full reserve study report is available for review from the association upon request.

**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 21st day of January, 2009, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

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

WHEREAS, pursuant to Minnesota Statutes Section 428A.13, the Roseville City Council on established by ordinance the Housing Improvement Area; and

WHEREAS, pursuant to proper notice duly given as required by Minn. Stat. 428A.14, the City Council has met and heard and passed upon all objections to the proposed improvement fees in the Housing Improvement Area for improvements made to the residential buildings within the Area and the proposed collection of those fees at the same time and in the same manner as ad valorem taxes; and

WHEREAS, pursuant to Minnesota Statutes Section 428A.18, the effective date of this resolution must be at least 45 days after it is adopted unless 65% of the unit owners have committed in writing not to object to the fee; and

WHEREAS, the City of Roseville expects to reimburse all of the housing improvement expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.102-18 of the Income Tax Regulations of the Internal Revenue Service.

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

45 1. Such imposed improvement fees, a copy of which is attached hereto as Exhibit
46 A and made a part hereof, shall constitute the fees imposed against the lands named
47 herein to be collected at the same time and in the same manner as provided for the
48 payment and collection of ad valorem taxes under authority of Minn. Stat. 428A.05,
49 428A.14, and 428A.15, and each tract of land herein included is hereby found to be
50 benefitted by the proposed improvement in the amount of the assessed fee levied against
51 it.

52
53 2. Such improvement fees shall be payable in equal annual installments
54 extending over a period of fifteen years from the first Monday in January, and shall bear
55 interest at the rate of 7.75% per annum from the date of adoption of this resolution.
56 The total amount of the fifteen year assessed fees is shown in Attachment E.

57
58 3. The owner of any property so assessed may, at any time prior to the
59 certification of the assessed improvement fees to the Director of the Ramsey County
60 Records and Taxation Division but no later than November 15, 2009, pay the whole of
61 the assessed fees on such property, with interest accrued to the date of payment to the
62 City Treasurer, except that no interest shall be charged if the entire assessed fee is paid
63 within 30 days from the adoption of this resolution; and the owner may, at any time
64 thereafter, pay to the City Finance Department the entire amount of the assessed fees
65 remaining unpaid.

66
67 4. The City Manager shall forthwith transmit a certified duplicate of this assessed
68 improvement fee to the County Property Records and Taxation Division to be extended
69 on the property tax list of the County, and such assessed fees shall be paid over in the
70 same manner as other municipal taxes.

71
72
73 The motion for the adoption of the foregoing resolution was duly seconded by Member

74
75 , and upon a vote being taken thereon, the following voted in favor thereof:

76
77 and the following voted against the same: none.

78
79 WHEREUPON said resolution was declared duly passed and adopted.
80
81
82
83
84
85

WESTWOOD VILLAGE

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Undersigned, BAN-CON, INC., a Minnesota corporation, hereinafter called Developer, and BANKERS MORTGAGE CORPORATION, a Minnesota corporation, Mortgagee; and Whereas, Developer is the owner of real property described in Article II of this Declaration, and desires to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities for the benefit of said community, and

Whereas, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities, and to this end desires to subject the real property described in Article II, together with such additions as may thereafter be made thereto, as provided in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

Whereas, Developer has deemed it desirable for the efficient preservation of values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

Whereas, Developer has incorporated, under the laws of the State of Minnesota, as a non-profit corporation, the Westwood Village Association for the purpose of exercising the functions aforesaid,

Declare that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words, when used in this Declaration, or any supplemental declaration (unless the context shall prohibit), shall have the following meanings:

- a. "Association" shall mean and refer to Westwood Village Association.
- b. "Westwood Village" shall mean and refer to Westwood Village Townhouses Plat 1, and to all such existing properties and additions thereto as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

- c. "Common Properties" shall mean and refer to those areas of land shown any recorded subdivision plat of Westwood Village and intended to be devoted to the common use and enjoyment of the owners of Westwood Village.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of Westwood Village, the exception of Common Properties as heretofore defined.
- e. "Living Unit" shall mean and refer to any portion of a building, including a detached garage or fence situated upon Westwood Village designated and intended for use and occupancy as a residence by a single family.
- f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon Westwood Village, but notwithstanding any applicable theory of the mortgage shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- g. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section I, hereof.
- h. "Developer" shall mean and refer to Ban-Con, Inc., its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from the Developer for the purpose of development.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. The real property which is and shall be held, transferred, conveyed and occupied subject to this Declaration is located in the Village of Roseville, County of Ramsey, and State of Minnesota, and is more particularly described as follows: All of Blocks 1,2,3,4,5,6,7,8 & 9, Westwood Village Townhouses Plat 1, according to the plat thereof on file and of record in the office of the Register of Deeds within and for said County. All of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- a. Additions to the Plan of Development. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional property in the development; namely, Lot 8, Block 1, Western Hills No. 4, according to the plat thereof on file and of record in the office of the Register of Deeds within and for Ramsey County, State of Minnesota. However, the present Plan of Development shall not bind the Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land brought under this Declaration.

The additions authorized under this, and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration shall contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

b. **Other Additions.** Upon approval in writing of the Association pursuant to a vote of its members as provided in its Bylaws, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file of record a supplementary declaration of covenants and restrictions as in subsection (a) hereof.

c. **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Existing Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Existing Property, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership.

Section 2. Voting Rights. The Westwood Village Association shall have two Classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which the interest required for membership by Section 1. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for each Lot shall be exercised as they, among themselves, determine, and by Association By-Laws, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Developer shall be the sole Class B member. Class B members shall be entitled to 125 votes in the Westwood Village Association. The Class B membership shall cease and terminate upon the happening of either of the following events, whichever first occurs:

- a. When the last Lot within Westwood Village is sold, or
- b. On December 31, 1973.

From and after the happening of either of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member, entitled to one vote for each Lot (as provided for Class A members) in which it holds the interest required for membership under Section 1.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. **Members Easement of Enjoyment.** Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. **Title to Common Properties.** The Developer may retain the title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than December 31, 1970.

Section 3. **Extent of Members' Easements.** The rights and easements of enjoyment created hereby and the title of the Association to the Common Properties shall be subject to the following:

a. The rights of the Association, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the Common Properties, and in aid thereof to mortgage said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the Members hereunder; and

b. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

c. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and to suspend the said enjoyment rights for any period not to exceed 30 days and to impose a fine not to exceed \$5.00 for each infraction of its published rules and regulations; provided, that nothing contained in this shall be deemed to deny an owner access to and from his Lot or Living Unit located in Westwood Village.

d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

e. The right of the Owner of each lot to an exclusive easement on the Common Properties for entrances to a Living Unit or to areas occupied by fireplaces, roof overhangs, balconies, air conditioning compressors, flower boxes, and other appurtenances which are part of the original construction of any living unit, or which are added pursuant to the provisions of Article VIII hereof, and

f. The right of individual Members to the use of parking spaces as provided in Article V hereof; and

g. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast three-fourths

of the votes of each class of membership has been recorded agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least 90 days in advance of any action taken; and

h. The rights of the Village of Roseville, Minnesota, to an "open space easement", created by indenture from Developer to said Village dated December 6, 1968, and recorded with this Declaration.

ARTICLE V

PARKING RIGHTS

The Association shall maintain upon the Common Properties certain parking spaces conveniently located for the use of the Members' guests.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each lot owned by him within the properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed as covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be charged on each lot and shall be a continuing lien on each lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Westwood Village and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes in Westwood Village, including but not limited to, the payment of taxes, insurance, repair, replacement and additions, and for the cost of labor, equipment, materials, management and supervision.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1971, the annual assessment shall be \$192.00 per Lot payable as hereinafter provided. From and after the year beginning January 1, 1971, the annual assessment may be increased by vote of the Members as hereinafter provided for the next three years, the Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year in a lesser amount, provided, however, that the assessment for each Lot owned by the Developer containing an unoccupied Living Unit shall be one-half of the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement, of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof for any such period, provided that any change shall have the assent of two-thirds of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for any Action Authorized under Sections 4 and 5. The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at such subsequent meetings shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 30 days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement; provided, however, that the annual assessment for each Lot owned by the Developers subsequent to the date fixed by the Board of Directors of the Association upon which there is no completed Living Unit shall commence on the first day of the calendar month subsequent to the date of the annual assessment for each Lot owned by the Developer shall be as provided in Section 3 hereof.

"The first annual assessment shall be made for the balance of the calendar year and shall become due and payable rateably on the first day of each month commencing on the day fixed for commencement as hereinbefore provided. The assessments for any year after the first year shall become due and payable rateably on the first day of each month of said year.

"The amount of annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment and the method of commencement of assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at such time other than the beginning of any annual assessment period. The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such assessment."

Section 8. Duties of The Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least 30 days in advance of such date or period and shall in that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an Officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such properties in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate of seven (7) per cent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided; and a reasonable attorney's fee to be fixed by the Court, together with the cost of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 10. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, such sale or transfer shall not release a Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments charged and lien created hereon:

a. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.

b. All properties exempted from taxation by the laws of the State of Minnesota upon the terms and to the extent of such legal exemption.

c. All Common Properties as defined in Article I, Section 1, hereof. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI-A

COVENANTS FOR INSURANCE

Section 1. Maintenance of Insurance. Each Owner of any Lot, except the Developer, by acceptance of a Deed therefor, whether or not it shall be expressed in any such Deed or other conveyance covenants to carry, maintain and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism and miscellaneous mischief with all risk endorsement insurance, such insurance to cover a minimum of the entire replacement cost of the Living Unit located on each Lot and to be placed with an insurance company as selected by the Association, provided that such insurance company is authorized to do business in the State of Minnesota. Such policy may be in the form of an endorsement of a master policy and shall be in the name of the Owner and the Association as their respective interests may appear.

Section 2. Waiver of Subrogation. To the extent permitted by the standard Minnesota form of fire and extended coverage insurance and to the extent benefits are paid under such a policy, each Owner and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties if such damage or destruction results from one or more perils covered by the Standard Minnesota form of fire and extended coverage insurance.

Section 3. Lien for Premiums. The Association may but shall not be required to make payment of insurance premiums on behalf of any Owner who becomes delinquent in such payment. In the event that the Association does make such payment, then such payment and the cost thereof shall be treated as if it is part of the annual assessment as described in Article VI hereof and shall be a charge on the land a continuing lien on the property for whose benefit such payment is made and also the personal obligation of the Owner of such property at the time when such premium payment is made.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built is part of the original construction of the homes upon Westwood Village I and placed on the dividing line between the Lots shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Share of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner, who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. From and after the completion of construction and sale of each Lot or Living Unit within Westwood Village, no building, fence, wall or other structure shall be commenced, erected or maintained upon such Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or in any event if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article shall be deemed to have been fully complied with.

ARTICLE IX

EXTERIOR AND INTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article VI hereof as follows: paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces not including glass surfaces.

Section 2. Interior Maintenance. In addition to the maintenance described in Section 1 hereof, the Association may provide interior maintenance upon each Lot and Living Unit which is subject to assessment under Article VI hereof, as follows: Sewers and sewage system, plumbings, heating and air conditioning system and electrical system.

Section 3. Assessment of Cost. The cost of such exterior and interior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof; and as part of such annual assessment of charge, it shall be a lien or obligation of the owner and shall become due and payable in all respects as provided in Article VI hereof, provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior and interior maintenance for that year, but shall thereafter make such adjustment with the Owner as is necessary to reflect the cost thereof.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the exterior and interior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any Lot or Living Unit at reasonable hours at any day.

ARTICLE X

EASEMENTS

Section 1. Extent of Mutual Easements. The rights and easements of enjoyment by the Owner of each Lot and the title of the Owner of such Lot to an exclusive easement on and over every other Lot to entrances and areas occupied by fireplaces, roof overhangs, balconies, air conditioning compressors, flower boxes, use of common utility installations and other appurtenances, which are part of the original construction of any Living Unit on each Lot or which are added pursuant to the provisions of Article VIII hereof.

Section 2. Extent of Association Easements. The rights and easements of enjoyment by the Owner of each Lot and the title of such Lot in said Lot shall be subject to the rights of the Association to an exclusive easement on and over said Lot for the purpose of installation and maintenance of necessary utilities to serve the Common Properties.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The Covenants, restrictions and easements of this Declaration shall run with and bind the land and shall inure to the benefits of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date of this Declaration is recorded, after which time said covenants, restrictions and easements shall be automatically renewed for successive periods of 10 years.

The Covenants and Restrictions of this Declaration may be amended during the first 20 year period by an instrument signed by not less than 90% of the Lot Owners and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any Amendment must be properly recorded.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment of court order shall in no wise affect any other provision which shall remain in full force and effect.

In Presence Of

Donna M. Larson

BAN-CON, INC.

Joy Meyers

Theodore Glasrud
President

J. A. Worman
Secretary

BANKERS MORTGAGE CORPORATION

Donna M. Larson

Theodore Glasrud
President

Joy Meyers

J. A. Worman
Secretary

Dated this 6th day of December, 1968

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY

On this 6th day of December, A.D., 1968 before me a Notary Public within and for said County and State personally appeared Theodore Glasrud and J. A. Warman, who being each by me duly sworn did say that they are respectively the President and Secretary of Ban-Con, Inc., the corporation named in the foregoing instrument; that the corporate seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of its Board of Directors and said Theodore Glasrud and J. A. Warman acknowledged said instrument to be the free act and deed of said corporation.

Donna M. Larson
Notary Public

Donna Mae Larson
Notary Public, Washington County, MN
My Commission Expires May 29, 1970

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

on this 6th day of December, A.D., 1968, before me a Notary Public within and for said County and State personally appeared Theodore Glasrud and J.A. Warman, who being each by me duly sworn did say that they are respectively the President and Secretary of Bankers Mortgage Corporation, the corporation named in the foregoing instrument; that the corporate seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by the authority of its Board of Directors and said Theodore Glasrud and J.A. Warman acknowledged said instrument to be the free act and deed of said corporation.

Donna M. Larson
Notary Public

Donna Mae Larson
Notary Public, Washington County, MN
My Commission Expires May 29, 1970

OPEN SPACE EASEMENTS AND COVENANTS

THIS INDENTURE, made and entered into this 6th day of December, 1968, by and between BAN-CON INC., a Minnesota corporation, Developer; BANKERS MORTGAGE CORPORATION, a Minnesota corporation, Mortgagee; hereinafter collectively called "grantor"; and the VILLAGE OF ROSEVILLE, hereinafter called "grantee".

WITNESSETH:

Whereas, the said grantor is developing certain real estate for a residential community known as Westwood Village, and

Whereas, the said grantor desires to set aside within said community certain acres as permanent open space, and other common facilities to provide recreation and enjoyment exclusively for residents in said community, and

Whereas, the said grantor has deemed it desirable, for the efficient preservation and enhancement of the values and amenities in said community and to insure the residents' enjoyment of certain rights, privileges and easements in said open space, and common facilities, to create an agency the Westwood Village association, which shall own and maintain said open space and common facilities exclusively for the benefit of the residents in said community, and

Whereas, the said grantor desires to assure the Village of Roseville, Ramsey County, Minnesota, that the open space, and other community areas to be maintained by the Westwood Village Association shall be permanently devoted to recreation and common enjoyment by the residents in Westwood Village and shall not be developed except as hereinafter provided.

NOW THEREFORE, for and in consideration of the promises and the sum of \$1.00 to the grantor in hand paid, receipt whereof is hereby acknowledged, and said grantor hereby grants and conveys unto the grantee, and the grantee hereby accepts an estate, interest and open space easement in the following described areas:

Lot 1, Block 1, Westwood Village Townhouses, Plat 1, an addition to the Village of Roseville, Ramsey County, Minnesota. Said estate, interest and open space easement shall be of the nature and extent hereinafter specified and shall constitute a servitude upon the above described areas which shall result from the restrictions hereby imposed upon the use of said areas and to that end and for the purpose of accomplishing the intent of the parties hereto, said grantor covenants on behalf of itself, its successors and assigns:

1. That no structures of any kind will be placed or erected upon said described areas until application therefor, with plans and specifications of such structures, together with a statement of the purpose for which the structure will be used, has been filed with and written approval obtained from the Village of Roseville, Ramsey County, Minnesota; however, that there shall be reserved to the grantor, its successors and assigns, the right to construct such recreational and service structures, improvements and facilities as are necessary and appropriate to the full enjoyment of such areas by the residents in said community of Westwood Village.

2. In the event that the Westwood Village Association or any successor organization, shall at any time fail to maintain said areas in reasonable order and conditions, the Village of Roseville, Ramsey County, Minnesota, may enter upon said areas and provide the necessary maintenance. The cost of such maintenance shall be defrayed out of assessments which the Westwood Village Association has levied or is entitled to levy pursuant to the covenants recorded contemporaneously herewith and the grantee shall in respect to the costs of such maintenance have the right to levy assessments and to all remedies for collection and enforcement of same; provided, however, that said entry and maintenance by the Village of Roseville, Ramsey County, Minnesota, shall not vest in the public any rights to use the above described open space area and facilities unless and until the same are voluntarily dedicated to the public by the Owners.

TO HAVE AND TO HOLD unto the said Village of Roseville, Ramsey County, Minnesota, its successors and assigns, forever.

IN WITNESS WHEREOF, the grantor and grantee have hereunto set their hands and seal all as of this day and year first written.

BAN-CON, INC.

Joy Meyers

Theodore Glasrud
President

Donna M. Larson

J. A. Worman
Secretary

BANKERS MORTGAGE CORPORATION

Theodore Glasrud
President

Joy Meyers

J. A. Worman
Secretary

Donna M. Larson

VILLAGE OF ROSEVILLE

Attest

R. W. Zumland
Clerk

A. Donald Mall
Mayor

NOTED BY AUDITOR
Thomas J. Kelly

Date: 1/26/09

Item: 12.c

Liquor License

Transfer

Please see 11.c

REQUEST FOR COUNCIL ACTION

DATE: 01/26/2009

ITEM NO: 12.d

Department Approval:



Item Description: **Preliminary Approval of 2030 Comprehensive Plan (PROJ-0004)**

1.0 REQUESTED ACTION

1.1 By resolution, grant preliminary approval of the 2030 Comprehensive Plan and authorize its submittal to the Metropolitan Council for formal agency review.

2.0 BACKGROUND

2.1 The draft 2030 Roseville Comprehensive Plan is the culmination of a year-long planning process, which has included significant participation by a City Council-appointed steering committee, review by City advisory commissions, and two public open houses. Attached to this memorandum is a copy of the draft 2030 Roseville Comprehensive Plan (Attachment A).

2.2 On October 1, 2008, the Planning Commission held a public hearing to take public comment on the draft Plan. Fourteen people, including residents, property owners, and Steering Committee members, spoke regarding the Comprehensive Plan. Attached to this memorandum (Attachment B) are the meeting minutes from this meeting. The comments generally focused on four issues: the future land use designation of the Target and HarMar parcels, the future land use designation of the Twin Lakes area, the definition of the Community Business future land use category, and the integration of Master Plans into the Comprehensive Plan.

2.2.1 Target and HarMar Future Land Use Designation: Five residents and three Steering Committee members spoke against the future land use designation of Regional Business for the Target and HarMar parcels and requested they be designated Community Business. In addition, seven Steering Committee members (out of the thirteen total members) presented a letter to the Planning Commission requesting that the future land use definition for these parcels be Community Business.

2.2.2 Twin Lakes Future Land Use Designation: Two Twin Lake property-owner representatives spoke against the future land use designation of Community Mixed-Use for parcels along County Road C and Cleveland Avenue. They spoke in favor of reclassifying them as Regional Business.

2.2.3 Community Business Definition: The 100,000-square-foot limitation in the Community Business definition concerned the Twin Lakes property-owner representatives in that this definition is linked to the Community Mixed-Use

category. During the period between the last Steering Committee meeting and the Planning Commission hearing, several Steering Committee members worked together to revise the Community Business future land use definition in hopes of bringing a resolution to this issue. The revised definition includes 100,000 square feet as a building footprint guideline, but would allow for buildings to exceed that if they were subject additional design requirements. They presented their revised definition in the letter cited above. One Committee member spoke against the 100,000-square-foot building size restriction in the definition.

2.2.4 Master Plans: Four Steering Committee members prepared a memorandum to the Planning Commission recommending that all current and future land use master plans be adopted into the Comprehensive Plan. One Steering Committee member and one resident spoke on behalf of this position.

2.3 On October 13, 2008, the City Council took up the matter of releasing the draft Plan to neighboring and affected units of government and special districts. Meeting minutes from this meeting are attached to this memorandum in Attachment C. The City Council made two modifications to the draft forwarded by the Planning Commission. These modifications included changing the future land use designation for the HarMar Mall to Community Business, and adding language to the land use implementation strategies regarding parkland and the need for parkland in Planning District 14.

2.4 The following table identifies modifications made to the draft Comprehensive Plan by both the Planning Commission and City Council.

Location	Planning Commission Modifications	City Council Modifications
Chapter 4: Land Use		
Pg. 4-2	Under Goal #1 of the General Land Use Goals and Policies, removed that clause "...as well as the creation of community gathering spaces" to make it read better.	
Pg. 4-3	Removed policy 5.3 of the Land Use Chapter as they felt it was redundant and similar with policy 5.4.	
Pg. 4-4 Pg. 4-22	Based on comments by the City Attorney, modified language in policy 13.2 under the Land Use Chapter (Ch. 4) to now read "Develop <u>and utilize</u> master plans, <u>as official controls</u> , for redevelopment areas in order to achieve an appropriate mixture of uses in the mixed-use areas designated on the 2030 Future Land Use Map"; and under the discussion of Planning District 10 in the Land Use Chapter, amending the language to now read "The City will use <u>intends to rely on</u> the following <u>official controls and environmental studies</u> to guide land use and to evaluate specific proposals."	
Location	Planning Commission Modifications	City Council Modifications

Pg. 4-5 and pg. 4-28	Affirmed the future land use designation for the “HarMar Mall” and Super Target parcels as “Regional Business”.	Identified the future land use designation for the HarMar Mall parcel as “Community Business.”
Pg. 4-5 and pg. 4-28	Changed the future land use designation for properties along the south side of Hwy. 36 from Snelling Ave. east to Hamline Ave. from “Community Business” to “Office”.	
Pg. 4-7 and 4-8	Removed the sentence “Individual building footprints may exceed 100,000 square feet, but smaller building sizes are supported” from the Regional Business definition and removed the 100,000-square-foot limitation on a building footprint in the definition of Community Business by modifying to read as follows: “Community business areas include shopping centers and free-standing businesses that promote community orientation and scale”.	
Pg. 4-8	Within the Neighborhood Business definition, removed the sentence: “Buildings shall not be more than three stories in height” and replaced it with “Buildings shall be scaled appropriately to the surrounding neighborhood.	
Pg. 4-28	Under the discussion of land use issues in Planning District 14, removed the words “...of a community scale...” from the second paragraph.	
Chapter 5: Transportation		
Pg. 5-25	In the Transportation Chapter, removed the language “The Metropolitan Council anticipates a long range need for 800 spaces in the Roseville area. The Grace Church and Skating Center lots are interim locations until more permanent sites can be developed” as this language was similar to language in a preceding paragraph.	
Chapter 9: Parks, Open Space, and Recreation		
Pg. 9-4	In the Parks, Open Space, and Recreation Chapter, deleted policy 3.4 as they felt it was redundant and similar to policy 3.3.	
Pg. 9-4	In the Parks, Open Space, and Recreation Chapter, deleted policy 4.4 as they felt it was redundant and similar to policy 4.1.	
Chapter 11: Implementation/Using the Plan		
Pg. 11-3		Added language to the Land Use Implementation Strategies regarding parkland and the need for parkland in Planning District 14.
Location	Planning Commission Modifications	City Council Modifications

Pg. 11-4	The Relationship Between Master Plans and the Comprehensive Plan section as amended by the Planning Commission was moved to Official Controls section.	
Pg. 11-5	Under the section entitled Relationship Between Master Plans and the Comprehensive Plan , in reference to master plans adopted prior to 2009, added the statement “Master plans adopted prior to 2009 will not be addressed as part of the Comprehensive Plan without further action by the City Council.	

- 61
- 62 **2.5** On October 15, 2008, staff made the Council-requested modifications to the Plan and sent a
- 63 letter to neighboring and affected local jurisdictions and special districts alerting them to the
- 64 opening of the review period. By state statute, these bodies have up to six months to review
- 65 and comment on the draft plan. Prior to forwarding its approved Plan to the Metropolitan
- 66 Council for its review, the City must receive comments or notice of no comment from all of
- 67 the external bodies. The City has received comment for all of the adjacent jurisdictions and
- 68 affected special districts and school districts.
- 69
- 70 **2.6** Overall, the external bodies did not make significant comments regarding the draft Plan.
- 71 Attachment E is a table that summarizes the comments received by the City from the
- 72 external bodies. These comments have been divided to two groups--suggested changes to
- 73 the draft Plan and those requiring some type of follow up or coordination outside of the
- 74 Comprehensive Planning Process. As shown, only St. Paul, Ramsey County, Capitol Region
- 75 Watershed District, and Rice Creek Watershed District made comments related specifically
- 76 to the draft Plan. Arden Hills, Little Canada, Minneapolis, and Shoreview made requests for
- 77 follow up on issues broader than the Comprehensive Plan. For those comments specific to
- 78 the Plan, staff has reviewed the issues raised and made changes to the draft Plan as needed.
- 79
- 80 **2.7** In addition to sending the draft Plan to the external bodies for review, staff provided the
- 81 Metropolitan Council with a copy of the plan and requested an informal review. The
- 82 purpose of this review is to see if any required elements are missing. The Metropolitan
- 83 Council circulated that plan to the appropriate reviewers and provided staff with a letter
- 84 summarizing their findings (Attachment F). Staff and the consulting team have integrated
- 85 items identified as incomplete into the draft Plan. Within the letter, there are several times
- 86 when the Metropolitan Council staff refer to missing tables. These tables do not need to be
- 87 included within the Comprehensive Plan, but need to be submitted as supplemental
- 88 information to allow Council staff to complete their analysis. Staff will complete these
- 89 tables upon the City Council’s approval of the draft Plan. Attachment G is a table that
- 90 summarizes how City staff and HKGi resolved issues identified by the Metropolitan
- 91 Council.
- 92
- 93 **2.8** A significant technical review has been undertaken over the last two months. As requested
- 94 by the Planning Commission, staff hired professional proofreading services. Staff retained

two editors—one who is a resident of Roseville and the other who is not—with the hopes that the varying perspectives would find a wider range of errors. Based on the editors’ reviews as well as their own, staff made many editorial clarifications (non-substantive changes) to the draft Plan.

2.9 On January 7, 2009, in accordance with Roseville City Code 201.07, the Planning Commission held a public hearing to take comment from interested parties. Nobody from the public spoke during the public hearing. Chairperson Bakeman closed the public hearing and the Planning Commission unanimously adopted a resolution recommending that the City Council adopt the Comprehensive Plan. (See Attachment H to review the draft minutes of this meeting.)

3.0 STAFF COMMENTS

3.1 The action staff is requesting the Council to take is preliminary approval of the 2030 Comprehensive Plan. Minnesota Statute 473.858, sub 3 prohibits local jurisdictions from conferring final approval of the plan until the Metropolitan Council has had the opportunity to review and comment on the Plan. It states: “The plans shall be submitted to the council following recommendation by the planning agency of the unit and after consideration but before final approval by the governing body of the unit.”

3.2 The Metropolitan Council has up to 120 days to complete its review the Plan and provide its comments back to the City. Based on the technical review already performed by Metropolitan Council staff, City staff is confident that the plan will advance fairly smoothly through the agency’s review process.

3.3 Staff anticipates requesting the Council to take final approval/adoption 2030 Comprehensive Plan in the spring. Final approval/adoption will require a super-majority of the City Council.

4.0 STAFF RECOMMENDATIONS

4.1 Staff recommends that the City Council approve the resolution to grant preliminary approval the 2030 Comprehensive Plan and authorize submittal of the Plan to the Metropolitan Council.

5.0 SUGGESTED COUNCIL ACTION

5.1 By resolution, recommend preliminary approval of the 2030 Comprehensive Plan and authorize the submittal of the Plan to the Metropolitan Council.

- Attachments:
- A. Approval Draft of the 2030 Roseville Comprehensive Plan (Distributed Monday, January 12, 2009.) Plan available at www.ci.roseville.mn.us/CompPlan.
 - B. Meeting Minutes from the October 1, 2008 Planning Commission Meeting
 - C. Meeting Minutes from the October 13, 2008 City Council Meeting
 - D. Responses from External Bodies
 - E. Response Summary Table
 - F. Metropolitan Council Informal Review Summary Letter

137	G.	Table summarizing response to Metropolitan Council's Informal Review
138	H.	Draft Meeting Minutes from the January 7, 2009 Planning Commission
139		Meeting
140	I.	Draft Resolution
141		
142		
143		
144		Prepared by: Jamie Radel, Community Development

**Extract of the Meeting Minutes from the October 1, 2008
Roseville Planning Commission Meeting**

b. PROJECT FILE 0004

Review and approve a final draft of the City of Roseville's Comprehensive Plan Update

Chair Bakeman opened the Public Hearing for Project File 0004.

Chair Bakeman complimented staff on their preparation and presentation of this project report and its specificities.

Community Development Director Patrick Trudgeon

Mr. Trudgeon provided a brief review of the staff report dated October 1, 2008 on the Draft 2030 Roseville Comprehensive Plan, in anticipation of Planning Commission recommendation to the City Council for distribution of the Plan to adjacent governmental jurisdictions, special taxing districts and school districts. Mr. Trudgeon advised that Economic Development Associate Jamie Radel would present information on the process to-date, the work of the Steering Committee, and specific chapters within the actual Comprehensive Plan. Mr. Trudgeon advised that then he would review specific and remaining issues of the Steering Committee that did not get consensus, having received only majority support.

Mr. Trudgeon reviewed State Statute requirements for review by the eight (8) adjacent municipalities as well as the City of Roseville's review of their Plans. Mr. Trudgeon referenced the aggressive timeframe detailed on page 5 of the staff report, and anticipated additional Public Hearing at the December 3, 2008 Planning Commission meeting, and City Council public comment and approval of the plan.

Economic Development Associate Jamie Radel

Ms. Radel briefly reviewed the process to-date as detailed in the staff report, including hiring of Hoisington Koegler Group Inc. (HKGI) by the City Council in September of 2007 as consultant to facilitate this process; appointment of the Steering Committee; public participation opportunities; review by City Advisory Commissions and the Housing and Redevelopment Authority (HRA); and periodic Planning Commission and City Council updates throughout the process.

Ms. Radel noted that the thirteen (13) member Steering Committee had held fourteen (14) meetings; held two (2) Open Houses (one in March of 2008 with 70-80 in attendance, and another in August of 2008 with 25-30 in attendance, many of whom were Committee members, staff and consultants).

Ms. Radel noted that the plan consisted of eleven (11) chapters, and included a future land use map; goals and policies; and proposed future land use designations. Ms. Radel noted that the staff report detailed each of the eleven chapters by description, of content and Steering Committee action, and included approval and/or majority/minority support of those chapters, with the "Land Use" and "Using the Plan" chapters specifically lacking consensus.

Mr. Trudgeon noted that the Steering Committee process had provided consensus through discussion and compromise for the majority of the Plan; however, advised that there were three remaining issues pending consensus:

- The role of master plans within the Plan and how they would be utilized;
- The definition of the Community Business future land use category and limitation of their footprints at 100,000 square feet; and
- The future land use designation of the Har Mar Mall and SuperTarget (currently designated "Regional Business" with proposal to revise to "Community Business.")

Community Business

Mr. Trudgeon reviewed page 4-7 and 4-8 of the Comprehensive Plan and differentiations between Regional Business (RB) and Community Business (CB) land use designations; noting that the Steering Committee had voted 7/6 on several proposed amendments to the language and whether to limit building footprints to 100,000 square feet.

Har/Mar and Target Land Use Designations

Mr. Trudgeon noted that the Committee voted 8/5 to change the proposed land use designation for the HarMar and Target sites from Community Business to Regional Business.

Master Plans

Mr. Trudgeon reviewed outstanding issues related to future Master Plans; three (3) proposed options or policies as detailed on page 3 of the staff report.

Mr. Trudgeon noted, as part of the staff report, and identified as Attachment C, non-legal comments dated September 15, 2008, from City Attorney Jay Squires and his investigation of Master Plans and whether they should be adopted by reference into the City's Comprehensive Plan, based on definitions of Minnesota Statute 462.352, and recommendations that the City Council needs to determine the proper use of Master Plans. Mr. Trudgeon concurred with City Attorney Squires' conclusion that inclusion of master plans in the Comprehensive Plan results in greater limits on specific development proposals that may arise, and that they may restrict the marketplace-driven development and/or redevelopment. Mr. Trudgeon opined that this decision – either way – would not be easy to determine, but that it needed to be done, and the decision needed to be explicit.

Discussion ensued on the ramifications if the City did not meet the December 31, 2008 submittal deadline to the Metropolitan Council, based on these few outstanding items. Mr. Trudgeon advised that the City could still make application, but would no longer be eligible to receive Livable Communities grant funds through the Metropolitan Council; and noted that the City may be best advised to apply for an extension even if it was later determined that it was not needed.

Further discussion included the steps and process necessary, following approval of the Comprehensive Plan by the Metropolitan Council, to put City Codes and controls (i.e., zoning ordinances and land use designations) in place (9 month timeframe).

Further discussion included implementation strategies in the "Using the Plan" Chapter, with staff noting that they would further refine that chapter to ensure all consensus comments of the Steering Committee were included before City Council review; submission of further typographical and/or grammatical corrections by individual Commissioners to staff for inclusion in the final DRAFT document; management of adjacent jurisdiction's review timeframes to encourage their quick response times; and those areas of interest to those jurisdictions (i.e., jointly shared corridors and road connections).

Additional discussion included more user-friendly document represented in the update than the previous plan; with Commissioners thanking staff and the consultants in their efforts to refine and streamline the Plan.

Chair Bakeman recessed the meeting at approximately 8:13 p.m. and reconvened at approximately 8:23 p.m.

Public Comment

Chair Bakeman briefly reviewed the process for the Public hearing and requested cooperation of those present.

Various written comments had been received by staff and were included in the project report dated October 1, 2008.

Additional written comments received by staff following preparation and distribution of the project report were provided as bench handouts, and are ***attached hereto and made a part thereof***. Those documents are as follows:

September 24, 2008 Minority Report containing two (2) recommendations, regarding "Classification of Target and HarMar sites as Regional Business" land use designation, and "Master Plans as part of the Comprehensive Plan;" and submitted/signed by Steering Committee members Karen Schaffer; Steve Burwell; Gary Grefenberg; Amy Ihlan; and Dan Roe (in support of recommendation #1 only):

1) Preserve the neighborhoods of central Roseville and designate the Target and Har Mar Sites as guided for "Community Business;" and

2) Include all or part of the current and future land use master plans prepared by the City in the Comprehensive Plan.

September 30, 2008 Minority Report #2 offering additional resolution of the above-referenced issues; and including recommendation from the minority for deletion of the proposed current description for "Community Business (CB)" and replacement with language as recommended in this document; and submitted/signed by Steering Committee members Steve Burwell; James DeBenedet; Gary Grefenberg; Dan Roe; Al Sands; Karen Schaffer; and Amy Ihlan(?).

- **September 29, 2008 e-mail and follow-up e-mail dated the same date from Mark Rancone, Roseville Properties**, related to attaching master Plans and super majority vote of the City Council, and recommended removal of the square footage requirement from the Community Mixed Use land use category.
- **October 1, 2008 e-mail from Har Mar neighbors Alan Mahler and Donna-Marie Boulay, 18 Mid Oaks Lane** requesting Har Mar Shopping Center remaining a "Community Business" land use designation.

Chair Bakeman noted that Commissioner Doherty would serve as official timekeeper for public comment on this item; and asked that each speaker keep their comments to three (3) minutes per person; and noted that once everyone wishing to do so had been given an opportunity to speak, additional rebuttal or comments from previous speakers would be entertained.

Karen Schaffer, Steering Committee Member, 2100 Fairview Avenue N

Ms. Schaffer expressed her appreciation in serving on the Steering Committee, opining that there were many excellent parts in the draft plan, and advised that she didn't want to denigrate those sections. However, Ms. Schaffer reviewed written comments and the Steering Committee minority position, and their recommendation #1 related to Target and HarMar Land Use designations as "Community Business (CB)." Ms. Schaffer expressed disappointment that this item did not retain consensus due to time constraints, and her perceptions of misrepresentation by and opinion of the consultant

Ms. Schaffer advised that she would address minority position #2 related to Community Business Land Use Description in later comments, if time allowed; and recommended that the language detailed in their written comments dated September 30, 2008, as above-referenced, replace those currently in the draft Plan language.

Joseph Kasak, 1427 W Eldridge Avenue, (5 houses east of HarMar parking lot)

Mr. Kasak spoke in opposition of the HarMar site designation as "Regional Business;" and strongly supported the minority opinion, opining that the integrity of the community and residential properties surrounding HarMar were at stake, expressing further concern with present management of the facility and potential impacts to the neighborhood. Mr. Kasak further opined that, with Rosedale close by, there was no need to designate HarMar as a regional destination.

John Goedeke, 104 Larpenteur Avenue, Steering Committee member, 1021 Larpenteur Avenue

Mr. Goedeke expressed his ongoing frustration with designation of commercial properties and questioned the need for separate designations that would deter current and future businesses in their development.

Mr. Goedeke further opined that he supported Master Plans; however, spoke in support of their separation from the Comprehensive Plan, based on requirements of a super majority vote, in order to allow the City to do its business.

Mr. Goedeke spoke in support of limiting footprints to 100,000 square feet; opining that due to land shortages in Roseville, the future was to build up.

Rick Poeschl, 1602 N Ridgewood Lane (across street from HarMar for 38 years)

Mr. Poeschl concurred with comments of Ms. Schaffer; speaking in opposition to "Regional Business" designation in the HarMar and Target areas. Mr. Poeschl spoke to the increasing traffic and congestion through his many years as a resident in that area.

Mr. Poeschl, on an unrelated note, concurred with Commissioner Boerigter and his position in opposition to a parking ramp in Roseville.

David Boss, 1985 Snelling N

Mr. Boss expressed concern if HarMar were to expand further, noting the current stacking of vehicles on Snelling in that area, even with recent street improvements; and issues with the configuration of that intersection and traffic flow into and from the fast food establishments. Mr. Boss opined that the more you develop, the more residents get pushed out.

Tam McGehee, 77 Mid Oaks Lane

Ms. McGehee concurred with the comments and position addressed by Ms. Schaffer; opining that a 100,000 square foot footprint limit did not preclude building up; further opining that smaller businesses (i.e., Byerly's, the new Rainbow, and Barns & Noble) served the community, as well as the region; noting that the new owners at HarMar had forced out many smaller businesses in the community, and further opined that people liked the smaller formats.

Ms. McGehee opined that when she attended the first Open House, she was impressed with the definition for "Community Business;" however, advised that she could not support the current language; and questioned the process and this changed outcome.

Ms. McGehee noted her involvement in the Friends of Twin Lakes lawsuit; clarifying that it had been based on the AUAR, not the Comprehensive Plan, nor the Twin Lakes Master Plan. Ms. McGehee suggested another compromise in defining the dollar figure for staff and consultant time in creating a Master Plan at \$50,000 of public monies. Ms. McGehee questioned the integrity of a simple majority vote for Master Plans.

Linda Pribyl, 1637 Ridgewood

Ms. Pribyl expressed concern, in considering "Regional Business" designations that they be attractive and more upscale. Ms. Pribyl opined that homeowners pay taxes; as well as commercial properties, and opined that the current commercial opportunities were sufficient; however if further businesses were considered, or if HarMar were to be razed, that the City consider a model similar to the City of Edina.

Ms. Pribyl opined that the "white wall" put up by MnDOT was offensive, in addition to the new roadway being extremely rough.

Ann Berry, 1059 Woodhill Drive

Ms. Berry, as a 46 year resident in her home, reviewed the enormous changes in Roseville during that time, and invoked the name of former City Planner Howard Dahlgren and his years of devotion to the City and the common good through his good design and respect for all people in the planning process. Ms. Berry noted that she had served with Mr. Dahlgren when she was on the Planning Commission and when Twin Lakes Parkway was first proposed, opining that it was an appropriate beginning for development in that area. Ms. Berry reiterated that part of Mr. Dahlgren's value to the City was his respect for all people in the process; and Ms. Berry encouraged everyone to keep his model in mind.

Ms. Berry urged the Steering Committee, the Planning Commission and City Council to view the Comprehensive Plan as a guide to future development in the City; and to guard against including numerous specificities (i.e., Master Plans) to allow details to change as land develops. Ms. Berry opined that the Comprehensive Plan was a guide and should be viewed that way, without specifically defining types or sizes for retail or the amount or type of housing, to allow the City as much flexibility as possible in future planning and projects. Ms. Berry further opined that retailers paid a substantial amount of the City's tax base, and that they didn't only serve the community, but the region with their retail facilities.

Dan Regan, County Road C Properties, (representing family businesses and commercial partnerships along County Road C (for over three decades))

Mr. Regan encouraged the Commission and City Council to take land use designation, specifically along County Road C, on a case by case basis, specifically regarding the 100,000 square foot restriction. Mr. Regan opined that he had no desire for "big box retail" in Roseville, and further opined that the Twin Lakes residential neighborhoods had voiced that same opinion for years. Mr. Regan cautioned that, by using the 100,000 square foot language, the City would be limiting itself to corporate campuses or similar opportunities, and that it would stall development and create a timeline far into the future, based on simple demand and absorption.

Mark Rancone, 2575 N Fairview #250 (representing Roseville Properties and other Twin Lakes landowners), written comments referenced above

Mr. Rancone provided his perception of the Friends of Twin Lakes v. City of Roseville Court of Appeals ruling. Mr. Rancone recognized concerns of residential properties owners around HarMar and Target; however, opined that Twin Lakes was a different area, and that there was a limited neighborhood attached to that development area. Mr. Rancone noted that the City had experienced much discussion and various cycles about options for redevelopment of the Twin Lakes area; however, noted the current market place and economics, and opined that the City should not be too restrictive; and spoke in opposition to including a 100,000 square foot restriction, and specific to areas adjacent to parcels in Twin Lakes.

Ms. Haden Bowie, 565 Sandhurst Drive W, Apt. #308 (renter at Dale Avenue and Hwy. 36)

Ms. Bowie spoke in support of the overall Comprehensive Plan; asking that the City consider as many bike lanes and pedestrian-friendly walkways as possible to make the community walkable. Ms. Bowie expressed her appreciation for the many parks and amenities in the community; however, noted the infestation of Buckthorn and offered her assistance in eradicating it.

Dan Roe, 2100 Avon Street N, Steering Committee and City Councilmember, speaking on behalf of Steering Committee member Jim DeBenedet, who was unable to attend tonight's meeting; and speaking for six (6) – now seven (7) signatories in the minority report, now having become the majority report of the Steering Committee

Mr. Roe addressed the written report, previously referenced, and spoke in support of the minority consensus for land use map designation for Target and HarMar to be changed to "Community Business," and defined as recommended in the minority report dated September 30, 2008.

Gary Grefenberg, 91 Mid Oaks Lane, Steering Committee

Mr. Grefenberg offered his perception of "last minute changes" to portions of the Draft Comprehensive Plan and his frustration, specifically related to HarMar and Target land use designations to "Regional Business." Mr. Grefenberg, in his service on the *Imagine Roseville 2025* Community Visioning process, opined that he didn't hear any argument for more retail in Roseville. Mr. Grefenberg noted the location of HarMar to two (2) residential neighborhoods; their current vacancy rate; and current corporate management and their business plan. Mr. Grefenberg noted that two (2) others on the Steering Committee had reconsidered their original positions.

Mr. Grefenberg stated that "he would not allow you to continue to lower my property values so some living by the lakes can have their property taxes lowered."

Mary Poeschl, 1602 N Ridgewood Lane

Ms. Poeschl spoke in strong opposition to changing HarMar into a regional shopping center.

Ms. Poeschl spoke in opposition to the recently installed concrete barriers, opining that they looked like a "war zone" and should be removed; and further opined that the boulevards on Snelling Avenue were despicable, and that the City should take action to improve their appearance.

Public Comment - Second Opportunity

John Goedeke

Mr. Goedeke concurred with the comments of Ms. Berry related to Mr. Dahlgren. Mr. Goedeke advised that he had been involved with the Comprehensive Plan on three (3) different levels: formulation of the original Plan with Mr. Dahlgren, working through the Plan on the City Council level, and now in updating this plan. Mr. Goedeke opined that tonight's comments provided impetus to his concerns regarding different business level designations. Mr. Goedeke further opined that he agreed with the need to control what developed in a neighborhood, and appreciate public comments; however, expressed his concern in re-designating HarMar and Target to "Community Business," was in creating their non-compliance. Mr. Goedeke encouraged serious thought about the future of Roseville, avoiding potential litigious situations, and allowing businesses to work within the community without onerous restrictions.

Tam McGehee

Ms. McGehee opined that the perception that commercial business in the community was a big boon to the City's tax base, and disputed that opinion by providing calculations of the tax base and allocation of

tax dollars across the metropolitan area. Ms. McGehee further opined that the City's residents absorbed the bills, and experienced a higher tax base accordingly.

Ms. McGehee spoke in support to the written comments read by Mr. Roe related to "Community Business (CB)" land use description revised language.

Ms. McGehee spoke in support of planning for the future to make the community livable for its residents, but not a great feast for developers.

Karen Schaffer

Ms. Schaffer addressed the second portion of the minority report dated September 24, 2008 related to Master Plans as part of the Comprehensive Plan; and spoke in support of including all or part of the current and future land use master plans prepared by the City in the Comprehensive Plan, as detailed in those written comments.

Chair Bakeman closed the Public Hearing at approximately 9:16 p.m.

Discussion

Chair Bakeman addressed several comments.

Concrete barriers on Snelling

Chair Bakeman recognized public comments related to recent improvements and installation of the barrier wall along Snelling Avenue by MnDOT; and advised that the City had not been notified and was without recourse in this situation.

Commissioner Gottfried, as an employee of MnDOT, encouraged public comment via the MnDOT website directly to that specific project manager in order to hear MnDOT's rationale for their installation.

Public Comment related to making the City more pedestrian and bicycle friendly

Chair Bakeman advised that, throughout the Comprehensive Plan Update, there were numerous and consistent notations to encourage making the City more walkable, including access and connections for multi-family and single-family residences.

Park System

Chair Bakeman noted that the City's Parks and Recreation Department held periodic Buckthorn eradication opportunities, and encouraged residents to volunteer with the department to provide assistance.

Commissioner Doherty, as a member of the Steering Committee as well as Chair Bakeman, reiterated that the group had worked very hard to incorporate walking and bicycle pathways throughout the entire document.

Implications that the 100,000-square-foot language had been incorporated at the "last minute"

Chair Bakeman responded to allegations that the 100,000-square-foot provision had been an "eleventh hour" addition; and encouraged Steering Committee members, as well as members of the public, to review meeting minutes and discussions throughout the process. Chair Bakeman concurred that, while discussions were held throughout, there was not early consensus, thus causing this topic of conversation to be left until the final meeting, at which time a vote was taken.

Chair Bakeman noted that Mr. Roe appeared to be indicating, from the audience, his agreement with her perception of meeting discussions and the process.

Commissioner Doherty, also serving on the Steering Committee, concurred with Chair Bakeman's comments; noting that decisions on difficult issues were delayed until the final meeting, with no alternative available other than seek majority approval, absent consensus.

Traffic Issues

Chair Bakeman noted that, always evident in the minds of everyone serving on the Steering Committee, was the City's position as a first-ring suburb, and continuing development north of Roseville that impacts the City. Chair Bakeman opined that, as long as land remained less expensive in suburbs or areas north of Roseville, there would continue to be further traffic congestion forced upon and impacting the City's residents, infrastructure and traffic patterns, as people commuted to either downtown St. Paul or Minneapolis.

Chair Bakeman used Snelling Avenue as a prime example, as it was exceeding capacity. Chair Bakeman advised that the Steering Committee had attempted to build into the Comprehensive Plan increased opportunities and relationships with MnDOT, Ramsey County and other communities in addressing traffic issues cooperatively and make improvements. Chair Bakeman noted the improvements made at County Road B and Snelling Avenue when Target was redeveloped, and cost-sharing by various entities, as well as the developer. Chair Bakeman noted that similar cost allocations would be borne by developers adjacent to Twin Lakes Parkway for infrastructure and roadway construction and/or improvements (i.e., park and ride facility by Metro Transit).

Chair Bakeman advised that the Comprehensive Plan provides a great deal of guidance in considering alternative travel modes; and assured citizens that the Steering Committee attempted to take their concerns into consideration.

Commissioner Doherty concurred with Chair Bakeman's comments; and noted that most of the items addressed in the Comprehensive Plan achieved consensus after productive discussion; however, noted that those few items not achieving consensus were now before the Commission as detailed in staff's report on page 3:

- The role of master plans within the plan;
- The definition of the Community Business future land use category; and
- The future land use designation of the HarMar Mall and SuperTarget.

Section 11-5, Master Plan Discussion

Chair Bakeman noted Steering Committee votes as detailed on page 3 of the staff report related to existing master plans, the Twin Lakes' master plan, and future plans, as indicated.

Discussion included engaging policy makers (City Council) in determining on a case-by-case basis whether existing master plans should be included in the Comprehensive Plan Update, based on their current relevancy; discussion of language and its intent in Item 1 of page 11-5 under the section entitled, "Relationship Between master Plans and the Comprehensive Plan" and demonstrated in language on page 4-22, section entitled, "Future Land Use Plan;" potential deviation since it was a "tool;" master plans versus zoning codes; the illustrative and visionary nature of the Comprehensive Plan versus a master plan creating specific discussion of a geographical area; and the need for clarity and how that clarity could be achieved.

Further discussion included Twin Lakes master plan as an example; creation of a new zoning district (B-6) specifically designed for that area's redevelopment (i.e., streets and a transportation plan with relievers off County Road C and discussion with MnDOT in relationship to I-35W, and City construction of Terrace Road with a median as part of a future Twin Lakes Parkway); and their eventual implementation.

Additional discussion included timing for determining how to address existing and future master plans; their impact to development in specific areas; whether to delay addressing master plans as part of the Comprehensive Plan Update and provide them as amendments at a later date if it is determined that they should be included or referenced in the Plan; purpose of master plans as a guide and their legal affects; super majority vote for amendment to the Comprehensive Plan and implications for master plans and their subsequent value in only requiring a simple majority vote if not incorporated into the Comprehensive Plan, and remaining stand alone guides; and recognition that the Comprehensive Plan does not include zoning ordinances, but provides an overview, with zoning ordinances providing controls or allowing for implementation of the broader policies outlined in the Comprehensive Plan.

Discussion ensued regarding intent and clarity of language on page 11-5, subd. 1; whether the language should define master plans as a "guide" rather than a "tool;" and whether there was consensus among Planning Commissioners that incorporating master plans into the Comprehensive Plan was not a good idea, when its purpose was to provide "ideals," or nonbinding ideas.

Commissioner Boerigter opined that the City Council should have a clear timetable on what the City's intent is for each and every existing master plan, to provide clarity for neighbors, citizens and the Metropolitan Council as to what the master plans meant. Commissioner Boerigter encouraged Commissioners to be clear, and if existing master plans were intended to be nonbinding, without further

action of the City Council, then there should be no question that, based on a 4/5 vote, the City Council has decided that every existing master plan is nothing more than a nonbinding guide for development.

Commissioner Gottfried opined that the Commission needed to determine the value of master plans, and to make that value and their intent very clear in the Comprehensive Plan, one way or another.

Commissioner Doherty opined that, while not saying master plans didn't have value, they should be identified as nonbinding without specific action of the City Council by simple majority vote.

Chair Bakeman opined that the master plans must be in concert with the Comprehensive Plan, and any pieces that don't agree would need to change, either in the Comprehensive Plan or a master plan.

By consensus, Commissioners approved adding a statement to recommended additional language on page 3 of the staff report, Section 11. entitled, "Using the Plan," for master plans adopted prior to 2009, as follows:

"These master plans are not addressed as part of the Comprehensive Plan without further action by the City Council."

Further discussion included avoiding the Comprehensive Plan becoming a work plan, and to include implementation strategies that the City Council will use to determine a review process for master plans; and recommendations of City Attorney Squires in his comments included in the staff report.

MOTION

Member Bakeman moved, seconded by Member Gottfried to add additional language to Implementation Strategies, page 11-3 entitled, "Using the Plan," as follows:

- ***"The City Council will establish a plan to address the issue of master plans adopted prior to 2009; and these pre-2009 master plans are not addressed as part of the Comprehensive Plan without further action of the City Council."***
- ***Provide clarification of relationships between master plans and the Comprehensive Plan in the "official controls" section of the Comprehensive Plan, indicating that official controls are consistent with Comprehensive Plan amendments, effectively creating a timetable.***

Ayes: 6

Nays: 0

Motion carried.

MOTION

Member Bakeman moved, seconded by Member Gottfried to incorporate language as recommended by the City Attorney in Section 2.5 of the staff report (page 4) clarifying the role of master plans in relation to Comprehensive Plans, with specific revisions included on page 4-4, Policy 13.2 and page 4-21/22, District 10 Future Land Use Plan of the Comprehensive Plan update.

Ayes: 6

Nays: 0

Motion carried.

Section 4-8, HarMar/100,000-square-foot and/or definitions

Discussion included consensus preference to remove the 100,000-square-foot threshold reference in its entirety to avoid being too restrictive; current identification and operation as regional business of HarMar Mall and Target, not simply community-based; business turnovers and economic realities; neighborhood concerns with traffic; advantages of the PUD Public Hearing process; potential for transitional design standards or screenings between commercial and residential areas; and zoning code amendments to address pedestrian and walking paths in those areas.

Commissioner Boerigter noted that Roseville was facing a huge issue in making the community more pedestrian friendly, when no one wanted sidewalks or to pay for them, as evidenced in past discussions.

Chair Bakeman concurred with Commissioner Boerigter's observations.

Commissioner Gottfried suggested that language, as previously suggested by Commissioner Wozniak, be incorporated into each section of the Comprehensive Plan, to encourage pedestrian and bicycle access whenever possible.

Chair Bakeman opined that this could be added to all definitions.

Ms. Radel advised that, in Land Use Policies for each District, reference had been included for walkability, multiple transportation modes, and recommended that language at a policy level, rather than in the land use level. Commissioners concurred.

Further discussion included transitional elements to neighborhoods; and building scale versus footprint alone.

Chair Bakeman suggested that the former State Farm site, on Highway 36, be changed from “Community Business,” to “Regional Business,” on the map. Commissioners concurred, and further suggested Macy’s Home Store, and the Funeral Home in that same area.

MOTION

Member Bakeman moved, seconded by Member Doherty to affirm the Target and HarMar sites as “Regional Business” designation.

Ayes: 6

Nays: 0

Motion carried.

MOTION

Member Bakeman moved, seconded by Member Boerigter to designate the old State Farm Site (currently National American University and Department of Education), the Macy’s Home Store site, the Funeral Home site, and the Vault Company, as “Office Use.”

Ayes: 6

Nays: 0

Motion carried.

MOTION

Member Bakeman moved, seconded by Member Doherty to revise language in Section 4-28, District 14, Land Use Issues, first paragraph, last sentence, to read as follows:

- **“The Comprehensive Plan encourages changes towards a sustainable commercial district based on retail and service businesses[.] [~~of a community scale.~~.]”**

Ayes: 6

Nays: 0

Motion carried.

MOTION

Member Bakeman moved, seconded by Member Gottfried, that definitions and any references in Section 4-7 and/or Section 4-8, “Regional Business (RB),” and “Community Business CB),” for building footprints (i.e., 100,000 square feet) be deleted.

Ayes: 6

Nays: 0

Motion carried.

MOTION

Member Bakeman moved, seconded by Member Gottfried, that language in Section 4-8, “Neighborhood Business (NB)” be revised to delete reference to building height, and language added as follows:

- ***“Buildings shall be scaled appropriate to surrounding neighborhoods.”***

Ayes: 6
Nays: 0
Motion carried.

District 10, Twin Lakes District and perimeter areas, Section 4-21/22

(Request of Mr. Rancone, via e-mail September 29, 2008, for re-designation of land parcels in the Twin Lakes area along Cleveland Avenue and County Road C to "Regional," or "Community Mixed Use" designation) and public comments by Mr. Regan related to similar concerns.

Chair Bakeman specifically asked Mr. Rancone and Mr. Regan for comment, following elimination of the 100,000 square-foot-designation.

Mark Regan

Mr. Regan opined that elimination of that restriction helped, but further opined that the "Regional" designation provided more opportunity beyond "Community" use. Mr. Regan opined that, if the Commission justified HarMar and Target as regional, it would seem that, due to their relationship to I-35W, those Twin Lakes' perimeter parcels would seem to be equally regional in nature.

Commissioner Boerigter clarified that the 100,000-square-foot requirement never applied to "Office" designation, and that "Regional" only related to retail use by definition, thus there would be no impact to office uses.

Mark Rancone

Mr. Rancone opined that the "Regional" definition was the broader choice of the two.

Commissioner Boerigter opined that the multi-story office shouldn't be included in the definition, based on provision of goods and services, as it didn't appear compatible.

Chair Bakeman opined that a better argument was in the last sentence of Section 4-8, with Twin Lakes fitting the "Regional Business" designation.

Chair Bakeman reopened the Public Hearing at this time: approximately 10:53 p.m.

Discussion included intent of the Steering Committee.

Chair Bakeman referenced District 9, Section 4-19 and the area west of Rosedale, and potential uses by definition as offices, rather than actual retail businesses, with the Steering Committee intending to have a broader application.

Discussion ensued on uses and intents for regional versus institutional or community uses; and differences in business park and office uses.

Chair Bakeman closed the Public Hearing at 11:00 p.m.

Mr. Trudgeon spoke to the Steering Committee's intent in providing the "Mixed Use" designation, rather than "Community Mixed" or other segregated uses, to allow for more flexibility with the Twin Lakes master plan on a general basis, while accommodating that flexibility and variety for future development. Mr. Trudgeon noted that there was some objection to the 100,000 square foot restriction, but opined that with elimination of that restriction, it may become a moot point.

Commissioner Doherty concurred with Mr. Trudgeon's observations.

MOTION

Member Bakeman moved, seconded by Member Doherty, to delete Policy 5.3 from page Section 4-3 (Land Use Chapter) as it was redundant with Policy 5.4.

Ayes: 6
Nays: 0
Motion carried.

MOTION

Member Doherty moved, seconded by Member Wozniak, Section 4-2, Goal 1 under "General Land Use Goals and Policies;" to simplify language as follows:

- ***“Goal 1: Maintain and improve Roseville as an attractive place to live, work, and play by promoting sustainable land use patterns, land use changes, and new developments that contribute to the preservation and enhancement of the community’s vitality and sense of identity[.] [~~as well as the creation of community gathering places.~~]*”**

Ayes: 6

Nays: 0

Motion carried.

MOTION

Member Bakeman moved, seconded by Member Boerigter, to delete Policy 3.4 from Goal 3 of Section 9-4, “Parks, Open Space, and Recreation.”

Ayes: 6

Nays: 0

Motion carried.

MOTION

Member Bakeman moved, seconded by Member Doherty, to delete Policy 4.4 of Goal 4, Section 9-4, due to redundancy.

Ayes: 6

Nays: 0

Motion carried.

Section 4-2, Land Use Policy, Goal 1, Policy 1.7

Mr. Trudgeon advised that inappropriate signage would be addressed through the City's sign ordinance.

No action taken.

MOTION

Member Wozniak moved, seconded by Member Boerigter to RECOMMEND deletion of the entire paragraph, Section 5-25, as it was repetitive of Metropolitan Council projections previously addressed in Section 4-26.

Ayes: 6

Nays: 0

Motion carried.

Technical Corrections (approved by consensus):

- **Section 5-27, Update I-35W Bridge Completion Date**
- **References to Trunk Highway 36, where it traverses County Roads B and B-2, add that it traverses Larpenteur Avenue as well.**
- **Section 8-8, second paragraph, “Household Hazardous Waste,” add language to read: “waste collection and disposal funded by the county environmental charge...” and delete, “... by water management service charge which is collected by property taxes and...”**
- **Section 10-8, Item G, regarding “foundation drain disconnection,” correct sentence to read more appropriately.**

MOTION

Member Bakeman moved, seconded by Member Doherty to RECOMMEND that the City Council authorize distribution of the draft 2030 Roseville Comprehensive Plan to adjacent governmental jurisdictions, special districts, and school districts; as amended in the staff report, Section 4.0, dated October 1, 2008; as amended by the above noted actions.

Ayes: 6

Nays: 0

Motion carried.

MOTION

Member Bakeman moved, seconded by Member Gottfried to CONTINUE Project File 0004 to the December 2008 meeting.

Ayes: 6

Nays: 0

Motion carried.

Extract of the October 13, 2008, Roseville City Council Meeting Minutes

Distribution of Draft 2030 Comprehensive Plan to Adjacent Jurisdictions (PROJ-0004)

Community Development Director Patrick Trudgeon provided a brief overview of this community-based Comprehensive Plan Update process; work of the citizen Steering Committee and Planning Commission; and emphasized the transparency of the process, as detailed in the Request for Council Action dated October 13, 2008. Mr. Trudgeon advised that tonight was not the final decision point; however, noted that the City Council's requested action was to authorize distribution of the draft 2030 Roseville Comprehensive Plan to adjacent governmental jurisdictions, special districts, and school districts. Mr. Trudgeon advised Councilmembers that staff had made contact with the appropriate contact people, specifically in the City's of Minneapolis and St. Paul, to ensure that their review and turn-around would be expeditious, and reviewed the aggressive timeframe for the review process, prior to final revisions as appropriate and final submission to the Metropolitan Council by December 31, 2008. Mr. Trudgeon advised that, if necessary the City would request an extension from the Metropolitan Council, by November 1, 2008, and in order to avoid any sanctions from the Metropolitan Council.

Mr. Trudgeon noted, as detailed in the report, that the majority of the Plan had achieved consensus from the Steering Committee; however, noted that several issues throughout the process had not received strong consensus. Those issues were:

- The role of master plans within the Plan;
- The definition of the Community Business future land use category; and
- The future land use designation of the HarMar Mall and Super Target.

Councilmember Roe questioned procedural action for tonight, and whether a super majority vote was required to authorize distribution.

Mr. Trudgeon advised that there was nothing indicated in State Statute that would require a super-majority vote, and opined that tonight's requested action would need a simple majority vote.

Councilmember Roe opined that it would be beneficial to try to achieve super-majority support for this draft to ensure that the remaining process proceeded more smoothly.

Councilmember Ihlan noted Mr. Trudgeon's mention that the process had been citizen-oriented, open, public and transparent; however, she opined that the draft currently before the City Council was substantially different on several key points from that shown to the public at the last Open House held on August 27, 2008; and that this draft included changes made after that meeting, and at the last minute by a majority of the Steering Committee and the Planning Commission. Councilmember Ihlan expressed concern that the City Council needed to provide for additional public input, noting the numerous e-mails presented by staff as a bench handout tonight. Councilmember Ihlan advised that she had also received a substantial number of phone calls and personal e-mails, specifically regarding retail development concerns of the public. Councilmember Ihlan questioned why the City Council was considering passing along this draft

of the Plan with only a 3/2 vote, when the final Comprehensive Plan would require a super majority vote.

Councilmember Ihlan expressed further concern regarding the draft's substance and content; and opined that she needed to hear more from the public on those items that had been changed at the last minute; further opining that no one knows about the changes, and that the process had not been open and transparent.

Councilmember Ihlan further addressed the proposed timeframe for adoption by the City Council, following the proposed December 15, 2008 Public Hearing; opining that if that were to happen, it would be prior to having a new City Council elected and in place. Councilmember Ihlan noted that there had been substantial discussion at the time of the City Council appointment of Councilmember Willmus, and assumptions that approval of the Comprehensive Plan Update would not occur before 2009, and not while a non-elected City Councilmember could potentially cast a deciding vote. Councilmember Ihlan opined that, if the City were to request an extension at this time, it would take decision-making off the table and alleviate another concern in approval prior to the 2009 City Council being in place.

Councilmember Ihlan noted that there were a number of people in the audience tonight that wished to be heard; and asked that the City Council allow time for their comment.

Mayor Klausing noted those in the audience, and advised that it was his intent, as had been past practice, to hear public comment tonight. Mayor Klausing noted that many had also provided their comment at previous opportunities for public comment, at the Open Houses, Steering Committee meetings, and at the Planning Commission's formal Public Hearing. Mayor Klausing suggested that Councilmember Ihlan's concerns in passing the draft on for distribution with a 3-2 vote may prove premature until a motion was on the table and a vote taken. Mayor Klausing noted that he had also received numerous calls and e-mails, almost exclusively related to the anonymous flyer distributed in the HarMar neighborhood; and opined that the flyer, a copy of which had just been provided to him by City Manager Malinen, appeared to contain substantial misinformation; however, he advised that he would reserve judgment until he'd read it more thoroughly.

Councilmember Willmus addressed the accountability question brought forth by Councilmember Ihlan. Councilmember Willmus advised that to-date, he'd had contact with approximately 26 citizens, and that he had responded to each one; with a number seeking follow-up with him after his initial reply to them. Councilmember Willmus advised that the majority of his conversations and public concerns pertained to the HarMar site; and he noted that, citizens became more positive when they understood the actual size of HarMar and proposed language of the Comprehensive Plan and the Community Business land use definition. Councilmember Willmus noted that, upon citizen review of the flyer and its rather inflammatory statement, "Do we want another major mall in Roseville?" that it had precipitated a lot of citizen contact. Councilmember Willmus opined that, once people had a chance to understand the process, they appeared to feel better about the draft Plan.

Councilmember Willmus took personal exception to being accountable; and opined that his situation was no different than that of Councilmember Ihlan in 2004 when she was initially appointed to the City Council, prior to her subsequent election. Councilmember Willmus questioned if that invalidated actions taken by Councilmember Ihlan on several items in 2004 during her appointment period. Councilmember Willmus referenced an e-mail received from Tam McGehee, and further questioned if he decided to run a write-in campaign, whether that validated his votes during his appointment. Councilmember Willmus advised that he tried to be accountable to citizens, and he took exception with implications otherwise.

Councilmember Ihlan assured Councilmember Willmus that her comments were not aimed at him, but rather based on structural considerations and based on a matter of policy. Councilmember Ihlan opined that it did matter whether someone was running for election or re-election, and that it gave voters an opportunity to pass judgment on how they wanted to be represented. Councilmember Ihlan further opined that the Comprehensive Plan would govern a number of future decisions, and would reflect the community vision into 2030; and would or should serve as a crucial matter in the upcoming election campaign, particularly with retail development. Councilmember Ihlan opined that it was crucial that the Comprehensive Plan be approved by a City Council fully-elected by the people. Councilmember Ihlan noted that former City Councilmember Tom Kough had been concerned with the appointment process to fulfill his term, based precisely on issues such as this; and not how Mr. Willmus approaches or discusses issues with people, but strictly on a policy issue.

Mayor Klausing opened the meeting to public comment at this time.

Public Comment

A bench handout was provided by staff, consisting of numerous e-mails and written comment received to-date and related to this item.

Joseph Kasak, 1427 W Eldridge Avenue (5 houses east of HarMar parking lot)

Mr. Kasak spoke in opposition to HarMar being designated as “Regional Business,” and opined that the action taken by the Planning Commission at their October 1, 2008 meeting was against the people of Roseville, when they voted unanimously for Regional Business designation. Mr. Kasak took issue specifically with comments of Commissioner Daniel Boerigter, who appeared to steer other members to his way of thinking, and suggested that Commissioner Boerigter appeared to be a viable proponent of the New York ownership contingent for HarMar Mall, specifically when he suggested a two-story Costco store or other big box retailer for the site. Mr. Kasak opined that Roseville did not have demographics that would support two malls within such a close proximity; and addressed the many changes seen in the HarMar neighborhood during his tenure there. Mr. Kasak further opined that the congestion on Snelling Avenue was bad enough, and that the original intent of HarMar Mall in serving the community, not the region, should be maintained.

Mayor Klausing clarified, in light of the comments of the anonymous flyer and other comments received, that no one on the City Council, to his knowledge, was advocating for another

Rosedale for the HarMar Mall neighborhood; and personally opined that the Comprehensive Plan did not indicate that as a desirable goal either. Mayor Klausing further clarified that the current land use designation of HarMar Mall was that of “Shopping Center District,” and that there was no current designation for any “Community Business” or “Regional Business” land use designations, including that of HarMar Mall in the existing Comprehensive Plan. Mayor Klausing advised that the intent of the proposed draft Comprehensive Plan’s land use designations was to provide more accurate descriptions of what current uses indicated, not to drive those areas to a different type of use.

Mr. Kasak opined that, from the information contained in the flyer, citizens had understood that the intent of the Comprehensive Plan language was to change designation of HarMar Mall from Community Business to Regional Business. Mr. Kasak noted that the flyer had just been received by him the day prior to the meeting, so it had allowed him limited to respond.

Mr. Kasak referenced Planning Commissioner Boerigter’s comments about a two-story Costco at HarMar, and noted that this concerned neighbors.

Mayor Klausing noted, in his review of the Planning Commission meeting, suggested that Commissioner Boerigter’s intent may have been to address an example of disadvantages in requiring the square footage of a footprint, while not eliminating the possibility for additional stories on the same footprint. Mayor Klausing noted that there was not currently a 100,000 square foot limitation in the existing Comprehensive Plan as implied by the anonymous flyer, thus not clearly representing actual proposals before the City Council to remove such a limitation since one didn’t currently exist.

Councilmember Ihlan spoke to clarify, from her perspective, the changes made since the August 27, 2008 draft presented at the public Open House, and that currently before the City Council, opining that this document was quite different, specifically the three different business categories: “Neighborhood,” “Community,” and “Regional,” and language specifically defining each. Councilmember Ihlan proceeded to review those specific definitions; and her perception of events happening at the last minute in the process; and potential impacts to retail development in the community based on those revised definitions and removal of the proposed 100,000 square foot guideline application.

Rick Pogsehl, 1602 N Ridgewood Lane (38-year resident across the street from HarMar)

Mr. Pogsehl noted that he had attended the Planning Commission meeting, and expressed his opposition to the action taken by the Planning Commission, against the wishes of “all citizens.” Mr. Pogsehl opined that the Planning Commission should support the community’s taxpayers; and further opined that if any of the Planning Commissioners were considering running for public office, he would remember their action and vote against them.

Mayor Klausing refocused discussion on specific issues regarding the Comprehensive Plan, and asked that personal attacks against Planning Commissioners cease. Mayor Klausing noted that, whether citizens were in agreement with decisions of the Commission or not, the Commission was attempting to act in the best interests of the entire community.

Mr. Pogsehl opined that, when the Commissioners were discussing master plans, they were seeking clarification from staff; and questioned if appointed officials apparently didn't understand what the Plan was about, how citizens could understand it.

Lee Schreurs, 3058 N Wilder

Ms. Schreurs questioned why the existing master plans were proposed to be removed from the Comprehensive Plan, opining that they were developed by members of the community with lots of community input, specifically addressing the Twin Lakes area master plan impacting her neighborhood. Ms. Schreurs opined that, with this new "Community Business" designation there would be no restrictions, and questioned how many large retail developments were needed in that area, when the City of Roseville already had more retail square footage than any other Minnesota city; and further questioned what would satisfy commercial interests. Ms. Schreurs opined that the City needed more high-paying jobs so people could live and work in the community.

Al Buczkowski, Reporter with MN Sun Focus

Mr. Buczkowski directed his comments specifically to Councilmember Ihlan, specifically related to those differences originally seen by the public and those submitted for review at this time; and sought clarification as to the main differences between those two versions and any other areas that should be brought to light.

Councilmember Ihlan proceeded to fill in the background on how those changes came to be since the August 27, 2008 Open House, the subsequent and final Steering Committee meeting held on September 11, 2008, and tonight's version. Councilmember Ihlan opined that, upon receipt by the City Council of a letter from Roseville Properties, included in tonight's staff report, and their request for changes to the draft, specifically requesting removal of the 100,000 square foot requirement in the "Community Business" category, and their rationale for this request, along with an additional written request requesting removal of master plans from the Comprehensive Plan; that at that time major changes had been made to the draft Comprehensive Plan.

Mr. Buczkowski surmised and commenting that the flyer appeared to be correct.

Mayor Klausing interjected that he strongly took issue with continuing under the perception that the flyer was correct.

Mr. Buczkowski opined that it was important for the Roseville public to have the facts.

Mayor Klausing clarified that the existing Comprehensive Plan did not have a "Community Business" land use designation.

Councilmember Pust clarified that, when the new draft Comprehensive Plan came forward, some of those initial items were changed; however, noted that there was no "Community Business" land use designation related to HarMar Mall or anywhere else in the community; and only within the draft under discussion over the last six months, had that concept been considered.

Councilmember Willmus advised that the Community Development Department had video recordings of all meetings of the Steering Committee that would provide the media with a first-person understanding of the process to-date and how meeting discussions progressed.

Councilmember Roe clarified one aspect of Councilmember Ihlan's response to Mr. Buczkowski and action of the Steering Committee at their September 11, 2008 meeting, as not disrespectful of individual judgments taken, not as a result of any correspondence received from Roseville Properties; but in acting in the best interests of the community. Councilmember Roe noted that there was genuine disagreement, but that the particular vote was 8/5 in favor of designating HarMar Mall as "Regional Business;" and acknowledging that it was a 7/6 vote to remove master plans from the Comprehensive Plan update. Councilmember Roe opined that it was important for the City Council to focus on citizen input at tonight's meeting, as previously requested.

Mayor Klausing concurred that public comment continue; and asked that members of the public, if they had already spoken at the Planning Commission keep their comments brief, as the City Council had received their comments as part of the Planning Commission record and in tonight's staff report.

Kathryn Park, 2070 Midlothian Road

Ms. Park spoke in support of her neighborhood, noting that her first public involvement had come when there was discussion of a potential pawn shop in the neighborhood. Ms. Park opined that developers and some business owners didn't put neighborhoods first. Ms. Park opined that Roseville neighborhoods were a great asset; and further opined that her neighborhood didn't need increased traffic or decreased property values.

Lucy Hulme, 1720 W Eldridge Avenue

Ms. Hulme opined that HarMar had been a centerpiece and a wonderful thing in her neighborhood, had provided wonderful access, even though it had experienced many ups and downs over the years. Ms. Hulme observed that, when she asked local business owners why they were leaving HarMar, they had told her it was due increased rents that they could no longer afford; further creating concern that big box retail was going in. Ms. Hulme opined that the Barnes and Noble franchise at HarMar had been a great addition; however, asked that the City Council consider the request of the neighborhood in keeping the HarMar Mall atmosphere that it has been for so long, and noted the long, and marvelous family history of the center, rather than current, out-of-state ownership who don't have the same accessibility and livability concerns of the community in mind.

Ms. Hulme opined that it was difficult for most of the community to understand what was actually being discussed and considered; noting that many were unaware until they'd received the anonymous flyer, whether it was accurate or not. Ms. Hulme further opined that the majority of people in Roseville were asking that HarMar be kept as it is to serve the community, since the community had given up a large place at Rosedale, and that big box retailers not be

accommodated at HarMar. Ms. Hulme opined that the reporter who previously spoke needed to make clear what was actually happening, and to provide a primer for residents.

Jeff Johnson, 1192 Burke, neighbor of HarMar

Mr. Johnson spoke in appreciation of the remarks made by residents at tonight's meeting, and for their passion. Mr. Johnson opined that HarMar as it currently is was apparently greatly appreciated by residents and served the needs of the community. Mr. Johnson, as a member of the Steering Committee, spoke in support of the proposed language defining "Community Business;" however, opined that there was a problem with it capping future development at 100,000 square feet, when it was currently at 475,000 square feet; and further opined that while big box was not wanted at HarMar, there was some responsibility due to small businesses continuing to exist there.

Tam McGehee, 77 Mid Oaks Lane

Ms. McGehee opined that Mr. Johnson didn't understand that everyone was seeking clarity; and that if the Comprehensive Plan moved forward as currently drafted, there was no indication that HarMar was being asked to reduce itself to 100,000 square feet of commercial retail. Ms. McGehee opined that, if a 15 story office tower with quality jobs was developed, there would be no footprint limitation.

As far as the definitions, Ms McGehee opined that these were all new; and noted that, as an attendee at the Open House, she was impressed with the work of the Steering Committee in developing new definitions to bring new land use ideas to Roseville, and clearly representing the wishes of Roseville residents who expressed their opinions both in the Vista 2000 community planning process and the *Imagine Roseville 2025* community visioning process, as well as in recent elections; and specifically in Councilmember Ihlan's City Council campaign. Ms. McGehee opined that, when she saw HarMar listed in the plan presented to the public earlier this year as "Community Business," it was a wonderful place in its middle years, but now experiencing a dubious future since it was no longer locally owned, but owned by a group from New York whose stated mission was to take under-producing malls and make them more productive, and who had already driven out many smaller businesses with increased rents, creating a ghost mall. Ms. McGehee opined that the 100,000 square foot designation for commercial retail and community business was necessary, not to downgrade what was already there, but to provide a more diversified economy without more retail, and further opined that the 100,000 square foot designation was appropriate and good.

Ms. McGehee opined that those speaking tonight have valid complaints about the process; and opined that in her viewing of City Council interviews to fill Councilmember Kough's vacant position, the City Council had been careful to designate someone who was not intending to run for office; and opined that she felt strongly that since there was no hardship in carrying over a decision until the new year when a fully-elected City Council was in place; and further opined that Councilmember Willmus should not vote on this important piece of material going forward. Ms. McGehee opined that, in all fairness, this City Council should request that Mr. Trudgeon

seek an extension, as suggested at the Planning Commission level, by the November 1, 2008 deadline rather than dragging their feet.

Ann Berry, 1059 Woodhill Drive (46 year resident of RV)

Ms. Berry opined that, over many years, when Councilmembers appointed citizens to serve on boards or commissions, it was rare that those individuals didn't serve their community well. Ms. Berry expressed concern with statements being made that were not entirely accurate, and reviewed her experience in serving the community on the Planning Commission during the time when the Twin lakes Parkway was designed well before 1992; and other areas in which she'd served. Ms. Berry opined that even when differing on opinions, it was important to avoid personal attacks; and further opined that appointed Councilmembers in the past, and currently, had always served citizens well.

Ms. Berry expressed concern that the Plan was being indicated as a twenty year document, rather than what she perceived to be a ten year document; and noted that it was a historically used as a guide and not "carved in marble".

Ms. Berry noted that while HarMar had originally been established by a local family, there had been other historical battles in its past (i.e., Cub Foods); and opined that due to the thriving retail community in Roseville, it did serve to provide significant individual homeowner tax relief. Ms. Berry asked staff and City Councilmembers, if that tax balance and base were no longer prevalent, that they provide that information to the public.

Ms. Berry noted that when people discussed being threatened by big box retail or a Costco store coming to the community, she reminded citizens that the Costco store was located in Maplewood. Ms. Berry opined that, while some residents have expressed their opinions regarding their wishes, 26 people did not represent a majority of the community; and asked that those listening at home apparently were satisfied with the status quo and the decision-making of the Planning Commission and City Council. Ms. Berry asked that, if those citizens were not satisfied that they e-mail, call or otherwise contact their elected representatives. Ms. Berry opined that when the City Council appointed people to do a job, those people cared about their community and did what they thought was best for the overall community; and again expressed her concern in the false statements and accusations being made.

Marsha Kreske

Ms. Kreske opined that there was a lack of transparency in the system, and that facts spoke for themselves, and that there appeared to be a lack of follow-up or accountability of elected officials, causing people to go door-to-door. Ms. Kreske opined that the community needed to provide places where people can shop and play outside, and support green space where people could live and have high standards of living. Ms. Kreske further opined that, when the Metropolitan Council talked about communities, they were talking about the necessity for neighborhoods, not just big box stores; and that while retailers provided a tax base to lower taxes for homeowners, there needed to be a balance and fairness. Ms. Kreske expressed her disappointment in the "trash talk" that had started off tonight's discussion, and opined that it was

not necessary; and asked that there be more transparency and that there would be no vote tonight on things that had not been discussed previously.

Karen Schaffer, 2100 Fairview Avenue

Ms. Schaffer opined that it was not true the big box retailers contribute more to the tax base than it used in City services, based on recent changes in tax law.

Ms. Schaffer further opined that, during her service on the Steering Committee, the proposed changes in the HarMar and Target had passed on a narrow and somewhat “bizarre” vote, creating the process issue now before the City Council, and appeared to be “consultant-led” and without parliamentary procedures in place.

Ms. Schaffer indicated that members of the Steering Committee, following the last meeting, had attempted to devise more clarity, as previously reported by City Councilmember Roe on behalf of Steering Committee member Jim DeBenedet, as author of a less rigid description that had been presented to the Planning Commission. Ms. Schaffer expressed disappointment that the concept for alternate definitions for “Regional Business” and “Community Business” designations had never actually discussed or explored by the Planning Commission. Ms. Schaffer gave credit to those members of the Steering Committee who had signed onto that minority report, and who had recognized the difficulty in numerical designation.

Ms. Schaffer opined that, since the Metropolitan Council was open to extension, the City Council should advise them on the appropriate form by November 1, 2008, that the City wished additional time; allowing the City Council to determine if Mr. DeBenedet’s report and concept was workable, and could reflect some of the values proposed by citizens tonight.

Mayor Klausning closed public comment at approximately 7:45 p.m. to proceed with City Council discussion.

Councilmember Roe provided background information, advising that he had originally proposed the three business categories (i.e., Neighborhood Business, Community Business, and Regional Business) from information he’d received through I-35W Corridor Coalition documents; that would address current “Shopping Center” designations and scale different businesses to respective areas of the community. Councilmember Roe opined that the definitions as presented in the current draft served to achieve that intent.

Roe moved, Pust seconded, designation HarMar Mall as a “Community Business” land use under the definition as presented in the draft 2030 Comprehensive Plan (Review Draft #2, dated October 2008); and without the 100,000 square foot designation.

Councilmember Ihlan spoke in opposition to the motion, opining that without the 100,000 square foot designation, changing HarMar back to the Community Business designation would not make any significant difference; and that a more meaningful definition of “Community Business” was needed guiding smaller scale development for the future.

Councilmember Willmus spoke in support of the motion; and noted that he had discussed with Jim DeBenedet his proposal, as referenced by Ms. Schaffer, over the last week; one of the things we talked about was getting consensus, and how do we move forward. There seemed to be consensus for taking Har Mar and classifying or guiding it as Community Business. Then the question became how we handle these mitigation measures. Are these mitigation measures, building size, setbacks, are those appropriate for the Comp Plan, or are the mitigation measures better handled through zoning ordinance? As our discussion went, it became apparent that the mitigation measures should be handled within the zoning ordinance. I think that this is the direction this council should go. I think there is a compromise there that will work. There is a compromise there that will protect those folk's neighborhoods. I think this is something we owe the neighborhoods surrounding Har Mar to do.

Mayor Klausing spoke in support of the motion; and read specific distinctions highlighted in language for each business land use designation. Mayor Klausing concurred with Councilmember Willmus; opining that the "devil was in the details," and that the zoning code amendments would address those issues; and supported moving HarMar into the "Community Business" category.

Councilmember Pust thanked citizens for paying attention to their community and for contacting her to make their opinions known; opining that it served as a critical foundation to democracy. Councilmember Pust opined that what she had heard was that citizens wanted HarMar to remain the way it was, with more space leased to various businesses; while noting that there remained other issues at HarMar, such as noise and traffic, and needing further discussion and resolution. Councilmember Pust noted however, that there was no need to solve problems that don't exist, and clarified that there was no one on the City Council that was saying HarMar should be bulldozed to construct a WalMart.

Councilmember Ihlan opined that this motion did not respond to all of the actual concerns raised, nor to what "Community Business" designation indicated; and further opined that the City Council was not yet done with this draft Plan. Councilmember Ihlan opined that, if it was the City Council's intent to send this draft Plan off for review without reaching consensus on issues, it was a waste of everyone's time. However, Councilmember Ihlan spoke in support of returning HarMar to "Community Business" designation.

Mayor Klausing noted that the draft Plan would return to the Planning Commission for an additional Public Hearing, as well as to the City Council at their December 15, 2008 meeting, providing additional opportunities for discussion and public comment.

Mr. Trudgeon clarified that this proposed action was addressing only the HarMar site and not the Super Target site.

Roll Call

Ayes: Willmus; Roe; Ihlan; Pust; and Klausing.

Nays: None.

Klausing moved, Pust seconded for discussion purposes, authorizing distribution of the draft 2030 Roseville Comprehensive Plan to adjacent governmental jurisdictions, special districts, and school districts.

Roe moved, Pust seconded, revising language of Chapter 11 (page 11-3) under Implementation Strategies, Land Use, to include language similar to that taken from District 14, Land Use Issues, second bullet point (page 4-29) related to exploring opportunities for providing a future neighborhood park in the western half of the planning district.

Councilmember Roe spoke in support of the motion, opining that everyone recognizes the lack of a park in that area and that such action needed memorializing.

Councilmember Pust concurred, opining that it was an apparent oversight, since it had been discussed at the Steering Committee level and included in strategies.

Roll Call

Ayes: Willmus; Roe; Ihlan; Pust; and Klausing.

Nays: None.

Councilmember Ihlan opined the need to again discuss why it was not appropriate to distribute this draft to surrounding communities; and whether it was more appropriate to substitute the August 27, 2008 plan. Councilmember Ihlan opined that there had not been public review of the draft currently before the City Council, and that the proposed changes had not been reviewed or considered by the public. Councilmember Ihlan further opined that without more public input and consensus, distributing this draft was fundamentally wrong.

Councilmember Pust questioned, and staff confirmed, that this draft was current and available on the City's website; and further noted that this would not be the City Council's or public's last opportunity for input. Councilmember Pust suggested that the reason for distributing the draft Plan was to receive any input from those agencies to allow the City Council to meet the December 15, 2008 schedule for further review. Councilmember Pust encouraged input from those agencies, as well as the public during that review period, with those comments provided to elected officials in order to hold those elected officials accountable to their constituency.

Councilmember Ihlan sought to provide additional information to the public on her perception of what happened following the August 27, 2008 meeting with respect to the "Community Business" designation and HarMar. Councilmember Ihlan alleged that the ideas for changes to the plan at the Steering Committee and Planning Commission level, without public awareness, was prompted by two letters received from Roseville Properties, included as part of the record, and their request to remove the 100,000 square foot designation and removing master plans from the Comprehensive Plan, as amended in the current draft. Councilmember Ihlan further alleged that written comment from Councilmember Pust dated September 4, 2008 and provided to the

Steering Committee at their September 11, 2008 meeting, supported both of those requests of Roseville Properties.

Councilmember Pust requested that staff make copies of her written comments being referenced by Councilmember Ihlan, so that everyone in the room could review them; and that they be made a part of the record.

Councilmember Ihlan further opined that these amendments were being incorporated in support of special interest groups, without public knowledge, and lacking support of resident interests, basically supporting special interests versus public interests.

Councilmember Pust expressed her shock and appall that Councilmember Ihlan was calling her a shill for developers; and asked that those in the public who knew her and her record, consider facts rather than innuendo. Councilmember Pust advised that she had taken the place of Jeanne Kelsey on the Steering Committee when she could no longer serve; and noted that from day one, she had questioned the 100,000 square foot designation and inclusion of master plans in the Comprehensive Plan, and asked that anyone from the public questioning her record, review the minutes and/or video tapes of the Steering Committee meetings. Councilmember Pust advised that the document referred to by Councilmember Ihlan was her analysis of why she thought neither of those should be included in the Comprehensive Plan Update.

Councilmember Pust noted that Ms. Shaffer had previously commented on the 100% agreement of the Steering Committee in not including master plans. Councilmember Pust advised that the City had between 30 and 50 master plans, some of which had been developed 20 years ago, and some more recently, such as the City Center master plan, requiring that a community center be build on the City Campus. Councilmember Pust questioned whether citizens wanted her to support spending their tax dollars on a community center, even though the master plan says it should be located on the City campus. Councilmember Pust asked citizens, as they read the document dated September 4, 2008, that they noted her comment that it didn't make sense to take outdated master plans and include them in a revised Comprehensive Plan; but instead that the City Council should make a commitment to review each and every one of those master plans to determine their viability and accuracy, and that they still reflected the needs and wishes of the community. Councilmember Pust opined that if they were still viable, they be included, but if not, they not be included.

Councilmember Pust noted her further analysis regarding the 100,000 square foot limitation at HarMar, currently with a footprint of 475,000, and her attachment (not included) provided to the Steering Committee, visualizing how large that would be on the HarMar property, and questioning what the rest would be, and if asphalt skyways, neither served the neighborhood or the facility. Councilmember Pust opined that the community wanted HarMar, and that was the action just taken by the City Council.

Councilmember Pust respectfully requested that citizens read her comments, which had been prepared at the request of the consultant to each and every member of the Steering Committee to put their comments in writing, and which task had been completed by everyone of the members of the Committee, with the exception of Councilmember Ihlan. Councilmember Pust opined that

by sharing individual views for public consumption, it allowed for successful team work. Councilmember Pust encouraged citizens to contact her by e-mail or home phone, which she provided at that time, with any questions or comments, after their review of her written comments.

Councilmember Roe noted that neither the draft Plan brought before the public at the August 27, 2008 Open House nor today's draft included any master plans. Councilmember Roe noted that the Steering Committee had made a choice to delay action on that issue, resulting in taking action on outstanding issues, including master plans, at their last meeting on September 11, 2008, in part due to a lack of consensus throughout the process. Councilmember Roe advised that he had proposed language, in writing, to deal with master plans, which he originally submitted and was substantially adopted by the Steering Committee and later ratified by the Planning Commission. Councilmember Roe opined that it was good language, and basically said that a review process to make sure master plans provided specific and current guidance, and if a master plan was still valid that it would be adopted by a super majority of the City Council, as well as any changes to those master plans.

Councilmember Roe cautioned that the master plan and 100,000 square foot requirement not be used to achieve a narrow political issue to not have big box retail in Roseville; and while respecting that position, asked that the Comprehensive Plan represents a guide, and noted that the City Council would have nine months following submission and acceptance of the Plan by the Metropolitan Council to review individual master plans, and to receive community input, and include citizen advisory groups as appropriate or for development of new master plans that make sense to provide genuine guidelines as appropriate.

Councilmember Ihlan reiterated her concern that, without City Council review and consideration of master plans, it had not completed its work and should do so prior to distributing the draft plan. Councilmember Ihlan spoke in opposition to removing master plans from the Comprehensive Plan, allowing for certain decisions to be made on a 3/2 vote. Councilmember Ihlan opined that it was important that the Comprehensive Plan reflected the community's vision; and that it would still be possible to build big box retail at Rosedale and other retail areas.

Mayor Klausing spoke in support of the motion, opining that neighborhoods should come first.

Councilmember Roe noted that, while there were these few contentious issues in the Comprehensive Plan, the public needed to be proud of the process and the end product, opining that it reflected the views of the community, and provided environmental, utility, transportation, and transit issues not previously found and that would take the community into the future. Councilmember Roe publicly opined that the proposed plan be distributed for comment from adjacent jurisdictions; and that the community should be proud of it; and that even with minor disagreements remaining, it would serve the community well.

Roll Call

Ayes: Willmus; Roe; Pust; and Klausing.

Nays: Ihlan.

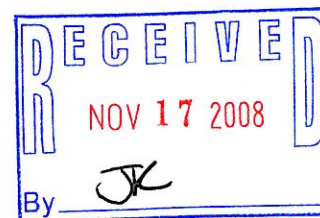
Motion carried.

Mayor Klausing thanked individual members of the Steering Committee, in addition to staff, for the tremendous amount of work and major consensus on the majority of the document.

Councilmember Pust also thanked citizen members of the committee for the amount of time they'd expended in serving the community throughout the process.



October 14, 2008



James Lehnhoff
City of Arden Hills
1245 West Highway 96
Arden Hills, MN 55112

RE: Review of Draft 2030 Comprehensive Plan

Dear Mr. Lehnhoff:

On October 13, 2008, the Roseville City Council authorized the release of the draft 2030 Comprehensive Plan to the affected governmental units for review and comment. Included with this letter is a CD containing our draft plan. Additional information related to our draft plan is located at www.ci.roseville.mn.us/compplan.

By State statute, your organization is allowed up to six months to complete its review of a comprehensive plan updates. The City of Roseville would like to submit its plan to the Metropolitan Council by the December 31, 2008 deadline and, therefore, we are asking that the review be completed by November 14, 2008. To help expedite the process, I would be happy to meet with to you review the plan.

If you have any questions, please do not hesitate to contact me at jamie.radel@ci.roseville.mn.us or (651) 792-7072.

Sincerely,

Jamie Radel
Roseville Community Development Department

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

☒ Comprehensive Plan reviewed and there are no comments at this time.
☐ Comprehensive Plan reviewed and comments are attached.
☐ Comprehensive Plan reviewed and comments were sent via _____

Signature of Reviewer

11/14/08
Date



CITY OF ARDEN HILLS

MEMORANDUM

DATE: November 10, 2008

TO: Jamie Radel

FROM: Meagan Beekman, City Planner

SUBJECT: Roseville Comprehensive Plan Review

Arden Hills City Staff reviewed the City of Roseville's 2030 Comprehensive Plan Update and have provided the following comments:

Land Use:

The future land use outlined in the Roseville Comprehensive Plan along the border between Arden Hills and Roseville, specifically in Districts two and three, appear to be in keeping with the future land use goals of Arden Hills as well for this area. The Roseville Future Land Use maps for Districts two and three are consistent with the proposed future land use in the adjacent Arden Hills neighborhoods. Arden Hills appreciates that the Roseville Comprehensive Plan seeks to reinforce existing land use patterns in the areas between the two cities.

The presence of Northwestern College adds additional housing challenges for both communities. Arden Hills would like to continue to work with Roseville and be kept up to date on the future plans and growth of Northwestern College in and around their campus.

Transportation:

The cities of Roseville and Arden Hills should continue to work together to coordinate pathway connections between the two communities, both through dedicated pathways and those adjacent to existing roadways.

Continue to work with the City of Arden Hills on future plans for the Snelling Avenue Corridor, particularly improvements to landscaping and pedestrian connections.

Housing:

The conversion of single-family homes from owner occupied to rental in the area around Northwestern College is a growing concern in Arden Hills, as it is in Roseville as well. The two cities will need to continue working together, with the college, to accommodate this challenge.

Parks, Open Space, and Recreation:

Continue to work with the City of Arden Hills on parks and open space planning that impacts both cities.

Planned pathways along major corridors between the two cities should be planned in cooperation to give Arden Hills the opportunity to do simultaneous improvements and provide cost sharing for both communities.



October 14, 2008

Deb Jones
City of Falcon Heights
2077 W. Larpenteur Ave.
Falcon Heights, MN 55113

RE: Review of Draft 2030 Comprehensive Plan

Dear Ms. Jones:

On October 13, 2008, the Roseville City Council authorized the release of the draft 2030 Comprehensive Plan to the affected governmental units for review and comment. Included with this letter is a CD containing our draft plan. Additional information related to our draft plan is located at www.ci.roseville.mn.us/compplan.

By State statute, your organization is allowed up to six months to complete its review of a comprehensive plan updates. The City of Roseville would like to submit its plan to the Metropolitan Council by the December 31, 2008 deadline and, therefore, we are asking that the review be completed by November 14, 2008. To help expedite the process, I would be happy to meet with to you review the plan.

If you have any questions, please do not hesitate to contact me at jamie.radel@ci.roseville.mn.us or (651) 792-7072.

Sincerely,

Jamie Radel
Roseville Community Development Department

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

X Comprehensive Plan reviewed and there are no comments at this time.
_____ Comprehensive Plan reviewed and comments are attached.
_____ Comprehensive Plan reviewed and comments were sent via _____.

Signature of Reviewer

Nov. 21, 2008

Date



October 14, 2008

Heather Butkowski
City of Lauderdale
1891 Walnut St.
Lauderdale, MN 55113

RE: Review of Draft 2030 Comprehensive Plan

Dear Ms. Butkowski:

On October 13, 2008, the Roseville City Council authorized the release of the draft 2030 Comprehensive Plan to the affected governmental units for review and comment. Included with this letter is a CD containing our draft plan. Additional information related to our draft plan is located at www.ci.roseville.mn.us/compplan.

By State statute, your organization is allowed up to six months to complete its review of a comprehensive plan updates. The City of Roseville would like to submit its plan to the Metropolitan Council by the December 31, 2008 deadline and, therefore, we are asking that the review be completed by November 14, 2008. To help expedite the process, I would be happy to meet with you review the plan.

If you have any questions, please do not hesitate to contact me at jamie.radel@ci.roseville.mn.us or (651) 792-7072.

Sincerely,

Jamie Radel
Roseville Community Development Department

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

☒ Comprehensive Plan reviewed and there are no comments at this time.
☐ Comprehensive Plan reviewed and comments are attached.
☐ Comprehensive Plan reviewed and comments were sent via _____.

Signature of Reviewer

11-7-08
Date

Jamie Radel

From: Pat Trudgeon
Sent: Tuesday, November 04, 2008 8:40 AM
To: Jamie Radel
Subject: FW: Little Canada Review of Roseville Comp Plan

Attachments: Roseville 2030 CP Comments.doc

From: Joel Hanson
Sent: Tuesday, November 04, 2008 8:03 AM
To: Pat Trudgeon
Cc: Bill Malinen; (jkeis@aol.com); Barbara Allan; Bill Blesener; John Keis; Michael McGraw; Rick Montour (at work)
Subject: Little Canada Review of Roseville Comp Plan

Pat:

Here is our Planner's review of your comp plan. As he notes in the conclusion, Little Canada would like to dialogue with Roseville on the Rice Street Corridor, the NE Diagonal, the Rice Street Bridge over Highway 36 and its related impacts to other streets in the vicinity, and storm water management as it impacts our border areas.

Otherwise we have no comments regarding your updated comprehensive plan.

Please let me know if you need further documentation.

Joel Hanson
City Administrator
City of Little Canada
(651) 766-4040



Roseville 2030 CP
Comments.doc...



MEMORANDUM

TO: Joel Hanson

FROM: Stephen Grittman

DATE: November 3, 2008

RE: Little Canada – 2030 Roseville Comprehensive Plan

NAC FILE: 758.10 – 08.10

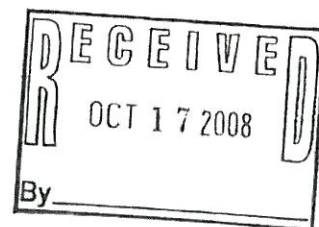
I have reviewed the Roseville Comprehensive Plan to determine whether there are any impacts on Little Canada that may be noteworthy for Little Canada officials to be aware of. Here are my general comments:

- Land Use Plan. The future land use plan, as a general document, tracks the existing land use along its boundary with Little Canada relatively closely, although some of the categories have been redefined somewhat.
- The Comp Plan breaks Roseville into planning districts, which include districts 5, 6, and 16 along their eastern boundary with Little Canada. The Planning Districts provide a short, more detailed commentary in each area.
- For District 5 (the northeast corner of Roseville from County Road C to about Woodlyn Avenue), the Plan notes existing single family residential neighborhoods along Rice Street, along with an area of multiple family residential. The Plan suggests continuation of the current land use pattern, although it notes that the single family neighborhoods may require monitoring due to traffic along Rice Street, and the influence of land uses in Little Canada. Land use planning in Little Canada for this area is almost exclusively commercial and/or mixed use
- For District 6 (the central portion of the community from TH 36 to County Road C), the plan retains the current land use pattern, but expands the land use category for the uses along Rice Street from "Office" and "Business Retail" to a category labeled "Community Business". The "Community Business" category is

defined as local-oriented business activity (as opposed to regional business, such as a mall). The Plan notes that these uses should be oriented toward Rice Street to avoid encroachment into the existing single family residential areas immediately to the west of Rice Street. The Plan further notes that the Rice Street/TH 36 interchange project will have some significant impacts on the area, but it anticipates no change in land use pattern. The Plan adds a comment that suggests more detailed planning will be necessary for this area.

- District 16 is the southeast corner of Roseville, and abuts Little Canada between County Road B and TH 36. Although there are no directly abutting active uses, the Plan does call for increased commercial development and/or redevelopment in the Rice Street corridor south of County Road B. It would be anticipated that this plan would increase the potential for congestion in the 36/Rice Street interchange area, and the text reiterates the need for continued, more detailed study in this area.
- The Transportation section of the Plan shows the expansion of Rice Street from 3 lanes to 5 lanes. It is classified as an “A Minor Reliever” in the Roseville Plan, the lowest sub-class of arterial roadway.
- Rice Street and County Road B shows one of the highest crash rates in the Roseville Transportation Plan.
- The Transportation Plan identifies the generalized need for pedestrian facilities along its major roadways, along with the lack of off-street pedestrian routes along the Roseville side of Rice Street. The Park and Open space chapter suggests sidewalk from County Road B to County Road C, with striped shoulder to the north of County Road C.
- The Plan includes a section on Surface Water Management, and notes in its policies an opportunity to work with other communities to enhance environmental protection opportunities. Given Little Canada’s recent enactment of stronger surface water controls, this may be another area where joint discussions may be worthwhile, since much of the eastern area of Roseville can impact Little Canada’s water resources.

In summary, there do not appear to be any major shifts in Roseville’s plans for the areas affecting Little Canada. It may be appropriate in a comment letter to re-emphasize Little Canada’s interest in working with Roseville on Rice Street issues, particularly around the 36/Rice Street interchange, and stormwater management objectives, as noted above.



October 14, 2008

Tom Ekstrand
City of Maplewood
1830 County Road B E.
Maplewood, MN 55109

RE: Review of Draft 2030 Comprehensive Plan

Dear Mr. Ekstrand:

On October 13, 2008, the Roseville City Council authorized the release of the draft 2030 Comprehensive Plan to the affected governmental units for review and comment. Included with this letter is a CD containing our draft plan. Additional information related to our draft plan is located at www.ci.roseville.mn.us/compplan.

By State statute, your organization is allowed up to six months to complete its review of a comprehensive plan updates. The City of Roseville would like to submit its plan to the Metropolitan Council by the December 31, 2008 deadline and, therefore, we are asking that the review be completed by November 14, 2008. To help expedite the process, I would be happy to meet with you review the plan.

If you have any questions, please do not hesitate to contact me at jamie.radel@ci.roseville.mn.us or (651) 792-7072.

Sincerely,

Jamie Radel
Roseville Community Development Department

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

☒ Comprehensive Plan reviewed and there are no comments at this time.
☐ Comprehensive Plan reviewed and comments are attached.
☐ Comprehensive Plan reviewed and comments were sent via _____

Signature of Reviewer

11/14/08

Date



December 16, 2008

**Community Planning &
Economic Development**

Planning Division
250 South 4th Street -- Suite 110
Minneapolis, MN 55415
612-673-2597 Fax: 612-673-2728

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

Dear Ms. Radel,

The City of Minneapolis appreciates the opportunity to review and comment on the draft comprehensive plan for the City of Roseville. We appreciate the time and efforts invested in developing this document and commend our neighbor for the good work the plan represents. While our cities share a small boundary, other aspects of comprehensive planning tie us together in larger ways.

First, in terms of transportation planning we note your comments on Highway 280 and congestion and safety issues along this corridor. As the city envisions changing nearby land uses from industrial to business park, has there been discussion of changes to these land uses in terms of concurrency and levels of service? How will changes in land use affect the capacity of 280?

Second, we note that the sewer plan does not indicate a timetable for achieving the city's inflow and infiltration goals. This is a topic of great interest to our city, and would appreciate learning from you how Metropolitan Council Environmental Services responds to the content in your plan. Will you be able to implement and complete the tasks in the plan by 2012?

Congratulations to the City of Roseville on its update process.

Sincerely,


Karin R. Berkholtz
Community Planning Supervisor
CPED, Planning



October 14, 2008

Grant Fernelius
City of New Brighton
803 Old Hwy 8 NW
New Brighton, MN 55112

RE: Review of Draft 2030 Comprehensive Plan

Dear Mr. Fernelius:

On October 13, 2008, the Roseville City Council authorized the release of the draft 2030 Comprehensive Plan to the affected governmental units for review and comment. Included with this letter is a CD containing our draft plan. Additional information related to our draft plan is located at www.ci.roseville.mn.us/compplan.

By State statute, your organization is allowed up to six months to complete its review of a comprehensive plan updates. The City of Roseville would like to submit its plan to the Metropolitan Council by the December 31, 2008 deadline and, therefore, we are asking that the review be completed by November 14, 2008. To help expedite the process, I would be happy to meet with you to review the plan.

If you have any questions, please do not hesitate to contact me at jamic.radel@ci.roseville.mn.us or (651) 792-7072.

Sincerely,

Jamie Radel
Roseville Community Development Department

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

☒ Comprehensive Plan reviewed and there are no comments at this time.
☐ Comprehensive Plan reviewed and comments are attached.
☐ Comprehensive Plan reviewed and comments were sent via _____.

Signature of Reviewer

10/3/08
Date



October 14, 2008

Kathleen Nordine
City of Shoreview
4600 Victoria St. N.
Shoreview, MN 55126

RE: Review of Draft 2030 Comprehensive Plan

Dear Ms. Nordine:

On October 13, 2008, the Roseville City Council authorized the release of the draft 2030 Comprehensive Plan to the affected governmental units for review and comment. Included with this letter is a CD containing our draft plan. Additional information related to our draft plan is located at www.ci.roseville.mn.us/compplan.

By State statute, your organization is allowed up to six months to complete its review of a comprehensive plan updates. The City of Roseville would like to submit its plan to the Metropolitan Council by the December 31, 2008 deadline and, therefore, we are asking that the review be completed by November 14, 2008. To help expedite the process, I would be happy to meet with to you review the plan.

If you have any questions, please do not hesitate to contact me at jamie.radel@ci.roseville.mn.us or (651) 792-7072.

Sincerely,

Jamie Radel
Roseville Community Development Department

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

☒

Comprehensive Plan reviewed and there are no comments at this time.
Comprehensive Plan reviewed and comments are attached.
Comprehensive Plan reviewed and comments were sent via EMAIL

KATH NORDINE - SHOREVIEW
Signature of Reviewer

11-14-08
Date

Roseville Comprehensive Plan

Economic Development, Chapter 7

- Rice St corridor is identified as an ‘Opportunity Area’ along the entire length of the road within Roseville, including to the south limits of Shoreview. If and when Roseville undertakes further study of the corridor, Shoreview requests notification early in the study process.

Transportation, Chapter 5

- Victoria Street (CSAH 52) has been identified in Shoreview’s updated Comprehensive Plan as being a significant issue as far as substandard geometrics and alignment. Roseville and Shoreview should work with Ramsey County to program improvements that enhance the roadway corridor for all modes of transportation, including its potential for off-street trail extension.



October 14, 2008

Kim Moore-Sykes
City of St. Anthony
3301 Silver Lake Road
St. Anthony, MN 55418

RE: Review of Draft 2030 Comprehensive Plan

Dear Ms. Moore-Sykes:

On October 13, 2008, the Roseville City Council authorized the release of the draft 2030 Comprehensive Plan to the affected governmental units for review and comment. Included with this letter is a CD containing our draft plan. Additional information related to our draft plan is located at www.ci.roseville.mn.us/compplan.

By State statute, your organization is allowed up to six months to complete its review of a comprehensive plan updates. The City of Roseville would like to submit its plan to the Metropolitan Council by the December 31, 2008 deadline and, therefore, we are asking that the review be completed by November 14, 2008. To help expedite the process, I would be happy to meet with you to review the plan.

If you have any questions, please do not hesitate to contact me at jamie.radel@ci.roseville.mn.us or (651) 792-7072.

Sincerely,

Jamie Radel
Roseville Community Development Department

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

☒
☐
☐

Comprehensive Plan reviewed and there are no comments at this time.
Comprehensive Plan reviewed and comments are attached.
Comprehensive Plan reviewed and comments were sent via _____



Signature of Reviewer

Oct. 29, 2008
Date

Jamie Radel

From: Emily Goodman [Emily.Goodman@ci.stpaul.mn.us]
Sent: Friday, December 05, 2008 10:06 AM
To: Jamie Radel
Subject: Saint Paul comments on Roseville comp plan

Jamie,

Staff comments are below and organized by section. Please let me know if there is anything further you need us to do.

Housing and Neighborhoods

Housing and Neighborhoods (pp. 6-1 - 6-12) "The availability of a variety of housing types, styles, and price ranges, which allows residents to move through the life-cycle housing chain..." (p. 6-1). Important to also mention mix of tenure or mix of ownership/rental housing

Policy 1.5. - Add to the list of potential partners adjacent municipal governments and HRAs (One example being Saint Paul's Department of Planning & Economic Development and its Housing and Redevelopment Authority)

Policies 3.4 and 3.5 seem either partially or entirely inconsistent. The first says residents should be "heavily involved" in neighborhood/area planning, while the second one says that the City should merely "consider" the involvement of residents in planning district/area plans.

P. 6-11 says that the Roseville HRA does not have an affordable housing implementation strategy. However, based on the fact that the City is very behind on its affordable housing goals from 1996-2011 (it still needs 346 owner-occupied units and 196 rental units), in addition to its additional allocation for 2011-2020 of 201 affordable units, it is very important for the City to adopt an explicit affordable housing production strategy very soon. Based on projected growth of 1,902 new households between 2000 and 2030 the total affordable housing required to be produced under past/current and future goals, 39% of all new housing production citywide should be planned and financed as affordable ((346+196+201)/1,902).

Transportation

Generally very excellent section. One small note, the bus fares listed on page 5-23 are out of date already.

Thanks,
Emily

Emily Goodman
Planning Aide
Department of Planning and Economic Development
25 West 4th Street #1400
Tel - 651.266.6551
Fax - 651.228.3220
emily.goodman@ci.stpaul.mn.us
Saint Paul - The Most Livable City in America



November 12, 2008

~~October 14, 2008~~

~~Janet Guthrie
Ramsey County
15 W. Kellogg Blvd. Room 250
St. Paul, MN 55102~~

Jamie



RE: Review of Draft 2030 Comprehensive Plan

Dear Ms. Guthrie:

On October 13, 2008, the Roseville City Council authorized the release of the draft 2030 Comprehensive Plan to the affected governmental units for review and comment. Included with this letter is a CD containing our draft plan. Additional information related to our draft plan is located at www.ci.roseville.mn.us/compplan.

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If you have any questions, please do not hesitate to contact me at jamie.radel@ci.roseville.mn.us or (651) 792-7072.

Sincerely,

Jamie Radel
Roseville Community Development Department

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

☒
☒
☐

Comprehensive Plan reviewed and there are no comments at this time.

Comprehensive Plan reviewed and comments are attached. **AND**

Comprehensive Plan reviewed and comments were sent via *email*

Signature of Reviewer

11/12/08
Date



Working with You To Enhance
Our Quality of Life

Office of the County Manager
Pat O'Connor, Interim County Manager

250 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 651-266-8000

Fax: 651-266-8039

e-mail: pat.oconnor@co.ramsey.mn.us

Memorandum

Date: November 12, 2008

To: Jamie Radel, Roseville Community Development Department

From: Janet Guthrie, Senior Policy Analyst

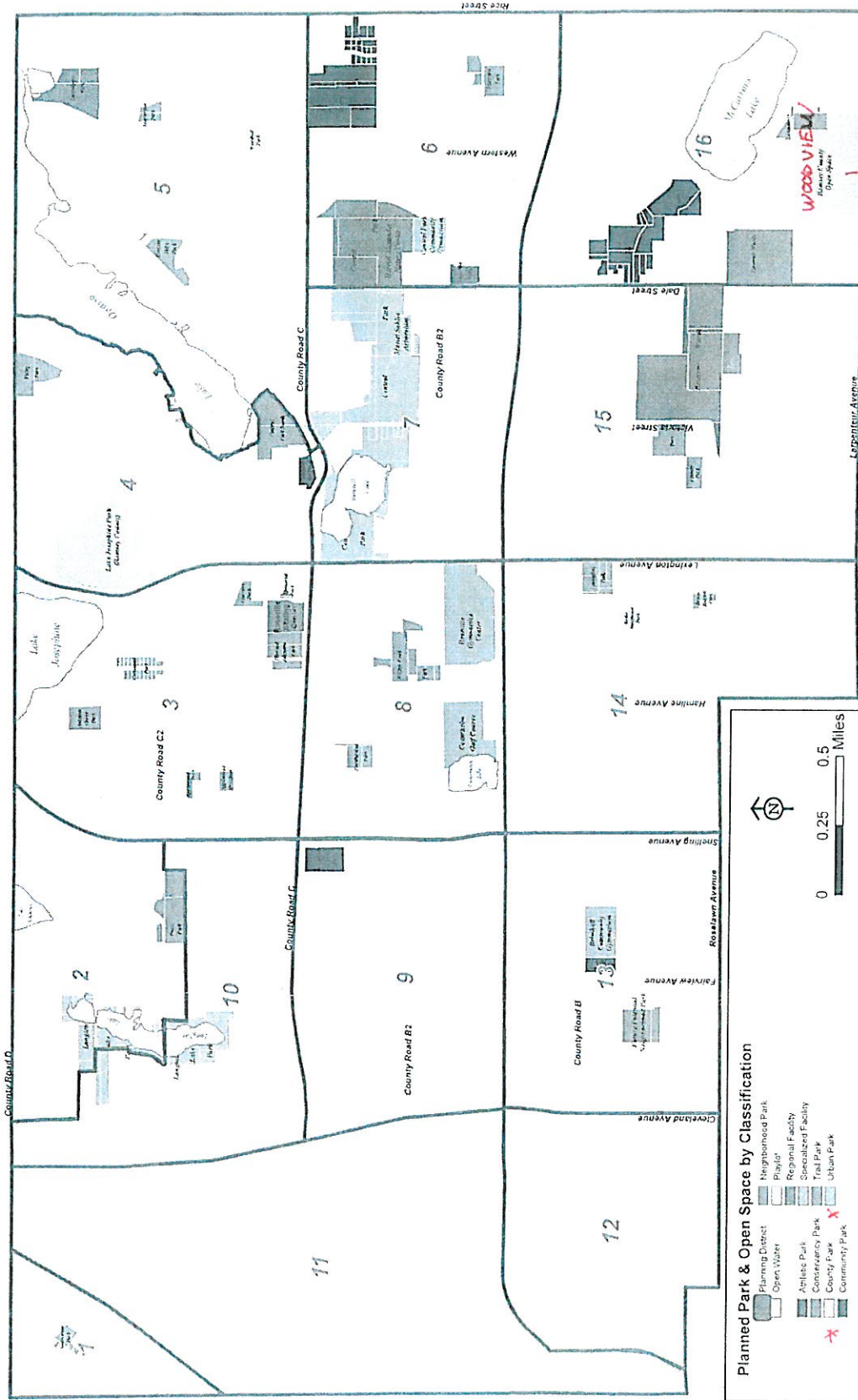
Re: Draft 2008 Comprehensive Plan for City of Roseville

Thank you for the opportunity to review and comment on the City of Roseville's 2030 Comprehensive Plan. The following are comments from Ramsey County staff in its review of Roseville's Comprehensive Plan.

- General comment: The plan addresses a variety of environmental/"green"/sustainable goals/policies and issues in numerous places, and includes a section on contaminated soils and recycling. The references to Ramsey County yard waste and household hazardous waste sites appear to be accurate.
- Page 8-5 – Text should indicate the Ramsey County Lake Management Program conducts annual water quality sampling and provides data for several lakes identified as Priority Lakes within the plan, including Bennett, Josephine, Owasso, and McCarrons.
- Page 8-5 – Text indicates the "*Capital* (sic) (correct spelling is Capitol) *Region Watershed District (CRWD) serves as the Local Governmental Unit (LGU) for the Wetland Conservation Act (WCA) for those parts of Roseville within this watershed district.*" Our staff checked with a staff person at CRWD and they are not the LGU for WCA for any city.
- Page 9-4 – Text indicates "*Ramsey County is exploring alternate uses for its land located north of Larpenteur between Dale and Rice Streets, which is currently used for a detention facility and open space uses*". This area includes Woodview Marsh which is a restored wetland about 40 acres in size with a conservation easement that restricts any changes in use. Also, the Kent Street storage facility, which is operated by County Public Works, is located along this section of Larpenteur. Staff is not aware of any alternate used proposed by the County for the Kent Street facility.
- Page 9-4 – On Figure 9.1, remove "Beach" from the legend, as the beach is only one element of the park. Please add "Woodview" to Ramsey County Open Space in the lower right corner, as indicated in the attachment.
- Page 9-7 – On Figure 9.2, the colors for "County Park" and "Urban Park" are difficult to distinguish. Please add "Woodview" to Ramsey County Open Space as indicated in the attachment.
- Page 9-9 – In the narrative number 3, it is unclear about what County lands are being referenced. If it is referring to the "Woodview Protection Open Space Site", this paragraph should read something like, "*The Ramsey County Open Space property located north of Larpenteur, between Dale and Rice Streets, is currently used for storm water, detention facility and off-leash dog area.*"
- Page 9-9 – Figure 9.4 – it is uncertain where this information is from or what is trying to be conveyed (see attached page for asterisk on legend).
- A non-substantive comment: the goals and policies sections are difficult to read due to the lack of indentation and the use of bold formatting on the goals does not show up well.

If you have any questions about these comments, please feel free to contact me at (651) 266-8021 or at janet.guthrie@co.ramsey.mn.us. Thank you, Jamie.

See attachment – Figures 9.1, 9.2, and 9.4



Planned Parks and Open Space by Classification

Figure 9.2

2. Roseville has a history of exploring the community's needs, interests, and ideas for a future community center facility, including the City Center Master Plan. The IR2025 report established a specific strategy focused on the exploration of a future community center. Additional investigations are required to evaluate location options, facility components, and development feasibility.

3. Ramsey County is exploring alternative uses for its land located north of Larpenteur between Dale and Rice Streets, which is currently used for a detention facility and open space uses.

4. A number of undeveloped open space properties still exist within the community that are owned by a single property owner. These properties could provide valuable opportunities to preserve natural open spaces and create connections within the parks and recreation system in the future.

5. The Northeast Diagonal transit corridor may provide future opportunities for enhancing the community's parks and recreation system. These enhancements could include construction of a recreational trail in the corridor to provide improved connections within the community as well as more direct access to the nearby recreational facilities in Minneapolis, particularly the Grand Round system.

It is anticipated that these issues will be explored as part of the process of updating the Park and Recreation System Plan.

*3 UNCLEAN WHAT COUNTY LANDS ARE BEING REFERENCED, IF THEY ARE REFERRING TO THE "WOODVIEW PROTECTION OPEN SPACE SITE" THIS PARAGRAPH SHOULD READ SOMETHING LIKE:
THE RAMSEY COUNTY OPEN SPACE PROPERTY LOCATED NORTH

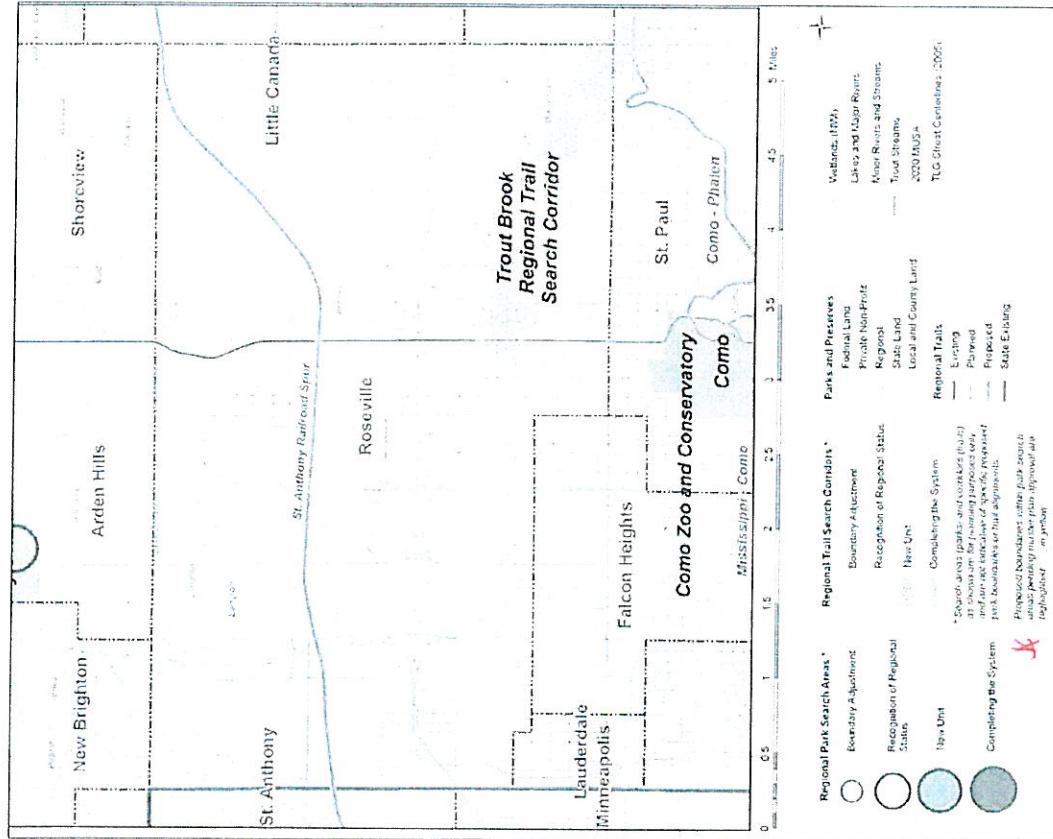
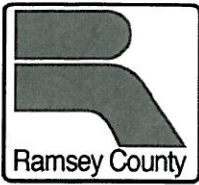


FIG. 9.4
NOT SURE WHERE THIS IS FROM OR WHAT IS TRYING TO BE CONVEYED.



Working with You to Enhance
Our Quality of Life

Office of the County Manager
Julie Kleinschmidt, County Manager

250 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 651-266-8000
Fax: 651-266-8039
e-mail: julie.kleinschmidt@co.ramsey.mn.us

January 14, 2009

Jamie Radel
Roseville City Community Development
2660 Civic Center Drive
Roseville, MN 55113

Dear Ms. Radel,

Ramsey County reviewed the City of Roseville's Comprehensive Plan draft and provided comments to the City in a letter dated November 12, 2008. The Ramsey County Public Works department has additional comments on the City's Comprehensive Plan draft with regard to the transportation section, as a supplement to Ramsey County's earlier response. Although these comments are being submitted after your requested deadline, it is our hope that the City would still benefit from them.

- **Goals, Page 5-2: Goal 1** states the need for cooperation and collaboration to plan for the development, preservation, and enhancement of the transportation system. **Goal 2** expresses the need for sustainability and the need to limit expansion of roadways. Ramsey County looks forward to continued cooperation with the City as projects are identified and developed. Because the City and County are quite fully developed, the implementation of Travel Demand Management (TDM) and Travel System Management (TSM) projects will be crucial to preserving the safety and efficiency of the transportation system during the course of plan's timeline.
- **Sustainable Transportation, Pages 5-3 and 5-4:** The practices described in this section will be crucial to maintaining a working system of roads. Item 3 in this section, Appropriate Roadway Design could add a measure that sustainability involves designs that do not preclude later adoption of new technologies. Item 4 in this section is often overlooked: the recycling of construction materials, such as bituminous and concrete surfacing, is required on Ramsey county projects and is a key element of sustainable maintenance and construction practice, as well as being fiscally responsible.
- **Non-Motorized Transportation, Pages 5-19-21:** The accommodation of non-motorized travel is an important safety element and Ramsey County looks forward to

Excellence • Respect • Diversity

working with the City to incorporate accommodations to non-motorized travel into projects as they develop and to remove impediments to non-motorized travel on existing facilities.

- **Twin Lakes Redevelopment, Page 5-27:** Ramsey County will work with the City to implement the traffic mitigation measures identified in the Twin Lakes Business Park AUAR as the redevelopment is accomplished.
- **Trunk Highway 36, Page 5-27:** Ramsey County concurs with the City's position that access to Trunk Highway 36 from Hamline Avenue (CSAH 50) should be preserved to alleviate additional pressures on the adjacent interchanges of Snelling Avenue (TH 51) and Lexington Avenue (CSAH 51).
- **Future Transportation System, Pages 5-29 to 5-41:** The traffic analyses contained in this section appear sound, and consistent with County, State, and Met Council modeling. The plan's recognition that expanding roadways to meet demand is not sustainable, and its identification of Travel Demand management (TDM) and development of Transit Oriented Development (TOD) to preserve our citizens' mobility is commendable. Ramsey County is committed to working with the City to manage traffic on the County system and with the City and State to upgrade the Trunk Highway 36 interchanges with Rice Street (CSAH 49) and Lexington Avenue (CSAH 51) and to incorporate transit improvements into the road system.
- **Non-Motorized Travel, Pages 5-38 and 5-41:** Ramsey County Public Works is working with Active Living Ramsey County! to develop standards for the safe accommodation of non-motorized travel along the County road system.

Thank you for accepting these additional comments. If you have any questions, please feel free to contact me at janet.guthrie@co.ramsey.mn.us or (651) 266-8021.

Sincerely,

Janet M. Guthrie
Senior Policy Analyst

cc: Connie Catlin, Director, Policy Analysis and Planning
Ken Haider, Director, Public Works

Please return this form by November 14, 2008 to Jamie Radel, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113.

- ☒ Comprehensive Plan reviewed and there are no comments at this time.
☐ Comprehensive Plan reviewed and comments are attached.
☐ Comprehensive Plan reviewed and comments were sent via _____

John Ward
Signature of Reviewer

Mounds View Sch. District

10-29-08

Date



2660 Civic Center Drive ♦ Roseville, Minnesota 55113
651-792-ROSE ♦ TDD 651-792-7399 ♦ www.ci.roseville.mn.us
Recycled paper - 30% post-consumer content

Jamie Radel

From: VANDERWALL, JAN [JAN.VANDERWALL@isd623.org]
Sent: Wednesday, November 19, 2008 10:46 AM
To: Jamie Radel
Cc: THEIN, JOHN; ZAKARAS, MERRIE
Subject: RE: comp plan review

Jamie

I am a member of the PWET commission. I reviewed it as it was going through our commission, and made several comments at that time.

I am sorry not to have responded sooner to your requests; but I will provide you some comments regarding the plan below..

I hope these few comments that may be useful to you.

The strong partnership of our district and our major city is a major asset for our school students. Your work to improve the general health of our residents, through exercise, safer roadways and a capable infrastructure, supports our schools as well as our students.

Our schools support the expansion of the city pathway network, especially in those areas that allow our students to walk to school safely – highest priority is the County Road B2 pathway between Lexington and Rice Street, a pathway that would serve several schools in our community.

Our teachers and students also appreciate and use the educational resources of the Harriet Alexander Nature Center and other parks extensively. As a district we are also very interested in environmental issues and support the city agencies as they try to improve our environmental profile.

Our city/school district partnerships for the Gymnasiums and at the Ice Arena where our Hockey teams play their home games are all important to both of our organizations. Sports are a great community spirit boost for our residents, and the school district is very appreciative of the City's cooperative approach on our athletic facilities.

We appreciate the opportunity to participate in the comp plan process.

Thank you.

Jan Vanderwall
651-635-1609

From: Jamie Radel [mailto:jamie.radel@ci.roseville.mn.us]
Sent: Wednesday, November 19, 2008 10:01 AM
To: VANDERWALL, JAN
Subject: comp plan review

Jan-

I spoke with Nancy Zakarias in John Thein's office and she said that she forwarded the request to review our Comprehensive Plan on to you. Have you had a chance to look over our plan? If you have any questions, please do not hesitate to contact me. We would like to be able to bring the plan through the adoption process for submission to Metro Council as soon as possible and cannot do that without comments from the affected jurisdictions.

I hope all is well.

11/19/2008

The logo features a light blue map of the Capitol Region Watershed District, showing the outlines of Minnesota and Wisconsin with a river flowing through them. The text "Capitol Region Watershed District" is written in a large, blue, serif font to the right of the map.

Capitol Region Watershed District

Energy Park Plaza, 1410 Energy Park Dr., Suite 4 St. Paul, MN 55108
Phone: (651) 644-8888 Fax: (651) 644-8894 www.capitolregionwd.org

November 19, 2008

Jamie Radel
Community Development Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: City of Roseville Comprehensive Plan

Dear Ms. Radel:

We have received a copy of the draft City of Roseville Comprehensive Plan, dated October 14, 2008. Staff and the Managers have reviewed Chapter 8 of the Plan on Environmental Protection and find it to be consistent with the Capitol Region Watershed District's (CRWD) 2000 Watershed Management Plan. The District offers the following comments regarding Chapter 8 of the Comprehensive Plan:

1. **Issue**

The chapter identifies clear goals and policies, but does not include specific activities to achieve these goals in the Implementation Section.

CRWD Recommendation

Reference specific ordinances that help achieve the identified goals or reference a more detailed implementation plans such as the City Local Water Plan.

2. **Issue**

Page 8-5 states that CRWD is the Local Government Unit (LGU) in charge of administering the Wetland Conservation Act (WCA) in a portion of Roseville. While CRWD does have rules regulating wetlands, it is not the LGU for WCA in any portion of the District.

CRWD Recommendation

Clarify that Roseville is the LGU for the portion of the City within CRWD boundaries. If it is the City's intention to transfer LGU status to CRWD, include such a statement.

3. **Issue**

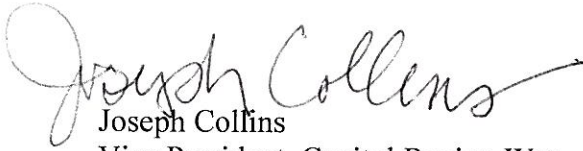
The chapter does not identify the City's role in creating and/or implementing Total Maximum Daily Load (TMDL) studies for impaired waters within the City.

CRWD Recommendation

Include discussion on TMDLs as part of a potential strategy to achieve stormwater quality improvement goals.

Thank you for the opportunity to comment on the Plan. We look forward to working cooperatively with the City in future efforts towards water quality improvement.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Collins". The signature is written in dark ink and is positioned above the printed name and title.

Joseph Collins
Vice President, Capitol Region Watershed District

cc: Judy Sventek, Metropolitan Council Environmental Services
Melissa Lewis, Board of Water and Soil Resources
Deb Bloom, City of Rosville



RICE CREEK WATERSHED DISTRICT

4325 Pheasant Ridge Dr. NE #611 • Blaine, MN 55449-4539

Phone: 763-398-3070 • Fax: 763-398-3088

www.ricecreek.org

November 26, 2008

Jamie Radel
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: Roseville 2030 Comprehensive Plan

Dear Jamie Radel,

The Rice Creek Watershed District (RCWD) has reviewed the City of Roseville 2030 Comprehensive Plan, dated October 14, 2008. The Plan is very comprehensive and includes extensive references to sustainability throughout the chapters. The Plan also includes a Chapter on environmental protection. The Comprehensive Plan is consistent with the Roseville Comprehensive Surface Water Management Plan as it currently exists; however, it has not yet been approved by the RCWD. The RCWD offers these comments as relate to the 2030 Comprehensive Plan:

1. The Plan could include additional information (Chapter 8 goals & policies and implementation) on the impaired waters listed as part of the Clean Water Act, section 303(d), within the City. Lake Josephine is listed as impaired for aquatic recreation as a result of excess nutrients and Little Johanna is impaired by mercury. A map could be added that shows the location of these resources.
2. Policy 4.2 of Chapter 8 could include reference to the recently adopted RCWD Rules found at www.ricecreek.org/permits.

The RCWD appreciates the opportunity to comment on the City's Comprehensive Plan and looks forward to collaboration in the future. Please contact me with questions at (651) 770-8448 or nlefevre@eorinc.com.

Sincerely,

Nancy-Jeanne LeFevre
Emmons & Olivier Resources, Inc.

c: Doug Thomas, RCWD
Jennifer Olson, EOR



Minnesota Department of Transportation

Metropolitan District

Waters Edge
1500 West County Road B-2
Roseville, MN 55113-3174

December 31, 2008

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

SUBJECT: Roseville 2030 Comprehensive Plan, Mn/DOT Review # CPA08-054
Roseville/Ramsey County
Mn/DOT Control Section # 6212

Dear Mr. Paschke:

Thank you for the opportunity to review the draft 2030 City of Roseville Comprehensive Plan. Mn/DOT's staff has reviewed the document and has the following comments:

Mn/DOT is encouraged by the plan's attention to Access Management and its correlation between safe and efficient roadways. The plan has also done an excellent job of analyzing future roadway deficiencies along with the potential roadway and transit improvements, needed to mitigate future congestion.

Mn/DOT looks forward to continuing the work with the City of Roseville to insure consistency between the City of Roseville's Comprehensive Plan and the Mn/DOT 2030 TSP which is currently under development.

If you have any questions concerning this review, please feel free to contact me at (651) 234-7792.

Sincerely,

Jon P. Solberg
Senior Planner

A handwritten signature in black ink, appearing to read "Jon P. Solberg", written over a light blue horizontal line.

Copy via Groupwise:

Tod Sherman
Marc Goess
Wayne Lemaniak
Ann Braden / Metropolitan Council

File Copy:

Mn/DOT Division File CS 6212
Mn/DOT LGL File Roseville

Summary of Comprehensive Plan Comments

Jurisdiction	Suggested Changes to Comprehensive Plan	Has it been addressed?	Item Requiring Follow Up or Coordination
Cities			
Arden Hills	No suggested changes to draft Plan		▪ Pathway coordination ▪ Snelling Avenue corridor coordination ▪ Rental housing issues ▪ Joint park and recreation planning
Falcon Heights	No suggested changes to draft Plan		
Lauderdale	No suggested changes to draft Plan		
Little Canada	No suggested changes to draft Plan		▪ Rice Street Corridor and bridge ▪ Northeast Diagonal
Maplewood	No suggested changes to draft Plan		
Minneapolis	No suggested changes to draft Plan		▪ Issues around land use and Hwy 280 ▪ Inflow and infiltration
New Brighton	No suggested changes to draft Plan		
Shoreview	No suggested changes to draft Plan		▪ Rice Street Corridor coordination ▪ Victoria Street roadway issues
St. Anthony	No suggested changes to draft Plan		
St. Paul	Chapter 5: Page 5-23 bus fares out of date Chapter 6: ▪ Page 6-1 – Important to mention mix of tenure or mix of ownership/rental housing ▪ Policy 1.5: Add other neighboring jurisdictions to potential partners ▪ Policies 3.4 & 3.5: Noted perceived inconsistency	Updated Page 5-23 Felt that this was addressed Integrated on Page 6-2 Did not feel the policies were inconsistent	

Jurisdiction	Suggested Changes to Comprehensive Plan	Has it been addressed?	Item Requiring Follow Up or Coordination
County			
Ramsey	- Page 8-5 – Text should indicate the Ramsey County Lake Management Program conducts annual water quality sampling and provides data for several lakes identified as Priority Lakes within the plan, including Bennett, Josephine, Owasso, and McCarrons. - Page 8-5 – Capitol Region Watershed District is not the LGU for the WCA. - Page 9-4 – Clarify the parcel in which the County is exploring an alternative use. - Page 9-4 – On Figure 9.1, remove “Beach” from the legend and add “Woodview” to Ramsey County Open Space. - Page 9-7 – On Figure 9.2, clarify symbology for “County Park” and “Urban Park” are difficult to distinguish add “Woodview” to Ramsey County Open Space. - Page 9-9 – In the narrative number 3, it is unclear about what County lands are being referenced. - Figure 9.4 – Clarify purpose of figure.	Integrated on Page 8-5 Integrated Page 8-8 Statement struck Integrated Page 9-4 Integrated Page 9-7 Statement Struck Improvement in narrative Page 9-8	
School Districts			
Moundsview	No suggested changes to draft Plan		
Roseville Area	No suggested changes to draft Plan		
Watershed Districts			
Capitol Region	Comments on Chapter 8: Chapter does not include specific activities to achieve goals in the Implementation Section. Suggest that City reference specific ordinances that help to achieve goals or reference a more detailed implementation plan, such	Did not integrate recommendation	

	as City Local Water Plan. ▪ Clarify on page 8-5 that Roseville is RGU under the Wetland Conservation Act, not CRWD ▪ Does not identify the City's role in creating and/or implementing Total Maximum Daily Load studies for impaired waters within the City. Suggest inclusion on discussion on TMDLs as part of potential strategy to achieve stormwater quality improvement goals.	Integrated on Page 8-5 Integrated on Page 8-3	
Grass Lake			
Rice Creek	▪ Could include additional information on impaired waters—Lake Josephine is listed as impaired for aquatic recreation and Johanna is impaired by mercury. Suggest adding a map referencing. ▪ Policy 4.2 of Chapter 8 could include a reference to the recently adopted RCWD Rule.	Integrated on Page 8-3 Did not integrate recommendation	



November 21, 2008

Jamie Radel, Community Development
City of Roseville
2660 Civic Center Drive
Roseville MN 55113

RE: Informal Review of the Roseville 2030 Comprehensive Plan Update

Dear Ms. Radel:

Metropolitan Council staff informally reviewed the October 16, 2008 draft of the City of Roseville Comprehensive Plan (Update). In the informal review, staff focused on whether the Update appeared to be complete and identified any major system issues or policy conflicts. Staff offers the following informal review comments. If you have questions about the staff comments, please contact the individual reviewers as identified.

The informal review process found the following sections **complete for review** and did not identify any system issues or policy conflicts: Aggregate Resources, Historic Preservation, ISTS, Parks, and Solar Access Protection.

Aggregate Resources (Jim Larsen, 651-602-1159)

The Update is complete for review of aggregate resource protection. The Update appropriately indicates that there are no known deposits of viable aggregate resources within the community, so no further response is necessary.

Historic Preservation (Tori Dupre, 651-602-1621)

The Update is complete for historic resource preservation. The Update (page 6.2) includes Policy 2.8 that identifies and encourages the preservation of historic homes and neighborhoods.

Individual Sewage Treatment Systems (Jim Larsen, 651-602-1159)

The Update is complete for Individual Sewage Treatment Systems (ISTS) element. The submission indicates the community is fully served by a local wastewater collection system that ultimately flows to the MCES system, and that no ISTS remain in operation.

Parks (Jan Youngquist, 651-602-1029)

The Update is complete for regional parks. The Update identifies existing and proposed regional trails. Staff suggests that the Pathway Master Plan Map (Figure 9.3, page 9-8) acknowledge the regional trails either labeled on the map, or noted in the legend. The Update's text needs to include a description of the proposed regional trails.

Solar Access Protection (Tori Dupre, 651-602-1621)

The Update is complete for review of solar access protection, and the Update addresses solar access protection on page 5-12.

The following sections of the Update are considered **incomplete**. The City needs to make the following changes to the Update before submitting it to the Council for formal review.

Aviation (Chauncey Case, 651-602-1724)

The Update is incomplete for Aviation review. The City needs to include current references to MnDOT rules and to Federal Aviation Administration notification. The City can access the MnDOT Aeronautics web page, and check the text included in "Tall Towers." Similarly, the City may find the Local Planning Handbook resource materials regarding aviation and FAA notification at <http://www.metrocouncil.org/planning/LPH/LPHSect4.pdf#page=10>.

Forecasts (Dennis Farmer 651-602-1552)

The Update is incomplete for forecast-related information. The Update includes complete forecasts in the Community Context and Housing and Neighborhoods chapters, sewer-area forecasts in the Utilities chapter, and socioeconomic forecasts in the Transportation chapter.

The Update's Transportation chapter forecasts appear inconsistent with other forecasts in the document. The Update's forecasts need to be consistent throughout, and the total population and employment (Table 5-19) need to match the Council's citywide system statement forecasts, shown in the following table:

	2010	2020	2030
Households	15,500	16,000	16,500
Population	36,000	37,000	38,300
Employment	42,500	44,700	46,100

The Update (Page 3-8) states that Roseville's forecasted average household size is 2.32 persons, representing an increase over the Census 2000 household size of 2.2.

Roseville's forecasted average household size remains constant at approximately 2.2. The higher (2.32) number represents the total forecasted population, divided by the forecasted number of households. However, average household size is typically measured by dividing the population in households (i.e. excluding residents of general quarters) by total households. Assuming that the number of Roseville residents living in general quarters remains constant (about 2,000), Roseville's average household size is roughly 2.2 for 2010, 2020, and 2030.

Housing (Linda Milashius, 651-602-1541)

The Update is incomplete for housing. The Update (page 6-11) addresses the City's affordable housing needs and fulfills the Land Planning Act's affordable housing planning requirements. The Update acknowledges the City's share of the region's affordable housing need, from 2011 to 2020, of 201 units. It also provides the implementation tools and strategies to address that need.

However, the update needs to include a land use table, as noted below, that provides the acres and corresponding density ranges for medium and high density housing development or redevelopment for the 2010-2020 timeframe. This information shows that the City has designated sufficient

developable land (either through vacant land or redevelopment sites) at appropriate densities, to assist in meeting their housing needs number of 201 affordable housing units.

Land Use and Residential Density (Lisa Barajas, 651-602-1895)

The Update is incomplete for land use review. The Update's Land Use chapter needs to include a future land use table that matches the land use categories. The table is available at <http://www.metrocouncil.org/planning/LPH/forms/LandUse5year.doc>. The City may use its own, 2030 future land use categories as described in the text. The City may also tailor the table's staging sections to evaluate any increases in development intensity with any proposed land use changes.

While the Update provides land use descriptions (page 4-6), it needs to include the minimum and maximum densities for the 2030 residential land use categories. It also needs to include the percent of residential use allowed in the Community Mixed Use and Neighborhood Business Use areas, and the residential density range.

Local Surface Water Management (Judy Sventek, 651-602-1156)

The Update is incomplete for local surface water management requirements. Roseville lies within the Grass Lake, Rice Creek and Capitol Region watersheds. Rice Creek Watershed District's watershed management plan was approved by the Board of Water and Soil Resources (BWSR) in 1997. Capitol Region Watershed District's watershed management plan was approved in 2000 and Grass Lake Watershed Management Organization's watershed management plan was approved in 2003. Roseville completed a Comprehensive Surface Water Management Plan (CSWMP) in 2003.

The Update refers to the 2003 CSWMP. Since 2003, the Metropolitan Council updated its Water Resources Management Policy Plan (WRMPP). The WRMPP includes some new requirements for local water management plans which are not covered in the city's 2003 CSWMP. Therefore, the Update's CSWMP needs to include information on the following issues, either in this element, or in a separate letter.

1. CIP - The CSWMP's capital improvement program (CIP) includes 2009. Since the CSWMP states that the City prepares a new CIP every 5 years, the Update needs to include the updated CIP.
2. Wetland Assessment – The CSWMP Policy 5.1, Goal 5, states that the City will work toward developing and maintaining an inventory of wetlands within high priority areas by 2008. The Update needs to include a citywide function and value assessment of all the wetlands to allow categorization of the wetlands into various classes, and allow a rational basis for protecting or utilizing the wetlands for storm water treatment. If this action has not been completed, the City needs to identify when it plans to complete the inventory.
3. Numeric Goals - The CSWMP states that numeric goals for waterbodies will be developed in 2006. The Update needs to include quantifiable and measurable goals for lakes that help the City evaluate whether the goals and objectives are met. The Update needs to indicate when the City intends to complete this action.
4. Impaired Waters - The CWSMP does not include a list of impaired waters either within the City, or a discharge-receiving water body. The Update and revised CSWMP need to identify the City's role in addressing the impaired waters, and provide a specific policy or goal related to nondegradation. The Council's WRMPP requires both of these elements.

5. SWPPP - The 2003 draft CSWMP had an appendix for the Stormwater Pollution Prevention Plan (SWPPP), but the SWPPP was not in the Appendix. The CSWMP needs to include a copy of the City's SWPPP.
6. Update -- The City will need to revise their CSWMP within two years of the date that the watersheds update their watershed management plans. Capitol Region and Rice Creek Watershed Districts are both in the process of updating their watershed management plans.

Plan Implementation (Tori Dupre, 651-602-1621)

The Update is incomplete for review for plan implementation. The Update (11-5) describes the required elements of the implementation plan, including changes to the City's official controls and the City's capital improvement plan. The final Update needs to include the City's CIP.

Transportation (James Andrew, (651-602-1721)

The Update is incomplete for review of transportation.

- Transportation Analysis Zones (TAZ) (Bob Paddock, 651 602-1340)
The Update is incomplete for TAZ. The Update includes both a TAZ Boundary map (*Figure 5-12*) and Forecasts by TAZ table (*Table 5-19*). However, the table needs to include households, and the totals need to match the City's system statement forecasts on page 3-8. The Update's numbers in Table 5-19 reflect the entire TAZ, not the City's portion. For example, the TAZ 972 population for 2030 is 2,164, but Roseville's portion is only 1,346. The remainder is within Falcon Heights which shares TAZ 972.
- Roadway Functional Classification - The Update includes a map (Figure 5-5) and text that accurately describe Roseville's roadways and functions.
- Highways and Roads - The Update's highways and roads section is complete.
- Bicycle and Pedestrian -- The Update's bicycle and pedestrian element is complete. The Update includes a map of existing on and off-road non-motorized routes, references the Pathway Master Plan and includes principles to guide that plan.
- Transit -- The Update's transit section is complete. The City needs to address the following:
 1. Indicate that the City is within the Metropolitan Transit Taxing District, and Market Areas II and III.
 2. Indicate that Regional Transit Board (RTB) is now Metropolitan Council.
 3. Remove the statement (section 5-21) noting discussion between the owners of Rosedale Mall and Metro Transit regarding the elimination of the park-and ride facilities at the transit hub.
 4. Note (section 5-23) that bus service in and around Roseville was restructured by Metro Transit in 2001 as part of Sector 2 Restructuring Study.
 5. Clarify that the Northeast Diagonal Transitway (Figure 5-11) is not identified as a transitway in either the current or draft Transportation Policy Plan.

Wastewater (Roger Janzig, 651-602-1119)

The Update is incomplete for review for wastewater resources. The Update needs to address the following:

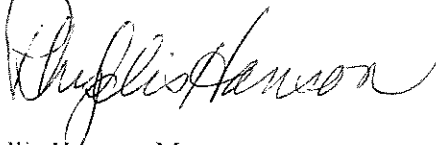
1. Provide a larger sewer map showing the City's existing service area, proposed trunk sewer system through 2030, and ultimate sewer service area.
2. Identify sanitary sewer service areas on figure 10.3, and include a table showing the projected population, households, employment, and flow forecasts by sewer service area and interceptor for the years 2010, 2020, and 2030.

Water Supply (Sara Bertelsen, 651-602-1035)

The Update is incomplete for review of the water supply plan. The Update needs to include the required water supply plan elements, including the completed water supply plan template. The Council's water supply plan requirements, and template, are available at <http://www.metrocouncil.org/planning/LPH/LPHSect5.pdf#page=18>.

In summary, the submitted Update has missing items and may require revision. If you have any questions or need further information, please contact Tori Dupre, Sector Representative, at 651-602-1621.

Sincerely,



Phyllis Hanson, Manager
Local Planning Assistance

CC: Kris Sanda, Metropolitan Council District 10
Tori Dupre, Sector Representative
Cheryl Olsen, Referrals Coordinator

Metropolitan Council Informal Review Follow Up

Missing Required Element	Non-required Suggestions/ Clarifications	Action Taken
	Pathway Master Plan Map (Figure 9.3) [now Figure 9.4] should acknowledge regional trails	Did not take action as this is the Pathway Master Plan used as an illustration.
Description of the proposed regional trails		Text added on Page 9-8
Reference to MnDOT and Federal Aviation Administration notification		See Page 5-26
Inconsistent forecasts in Transportation Chapter		Made consistent. See Page 5-30
	Household size description	Clarified on Page 3-8
Table showing acres and corresponding density of housing		Completed on Page 6-12
Table needs to be added to that corresponds to the Land Use categories		Added Future Land Use Table on Page 4-5; five-year development breakout will be submitted with the Comp Plan.
Include residential land-use densities and percent of residential uses allowed in Future Land-Use categories		When appropriate, residential densities and percent of area were added to categories on Pages 4-7 – 4-10
	Items absent from the Comprehensive Stormwater Management Plan	The City cannot update its plan until the Watershed Districts update theirs. The City will be sending a letter to Met Council describing how it will address the outdated or missing items from its CSWMP as part of that plan's update.
Include the City's Capital Improvement Plan		The City will include this in a final document submitted to the Metropolitan Council.
TAZ projections need to be revised to include only Roseville information		Revision completed on Page 5-30

Larger sewer map		Will include with submission.
Identify sanitary sewer areas on Figure 10-3		Completed on Page 10-3
Table showing projected flows by sewer service area		To be submitted to the Metropolitan Council with the Plan, but not included in the Chapter.
Water Supply Plan		To be submitted to the Metropolitan Council with the Plan, but not included in the Chapter.

Extract of the DRAFT Meeting Minutes of the January 7, 2009 Planning Commission Meeting

b. PROJET FILE 0004

Consideration of the final draft of Roseville's 2030 Comprehensive Plan; the Planning Commission's recommendation will be forwarded to City Council for final action.

Chair Bakeman opened the Public Hearing for Planning File 0004.

Community Development Director Patrick Trudgeon introduced tonight's discussion of the Comprehensive Plan Update, noting that it had been a long process. Mr. Trudgeon assured Commissioners not to let the variation in size of the former Comprehensive Plan compared to the Updated Plan be of concern; noting that the Update was a vital document and all-inclusive, while the former plan had become a mishmash of conflicting purposes and Master Plans.

Economic Development Associate Jamie Radel reviewed the culmination of the year-long planning process; significant participation by the City Council-appointed Steering Committee; review by the City's advisory commissions; two (2) public open houses; various public hearings; and review by neighboring jurisdictions and affected units of government and special districts, as well as a preliminary review of the draft by the Metropolitan Council. Ms. Radel advised that, prior to the City Council releasing the draft Plan on October 13, 2008 to those parties, they had made several modifications, including changing the future land use designation for the Har Mar Mall to Community Business, and adding language to the land use implementation strategies regarding parkland and the need for parkland in Planning District 14.

The staff report dated January 7, 2009, included modifications to the draft by the Planning Commission and the City Council; and subsequent comments received to the draft Plan from the reviewing parties (Attachment E), with staff differentiating those specific to the Plan and those of a broader nature. Ms. Radel, as part of the staff report, included several attachments of those responses, the informal review summary letter from the Metropolitan Council and a draft resolution for the Planning Commission to recommend approval of the Plan, as revised following those comments, to the City Council to continue the process. Ms. Radel noted that all comments of reviewing parties had been received, with the exception of the Grass Lake Watershed District, and that their response was anticipated prior to the City Council meeting of January 26, 2009, when the plan was scheduled to come before them for review and action.

Ms. Radel provided as a bench handout, ***attached hereto and made a part thereof***, a list of those items identified by the Metropolitan Council in their informal review that indicated missing elements, non-required suggestions or clarifications, and staff action taken accordingly, depending on those various components. Ms. Radel advised that, jurisdiction comments not included in the Comprehensive Plan Update had been included in the proposed 2009 Work Plan to be addressed later this evening, and appearing more applicable to integration at that time, rather than in the plan itself. Ms. Radel advised that the majority of the comments had been integrated, stricken, or added, depending on their application. As an example, Ms. Radel referenced suggestions of Capitol Region and Rice Creek Water Shed Districts, and the advice of the City Engineer Debra Bloom that they not be included as specific rules in the City's Comprehensive Plan, as there were three (3) different Watershed Districts within the City's jurisdiction each with different specifications. Ms. Radel advised that Ms. Bloom noted that the City's Stormwater Management Plan addressed those items as specified in comments of the Metropolitan Council, and while those comments were not integrated in the Comprehensive Plan that served as an overall guide, they were referenced in the Plan, or would become appendices or exhibits to the Plan (i.e., Capital Improvement Plan and Stormwater Management Plan).

Mr. Trudgeon concurred with those actions and comments, noting that there were numerous documents outside of the Comprehensive Plan that were referenced by the plan without incorporating them as rules or specifics, since those documents were subject to change by those outside agencies rather than the City, and if integrated would then require the Comprehensive Plan to be updated or become inconsistent with those outside agency documents.

Chair Bakeman addressed goals and implementation strategies following revisions by the Steering Committee, Planning Commission and City Council, specific to the implementation section; with Ms. Radel responding that implementation comments from other agencies were not included, as they were specific to City ordinance and would be addressed at that time, rather than implementing that level of detail in the Comprehensive Plan.

Commissioner Doherty asked if staff had seen that level of detail in the plans submitted for review to the City of Roseville by neighboring cities; with Ms. Radel responding negatively.

Commissioner Wozniak, in reviewing the five (5) page memorandum received with Metropolitan Council comments, questioned if staff had anticipated this level of review detail; and whether the number of comments indicated any lack of attentiveness of the Consultant working on this project with the City.

Mr. Trudgeon advised that the Metropolitan Council reviewed a combination of items in the Plan, including technical, background, and some inapplicable (i.e., airport) from their standard review criteria. Mr. Trudgeon opined that he was not displeased with their comments; and while he would have preferred their letter to say the draft Plan was "perfect," that it would have been unrealistic. Mr. Trudgeon advised that, overall, he was pleased with their response, and that inclusion of tables and other exhibits could now be included as indicated; and opined that the City appeared, from the comments received from the Metropolitan Council, to be on the right track. Mr. Trudgeon advised that the City had hired two (2) outside proofreaders to review the document, in addition to staff, to attempt to provide for consistencies. Mr. Trudgeon further opined that the Commission and City should be proud of the resulting document.

Commissioners thanked staff for their extensive work on this project throughout the process.

Chair Bakeman concurred, opining that the document had come along way from its inception, and was looking very good.

Chair Bakeman closed the Public Hearing at 8:03 p.m., with no one appearing to speak.

MOTION

Member Doherty moved, seconded by Member Bakeman ADOPTION OF RESOLUTION NO. 2009-01 ENTITLED, "A RESOLUTION RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF THE CITY OF ROSEVILLE 2030 COMPREHENSIVE PLAN;" as presented in the staff report dated January 7, 2009.

Commissioner Doherty opined that staff should all be congratulated for their work and their perseverance.

Ayes: 7

Nays: 0

Motion carried.

**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 Planning Commission of the City of Roseville, County of Ramsey, Minnesota was duly held on the 26th day of January, 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

**Preliminary Approval of the
City of Roseville 2030 Comprehensive Plan**

WHEREAS, the city of Roseville (the City) is located within the seven-county jurisdiction of the Metropolitan Council.

WHEREAS, the City has initiated a decentennial update of its Comprehensive Plan as required under Minnesota Statute 473.864, Subd. 2.

WHEREAS, the City hired Hoisington Kogler Group Inc. to lead the planning process, appointed a Steering Committee to provide feedback to the consultant, and sought public input into the development of the Plan through focus groups, public open houses, and public hearings.

WHEREAS, on October 13, 2008, the City Council released the draft 2030 Comprehensive Plan (the Plan) to neighboring jurisdictions and affected special districts for their review and comment as is required under Minnesota Statute 473.858, Subd 2.

WHEREAS, the City has received comments from all neighboring jurisdictions and affected special districts and revised the Plan when appropriate.

WHEREAS, on January 7, 2009, the Planning Commission held a public hearing on the draft Plan and unanimously passed a resolution recommending the draft 2030 Comprehensive Plan for adoption by the City Council as required by Section 201.07 of Roseville's City Code.

NOW, THEREFORE, BE IT RESOLVED, the City Council, subsequent to Metropolitan Council review, grants preliminary approval of the 2030 Comprehensive Plan and authorizes submission of the Plan to the Metropolitan Council for its review.

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

and the following voted against the same:

WHEREUPON said resolution was declared duly passed and adopted.

1/21/09 Email and
attachment added
to packet

From: Amy Ihlan [amy@briollaw.com]
Sent: Wednesday, January 21, 2009 10:48 AM
To: Bill Malinen
Cc: Margaret Driscoll; *RVCouncil
Subject: An article to add to council packet

Attachments: Stacy Mitchell -- Big, Empty Boxes.pdf

Dear Bill,

Could I please add the attached article: Stacy Mitchell, "Big, Empty Boxes" to the discussion materials for the draft comprehensive plan next Monday?

Thank you!

Amy

Amy J. Ihlan
Briol & Associates, PLLC
3700 IDS Center
80 S. 8th St.
Minneapolis, MN 55402
(612)337-8410
Amy@Briollaw.com

Please visit us on the web at www.briollaw.com

StarTribune.com MINNEAPOLIS - ST. PAUL, MINNESOTA

Stacy Mitchell: Big, empty boxes

By STACY MITCHELL

January 15, 2009

Abandoned big-box stores, dead and dying strip malls and empty storefronts are about to join foreclosed houses as one of the defining features of the American landscape in 2009.

Within a few months, more than one-eighth of the country's retail space will be sitting vacant, according to some estimates. That's about 1.4 billion square feet, or 50 square miles, of empty store space, ringed by roughly 150 square miles of useless parking lot.

It will be tempting to blame the weak economy for all of this wreckage. But the recession has merely been the trigger. This avalanche of vacant retail, much like the mortgage crisis, has been a long time in the making.

Since the early 1990s, the pace of retail development has far outstripped growth in spending. Between 1990 and 2005, the amount of store space in the United States doubled, ballooning from 19 to 38 square feet per person. Meanwhile, real consumer spending rose just 14 percent.

With big chains, like Wal-Mart, Target and Home Depot, leading the way, retail development became, to a large extent, a predatory enterprise. Waves of ever-bigger big-box stores and new shopping centers have succeeded, not by satisfying growing demand, but by cannibalizing sales, first from downtowns and older malls, and then from other recently built shopping centers and big-box stores.

City officials have been largely complicit in this merry-go-round. Many have clung to the idea that building new stores creates jobs and tax revenue, when all most of these projects do is siphon economic activity from other parts of town. By zoning plenty of open land for retail, cities have given developers little incentive to redevelop older shopping centers. Why bother when fresh ground waits a mile up the road?

Long before the financial crisis hit, PricewaterhouseCoopers had deemed the United States vastly "overstored." In a 2003 report, the investment research firm declared that the "most overretailed country in the world hardly needs more shopping outlets of any kind." But few cities heeded that warning. Indeed, even as the economy began to slow in 2007, retail development continued at a furious pace, with more than 140 million square feet of new shopping centers and big-box stores opening.

We now face a painful reckoning. Already, many communities are saddled with dying malls and derelict big-box stores. In Minnesota, abandoned Wal-Mart stores have been

sitting idle in Albert Lea and Owatonna for years, while Brookdale, the mall in Brooklyn Center, is fast approaching 50 percent vacancy.

The situation is likely to get much worse in the coming months as major chains and smaller retailers close tens of thousands of outlets nationwide.

Vacant stores are not only eyesores. These blighted properties can drag down home prices in surrounding neighborhoods, undermine otherwise healthy businesses nearby and deter new investment.

Sometimes cities manage, often with a great deal of effort, to find a new use for one of these sites, but most abandoned big-box stores and strip malls remain that way for years. These buildings are not particularly suited to activities other than retailing, and there are far more of them than potential uses.

The only way to ensure that the coming wave of deserted stores and shopping centers does not become a persistent blight on the landscape and a drag on local economies for decades to come is for cities, working together across metro regions, to sharply limit what can be built on undeveloped land.

If colonizing fresh land were no longer an option, developers would be far more likely, once the recession ends, to recycle idle malls and vacated big-box stores. These constraints would also encourage more efficient use of land. Single-story box stores with surface parking would give way to multistory buildings that mix housing with retail.

Indeed, this is precisely what is happening in Oregon, where urban growth boundaries limit sprawl and protect the countryside from development.

In the Portland metro, developers are eyeing aging strip malls built in the 1960s and '70s as sites for new multistory buildings that would combine housing on the upper floors with retail below. According to one estimate, as much as 70 to 80 percent of the metro region's growth could be accommodated by redeveloping empty or underused properties.

It's too late to prevent the rash of retail vacancies that will emerge in the coming months, but, by putting an end to years of massive overbuilding and sprawl, we can ensure that these sites are first in line for redevelopment.

Stacy Mitchell is senior researcher with the New Rules Project (newrules.org) at the Institute for Local Self-Reliance of Minneapolis and Washington, D.C. She is the author of "Big-Box Swindle: The True Cost of Mega-Retailers and the Fight for America's Independent Businesses."

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From: Amy Ihlan [amy@briollaw.com]
Sent: Wednesday
Malinen
Cc: Margaret Driscoll; *RVCouncil
Subject: 2 additional items for comprehensive plan discussion

Attachments: Bloomington

1/21/09 Email and
attachments added
to packet

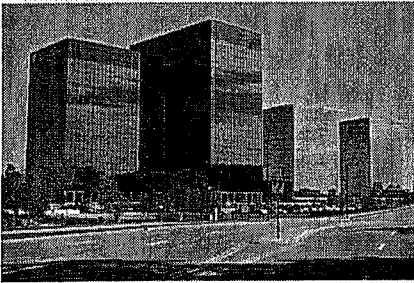
Attached are 2 additional items that I would like to include in the council materials for discussion of the draft comprehensive plan update. These are excerpts from the Bloomington and Edina Comprehensive Plans, describing their land use categories.

Thanks again,

Amy

Amy J. Ihlan
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Minneapolis, MN 55402
(612)337-8410
Amy@Briollaw.com

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Land Use Guide Plan

To guide land use and development, the *Comprehensive Plan* includes a *Land Use Guide Plan* (attached as a fold out colored map) that depicts designated future land uses for all parcels within the city. The land use designations in the *Land Use Guide Plan* work hand-in-hand with zoning districts to implement the City's land use vision. While zoning districts operate on the micro level with detailed development limitations and performance standards, the future land use designations operate on the macro level and deal with broader land use issues. Zoning districts may allow specific uses that are not allowed under the future land use designations, and vice versa. For a development proposal to be approved, however, the proposed land use must comply with both the applicable zoning district and future land use designation.

2.6 Future Land Use

This section explains the range of land uses that are allowed in each land use designation. Occasionally, landowners submit applications to amend the land use designation that applies to their property. In evaluating requests for such amendments, the City will carefully consider 1) whether there has been a change in the factors upon which the existing designation was originally adopted that would justify the amendment (for example, the opening of a new freeway ramp or transitway or the change in air traffic noise) and, if not, 2) whether the proposed use constitutes an unanticipated development opportunity that would better serve the city and the surrounding neighborhood than the uses envisioned by the existing designation.

Low Density Residential

This designation allows residential development between zero and five dwelling units per acre. Typical development includes detached single family homes, although cluster housing below five units per acre and individual two family units meeting the minimum lot size requirements of the Zoning Ordinance are also allowed. Access requirements in this designation are low compared to other uses and this designation should generally be avoided in areas with excellent access to transportation facilities. In areas with steep slopes or other natural features worthy of protection, clustered housing design or large lots are appropriate to protect natural resources.

Medium Density Residential

This designation allows residential development between five and 10 dwelling units per acre. Typical development includes townhomes, patio homes, two family dwellings, condominiums, and low rise apartments. Access requirements in this designation are moderate, therefore locations with access to nearby arterial and collector streets are most appropriate.

High Density Residential

This designation allows residential development greater than 10 dwelling units per acre. Typical development includes multiple story apartments and condominiums. Given that access requirements for high density residential uses are high, this designation should be located only in areas adjacent to arterial and collector streets, and some level of transit service should generally be available.

Public

This designation applies to areas set aside for public uses. Typical uses include parks, schools, fire stations, municipal buildings, libraries, and open space. Access requirements of public uses vary widely and must be evaluated according to the nature of the particular use.

Quasi-Public

This designation, when combined with the proper zoning, provides areas throughout the community for privately owned uses that resemble public uses such as churches, private schools, private country clubs, nursing homes, funeral homes, day care, and private cemeteries. Certain open spaces used for utility transmission lines are also included. Access requirements of quasi-public uses vary widely and must be evaluated according to the nature of the particular use. Larger traffic generators should be located adjacent to arterial or collector streets.

Conservation

This designation applies to areas preserved in their natural condition for the protection of habitat, wildlife, and surface water drainage. Typical uses include natural areas, park reserves, wildlife conservation areas, storm water storage and associated facilities. Access to conservation areas should be controlled and roadways which border or cross conservation areas require special design consideration.

Water

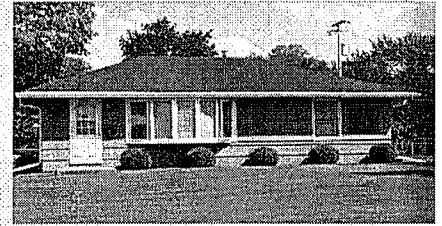
This designation applies to medium and large bodies of water. Typical water bodies receiving this designation include rivers and open water lakes as classified by the Minnesota Department of Natural Resources.

Right-of-Way

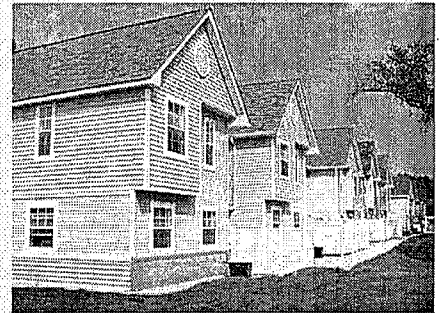
This designation applies to existing public rights-of-way and large areas that are reserved for future right-of-way needs. The designation is not meant to delineate every future right-of-way need and does not substitute for the master right-of-way plan. As portions of parcels are dedicated or otherwise acquired for right-of-way purposes, their designation is automatically changed to the Right-of-Way designation without formal plan amendment.

Office

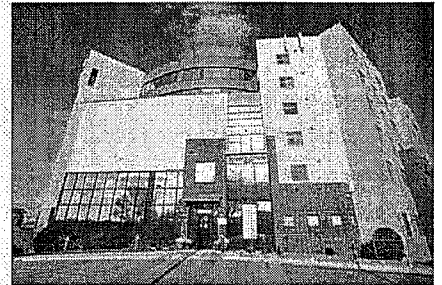
This designation allows professional and business offices and related accessory retail and restaurant uses serving the needs of office building tenants. Access requirements for office uses are high, so land should only be designated Office when adjacent to arterial and collector streets. Non-accessory commercial uses are not allowed within this designation based on the desire to establish areas free from the intrusion of more intensive commercial enterprises. Residential uses are allowed within this designation when fully integrated with an office land use and allowed in the underlying zoning district. Due to compatible land use characteristics, hotels are allowed on sites guided Office, provided the site is appropriately zoned for a hotel and within one mile of a freeway interchange.



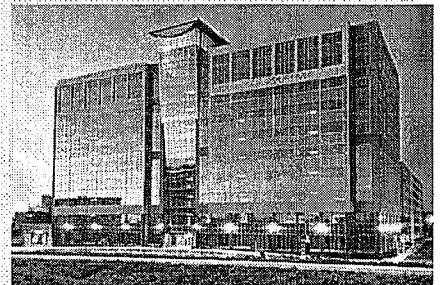
Typical Low Density Residential Use



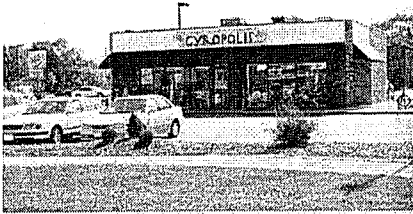
Typical Medium Density Residential Use



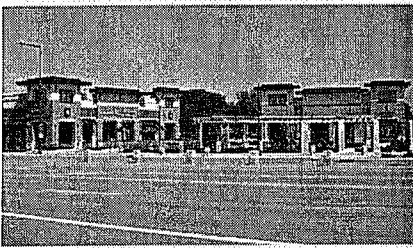
Typical High Density Residential Use



Typical Office Use



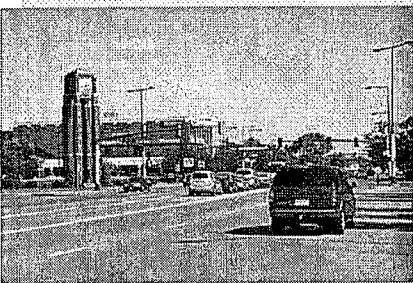
Typical General Business Use



Typical General Business Use



Typical Community Commercial Use



Typical Community Commercial Use

General Business

This designation allows a wide range of commercial uses that are suitable for the relatively small, shallow parcels of the City's neighborhood commercial nodes. Allowed development includes retail and service uses such as neighborhood supermarkets (20,000 sq. ft. and below), small shopping centers (up to 100,000 sq. ft. total with individual tenants of 20,000 sq. ft. or less), drug stores, restaurants (10,000 sq. ft. or less), and gas stations. Office uses are allowed within this designation when integrated with a commercial use or as a stand alone use. Residential uses are allowed within this designation only when fully integrated with a general business land use and allowed in the underlying zoning district. Access requirements for this designation are moderate to high, so land should only be designated General Business when in close proximity to arterial or collector streets. This designation excludes larger scale retail and service uses that require larger parcel sizes or freeway visibility, such as hotels and motels, "big box" retail, medium and large sized shopping centers, hospitals, and automobile sales.

Community Commercial

This designation allows all General Business activities plus additional, larger scale service and retail uses that require larger parcels such as supermarkets and restaurants of any size, medium sized shopping centers (up to 250,000 sq. ft. total with individual tenants of 80,000 sq. ft. or less), and theaters. Hotels and motels are allowed within the Community Commercial designation only when the site is within one mile of a freeway interchange. Office uses are allowed within this designation when integrated with a commercial use or as a stand alone use. Residential uses are allowed within this designation only when fully integrated with a commercial land use and allowed in the underlying zoning district. Access requirements for this designation are high, so land should only be designated Community Commercial when adjacent to arterial or collector streets. This designation excludes regionally oriented retail and service uses that demand easy access from the freeway system such as large shopping centers, "big box" retail, hospitals, or automobile sales.

Regional Commercial

This designation allows all "General Business" and "Community Commercial" activities plus additional service and retail uses that require easy access from the freeway system such as hotels and motels, "big box" retail, large shopping centers, hospitals, and automobile sales. Office uses are allowed within this designation when integrated with a commercial use or as a stand alone use. Residential uses are allowed within this designation only when fully integrated with a commercial land use and allowed in the underlying zoning district. Access requirements of regional commercial uses are very high, so land should only be designated Regional Commercial when it is in close proximity to freeways and adjacent to arterial or collector streets.

Industrial

This designation allows industrial uses including manufacturing and warehousing. Industrial uses are heavy generators of employment and truck traffic and should have locations that are served by arterial and collector streets and close to freeways. Office uses play an important support role in industrial

areas and are allowed within this designation when integrated with an industrial use or as a stand alone use. Unrelated commercial and residential uses including auto sales are not allowed in industrial areas so that they do not interfere with industrial activities.

High Intensity Mixed Use

This designation works together with the HX-2 and CX-2 Mixed Use Zoning Districts to allow only master-planned, high intensity uses that are physically integrated with one another, that will attract visitors from within and beyond the region, and will achieve a magnitude of economic activity sufficient to generate significant additional development on surrounding properties.

Airport South Mixed Use

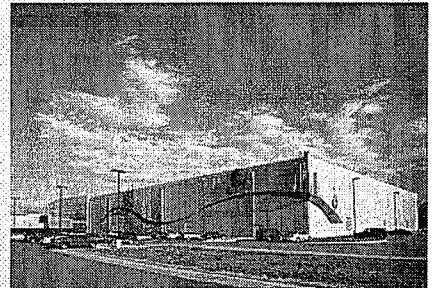
This designation works together with the HX-R Zoning District to foster a mixture of intense, employment oriented, tourist oriented, residential and support uses in areas with excellent transit service. The mixed use vision for this area is implemented through HX-R standards that require residential uses to be included, set minimum development intensities and restrict surface parking.



Typical Regional Commercial Use

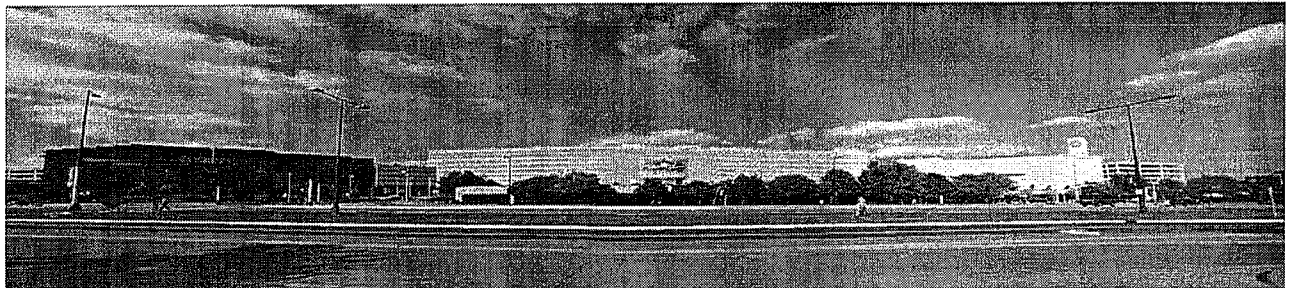


Typical Regional Commercial Use



Typical Industrial Use

Typical High Intensity Mixed Use



Future Land Use Categories. The categories in the table below apply to the Future Land Use Plan. It is important to note that land use categories are not zoning districts – they are broader and more long-term in scope. The land use plan and the zoning ordinance should be consistent with one another, but are not identical. Each land use category may be implemented through more than one zoning district, allowing for important differences in building height, bulk and coverage in different areas of the city. Some revisions to existing zoning districts or creation of new districts may ultimately be needed as part of the implementation of the land use plan.

Land uses are characterized primarily by range of densities or intensities. For residential uses, density is defined in terms of dwelling units per net acre (exclusive of road rights-of-way and public lands). For nonresidential and mixed uses, intensity is typically defined in terms of floor-to-area ratio, or FAR, which refers to the ratio of a building's floor area to the size of its lot. Thus, a maximum FAR of 1.0 could allow for a two-story building covering 50% of the lot; a 3-story building on one-third of the lot, and so on. Building heights are not specified in the table, because height will vary within and between categories, based on neighborhood context, infrastructure, and community design goals. (See the discussion later in this section.)

The “Development Guidelines” in the table below are intended to highlight important design considerations for each land use category, but are not regulatory in nature.



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Table 4.3. Future Land Use Categories

Residential Categories	Description, Land Uses	Development Guidelines	Density Range
LDR Low Density Residential	Applies to largely single-family residential neighborhoods, encompassing a variety of lot sizes and street patterns (see "Character Districts" for more detail). Typically includes small institutional uses such as schools, churches, neighborhood parks, etc.	Massing standards (under development) and impervious coverage limitations would apply to ensure compatibility of infill construction.	1 - 5 units/acre Floor to Area Ratio: per current Zoning Code*
LDA Low-Density Attached Residential	Applies to two-family and attached dwellings of low densities and moderate heights. This category recognizes the historical role of these housing types as transitional districts between single-family residential areas and major thoroughfares or commercial districts. May include single-family detached dwellings.	Introduction of more contemporary housing types, such as low-density townhouses, may be an appropriate replacement for two-family dwellings in some locations, provided that adequate transitions to and buffering of adjacent dwellings can be achieved.	4 - 8 units/acre Floor to Area Ratio: per current Zoning Code*
MDR Medium-Density Residential	Applies to attached housing (townhouses, quads, etc.) and multi-family complexes of moderate density. May also include small institutional uses, parks and open space	In new development or redevelopment, improve integration of multi-family housing into an interconnected street network and work to create an attractive, pedestrian-friendly street edge.	5 - 12 units/acre Floor to Area Ratio: per current Zoning Code*
HDR High-Density Residential	Existing "high-rise" and other concentrated multi-family residential, some of which may contain a mixed use component. May also include limited office, service or institutional uses primarily to serve residents' needs, parks and open space	Provide incentives for updating older multifamily buildings. Work to create an attractive, pedestrian-friendly street edge and provide convenient access to transit, schools, parks, and other community destinations.	12+ units/acre Floor to Area Ratio: per current Zoning Code*

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Chapter 4: Land Use and Community Design (November, 2008)



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Nonresidential and Mixed Use Categories	Description, Land Uses	Development Guidelines	Density Guidelines
NC Neighborhood Commercial Current examples: • Morningside commercial core • Valley View and Wood-dale • 70th & Cahill	Small- to moderate-scale commercial, serving primarily the adjacent neighborhood(s). Generally a 'node' rather than a 'corridor.' Primary uses are retail and services, offices, studios, institutional uses. <u>Residential uses permitted.</u> Existing and potential neighborhood commercial districts are identified for further study.	Building footprints generally less than 20,000 sq. ft. (or less for individual storefronts). Parking is less prominent than pedestrian features. Encourage structured parking and open space linkages where feasible; emphasize the enhancement of the pedestrian environment.	Floor to Area Ratio-Per current Zoning Code: maximum of 1.0*
O Office Current examples include the office buildings on the west side of TH 100 between 70 th and 77 th Streets.	<u>This designation allows for professional and business offices, generally where retail services do not occur within the development unless they are accessory uses that serve the needs of office building tenants. Vehicle access requirements for office uses are high; however, traffic generation from office buildings is limited to morning and evening peak hours during weekdays. Office uses should be located generally along arterial and collector streets.</u>	<u>Provide buffer/transition to adjacent residential uses. Use high quality permanent building materials and on-site landscaping. Encourage structured parking.</u>	Floor to Area Ratio - Per Zoning Code: Maximum of 0.5
OR Office-Residential No current examples in City. Potential examples include Pentagon Park area and other I-494 corridor locations	Transitional areas along major thoroughfares or between higher-intensity districts and residential districts. Many existing highway-oriented commercial areas are anticipated to transition to this more mixed-use character. Primary uses are offices, attached or multifamily <u>housing.</u> Secondary uses: Limited <u>retail and service uses</u> (not including "big box" retail), limited industrial (fully enclosed), institutional uses, parks and open space. Vertical mixed use should be	Upgrade existing streetscape and building appearance, improve pedestrian and transit environment. Encourage structured parking and open space linkages where feasible; emphasize the enhancement of the pedestrian environment.	Floor to Area Ratio-Per current Zoning Code: maximum of 0.5 to 1.0*

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	encouraged, and may be required on larger sites.		
MXC Mixed-Use Center Current examples: • 50th and France • Grandview	Established or emerging mixed use districts serving areas larger than one neighborhood (and beyond city boundaries). Primary uses: Retail, office, service, multifamily residential, institutional uses, parks and open space. Vertical mixed use should be encouraged, and may be required on larger sites.	Maintain existing, or create new, pedestrian and streetscape amenities; encourage or require structured parking. Buildings "step down" in height from intersections. <u>4 stories at 50th & France; 3-6 stories at Grandview</u>	Floor to Area Ratio-Per current Zoning Code: <u>maximum of 4.1.50*</u>
Nonresidential and Mixed Use Categories	Description, Land Uses	Development Guidelines	Density Guidelines
<u>GMU</u> General Mixed Use Potential example: Existing Cahill industrial area, also known as Edina Interchange Center (area of further study)	The broadest range of mixed uses, including employment (limited industrial, office), commercial, and residential uses, with performance standards to ensure compatibility. Includes areas in transition from exclusively industrial uses. <u>"Big-box" commercial uses are inappropriate for this area; any commercial uses should be of moderate size.</u>	Form-based design standards for building placement, massing and street-level treatment. Pedestrian circulation and open space amenities should be provided for larger sites. <u>More stringent design standards for buildings > 5 stories. Consider open space amenities, transit facilities, connectivity of larger redevelopment sites. Buildings "step down" at boundaries with lower density districts.</u>	Floor to Area Ratio: <u>maximum of 4.0*</u>
<u>RM</u> Regional Medical	Hospitals, medical and dental offices and clinics, and laboratories for performing medical or dental research, diagnostic testing, analytical or clinical work, having a direct relationship to the providing of health services. General office	Form-based design standards for building placement, massing and street-level treatment. Pedestrian circulation and open space amenities should be	Floor to Area Ratio - Per current Zoning Code: <u>maximum of 1.0</u>

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	uses are permitted:	provided for larger sites:	
CAC Community Activity Center Example: Greater Southdale area (not including large multi-family residential neighborhood areas such as Centennial Lakes)	The most intense district in terms of uses, height and coverage. Primary uses: Retail, office, lodging, entertainment and residential uses, combined or in separate buildings. Secondary uses: Institutional, recreational uses. Mixed use should be encouraged, and may be required on larger sites.	Form-based design standards for building placement, massing and street-level treatment. Buildings should be placed in appropriate proximity to streets to create pedestrian scale. Buildings "step down" at boundaries with lower-density districts and upper stories "step back" from street. More stringent design standards for buildings > 5 stories. Emphasize pedestrian circulation; re-introduce finer-grained circulation patterns where feasible.	Floor to Area Ratio-Per current Zoning Code: maximum of 0.5 to 1.0*
Nonresidential and Mixed Use Categories	Description, Land Uses	Development Guidelines	Density Guidelines
IND Industrial	Applies to existing predominantly industrial areas within the City. Primary uses: industrial, manufacturing. Secondary uses: limited retail and service uses.	Performance standards to ensure compatibility with adjacent uses; screening of outdoor activities.	Floor to Area Ratio: Per Zoning Code: 0.5*
OSP Open Space and Parks	Applies to major parks and protected open space that is publicly owned. May not include all small parks, since some are included in residential land use districts.	Performance and buffering standards for intensive outdoor recreation, parking.	N/A
PSP Public/Semi-Public	Applies to schools, large institutional uses (churches, cemeteries) and semi-public uses such as country clubs. Some small uses of these types may be integrated into other land use districts.	Performance and buffering standards for intensive outdoor recreation, parking.	To be determined - may require review of large-scale development or institutional

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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: **01/26/2009**

Item No.: 12.e

Department Approval

City Manager Approval



Item Description: Request by Joel McCarty (Old Dominion Freight Line) and Cent Ventures 2 for an **Interim Use Permit** to allow the temporary storage of trailers on a portion of the property at 2750 Cleveland Avenue (**PF09-001**)

1.0 REQUESTED ACTION

1.1 Mr. Joel McCarty- Old Dominion Freight Line (property owner) and Cent Ventures 2 are requesting an INTERIM USE PERMIT to allow storage of semi-truck trailers on the remaining portion of the Old Dominion parcel in accordance with §1012.09 (Interim Uses) of the City Code.

Project Review History

- Application submitted and determined complete: December 24, 2008
- Sixty-day review deadline: February 15, 2009
- Public Open House: December 23, 2008
- Project report recommendation: January 7, 2009
- Anticipated Planning Commission action: January 7, 2009
- Anticipated City Council action: January 26, 2009

2.0 PLANNING COMMISSION RECOMMENDATION

2.1 At the duly noticed public hearing on January 7, 2009, the Roseville Planning Commission voted (7-0) to recommend approval of the INTERIM USE PERMIT, subject to revised conditions. The Roseville Planning Division concurs with the Commission's recommendation.

3.0 SUGGESTED CITY COUNCIL ACTION

3.1 ADOPT a RESOLUTION, APPROVING the requested INTERIM USE PERMIT, pursuant to §1012.09 (Interim Uses) of the City Code, subject to the conditions listed in Section 7(please see Section 8 of this report for the detailed action).

4.0 BACKGROUND

4.1 The Old Dominion Freight Line property at 2750 Cleveland Avenue is located within the Twin Lakes Redevelopment Area and has a current Comprehensive Land Use Map designation of BP, Business Park.

4.2 In 2008, the City of Roseville began the process to update the Roseville Comprehensive Plan as required by the Metropolitan Council System Statement. This process, which is anticipated to conclude in the first quarter of 2009, seeks a land use designation change for the Twin Lakes Redevelopment Area to Community Mixed Use.

4.3 The Old Dominion parcel has an existing zoning designation of Mixed Use Business Park, B-6 (Metro Transit property) and General Industrial, I-2 (remainder).

4.4 The 2008 update to the Comprehensive Land Use Map will require zoning changes for a number of properties throughout Roseville in order meet State Statute requirements of consistency between zoning and land use designations. The Twin Lakes Redevelopment Area will be one area that will see a zoning change for all current designations to a zone consistent with the Community Mixed Use designation.

4.5 Section 1007.03 (I-2, General Industrial Districts) of the Roseville City Code, identifies specific storage allowances. Subsection B reads as follows:

B. Storage:

- 1. Within Enclosed Structure: The following storage shall be conducted wholly within an enclosed structure:*
 - a. Inoperative equipment, with "inoperative" being interpreted to mean a state of malfunction, physical deterioration or some other physical condition rendering the equipment incapable of being properly utilized for its intended purpose and in need of repairs, disposal or replacement.*
 - b. Inoperative vehicles, with "inoperative" being interpreted to mean a state of malfunction, deterioration or other physical condition rendering the vehicle incapable of movement under its own power. Such vehicles would include those involved in accidents, awaiting engine repairs, in need of body repair or painting and similar conditions.*
- 2. Within Solid Opaque Wall Or Fence: The following storage shall be conducted wholly within an area enclosed by a solid opaque wall or fence no less than eight (8) feet in height and only in a I-2 General Industrial District:*
 - a. Building materials and lumber sales.*
 - b. Areas used for rental yards.*
 - c. Machinery sales, and bulk firewood sales.*
 - d. Dirt, sand, gravel and rock sales.*
 - e. Heavy equipment sales. (Ord. 537, 5-8-1967)*
 - f. Construction equipment. (1990 Code)*

4.6 Semi-truck trailers are not listed as a permitted storage use, unless as a component of an approved Motor Freight Terminal (approved Conditional Use Permit required). Thus, outdoor storage of semi-truck trailers has been determined to be prohibited and can only be accommodated with the requested INTERIM USE PERMIT (IUP).

4.7 As a result of receiving a grant from Metropolitan Council and in anticipation of future redevelopment, the existing buildings on the Old Dominion piece were torn down this fall, so there is no longer the possibility of resuming the motor freight terminal use on the property.

5.0 INTERIM USE PERMIT APPLICATIONS

5.1 Section 1012.09 (Interim Uses) of the City Code establishes the regulations pertaining to INTERIM USE PERMITS.

- a. Section 1012.09A states: *The City Council may authorize an interim use of property. Interim uses may not be consistent with the land uses designated on the adopted Land Use Plan. They may also fail to meet all of the zoning standards established for the district within which it is located.*
- b. Section 1012.09B states: *The City Council may attach conditions to Interim Use Permits. In reviewing Interim use Permit applications, the City will establish a specific date or event that will terminate the use on the property. The Council will also determine that the approval of the interim use would not result in adverse effects on the public health, safety, and general welfare, and that it will not impose additional costs on the public if it is necessary for the public to take the property in the future.*

6.0 STAFF COMMENTS/RECOMMENDATION

6.1 The IUP request is prompted by the current challenges in the economy. Although Cent Ventures is in a contractual agreement with Old Dominion to purchase the parcel, the current tight credit market and the recession have delayed the potential redevelopment of the property. Besides the recently approved Metro Transit project, the Planning Division is not currently aware of any other Twin Lakes development projects that will occur in 2009 except for anticipated infrastructure improvements for Iona Lane and portions of Mount Ridge Road and Twin Lakes Parkway.

6.2 The Planning Division understands the challenges of the current redevelopment climate. However, the Planning Division sees the Twin Lakes Redevelopment Area, specifically in this location, as a highly visible land area and therefore any action on this request must weigh the impact of continuing the use of storing semi-trailers on the property on the ability to attract potential projects elsewhere in Twin Lakes.

6.3 The Development Review Committee (DRC) had the following comments:

- a. The Police Department had no concern about the particular request but is concerned about the potential of break-ins to the trailers stored on site. There were some thefts this past summer. While it would not prevent a determined thief, the Police Department would like for the property owner to monitor the maintenance of the security fence currently in place to make sure that the property is as secure as possible.
- b. The Fire Department did not have any issues with the IUP request as long as there was not any truck repair or maintenance on site and that there would be no hazardous material stored on the site or within the trailers.

- c. The Public Works Department had the following comments:
- When the buildings were demolished, the County, due to the time of the year, would not let the contractor dig into Cleveland Ave. As a result, the services were not disconnected at the main. These sewer and water services need to be disconnected at main by June 15, 2009.
 - Washing of trailers should be prohibited on site.
 - Parking of trailers should be limited to the existing areas on site where there is asphalt, gravel or concrete.
 - Fuel Tanks should be prohibited on site.
 - Any paving or major maintenance of the existing parking lot will require the addition of storm water best management practices to meet the City's storm water quality and volume reduction requirements
- 6.4 The Planning Division supports the temporary storage of semi-truck trailers in a limited capacity, such as regulating the number of trailers stored and limiting the duration to no more than two years from the time of approval. The recommendation forwarded to the Planning Commission on January 7, 2009 included 8 conditions of approval.
- 7.0 PLANNING COMMISSION ACTION**
- 7.1 On January 7, 2009, the Roseville Planning Commission held the duly noticed public hearing regarding the McCarthy/Cent Ventures INTERIM USE PERMIT request. No citizens were present to address the Commission, however the applicant and the property owner's legal counsel were present to address the Commission.
- 7.2 The Cent Ventures representative sought clarification on what could be stored on the premises, in light of the fact that the application indicated the allowance of storage, not just specific to truck trailers. The property owner's representative also sought clarification on the allowance of shipping containers as a storage option and sought a term of five years instead of the two years recommended by staff.
- 7.3 The Planning Commission took the two items under consideration and began discussing the proposal and potential impacts that shipping containers could present; whether such items could be screened; what other sort to items could potentially be stored on the premises; and what time line was in the best interest of the City.
- 7.4 The Commission indicated concerns over stacking abilities of shipping containers as well as the number (225) being sought by the applicants. It was noted (by applicants) that due to construction of Metro Transit's park and ride facility, few if any trailers/containers could be stored on the site given the projects construction.
- 7.5 As the Commission debated a recommendation, the City Planner provided staff's perspective on the proposal, stating that in staff's opinion there is not a difference between a single trailer and a single container – they are virtually the same. He added that the issue is whether containers are stacked, and indicated that staff would not support stacking of containers. He provided the Commission with a possible condition the allowed trailers and un-stacked shipping containers on the premises.

- 147 7.6 The Roseville Planning Commission recommended approval of the request for an
148 INTERIM USE PERMIT for up to 225 semi-truck trailers and un-stacked containers for a
149 period of three years and subject to the following conditions:
- 150 a. There shall not be any truck/trailer maintenance, washing or repair on the
151 property.
 - 152 b. Fuel tanks shall not be located on the site.
 - 153 c. Hazardous material shall not be stored on the property.
 - 154 d. The property owner shall maintain the security fence in a manner that will
155 reasonably secure the site from trespassing and theft.
 - 156 e. City sewer and water services into Cleveland Ave. from the property shall be
157 disconnected at main by June 15, 2009.
 - 158 f. Parking of trailers and containers shall be limited to the existing areas on site
159 where there is asphalt, gravel or concrete.
 - 160 g. Any paving or major maintenance of the existing parking lot will require the
161 addition of storm water best management practices to meet the City's storm water
162 quality and volume reduction requirements.
 - 163 h. Access to this site shall be through Cleveland Avenue only;
 - 164 i. Storage shall consist of only empty trailers and/or empty containers (known as
165 land/sea storage/shipping containers).
 - 166 j. No other outside storage shall be allowed.
 - 167 k. At the expiration or the termination of the Interim Use, or after any extension
168 thereof, any future use of the property shall be conforming to the Roseville
169 Comprehensive Land Use Plan and the City Code.
 - 170 l. The INTERIM USE PERMIT shall be valid from the day after it is approved by the
171 City Council and expire three years from that date.

172 **8.0 SUGGESTED CITY COUNCIL ACTION**

- 173 8.1 **ADOPT a RESOLUTION APPROVING an INTERIM USE PERMIT** for Joel McCarthy
174 (property owner) and Cent Ventures 2, for a portion of the property at 2750 Cleveland
175 Avenue, based on the comments in Section 6 and the conditions of Section 7 of the
176 project report dated January 26, 2009.

177
Prepared by: City Planner Thomas Paschke

Attachments:

A: Area map

B: Aerial photo

C: Narrative

D: Open House Summary

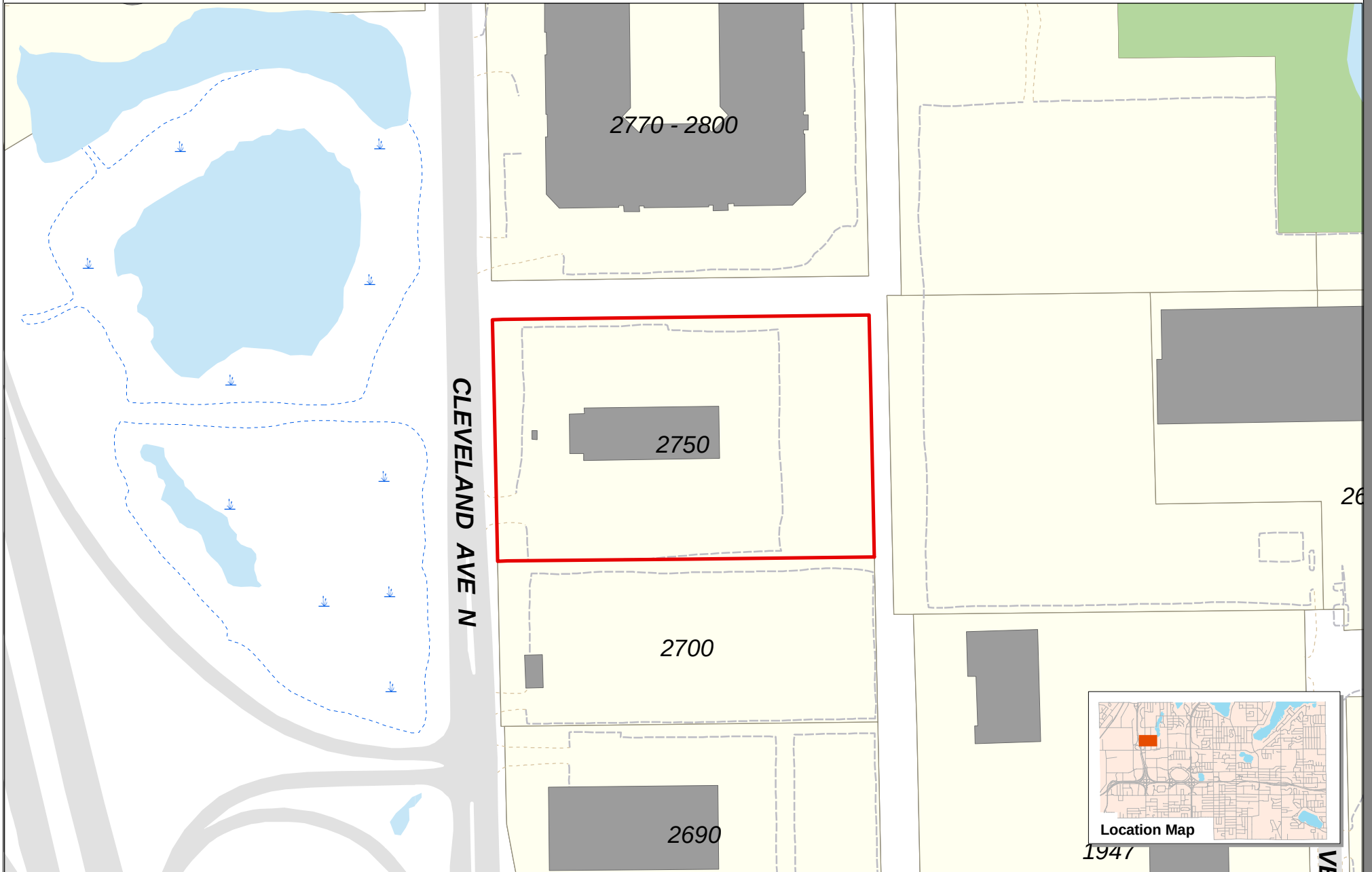
E: PC Minutes

F: Exhibit showing location of trailer storage area.

G: Resolution

H: Email Attachments

Attachment A: Location Map for Planning File 09-001



Prepared by:
Community Development Department
Printed: August 22, 2008



Site Location

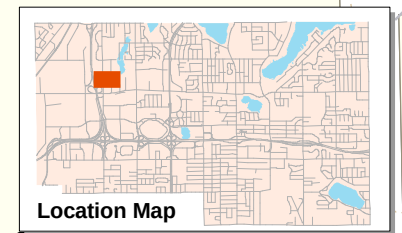
LR / R1 Comp Plan / Zoning
Designations

Data Sources

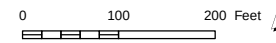
* Ramsey County GIS Base Map (8/4/2008)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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



1947



mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 09-001



Prepared by:
Community Development Department
Printed: August 22, 2008



Site Location

Data Sources

* Ramsey County GIS Base Map (8/4/2008)

* Aerial Data: Ramsey County and Martinez Corp (4/2006)

For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

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0 50 100 Feet



12/09/2008

Narrative In Support of the Interim Use Permit Application

Applicant

Old Dominion Freight Line, Inc & Cent Ventures 2
Contacts: Joel McCarty esq. & Thomas Noble

For Property Located at 2750 Cleveland Avenue

This narrative is in support of the Interim Use Permit application. The narrative addresses, among other things, the questions posed in the City's Interim Use Application.

Existing conditions:

The 5.16 – acre parcel is currently used for parking and storage. The property is relatively flat and had, until recently, two structures related to this use which are currently being removed.

The site is bordered by Cleveland Avenue on the west, the proposed Iona Lane on the north and the proposed Mount Ridge Road on the east. The City has recently approved seeking bids for the construction of Mount Ridge Road and a portion of Twin Lakes Parkway. If approved construction of Mount Ridge Road and a portion of Twin Lakes Parkway could commence in the year 2009.

The existing Building, Weigh Station and Weigh Station Building are being, or about to be, removed. Removal was approved by the City and is being managed by Braun and Veit companies. Removal of the structures is expected to be completed by the end of December 2008.

Proposal:

In September of 2007 the City hosted an open house for parties interested in the Twin Lakes Development area. Representatives of the Metropolitan Transit Commission ("MTC") attended the meeting and were introduced to Cent Ventures 2 ("CV2"). CV2 is under contract to purchase the property from Old Dominion Freight Lines, Inc ("OD").

MTC, at the 2007 meeting, presented a concept for a Park and Ride facility they wanted to construct near Interstate 35W in Roseville. Since then MTC, CV2, OD and the City have worked together to provide MTC with a location suitable to their needs that is consistent with the City's plans for the area and the community's needs in general. MTC has sought and obtained approvals for its Park and Ride facility from the City. The Park and Ride will be a multi level structure for more the 400 cars to be built on a portion of the site of approximately 1.3 acres. MTC will require temporary access across the site until Mount Ridge Road and Twin Lakes Parkway are completed to the extent necessary to serve their facility.

MTC's Park and Ride requires delineation of approximately 1.3 acres of the northeast corner of the parcel. The remainder of the parcel continues to be used by Old Dominion for storage and parking and CV2 wishes to purchase that portion of the parcel and pursue development. In order to complete the sale to the MTC the parcel will be divided in to the pieces depicted in Exhibit B-2. The MTC will use that portion of the parcel labeled Lot 1 and the remainder, labeled Outlot A, Old Dominion will use, as it has, for storage and trailer parking.

Upon the division of the land the MTC will Lot 1 for their Park and Ride facility. We request approval of this application so OD and CV2 can rely on the continued use of the balance of the property.

Impact on Traffic:

MTC has addressed any traffic impact within their study and approvals. The use shall continue as it is so no change will result occur to the balance of the property.

Impact on parks, streets, and other public facilities:

No changes to the current use are requested so no impact will result. The MTC's Park and Ride facility has independently addressed its impact for that portion of the site to be purchased for the Park and Ride.

Compatibility of the proposed site plan, internal traffic circulation, landscaping, and structures with contiguous properties:

No changes are requested of the internal circulation or landscape of the site. The existing structures are being removed and there are no contiguous properties with structures.

Impact of the proposed use on the market value of the contiguous properties:

The use remains the same – storage and trailer parking so no change in the value will occur as a result of this approval. The parcel's size will be reduced from 5.16 acres to approximately 3.86 acres. It is possible the completed MTC Park and Ride structure will improve interest in development in this area.

Impact of the proposed use on the public health, safety, and general welfare:

The delineation of the site to create the 1.3 acre parcel for the MTC's Park and Ride Facility is beneficial to the public's health, safety and general welfare. Public transportation is a key component of the City, County and State's goals for future development. Access to parking for public transportation is of great value to the local community in the reduction of local and state traffic congestion and levels as well as reducing air pollution. This is an excellent example of City, State and Federal cooperation to address the public's needs and welfare.

Compatibility of the proposed use with the City's comprehensive plan:

The proposed use of parcel sold to MTC is consistent with the City's comprehensive plan of BP – (B6) zoning. The remainder of the parcel may benefit from the MTC's development by increased interest in redevelopment of the parcel and the assistance they will provide to the proposed completion of Mount Ridge Road and Twin Lakes Parkway. The use approval requested is the same as is currently enjoyed by the property.

OPEN HOUSE SUMMARY

**CENT VENTURES 2/ OLD DOMINION FREIGHT LINE, INC.
INTERIM USE PERMIT APPLICATION**

MEETING DATE AND TIME: December 23, 2008, 6:00 p.m.

LOCATION: City of Roseville City Hall, Willow Room

ATTENDEES:

John Livingston on behalf of Cent Ventures 2.

James Walston on behalf of Old Dominion Freight Line, Inc.

Lindsay Sheppard on behalf of Met Council.

Other Attendees: None.

SUMMARY:

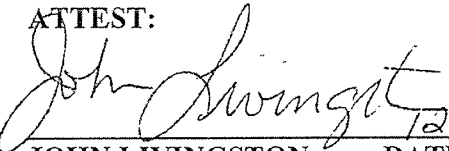
The Open House was convened at 6:00 p.m. by John Livingston. Mr. Livingston made available the proposed plat of Twin Lakes Addition as well as other maps and handouts relating to the Metro Transit project and the proposed interim and future use of the subject property.

Lindsay Sheppard was on hand to answer questions about the Park and Ride facility to be constructed on the NE portion of the subject property.

James Walston was on hand to answer questions relative to the proposed interim use of the subject property.

The meeting was adjourned at 7:15 p.m.

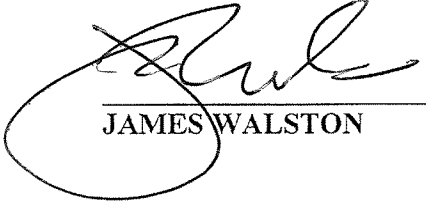
ATTEST:



JOHN LIVINGSTON DATE 12/23/08



LINDSAY SHEPPARD DATE 12/29/08



JAMES WALSTON DATE 12/29/08

1 a. **PLANNING FILE 09-001**
2 **Request by Old Dominion Freight Line, Inc. for approval of an INTERIM USE**
3 **PERMIT (IUP) to allow the temporary storage of semi trailers at 2750 Cleveland**
4 **Avenue.**

5
6 Chair Bakeman opened the Public Hearing for Planning File 09-001.

7
8 Community Development Director Patrick Trudgeon reviewed staff's analysis of the
9 request of Joel McCarty – Old Dominion Freight Line (property owner) and Cent
10 Ventures II, for an IUP at 2750 Cleveland Avenue, to allow outdoor storage of semi-
11 truck trailers on the remaining portion of the Old Dominion parcel in accordance with
12 Roseville City Code, Section 1012.09 Interim Uses).

13
14 Mr. Trudgeon advised that, as a result of receiving a grant from the Metropolitan
15 Council and in anticipation of future redevelopment, the existing buildings on the Old
16 Dominion parcel were demolished in the fall of 2008. Mr. Trudgeon clarified that the
17 applicant was not requesting to operate the parcel as a terminal, but to use it for
18 storage. Mr. Trudgeon noted that the northeast corner of the parcel was planned for
19 construction of the Metropolitan Council's Park and Ride Facility.

20
21 Mr. Trudgeon drew the Commissioner's attention specifically to staff comments
22 detailed in Sections 6.1 and 6.2 of the staff report dated January 7, 2009; and the
23 applicant's rationale for requesting an Interim Use Permit (IUP).

24
25 Commissioner Gottfried arrived at this time, 7:40 p.m.

26
27 Staff recommended APPROVAL of the requested IUP; based on the comments and
28 findings of Sections 5 and 6, the recommendation of Section 7 of the project report
29 dated January 7, 2009; and conditions addressed in the staff report, and as more
30 clearly-defined and detailed in the bench handout distributed at the meeting, entitled,
31 "Conditions of approval (revised 1/7/09); ***attached hereto and made a part thereof,***
32 ***and including comments from the applicant and subsequent staff response.***

33
34 Mr. Trudgeon advised that these conditions were revised following further discussions
35 with the applicant, with the applicant seeking to keep the IUP as flexibility as possible;
36 and staff seeking to condition approval based on code (i.e., screening;
37 materials/trailers intended for storage on site; and length of term), with staff
38 recommending two (2) years with possible amendment if circumstances so warranted
39 it, or reapplication by the applicant; and the applicant requesting a term of five (5)
40 years. Mr. Trudgeon also noted Condition 4 related to storm water management on
41 the site.

42
43 Discussion included specifying that storage would be on certain portions of the parcel
44 depending on the surface materials (i.e., bituminous or gravel); circulation and
45 parking; emergency vehicle access and discussion with the Fire marshal; and
46 clarification of the applicant's intent for outside storage and screening or enclosure as
47 per City Code.

48
49 Further discussion included preferred egress from the site to Cleveland as opposed to
50 future access off Iona or Mount Ridge Road; past operation of the site as a truck
51 terminal and past discussions with the former master developer on potential purchase
52 of the property with condemnation being initiated and trucks/trailers being removed at
53 that time, however, now back on site; and non-conforming use perceptions of the
54 owner and the City if the IUP is granted as restricted and conditioned with the
55 applicant understanding that they were thus giving up their rights to assert past non-
56 conforming uses and/or their continued use after expiration of the IUP.

1
2 Mr. Trudgeon advised that he would seek the advice of the City Attorney as to specific
3 language in the conditions applied to the IUP to clarify for the applicant the City's
4 expectations and intent in granting the IUP.
5

6 Additional discussion included past violations of ordinance by the property owner that
7 have been discussed with the owner, but have not been enforced by staff due to the
8 potential redevelopment of the area; and whether the applicant would be more
9 amenable to complying with ordinance and conditions of IUP approval, given their
10 past history of violations.
11

12 Mr. Trudgeon noted that, under the terms of the IUP, if the applicant didn't meet those
13 terms, their IUP could be revoked, with potential court action to follow if the applicant
14 continued in violation of those conditions, allowing greater regulation of the parcel and
15 its uses. Mr. Trudgeon advised that he couldn't speak to the history of the City's
16 relationship with Old Dominion; however, noted that the property owner appeared to
17 be sincere in their desire to sell the property, and offered staff's willingness to work
18 through past difficulties and allow for potential resale and redevelopment of the parcel
19 in the best interests of all parties.
20

21 Repeated consensus of Commissioners was that the property owner and applicant(s)
22 be clear on their intent, as well as the City's expectations.
23

24 Chair Bakeman noted that an additional condition could be included for staff to confer
25 with the City Attorney between tonight's public hearing and the City Council meeting
26 of January 26, 2008, to provide additional verbiage based on the advice of the City
27 Attorney for as much clarity and specificity as possible, thus allowing the
28 recommendation of the Planning Commission to proceed to the City Council.
29

30 Additional discussion included defining hazardous and/or flammable materials on the
31 site and/or in the containers themselves; definition by the Fire Marshal to clarify
32 hazardous material for inclusion of various materials, and addressing concerns about
33 spillage on the site; and concerns if storage pods or containers are stacked, how the
34 Fire Department could access them to prevent the spread of fire and/or toxic fumes;
35 and potential development of a fire prevention plan by the applicant to be periodically
36 submitted to the City's Fire Marshal, recognizing that materials could be constantly
37 changing as storage containers and trailers were moved in and out on the site.
38

39 Further discussion included renewability of IUP's as per City Code and annual
40 monitoring and notice processes; potential research and guidance from other
41 communities with outdoor storage of trailers in massive quantities (i.e., Blaine); and
42 confirmation of the applicant scheduling a neighborhood meeting with adjacent
43 property owners and the neighborhood, with no one in attendance.
44

45 **Applicants, Jim Walston, Attorney for Old Dominion Freight Line, Inc.**
46 **John Livingston, Cent Ventures II**

47 Mr. Walston addressed staff's proposed revised condition #8 related to the term of the
48 IUP, and requested that a longer term be applied, based on economic factors and
49 practical purposes due to construction of the park and Ride facility, easements on the
50 property, and the desire of Mr. McCarty to preserve property rights. Mr. Walston
51 noted that diminished use of the property based on past condemnation proceedings,
52 and credited Mr. Livingston with suggesting the IUP approach going forward.
53

54 When asked by Chair Bakeman if the property owner was clear on the intent of the
55 IUP replacing past non-conforming uses, Mr. Walston assured the Commissioners
56 and concurred that this was the understanding of himself and Mr. McCarty.

1
2 Mr. Livingston advised that, related to materials proposed for storage, the application
3 was seeking to address a range of possibilities that had been discussed with staff for
4 potential uses of the site until redevelopment could be achieved on the site, after the
5 economic market improves. Mr. Livingston further advised that there was no specific
6 material storage proposed on the site, other than to have the area in general utilized
7 for container storage (land/sea containers). While unable to speak for the current
8 owner, Old Dominion, Mr. Livingston advised that those trailers currently stored on
9 site were empty, but noted that some had refrigerated units that may hold fuel, and be
10 a potential hazardous material. Mr. Livingston further advised that the purpose of the
11 application was to provide some ongoing economic revenue to the site while awaiting
12 improvement in the financial market, allowing for future planning and redevelopment
13 of the site, allowing a huge benefit for all interested parties in the Twin Lakes area,
14 and potential developers. Mr. Livingston opined that, development of Mount Ridge
15 Road and Twin Lakes Parkway, and other infrastructure construction was vital to
16 interesting potential developers once the market improved.
17

18 Further discussion with Mr. Livingston included access to emergency equipment
19 related to materials stored outside storage containers; problems with stacking of
20 containers and access by the Fire Department; whether the containers would be
21 empty or what type of materials could be contained in them.
22

23 Mr. Livingston, as the property owner, advised that everything done on the property
24 was in compliance with the law; and recognized the concerns expressed about
25 hazards, noting that he shared those concerns. Mr. Livingston noted that the first
26 word of the requested permit indicated "Interim" and questioned how in such a permit
27 every possible use could be defined. Mr. Livingston advised that the applicant's intent
28 was to allow themselves the latitude to garner some kind of income on the site, until
29 the City completes infrastructure construction, and the Metropolitan Transit
30 Commission completes their Park and Ride facility, allowing for ultimate
31 redevelopment of the site.
32

33 Chair Bakeman noted that the Twin Lakes area had been of concern for a long period
34 of time, and designated for clean up and redevelopment, obviously motivating the
35 Commission's concern about how it looked, noting other areas of the City that also
36 had trailer storage; and also noted that it would be prudent to ensure that the Park
37 and Ride facility looked good in its new setting.
38

39 Mr. Livingston advised that he had worked hard over the last year with the
40 Metropolitan Transit Commission (MTC) on the public good and design aspects
41 desirable to the City, and motivating them to complete this project and hopefully
42 precipitate other development in the Twin Lakes area.
43

44 Commissioner Boerigter clarified that outside storage was not part of this IUP request
45 as he understood it; and was only allowed under City Code under certain
46 circumstances. Commissioner Boerigter opined that the IUP didn't really change that
47 circumstance, nor allow for outside storage of materials other than in the trailers.
48

49 Mr. Trudgeon advised that the applicant's original request was for outside storage and
50 trailers; but that it hadn't been discussed in depth. Mr. Trudgeon noted that, while
51 outside storage was often allowed as an accessory use, this site didn't qualify for that,
52 since there was no primary use of the site since demolition of the previous buildings
53 on site. Mr. Trudgeon noted that the primary use was outside storage, and while not
54 allowed as a principal use, the trailer storage was being proposed for an interim
55 period, in addition to the applicant seeking storage of outside materials. Mr. Trudgeon

1 noted the distinction that outside storage on that site today would not be allowed as a
2 primary use.

3
4 Discussion ensued regarding Section 4.5 of the staff report dated January 7, 2009,
5 related to specific uses allowed with other storage units not allowed even within that
6 category.

7
8 Further discussion included the term of the proposed IUP.

9
10 Mr. Livingston advised that his goals for use of the site were intended to be from today
11 forward, as indicated in his discussions with staff and from his perspective. Mr.
12 Livingston advised that the proposed interval of time was of concern to him, as the
13 MTC would be accessing their site and utilizing it for storage of construction materials
14 throughout their construction process in 2009, and to maneuvering to their
15 construction site. Mr. Livingston sought assurances that, following that construction
16 phase, the applicant would be allowed to park storage trailers; and sought clarification
17 on how to define a "trailer." Mr. Livingston advised that he had sought potential users
18 of the site for storage trailers to calculate their potential need, and they had provided
19 the number "225," and noted his intent to meet screening requirements; and noted the
20 intent in the application was to indicate that no more than 225 trailers could be located
21 on site.

22
23 Discussion ensued regarding storage of containers outside trailers; number of
24 proposed trailers; different perimeters for trailers and/or storage containers; reiteration
25 by Mr. Livingston of the need for flexibility, and request for five (5) years for the term
26 of the IUP to allow sufficient marketing of the site after construction of the
27 infrastructure and completion of the MTC facility, anticipating that it would take a
28 minimum of two (2) years to make the property marketable. Mr. Livingston asked that,
29 before the parties became ensconced in minutia, that construction of a fence for
30 screening would not prove functional or financially feasible, or prove to fully screen the
31 site.

32
33 Further discussion included City Code related to screening of outdoor storage; fence
34 height in commercial areas of eight feet (8'); market driving discussion for container
35 height and sufficiency of City Code on screening; recognizing capital investment for
36 installing a fence for a two (2) year IUP and potential for renewal of the IUP after the
37 proposed two (2) year term and uncertainties or a waiver of requirements, and
38 dependence on the mercy of the Planning Commission and City Council on moving
39 forward at that time in extending the term.

40
41 Chair Bakeman closed the Public Hearing at this time, with no one appearing to
42 speak.

43
44 Chair Bakeman expressed concern with extending the IUP term beyond the two (2)
45 years; opining that following completion of the MTC facility, it would have ugly trailer
46 storage surrounding it and would not be conducive to area aesthetics.

47
48 Commissioner Doherty advised that he had considered a term of one (1) year
49 specifically related to those concerns raised by Chair Bakeman; opining that he hadn't
50 seen a site plan and didn't want the proposed use allowed in the IUP to be extremely
51 economically viable; and suggested that the applicant return after one (1) year
52 advising the Commission and City Council of other mitigating factors depending on
53 the economic climate. Commissioner Doherty advised that he was willing to let such
54 a use apply for one (1) year, but not for five (5) years.

1 City Planner Thomas Paschke advised that trailers on site would not be screened;
2 and opined that whether there was one (1) container, or 225, a trailer was simply a
3 box with wheels. Mr. Paschke opined, from staff's perspective, he was not sure if
4 there was a need for screening of the trailers, allowing flexibility for the applicant; but
5 noted that outdoor storage was an entirely different matter.
6

7
8 **MOTION**

9 Member Bakeman moved, seconded by Member Doherty to RECOMMEND
10 APPROVAL of an INTERIM USE PERMIT for Joel McCarty, owner of the property
11 at 2750 Cleveland Avenue, to allow temporary outdoor storage of a MAXIMUM
12 OF NO MORE THAN TWO HUNDRED TWENTY-FIVE (225) semi-truck trailers
13 AND/OR UNSTACKED CONTAINERS; based on the comments and findings of
14 Sections 5 and 6, and the recommendations of Section 7 of the project report
15 dated January 7, 2009; and CONDITIONS OF APPROVAL as revised and dated
16 January 7, 2009, attached hereto and made a part thereof, and detailed in the
17 bench handout; and recognizing the comments in writing from Tom Noble of
18 Cent Ventures LLC, and subsequent staff comment via e-mail dated January 7,
19 2009; and further AMENDED AS FOLLOWS by makers of the motion and
20 acceptance of a friendly amendment:

- 21
- 22 ▪ *Access to this site shall be through Cleveland Avenue only;*
 - 23 ▪ *The applicant acknowledges, as discussed at tonight's meeting, that*
24 *issuance of the IUP serves to eliminate any potential uses identified or*
25 *apparent as non-conformity issues as defined under Minnesota State Code;*
26 *with staff directed to review language of the conditions of approval with the*
27 *City Attorney to ensure clarity for all parties of intents and expectations;*
 - 28 ▪ *No outside storage uses allowed without further review of the IUP;*
 - 29 ▪ *Storage will consist of only EMPTY trailers and/or EMPTY containers*
30 *(known as land/sea storage/shipping containers)*

31 Mr. Trudgeon advised that he would review with the City Attorney, and seek advice to
32 provide understandable language in a format to ensure that the applicant and City
33 staff are in agreement and clear as to the intent that the IUP will guide future uses,
34 and no other non-conforming uses will be considered; that the IUP will initiate future
35 uses from this point forward.
36

37 Commissioners concurred and by consensus, clarified to the applicant that if this IUP
38 was granted, use restrictions are enforceable and the applicant was clear that they
39 were giving up their right to assert any previous or perceived non-conforming use or
40 their continues use after the expiration of the IUP;
41

42 Commissioner Boerigter spoke in support of the motion; however opined that a longer
43 term may be appropriate, suggesting three (3) years rather than five (5) years; based
44 on the limited use and space available on the site for some period of time before it
45 could be marketed and/or developed.
46

47 **AMENDMENT TO THE ORIGINAL MOTION**

48 Member Boerigter moved, seconded by Member Wozniak, to modify the
49 condition of the original motion to allow the IUP to be valid from the day after it
50 is approved by the City Council for a term of three (3) rather than two (2) years.
51

52 *[Amendment to the Original Motion]*

53 Ayes: 4 (Best; Martinson; Wozniak; Boerigter)

54 Nays: 3 (Gottfried; Doherty; Bakeman)

55 Motion carried.
56

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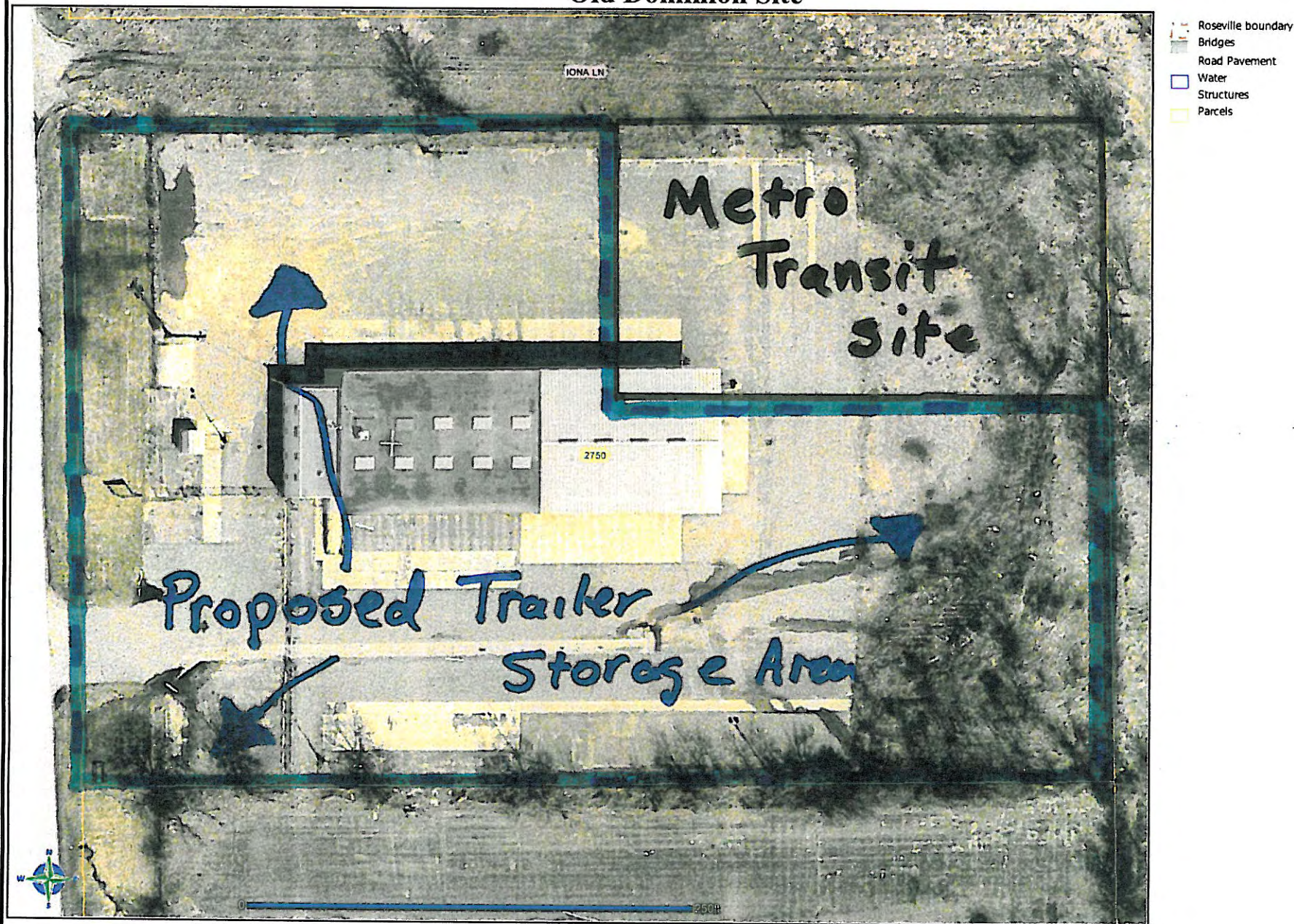
Original Motion [as amended]

Ayes: 7

Nays: 0

Motion carried.

Old Dominion Site



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; December 1, 2008 for City of Roseville data and Ramsey County property records data, December 2008 for commercial and residential data, April

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 26th day of January, 2009 at 6:00 p.m.

The following members were present:
and none were absent.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERIM USE PERMIT IN ACCORDANCE WITH §1012.09 OF THE ROSEVILLE CITY CODE FOR JOEL MCCARTY AND CENT VENTURES 2, AT 2750 CLEVELAND AVENUE (PF09-001)

WHEREAS, Joel McCarty owns the property addressed as 2750 Cleveland Avenue, known as the former Old Dominion Freight Line property, and he along with Cent Ventures 2, has requested an INTERIM USE PERMIT in accordance with §1012.09 of the Roseville City Code; and

WHEREAS, the subject property is legally described as:

**Lots 1, 2, 3, 18, 19, and 20, Block B, Twin View
PIN: 04-29-23-33-0001**

WHEREAS, the applicant seeks to store motor freight trailers and containers on the property; and

WHEREAS, The Roseville Planning Commission held a public hearing regarding the requested INTERIM USE PERMIT, voting 7-0 to recommend approval of the request based on the comments and findings of the staff report dated January 7, 2009;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to APPROVE the request by Joel McCarthy and Cent Ventures 2 for an INTERIM USE PERMIT in accordance with Section §1012.09 of the Roseville City Code, subject to the following conditions;

- a. The site shall be limited to a maximum of 225 semi-truck and/or unstacked land/sea containers.
- b. There shall not be any truck/trailer maintenance, washing or repair on the property.
- c. Fuel tanks shall not be located on the site.
- d. Hazardous material shall not be stored on the property.

- e.** The property owner shall maintain the security fence in a manner that will reasonably secure the site from trespassing and theft.
- f.** City sewer and water services into Cleveland Ave. from the property shall be disconnected at main by June 15, 2009.
- g.** Parking of trailers and containers shall be limited to the existing areas on site where there is asphalt, gravel or concrete.
- h.** Any paving or major maintenance of the existing parking lot will require the addition of storm water best management practices to meet the City's storm water quality and volume reduction requirements.
- i.** Access to this site shall be through Cleveland Avenue only;
- j.** Storage shall consist of only empty trailers and/or empty containers (known as land/sea storage/shipping containers).
- k.** No other outside storage shall be allowed.
- l.** At the expiration or the termination of the Interim Use, or after any extension thereof, any future use of the property shall be conforming to the Roseville Comprehensive Land Use Plan and the City Code.
- m.** The INTERIM USE PERMIT shall be valid from the day after it is approved by the City Council and expire three years from that date.

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 none voted against;

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

WITNESS MY HAND officially as such Manager this 26th day of January, 2009

Page 3 of 3

Thomas Paschke

From: Pat Trudgeon
Sent: Monday, January 19, 2009 11:11 AM
To: Thomas Paschke
Subject: FW: IUP Permit Comments - Draft

From: John Livingston [livingston@cognoscente.biz]
Sent: Monday, January 19, 2009 9:25 AM
To: Pat Trudgeon
Cc: James R. Walston; McCarty, Joel; Tom
Subject: IUP Permit Comments - Draft

Pat,
 Regarding the Interim Use Permit Application for the Outlot at 2750 Cleveland I would like to comment on the approvals granted by the Planning Commission in advance of the upcoming City Council meeting later this month. The terms and conditions of the permit will add to the hardship we are facing in development of the site.

Please let this serve to request the staff report and subsequent Planning Commission approval recommend terms and conditions be amended for the following reasons:

1. The staff report recommended a term of 2 years and the Planning Commission approved a term of 3 years. We are asking for a 5 year term to the permit for the following reasons.

- * The current economic realities continue to delay interest in the site until the credit markets for development return to solvency.

- * Tenants have refused to consider the location until the date for the infrastructure improvements has been established and approved.

- * We need revenue from the site to pay for debt service, taxes and other expenses until such time as these issues are resolved and development is begun. Any rents the site might generate will not cover these holding expenses. The cost of holding the site till development will add to the considerable sum of costs beyond the site price.

- * The shorter term you've approved would limit the possibility of rental revenue severely hampering our ability to secure financing once the credit markets can be approached. Such short terms are typically not granted consideration by lenders. The near term revenue will also be reduced during construction of the Metropolitan Councils Park and Ride.

2. We wish to be able to pave within the Outlot and ask that this be included in the approval without additional storm water management. This is desired for multiple reasons which are:

- * The Metropolitan Council will use their easement for temporary access which will have the buses driving over the area where the building stood. It is not desirable, and may

not be practical, for them if the are is not paved.

* Paving the area where the building stood does not add to the impervious surface. Water from the roof of the building was shed to the existing pavement. We propose to be able to pave over the area exposed after demolition of the buildings.

* Some paving may be needed to connect the existing surface of the site to Iona Lane which the Metropolitan Council is constructing.

Please consider our request in your final recommendation to the City Council.

Yours very truly,

John Livingston
Cent Ventures 2
1660 S. Highway 100, Suite 500
St. Louis Park, MN 55416

(612) 272-1246
livingston@cognoscente.biz<blocked::mailto:livingston@cognoscente.biz>

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Thomas Paschke

From: Pat Trudgeon
Sent: Monday, January 19, 2009 11:11 AM
To: Thomas Paschke
Subject: FW: IUP Permit Comments - Draft

From: James R. Walston [jwalston@lindquist.com]
Sent: Monday, January 19, 2009 10:04 AM
To: John Livingston; Pat Trudgeon
Cc: McCarty, Joel; Tom
Subject: RE: IUP Permit Comments - Draft

Pat-

Please note that the requests, comments and reasoning of John Livingston outlined below is fully supported by Old Dominion Freight Line, Inc.

Accordingly, Old Dominion requests Roseville City Staff to reexamine its conclusions and recommendations --as it is evident that a longer IUP term provided for "up front" and allowing the flexibility to make improvements (paving) will well serve the interests of Cent Ventures in the short term to wait out the economic uncertainties we face. This, in turn, will serve to assure that a quality/desired development will ultimately occur on the subject site by allowing Cent Ventures the ability to hold the property for a longer time period.

Jim Walston

From: John Livingston [mailto:livingston@cognoscente.biz]
Sent: Monday, January 19, 2009 9:25 AM
To: Pat Trudgeon
Cc: James R. Walston; McCarty, Joel; Tom
Subject: IUP Permit Comments - Draft

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John Livingston
Cent Ventures 2
1660 S. Highway 100, Suite 500
St. Louis Park, MN 55416

(612) 272-1246

livingston@cognoscente.biz<blocked::mailto:livingston@cognoscente.biz>

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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 1/26/09
Item No.: 12.f

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

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

BACKGROUND

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

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

The License Center currently occupies 3,332 square feet in the shopping center. Based on transaction volume projections, it is recommended that the License Center retain the same space.

Representatives of the Lexington Shopping Center had initially proposed a 4-year lease extension which includes a zero dollar increase in the first year of the lease, with increases thereafter. Over the 4-year term, the lease payments carried an average increase of 5% per year. However, the Council was unsatisfied with these terms and asked Staff to continue negotiations.

After further meetings with the Shopping Center representatives, Staff was able to negotiate the following terms:

- ❖ 0% increase in year 1
- ❖ 6% increase in year 2
- ❖ 4% increase in year 3
- ❖ 4% increase in year 4

Over the 4-year term, the average increase is 3.5% per year.

31 **POLICY OBJECTIVE**

32 Not applicable.

33 **FINANCIAL IMPACTS**

34 The Agreement calls for lease amounts as follows:

35

36 ❖ 2009 - \$50,400 (same amount as paid in 2008)

37 ❖ 2010 - \$53,425

38 ❖ 2011 - \$55,560

39 ❖ 2012 - \$57,780

40 **STAFF RECOMMENDATION**

41 Staff recommends the Council authorize City Staff to approve a new 4-year lease extension with the owners
42 of the Lexington Shopping Center as detailed above.

43 **REQUESTED COUNCIL ACTION**

44 Motion to authorize City Staff to approve a 4-year lease extension with the Lexington Shopping Center
45 for purposes of operating the City's License Center.

46

Prepared by: Chris Miller, Finance Director

Attachments: A: Original Lease Agreement with Addendums

47

RETAIL LEASE

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

WITNESSETH:

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

DATA SHEET

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

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

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

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

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

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

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

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

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

(i) "Security Deposit": \$ None

(j) "Permitted Use": Licensing Department

(k) Notice and payment Addresses:

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

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

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

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

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

(o) "Broker": None

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

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

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

Article 1: PREMISES:

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

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

(c) Permitted Use.

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

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

Article 2: LEASE COMMENCEMENT AND EXPIRATION DATE

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

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

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

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

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

Article 3: RENT

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

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

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

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

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

Article 4: QUIET ENJOYMENT

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

Article 5: INSURANCE, INDEMNITY AND RELEASES

(a) Landlord's Insurance.

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

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

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

(b) Tenant's Insurance.

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

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

(c) Releases.

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

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

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

Article 6: COVENANTS OF TENANT

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

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

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

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

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

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

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

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

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

Article 7: CERTAIN RIGHTS RESERVED TO LANDLORD

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

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

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

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

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

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

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

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

Article 8: ALTERATIONS AND IMPROVEMENTS

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

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

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

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

Article 9: REPAIRS

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

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

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

Article 10: ASSIGNMENT AND SUBLETTING

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

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

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

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

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

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

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

Article 11: DAMAGE BY FIRE OR OTHER CASUALTY

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

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

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

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

Article 12: EMINENT DOMAIN

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

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

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

Article 13: DEFAULT BY TENANT AND RIGHTS OF LANDLORD

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

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

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

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

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

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

(b) Other Defaults. If Tenant either:

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

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

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

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

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

Article 14: SURRENDER OF PREMISES

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

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

Article 15: LANDLORD'S INTEREST IN PREMISES

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

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

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

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

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

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

Article 16: RECIPROCAL CONSTRUCTION AND/OR EASEMENT AGREEMENT

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

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

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

Article 17: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD:

TENANT:

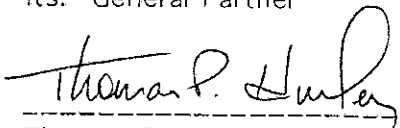
LEXINGTON SHOPPES LIMITED PARTNERSHIP

CITY OF ROSEVILLE

By: Preferred Properties, Inc.

Its: General Partner

By:



Thomas P. Hurley

By: _____

EXHIBIT A TO RETAIL LEASE

LEGAL DESCRIPTION OF SHOPPING CENTER TRACT

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

EXHIBIT B TO RETAIL LEASE

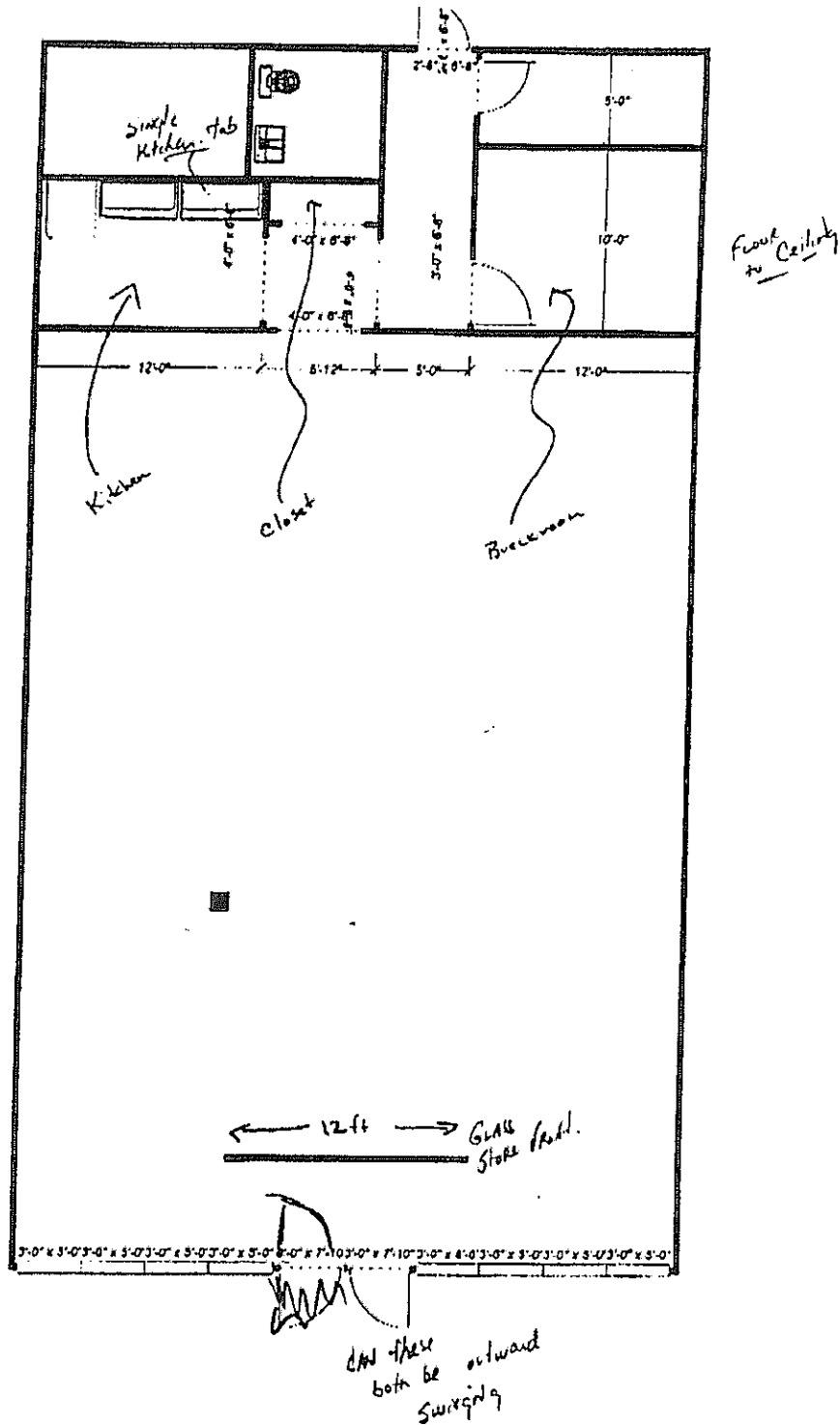


EXHIBIT C TO RETAIL LEASE

RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D TO RETAIL LEASE

LANDLORD'S WORK

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

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

EXHIBIT E TO RETAIL LEASE

TENANT'S WORK

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

RIDER 1 TO RETAIL LEASE

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

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

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

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

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

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

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

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

LANDLORD:

LEXINGTON SHOPPES LIMITED PARTNERSHIP

By: Preferred Properties, Inc., its General Partner

By: Thomas P. Hurley
Thomas P. Hurley

TENANT:

CITY OF ROSEVILLE

By: [Signature]

[Signature]
City Manager

Lease Addendum Two

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

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

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

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

Third Option Period

Original Space

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

Additional Space

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

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

Tenant:

CITY OF ROSEVILLE

By: Nealy Beets

Its: City Manager

Date: 9/12/2005

Landlord:

ROSEVILLE CENTER LIMITED
PARTNERSHIP

By: [Signature]

Its:

Date: 9-21-05

Lease Addendum Two

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

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

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

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

Third Option Period

Original Space

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

Additional Space

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

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

Tenant:

Landlord:

CITY OF ROSEVILLE

ROSEVILLE CENTER LIMITED
PARTNERSHIP

By: Nealy. Belts

By: [Signature]

Its: City Manager

Its: [Signature]

Date: 9/12/2005

Date: 9 21 05



GAUGHAN
C O M P A N I E S

November 19, 2008

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

File: City of Roseville
Roseville Center

office 651.464.5700
fax 651.464.5757
www.gaughancompanies.com

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

Dear Ms. Davitt:

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

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

Sincerely,

Dan A. Hebert
VP-Commercial Accounts

Attach.

trl

Lease Addendum Three

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

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

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

<u>Lease Period</u>	<u>Monthly Rent</u>
2/1/2009 – 1/31/2010	\$4,200.00
2/1/2010 – 1/31/2011	\$4,800.00 4,450
2/1/2011 – 1/31/2012	\$4,950.00 4,630
2/1/2012 – 1/31/2013	\$5,100.00 4,815

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

Tenant:

CITY OF ROSEVILLE

Landlord:

ROSEVILLE CENTER LIMITED
PARTNERSHIP

By: _____

Its: _____

Date: _____

By: _____

Its: _____

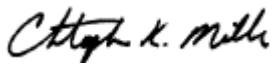
Date: _____

REQUEST FOR COUNCIL ACTION

Date: 1/26/09
Item No.: 13.a

Department Approval

City Manager Approval



Item Description: Discuss an Alternative Budgeting Process for 2010

BACKGROUND

Historically, the City of Roseville has followed a budget process the called for the City Council to provide some general budgetary goals, followed by the submittal of a City Manager Recommended Budget. The Council then held subsequent budget discussions which culminated in the passage of a final budget in December of each year.

While this budgeting technique is a familiar process and doesn't necessarily require any added effort than the previous year, it will arguably prove to be inadequate in addressing future budgets. For 2010 and beyond, the City will in effect be forced to confront two principle concerns that it has largely escaped up until now. They include:

- ❖ Dealing with the implications resulting from recurring State-imposed levy limits
- ❖ Addressing the City's asset replacement programs which remain on an unsustainable course

The urgency in addressing these concerns stems from the knowledge that levy limits are expected to remain in place at least through 2011; and the City's dedicated facility, vehicle, and equipment replacement funds are projected to be drained by as early as late-2009 based on current replacement schedules. In addition, the cost of maintaining current service levels is outpacing available funding sources. Additional information regarding the City's financial picture is shown in the attached draft of the *2010-2019 Financial Plan*.

These financial realities will require a fundamental and swift change in how we allocate resources. We simply cannot afford to allocate new budget monies under the belief that the current budget is the 'right' budget. It is imperative that we prioritize spending based on achievable goals and objectives, and remain disciplined in equating the public's demand for services with their ability or willingness to pay.

This new dynamic requires a different budgeting approach. City Staff is recommending that the Council adopt an outcome-based budgeting process. This process has been presented to the City Council in prior years but to date, has not been adopted. The concept is explained in greater detail below.

Outcome-Based Budgeting Overview

The concept of outcome-based budgeting is not new, but it has received added emphasis in the past few years in response to the numerous financial uncertainties facing governments, as well as the ever-increasing demand for services and accountability.

While many versions of Outcome-based budgeting exist, they are all premised on the fundamental concept of allocating sufficient funds to achieve a desired outcome. For example, if we established a goal of having the Fire Department arrive at the scene of a fire within 3 minutes of the 911 call, then we would determine what that will cost and allocate an appropriate amount of budget dollars. This is in contrast to how we typically allocate new dollars, which is to take what we allocated last year, add some percentage increase, and make our best effort.

In addition to aligning resources with outcomes, outcome-based budgeting can also ensure that those services that matter the most are properly funded. It is conceivable that the City is providing a high level of service for a program that creates nominal value, at the expense of another that creates greater value. An outcome-based budgeting approach would help demonstrate how the City can achieve the greatest value overall.

Generally speaking, the steps under this new budgeting process are as follows:

- 1) Establish what the customer (taxpayer) is willing to pay overall for services
- 2) Establish the City's program priorities (outcomes) and rank them
- 3) Systematically allocate resources sufficient to achieve priority (outcome) #1, then outcome #2, etc.

For Step #2, it is suggested that the City Council assign program priorities in the following general order:

- 1) Federal and state mandates
- 2) Adherence to the City's Financial Policies
- 3) Strengthening funding mechanisms for the replacement of City assets
- 4) Adequately funding non-discretionary services
- 5) Providing funding for higher-valued discretionary services

It should be noted that the ranking process can go through many iterations and in most situations shouldn't be done in a vacuum. For example, we may establish an outcome of having a high quality and safe park system. To achieve this, we would likely need to assign a high funding priority for parks and police patrol.

In addition, we may find after only one or two iterations that a program with strong intrinsic value isn't funded at an appropriate level. Through the next iteration, we can go back and assign a new budget amount to it and readjust other programs accordingly. The ranking process should remain fluid until a final consensus is reached. But once it's finished, it's important to move forward.

Step #3 is repeated until we've exhausted all available funding. Under this process, we would expect to run out of money before we run out of priorities. When the funding is exhausted, we suspend all unfunded programs. For those programs that don't receive any funding, it's important to keep in mind that while they create value, they create less than those that were funded.

76 Action Steps

77 If the Council is interested in pursuing this alternative budgeting process, the next steps would tentatively
78 include:

- 79
- 80 1) Compile program-specific costs, including variables for different levels of service. **Timeline:**
81 **March–May**
 - 82 2) Identify the public’s ability or willingness to pay for City services. **Timeline: February – May**
 - 83 3) Establish a prioritization process where Councilmembers can select from a ‘menu’ of programs and
84 service levels. **Timeline: June-August**
- 85

86 The calculation of program-specific costs is very labor-intensive and cannot be fully accommodated by City
87 Staff alone. Therefore it is suggested that as part of an outcome-based budgeting process, the City engage
88 an independent firm to assist in this process.

89

90 In addition, the Council may find it helpful to approach the budgeting process using other planning tools
91 that have been developed in the past year. As an example of how this might work, a graphic depicting the
92 City of Lynwood, Washington’s Performance Management system is attached.

93 **POLICY OBJECTIVE**

94 Establishing a budget process that aligns resources with desired outcomes is consistent with governmental
95 best practices, provides greater transparency of program costs, and ensures that budget dollars are allocated
96 in the manner that creates the greatest value.

97 **FINANCIAL IMPACTS**

98 Not applicable.

99 **STAFF RECOMMENDATION**

100 Staff Recommends the Council adopt an outcome-based budgeting process for 2010 as outlined above
101 and/or as modified by the City Council. If the Council concurs, Staff further recommends that the City hire
102 an independent firm to assist in the calculation of program costs.

103 **REQUESTED COUNCIL ACTION**

104 Provide direction to Staff on whether to pursue an outcome-based budgeting process for 2010.

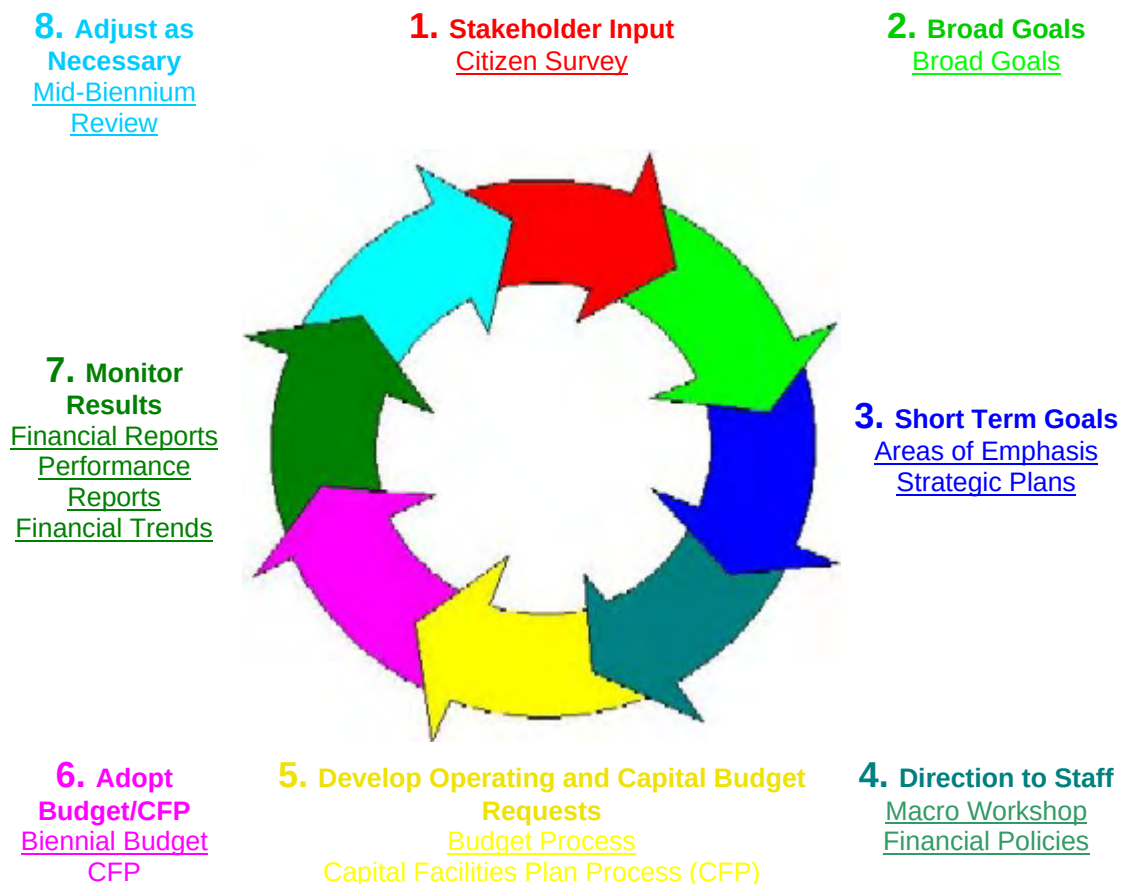
105

Prepared by: Chris Miller, Finance Director
Attachments: A: City of Lynwood, Washington Performance Management System
B: 2010-2019 Financial Plan (Draft)

PERFORMANCE MANAGEMENT SYSTEM

The City of Lynnwood has implemented Performance Management as adapted from [National Advisory Council on State and Local Budgeting](#) recommended guidelines for best practices in local government management. This diagram illustrates the performance management program in Lynnwood.

The links refer to Lynnwood's work in each of the recommended management areas.





2010 - 2019 Financial Plan

Submitted _____, 2009

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Executive Summary

Enclosed is the 2010-2019 Financial Plan as prepared in accordance with the goals and strategies identified in the Imagine Roseville 2025 initiative and in consideration of the policies, goals and objectives identified by the City Council. Like the Capital Improvement Plan (CIP), the Financial Plan should not be construed as a request for funding; rather it is designed to serve as a planning tool that can be used to make informed financial decisions.

The Financial Plan is segregated into two portions; operations and capital investments. While both portions are crucial for maintaining services, the potential for alternative funding sources and the flexibility in making operational adjustments can vary significantly for each. Therefore they are looked at separately for financial planning purposes.

In addition, the Financial Plan makes the distinction between general-purpose operations that are used to provide police, fire, streets, and parks & recreation, and are typically funded by property taxes; and enterprise or business-type operations that are used to provide for water, sewer, storm, and golf course operations which are typically funded by user fees. Each of these separate categories is discussed in greater detail below.

If current operational trends continue and if the City makes all planned capital replacements over the next 10 years, it will create a sizeable impact on Roseville property owners. In order to maintain programs and services at existing levels and to replace infrastructure at the optimal time, property tax levies will need to increase by 17% per year for the next 10 years. Water and Sewer rates will need to increase by 10% per year during this same period. Under this scenario, a typical single-family home will see their combined City property tax and utility bill increase from \$1,101 in 2009 to \$3,018 in 2019, an increase of \$192 per year. These impacts can be lessened if the City chooses to eliminate programs, reduce service levels, or delay capital replacements.

With these projections, Roseville would no longer be among the lowest taxed cities in the Twin Cities Metropolitan Area. It is estimated that Roseville will go from having the 7th lowest taxes out of 60 comparative cities, to having the 25th to 30th lowest. This would place Roseville near the median taxation level. For comparison purposes, the cities currently near the median include: Bloomington, St. Louis Park, Burnsville, New Brighton, and Mounds View.

The impacts noted above can also be portrayed as a percentage of household income. Based on the projections above, it is estimated that each household will pay 2.0-2.5% of their income to the City for property taxes and their utility bill in 2019. By comparison, Roseville households paid 1.5% of their income in 2002 and an estimated 1.3% in 2009.

More detailed information is presented below.

Enterprise Operations

The City's enterprise or business-type operations include the City's water, sanitary sewer, storm sewer, solid waste recycling, and golf course operations. They are categorized as enterprise operations because they are run much like a private, stand-alone business that is sustained solely by the direct revenues they receive. These operations do not receive any property tax monies.

Enterprise operations are funded by user fees, a portion of which is set aside for future capital replacements. The remaining is used for day-to-day operations. For financial planning purposes, the City looks at operations and capital investments separately. The financial plan for each of these categories is discussed in greater detail below.

Operations

Over the next 10 years, the City's enterprise operations are projected to collectively grow 5% per year, from \$9.8 million in estimated expenditures in 2009 to \$14.8 million in 2019. This assumes that the City will continue providing the same services and levels of services as it currently does. The projections incorporate increases in personnel, supplies & materials, and other operating costs including the purchase of water from the City of St. Paul and wastewater treatment costs paid to the Metropolitan Council.

Projected cost increases by major category for the enterprise functions are as follows:

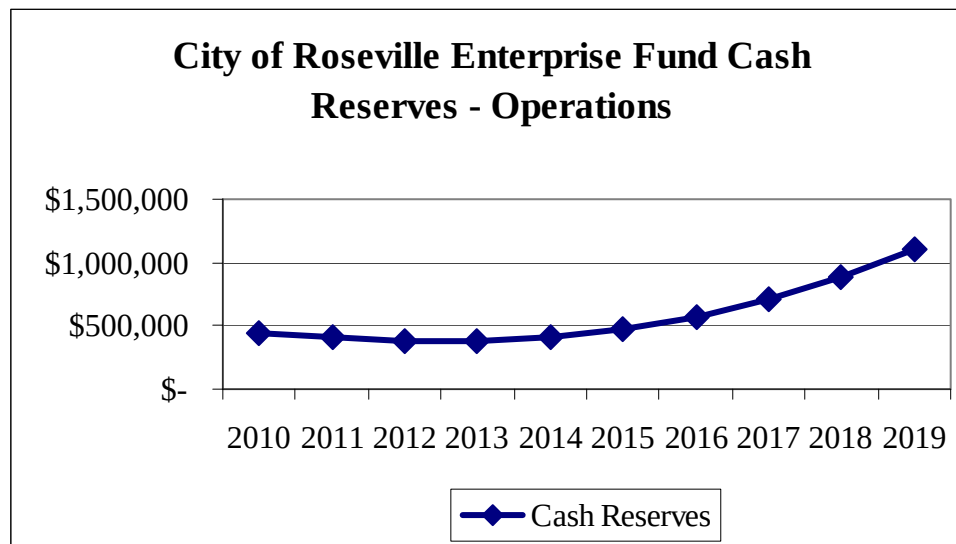
- ❖ Personnel costs - 5% thru 2012; and 4% thereafter
- ❖ Supplies and materials - 3%
- ❖ Other services and charges - 3%

The projected cost increases through 2019 are comparable to actual increases realized in prior years. To accommodate these additional costs, operating revenues rates will need to increase by a corresponding amount. User fee increases will fluctuate greatly depending on the enterprise function, with golf course and recycling fees rising at 3% annually. By contrast, stormwater fees will need to rise at 8% annually to offset projected cost increases and to equate current revenues with current expenditures. Water and sanitary sewer fees will need to rise at approximately 4% per year.

Cash reserves held in the enterprise funds are expected to generate an investment return of 5% annually which can be used to partially offset operational costs.

Additional user fee increases will be needed to offset capital investment needs. These increases are discussed in greater detail below.

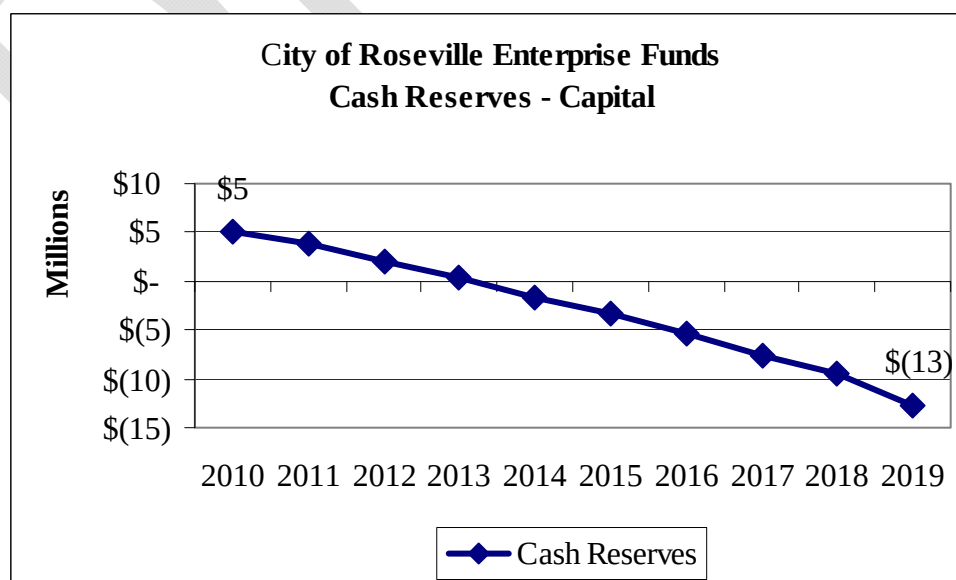
Based on the projected cost increases and added revenues, the cash reserve levels for operations in the City's enterprise-type functions are depicted in the following chart:



Capital Investment

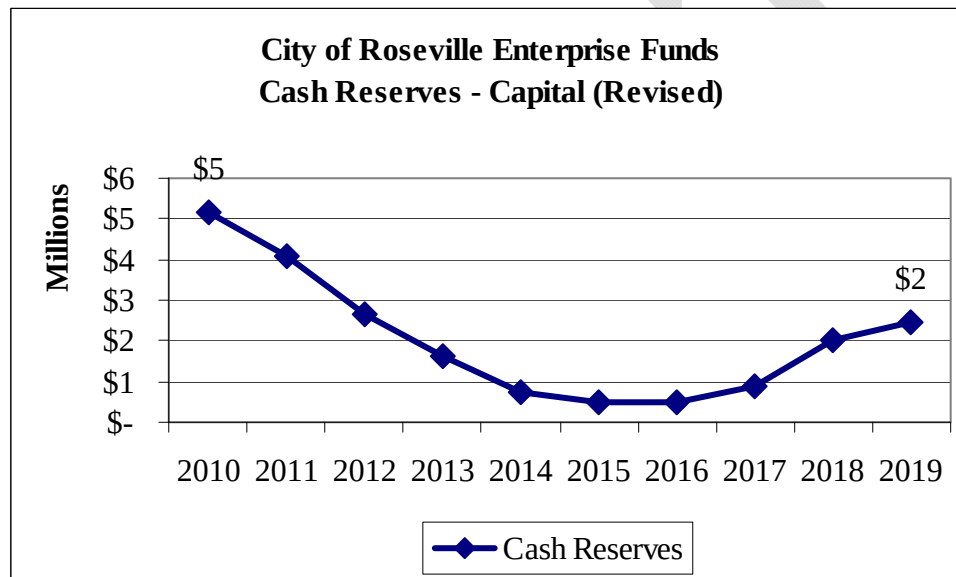
The 2009-2018 CIP identified approximately \$26.9 million in asset replacement needs including the replacement of vehicles, water and sanitary sewer mains, stormwater mains and retention ponds, and golf course improvements. By contrast, using the current funding source of asset depreciation charges, only \$8.5 million of available monies were identified, leaving a funding gap of \$18.4 million over the next 10 years. If existing reserves in the enterprise funds are also applied, the funding gap drops to \$12.7 million over the next 10 years.

Based on the CIP, the City will exhaust its dedicated asset replacement funds for its enterprise-type operations by 2014. This is depicted in the following chart.



To prevent a deficit from occurring, the City must; divest some city assets, defer asset replacements, or increase user fees. If the City chooses to rely solely on increased user fees; water and sewer rates will need to increase by 3-5% annually over the next 10 years. This is above and beyond any increase that will be needed to offset increasing operational costs. Green fees at the Golf Course will need to increase by 4.5% annually to afford planned infrastructure improvements. These user fee increases can be somewhat mitigated if the City defers some capital replacements. However, this will likely necessitate greater investment in asset maintenance.

With the user fee increases, and following the asset replacement schedules identified in the CIP, the cash reserves in the City's enterprise funds dedicated for capital needs will be as follows:



Financial Impact

Based on the projections noted above, the following table depicts the annual water, sanitary sewer, storm sewer, and recycling charges for a typical household:

Annual Household Utility Bill

2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
\$ 519	555	593	634	677	724	774	828	886	948	\$ 1,015

As shown in the above table, over the next 10 years a typical household will incur an average increase of \$49 or 9.5% annually on their utility bill. Green fees at the golf course will need to increase 7.5% per year. Again, these increases can be mitigated somewhat if the City defers the replacement of some capital assets beyond 10 years.

General Purpose Operations

The City's general purpose operations include the City's police, fire, streets and pathways, parks and recreation, and general administrative and finance functions. For purposes of this financial plan, it excludes general facilities such as City Hall, Public Works Building, and all fire stations. Which have typically been financed with voter-approved bonds.

In contrast to the City's water and sewer operations, general purpose functions are provided for by a variety of funding sources most notably, property taxes.

Each year, a portion of the property tax levy is set aside for future capital replacements. The remaining is used for day-to-day operations. For financial planning purposes, the City looks at operations and capital investments separately. The financial plan for each of these categories is discussed in greater detail below.

Operations

Over the next 10 years, the City's general purpose operations are projected to collectively grow 4.9% per year, from \$15.6 million in estimated expenditures in 2009 to \$23.3 million in 2019. This assumes that the City will continue providing the same services and levels of services as it currently does. The projections incorporate increases in personnel, supplies & materials, and other operating costs including contracted legal and other professional services.

Projected cost increases by major category for the general purpose functions are as follows:

- ❖ Personnel costs - 5% thru 2012; and 4% thereafter
- ❖ Supplies and materials - 2%
- ❖ Other services and charges - 2%
- ❖ Minor equipment – 50% thru 2014; and 25% thereafter

The projected cost increases through 2019 are comparable to actual increases realized in prior years. To accommodate these additional costs, operating revenues rates will need to increase by a corresponding amount. For General Fund activities including police, fire, streets, etc., revenues will need to increase as follows:

- ❖ Property taxes – 5%
- ❖ Licenses and permits – 2%
- ❖ Court fines – 2%
- ❖ Intergovernmental – 2%
- ❖ Charges for services – 2%
- ❖ Other – 1%

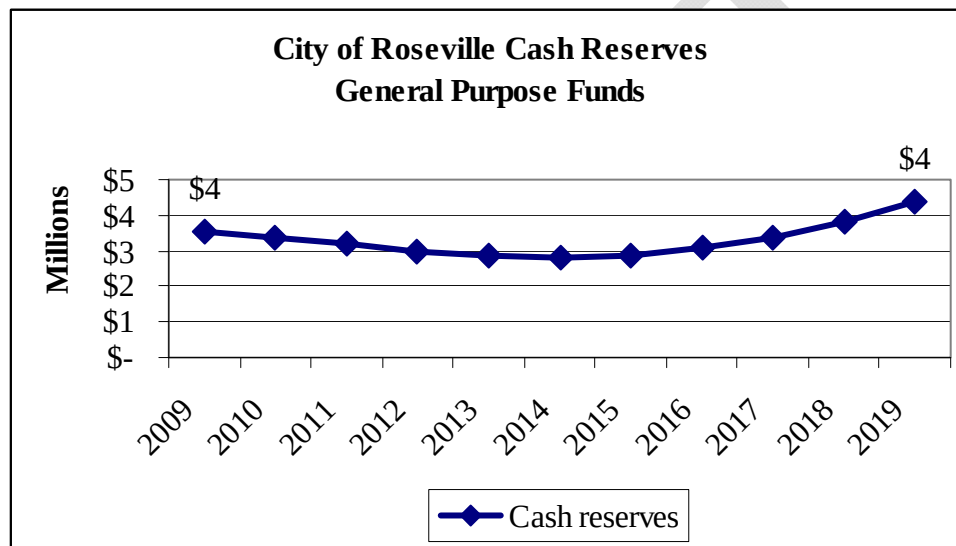
For Parks & Recreation activities including recreation programs and park maintenance, revenues will need to increase as follows:

- ❖ Property taxes – 5.5%
- ❖ Charges for services – 3%

Property taxes are needed to increase at a faster rate for the Parks & Recreation activities because it lacks any substantive cash reserves to buffer cost increases.

Cash reserves held in the general purpose funds are expected to generate an investment return of 5% annually which can be used to partially offset operational costs. Additional property tax increases will be needed to offset general purpose capital investment needs. These increases are discussed in greater detail below.

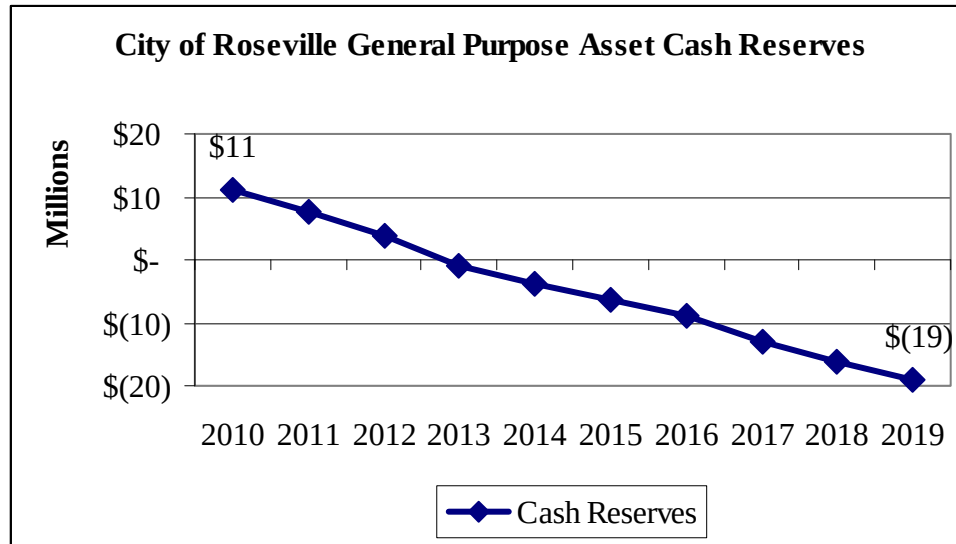
Based on the projected cost increases and added revenues, the cash reserve levels for operations in the City's general purpose functions are depicted in the following chart:



Capital Investments

The 2009-2018 CIP identified approximately \$73.4 million in general purpose asset replacement needs including the replacement of buildings, streets, parks and trails, and vehicles and equipment. By contrast, using the current funding sources of property taxes, MSA monies, and interest earnings on the City's Street Infrastructure Replacement Fund, only \$34.7 million of available monies were identified, leaving a funding gap of \$38.7 million over the next 10 years. If existing reserves in the City's general purpose asset replacement funds are also applied, the funding gap drops to \$29.9 million over the next 10 years.

Based on the asset replacement schedules identified in the CIP, the City will exhaust its dedicated asset replacement funds for its general purpose operations by 2013. This is depicted in the following chart.



To prevent this deficit from occurring, the City must; divest some city assets, defer asset replacements, or increase property taxes. If the City chooses to rely solely on increased property taxes; the City's property tax levy will need to increase by 11.9% annually over the next 10 years. This is above and beyond any increase that will be needed to offset operational costs.

Again, this is the amount necessary to fully fund all streets, parks and trails, and vehicles and equipment over the next 10 years while preserving the City's Street Infrastructure Replacement Fund at existing levels. All other asset replacement funds will have nominal reserves by 2019. These property tax increases can be somewhat mitigated if the City defers some capital replacements. However, this will likely necessitate greater investment in asset maintenance.

It may be prudent to rely on voter-approved bonds to finance the replacement of park system assets in addition to general facilities. Removing these two large categories would reduce the need for a tax levy increase of only 5.3% per year.

Financial Impact

Based on the projections noted above, the following table depicts the annual property tax impact necessary to finance the operational and capital needs for the City's general purpose functions including all streets, parks and trails, and vehicles and equipment:

Annual Household Property Tax Bill

2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
\$ 582	645	716	823	965	1,128	1,303	1,478	1,653	1,828	\$ 2,003

As shown in the above table, over the next 10 years a typical household will incur an average increase of \$142 or 24.4% annually on their property tax bill – holding all other factors constant.

Appendix A – Financial Plan Schedules

(see attached schedules below)

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City of Roseville
2010 - 2019 Financial Plan
For Enterprise Operations

Water Fund

	Final 2009	Estimated 2010	Estimated 2011	Estimated 2012	Estimated 2013	Estimated 2014	Estimated 2015	Estimated 2016	Estimated 2017	Estimated 2018	Estimated 2019
Revenues											
User fees	\$ 5,360,000	\$ 5,561,000	\$ 5,769,538	\$ 5,985,895	\$ 6,210,366	\$ 6,443,255	\$ 6,684,877	\$ 6,935,560	\$ 7,195,643	\$ 7,465,480	\$ 7,745,436
Less depreciation	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
Interest Earnings	2,000	4,203	7,857	10,978	13,474	15,454	16,841	17,548	17,483	16,543	14,620
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 5,062,000	\$ 5,265,203	\$ 5,477,395	\$ 5,696,873	\$ 5,923,840	\$ 6,158,709	\$ 6,401,718	\$ 6,653,108	\$ 6,913,126	\$ 7,182,023	\$ 7,460,055
Expenditures											
Personnel Costs	\$ 358,800	\$ 376,740	\$ 395,577	\$ 415,356	\$ 431,970	\$ 449,249	\$ 467,219	\$ 485,908	\$ 505,344	\$ 525,558	\$ 546,580
Supplies and Materials	55,250	56,908	58,615	60,373	62,184	64,050	65,971	67,951	69,989	72,089	74,251
Other Services and Charges	4,863,900	5,058,456	5,260,794	5,471,226	5,690,075	5,917,678	6,154,385	6,400,561	6,656,583	6,922,846	7,199,760
Less depreciation	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
Total Expenditures	\$ 4,977,950	\$ 5,192,104	\$ 5,414,986	\$ 5,646,955	\$ 5,884,229	\$ 6,130,977	\$ 6,387,575	\$ 6,654,419	\$ 6,931,916	\$ 7,220,493	\$ 7,520,592
Beginning Balance	\$ -	\$ 84,050	\$ 157,149	\$ 219,558	\$ 269,476	\$ 309,087	\$ 336,819	\$ 350,962	\$ 349,651	\$ 330,861	\$ 292,391
Operating Surplus (Deficit)	84,050	73,099	62,409	49,918	39,611	27,732	14,143	(1,311)	(18,790)	(38,470)	(60,536)
Ending Balance	\$ 84,050	\$ 157,149	\$ 219,558	\$ 269,476	\$ 309,087	\$ 336,819	\$ 350,962	\$ 349,651	\$ 330,861	\$ 292,391	\$ 231,855

Annual Increase Assumptions

- * User Fees - 3.75%
- * Interest Earnings - 5% return on cash balance
- * Personnel Costs - 5% thru 2012, 4% thereafter
- * Supplies and Materials - 3%
- * Other Services and Charges - 4%
- * Depreciation - 0% increase here (shown on Capital)

City of Roseville
2010 - 2019 Financial Plan
For Enterprise Operations

Sanitary Fund

	Final 2009	Estimated 2010	Estimated 2011	Estimated 2012	Estimated 2013	Estimated 2014	Estimated 2015	Estimated 2016	Estimated 2017	Estimated 2018	Estimated 2019
Revenues											
User fees	\$ 3,600,000	\$ 3,744,000	\$ 3,893,760	\$ 4,049,510	\$ 4,211,491	\$ 4,379,950	\$ 4,555,148	\$ 4,737,354	\$ 4,926,849	\$ 5,123,923	\$ 5,328,879
Less depreciation	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)
Interest Earnings	100,000	6,250	7,645	8,924	10,063	11,303	12,654	14,122	15,716	17,446	19,320
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 3,490,000	\$ 3,540,250	\$ 3,691,405	\$ 3,848,435	\$ 4,011,553	\$ 4,181,254	\$ 4,357,802	\$ 4,541,476	\$ 4,732,565	\$ 4,931,368	\$ 5,138,200
Expenditures											
Personnel Costs	\$ 467,500	\$ 490,875	\$ 515,419	\$ 541,190	\$ 562,837	\$ 585,351	\$ 608,765	\$ 633,115	\$ 658,440	\$ 684,778	\$ 712,169
Supplies and Materials	32,350	33,321	34,320	35,350	36,410	37,503	38,628	39,786	40,980	42,209	43,476
Other Services and Charges	3,075,150	3,198,156	3,326,082	3,459,126	3,597,491	3,741,390	3,891,046	4,046,688	4,208,555	4,376,897	4,551,973
Less depreciation	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)
Total Expenditures	\$ 3,365,000	\$ 3,512,352	\$ 3,665,821	\$ 3,825,665	\$ 3,986,738	\$ 4,154,243	\$ 4,328,438	\$ 4,509,589	\$ 4,697,975	\$ 4,893,884	\$ 5,097,618
Beginning Balance	\$ -	\$ 125,000	\$ 152,899	\$ 178,482	\$ 201,252	\$ 226,067	\$ 253,078	\$ 282,442	\$ 314,329	\$ 348,919	\$ 386,403
Operating Surplus (Deficit)	125,000	27,899	25,584	22,770	24,815	27,010	29,364	31,887	34,590	37,484	40,582
Ending Balance	\$ 125,000	\$ 152,899	\$ 178,482	\$ 201,252	\$ 226,067	\$ 253,078	\$ 282,442	\$ 314,329	\$ 348,919	\$ 386,403	\$ 426,985

Annual Increase Assumptions

- * User Fees - 4%
- * Interest Earnings - 5% return on cash balance
- * Personnel Costs - 5% thru 2012, 4% thereafter
- * Supplies and Materials - 3%
- * Other Services and Charges - 4%
- * Depreciation - 0% increase here (shown on Capital)

City of Roseville
2010 - 2019 Financial Plan
For Enterprise Operations

Storm Sewer Fund

	Final 2009	Estimated 2010	Estimated 2011	Estimated 2012	Estimated 2013	Estimated 2014	Estimated 2015	Estimated 2016	Estimated 2017	Estimated 2018	Estimated 2019
Revenues											
User fees	\$ 740,000	\$ 799,200	\$ 863,136	\$ 932,187	\$ 1,006,762	\$ 1,087,303	\$ 1,174,287	\$ 1,268,230	\$ 1,369,688	\$ 1,479,263	\$ 1,597,604
Less depreciation	(310,000)	(310,000)	(310,000)	(310,000)	(310,000)	(310,000)	(310,000)	(310,000)	(310,000)	(310,000)	(310,000)
Interest Earnings	50,000	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 480,000	\$ 489,200	\$ 553,136	\$ 622,187	\$ 696,762	\$ 777,303	\$ 864,287	\$ 958,230	\$ 1,059,688	\$ 1,169,263	\$ 1,287,604
Expenditures											
Personnel Costs	\$ 232,500	\$ 244,125	\$ 256,331	\$ 269,148	\$ 279,914	\$ 291,110	\$ 302,755	\$ 314,865	\$ 327,459	\$ 340,558	\$ 354,180
Supplies and Materials	47,600	49,028	50,499	52,014	53,574	55,181	56,837	58,542	60,298	62,107	63,970
Other Services and Charges	566,975	583,984	601,504	619,549	638,135	657,279	676,998	697,308	718,227	739,774	761,967
Less depreciation	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)	(210,000)
Total Expenditures	\$ 637,075	\$ 667,137	\$ 698,334	\$ 730,711	\$ 761,623	\$ 793,571	\$ 826,589	\$ 860,715	\$ 895,985	\$ 932,439	\$ 970,118
Beginning Balance	\$ -	\$ (157,075)	\$ (335,012)	\$ (480,210)	\$ (588,734)	\$ (653,595)	\$ (669,864)	\$ (632,166)	\$ (534,651)	\$ (370,947)	\$ (134,122)
Operating Surplus (Deficit)	(157,075)	(177,937)	(145,198)	(108,524)	(64,861)	(16,268)	37,698	97,515	163,704	236,825	317,487
Ending Balance	\$ (157,075)	\$ (335,012)	\$ (480,210)	\$ (588,734)	\$ (653,595)	\$ (669,864)	\$ (632,166)	\$ (534,651)	\$ (370,947)	\$ (134,122)	\$ 183,365

Annual Increase Assumptions

- * User Fees - 8%
- * Interest Earnings - 5% return on cash balance
- * Personnel Costs - 5% thru 2012, 4% thereafter
- * Supplies and Materials - 3%
- * Other Services and Charges - 3%
- * Depreciation - 0% increase here (shown on Capital)

City of Roseville
2010 - 2019 Financial Plan
For Enterprise Operations

Recycling Fund

	Final 2009	Estimated 2010	Estimated 2011	Estimated 2012	Estimated 2013	Estimated 2014	Estimated 2015	Estimated 2016	Estimated 2017	Estimated 2018	Estimated 2019
Revenues											
User fees	\$ 310,000	\$ 319,300	\$ 328,879	\$ 338,745	\$ 348,908	\$ 359,375	\$ 370,156	\$ 381,261	\$ 392,699	\$ 404,480	\$ 416,614
Revenue sharing	125,000	126,250	127,513	128,788	130,076	131,376	132,690	134,017	135,357	136,711	138,078
County grant	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Interest Earnings	-	2,373	3,621	4,677	5,521	6,157	6,565	6,723	6,608	6,196	5,461
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 510,000	\$ 522,923	\$ 535,012	\$ 547,210	\$ 559,504	\$ 571,908	\$ 584,411	\$ 597,001	\$ 609,664	\$ 622,387	\$ 635,152
Expenditures											
Personnel Costs	\$ 46,900	\$ 49,245	\$ 51,707	\$ 54,293	\$ 56,464	\$ 58,723	\$ 61,072	\$ 63,515	\$ 66,055	\$ 68,697	\$ 71,445
Supplies and Materials	200	204	208	212	216	221	225	230	234	239	244
Other Services and Charges	435,450	448,514	461,969	475,828	490,103	504,806	519,950	535,549	551,615	568,163	585,208
Less depreciation	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 482,550	\$ 497,963	\$ 513,884	\$ 530,333	\$ 546,784	\$ 563,750	\$ 581,247	\$ 599,293	\$ 617,905	\$ 637,100	\$ 656,898
Beginning Balance	\$ 20,000	\$ 47,450	\$ 72,410	\$ 93,538	\$ 110,415	\$ 123,135	\$ 131,294	\$ 134,457	\$ 132,165	\$ 123,924	\$ 109,211
Operating Surplus (Deficit)	27,450	24,960	21,128	16,877	12,720	8,158	3,164	(2,292)	(8,241)	(14,713)	(21,745)
Ending Balance	\$ 47,450	\$ 72,410	\$ 93,538	\$ 110,415	\$ 123,135	\$ 131,294	\$ 134,457	\$ 132,165	\$ 123,924	\$ 109,211	\$ 87,466

Annual Increase Assumptions

- * User Fees - 3%
- * Revenue sharing - 1%
- * County grant - 0%
- * Interest Earnings - 5% return on cash balance
- * Personnel Costs - 5% thru 2012, 4% thereafter
- * Supplies and Materials - 3%
- * Other Services and Charges - 3%

City of Roseville
2010 - 2019 Financial Plan
For Enterprise Operations

Golf Course Fund

	Final 2009	Estimated 2010	Estimated 2011	Estimated 2012	Estimated 2013	Estimated 2014	Estimated 2015	Estimated 2016	Estimated 2017	Estimated 2018	Estimated 2019
Revenues											
User fees	\$ 393,000	\$ 404,790	\$ 416,934	\$ 429,442	\$ 442,325	\$ 455,595	\$ 469,263	\$ 483,340	\$ 497,841	\$ 512,776	\$ 528,159
Less depreciation	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)
Interest Earnings	8,000	19,890	20,092	19,998	19,572	18,928	18,041	16,887	15,439	13,670	11,547
Other	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 377,000	\$ 400,680	\$ 413,025	\$ 425,440	\$ 437,897	\$ 450,522	\$ 463,303	\$ 476,227	\$ 489,280	\$ 502,445	\$ 515,706
Expenditures											
Personnel Costs	\$ 267,650	\$ 281,033	\$ 295,084	\$ 309,838	\$ 322,232	\$ 335,121	\$ 348,526	\$ 362,467	\$ 376,966	\$ 392,044	\$ 407,726
Supplies and Materials	50,550	52,067	53,628	55,237	56,894	58,601	60,359	62,170	64,035	65,956	67,935
Other Services and Charges	85,000	87,550	90,177	92,882	95,668	98,538	101,494	104,539	107,675	110,906	114,233
Less depreciation	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)	(24,000)
Total Expenditures	\$ 379,200	\$ 396,649	\$ 414,889	\$ 433,957	\$ 450,795	\$ 468,261	\$ 486,380	\$ 505,176	\$ 524,676	\$ 544,906	\$ 565,894
Beginning Balance	\$ 400,000	\$ 397,800	\$ 401,831	\$ 399,967	\$ 391,450	\$ 378,553	\$ 360,814	\$ 337,738	\$ 308,789	\$ 273,392	\$ 230,931
Operating Surplus (Deficit)	(2,200)	4,031	(1,864)	(8,517)	(12,897)	(17,738)	(23,077)	(28,949)	(35,396)	(42,461)	(50,188)
Ending Balance	\$ 397,800	\$ 401,831	\$ 399,967	\$ 391,450	\$ 378,553	\$ 360,814	\$ 337,738	\$ 308,789	\$ 273,392	\$ 230,931	\$ 180,743

Annual Increase Assumptions

- * User Fees - 3%
- * Interest Earnings - 5% return on cash balance
- * Personnel Costs - 5% thru 2012, 4% thereafter
- * Supplies and Materials - 3%
- * Other Services and Charges - 3%
- * Depreciation - 0% increase here (shown on Capital)

City of Roseville
2010 - 2019 Financial Plan
For Enterprise Capital Replacements

Enterprise Asset Replacements - current financing

Revenues	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Water deprec. charges	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
San. Sewer deprec. charges	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000	210,000
Storm Sewer deprec. charges	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000
Golf Course deprec. charges	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000
	-	-	-	-	-	-	-	-	-	-
Total	848,000	848,000	848,000	848,000	848,000	848,000	848,000	848,000	848,000	848,000
Capital Expenditures (CIP)										
Water system	\$ 345,500	\$ 645,500	\$ 1,110,500	\$ 710,500	\$ 965,500	\$ 915,500	\$ 970,500	\$ 1,172,000	\$ 1,148,500	\$ 1,128,300
Sanitary Sewer system	510,000	725,500	850,500	925,500	1,025,500	1,095,500	1,338,500	1,108,500	1,008,500	1,000,500
Storm Sewer system	615,500	696,000	680,000	882,900	745,000	576,200	525,960	723,000	608,000	865,800
Golf Course	18,000	33,000	57,000	50,000	50,000	36,000	65,000	-	13,800	1,045,000
	-	-	-	-	-	-	-	-	-	-
Total	1,489,000	2,100,000	2,698,000	2,568,900	2,786,000	2,623,200	2,899,960	3,003,500	2,778,800	4,039,600
Beg. Cash Reserves - Water										
End Cash Reserves	\$ 100,000	\$ 54,500	(291,000)	(1,101,500)	(1,512,000)	(2,177,500)	(2,793,000)	(3,463,500)	(4,335,500)	(5,184,000)
	\$ 54,500	\$ (291,000)	\$ (1,101,500)	\$ (1,512,000)	\$ (2,177,500)	\$ (2,793,000)	\$ (3,463,500)	\$ (4,335,500)	\$ (5,184,000)	\$ (6,012,300)
Beg. Cash Reserves - San Swr										
End Cash Reserves	\$ 3,000,000	\$ 2,700,000	\$ 2,184,500	\$ 1,544,000	\$ 828,500	\$ 13,000	\$ (872,500)	\$ (2,001,000)	\$ (2,899,500)	\$ (3,698,000)
	\$ 2,700,000	\$ 2,184,500	\$ 1,544,000	\$ 828,500	\$ 13,000	\$ (872,500)	\$ (2,001,000)	\$ (2,899,500)	\$ (3,698,000)	\$ (4,488,500)
Beg. Cash Reserves - St Swr										
End Cash Reserves	\$ 2,300,000	\$ 1,994,500	\$ 1,608,500	\$ 1,238,500	\$ 665,600	\$ 230,600	\$ (35,600)	\$ (251,560)	\$ (664,560)	\$ (962,560)
	\$ 1,994,500	\$ 1,608,500	\$ 1,238,500	\$ 665,600	\$ 230,600	\$ (35,600)	\$ (251,560)	\$ (664,560)	\$ (962,560)	\$ (1,518,360)
Beg. Cash Reserves - Golf										
End Cash Reserves	\$ 400,000	\$ 410,000	\$ 405,000	\$ 376,000	\$ 354,000	\$ 332,000	\$ 324,000	\$ 287,000	\$ 315,000	\$ 329,200
	\$ 410,000	\$ 405,000	\$ 376,000	\$ 354,000	\$ 332,000	\$ 324,000	\$ 287,000	\$ 315,000	\$ 329,200	\$ (687,800)
Total Reserves	\$ 5,159,000	\$ 3,907,000	\$ 2,057,000	\$ 336,100	\$ (1,601,900)	\$ (3,377,100)	\$ (5,429,060)	\$ (7,584,560)	\$ (9,515,360)	\$ (12,706,960)

City of Roseville
2010 - 2019 Financial Plan
For Enterprise Capital Replacements

Enterprise Asset Replacements - adjusted financing

Revenues	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Water deprec. charges	\$ 300,000	\$ 390,000	\$ 507,000	\$ 659,100	\$ 856,830	\$ 1,113,879	\$ 1,448,043	\$ 1,592,847	\$ 1,752,132	\$ 1,927,345
San. Sewer deprec. charges	210,000	262,500	328,125	410,156	512,695	640,869	801,086	1,001,358	1,251,698	1,564,622
Storm Sewer deprec. charges	310,000	341,000	375,100	412,610	453,871	499,258	549,184	604,102	664,513	730,964
Golf Course deprec. charges	28,000	36,400	47,320	61,516	79,971	103,962	135,151	175,696	228,405	296,926
Total	848,000	1,029,900	1,257,545	1,543,382	1,903,367	2,357,968	2,933,464	3,374,003	3,896,746	4,519,857

Capital Expenditures (CIP)

Water system	\$ 345,500	\$ 645,500	\$ 1,110,500	\$ 710,500	\$ 965,500	\$ 915,500	\$ 970,500	\$ 1,172,000	\$ 1,148,500	\$ 1,128,300
Sanitary Sewer system	510,000	725,500	850,500	925,500	1,025,500	1,095,500	1,338,500	1,108,500	1,008,500	1,000,500
Storm Sewer system	615,500	696,000	680,000	882,900	745,000	576,200	525,960	723,000	608,000	865,800
Golf Course	18,000	33,000	57,000	50,000	50,000	36,000	65,000	-	13,800	1,045,000

Total	1,489,000	2,100,000	2,698,000	2,568,900	2,786,000	2,623,200	2,899,960	3,003,500	2,778,800	4,039,600
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Beg. Cash Reserves - Water	100,000	54,500	(201,000)	(804,500)	(855,900)	(964,570)	(766,191)	(288,648)	132,199	735,830
End Cash Reserves	\$ 54,500	\$ (201,000)	\$ (804,500)	\$ (855,900)	\$ (964,570)	\$ (766,191)	\$ (288,648)	\$ 132,199	\$ 735,830	\$ 1,534,875

Beg. Cash Reserves - San Swr	3,000,000	2,700,000	2,237,000	1,714,625	1,199,281	686,477	231,846	(305,568)	(412,710)	(169,512)
End Cash Reserves	\$ 2,700,000	\$ 2,237,000	\$ 1,714,625	\$ 1,199,281	\$ 686,477	\$ 231,846	\$ (305,568)	\$ (412,710)	\$ (169,512)	\$ 394,610

Beg. Cash Reserves - St Swr	2,300,000	1,994,500	1,639,500	1,334,600	864,310	573,181	496,239	519,463	400,565	457,078
End Cash Reserves	\$ 1,994,500	\$ 1,639,500	\$ 1,334,600	\$ 864,310	\$ 573,181	\$ 496,239	\$ 519,463	\$ 400,565	\$ 457,078	\$ 322,242

Beg. Cash Reserves - Golf	400,000	410,000	413,400	403,720	415,236	445,207	513,169	583,319	759,015	973,620
End Cash Reserves	\$ 410,000	\$ 413,400	\$ 403,720	\$ 415,236	\$ 445,207	\$ 513,169	\$ 583,319	\$ 759,015	\$ 973,620	\$ 225,546

Total Reserves	\$ 5,159,000	\$ 4,088,900	\$ 2,648,445	\$ 1,622,927	\$ 740,294	\$ 475,063	\$ 508,566	\$ 879,069	\$ 1,997,016	\$ 2,477,272
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Annual Increase Assumptions

- * Water Depreciation charges - 30% thru 2016, 2% thereafter
- San Sewer Depreciation charges - 25%
- Storm Depreciation charges - 10%
- Golf Depreciation charges - 30%

City of Roseville
2010 - 2019 Financial Plan
For Operations

[illegible]

City of Roseville
2010 - 2019 Financial Plan
For Operations

Recreation Funds

Revenues	Preliminary 2009	Estimated 2010	Estimated 2011	Estimated 2012	Estimated 2013	Estimated 2014	Estimated 2015	Estimated 2016	Estimated 2017	Estimated 2018	Estimated 2019
Property Taxes	\$ 1,858,500	\$ 1,960,718	\$ 2,068,557	\$ 2,182,328	\$ 2,302,356	\$ 2,428,985	\$ 2,562,579	\$ 2,703,521	\$ 2,852,215	\$ 3,009,087	\$ 3,174,586
Charges for Services	1,890,405	1,947,117	2,005,531	2,065,697	2,127,667	2,191,498	2,257,242	2,324,960	2,394,708	2,466,550	2,540,546
Interest Earnings	1,140	5,000	5,360	5,741	5,879	6,755	7,897	10,009	12,951	16,493	20,287
	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ 3,750,045	\$ 3,912,835	\$ 4,079,448	\$ 4,253,765	\$ 4,435,902	\$ 4,627,238	\$ 4,827,719	\$ 5,038,490	\$ 5,259,874	\$ 5,492,130	\$ 5,735,420
Expenditures											
Personnel Costs	\$ 2,427,915	\$ 2,549,311	\$ 2,676,776	\$ 2,810,615	\$ 2,923,040	\$ 3,039,961	\$ 3,161,560	\$ 3,288,022	\$ 3,419,543	\$ 3,556,325	\$ 3,698,578
Supplies and Materials	256,765	261,900	267,138	272,481	277,931	283,489	289,159	294,942	300,841	306,858	312,995
Other Services and Charges	1,049,230	1,070,215	1,091,619	1,113,451	1,135,720	1,158,435	1,181,603	1,205,235	1,229,340	1,253,927	1,279,006
Minor Equipment	16,135	24,203	36,304	54,456	81,683	122,525	153,156	191,446	239,307	299,134	373,917
	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 3,750,045	\$ 3,905,628	\$ 4,071,837	\$ 4,251,003	\$ 4,418,374	\$ 4,604,410	\$ 4,785,479	\$ 4,979,645	\$ 5,189,031	\$ 5,416,243	\$ 5,664,495
Beginning Balance	\$ 100,000	\$ 100,000	\$ 107,207	\$ 114,817	\$ 117,579	\$ 135,107	\$ 157,935	\$ 200,175	\$ 259,019	\$ 329,862	\$ 405,748
Operating Surplus (Deficit)	-	7,207	7,611	2,762	17,528	22,828	42,240	58,844	70,843	75,886	70,925
Ending Balance	\$ 100,000	\$ 107,207	\$ 114,817	\$ 117,579	\$ 135,107	\$ 157,935	\$ 200,175	\$ 259,019	\$ 329,862	\$ 405,748	\$ 476,673
Deficit as a % of Exp. Incremental		-0.2%	-0.2%	-0.1%	-0.4%	-0.5%	-0.9%	-1.2%	-1.4%	-1.4%	-1.3%
			0.0%	0.1%	-0.3%	-0.1%	-0.4%	-0.3%	-0.2%	0.0%	0.1%
Annual Increase Assumptions											
* Property Taxes - 4%					* Personnel Costs - 5% thru 2012, 4% thereafter						
* Charges for Services - 3%					* Supplies and Materials - 2%						
* Interest Earnings - 5% return on cash balance					* Other Services and Charges - 2%						
					* Minor Equipment - 50% thru 2014, 25% thereafter						

City of Roseville
2010 - 2019 Financial Plan
For Capital Replacements (current)

Vehicle Replacements

Revenues	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police depreciation	-	-	-	-	-	-	-	-	-	-
Fire depreciation	-	-	-	-	-	-	-	-	-	-
Street Maint. deprec	-	-	-	-	-	-	-	-	-	-
Park Maint. deprec	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-
Expenditures	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Police	246,095	217,095	239,095	279,055	217,095	217,095	268,095	250,055	217,095	246,095
Fire	516,000	52,500	50,000	1,500,000	525,000	-	77,500	1,700,000	662,000	71,000
Street Maintenance	295,000	231,000	506,000	162,740	297,200	179,000	73,800	9,000	32,500	394,500
Park Maintenance	120,000	140,000	60,000	105,000	35,000	-	-	170,000	65,000	30,000
Total	1,177,095	640,595	855,095	2,046,795	1,074,295	396,095	419,395	2,129,055	976,595	741,595
Beg. Cash Reserves	300,000	(877,095)	(1,517,690)	(2,372,785)	(4,419,580)	(5,493,875)	(5,889,970)	(6,309,365)	(8,438,420)	(9,415,015)
Cash Transfer In	-	-	-	-	-	-	-	-	-	-
End Cash Reserves	\$ (877,095)	\$ (1,517,690)	\$ (2,372,785)	\$ (4,419,580)	\$ (5,493,875)	\$ (5,889,970)	\$ (6,309,365)	\$ (8,438,420)	\$ (9,415,015)	\$ (10,156,610)

City of Roseville
2010 - 2019 Financial Plan
For Capital Replacements (current)

Street Infrastructure Replacement (non MSA roads)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Revenues										
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest earnings	600,000	678,500	668,639	655,335	641,267	626,390	604,908	582,190	558,166	532,760
Total	600,000	678,500	668,639	655,335	641,267	626,390	604,908	582,190	558,166	532,760
Expenditures										
Mill & Overlay	\$ 800,000	\$ 850,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Total	800,000	850,000	900,000	900,000	900,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Beg. Cash Reserves	12,000,000	11,800,000	11,628,500	11,397,139	11,152,474	10,893,741	10,520,132	10,125,039	9,707,229	9,265,395
Cash Transfer Out	-	-	-	-	-	-	-	-	-	-
End Cash Reserves	\$11,800,000	\$11,628,500	\$11,397,139	\$11,152,474	\$10,893,741	\$10,520,132	\$10,125,039	\$9,707,229	\$9,265,395	\$8,798,155

Park Infrastructure Replacement (PIP)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Revenues										
Property taxes	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000
Park Dedication Fees	-	-	-	-	-	-	-	-	-	-
Total	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000	215,000
Expenditures										
PIP	\$ 545,000	3,030,000	2,755,000	2,800,000	1,855,000	2,026,000	1,802,500	1,799,000	1,807,000	1,887,500
Total	545,000	3,030,000	2,755,000	2,800,000	1,855,000	2,026,000	1,802,500	1,799,000	1,807,000	1,887,500
Beg. Cash Reserves	300,000	(30,000)	(2,845,000)	(5,385,000)	(7,970,000)	(9,610,000)	(11,421,000)	(13,008,500)	(14,592,500)	(16,184,500)
End Cash Reserves	\$ (30,000)	\$ (2,845,000)	\$ (5,385,000)	\$ (7,970,000)	\$ (9,610,000)	\$ (11,421,000)	\$ (13,008,500)	\$ (14,592,500)	\$ (16,184,500)	\$ (17,857,000)

City of Roseville
2010 - 2019 Financial Plan
For Capital Replacements (revised)

Vehicle Replacements

Revenues	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police depreciation	59,900	119,800	179,800	239,700	239,700	239,700	239,700	239,700	239,700	239,700
Fire depreciation	128,900	257,700	386,600	515,400	515,400	515,400	515,400	515,400	515,400	515,400
Street Maint. deprec	54,500	109,000	163,600	218,100	218,100	218,100	218,100	218,100	218,100	218,100
Park Maint. deprec	18,100	36,300	54,400	72,500	72,500	72,500	72,500	72,500	72,500	72,500
Total	261,400	522,800	784,400	1,045,700	1,045,700	1,045,700	1,045,700	1,045,700	1,045,700	1,045,700
Expenditures	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Police	246,095	217,095	239,095	279,055	217,095	217,095	268,095	250,055	217,095	246,095
Fire	516,000	52,500	50,000	1,500,000	525,000	-	77,500	1,700,000	662,000	71,000
Street Maintenance	295,000	231,000	506,000	162,740	297,200	179,000	73,800	9,000	32,500	394,500
Park Maintenance	120,000	140,000	60,000	105,000	35,000	-	-	170,000	65,000	30,000
Total	1,177,095	640,595	855,095	2,046,795	1,074,295	396,095	419,395	2,129,055	976,595	741,595
Beg. Cash Reserves	300,000	684,305	566,510	495,815	(505,280)	(533,875)	115,730	742,035	(341,320)	(272,215)
Cash Transfer In	1,300,000	-	-	-	-	-	-	-	-	-
End Cash Reserves	\$ 684,305	\$ 566,510	\$ 495,815	\$ (505,280)	\$ (533,875)	\$ 115,730	\$ 742,035	\$ (341,320)	\$ (272,215)	\$ 31,890

City of Roseville
2010 - 2019 Financial Plan
For Capital Replacements (revised)

Street Infrastructure Replacement (non MSA roads)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Revenues										
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ 261,400	\$ 522,800	\$ 784,200	\$ 1,045,600	\$ 1,307,000	\$ 1,568,400
Interest earnings	600,000	603,750	589,591	571,742	552,867	547,938	552,005	571,337	606,811	659,355
	-	-	-	-	-	-	-	-	-	-
Total	600,000	603,750	589,591	571,742	814,267	1,070,738	1,336,205	1,616,937	1,913,811	2,227,755
Expenditures										
Mill & Overlay	\$ 800,000	\$ 850,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
	-	-	-	-	-	-	-	-	-	-
Total	800,000	850,000	900,000	900,000	900,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Beg. Cash Reserves	12,000,000	10,500,000	10,253,750	9,943,341	9,615,083	9,529,350	9,600,088	9,936,293	10,553,229	11,467,040
Cash Transfer Out	(1,300,000)	-	-	-	-	-	-	-	-	-
End Cash Reserves	\$10,500,000	\$10,253,750	\$ 9,943,341	\$ 9,615,083	\$ 9,529,350	\$ 9,600,088	\$ 9,936,293	\$10,553,229	\$11,467,040	\$12,694,795

Park Infrastructure Replacement (PIP)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Revenues										
Property taxes	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000	\$ 215,000
Add'l property taxes	430,000	860,000	1,290,000	1,720,000	2,150,000	2,365,000	2,365,000	2,365,000	2,365,000	2,365,000
	-	-	-	-	-	-	-	-	-	-
Total	645,000	1,075,000	1,505,000	1,935,000	2,365,000	2,580,000	2,580,000	2,580,000	2,580,000	2,580,000
Expenditures										
PIP	\$ 545,000	3,030,000	2,755,000	2,800,000	1,855,000	2,026,000	1,802,500	1,799,000	1,807,000	1,887,500
	-	-	-	-	-	-	-	-	-	-
Total	545,000	3,030,000	2,755,000	2,800,000	1,855,000	2,026,000	1,802,500	1,799,000	1,807,000	1,887,500
Beg. Cash Reserves	300,000	400,000	(1,555,000)	(2,805,000)	(3,670,000)	(3,160,000)	(2,606,000)	(1,828,500)	(1,047,500)	(274,500)
End Cash Reserves	\$ 400,000	\$ (1,555,000)	\$ (2,805,000)	\$ (3,670,000)	\$ (3,160,000)	\$ (2,606,000)	\$ (1,828,500)	\$ (1,047,500)	\$ (274,500)	\$ 418,000

REQUEST FOR COUNCIL ACTION

Date: January 26, 2009
Item No.: 13.b

Department Approval

City Manager Approval

Item Description: Discuss the City Council Strategic Planning Meeting

BACKGROUND

As in many cities, it has been the practice for the City Council to hold strategic planning sessions to plan future actions. This year in particular, Roseville faces unprecedented challenges brought on by the economic downturn along with a reduction of state funding and increased needs and expectations of Roseville residents.

In the past, the Council has set aside a weekend morning to hold the special meeting. The Council has also hired a facilitator to ensure a productive meeting.

POLICY OBJECTIVE

Set an agenda and expectations for the upcoming strategic planning meeting that will help the Council to prioritize issues, plan for the future and build cooperative relationships between Council and staff and among Council Members.

When

- ☒ Saturday, February 7, 9:00 to 1:00 p.m.
- ☐ Two weekday evenings, 6:00 to 9:00 p.m. Dates to be determined

Who

- ☒ Council and staff
- ☐ Council

Where

- ☒ Fireside Room, Roseville Skating Center
- ☐ City Council Chambers
- ☐ Meeting room away from Civic Center Campus

How

- ☒ Facilitated by Aimee Gourlay
- ☐ Council Meeting format
- ☐ Mayor facilitated discussion

33

34 Why

35 ☒ Prioritize issues

36 ☒ Plan ahead

37 ☒ Build Staff Council relations

38 ☒ Build Council relations

39

40 **STAFF RECOMMENDATIONS**

41

42 Staff recommends the items checked above.

43

44 **REQUESTED COUNCIL ACTION**

45 Call a special meeting to discuss strategic planning. Direct staff to hire a facilitator to assist with
46 a special meeting for Saturday, February 7, from 9:00 to 1:00 p.m. at the Fireside Room, 2661
47 Civic Center Drive, to prioritize issues, plan for the future and build cooperative relationships
48 between Council and staff and among Council Members.

Prepared by: Bill Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: January 26, 2009
Item No.: 13.c

Department Approval

City Manager Approval



Item Description: Discuss a Neighborhood and Diversity Commission

BACKGROUND

The Imagine Roseville 2025 visioning process produced numerous goals and strategies for the community, and there were also some common themes identified by the Steering Committee as noted in their presentation of the Final Report to the City Council. Two of those themes were Diversity (people, ideas, development, revenue) and Sense of Community (neighborhoods, engagement opportunities, facilities and gathering places, open and responsive government).

Of the 15 goals that were adopted in the final report, the first five goals clearly identify with enhancing neighborhoods and embracing our community's diversity. These goals include:

- Roseville is a welcoming community that appreciates differences and fosters diversity
- Roseville is a desirable place to live, work and play
- Roseville has a strong and inclusive sense of community
- Roseville residents are invested in their community
- Roseville is a safe community

Some of the Imagine Roseville 2025 goals and strategies statements that relate even more specifically to the themes of diversity and community are:

- Educate community members on diversity issues and provide means to repair damage caused by prejudice; convey a clear message that intolerance is not welcome in our community.
- Promote ethnic celebrations and festivals
- Foster collaboration between city and community-based organizations, groups, and nonprofits
- Encourage development of neighborhood groups, organizations, and forums in order to provide residents with a sense of belonging.

One of the challenges the community faces is the implementation of the Imagine Roseville 2025 strategies. To that end, staff has developed a concept that we believe will help further the Imagine Roseville 2025 goals related to Diversity and Sense of Community.

DISCUSSION

Making Roseville a more welcoming community requires leadership from our residents. At the recent Human Rights Commission sponsored community forum, nearly 100 attendees shared many ideas about this topic. It is important that we tap this resource, get those (and other) citizens engaged and increase our efforts to build neighborhoods around our common interest and goals.

With the completed Imagine Roseville 2025 strategies, staff believes that the energies of the Human Rights Commission members could be used more effectively with a change in focus to Neighborhood outreach and communication and furthering the community awareness of our growing diversity as well as our shared values.

Utilizing the existing Human Rights Commission as a reconstituted “Neighborhood and Community Diversity Commission” could provide the community focus and effort needed to further the Imagine Roseville 2025 goals in these areas.

The Roseville Human Rights Commission was established in 1968 to secure equal opportunity for all citizens by assisting the state department of human rights. Over the years of its existence, the Human Rights Commission has been an important component of the Roseville government, advocating for human rights issues and addressing specific conditions or situations.

The Commission has not been directly involved in human rights complaints since the state Human Rights Department discontinued referring complaints to cities in the early 1990s.

A Neighborhood and Community Diversity Commission would expand the Human Rights Commission’s mission and give the City a greater opportunity to achieve these goals. It would support greater diversity awareness and cultural competence and help the City fully engage all of our residents to feel a vital part of our community. From sponsoring and facilitating community activities, helping to residents to identify and establish neighborhoods and communications networks to hosting cultural fairs to celebrate our diversity, this new commission can be a catalyst of change needed for our community.

Recent demographic statistics indicate a growing diversity in Roseville’s population. The US Census Bureau report based on statistics from 2005-2007:

- 10% of Roseville residents were foreign born.
- 12% spoke a language other than English at home. The most commonly spoken language was Spanish.
- 27% of residents reported that they did not speak English “very well.”

The 2000 Census, reported that 10.5% of residents were some other race than white. In 2005, it is estimated that 14.7% of residents are some other race than white.

At its January meeting the Human Rights Commission discussed the restructuring of the Commission as a part of their strategic plan and goals, and consensually endorsed the concept.

81 With the upcoming advisory commission appointments coming before the City Council, staff felt
82 it was a good time to bring this forward to the Council, so that if the Council supports the
83 concept that applicants may be aware of this change and submit applications for the new
84 commission. An ordinance effectuating the change has been drafted for the City Council's
85 consideration.

86 **POLICY OBJECTIVE**

87 To further the community goals and strategies related to neighborhoods and diversity.

88 **FINANCIAL IMPACTS**

89 No additional financial impacts from existing advisory commission structure.

90 **STAFF RECOMMENDATION**

91 That the City Council direct staff to prepare the appropriate Ordinance creating a Neighborhood
92 and Diversity Commission.

93 **REQUESTED COUNCIL ACTION**

94 That the City Council direct staff to prepare the appropriate Ordinance creating a Neighborhood
95 and Community Diversity Commission.

96

Prepared by: Bill Malinen, City Manager